## MURFREESBORO CITY COUNCIL Regular Meeting Agenda Council Chambers – 6:00 PM January 30, 2025

## Public Comment on Actionable Agenda Items PRAYER

#### **PLEDGE OF ALLEGIANCE**

#### **CEREMONIAL ITEMS**

Presentation: Appreciation of Support from Rutherford County Habitat for Humanity

#### **Consent Agenda**

- 1. Concrete and Asphalt Purchase Report (Street)
- 2. Agreement with Great Southern Recreation for Siegel Soccer Park Playground Equipment (Parks)
- 3. Mandatory Referral for Dedication and Abandonment of Easements Associated with the Town Creek Project (Planning)
- 4. Main Street Banner Requests (Street)

#### **Minutes**

5. City Council Meeting Minutes (Finance)

#### **Old Business**

#### **Land Use Matters**

6. Ordinance 24-OZ-45 Rezoning property along Joe B Jackson Parkway (2nd & Final Reading) (Planning)

#### **New Business**

#### Ordinance

- 7. FY25 Budget Amendment (Finance)
  - a. First Reading: Ordinance 25-O-06

#### On Motion

- 8. Old Fort Park Ballfield and Parking Renovations (Facilities)
- 9. Patterson Park Outdoor Improvements Construction Contract (Project Development)
- 10. Veterans Park Construction Contract (Project Development)
- 11. Acquisition of Easements at 106 SE Broad Street for Town Creek Daylighting (Development Services)
- 12. Contract with Oregon State to Develop Youth Permaculture Curriculum (Parks)
- 13. Legacy Recognition Policy 1019 (Administration)

# **Board & Commission Appointments Licensing**

14. Beer Permits (Finance)

Payment of Statements Other Business Adjourn

#### COUNCIL COMMUNICATION

Meeting Date: 1/30/2025

Item Title:	Asphalt and Concrete Purch	ase Report	
Department:	Street		
Presented by:	Tracy Brown – Assistant Dire	ctor, Street	
Requested Cour	cil Action:		
	Ordinance		
	Resolution		
	Motion		
	Direction		
	Information	$\boxtimes$	

#### Summary

Asphalt and concrete purchases report.

### **Background Information**

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

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

#### **Council Priorities Served**

Responsible budgeting

Proper procurement ensures the best cost savings to the Department and our customers.

#### **Fiscal Impacts**

Asphalt purchases, \$120,000, and concrete purchases, \$60,000, are funded by the Department's FY25 Budget.

#### **Attachments**

Asphalt and Concrete Purchases Report

## FY25 STREET DEPARTMENT ASPHALT PURCHASES

Invoice Date	Vendor	Type	 Rate	Tons		Total	FY Total
7/26/2024	Hawkins	411D 64-22	\$ 87.90	3.80	\$	334.02	\$ 334.02
8/14/2024	Hawkins	411E	\$ 90.97	9.10	\$	827.83	\$ 1,161.85
			\$ •		Ś	-	\$ _

invoice Date	Vendor	Туре	Rate	Tons		Total	FY Total
7/1/2024	Vulcan	307BM PG 64-22	\$ 76.00	9.69	\$	736.44	\$ 736.44
8/14/2024	Vulcan	3078M PG 64-22	\$ 76.00	4.32	\$	328.32	\$ 1,064.76
8/28/2024	Vulcan	411E PG 64-22	\$ 87.50	5.31	\$	464.63	\$ 1,529.39
8/29/2024	Vulcan	411E PG 64-22	\$ 87.50	6.40	\$	560.00	\$ 2,089.39
9/6/2024	Vulcan	411E PG 54-22	\$ 87.50	4.29	\$	375.38	\$ 2,464.77
10/4/2024	Vulcan	411E PG 64-22	\$ 84.70	12.32	\$	1,043.50	\$ 3,508.27
10/31/2024	Vulcan	3078M PG 64-22	\$ 73.90	10.28	\$	759.69	\$ 4,267.96
10/31/2024	Vulcan	411E PG 64-22	\$ 134.45	1.26	\$	169.41	\$ 4,437.37
10/31/2024	Vulcan	411E PG 64-22	\$ 140.00	1.21	\$	169.40	\$ 4,606.77
10/31/2024	Vulcan	411E PG 64-22	\$ 152.61	1.11	\$	169.40	\$ 4,776.17
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	8.31	\$	703.86	\$ 5,480.02
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	4.17	\$	353.20	\$ 5,833.22
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	3.24	\$	274.43	\$ 6,107.65
11/4/2024	Vulcan	411E PG 64-22	\$ 84.27	5.27	\$	444.10	\$ 6,551.75
11/5/2024	Vulcan	411E PG 64-22	\$ 84.27	14.11	\$	1,189.05	\$ 7,740.80
11/15/2024	Vulcan	411E PG 64-22	\$ 84.27	4.40	\$	370.79	\$ 8,111.59
11/15/2024	Vulcan	411E PG 64-22	\$ 84.27	2.42	\$	203.93	\$ 8,315.52
11/21/2024	Vulcan	411E PG 64-22	\$ 84.27	3.43	s	289.05	\$ 8,604.57
12/16/2024	Vulcan	411E PG 64-22	\$ 85.58	4.12	\$	352.59	\$ 8,957.16
1/17/2025	Vulcan	411E PG 64-22	\$ 88.67	20.61	\$	1,827.49	\$ 10,784.65

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7/3/2024	Wiregrass Construction	Commercial 411-E	\$ 95.02	12.05	\$ 1,144.99	\$ 2,379.73
7/26/2024	Wiregrass Construction	TDOT 411-D PG 64-22	\$ 113.03	3.41	\$ 385.43	\$ 2,765.16
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.43	\$ 1,674.75	\$ 4,439,92
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78,15	21.59	\$ 1,687.26	\$ 6,127.18
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	20.40	\$ 1,594.26	\$ 7,721.44
8/15/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	3.08	\$ 293.19	\$ 8,014.62
8/16/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	6.89	\$ 655.86	\$ 8,670.48
8/27/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	5.88	\$ 559.72	\$ 9,230.20
9/9/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	6.56	\$ 623.53	\$ 9,853.73
9/10/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	4.91	\$ 466.70	\$ 10,320.42
9/18/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	4.30	\$ 408.72	\$ 10,729.14
10/1/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.26	\$ 400.23	\$ 11,129.36
10/2/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.00	\$ 375.80	\$ 11,505.16
10/3/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	10.11	\$ 949.83	\$ 12,455.00
10/7/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	6.16	\$ 578.73	\$ 13,033.73
10/10/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.21	\$ 395.53	\$ 13,429.26
10/14/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	8.31	\$ 780.72	\$ 14,209.98
10/25/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.25	\$ 399.29	\$ 14,609.27
10/28/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	5.94	\$ 558.06	\$ 15,167.33

### **FY 25 STREET DEPARTMENT CONCRETE PURCHASES**

nvoice Date	Vendor	Type		Rate	Yards	Surcharge		Total	_	FY Tota
7/3/2024	Nashville Ready Mix	Flowable Fill TDOT	\$	126.00	2.00		\$	252.00	\$	252
7/8/2024	Nashville Ready Mix	3500 PSI Chips	\$	138.00	2.00		\$	276.00	\$	528
7/9/2024	Nashville Ready Mix	3500 PSI Chips	\$	138.00	4.00		\$	552.00	\$	1,080
		Min Load Charge	\$	75.00	1.00		\$	75.00	\$	1,155
		Fuel Surcharge	\$	50.00	1.00		\$	50.00	\$	1,205
		Retarder 2%	\$	8.00	4.00		\$	32.00	\$	1,237
/10/2024	Nashville Ready Mix	3500 PSI Chips	\$	138.00	2.00		Ş	276.00	\$	1,513
//11/2024	Nashville Ready Mix	3500 PSI Chips	\$	138.00	1.50		\$	207.00	\$	
· . · ·	•	•							-	1,720
7/12/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	\$	1,99
7/15/2024	Nashville Ready Mix	3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	2,203
7/16/2024	Nashville Ready Mix	3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	2,34
7/17/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	2,54
7/18/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	2.50		\$	345.00	\$	2,89
7/25/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	3,10
7/26/2024	Nashville Ready Mix	3413CFS 3500 PSi Chips AE	\$	138.00	1.00		\$	138.00	\$	3,23
7/29/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	3,37
8/2/2024	Nashville Ready Mix	4451 CF5 4000 PSI Chips AE	\$	140.00	2.00		\$	280.00	\$	3,65
-, -,	, , , , , , , , , , , , , , , , , , , ,	Fiber 2 Full Fibers	\$	5.00	2.00		Ş	10.00	\$	3,66
8/5/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	
		•								3,80
8/5/2024	Nashville Ready Mix	3375LF5 3000 PSI AE	\$	135.00	1.00		\$	135.00	\$	3,93
8/6/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	\$	4,21
8/7/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	\$	4,49
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	4,62
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	\$	4,90
8/13/2024	Nashville Ready Mix	Flowable Fill TDOT	\$	126.00	10.00		\$	1,260.00	\$	6,16
	·	Fuel Surcharge	\$	50.00	1.00		\$	50.00	\$	6,21
8/13/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.50		\$	345.00	\$	6,56
8/15/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	1.00				\$	
7							\$	138.00	-	6,69
8/26/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	6,90
8/27/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	7,04
		Fiber 1 half fibers	\$	3.00	1.00		\$	3.00	\$	7,04
8/30/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	\$	7,32
		Retarder 2%	\$	8.00	2.00		\$	16.00	\$	7,33
		Fiber 2 Full Fibers	\$	5.00	2.00		\$	10.00	\$	7,34
9/3/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.50		\$	345.00	\$	7,69
9/4/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	3.00		\$	414.00	ş	8,10
9/5/2024	Nashville Ready Mix	3413 CFS 3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	8,31
9/6/2024	Nashville Ready Mix	3500LF5 PSI AE	\$	137.00	2.00		5	274.00	\$	8,58
5,0,252,	Transitive ready with	Fiber 2 Full Fibers	\$	5.00	2.00		\$	10.00	\$	
0/0/2024	Nachvilla Daach Miv	555SCF5	\$							8,59
9/9/2024	Nashville Ready Mix			147.00	1.50		\$	220.50	\$	8,81
		Half-Fibers .50lb dose	\$	3.00	1.50		\$	4.50	\$	8,82
9/11/2024	Nashville Ready Mix	3413CF5	\$	138.00	1.00		\$	138.00	\$	8,96
9/13/2024	Nashville Ready Mix	3413CF5	\$	138.00	1.00		\$	138.00		9,09
9/16/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.00		\$	275.00	\$	9,37
9/17/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.00		\$	276.00		9,65
9/19/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00	\$	9,85
9/20/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		\$	138.00	-	9,99
9/26/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00		10,20
10/8/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		Š	207.00		
	·						-			10,41
10/9/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		\$	138.00		10,54
10/11/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00		10,75
10/15/2024	Nashville Ready Mix	3500 CF5	\$	138.00	1.50		\$	207.00		10,98
10/16/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00	\$	11,16
10/17/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		\$	138.00	\$	11,30
10/18/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00	\$	11,51
10/21/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$	345.00	\$	11,85
10/22/2024	Nashville Ready Mix	3413 CFS	\$	138.00	2.00		\$	276.00	\$	12,1
10/23/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$	345.00	\$	12,48
10/24/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$		\$	12,8
10/25/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		\$	138.00	\$	12,96
11/8/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$		\$	
	reactiving nearly will									13,30
11/12/2024	Sinchuille Seeds & Ata	ACCEL2 Non-Chloride	\$	14.00	2.50		\$	35.00	\$	13,34
11/12/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$	345.00	\$	13,68
11/13/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		5		\$	13,82
11/14/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00	\$	14,03
11/27/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00	\$	14,24
10/0/2021	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$	345.00	\$	14,58
12/9/2024			-							
12/9/2024	Nashville Ready Mix	3413 CFS	\$	138.00	2.50		\$	345.00	\$	14,93

## FY 25 STREET DEPARTMENT CONCRETE PURCHASES

Invoice Date	Vendor	Туре	Rate	Yards	Surcharge	Total	 FY Total
		Fiber2 Full Fibers	\$ 5.00	2.50	· · · · · · · · · · · · · · · · · · ·	\$ 12.50	\$ 14,977.50
12/23/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	3.00		\$ 414.00	\$ 15,391.50
		ACCEL2 Non-Chloride	\$ 14.00	3.00		\$ 42.00	\$ 15,433.50
		Hot Water	\$ 4.00	3.00		\$ 12.00	\$ 15,445.50
12/30/2024	Nashville Ready Mix	CR840CF5	\$ 155.00	2.00		\$ 310.00	\$ 15,755.50
1/15/2025	Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$ 276.00	\$ 16,031.50
		ACCEL2 Non-Chloride	\$ 14.00	2.00		\$ 28.00	\$ 16,059.50
		Hot Water	\$ 3.00	2.00		\$ 6.00	\$ 16,065.30
1/16/2025	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 16,410.50
		ACCEL2 Non-Chloride	\$ 14.00	2.50		\$ 35.00	\$ 16,445.50
		Hot Water	\$ 3.00	2.50		\$ 7.50	\$ 16,453.00

Invoice Date	Vendor	Type	 Rate	Yards	Surcharge	 Total	F	Y Total
7/5/2024	Orgain Ready Mix	3000 PSI 1/2" AGG	\$ 139.00	1		\$ 139.00	\$	139.00

Invoice Date	Vendor	Туре	Rate	Yards	Surcharge	 Total	 FY Total
11/18/2024	Smyrna Ready Mix	3000 PSI Start Chips	\$ 144.00	1.50		\$ 216.00	\$ 216.00
11/27/2024	Smyrna Ready Mix	5000 PSI Strt Concrete	\$ 155.00	5.00		\$ 775.00	\$ 991.00
		Environmental/Fuel	\$ 40.00	1.00		\$ 40.00	\$ 1,031.00
		Residential Fibers	\$ 3.00	5.00		\$ 15.00	\$ 1,046.00
		System Short Load	\$ 100.00	1.00		\$ 100.00	\$ 1,146.00

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			Ś	-		Ś	-	\$ -

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Invoice Da	ite Vendor	Туре		Rate	Tons	Total	FY Total
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7/3/202	4 Wiregrass Const	truction Commercial 411-i	E \$	95.02	12.05	\$ 1,144.99	\$ 2,379.73
7/26/202	24 Wiregrass Const	truction TDOT 411-D PG 6	4-22 \$	113.03	3.41	\$ 385.43	\$ 2,765.16
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8/15/202	4 Wiregrass Const	truction Commercial 411-I	E \$	95.19	3.08	\$ 293.19	\$ 8,014.62
8/16/202	4 Wiregrass Const	truction Commercial 411-l	E \$	95.19	6.89	\$ 655.86	\$ 8,670.48
8/27/202	4 Wiregrass Const	truction Commercial 411-i	E \$	95.19	5.88	\$ 559.72	\$ 9,230.20
9/9/202	4 Wiregrass Const	truction Commercial 411-	E \$	95.05	6.56	\$ 623.53	\$ 9,853.73
9/10/202	4 Wiregrass Const	truction Commercial 411-l	E \$	95.05	4.91	\$ 466.70	\$ 10,320.42
9/18/202	4 Wiregrass Const	truction Commercial 411-	E \$	95.05	4.30	\$ 408.72	\$ 10,729.14
10/1/202	4 Wiregrass Const	truction Commercial 411-	E \$	93.95	4.26	\$ 400.23	\$ 11,129.36
10/2/202	4 Wiregrass Const	truction Commercial 411-l	E \$	93.95	4.00	\$ 375.80	\$ 11,505.16
10/3/202	4 Wiregrass Const	truction Commercial 411-l	E \$	93.95	10.11	\$ 949.83	\$ 12,455.00
10/7/202	4 Wiregrass Const	truction Commercial 411-I	E \$	93.95	6.16	\$ 578.73	\$ 13,033.73
10/10/20	24 Wiregrass Const	truction Commercial 411-	E \$	93.95	4.21	\$ 395.53	\$ 13,429.26
10/14/20	24 Wiregrass Const	truction Commercial 411-l	E \$	93.95	8.31	\$ 780.72	\$ 14,209.98
10/25/20	24 Wiregrass Const	truction Commercial 411-i	E \$	93.95	4.25	\$ 399.29	\$ 14,609.27
10/28/20	24 Wiregrass Const	truction Commercial 411-l	E \$	93.95	5.94	\$ 558.06	\$ 15,167.33

## FY 25 STREET DEPARTMENT CONCRETE PURCHASES

nvoice Date	Vendor	Туре		Rate	Yards	Surcharge		Total	_	FY Total
7/3/2024	Nashville Ready Mix	Flowable Fill TDOT	\$		2.00		\$	252.00		252.0
7/8/2024	Nashville Ready Mix	3500 PSI Chips	\$	138.00	2.00		\$	276.00	\$	528.0
7/9/2024	Nashville Ready Mix	3500 PSI Chips	\$	138.00	4.00		\$	552.00	\$	1,080.0
		Min Load Charge	\$	75.00	1.00		\$	75.00	\$	1,155.0
		Fuel Surcharge	\$	50.00	1.00		\$	50.00	\$	1,205.0
		Retarder 2%	\$	8.00	4.00		\$	32.00	\$	1,237.0
/10/2024	Nashville Ready Mix	3500 PSI Chips	\$	138.00	2.00		\$	276.00	\$	1,513.0
/11/2024	Nashville Ready Mix	3500 PSI Chips	\$	138.00	1.50		\$	207.00	\$	1,720.0
7/12/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	5	1,996.0
//15/2024	Nashville Ready Mix	3500 PSI Chips AE	\$	138.00	1.50				-	
· . · .	Nashville Ready Mix	•					\$	207.00	\$	2,203.0
7/16/2024	· ·	3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	2,341.0
7/17/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	2,548.0
7/18/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	2.50		\$	345.00	\$	2,893.0
7/25/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	3,100.0
7/26/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	3,238.0
7/29/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	3,376.0
8/2/2024	Nashville Ready Mix	4451 CF5 4000 PSI Chips AE	\$	140.00	2.00		\$	280.00	\$	3,656.0
		Fiber 2 Full Fibers	\$	5.00	2.00		\$	10.00	\$	3,666.0
8/5/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	3,804.6
8/5/2024	Nashville Ready Mix	3375LF5 3000 PSI AE	\$	135.00	1.00		\$	135.00	\$	3,939.
8/6/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	\$	
8/7/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00						4,215.
		· ·	-		2.00		\$	276.00	\$	4,491.
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	4,629.
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	\$	4,905.
8/13/2024	Nashville Ready Mix	Flowable Fill TDOT	\$	126.00	10.00			1,260.00	\$	6,165.
		Fuel Surcharge	\$	50.00	1.00		\$	50.00	\$	6,215.
3/13/2024	Nashville Ready Mix	3413 CFS 3500 PSI Chips AE	\$	138.00	2.50		\$	345.00	\$	6,560.
3/15/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	1.00		\$	138.00	\$	6,698.
/26/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	6,905.
/27/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$	138.00	1.00		Ś	138.00	\$	7,043
	•	Fiber 1 half fibers	\$	3.00	1.00		\$	3.00	\$	7,046
3/30/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.00		\$	276.00	\$	-
7 307 2027	reasivence neady with	Retarder 2%							-	7,322.
			\$	8.00	2.00		\$	16.00	\$	7,338.
0 /0 /000 4	Alb 11- B 4 AA	Fiber 2 Full Fibers	\$	5.00	2.00		\$	10.00	\$	7,348
9/3/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	2.50		\$	345.00	\$	7, <del>6</del> 93
9/4/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$	138.00	3.00		\$	414.00	\$	8,107
9/5/2024	Nashville Ready Mix	3413 CFS 3500 PSI Chips AE	\$	138.00	1.50		\$	207.00	\$	8,314
9/6/2024	Nashville Ready Mix	3500LF5 PSI AE	\$	137.00	2.00		\$	274.00	\$	8,588
		Fiber 2 Full Fibers	\$	5.00	2.00		\$	10.00	\$	8,598
9/9/2024	Nashville Ready Mix	5555CF5	\$	147.00	1.50		\$	220.50	\$	8,818
		Half-Fibers .50lb dose	\$	3.00	1.50		\$	4.50	\$	8,823
9/11/2024	Nashville Ready Mix	3413CFS	\$	138.00	1.00		\$	138.00	\$	8,961
9/13/2024	Nashville Ready Mix	3413CF5	\$	138.00	1.00		\$		Ś	9,099
7/16/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.00		\$	276.00	-	
3/17/2024										9,375
	Nashville Ready Mix	3413 CF5	\$	138.00	2.00		\$	275.00		9,651
)/19/2024 \/20/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		>	207.00		9,858
9/20/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		\$	138.00		9,996
9/26/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00		10,203
10/8/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		5	207.00	\$	10,410
10/9/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		\$	138.00	\$	10,548
0/11/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00	\$	10,755
0/15/2024	Nashville Ready Mix	3500 CFS	\$	138.00	1.50		\$	207.00		10,962
0/16/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		5	207.00		11,169
0/17/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		Š	138.00		11,307
0/18/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$		\$	11,507
10/21/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$			
0/22/2024	Nashville Ready Mix	3413 CF5	\$	138.00			\$	345.00		11,859
10/23/2024	Nashville Ready Mix				2.00			276.00		12,135
	•	3413 CF5	\$	138.00	2.50		\$	345.00	\$	12,480
10/24/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$	345.00		12,825
10/25/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		\$		\$	12,963
11/8/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$	345.00		13,308
		ACCEL2 Non-Chloride	\$	14.00	2.50		\$	35.00	\$	13,343
1/12/2024	Nashville Ready Mix	3413 CF5	\$	138.00	2.50		\$	345.00	\$	13,688
	Nashville Ready Mix	3413 CF5	\$	138.00	1.00		\$	138.00	\$	13,826
.1/13/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$		\$	14,033
1/14/2024	Nashville Ready Mix	3413 CF5	\$	138.00	1.50		\$	207.00	\$	14.240
11/13/2024 11/14/2024 11/27/2024 12/9/2024	•	3413 CF5 3413 CF5	\$ \$	138.00 138.00	1.50 2.50		\$ \$	207.00 345.00		14,240 14,585
11/14/2024 11/27/2024	Nashville Ready Mix							345.00	\$ \$ \$	14,240 14,585 14,930

## FY 25 STREET DEPARTMENT CONCRETE PURCHASES

Invoice Date	Vendor	Type		Rate	Yards	Surcharge	 Total	 FY Total
		Fiber2 Full Fibers	\$	5.00	2.50		\$ 12.50	\$ 14,977.50
12/23/2024	Nashville Ready Mix	3413 CF5	\$	138.00	3.00		\$ 414.00	\$ 15,391.50
		ACCEL2 Non-Chloride	\$	14.00	3.00		\$ 42.00	\$ 15,433.50
		Hot Water	\$	4.00	3.00		\$ 12.00	\$ 15,445.50
12/30/2024	Nashville Ready Mlx	CR840CF5	\$	155.00	2.00		\$ 310.00	\$ 15,755.50
1/15/2025	Nashville Ready Mix	3413 CF5	\$	138.00	2.00		\$ 276.00	\$ 16,031.50
		ACCEL2 Non-Chloride	\$	14.00	2.00		\$ 28.00	\$ 16,059.50
		Hot Water	\$	3.00	2.00		\$ 6.00	\$ 16,065.30
1/16/2025	Nashville Ready Mix	3413 CF5	5	138.00	2.50		\$ 345.00	\$ 16,410.50
		ACCEL2 Non-Chloride	\$	14.00	2.50		\$ 35.00	\$ 16,445.50
		Hot Water	\$	3.00	2.50		\$ 7.50	\$ 16,453.00

Invoice Date	Vendor	Туре	Rate	Yards	Surcharge	Total	F	Y Total
7/5/2024	Orgain Ready Mix	3000 PSI 1/2" AGG	\$ 139.00	1		\$ 139.00	) \$	139.00

Invoice Date	Vendor	Туре	Rate	Yards	Surcharge	 Total	_	FY Total
11/18/2024	Smyrna Ready Mix	3000 PSI Start Chips	\$ 144.00	1.50		\$ 216.00	5	216.00
11/27/2024	Smyrna Ready Mix	5000 PSI Strt Concrete	\$ 155.00	5.00		\$ 775.00	Ś	991.00
		Environmental/Fuel	\$ 40.00	1.00		\$ 40.00	\$	1,031.00
		Residential Fibers	\$ 3.00	5.00		\$ 15.00	\$	1,046.00
		System Short Load	\$ 100.00	1.00		\$ 100.00	\$	1,146.00

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/30/2025

**Item Title:** Agreement with Great Southern Recreation for Siegel Soccer Park

Playground Equipment

**Department:** Parks and Recreation

**Presented by:** Nate Williams, Executive Director of Recreation Services

**Requested Council Action:** 

Ordinance	
Resolution	
Motion	$\boxtimes$
Direction	
Information	

#### **Summary**

Consider agreement for Siegel Soccer Park Playground Equipment.

#### **Staff Recommendation**

Approve Agreement with Great Southern Recreation, LLC.

#### **Background Information**

The small playground at Richard Siegel Soccer Complex, located to the west of the championship field, is original to the 2005 opening of the park and has reached the end of its useful life. Overall deterioration, failing equipment, and the department's inability to acquire replacement parts has led to a need for total replacement.

The proposed replacement equipment is a single piece climbing feature, designed for all ages.

#### **Council Priorities Served**

Establish strong City brand

Quality and functional elements within the park system provide for positive user experiences for residents of and visitors to Murfreesboro.

#### **Fiscal Impact**

The \$51,233 funds for this project are allocated in the CIP "Siegel Improvements." Purchase is pursuant to a BuyBoard purchasing Co-op.

#### **Attachment**

Agreement with Great Southern Recreation, LLC

## Agreement for Siegel Soccer Complex Playground Equipment For Murfreesboro Parks & Recreation Department

This Agreement is entered into and effective as of \_\_\_\_\_\_ (the "Effective Date"), by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee (the "City"), and GREAT SOUTHERN RECREATION LLC, an authorized dealer of Berliner Seilfabrik Play Equipment Corporation, a limited liability company of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This Agreement
- BuyBoard Contract Number: 679-22 with Berliner Seilfabrik Play Equipment Corporation, effective through September 30, 2025 ("BuyBoard Contract")
- Great Southern Recreation LLC's (authorized Berliner Seilfabrik Play Equipment Corporation dealer) Proposal dated December 2, 2024, for playground equipment, hereinafter, "Contractor's Proposal" (Exhibit B)
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, BuyBoard Contract Number: 679-22 (all relevant documents) with Berliner Seilfabrik Play Equipment Corporation
- Lastly, the Berliner Seilfabrik Play Equipment Corporation authorized dealer Great Southern Recreation LLC's Proposal dated December 2, 2024

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

- a. <u>Scope of Work</u>. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and to perform the installation services ("Services") as described in Contractor's Proposal.
- b. Supervision and Superintendence of Work.
  - 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
  - 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

#### c. Labor, Materials, and Equipment.

1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.

- 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.
- 3. The Goods identified in the Scope of Work will be new, except as otherwise provided it the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

#### d. Warranty and Guarantee.

- Contractor warrants that the Goods purchased by the City from Contractor pursuant to this
  Agreement will conform to the specifications set forth in the Scope of Work; that title to the
  Goods will pass to the City free of and clear of all liens, claims, security interests, or other
  encumbrances no later than the time of the City's payment for the Goods; and that the Goods
  do not infringe or misappropriate any third party's patent or other intellectual property
  rights.
- 2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date the of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
- 3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
- 4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.
- 5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
- 6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of

repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

#### e. Subcontractors.

- 1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
- 2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
- 3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
- 4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. <u>Permits.</u> Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.

#### g. Use of Premises.

- 1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
- 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

#### h. Safety and Protection.

- 1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
  - a. All employees on the work and other persons who may be affected thereby,
  - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
  - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the

conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- 2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
- i. <u>Emergencies</u>. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- j. <u>Cleaning Up.</u> Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
- k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
- Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete
  the Project in accordance with the Contract documents shall be absolute. Neither any payment
  by the City to Contractor under the Contract documents, nor any use or occupancy of the Project
  or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any
  correction of defective work by the City shall constitute acceptance of work not in accordance
  with the Contract documents.
- **2. Term.** The term of this Agreement shall be One Hundred Thirty (130) days from the Notice to Proceed. Contractor's services may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

#### 3. Price; Compensation; Method of Payment.

- a. Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's Proposal, which reflects a total price of FIFTY-ONE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS AND FIFTY-FIVE CENTS (\$51,232.55). Any increase to the total price of \$51,232.55 shall first require preauthorization by the City in the form of a written change order. Any expenditures made or obligations undertaken by Contractor that increases the total price of \$51,232.55 without first being approved by an authorized representative of the City as described herein shall become the responsibility of the Contractor at its sole cost and expense. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Parks and Recreation Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance complete. invoices should All be sent to: accountspayable@murfreesborotn.gov.
- b. Deliveries and installation of all items shall be made within 20 weeks (140 calendar days) of order at 515 Cherry Lane Drive, Murfreesboro, TN. City Contact Brittany Garrett (phone: 615-801-2625 email: bgarrett@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- **4. Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth by the manufacturer, Berliner Seilfabrick Play Equipment Corporation using authorized dealer Great Southern Recreation LLC's proposal dated December 2, 2024, and Contractor's BuyBoard Contract Number: 679-22, effective through September 30, 2025.
- **Taxes**. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- **6. Insurance**. Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

#### 7. Indemnification.

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including

its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

#### 8. Notices.

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

If to the City of Murfreesboro: If to Contractor:

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

Kyle Peggram, Territory Manager

Great Southern Recreation LLC, authorized
Representative for Berliner Seilfabrik Play
Equipment Corporation
Email [kyle@greatsouthernrec.com]

- 9. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- **10. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. Employment. Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement,

Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 15. Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
- **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 17. Integration. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- **18. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 19. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- **20. 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.

- 21. Attorney Fees. In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. Iran Divestment Act of Tennessee. By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 23. Non-Boycott of Israel. By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- **24. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

**IN WITNESS WHEREOF**, the parties enter into this agreement as of the Effective Date first listed above.

#### CITY OF MURFREESBORO, TENNESSEE GREAT SOUTHERN RECREATION, LLC

By:	By: Justin Vanu
Shane McFarland, Mayor	Kyle Peggram, Territory Manager
Approved as to Form:	
Adam 7 Tucker	
Adam F. Tucker, City Attorney	

#### Exhibit A

#### **Insurance Requirements**

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance and bonds in accordance with the provisions of this Exhibit.

Contractor must secure and maintain such insurance coverage and bonds, without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

#### 1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
  - a. Include the per project aggregate endorsement;
  - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
  - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
  - d. Includes a severability of interest clause; and
  - e. Waive all rights of recovery against the Additional Insureds.
- 2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

#### 3. Auto Liability Insurance

- Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

#### 4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

#### 5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
  - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
  - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
  - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.
- 6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:
  - 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
  - 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
  - 6.3 Include the Project per aggregate endorsement;
  - 6.4 Waive all rights of subrogation against the Owner;
  - 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
  - Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

#### 7. Certificates and Endorsements

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.
- 8. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

#### 9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

### 10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.
- 11. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 12. Indemnity. The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- **13. Interpretation**. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.



ORGANIZATION:	Murfreesboro Parks and Rec
CONTACT:	Brittany Garrett
ADDRESS:	515 Cherry Ln Dr, Murfreesboro, TN 37129
PHONE:	615-801-2625

DATE

12/19/2024

**TERRITORY MANAGER** 

Kyle Peggram

**SITEWORK** 

PROJECT TITLE:	Siegel Soccer Complex
REVISION:	3
OPTION:	1

**TERMS** 

Net 30

COLORS

TDB

## Official Great Southern Recreation Quote

Berliner/BUYBOARD CONTRACT-Parks and Recreation Equipment, Products, and Installation 679-22

COUNTY

Rutherford

TERRITORY

1

PART NUMBER	QUANTITY	DESCRIPTION	L	INIT PRICE	TOTAL	
90.111.000 1		2-12 Climber BERLINER Cosmo Base S	\$	36,300.00	\$ 36,300.00	
		Estimated Manufacturing timeline of 12-14 weeks.  3 weeks for Ocean Freight, Install Timeline of one week			\$ ٠,	
		SUBTO	TAL FOR	REQUIPMENT	\$ 36,300.00	
		Certified Southern-b	uilt TM	Installation	\$ 13,431.00	
SAFETY SURFACE	529	Engineered Wood Fiber at 12" Depth Area of 23'x23'		1.95	\$ 1,031.55	

10%	BUYBOARD COP-OP DISCOUNT \$	(3,630.00)
	SUBTOTAL \$	47.132.55

Installed into existing grade. To use existing concrete borders

TAX RATE EX SALES TAX -

\$

BONDS
EQUIPMENT FREIGHT 3,600.00
SURFACE FREIGHT 500.00

TOTAL \$ 51,232.55

fier from / 12/19/24 Inside Salas @ Barliner

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/30/2025

**Item Title:** Mandatory Referral for Dedication and Abandonment of Easements

Associated with the Town Creek Project

**Department:** Planning

**Presented by:** Gabriel Moore, Project Engineer

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

#### Summary

Consider request to allow dedication of a conservation easement and the dedication and abandonment of miscellaneous utility, sign, drainage, and access easements in conjunction with the Town Creek development.

#### **Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission recommended approval at its January 15, 2025 regular meeting.

#### **Background Information**

In this mandatory referral, Council is being asked to consider a request to allow the dedication of a conservation easement and the dedication and abandonment of miscellaneous utility, sign, drainage, and access easements in conjunction with the Town Creek development. The Town Creek development seeks to "daylight" Town Creek along Northwest/Southeast Broad Street and South Church Street. It is currently located in a deteriorating pipe that was constructed in the 1950s. A linear green space is also proposed for the area around the creek.

In order to facilitate this construction project and the installation of utilities associated with it among other things, the abandonment and dedication of miscellaneous easements, as depicted on the attached exhibit, is necessary. In addition, staff has been working with TDEC on the steps to place approximately 2.3 acres of this property in a conservation easement, and a draft of this easement document is attached for reference. Additional information on this mandatory referral can be found in the attached memo from the January 15<sup>th</sup> Planning Commission meeting. Approval is requested for the three items listed in the attached memo.

#### **Council Priorities Served**

Expand Infrastructure

The proposed easement dedication and abandonment will facilitate utility installation for the proposed Town Creek development.

#### Improve Economic Development

The proposed Town Creek development will be an enhancement to the downtown area, an amenity that will add to the appeal of downtown as a place to live and for businesses to conduct commerce.

#### Establish Strong City Brand

The Town Creek development underscores the emphasis that City leadership places on quality of life for its residents and visitors.

#### **Attachments:**

- 1. Planning Commission staff comments from 01/15/2025 meeting
- 2. Easement exhibits
- 3. Draft conservation easement document



## **Planning Commission Agenda Item Memo**

Wednesday, 01-15-2025

From: Planning Department

Subject: Town Creek Revitalization Project Conservation and Utility Easements

**Presenter:** Gabriel Moore, Project Engineer

### **Summary:**

The Town Creek Revitalization Project is part of the City Council's approved plans for redevelopment of the Historic Bottoms. The project takes place at two areas around the South Church Street and Broad Street intersection, just south of downtown Murfreesboro.

Town Creek is a stream that originates at Murfree Springs at the Discovery Center and currently flows northwest to Lytle Creek at Cannonsburgh Village through approximately 2,000 linear feet of underground culvert network that was installed in the 1950s which has exceeded its life expectancy. The project seeks to "daylight" Town Creek by removing the old culvert infrastructure and restoring the channel to a natural open stream and provide public improvements for this area of Murfreesboro by incorporating a park setting along the project corridor that will increase recreation and provide pedestrian access through connectivity to the existing Discovery Center paths and GreenWay Trail System.

In order to construct the proposed project, a §401 Water Quality Certification from the Tennessee Department of Environment and Conservation (TDEC) is required to provide coverage for impacts to water resources.

As part of the §401 Water Quality Certification for the project, TDEC has requested that the project provide a conservation easement to protect the natural condition of the proposed stream that will be created from the project. The Conservation Easement covers an approximately 2.3-acre area of City

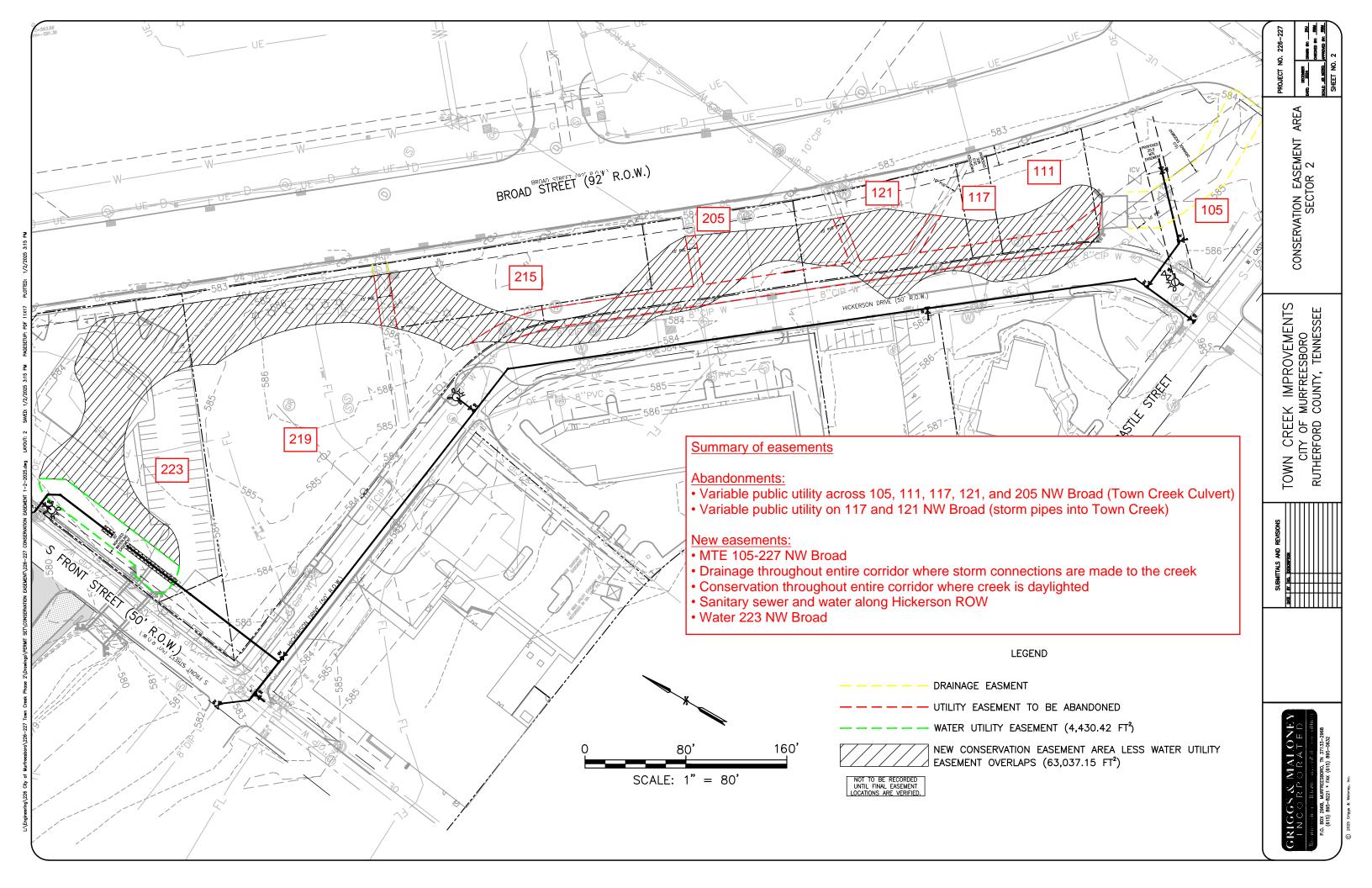
owned land that will be restricted from certain land-uses. A proposed Conservation Easement has been drafted to provide the City with certain rights for maintenance of existing and proposed easements and associated infrastructure. Restricted uses will include certain land modifications to the proposed channel and portions of the land associated with and adjacent to the channel.

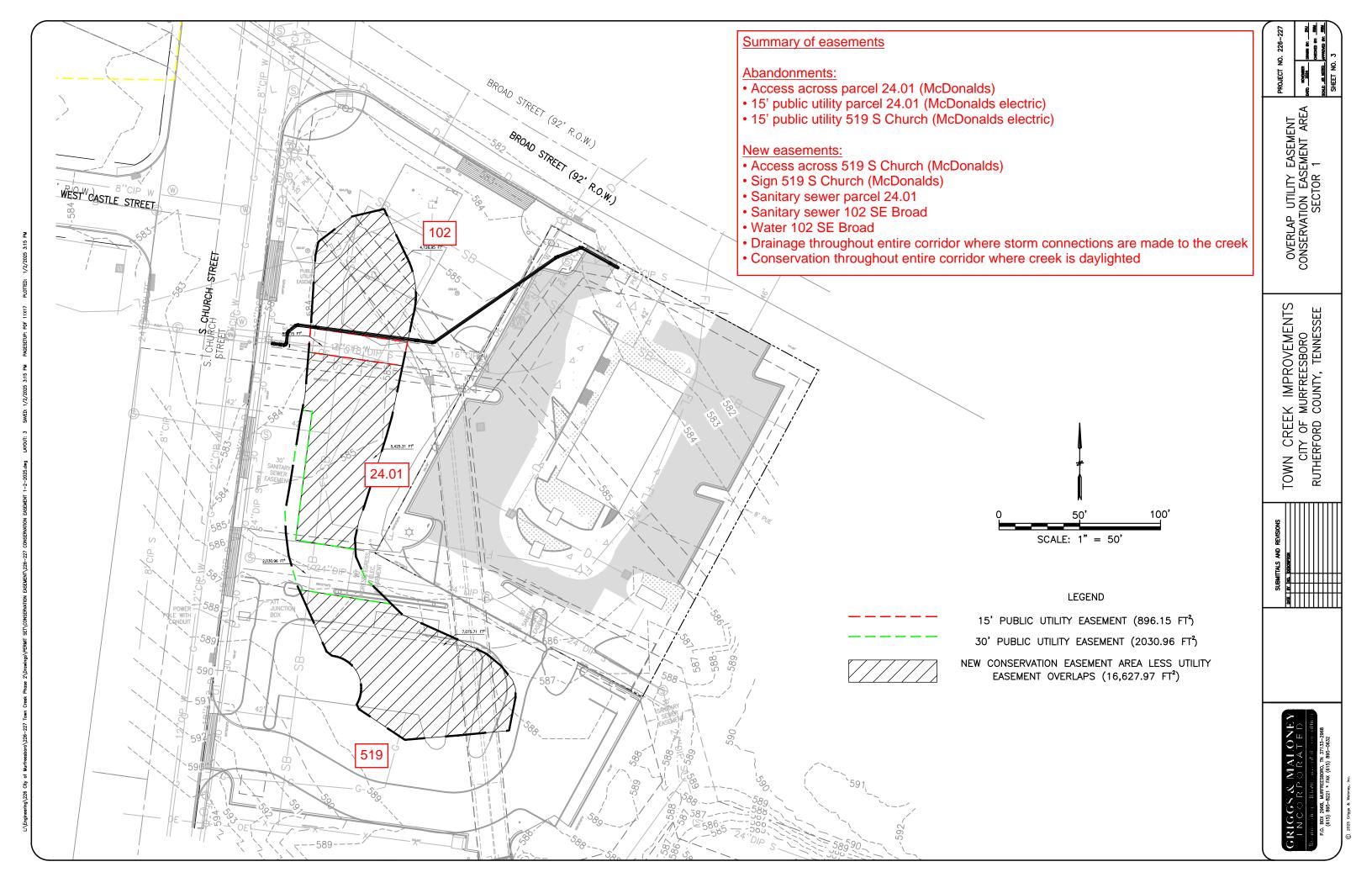
In addition to the needed Conservation Easement, there are multiple utility easements that will need to be abandoned and added throughout the corridor. These utility easements include electric, water, sanitary sewer, and storm among others and are all represented in the approved plans.

A copy of the draft Conservation Easement document and associated mapping elements are included below. The Planning Department recommends authorization for easements and land use restrictions as approved by the planning director and city attorney. Staff recommends that the Planning Commission's action of approval include the following:

- The dedication of a conservation easement covering Town Creek with an area substantially similar to the proposed Conservation Easement, and on terms that are approved by the City Attorney and City Council;
- 2) The dedication of easements on the subject property, substantially similar to those identified on the attached exhibit;
- 3) The abandonment of easements on the subject property, substantially similar to those identified on the attached exhibit.

The 3 items listed above are intended to comprehensively include any and all easements which may need to be addressed as a part of this construction project.





#### CONSERVATION EASEMENT DEED

THIS CONS	SERVATION EASEMENT DEED ("Conservation Easement") is made this
day of	, 2024, by The City of Murfreesboro, 111 West Vine Street,
Murfreesboro, Ruth	erford County, TN 37130 ("Grantor"), in favor of the Tennessee
Department of Envi	ronment and Conservation, 500 James Robertson Parkway, Nashville,
Davidson County, 7	Tennessee 37243 ("Holder"), with reference to the following facts:

#### **RECITALS**

A. Grantor is the sole owner in fee simple of certain real properties consisting of eleven parcels that encompass approximately <u>6.</u>45-acres, located at [address] in Rutherford County, Tennessee as described in Deed Books 1 and 3, page numbers 39, 47, 59, and 133 in the records of the Register of Deeds for <u>Rutherford County</u>, Tennessee. Grantor intends to grant an easement over an area within the parcels encompassing approximately 2.017-acres as described and depicted in **Exhibit A**, attached and incorporated into this Conservation Easement by reference.

[NOTE: Grantor must attach a legal description (i.e. metes and bounds) and survey of the Protected Property signed and stamped by a licensed surveyor in an exhibit identified as Exhibit A to the Conservation Easement.

If the Protected Property consists of less than the whole property described, also include a separate, clearly identifiable legal description of the conservation area(s) and clearly delineate the Protected Property on the survey.

In addition, Grantor must include on a scaled drawing of the areas subject to the Conservation Easement, the location and extent of all known, existing easements, property interests, rights-of-ways, utilities, drainage ditches, storm water facilities, cattle crossings, and structures.]

- B. Holder, which has as its primary purpose to retain and protect the natural, scenic, or open space values of the property, protecting natural resources, maintaining and enhancing water quality, and promoting and engaging in environmental conservation and restoration, is a domestic nonprofit charitable corporation registered under the laws of the state of Tennessee and is qualified as a tax-exempt non-profit organization under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, as amended, is authorized to hold this Conservation Easement pursuant to the Conservation Easement Act of 1981, Tenn. Code Ann. §§ 66-9-301, et seq., and has agreed to accept this grant.
- C. Grantor has agreed to make the Protected Property subject to the restrictions and prohibitions described in this Conservation Easement as a condition of ARAP No. NRS24.086 ("ARAP") to be issued by TDEC pursuant to section 401 of the Clean Water Act and Tennessee Water Quality Control Act of 1977 (TWQCA), , which will be incorporated into this Conservation Easement

by reference when issued by TDEC.

- D. The natural condition of the Protected Property has been or will be restored, established, enhanced, or preserved pursuant to the ARAP, incorporated into this Conservation Easement by reference, a copy of which will be kept on file at the offices of TDEC and the offices of the Grantor.
- E. The Protected Property possesses natural resources of significant aquatic, ecological, environmental, aesthetic, educational, historical, recreational, and scientific value and importance to the Grantor and Holder, the people of <a href="Rutherford">Rutherford</a> County, the State of Tennessee, and the United States. The Protected Property will provide high quality natural, restored, or enhanced habitat for wildlife and endangered, threatened, or rare species, including habitat improvements for the state of Tennessee listed Streamside salamander (*Ambystoma barbouri*) and will provide benefits to EPT (Ephemoptera, Plectoptera, and Trichoptera) species. The channel reach will realize improvements to the biological and physiochemical parameters, as well as improvements in morphological and hydrological parameters. These values include jurisdictional waters of the United States, as defined in 33 C.F.R. Part 328, native vegetation and wildlife. Individually and collectively, these natural resources comprise the "Conservation Values" of the Protected Property.
- F. The Conservation Values of the Protected Property are documented and included in or with the ARAP, which consists of proposed design plans, site maps, site photos, and other documentation the Grantor and Holder agree provide, collectively, an accurate representation of the Protected Property at the time of the grant of this Conservation Easement, and which is intended to serve as an objective information baseline for the monitoring of and compliance with the terms of this Conservation Easement.
- G. Grantor recognizes the Conservation Values of the Protected Property and agrees to the creation of these conservation-based limitations and affirmative obligations for the purpose of preserving and protecting the Conservation Values and natural condition of the Protected Property in perpetuity.

NOW, THEREFORE, in consideration of the above, pursuant to the laws of the State of Tennessee, including, but not limited to, Tennessee Code Annotated §§ 66-9-301, *et seq.*, Grantor hereby grants and conveys to Holder a Conservation Easement in perpetuity over the Protected Property consisting of the following:

#### COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. <u>Purpose</u>. The purpose of this Conservation Easement is to ensure the Protected Property will be retained forever in its natural, restored, or enhanced condition, as contemplated by the ARAP, and to prevent any use of the Protected Property that will impair or interfere with the Conservation Values of the Protected Property. Grantor intends that the grant of this Conservation Easement will confine the use of the Protected Property to only those activities and

uses that are consistent with the purpose of this Conservation Easement and will be implemented consistent with the ARAP.

- 2. <u>Holder's Rights</u>. To accomplish the purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights to Holder:
  - (a) To preserve and protect the Conservation Values of the Protected Property;
- (b) To conserve and protect all mineral, air, water and groundwater rights necessary to protect and sustain the biological resources of the Protected Property;
- (c) To enter and go upon the Protected Property at reasonable times to inspect, monitor compliance with, and otherwise enforce the terms of this Conservation Easement at Holder's sole discretion, provided that such entry will not unreasonably impair or interfere with Grantor's authorized use and quiet enjoyment of the Protected Property;
- (d) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration or such areas or features of the Protected Property that may be damaged by any act, failure to act, use or activity that is inconsistent with the purpose of this Conservation Easement.
- 3. <u>Prohibited Uses</u>. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, except as specifically provided or as approved by the ARAP, the following activities and uses are expressly prohibited in, on, over, or under the Protected Property:
  - (a) The Protected Property shall be utilized by the City of Murfreesboro as open urban green space to be enjoyed by citizens subject to the restrictions imposed by the governing authorities of the City of Murfreesboro.
  - (b) The governing authorities of the City of Murfreesboro shall be permitted to maintain and make such improvements to the Protected Property as are reasonable and which would not diminish the utilization of the Property as open urban green space. The City of Murfreesboro shall be permitted to construct such improvements as are reasonable and necessary on the Property in support of the purposes described herein.
  - (c) The City of Murfreesboro shall specifically prohibit the use of firearms (except by law enforcement officials), hunting, fireworks, and/or any other utilization that would damage and/or present injury to the wildlife and/or persons utilizing the Property.
  - (d) Commercial, industrial, residential, or institutional structures, uses, or activities within the easement area. Commercial and other uses are permitted

adjacent to and vaulted over the easement.

- (e) Filling, dumping, excavating, mining, drilling, grading, leveling, disturbing, removing, exploring or extracting minerals, loam, soil, peat, sand, gravel, rocks, gas, oil, or other material on or below the surface of the Protected Property, or any alteration to the surface or general topography of the Protected Property or any portion of the Protected Property, including any discharges of dredged or fill material, or granting or authorizing surface entry to the Protected Property for any of these purposes, except for maintenance and repair of the constructed channel and structures associated with the ARAP.
- (f) Draining, ditching, diking, dredging, channelizing, changing the grade or elevation, water withdrawals, underground injection wells, manipulating, impounding, or altering of any natural water course, body of water, or water circulation on the Protected Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except for maintenance and repair of the constructed channel and structures associated with the ARAP.
- (g) The transfer, encumbrance, sale, lease, or other conveyance of the mineral, air or water rights for the Protected Property and any portion thereof separate from the surface rights, changing the place or purpose of use of the water rights, abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property, including, but not limited to, (i) riparian water rights, (ii) appropriative water rights, (iii) rights to waters secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Protected Property, and (iv) any water from wells that exist or may be constructed in the future on the Protected Property.
- (h) The placement, storage, accumulation, dumping, depositing, abandoning, discharging, disposing or releasing of any gaseous, liquid, solid, or hazardous waste substance, yard waste, soil, ashes, trash, rubbish, refuse, grass clippings, cuttings, bio-solids, waste materials or debris of whatever nature, whether temporarily or permanently, on, in, over, or underground or into surface or ground water.
- (i) The planting, introduction, or dispersal of non-native or exotic animal or plant species, except as originally constructed.
- (j) Use of herbicides, insecticides, biocides, fungicides, pesticides, rodenticides, fertilizers or other agricultural chemicals, weed abatement activities, incompatible fire protection activities, or other biological controls.
- (k) The mowing, cutting, clearing, burning, pruning, removal of any kind, disturbance, destruction, or collection of any natural trees, shrubs, or other vegetation, except for:
  - (1) routine maintenance to operate the Protected Property in accordance

- with the City's maintenance plan associated with the site;
- (2) safety purposes;
- (3) control in accordance with accepted scientific forestry management practices for the treatment of diseased or dead vegetation;
- (4) control of non-native species and noxious weeds; or
- (5) scientific or natural study.
- (6) as originally planted or constructed
- (l) Agricultural or grazing activities of any kind, except for vegetation management activities as specifically provided in the ARAP.
- (m) Use of all-terrain vehicles (ATVs), dirt bikes, motorcycles, off-road vehicles, or other motorized vehicle of any kind, except as necessary to manage and maintain the Protected Property.
- (n) Any legal or de facto division, subdivision, partitioning, or any other division of the Protected Property.
- (o) Engaging in any use or activity that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Protected Property, or the use or activity in question.
- 4. <u>Grantor's Duties</u>. Grantor will undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Protected Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor will undertake all necessary actions to perfect and defend Holder's rights under this Conservation Easement.
- 5. Reserved Rights. Grantor reserves to itself, its representatives, heirs, successors and assigns, all rights accruing from Grantor's ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, all uses of the Protected Property that are not prohibited or limited by, and are consistent with the purpose of, this Conservation Easement. Grantor expressly reserves the following rights:

[NOTE: You may insert reserved rights as appropriate for the particular Protected Property and its Conservation Values. The following reserved rights are provided as examples.]

(a) Within the terms and conditions of their permits, agreements and the law, Grantor and any holders of easements or other property rights for the operation and maintenance of pre-existing or project-related structures or infrastructure, such as roads, trails, walkways, utilities, drainage ditches, or stormwater facilities that are present on, over, or under the Protected Property, reserve the right to continue with such operation and maintenance. All pre-existing or approved project-related structures and infrastructure are shown on the accompanying plat map attached to this Conservation Easement and disclosed in the Property Assessment and

Warranty.

- (b) Landscaping by the Grantor to prevent severe erosion or damage to the Protected Property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the Protected Property.
- (c) The right to use the Protected Property for lawful passive, non-commercial recreational uses, including hunting, fishing, non-motorized boating, primitive camping, hiking, biking, horseback riding, picnics, social events, nature interpretation and other educational programs, in accordance with the laws and regulations of the State of Tennessee and Tennessee Wildlife Resources Agency ("TWRA") or its successor agency, provided that such activities are consistent with the continuing natural condition of the Protected Property and do not adversely impact the Conservation Values of the Protected Property.
- (d) Signs approved by TDEC may be erected and remain on-site in legible condition, including boundary markers identifying the area as a protected compensatory mitigation property, no trespassing signs, signs identifying the Grantor as the owner of the Protected Property, or other signage conveying information on the restricted uses of the Protected Property.
- (e) Grantor reserves the right to perform restoration, enhancement, preservation or other mitigation activities in accordance with the ARAP, including the use of all equipment necessary to successfully complete any mitigation requirements contained therein.

#### 6. Holder's Remedies.

- (a) If Holder determines that a violation of this Conservation Easement has occurred or is threatened, Holder will give written notice to the Grantor of such violation and request corrective action sufficient to cure the violation. Where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, Holder will demand corrective action sufficient to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by the Holder. In addition to the notice provided to the Grantor, Holder will provide concurrent written notice to TDEC and any other third-party beneficiaries of any non-compliance with the terms and conditions of this Conservation Easement.
- 7. <u>Third-Party Beneficiaries</u>. Grantor and Holder acknowledge that TDEC are third-party beneficiaries with the discretionary right to enforce all provisions of this Conservation Easement and with all rights and remedies conveyed to the Holder under this Conservation Easement. These enforcement rights are available to TDEC under the ARAP,
- 8. <u>Access.</u> Grantor conveys to TDEC, and their successors, assigns, agents, representatives, invitees, and licensees, the right to access, enter and go upon any portions of the

Protected Property to take actions necessary to verify or monitor compliance with the terms and conditions of this Conservation Easement. This Conservation Easement does not convey a right of access or entry to the general public to any portion of the Protected Property.

- 9. <u>Costs of Ownership</u>. Grantor retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement. Grantor agrees that neither Holder nor TDEC have any duty or responsibility for the operation, upkeep or maintenance of the Protected Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public, or any third parties from risks related to conditions on the Protected Property.
- 10. <u>Taxes and Liens</u>. Grantor will pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority, including any taxes imposed on or incurred as a result of this Conservation Easement, and will furnish Holder with satisfactory evidence of payment upon request. Grantor will keep the Protected Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement in a recorded document approved by TDEC), including liens arising out of work performed, materials furnished, or obligations incurred by the Grantor.
- 11. <u>Liability and Indemnification</u>. Grantor will hold harmless, protect, indemnify and defend Holder, TDEC, and their members, directors, officers, employees, agents, representatives and contractors, and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens or judgments, including reasonable attorneys' fees and experts' fees, arising from or in any way connected with the existence or administration of this Conservation Easement, or other matter related to or occurring on or about the Protected Property, unless Holder, TDEC, or any of their agents have committed a deliberate act that is determined by a court to be the sole cause of the injury or damage.
- 12. <u>Warranty of Title</u>. Grantor represents and warrants that Grantor is the sole owner in fee simple of the Protected Property and has the right to grant and convey this Conservation Easement. Grantor also represents and warrants that, except as specifically disclosed in the Property Assessment and Warranty dated\_\_\_\_\_\_, attached as an exhibit and incorporated into this Conservation Easement by reference, the Protected Property is free and clear of any and all liens, loans, claims, restrictions, easements, encumbrances or other interests that may conflict or are inconsistent with this Conservation Easement. Grantor has identified all other parties that hold any interest in the Protected Property and notified such parties of Grantor's intent to grant this Conservation Easement.

[Add the following sentence, if applicable: Any mortgages, conservation, utility and right-of-

way easements of record, liens, encumbrances, or other interests in the Protected Property that may conflict with this Conservation Easement have been expressly subordinated to this Conservation Easement by recorded document attached as **Exhibit B**.] If any easement, right, interest, or lease on or to the Protected Property not listed in the Property Assessment and Warranty and prior in time and recording to this Conservation Easement, or unrecorded, is exercised in such a manner that conflicts with or voids the uses of the Protected Property set out in this Conservation Easement, then the Grantor will be responsible for providing alternative compensatory mitigation in such amounts and of such resource type and function as TDEC or any enforcer of this Conservation Easement determines in accordance with the ARAP.

13. Additional Interests. Grantor will not grant any additional easements, rights of way, or other interests in the Protected Property, other than a security interest expressly subordinated to this Conservation Easement, nor will Grantor grant, transfer, abandon or relinquish any mineral, air, or water right or any water associated with the Protected Property, without first obtaining the written consent of Holder. Such consent may be withheld if Holder determines that the proposed interest or transfer is inconsistent with the purpose of this Conservation Easement or may impair or interfere with the Conservation Values of the Protected Property. Grantor will provide a copy of any approved recorded or unrecorded grant or transfer document to Holder. This provision does not prohibit transfer of a fee or leasehold interest in the Protected Property that is subject to this Conservation Easement and complies with Section 22.

#### 14. <u>Environmental Matters.</u>

Grantor represents and warrants that it has no knowledge or notice of a (a) material or threatened release of hazardous substances or wastes existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Protected Property, or transported to or from or affecting the Protected Property, or the Protected Property's use as a landfill or dump, in violation of federal, state or local laws, statutes, regulations or ordinances. Grantor has completed multiple Phase I Environmental Site Assessments (ESA) on the parcels containing the Protected Property. The term "hazardous materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901, et seq., the Hazardous Materials Transportation Act ("HTA"), 49 U.S.C. §§ 5101, et seq., and in the regulations adopted and publications promulgated pursuant to them, or any other applicable environmental laws now in effect or enacted after the date of this Conservation Easement. The term "environmental laws" includes, without limitation, CERCLA, RCRA, HTA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment, or hazardous materials. Grantor represents, warrants, and covenants to Holder that all activities upon and use of the Protected Property by Grantor, its

agents, employees, invitees and contractors will comply with all environmental laws.

- (b) Without limiting the obligations of Grantor under Section 12, Grantor hereby releases and agrees to indemnify, protect and hold harmless Holder and any of their agents from and against all litigation, claims, demands, penalties and damages, including reasonable attorneys' and experts' fees, arising from or connected with any actual or alleged release of hazardous waste, presence of underground storage tanks, use of the Protected Property as a landfill or dump, or violation of or failure to comply with any federal, state or local environmental laws associated with the Protected Property. Notwithstanding the foregoing, Grantor has no obligation to defend or indemnify Holder against litigation, claims, demands, penalties, damages or attorneys' fees arising out of or connected to releases of hazardous substances or wastes caused by Holder or any of their agents.
- 15. <u>Notice of Legal Action</u>. Grantor will provide Holder written notice of any legal action affecting this Conservation Easement, including, but not limited to, foreclosure proceedings, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain. For any legal action that might result in this Conservation Easement being voided or modified, such notice will be provided at least sixty (60) days before such action would be taken. This Conservation Easement is intended to survive any legal actions affecting the Protected Property.
- 16. <u>Eminent Domain</u>. If the Protected Property is taken in whole or in part by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, Grantor and Holder will act jointly to recover the full value of the interests in the Protected Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. This Conservation Easement constitutes a real property interest immediately vested in Holder.
- 17. <u>Duration</u>. This Conservation Easement will constitute a servitude running in perpetuity with the Protected Property regardless of ownership or use, and will be binding on and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, representatives, devisees, assigns, lessees, or other occupiers and users, as the case may be, as long as said party has any interest in any part of the Protected Property. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Protected Property, except that liability for acts, omissions or breaches occurring prior to transfer will survive transfer.
- 18. <u>Funding</u>. Endowment funding for the perpetual management, maintenance and monitoring of the Protected Property is specified in and governed by the ARAP.
- 19. <u>Filing</u>. Grantor will record this Conservation Easement in the official land records of the Register of Deeds of <u>Rutherford County</u>, Tennessee, as soon as practicable after execution of the instrument, and Holder may re-record the Conservation Easement at any time as

the Holder deems necessary to preserve its rights in this Conservation Easement. Grantor will provide the Holder with a copy of the recorded instrument within thirty (30) days of any recordation.

- Amendment. This Conservation Easement may be amended or modified only by the written agreement of Grantor and Holder and with the written approval of TDEC. The party seeking to amend or modify the Conservation Easement must give written notice to TDEC of the intent to amend or modify the Conservation Easement at least sixty (60) days prior to the effective date of the amendment. Any such amendment will be recorded in the official land records of county in which the Protected Property is located, will be consistent with the purpose of this Conservation Easement, will not affect its perpetual duration, and will not permit impairment of the Conservation Values of the Protected Property. TDEC has no obligation to allow any amendment. Amendments to the Conservation Easement for the purpose of proposing additional impacts are not favored and will be considered only in rare circumstances following TDEC regulations, policy, and procedures, as applicable. Additional compensatory mitigation may be required for impacts resulting from the amendment.
- 21. Subsequent Transfers or Conveyances by Grantor. Grantor agrees to incorporate the terms and conditions of this Conservation Easement by reference in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Protected Property, including, without limitation, a leasehold or possessory interest in any portion of the Protected Property. Grantor further agrees to give written notice to Holder and TDEC of the intent to transfer or convey title or any interest in or on the Protected Property at least sixty (60) days prior to the date of such transfer. The notice will include the name, address, and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the portion of the Protected Property affected by the transfer. The new transferee will provide TDEC a letter acknowledging the terms and conditions of the ARAP and recorded Conservation Easement. Holder have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions, and restrictions of this Conservation Easement, including the exhibits and documents incorporated by reference in it. The failure of Grantor to perform any act provided in this section will not impair the validity of this Conservation Easement or limit its enforceability in any way.
- Assignment or Transfer by Holder. Holder may assign or transfer the benefits of this Conservation Easement only upon the following conditions: (i) Holder must require that the purpose of this Conservation Easement continues to be carried out; (ii) the assignee or transferee, at the time of assignment or transfer, must be qualified and authorized to acquire and hold conservation easements under Tennessee Code Annotated §§ 66-9-301, et seq., and the laws of the United States; (iii) Holder must give Grantor and TDEC at least sixty (60) days prior written notice of the proposed assignment or transfer; and (iv) the assignment or transfer of the Conservation Easement is subject to the written approval of TDEC. Holder will require the assignee or transferee to record the assignment in the land records of the county in which the Protected Property is located. As a condition of such assignment or transfer, the assignee or transferee must agree in writing that the conservation purpose this Conservation Easement is

intended to advance will continue to be fulfilled. The failure of Holder to perform any act provided in this section will not impair the validity of this Conservation Easement or limit its enforceability in any way. In the event of the termination of Holder's existence without advance notice, the rights and obligations of the Holder will, without any further action on the part of any entity, be deemed assigned or transferred to an entity approved by TDEC, or through judicial proceedings in a court of competent jurisdiction.

- 23. <u>Merger</u>. The doctrine of merger will not operate to extinguish this Conservation Easement if the Conservation Easement and Protected Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement, then, unless Grantor, Holder, and TDEC, otherwise agree in writing, a replacement conservation easement containing the same protections embodied in this Conservation Easement will be recorded against the Protected Property.
- 24. Other Permits. Any permit application, or request for certification or modification, which may affect the Protected Property made to any governmental entity with authority over waters of the United States must expressly reference and include a copy, with the recording stamp, of the terms of this Conservation Easement.
- 25. <u>Notices</u>. Any notices, demands, requests, consent, approval, or other communication required under this Conservation Easement will be sent in writing by registered or certified mail to the following addresses or to such addresses as hereafter may be specified by written notice. Copies of a communication sent to one party must be sent to all other parties. Notice will be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier, or, in the case of delivery by first-class mail, three (3) days after deposit into the United States mail.

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

With Copy to: City of Murfreesboro
ATTN: City Attorney
111 West Vine Street
Murfreesboro, TN 37130

TO HOLDER: Tennessee Department of Environment and Conservation

Attn: Director of the Division of Water Resources

Davy Crockett Tower

500 James Robertson Parkway

Nashville, TN 37243

- 26. <u>No Waiver</u>. Enforcement of the terms of this Conservation Easement is at the discretion of Holder and TDEC. The failure, delay, omission, or forbearance of Holder, or TDEC, for any reason whatsoever, to exercise any right or remedy under this Conservation Easement in the event of any breach or violation of any term of this Conservation Easement will not be construed a waiver or estoppel of such term, any subsequent breach of the same or any other term of this Conservation Easement, or impair any rights or remedies of Holder or TDEC under this Conservation Easement.
- 27. <u>Severability</u>. Should any portion of this Conservation Easement or the application thereof to any person or circumstance be found invalid or unenforceable, the remainder of the provisions of this instrument, or application of such provisions to persons or circumstances other than those as to which they are found to be invalid or unenforceable, as the case may be, will continue in full force and effect.
- 28. <u>Extinguishment</u>. If circumstances arise in the future that render the preservation of Conservation Values or the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, in whole or in part, by mutual agreement of Grantor and Holder and with the written approval of TDEC, or by judicial proceedings in a court of competent jurisdiction.
- 29. <u>Controlling Law</u>. The interpretation and performance of this Conservation Easement will be governed by the laws of the United States and the State of Tennessee, disregarding the conflicts of law principles of the state.
- 30. <u>Liberal Construction</u>. Despite any general rule of construction to the contrary, this Conservation Easement will be liberally construed to accomplish the purpose of this Conservation Easement and the policy and purpose of Tennessee Code Annotated §§ 66-9-301, *et seq.* If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid will be favored over any interpretation that would render it invalid.
- 31. <u>Captions</u>. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and will have no effect upon its construction or interpretation.
- 32. <u>Jurisdictional Waters</u>. The Protected Property will remain protected even though it may later be determined, through case law decisions or otherwise, not to have jurisdictional waters of the United States.
- 33. <u>Entire Agreement</u>. This instrument, including its exhibits and documents incorporated by reference in the instrument, together set forth the entire agreement of Grantor, Holder and TDEC with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements of such parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement will be valid

or binding unless contained in an amendment in accordance with Section 21.

- 34. <u>General Disclaimer</u>. TDEC, its employees, agents, and assigns disclaim and will not be held responsible for Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Conservation Easement, or violations of any federal, state, or local laws, including all environmental laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantor may be subject to or incur relating to the Protected Property.
- 35. <u>Exhibits</u>. The following exhibits referenced in this Conservation Easement are attached to and incorporated by reference herein:

Exhibit A – Legal Description and Survey of Protected Property

Exhibit B – Figure 1: Site Location Map

Exhibit C – Conservation Easement Area Maps

TO HAVE AND TO HOLD this Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the Holder, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement as of the day, month and year first above written.

	GRANTOR:
[Notarization required.]	
Include Holder's certificate or acknowledge hereby accept the above Conservation Ease	gement of acceptance here, i.e. "Holder,, does ement Deed."]
	HOLDER:

[Notarization required.]
Grantor:
City of Murfreesboro
By:
STATE OF TENNESSEE
COUNTY OF <u>RUTHERFORD</u>
Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared
With whom has proved on the basis of satisfactory evidence, executed the foregoing instrument for the purposes contained therein by signature.
Witness my hand and seal, this day of, 2024.
My Commission Expires:

## COUNCIL COMMUNICATION

Meeting Date: 01/30/2025

Item Title:	Main Street Banner Request				
Department:	Street Department				
Presented by:	Raymond Hillis, Executive Director				
Requested Cour	ncil Action:				
	Ordinance				
	Resolution				
	Motion ⊠				
	Direction				
	Information				

#### Summary

Requests from Read to Succeed, Rutherford County Habitat for Humanity, and Murfreesboro Parks and Recreation to hang banners over East Main Street.

#### Staff Recommendation

Approve banners to be displayed as follows:

- Read to Succeed Banner September 1 to September 7,2025 to promote reading in the school's day and is joint event with county, city and private schools all participating.
- 2. Read to Succeed Celebrity Spelling Bee banner October 15 to October 22,2025, this event is an annual fundraiser an online auction and adult spelling bee.
- 3. Rutherford County Habitat for Humanity banner October 23 to November 1, 2025. The 18<sup>th</sup> annual Cookin' to Build event is a fundraiser to support Habitats mission to end poverty.
- 4. Murfreesboro Parks and Recreation Christmas parade banner, December 8 to December 15,2025. This banner helps to highlight a community holiday tradition that is over 40 years old

## **Background Information**

Banners across East Main Street are a unique way to keep the community informed of local events that they may wish to participate in.

#### **Council Priorities Served**

Establish strong City brand

Banners hung across East Main Street engages our community in various activities and communicates special events to general public thereby enhancing the city reputation through an active community involvement.

## **Fiscal Impact**

None.

## **Attachments**

- 1. Letter of request from Read to Succeed
- 2. Letter of request from Read to Succeed
- 3. Letter of request from Rutherford County Habitat Hummanity
- 4. Letter of request from Murfreesboro Parks and Recreation



January 2, 2025

City of Murfreesboro Lisa Mangrum 620 West Main Street Murfreesboro, TN 37130

Dear Mayor McFarland and City Council,

**Read To Succeed** requests permission to hang a Reading In The Schools Day banner across East Main Street on the following dates: September 1 - September 7, 2025. The banner will promote our annual Reading In The Schools Day event which will take place tentatively on September 12, 2025. Reading In The Schools Day is an event with participation by Rutherford County elementary schools, Murfreesboro City schools, and area private schools. 25,000 children have volunteer readers visit their classrooms to read that day.

Lisa Mangrum has indicated that these dates are available.

Thank you in advance for your consideration of this request. Any return correspondence can be sent to me c/o Read To Succeed, 415 N. Maple Street, Murfreesboro, TN 37129.

Sincerely,

Jolene Radnoti Executive Director 615-738-7323

joleneradnoti@readtosucceed.org

Dane Raduat



January 2, 2025

City of Murfreesboro Lisa Mangrum 620 West Main Street Murfreesboro, TN 37130

Dear Mayor McFarland and City Council,

Read To Succeed requests permission to hang a Celebrity Bee banner across East Main Street on the following dates: October 15 – October 22, 2025. The banner will promote our annual Celebrity Spelling Bee event which will take place in November 2025. The Celebrity Spelling Bee is our annual fundraising event, featuring an online auction, food from local vendors, and an adult spelling bee. Funds raised will support our ongoing efforts to promote literacy in Rutherford County.

Lisa Mangrum has indicated that these dates are available.

Thank you in advance for your consideration of this request. Any return correspondence can be sent to me c/o Read To Succeed, 415 N. Maple Street, Murfreesboro, TN 37129.

Sincerely,

Jolene Radnoti Executive Director 615-738-7323

joleneradnoti@readtosucceed.org

plane Rachiot.



December 20, 2024

City of Murfreesboro Lisa Mangrum 620 West Main Street Murfreesboro, TN 37130

Dear Mayor and City Council,

My name is Megan Hutchings, and I am the Community Outreach Coordinator for Rutherford County Habitat for Humanity. Each fall we have a special event called Cookin' to Build.

Cookin' to Build is held on the Murfreesboro Public Square and it showcases soup, stew, and chili recipes from local businesses, organizations, and individuals. There is an admission price, and it includes the choice of a hand painted bowl that you get to take home, endless samples of the various recipes, a drink, a dessert, and live entertainment. All the money raised from the event goes towards Habitat's mission of eliminating poverty housing. The 18th Annual Cookin' to Build is scheduled to take place on November 1, 2025.

I am writing this letter to seek your approval to put a banner on Main Street to advertise Cookin' to Build.

We would like to put the banner up October 23<sup>rd</sup> – November 3<sup>rd</sup>. Please consider approving this request.

Sincerely,

Megan L. Hutchings



To: City Council

December 23, 2024

The department of Parks and Recreation for the City of Murfreesboro would like to request permission to hang our Christmas Parade banner across Main Street at Central High School during the open dates of December 8th through December 15th, 2025.

Hanging the banner will generate excitement, anticipation and public awareness as we near the time of the parade. It will also serve as a focal point during the parade route and aid in spotlighting our holiday festivities.

The 2025 Murfreesboro Christmas Parade is set for Sunday, December 14th at 2 pm. This event has been a highlight of the Christmas time festivities in Murfreesboro for more than 40 years. The parade usually has around 200 entries and includes area schools, churches, bands, dance teams and civic organizations. The route typically starts near MTSU campus, travels down Main Street, and ends in our historic town square. We had an incredible parade this past year and plan to make it even better in 2025.

Murfreesboro Parks and Recreation Department is dedicated to providing vibrant public spaces and inclusive programs delivered with visionary leadership and caring staff that engage the individual and strengthen the quality of life of our community.

If you have any questions or need more information, please contact me at 615.890.5333 extension 6805.

Sincerely,

Lynn Caldwell

Marketing Supervisor

Murfreesboro Parks & Recreation Department

## COUNCIL COMMUNICATION Meeting Date: January 30, 2025

Item Title:	City Council Meeting Minutes				
Department:	Finance				
Presented by:	Erin Tucker, City Recorder/ Chief Financial Officer				
Requested Cour	cil Action:				
	Ordinance				
	Resolution				
	Motion	$\boxtimes$			
	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 discussion made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes for these to become the official minutes of the meeting.

#### **Attachments**

**Current Minutes** 

January 9, 2025 (Workshop)

#### **Historical Minutes**

May 18, 2023 (Regular Meeting)

May 25, 2023 (Budget Meeting)

May 25, 2023 (Regular Meeting)

June 8, 2023 (Workshop)

June 15, 2023 (Regular Meeting)

June 29, 2023 (Regular Meeting)

July 13, 2023 (Workshop)

July 20, 2023 (Regular Meeting)



# City of Murfreesboro City Council – Workshop Regular Session

Thursday, January 9, 2025 at 11:30 am Municipal Airport Business Center 1930 Memorial Boulevard Murfreesboro, Tennessee

#### **MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:35 a.m. on Thursday, January 9, 2025.

## **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**

Darren Gore, City Manager Adam Tucker, City Attorney Erin Tucker, City Recorder / Chief Financial Officer Sam Huddleston, Assistant City Manager Amanda DeRosia, Interim Finance Director Lesley Short, Assistant Finance Director Ryan Hulsey, Airport Assistant Director Matt Jarratt, Information Technology Director Angela Jackson, Executive Director of Strategic Services Randolph Wilkerson, Human Resources Director Nate Williams, Executive Director of Recreational Services Craig Tindall, Special Counsel Michael Bowen, Police Chief Steve Jarrell, Assistant Police Chief Mark McCluskey, Fire Rescue Chief 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 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 and the Mayor moved to the next item on the agenda.

**Action Items** 

1. City Council Meeting Minutes (Finance). Erin Tucker, City Recorder/ Chief Financial

Officer, presented a Council Communication regarding approval of the following City Council

meeting minutes. The meeting minutes were not read aloud to the Council.

**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)

Mr. Wright made a motion to approve the minutes. 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, Shawn Wright,

Shane McFarland

Nay: None

2. CIP Reallocations (Finance). Erin Tucker, City Recorder/ Chief Financial Officer,

presented a Council Communication requesting Council approve Community Investment Program

(CIP) reallocations. Funding from various CIP projects is to be reallocated to Police, Towne Creek

and Parks & Recreation for CIP eligible projects. 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.

Mr. Wright made a motion to approve the CIP Reallocations. Vice Mayor Shacklett seconded

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

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

Shane McFarland

Nay: None

3. CAD Rehost Dispatch Servers (Information Technology). Matt Jarratt, Information

Technology Director, presented a Council Communication regarding approval to purchase network

hardware and software for the Computer Aided Dispatch (CAD) Rehost Dispatch Servers project

from Waypoint Business Solutions, LLC. The purchase will enable compliance with Criminal Justice

Information System (CJIS) standards and ensure reliable operation of Murfreesboro Police

Department's critical dispatch services.

Mr. Maxwell made a motion to approve the purchase and contract with Waypoint Business

Solutions, LLC. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed

by the following vote:

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

Shane McFarland

Nay: None

4. Taxiway A and Apron Pavement Rehabilitation Final Change Order (Airport). Ryan

Hulsey, Airport Assistant Director, presented a Council Communication requesting approval of

Taxiway A and Apron Pavement Rehabilitation Final Change Order #4 with Cleary Construction

Incorporated.

Mr. Wright made a motion to approve Final Change Order #4 with Cleary Construction

Incorporated. 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, Shawn Wright,

Shane McFarland

Nay: None

**Workshop Items** 

5. Update on Various Airport Projects and Other Matters (Airport). Mayor McFarland

stated this item would not be heard today and would be held until the next workshop meeting.

6. Legacy Recognition Program, Employee Handbook Policy 1019 (Administration).

Angela Jackson, Executive Director of Strategic Services, presented a Council Communication,

documents and PowerPoint presentation regarding Legacy Recognition Program, Employee

Handbook Policy 1019. 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. Discussion by Council ensued. Overall Council was supportive of the new

program. This information was provided to Council as notification only and no vote was necessary.

7. Sponsorship Ordinance (Legal). Craig Tindall, Special Counsel, presented a Council

Communication, documents and PowerPoint presentation regarding a sponsorship ordinance that

City Council Workshop Meeting Minutes January 9, 2025, 11:30 am would establish the parameters for the Murfreesboro Sports Authority as it develops its marketing

plan for advertising, sponsorship, and naming rights agreements. Mr. Tindall outlined some of the

items the ordinance would cover and its purpose including: restricting sponsorship to commercial

speech, prohibiting specific types of advertisements, revenue allocation, non-commercial speech

being protected and the responsibilities, deliverables and compensation of Donegal Associates. The

draft revenue agreement with Donegal Associates was provided as information to Council as

notification only and no vote was necessary.

Other Business. Community Investment Trust Update. Mr. Tindall requested if he could

address the Council regarding some other business. Mayor McFarland confirmed. Mr. Tindall

indicated that the assets for the Community Investment Trust are determined in November. It looks

like the amounts will increase this year by 20-25%. This will increase what the Trust is able to do this

year.

Other Business. Private/Public Partnerships for Recreational Facilities. Mayor

McFarland asked Mr. Tindall if they should go through the Sports Authority to develop private/public

partnerships to build, maintain and run recreational facilities within the City as this is where things

are going nationwide. Mr. Tindall stated the Council should make those decisions, but certainly the

Sports Authority could be involved in the process, if Council requested. Mayor McFarland said

discussion needs to be had because the City is behind on building additional baseball and softball

fields.

8. Economic Development Reporting Update (Administration). Darren Gore, City

Manager, presented a Council Communication and PowerPoint presentation regarding the

Economic Development Reporting Update to review a work-in-progress economic development

report being created in conjunction with the Chamber of Commerce. Mr. Gore stated this was an

update from the Council Retreat regarding a balanced approach to economic development in the

City among Murfreesboro Staff, economic development consultants and the Chamber of

Commerce. Mr. Gore outlined an approach that gives each of these groups specific tasks for

economic development. This information was provided to Council as notification only and no vote

was necessary.

9. CIP Transfers (Finance). Amanda DeRosia, Interim Finance Director, presented a Council

Communication and documents through the agenda packet regarding notification of CIP transfers.

Ms. DeRosia did not speak to Council. Transfers include transfer of CIP Funds between the Bond

Fund and General Fund for Automatic Sideloaders, River Rock – Beasie Road, Cherry Lane Phase 3,

and Town Creek. This information was provided to Council as notification only and no vote was

necessary. Mayor McFarland asked if there were any questions and there were none.

10. FY25 Mid-Year Budget Review Report (Finance). Erin Tucker, City Recorder/ Chief

Financial Officer, presented a Council Communication and documents regarding notification of FY

25 Mid-Year Financial Report. The FY25 Mid-Year Financial Report includes a relevant review of FY24

unaudited results and FY25 budget comparison information. This information was provided to

Council as notification only and no vote was necessary. Mayor McFarland asked if there were any

questions and there were none.

11. November Dashboard (Finance). Erin Tucker, City Recorder/ Chief Financial Officer,

presented a Council Communication and documents regarding November 2024 Dashboard. This

information was provided to Council as notification only and no vote was necessary. Mayor

McFarland asked if there were any questions and there were none.

**Board and Commission** 

No board or commission was presented.

Licensing

No beer permits were presented.

**Payment of Statements** 

No payment of statements was presented.

**Other Business** 

Potential Storm Event. Darren Gore, City Manager, spoke about City policy regarding

inclement weather for essential and non-essential staff. He stated administration plans to be open

tomorrow, but if hazardous road conditions occur, staff may use personal time for the day or to leave

early. He stated the plan was to have City Hall and recreational facilities open. Ms. Scales Harris

recommended evaluating other options in the future.

Census Update. Vice Mayor Shacklett requested an update on the census. Sam Huddleson,

Assistant City Manager, updated Council regarding compiling census responses. Currently about

10,000 households have responded, totaling approximately 25,000 people, which is behind the

175,000 goal. Mr. Huddleston indicated that staff have several other ideas to increase participation

and the total census count. Mayor McFarland suggested hiring an outside firm to get better census

input. By statute, the census count will be completed by the end of February.

Cost of Living Plan for Retirees. Mayor McFarland recognized several retired firefighters that

were present at the meeting. He stated they had talked about the increased cost of living and how

that affects retirees. He suggested Council, Erin Tucker, City Recorder/ Chief Financial Officer, and City Staff evaluate, develop, and consider an overall Cost of Living 5-year Plan for current retirees and spouses to be presented at a future Council meeting.

## Adjourn

There being no further business	. Mavo	r McFarland ad	liourned this me	eting	at 12:30 r	o.m.

	SHANE MCFARLAND MAYOR
ATTEST:	
ERIN TUCKER	
CITY RECORDER/ CHIEF FINANCIAL OFFICER	R
APPROVED BY COUNCIL:	



# City of Murfreesboro City Council – Regular Session

Thursday, May 18, 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 18, 2023.

#### **Council Members Present**

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

Jami Averwater 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 Randolph Wilkerson, Employee Services Director Vickie Ordonez, Chief Court Clerk Brad Barbee, Principal Planner Michael Bowen, Police Chief Raymond Hillis, Executive Director of Public Works Greg McKnight, Executive Director of Development Dr. Trey Duke, City Schools Director Joel Aguilera, Planner Chad Gehrke, Airport Director Jim Kerr, Transportation Director Mike Browning, Public Information Officer 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.

#### **Ceremonial Items**

STARS Award for April 2023 (Employee Services). Randolph Wilkerson, Employee Services

Director, presented the STARS Award for the month of April upon Kaylee Rendle, a Recreation

Program Instruction at the Wilderness Center in the Parks and Recreation Department. The STARS award's purpose is to recognize City employees that go above and beyond the call of duty. Ms. Rendle

provided excellent customer service to a visitor at the Wilderness Station. A Girl Scout leader

inquired about the animal encounter program for her Daisy Scouts. Ms. Rendle provided detailed

information on how the Scout leader could book a personalized program. She provided great

customer service to the scouts and was knowledgeable regarding the Wilderness Station.

**Consent Agenda** 

The Consent Agenda was presented for approval with Council Communications for the

following items:

1. Retail Liquor Certificate of Compliance - New Day Hope Liquor, Wine & Beer -

**Ownership Change (Finance)** 

2. Retail Liquor Certificate of Compliance - Murfreesboro Wine & Spirits - Ownership

**Change (Finance)** 

3. Fox Collection Agency Amendment (Judicial)

4. Mandatory Referral for Dedication of CUD Water Line Easement along Blaze Drive

(Planning)

5. Mandatory Referral for Abandonment of Alley Right-of-Way South of West Chestnut

Street (Planning)

6. Violent Crime Intervention Fund Grant Contract (Police)

7. Contract Extension with Heritage Cleaners (Police and Fire)

8. Main Street Banner Request (Street)

9. Asphalt and Concrete Purchase Report (Street)

10. Geotechnical Services Amendment for Overall Creek Pump Station (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: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

**Old Business** 

**Ordinance** 

11. Ordinance 23-O-20 FY23 Budget Amendment (Second and Final Reading)

(Administration). The ordinance titled "ORDINANCE 23-O-20 amending the Fiscal Year 2023

(hereafter "FY2023") Budget (7th Amendment)" which passed its first reading on May 10,2023, was

offered for passage on its second and final reading.

Mr. Wade made a motion to approve Ordinance 23-O-20 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, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

12. Ordinance 23-O-17 Setting FY24 Water and Sewer Rate (Second and Final Reading)

(Administration). 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" which passed its first reading on May 4, 2023, was offered for passage on its second and

final reading.

Mr. Wright made a motion to approve Ordinance 23-O-17 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:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

**New Business** 

**Resolution** 

13. Resolution 23-R-12 Support and Acknowledgement of Amended Murfreesboro 2035

Comprehensive Plan (Planning). Greg McKnight, Executive Director of Development, presented a

Council Communication requesting Council approve Resolution 23-R-12 Support and

Acknowledgement of Amended Murfreesboro 2035 Comprehensive Plan. Mr. McKnight reviewed the

steps to get to these amendments and how they will benefit the City of Murfreesboro.

Mayor McFarland initiated a public hearing on the matter, welcoming comments on

Resolution 23-R-12 Support and Acknowledgement of Amended Murfreesboro 2035 Comprehensive

Plan 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. Notice of this public hearing was not published, but it was not scheduled nor

required by law.

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The resolution titled, "RESOLUTION 23-R-12 in acknowledgment and support of the

amended City of Murfreesboro 2035 Comprehensive Plan" was offered for passage on its first and

only reading.

Ms. Scales Harris made a motion to approve Resolution 23-R-12. Mr. Wright seconded the

motion. Upon roll call, the resolution was passed by the following vote:

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

Shane McFarland

Nay: None

14. Resolution 23-R-10 Budget Amendment #8 Summer and Con Admin Grants

(Schools). Dr. Trey Duke, City Schools Director, presented a Council Communication requesting

Council authorize schools' amendment to the FY23 General Purpose and Federal Projects funds to

budget new grant awards. The resolution titled, "RESOLUTION 23-R-10 amending the FY2023

Murfreesboro City Schools Budget (8th Amendment)" was offered for passage on its first and only

reading.

Ms. Scales Harris made a motion to approve Resolution 23-R-10. Mr. Wade seconded the

motion. Upon roll call, the resolution was passed by the following vote:

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

Shane McFarland

Nay: None

15. Resolution 23-R-19 Solid Waste Fee Schedule Adjustment (Solid Waste). Darren

Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication

requesting Council consider a proposed resolution to adjust solid waste fees. Mr. Darren Gore

reviewed the information that was presented at the workshop on May 10, 2023, to the Council. This

fee adjustment represents an approximate \$1.44 Million revenue increase. Mayor McFarland

commented on the numerous benefits the Solid Waste program was providing at the increased rate.

The resolution titled, "RESOLUTION 23-R-19 adopting Solid Waste Collection and Disposal Fee

Schedule" was offered for passage on its first and only reading.

Mr. Wade made a motion to approve Resolution 23-R-19. Ms. Scales Harris seconded the

motion. Upon roll call, the resolution was passed by the following vote:

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

Shane McFarland

Nay:

None

**Land Use Matters** 

16a. Public Hearing for Plan of Services and Annexation for 23-R-PS-16 and 23-R-A-16 for

Property along Manson Pike (Planning). Brad Barbee, Principal Planner, presented a Council

Communication regarding a Plan of Services and Annexation of approximately 8.63 acres and

zoning of approximately 8.23 acres, respectively, located along the north side of Manson Pike

southeast of I-840. Notice of public hearing was published on May 2, 2023, in the Murfreesboro

Post. Mr. Barbee stated that a public hearing was required on the matter.

Mayor McFarland initiated the 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 on the matter. Consequently, Mayor McFarland

concluded the public hearing.

16b. Resolution 23-R-PS-16 Plan of Services for Property along Manson Pike (Planning).

The resolution titled, "RESOLUTION 23-R-PS-16 to adopt a Plan of Services for approximately 8.6

acres located along Manson Pike, Marsha Love, applicant [2023-502]" was offered for passage on

its first and only reading.

Mr. Wright made a motion to approve Resolution 23-R-PS-16. Mr. Wade seconded the

motion. Upon roll call, the resolution was passed by the following vote:

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

Shane McFarland

Nay: None

16c. Resolution 23-R-A-16 Annexation for Property along Manson Pike (Planning). The

resolution titled, "RESOLUTION 23-R-A-16 to annex approximately 8.6 acres located along Manson

Pike (Tax Map 78, Parcel 16.01), and to incorporate the same within the corporate boundaries of the

City of Murfreesboro, Tennessee, Marsha Love, applicant [2023-502]" was offered for passage on its

first and only reading.

Mr. Wade made a motion to approve Resolution 23-R-A-16. Mr. Wright seconded the

motion. Upon roll call, the resolution was passed by the following vote:

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

Shane McFarland

Nay: None

16d. Public Hearing for Rezoning for Property along Manson Pike, Ordinance 23-OZ-16

(Planning). Brad Barbee, Principal Planner, presented a Council Communication regarding a

rezoning for approximately 8.23 located along the north side of Manson Pike southeast of I-840. Matt

Taylor of SEC, Inc. presented information regarding the Rutherford Collegiate Prep project.

Discussion ensured. Notice of public hearing was published on May 2, 2023, in the Murfreesboro

Post. Mr. Barbee 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.

16e. Ordinance 23-OZ-16 Zoning 8.23 acres along Manson Pike (First Reading)

(Planning). The ordinance titled, "ORDINANCE 23-OZ-16 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 8.2 acres along Manson Pike as Planned Institutional Development

(PND) District (Rutherford Collegiate Prep PND) simultaneous with annexation; Ryan Companies US,

Inc., applicant [2023-404]" was offered for passage on first reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-15. Mr. Wright 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, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

17a. Public Hearing for Rezoning Property along Wenlon Drive, Ordinance 23-OZ-15

(Planning). Joel Aguilera, Planner, presented a Council Communication regarding a rezoning for

approximately 21.99 acres along the northwest side of Wenlon Drive, south of Chariot Drive to be

rezoned from RM-12 to PRD. Notice of public hearing was published on May 2, 2023, in the

Murfreesboro Post. Mr. Aguilera stated that a public hearing was required on the matter. Mr. Aguilera

introduced Mr. Roundtree, representing the developer. Mr. Clyde Roundtree, Huddleston and Steele,

presented a PowerPoint presentation reviewing the site plan.

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.

17b. Ordinance 23-OZ-15 Rezoning 21.99 acres along Wenlon Drive (First Reading)

 $\textbf{(Planning).} \ \textbf{Matthew Blomeley, Assistant Planning Director, presented a Council Communication to} \\$ 

City Council Meeting Minutes May 18, 2023, 6:00 pm rezone property along Wenlon Drive. The ordinance titled, "ORDINANCE 23-OZ-15 amending the

Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore

amended and as now in force and effect, to rezone approximately 22 acres located along Wenlon

Drive from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development

(PRD) District (The Murph PRD); Eastman Residential, applicant, [2023-402]" was offered for

passage on first reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-15. Mr. Wright seconded the

motion. Upon roll call, the ordinance was passed on its first reading by the following vote:

Ave:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

**On Motion** 

18. Taxiway A and Apron Pavement Rehabilitation Construction Grant (Airport). Chad

Gehrke, Airport Director, presented a Council Communication regarding a grant for construction

Taxiway A and Apron Pavement Rehabilitation and requested Council approve Federal and State

 $Grant for \$1,\!234,\!566 for the completion of the Taxiway A and Apron Pavement Rehabilitation project.$ 

Mr. Wade made a motion to approve Taxiway A and Apron Pavement Rehabilitation

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

vote:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Ave:

Shane McFarland

Nay:

None

19. 10-year Solid Waste Plan Update (Solid Waste). Darren Gore, Assistant City Manager/

Water Resources Director, presented a Council Communication and requested Council approve an

update of the City's 10-year plan for Solid Waste and materials management for the City, reinforcing

that new landfill adjoining Middle Point Landfill is inconsistent with the City's solid waste

management goals and objectives.

Mr. Maxwell made a motion to approve the 10-year Solid Waste Plan. Mr. Wade seconded

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

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

Shane McFarland

Nay:

None

City Council Meeting Minutes May 18, 2023, 6:00 pm

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20. Purchase of Interchange High Mast Lighting (Transportation). Jim Kerr, Transportation

Director, presented a Council Communication and requested Council approve the purchase of 81

LED High Mast Lighting fixtures for the I-24 and Old Fort Parkway Interchange and contract with

Graybar Electric Company, Inc. The new LED high mast lighting fixtures will cut the power usage by

more than half and will save the City approximately \$23,000 a year in energy costs. Funding for this

purchase, totaling \$122,310, will come from State Street Aid.

Ms. Scales Harris made a motion to approve the purchase from and contract with Graybar

Electric Company, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by

the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

21. Lagoon Water Treatment Residuals Removal Contract (Water Resources). Darren

Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication

regarding a service contract with Slurry Systems Company for removal of the water treatment

residuals from Stones River Water Treatment Plant lagoons. Mr. Gore requested Council approve the

contract with Slurry Systems Company in the amount of \$498,000.

Ms. Scales Harris made a motion to approve the contract with Slurry Systems Company. 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, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

**Board and Commission Appointments** 

22. Rutherford County Library System Board of Directors (Administration). Mayor

McFarland presented a Council Communication regarding an appointment to the Rutherford County

Library System Board of Directors. Vicki Twitty was recommended for reappointment with a term

expiration of June 30, 2026.

Mr. Wright made a motion to approve the reappointment. Mr. Maxwell seconded the

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

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Ave:

Shane McFarland

Nay:

None

City Council Meeting Minutes May 18, 2023, 6:00 pm

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No beer permits were presented.

## **Payment of Statements**

No payment of statements was presented.

## **Other Business**

**Future Council Meetings**. Craig Tindall, City Manager, announced Council will meet on Thursday, May 25, 2023 for Budget discussions at 4:00 p.m. and City Council's Regular Meeting at 6:00 p.m.

## Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:51 p.m.

	SHANE MCFARLAND MAYOR
ATTEST:	
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICER	
APPROVED BY COUNCIL:	



# City of Murfreesboro City Council – Special Session, FY24 Budget

Thursday, May 25, 2023, at 4:00 pm City Council Chambers 111 West Vine Street Murfreesboro, Tennessee

#### **MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session at its regular meeting place in the Council Chambers at City Hall at 4:03 p.m. on Thursday, May 25, 2023.

#### **Council Members Present**

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

## **City Representatives Present**

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Erin Tucker, Budget Director
Amanda DeRosia, Accounting Manager
Michael Bowen, Police Chief
Dr. Trey Duke, Director of City Schools
Nate Williams, Parks and Recreation Director
Sam Huddleston, Assistant City Manager
Darren Gore, Assistant City Manager/ Water Resources 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.

### **New Business**

Mayor McFarland turned the floor over to Craig Tindall, City Manager.

#### 1. FY24 Budget Discussions.

1a. Administration. Craig Tindall, City Manager, reviewed the budget meeting schedule and the overall FY2024 budget numbers. The total budget is \$573 million with three major components: the General Fund, City Schools, and Water Resources Department, an enterprise fund of the City. No tax increase is recommended for the year and there is a recommendation of an increase in the solid waste collection fee of \$2.00 per month for residential and \$5.00 for

commercial, excluding the City Center. He stated that budgeting was approached with a more conservative view due to the current economic conditions. The FY2024 budget is approximately 6%

over the FY2023 budget. Mr. Tindall then turned the meeting over to Erin Tucker, Budget Director.

Erin Tucker, Budget Director, provided a PowerPoint presentation reviewing the City of

Murfreesboro FY2024 Proposed Budget and next steps for adoption. Highlights of the Fiscal Year

2024 Budget included: property tax and sale tax trends; various revenue sources for the City (no

property tax increase proposed); Fiscal Year 2024 expenditures; solid waste fee revenue increases;

the priority of expenditures; pay raises; health insurance premium increases; carry-over

expenditures; and increase to fund balance. Ms. Tucker recommended when the budget is

motioned for approval that Council make a motion to include reducing the premium increase as

presented.

Mayor McFarland opened the floor for discussion and questions regarding budget issues.

Mayor McFarland asked Michael Bowen, Chief of Police, to explain the state's grant funds

for recruitment, retention and cost sharing. Chief Bowen reviewed the recruitment and retention

grant and discussed recruitment and officer staffing needs. Mayor McFarland suggested the

possibility of the City offering a choice between the 3-year bonuses or moving expenses at time of

hire. Ms. Tucker clarified that this is not yet in the budget because an award has not been received

to fund the program but could be added as a budget amendment when details with the state are

finalized.

Mayor McFarland asked Dr. Trey Duke, Director of City Schools, to explain how the Shared

Fund is allocated for education per student. Dr. Duke stated that the City's share of Rutherford

County tax revenues is calculated by the total percentage of Rutherford County students who are

attending City Schools and presented a PowerPoint slideshow reviewing the FY23 Rutherford

County Budget and student education fund per student.

Mr. Maxwell and Mayor McFarland requested information regarding employment positions

within Parks and Recreation and projects within the proposed FY24 Budget. Nate Williams, Parks

and Recreation Director, discussed staffing needs for the proposed budget. Mr. Williams and Sam

Huddleston, Assistant City Manager, discussed the proposal for the Parks and Recreation's master

plan and design for West Park and the need for practice baseball fields.

Mayor McFarland suggested that an upcoming workshop meeting include discussion about

how City property assets could be used for different needs.

City Council Budget Special Session Meeting Minutes May 25, 2023, 4:00 pm 1b and 1c. Water Resources and Stormwater. Darren Gore, Assistant City Manager/ Water

Resources Director, presented the Water Resources and Stormwater Fund Budget for Fiscal Year

2024, total revenues comparison from Fiscal Year 2023 to Fiscal Year 2024, and highlighted the

Fiscal Year 2023 accomplishments as well as the Fiscal Year 2024 goals.

1d. Murfreesboro City Schools. Dr. Trey Duke, Director of City Schools, presented a

PowerPoint presentation regarding the Murfreesboro City Schools Budget for Fiscal Year 2024. He

stated the district has adopted a new five-year strategic plan, highlighted the budget goals the

district has set and answered questions from Council regarding expenditures and the potential

anticipated need for a new school in the fastest growing area of the City. Dr. Dukes' presentation

also included student projections, cost of living adjustments, Murfreesboro City Schools budget,

Security in Schools Funding, General Purpose and Revenues and Expenditures.

Vice Mayor Shacklett commended Dr. Duke and the City Schools staff on the incredible job

they do.

2. Other FY24 Budget Discussions

No further discussion was needed.

**Other Business** 

APPROVED BY COUNCIL: \_

No other business was presented.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 5:20 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER



# City of Murfreesboro City Council – Regular Session

Thursday, May 25, 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 6:41 p.m. on Thursday, May 25, 2023.

## **Council Members Present**

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

#### **City Representatives Present**

Craig Tindall, City Manager Adam Tucker, City Attorney Jennifer Brown, City Recorder/ Finance Director Erin Tucker, Budget Director Amanda DeRosia, Accounting Manager Darren Gore, Assistant City Manager/ Water Resources Director Sam Huddleston, Assistant City Manager Randolph Wilkerson, Human Resources Director Michael Bowen, Police Chief Mark McCluskey, Fire Rescue Chief Matthew Blomeley, Assistant Planning Director Brad Barbee, Planner Chris Griffith, Executive Director of Public Infrastructure Trey Adams, Golf Director Angela Jackson, Executive Director of Strategic Services Matt Jarrett, Information Technology Director Chris Yeager, City Clerk

## **Prayer and Pledge of Allegiance**

Mayor McFarland called the meeting to order and stated they were starting late due to an earlier meeting that lasted longer than expected. Ms. Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland recognized the presence Fire Rescue Chief and Police Chief, Mark McCluskey and Michael Bowen and Chris Clark, Rutherford County Public Safety Director, who coordinates disaster response and emergency services in Rutherford County. Mr. Clark previously asked Mayor McFarland to come and make some comments to Council and City. On April 1, 2023,

there was a tornado that touched down in the Eagleville area. Mr. Clark thanked the Council, the

City of Murfreesboro, and City department personnel for assisting Rutherford County with search

and rescue efforts and disaster response following the tornado.

**Consent Agenda** 

The Consent Agenda was presented for approval with Council Communications for the

following items:

1. Mandatory Referral for Dedication of Electric Easements along Cason Lane

(Planning)

2. Master Services Agreement - Kimley Horn (Engineering)

3. Sewer Allocation Variance- Elam Farms Parkway - Hotel (Planning)

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:

Ave: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

**Old Business** 

**Ordinance** 

**Land Use Matters** 

4. Ordinance 23-OZ-16 Zoning for property along Manson Pike (Second and Final

Reading) (Planning). The ordinance titled, "ORDINANCE 23-OZ-16 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 8.2 acres along Manson Pike as Planned Institutional

Development (PND) District (Rutherford Collegiate Prep PND) simultaneous with annexation; Ryan

Companies US, Inc., applicant [2023-404]" which passed its first reading on May 18, 2023, was

offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-16 on second and final reading.

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Aye:

Shawn Wright, Shane McFarland

Nay: None

5. Ordinance 23-OZ-15 Rezoning property along Wenlon Drive (Second and Final

Reading) (Planning). The ordinance titled, "ORDINANCE 23-OZ-15 amending the Zoning Ordinance

and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in

force and effect, to rezone approximately 22 acres located along Wenlon Drive from Residential

Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Murph

PRD); Eastman Residential, applicant, [2023-402]" which passed its first reading on May 18, 2023,

was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-15 on second and final

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

vote:

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

**New Business** 

**Ordinance** 

6a. Public Hearing for Adoption of Proposed FY24 Budget (Administration). Erin Tucker,

Budget Director, presented a Council Communication regarding the proposed FY24 Budget

information and consideration of ordinance adopting the FY24 Budget. Ms. Tucker stated that a

public hearing was required on the City's budget and tax rate ordinances. Ms. Tucker stated there is

no tax increase and the tax rate will remain at \$0.9526 and provided a brief overview of the City

budget.

Mayor McFarland initiated the public hearing, welcoming comments on the Proposed FY24

Budget and provided instructions for those wishing to speak. Despite sufficient time for input, no

attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded

the public hearing.

6b. Ordinance 23-O-18 Adopt Proposed FY24 Budget (First Reading) (Administration).

The ordinance titled, "ORDINANCE 23-O-18 adopting a budget and appropriations ordinance

providing for appropriations out of the general and special funds of the City of Murfreesboro,

Tennessee, of certain sums to defray the current, necessary and special expenses of said City for

Fiscal Year 2024 (hereafter "FY2024"), and for other purposes." was offered for passage on first

reading.

Mr. Wade made a motion to approve Ordinance 23-O-18 on first reading. Mr. Wright

seconded the motion. No roll call was taken on this motion.

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Ms. Averwater and Ms. Tucker interjected regarding health insurance. Ms. Tucker

recommended Council agree to reduce the health insurance premium increase to include the

amendment in the motion to approve Ordinance 23-O-18. The exhibit would then be updated for

second reading at the June 8, 2023 meeting.

Ms. Averwater made a motion to amend Ordinance 23-O-18 prior to first reading to include

reducing the health insurance premium from eight percent (8%) to four percent (4%). 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

Mr. Maxwell made a motion to approve Ordinance 23-O-18 on first reading, as amended.

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

6c. Ordinance 23-O-19 Adopt 2023 Tax Rate (First Reading) (Administration). The

ordinance titled, "ORDINANCE 23-O-19 providing for the levy and collection of a tax for the year

2023 upon all property, real, personal and mixed, within and subject to the jurisdiction of the

City of Murfreesboro that is now taxable under the laws and Constitution of the State of

Tennessee and the Charter of said City, and for the interest and costs to be added to such

taxes after certain dates" was offered for passage on first reading.

Ms. Averwater made a motion to approve Ordinance 23-O-19 on first reading. Mr. Wright

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

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

7a. Public Hearing for Impact Fee Schedule (Administration). Craig Tindall, City

Manager, presented a Council Communication regarding setting the Murfreesboro Impact Fee

schedule. Mr. Tindall stated that a public hearing was required on the matter.

Mayor McFarland initiated the public hearing, welcoming comments on the Proposed

Impact Fee Schedule 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.

7b. Ordinance 23-O-21 Impact Fee Schedule (First Reading) (Administration). The

ordinance titled, "ORDINANCE 23-O-21 setting Impact Fees pursuant to the Murfreesboro Impact

Fee Ordinance" was offered for passage on first reading. Discussion ensued regarding the fee

amount and the possibility of phasing in the fee by increasing it progressively each year.

Mr. Maxwell made a motion to set the impact fee schedule for \$2.00 first year, \$2.25

second year, and \$2.50 third year. Seeing no second, the motion died.

Mr. Wade made a motion to amend Ordinance 23-O-21 to a progressive impact fee

schedule of \$1.50 first year, \$2.00 second year, and \$2.50 third year with the option for annual

review for single residential. Multi family, Commercial, Industrial, and Office fee schedules are as

proposed in the ordinance. Ms. Scales Harris seconded the motion. Adam Tucker, City Attorney,

made a point of clarification that the ordinance states Council will review the impact fee schedule

not less than every five years, no study is required. Upon roll call, the motion passed by the

following vote:

Aye:

Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright

Nay: Austin Maxwell

**Abstain:** Shane McFarland

Mr. Wright made a motion to approve Ordinance 23-O-21 on first reading, as amended. Ms.

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

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright

Nay: None

**Abstain:** Shane McFarland

Ordinance 23-O-22 Community Decency Standards (First Reading)

(Administration). Mayor McFarland presented a Council Communication regarding ordinance to

establish community decency standards and setting penalties for violation thereof. The ordinance

titled, "ORDINANCE 23-O-22 amending the Murfreesboro City Code, Chapter 20, Offenses and

Miscellaneous Provisions, Article I, Section 22, regarding community decency standards" was

offered for passage on its first reading.

Mr. Maxwell made a motion to approve Ordinance 23-O-22 on first reading. Mr. Wade

seconded the motion. Vice Mayor Shacklett and Ms. Averwater expressed concern over the

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ordinance as written and stated they could not support the ordinance as written. Upon roll call, the

motion was passed by the following vote:

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

McFarland

Nay: Jami Averwater, Bill Shacklett

**Resolution** 

9. Resolution 23-R-21 Setting Time for Council Meetings (Administration). The

resolution titled, "RESOLUTION 23-R-21 establishing the time of City Council meetings" was

offered for passage on its first and only reading. This will move the workshop meetings from

Wednesdays to Thursdays at 11:30 a.m.

Ms. Averwater made a motion to approve Resolution 23-R-21. Mr. Maxwell seconded the

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

Ave: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

Public Comment on Actionable Agenda Items Announcement. Mayor McFarland stated

the state statute is changing starting July 1, 2023. The state statute now requires a Public Comment

Session to occur at every meeting for public comment on anything directly related to specific

actionable agenda items. He suggested this occur at the beginning of every meeting.

Jennifer Brown, City Recorder/ Finance Director, stated a policy is being drafted for Council

approval to be applied City-wide. It was suggested speakers be required to pre-register and set a

specific amount of time for the actionable agenda item public comment.

**On Motion** 

10. Cherry Lane Phase 2 Professional Services Contract (Engineering). Chris Griffith,

Executive Director, presented a Council Communication requesting Council approve the

Professional Services Contract for the Design of Cherry Lane Phase 2 with Wiser Consultants, LLC.

The Corps of Engineers requested the City relocate the current proposed alignment of Cherry Lane

Phase 2 due to encroachments on wetlands and a creek. The proposal from Wiser Consultants will

include the design of the relocated alignment and complete the final design and bid documents for

the entire Cherry Lane Phase 2 project. The cost of this work, \$617,426.

Mr. Wade made a motion to approve the Service Contract with Wiser Consultants. Ms.

Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

11. Old Fort Golf Course Renovations (Golf). Trey Adams, Golf Director, presented a

Council Communication and documents requesting Council approve the Old Fort Golf Course

project utilizing existing bond and loan proceeds. The project will replace the aging turfgrass on the

putting greens at Old Fort Golf Course nearing the end of their 20-to-30-year lifespan, bunker and

drainage improvements, and upgrades to the cart paths. The estimated cost of the Old Golf

Course project is \$1.48 million dollars to be funded from the FY21 CIP budget and reallocated FY22

bond proceeds available from deferred projects. Construction drawings were provided in the

agenda packet by Nathan Crace, American Society of Golf Course Architects.

Ms. Averwater made a motion to approve the Old Fort Golf Course Project renovations

utilizing existing bond and loan proceeds. Mr. Wade seconded the motion. Upon roll call, the

motion was passed by the following vote:

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

12. Cityworks Software License Renewal (Information Technology). Matt Jarratt,

Information Technology Director, presented a Council Communication and documents requesting

Council approve the renewal of Cityworks software licensing for City, Water Resources, and Public

Safety with True North Geographical Technologies, LLC. The expense of \$191,000 will be funded by

the Department's operating budget and MWRD operating budget.

Ms. Scales Harris made a motion to approve the Cityworks software licensing renewal. 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

13. Low Voltage Work Order at 2140 N. Thompson Lane (Information Technology). Matt

Jarratt, Information Technology Director, presented a Council Communication requesting Council

approve the work order for LanLink Communications for 2140 N. Thompson Lane renovations. The

project requires low voltage cabling as part of the building's renovation. The equipment is to

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provide functional meeting and training rooms upon move-in. The work order also includes

installation of other project-funded items that are not sourced by the vendor.

Ms. Averwater made a motion to approve the Low Voltage Work Order with LanLink

Communications. 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

**Board and Commission Appointments** 

No board and commission appointments were presented.

Licensing

No beer permits were presented.

**Payment of Statements** 

Jennifer Brown, City Recorder/ Finance Director, stated there were two statements to

consider. The first is a payable from Rutherford County Circuit Clerk for \$55,000 to be paid from the

General Fund Economic Development FY23 Operating Budget with an additional \$20,000 payable

contingent on the removal of a building by August 31, 2023. The Deputy City Attorney emailed

Council regarding this payable. The second is an invoice from Davis Environmental Attorneys for

\$66,119.44 to be paid from the General Fund Legal FY23 Operating Budget. The city attorney

emailed Council regarding this invoice.

Ms. Averwater made a motion to approve the payment of statements. Mr. Maxwell

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

**Other Business** 

Future Council Meetings. Craig Tindall reminded there will be a Council Meeting Regular

Session on June 8, 2023 at 6:00 p.m. with public comment at 5:30 p.m. Council will meet for a

Workshop Meeting on June 15, 2023.

Vice Mayor Shacklett thanked everyone in the community for coming to Spring Fling and

Parks and Recreation staff for doing a great job.

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Mayor McFarland stated the Nashville Airport CEO spoke at the Murfreesboro Airport regarding the number of people going through the airport daily. He also indicated Senator Bill Haggarty was in town and provided an update on things happening in Washington.

Mr. Maxwell wished everyone a wonderful Memorial Day weekend and encouraged listeners to think of what the weekend is about, those who served and those who were not able to come home.

# Adjourn

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	SHANE MCFARLAND MAYOR
ATTEST:	
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICER	3
APPROVED BY COUNCIL:	



# City of Murfreesboro City Council – Workshop Regular Session

Thursday, June 8, 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 11:34 a.m. on Thursday, June 8, 2023.

#### **Council Members Present**

Bill Shacklett, Vice Mayor – Presiding Jami Averwater Madelyn Scales Harris Austin Maxwell

Mayor Shane McFarland, Kirt Wade, Shawn Wright were absent and excused from this meeting.

#### **City Representatives Present**

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Sam Huddleston, Assistant City Manager
Erin Tucker, Budget Director
Chad Gehrke, Airport Director
Gabriel Moore, Project Engineer
Chris Yeager, City Clerk

# **Prayer and Pledge of Allegiance**

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

## **Action Items**

1. FY24 Budget Resolutions (Administration). Erin Tucker, Budget Director, presented a Council Communication and documents regarding FY24 budget resolutions and presented resolutions for approval.

Vice Mayor Shacklett stated items 1e and 1f would be moved to the beginning of the meeting for Council discussion.

1e. Resolution 23-R-20 One Time Distribution to Schools and 1f. City Schools Subrecipient Agreement. The resolution titled, "RESOLUTION 23-R-20 authorizing one-time distribution of funds from the Tennessee State-Subdivision Opioid Settlement Fund to Murfreesboro City Schools" and the Subrecipient Grant Agreement between the City of

Murfreesboro and Murfreesboro City Schools for School-based Opioid Remediation Program to

Prevent Misuse of Opioids funded through the Tennessee State-Subdivision Opioid Agreement for

an initial payment of \$140,935 was offered for Council consideration.

Mr. Maxwell requested these items be deferred to a subsequent meeting so Council would

have time to review the use of the \$140,000 and so all seven Council members could be present for

these items

Ms. Scales Harris made a motion to defer Resolution 23-R-20 and City Schools

Subrecipient Agreement. Mr. Maxwell second the motion. Upon roll call, the motion was passed by

the following vote:

Aye:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

Nay:

None

Ms. Averwater requested staff and Council stay on top of the two deferred items due to

schools starting soon and one item being for hiring so the items can be in place for the fall.

Discussion ensued about the timeline to bring the items back for consideration.

1c. Resolution 23-R-15 City Schools. Vice Mayor Shackett requested Council consider

Resolution 23-R-15 first since the schools budget was on everyone's mind. The resolution titled,

"RESOLUTION 23-R-15 approving the budget of the Murfreesboro City Schools for the Fiscal Year

2024 (hereafter "FY2024"), which budget includes the general purpose fund, the extended school

program fund, the federal and state program funds, the cafeteria fund, and the debt service fund"

was offered for passed on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 23-R-15, less deferring \$140,000 to

come up at a future date prior to the start of school with a decision. Ms. Scales Harris seconded

the motion. Upon roll call, the motion passed by the following vote:

Aye:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

Nay: None

1a. Resolution 23-R-13 Water Resources. The resolution titled, "RESOLUTION 23-R-13

approving the budget of the Murfreesboro Water Resources Department for the Fiscal Year 2024

(hereafter "FY2024")" was offered for passed on its first and only reading.

Ms. Averwater made a motion to approve Resolution 23-R-13. 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

Nay:

None

1b. Resolution 23-R-14 Stormwater Utility Management. The resolution titled,

"RESOLUTION 23-R-14 approving the budget of the Stormwater Utility Management Fund for the

Fiscal Year 2024 (hereafter "FY2024")" was offered for passed on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 23-R-14. 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

Nay: None

1d. Resolution 23-R-18 Community Investment Trust. The resolution titled,

"RESOLUTION 23-R-18 approving the budget of the Community Investment Trust for the Fiscal Year

2024 (hereafter "FY2024")" was offered for passed on its first and only reading.

Ms. Averwater made a motion to approve Resolution 23-R-18. 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

Nay:

None

2. FY24 Budget Changes and Related Ordinances (Administration). Erin Tucker, Budget

Director, presented a Council Communication and documents to Council regarding the budget and

tax rate ordinances and reviewed suggested amendments to Ordinance 23-O-18. Ms. Tucker

recommended Council approve amended budget changes.

2a. Ordinance 23-O-18 FY24 Budget (Second and Final Reading). The ordinance titled

"ORDINANCE 23-O-18 adopting a budget and appropriations ordinance providing for

appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of

certain sums to defray the current, necessary and special expenses of said City for Fiscal Year

2024 (hereafter "FY2024"), and for other purposes" which passed its first reading on May 25, 2023,

was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 23-O-18, as amended, on second and

final reading. Mr. Maxwell seconded the motion. Jennifer Brown clarified that Council needed to

vote on the amendments prior to voting on the ordinance.

Ms. Scales Harris made a motion to amend Ordinance 23-O-18 prior to second and final

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

vote:

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

Nay:

None

Mr. Maxwell made a motion to approve Ordinance 23-O-18, as amended, on second and

final reading. Ms. Scales Harris seconded the motion. Upon roll call, the motion was by the

following vote:

Aye:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

Nay: None

2b. Ordinance 23-O-19 FY24 Tax Rate (Second and Final Reading). The ordinance titled

"ORDINANCE 23-O-19 providing for the levy and collection of a tax for the year 2023 upon all

property, real, personal and mixed, within and subject to the jurisdiction of the City of

Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and

the Charter of said City, and for the interest and costs to be added to such taxes after certain

dates." which passed its first reading on May 25, 2023, was offered for passage on its second and

final reading.

Ms. Averwater made a motion to approve Ordinance 23-O-19 on second and final reading.

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

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

Nay: None

3. Community Investment Program Funds Transfer (Administration). Erin Tucker, Budget

Director, presented a Council Communication requesting Council approve the CIP fund transfer for

Brinkley Road due to higher construction costs and for replacement vehicles for the Fire

Department.

Mr. Maxwell made a motion to approve the CIP funds transfer. Ms. Scales Harris seconded

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

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

Nay: None

4. Resolution 23-R-16 Other Post-Employment Benefits (OPEB) FY24 (Finance). Jennifer

Brown, City Recorder/ Finance Director, presented a Council Communication requesting Council

approve the annual election to provide other post-employment benefits (OPEB) for retirees and

long-term disabled employees for FY 2024. The resolution titled, "RESOLUTION 23-R-16 to provide

other post-employment benefits (OPEB) for City of Murfreesboro retirees and long-term disabled

employees for Fiscal Year 2024 (hereafter "FY2024") to include health/medical, dental, vision, and

life insurance benefits" was offered for passage on its first and only reading.

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Ms. Scales Harris made a motion to approve Resolution 24-R-16. 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

Nay: None

5. FY23 Annual Audit Contract (Finance). Jennifer Brown, City Recorder/ Finance Director,

presented a Council Communication and documents regarding the annual audit contract and

production of the annual comprehensive financial report (ACFR) for FY23. Ms. Brown requested

Council approve the contract with Jobe, Hastings & Associates and authorize the City Recorder to

sign the State's electronic contract as the City's representative.

Ms. Scales Harris made a motion to approve the contract with Jobe, Hastings & Associates

to authorize the City Recorder to sign the State's electronic contract as the City's

representative. 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

Nay: None

6. Runway, Taxiway A, and Apron Pavement Rehabilitation Construction

Administration Work Authorization (Airport). Chad Gehrke, Airport Director, presented a Council

Communication regarding Runway, Taxiway A, and Apron Pavement Rehabilitation Construction

Administration Work Authorization. Mr. Gehrke requested Council approve Work Authorization No.

23-01 with Barge Design Solutions, Inc. for construction administrative services for the Runway,

Taxiway A, and Apron Pavement Rehabilitation Project in the amount of \$123,494.

Ms. Scales Harris made a motion to approve the Work Authorization No. 23-01 with Barge

Design Solutions, 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

Nay: None

7. Administration Town Creek Task Orders 3 and 4 (Administration). Gabriel Moore,

Project Engineer, presented a Council Communication regarding task orders for Town Creek Phase

2 daylighting project. Mr. Moore requested Council approve Task Order 3 and 4 with Griggs and

Maloney Incorporated. Task Order 3 provides for Geotechnical Exploration and Environmental Soil

Sampling throughout the Town Creek Phase 2 corridor and Task Order 4 provides for Master

Planning and Due Diligence activities within the Phase 2 corridor.

City Council Workshop Meeting Minutes June 8, 2023, 11:30 am

Ms. Scales Harris made a motion to approve the Town Creek Task Orders 3 and 4 with

Griggs & Maloney Incorporated. 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

Nay: None

**Workshop Items** 

8. CIP Reallocation (Finance). Jennifer Brown, City Recorder/ Finance Director, presented

a Council Communication and documents regarding an update of CIP reallocations. This

information was provided to Council as notification only and no vote was necessary.

9. Project Keystone - Broad Street Development (Administration). Sam Huddleston,

Assistant City Manager, provided a Council Communication and documents reviewing Project

Keystone and Development and Purchase and Sale Agreements. Matt Taylor with SEC, Inc.

presented a PowerPoint Presentation outlining the plans for the Broad Street Redevelopment

Project. The goal for the project is to bring growth to downtown Murfreesboro. The project includes

pedestrian connectivity, retail, hospitality, office, and for sale/leasing housing. The development

will include parking structures for retail, office and residential. The project will resolve ongoing

issues in the Historic Bottoms area. Discussion ensued. Mr. Huddleston stated that they would

take the discussion points from today and bring a revised development agreement to a later

Council meeting. This information was provided to Council as notification only and no vote was

necessary.

10. April 2023 Dashboard (Administration). Erin Tucker, Budget Director, presented a

Council Communication and documents regarding April 2023 Dashboard. This information was

provided to Council as notification only and no vote was necessary.

Licensing

11. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a

Council Communication regarding Regular Beer Permits and Special Event Beer Permits. The

following were offered for approval: One Regular Beer Permit for a new location located at 5525

Franklin Rd., Suite F. One Special Event Beer Permit for Main Street of Murfreesboro at Oakland's

Mansion on July 22, 2023, was presented for approval. Applicants met requirements for the

permits and were recommended for approval pending final building and codes inspections for the

regular beer permit and special event permit issuance for the special event beer permit.

City Council Workshop Meeting Minutes June 8, 2023, 11:30 am

Ms. Averwater made a motion to approve the permits. 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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

No other business was presented.

Adjourn

There being no further business, Vice Mayor Shacklett adjourned this meeting at 12:37 p.m.

BILL SHACKLETT

VICE MAYOR

ATTEST:

ERIN TUCKER

CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: \_



# City of Murfreesboro City Council – Regular Session

Thursday, June 15, 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, June 15, 2023.

#### **Council Members Present**

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

Jami Averwater 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, Water Resources Director/ Assistant City Manager
Chad Gehrke, Airport Director
Chris Griffith, Executive Director of Engineering
Brad Barbee, Planner
Chris Yeager, 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.

# **Consent Agenda**

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

- 1. Emergency Operations Center Improvements Change Order #1 (Administration)
- 2. MTE Easement and Primary Service (Airport)
- 3. FY24 Tennessee Housing Development Agency Emergency Solutions Grant (Community Development)
- 4. FY23 City Manager Approved Budget Amendments (Finance)
- 5. Contract with Murfreesboro Medical Clinic (Fire Rescue)

6. Motlow Payment Agreement (Fire Rescue)

7. Asphalt and Concrete Purchase Report (Street)

8. Approval of State Maintenance Contract for FY 2023-2025 (Street)

9. 2023 Water Treatment Plant Chemical Contracts (Water Resources)

10. Asphalt Purchases Report (Water Resources)

11. Memorandum of Understanding with MTSU for Renewal of Stormwater Permit

(Water Resources)

12. G20 Technologies Amendment No. 1 (Water Resources)

Mr. Wright made a motion to approve the Consent Agenda. Mr. Maxwell seconded the

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

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Aye:

Wright, Shane McFarland

Nay: None

**Old Business** 

**Ordinance** 

13. Ordinance 23-O-21 Impact Fee Schedule (Second and Final Reading)

(Administration). Ordinance 23-O-21, Impact Fee Schedule, was considered for its second and final

reading.

Mr. Wade made a motion to approve Ordinance 23-O-21. Mr. Wright seconded the

motion. Upon roll call, the ordinance was passed by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright

Nay: None

**Abstain**: Shane McFarland

Adam Tucker, City Attorney, interjected that two minor amendments needed to be adopted

prior to the final approval of Ordinance 23-O-21. The first change assigns reporting to the Finance

Department instead of the Building and Codes Department. The second change amends the

ordinance so single-family residential applicants will not be affected if their application is dated on

or before June 30, 2023.

Mr. Wright made a motion to approve the amendments to Ordinance 23-O-21, subject to

staff comments. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the

following vote:

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

Shane McFarland

Nay: None

Mr. Wright made a motion to approve Ordinance 23-O-21, as amended, on second and final

reading. Mr. Wade seconded the motion. Upon roll call, the ordinance was passed, as amended,

on second and final reading by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright

Nay:

None

**Abstain**: Shane McFarland

14. Ordinance 23-O-22 Community Decency Standards (Second and Final Reading)

(Administration). Craig Tindall, City Manager, presented a Council Communication and requested

Council amend Ordinance 23-O-22 prior to voting on second reading. The ordinance amendments

clarify language and procedural matters.

Mr. Wright made a motion to approve the red lined amendments to Ordinance 23-O-22. Mr.

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

Aye:

Madelyn Scales Harris, Austin Maxwell, Kirt Wade, Shawn Wright, Shane McFarland

Nay:

Bill Shacklett

The ordinance titled, "ORDINANCE 23-O-22 amending the Murfreesboro City Code, Chapter

20, Offenses and Miscellaneous Provisions, Article I, Section 22, regarding community decency

standards" which passed its first reading on May 25, 2023, was offered for passage, as amended, on

its second and final reading. The motion and second were made. Vice Mayor Shacklett was

recognized by Mayor McFarland. Vice Mayor Shacklett voiced his disagreement with the ordinance.

Discussion ensued.

Mr. Maxwell made a motion to approve Ordinance 23-O-22, as amended, on second and final

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

vote:

Ave:

Madelyn Scales Harris, Austin Maxwell, Kirt Wade, Shawn Wright, Shane McFarland

Nay: Bill Shacklett

**New Business** 

**Ordinance** 

15. Ordinance 23-O-23 Termination of Osborne Lane Special Sanitary Sewer

Assessment District (First Reading) (Water Resources). Darren Gore, Water Resources Director/

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Assistant City Manager, presented a Council Communication and ordinance regarding the

termination of Osborne Lane Special Sanitary Sewer Assessment District. The ordinance titled,

"Ordinance 23-O-23 Termination of the Osborne Lane Special Sanitary Sewer Assessment District

(SSSAD)" was offered for passage on first reading.

Mr. Wade made a motion to approve Ordinance 23-O-23 on first reading. Mr. Wright

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

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

**Resolution** 

16. Resolution 23-R-22 Ratify Private Chapter 24 to Authorize Creation of a Municipal

Solid Waste Authority (Administration). Craig Tindall, City Manager, presented a Council

Communication and resolution regarding ratifying Private Chapter 24 to authorize the creation of a

Municipal Solid Waste Authority. The resolution titled, "RESOLUTION 23-R-22 ratifying Chapter 24 of

the Private Acts of 2023 enacted by the 113th Session of the Tennessee General Assembly" was

offered for passage on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 23-R-22. Ms. Scales Harris seconded the

motion. Upon roll call, the motion passed by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

17. Resolution 23-R-23 Policy for Public Comment at Public Meetings (Administration).

Craig Tindall, City Manager, presented a Council Communication and resolution regarding

establishing a policy for public comment at public meetings of City Council and other City boards,

commissions, and committees that has an action item on the agenda, consistent with requirements

of Chapter 300 of the Tennessee Public Acts of 2023 to begin on July 1, 2023. The resolution titled,

"RESOLUTION 23-R-23 establishing public comment policy for meetings" was offered for passage

on its first and only reading.

Mr. Wright made a motion to approve Resolution 23-R-23. Mr. Maxwell seconded the motion.

Upon roll call, the motion passed by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

City Council Meeting Minutes June 15, 2023, 6:00 pm Nay:

None

**On Motion** 

18. Titan Aviation Fuels Agreement (Airport). Chad Gehrke, Airport Director, reminded the

Council and those present that the runway at the airport would be closed for 30 days starting

tomorrow, June 16, 2023. Mr. Gehrke then presented a Council Communication and contract with

Titan Aviation Fuels to provide aviation fuel to the airport for resale, mobile equipment, and other

associated items for approval.

Ms. Scales Harris made a motion to approve the contract with Titan Aviation Fuels. Mr.

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

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

19. City Concrete and Storm Drainage Annual Contract Renewal (Engineering). Chris

Griffith, Executive Director of Engineering, announced that TDOT would start re-paving Highway 96

this coming Sunday and will include road widening. Mr. Griffith then presented a Council

Communication and documents regarding renewal of the annual City concrete and storm drainage

contract renewal with Rollins Excavating Co., LLC and requested Council approve the contract

renewal.

Mr. Maxwell made a motion to approve the contract renewal. Mr. Wright seconded the

motion. Upon roll call, the motion passed by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

20. Annual Paving Contract Award (Engineering). Chris Griffith, Executive Director of

Engineering, presented a Council Communication and documents regarding approval of the Annual

Paving Contract to Wiregrass Construction Company and Hawkins Asphalt Paving, LLC. Mr. Griffith

requested Council approval the 2023-2024 City Paving Contract with Wiregrass Construction

Company and Hawkins Asphalt Paving, LLC, as presented.

Mr. Maxwell made a motion to approve the contracts. Mr. Wade seconded the motion. Upon

roll call, the motion passed by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

21. Wetland Mitigation Credit Purchase - Rutherford Blvd (Engineering). Chris Griffith,

Executive Director of Engineering, presented a Council Communication and documents regarding

the purchase of wetland mitigation credits for the Rutherford Boulevard Extension Project. Mr.

Griffith requested Council approve the Christmas Creek Mitigation Bank Credit Purchase

Agreement. Total cost is \$313,200 funded from FY21 CIP funds.

Mr. Maxwell made a motion to approve the purchase agreement. Mr. Wright seconded the

motion. Upon roll call, the motion passed by the following vote:

Ave:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

22. Contract for Sidewalk Repair Services for ADA Compliance (Engineering). Chris

Griffith, Executive Director of Engineering, presented a Council Communication and contract

regarding Sidewalk Repair Services for ADA compliance by Precision Concrete Cutting, LLC. The

contract is for 1 year and is not to exceed \$100,000 with primary funding from the State Street

Fund.

Mr. Wade made a motion to approve the contract. Mr. Maxwell seconded the motion. Upon

roll call the motion passed by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

23. Master Services Agreement - TTL (Engineering). Chris Griffith, Executive Director of

Engineering, presented a Council Communication and documents regarding a Master Services

Agreement with TTL, Inc. (TTL Project No. 000230801783.00, R1). TTL has provided professional

services to the City for many years including geotechnical studies, environmental consulting, and

construction material testing. The agreement will allow City staff to use TTL periodically in the

development of smaller, specialized projects.

Mr. Maxwell made a motion to approve the professional services agreement with TTL, Inc.

Mr. Wade seconded the motion. Upon roll call the motion passage by the following vote:

Ave:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

24. Purchase of Liability, Property, Vehicle, Cyber, Crime, and Workers' Compensation

Insurance (Legal). Adam Tucker, City Attorney, presented a Council Communication and

documents regarding the purchase of Liability, Property, Vehicle, Cyber, Crime, and Workers'

Compensation Insurance Coverage for the City. Mr. Tucker requested Council approve the following

insurance coverages for the City for FY24 and authorize the Mayor, City Manager, and City Attorney

to execute any documents necessary to bind and secure such coverage:

1. General Liability, Auto Liability, Errors and Omissions Liability (including Employment

Practices Liability), and Law Enforcement Liability from Public Entity Partners;

2. Collision and Comprehensive Vehicle Insurance for all vehicles whose value equals or

exceeds \$75,000 from Public Entity Partners;

3. Catastrophic Vehicle Damage Insurance from Public Entity Partners;

4. Workers' Compensation Insurance from Public Entity Partners;

5. Commercial Package Property Insurance from Travelers;

6. Crime Insurance (including Faithful Performance of Duty Coverage) from Travelers; and

7. Cyber Insurance from Cowbell Insurance Agency.

Mr. Maxwell made a motion to approve the coverages and execution of documents to secure

 $coverage.\ Ms.\ Scales\ Harris\ seconded\ the\ motion.\ Upon\ roll\ call,\ the\ motion\ passed\ by\ the\ following$ 

vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

25. Sewer Allocation Variance- Restaurant and Retail Development on South Church

Street (Planning). Brad Barbee, Planner, presented a Council Communication and documents

regarding a proposed development request for additional density above the sewer allocation

ordinance's zoning allowance allowing higher single-family unit equivalent density (sfu) by

approximately nine sfu's for the proposed restaurant and retail development to be located along the

east side of South Church Street west of the Indian Hills Subdivision. Mr. Barbee requested Council

approve the variance.

Mr. Wright made a motion to approve the sewer allocation variance. Mr. Maxwell seconded

the motion. Upon roll call, said the motion passed by the following vote:

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

Shane McFarland

City Council Meeting Minutes June 15, 2023, 6:00 pm Nay:

None

**Board and Commission Appointments** 

26. Water Resources Board Appointment (Administration). Mayor McFarland presented a

Council Communication regarding the appointment of a Water Resources Board member. Warren

Russell was recommended to replace Alphonse Carter, Jr. with a term expiration of June 30, 2026.

Mr. Maxwell made a motion to approve the appointment. Mr. Wright seconded the

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

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

Licensing

27. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a

Council Communication and permit application for approval. The following was offered for

approval: a special event permit for Rutherford County Chamber of Commerce to do a networking

event at 352 West Northfield Boulevard on July 11, 2023.

Mr. Wade made a motion to approve the permit. Mr. Maxwell seconded the motion. Upon

roll call, the motion was passed by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

**Payment of Statements** 

No payment of statements was presented.

**Other Business** 

COLA Increase. Mayor McFarland asked Mr. Tindall to research a 5% COLA increase for

commissioned officers, certified firefighters, and dispatchers. This is an effort to better compete for

the employee pool available.

Future Council Meetings. Craig Tindall, City Manager, stated that the Council would meet

June 22, 2023, at 6:00 p.m. for regular meeting.

Mr. Maxwell announced that the event at Patterson Park was well done. He also asked

Council to consider carefully what needs to happen with the new development project on Broad

Street so that it is a benefit to the City. Mayor McFarland met with a group today regarding the 1 East

College, including the developer, that could result in movement.

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# There being no further business, Mayor McFarland adjourned this meeting at 7:16 p.m. SHANE MCFARLAND MAYOR ATTEST: ERIN TUCKER

Adjourn

CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



# City of Murfreesboro City Council – Regular Session

Thursday, June 29, 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 6:01 p.m. on Thursday, June 29, 2023.

#### **Council Members Present**

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

#### **City Representatives Present**

Craig Tindall, City Manager David Ives, Assistant City Manager Jennifer Brown, City Recorder/ Finance Director Darren Gore, Assistant City Manager/ Water Resources Director Sam Huddleston, Executive Director of Development Services Nate Williams, Parks and Recreation Director Angela Jackson, Executive Director of Community Services Randolph Wilkerson, Employee Services Director Scott Elliott, Project Development Manager Mark McCluskey, Fire Rescue Chief Russ Brashear, Assistant Transportation Director Brad Barbee, Planner Roman Hankins, Assistant City Attorney Michael Bowen, Police Chief Matthew Blomeley, Assistant Planning Director Cathy Smith, Purchasing Director Lesley Short, Assistant Finance Director Dr. Trey Duke, Director of City Schools Mike Browning, Public Information Officer Chris Yeager, City Clerk

## Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Vice Mayor Shacklett introduced Corey Trimble, pastor of Experience Community Church, who then led the meeting in prayer. Vice Mayor Shacklett thanked Pastor Trimble for the good work Experience Church is doing in Murfreesboro. Vice-Mayor Shacklett then led the Pledge of Allegiance.

#### **Ceremonial Items**

STARS Award for May 2023 (Employee Services). Randolph Wilkerson, Employee Services Director, presented the STARS Award for the month of May upon Benny Barrett, Todd Fischer and Carman Walls of the Parks and Recreation Department. The STARS award purpose is to recognize City employees that go above and beyond the call of duty. These three men helped in the search for a medically compromised individual in Barfield Park. The three men were recommended for their readiness to help and their critical involvement in a crisis situation.

**Proclamation: Dr. Alphonse Carter**. Mayor McFarland read a proclamation declaring today, June 29, 2023, Dr. Alphonse Carter Day. He noted Dr. Carter's instrumental role as part of the Water and Sewer Board and his long service of 24 years to the City of Murfreesboro.

## **Consent Agenda**

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

- 1. FY19 and FY21 CIP Funds Reallocated for Airport Gate B Access Road (Admin)
- 2. Wine Sales Certificate of Compliance Aldi #102 (Finance)
- Mandatory Referral for Abandonment of a portion of a Water Line Easement along Burgess Street (Planning)
- 4. Mandatory Referral for Sanitary Sewer Easement Abandonment and Dedication Southeast of Racquet Club Drive (Planning)
- 5. Mandatory Referral for Abandonment of Alley Right-of-Way West of Kings Highway (Planning)
- 6. Mandatory Referral for Dedication of Electric Easement along Robert Rose Drive (Planning)
- 7. Mandatory Referral for Abandonment of Right-of-Way and Utility Easement Along
  Ashers Fork Drive (Planning)
- 8. Approval of Request For Competitive Sealed Proposals (RFCSPs) for Departments (Purchasing)
- 9. Contract with TDOT for Preventive Maintenance Expenses (Transportation)

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, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

**Old Business** 

**Ordinance** 

10. Ordinance 23-O-23 Termination of Osborne Lane Special Sanitary Sewer

Assessment District (Second and Final Reading) (Water Resources). The ordinance titled,

"ORDINANCE 23-O-23 amending the Murfreesboro City Code, Chapter 33 – Water and Sewers,

Section 33-208, regarding the Osborne Lane Sanitary Sewer District" which passed its first reading

on June 15, 2023, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-O-23 on second and final reading.

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

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

**New Business** 

**Land Use Matters** 

11. Sewer Allocation Variance - Old Fort Parkway - Hotel (Planning). Brad Barbee,

Planner, presented a Council Communication regarding a proposed development request for

additional density above the sewer allocation ordinance's zoning allowance allowing higher single-

family unit equivalent density (sfu) by approximately 77 sfu's for the proposed hotel to be located

along the south side of Old Fort Parkway north of West Main Street (Studio 6). Mr. Barbee

requested Council approve the variance.

Mr. Wade made a motion to approve the sewer allocation variance. Mr. Wright seconded

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

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

12. Sewer Allocation Variance - Manchester Pike - Gas Station (Planning). Brad Barbee,

Planner, presented a Council Communication regarding a proposed development request for

additional density above the sewer allocation ordinance's zoning allowance allowing single-family

unit equivalent density (sfu) by approximately 1.5 sfu's for the proposed convenience store/gas

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station to be located at the northeast corner of Manchester Pike and Keeneland Commercial

Boulevard. Mr. Barbee requested Council approve the variance. Discussion ensued.

Ms. Averwater made a motion to approve the sewer allocation variance. Mr. Wade

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Aye:

Shawn Wright

**Nay:** Shane McFarland

13. Sewer Allocation Variance - New Salem Highway - Commercial Development

(Planning). Brad Barbee, Planner, presented a Council Communication regarding a proposed

development request for additional density above the sewer allocation ordinance's zoning

allowance allowing higher single-family unit equivalent density (sfu) by approximately 4.4 sfu's for

the proposed commercial center to be located at the intersection of New Salem Highway and

Rivermont Way. Mr. Barbee requested Council approve the variance.

Mr. Maxwell made a motion to approve the sewer allocation variance. Mr. Wright seconded

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Ave:

Shawn Wright, Shane McFarland

Nay:

None

14. Sewer Allocation Variance - East Main Street - Dapper Owl (Planning). Brad Barbee,

Planner, presented a Council Communication regarding a proposed development request for

additional density above the sewer allocation ordinance's zoning allowance for the Dapper Owl at

2412 East Main Street allowing higher single-family unit equivalent density (sfu) by approximately

425 gallons by reallocating capacity from other future developments in basin 10A-4. Mr. Barbee

requested Council approve the variance.

Ms. Averwater made a motion to approve the sewer allocation variance. Mr. Maxwell

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Ave:

Shane McFarland

Nay:

None

Abstain: Shawn Wright

On Motion

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15. Murfreesboro City Schools Pre-K Parking Lot Maintenance (Administration). Scott

Elliott, Project Development Manager, presented a Council Communication and proposal to

reallocate CIP funds for maintenance and additions to the existing parking lot at the Murfreesboro

City Schools Pre-K facility located at 930 Cason Lane. The \$160,000 in funds would be reallocated

from the FY19 CIP.

Ms. Scales Harris made a motion to approve the reallocation. Mr. Maxwell seconded the

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

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

16. Purchase of Two New Trucks (Fire Rescue). Mark McCluskey, Fire Chief, presented a

Council Communication and documents regarding a proposal to purchase two Chevrolet Silverado

trucks from Wilson County Motors. Funds would come from FY19, FY21, and FY22 CIP funds

totaling \$71,629.

Ms. Scales Harris made a motion to approve the purchase and contract. 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. Work Authorization # 5 Old Fort Ballpark and Parking Lot Renovations (Parks). Nate

Williams, Parks and Recreation Director, presented a Council Communication and documents for

the design of Old Fort Ballpark and parking lot renovations by ELI, LLC. Funds would come from

FY21 CIP funds totaling \$116,410. Mr. Williams requested Council approve Work Authorization #5

to the Master Services Agreement.

Ms. Scales Harris made a motion to approve Work Authorization # 5 with ELI, 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

18. Contract to Purchase Replacement Buses (Transportation). Russ Brashear,

Assistant Transportation Director, presented a Council Communication and contract with Mid-

South Bus Center to purchase nine transit buses. Funds would be budgeted from federal grants

(\$1,161,312) and state grants (\$109,425) totaling \$1,270,737.

Ms. Scales Harris made a motion to approve the purchase and contract with Mid-South Bus

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

vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

19. FY24 Personnel Budget Amendment (Water Resources). Darren Gore, Assistant City

Manager/ Water Resources Director, presented a Council Communication and FY2024 personnel

budget amendment. The amendment will promote the current Fats, Oils and Grease (FOG)

Coordinator to a Development Coordinator (DC) and add a new position for a Project Engineer (PE).

Additional payroll expenses of approximately \$105,000 are available by decreasing the

Department's Future Capital Expenditure Sinking Fund by a commensurate amount. An additional

\$48,000 in benefits would also be an added cost.

Mr. Wade made a motion to approve the budget amendment. Ms. Scales Harris seconded

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

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

**Board and Commission Appointments** 

20. Board of Zoning Appeals (Administration). Mayor McFarland presented a Council

Communication regarding reappointment of Board of Zoning Appeals members. Tim Tipps and

Davis Young were both recommended for reappointment with term expirations of June 30, 2026.

Mr. Wright made a motion to approve the reappointments. Mr. Wade seconded the motion.

Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

21. Historic Zoning Commission (Administration). Mayor McFarland presented a Council

Communication regarding reappointment of Historic Zoning Commission members. Gilbert

Backland, Deborah Belcher, Bill Jakes and Mary Maywhite were recommended for reappointment.

City Council Meeting Minutes June 29, 2023, 6:00 pm Mr. Wright made a motion to approve the reappointments. 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

Assistant City Attorney David Ives stated an amended memo was submitted to Council that

afternoon with different names. Mayor McFarland originally read from a previous draft of the memo

with incorrect names. Mayor McFarland presented the amended memo and requested Council

amend the motion to instead reappoint Jeff Davis and Linda Anderson with term expirations of June

30, 2028.

Mr. Wright made a motion to approve the amended reappointments of Jeff Davis and Linda

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

vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

22. Planning Commission (Administration). Mayor McFarland presented a Council

Communication regarding appointment of Planning Commission members. Bryan Prince was

recommended for reappointment and Reginald Harris was recommended for appointment with

term expirations of June 30, 2026.

Mr. Wright made a motion to approve the reappointment and appointment. 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

Licensing

23. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a

Council Communication regarding beer permits. The following were offered for approval: two

regular permits at 5109 Franklin Road for a grocery/market and at 2805 Old Fort Parkway, Suite O

for a restaurant and a special event permit for Black Culture Connected-Black Murfreesboro

scholarship fundraiser on July 8, 2023.

City Council Meeting Minutes June 29, 2023, 6:00 pm

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Ms. Averwater 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** 

Celebration Under the Stars. Mayor McFarland asked Nate Williams, Parks and

Recreation Director, to give information about Celebration Under the Stars. Mr. Williams stated

that the event will be at the Fountains, with a concert and fireworks on July 4th. The event is

sponsored by Middle Tennessee Electric.

Future Council Meetings. Craig Tindall, City Manager, stated Council would meet July 13,

2023, for a workshop at 11:30 a.m. at the Airport Business Center.

Community Engagement. Vice Mayor Shacklett relayed information about going out into

the community and engaging in conversations with people and groups to respectfully dialogue

about issues.

Mayor McFarland asked everyone to have a great 4th of July and to be considerate of

neighbors by only doing fireworks on the 3<sup>rd</sup> and 4<sup>th</sup> of July. Fireworks should not be set off after

10:00 p.m.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:42 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, July 13, 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 11:50 a.m. on Thursday, July 13, 2023.

#### **Council Members Present**

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

Mayor Shane McFarland was absent and excused from this meeting.

#### **City Representatives Present**

Craig Tindall, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Accounting Manager
Erin Tucker, Budget Director
Valerie Smith, Water Resources Assistant Director
Sam Huddleston, Assistant City Manager
Trey Adams, Golf Director
Brad Hennessee, Facilities Maintenance Director
Chris Yeager, City Clerk

# **Prayer and Pledge of Allegiance**

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

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

Vice Mayor Shacklett stated there were no speakers signed up for public comment on the agenda, so they would move forward with considering agenda items.

#### **Action Items**

1. CIP Transfers (Administration). Erin Tucker, Budget Director, 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 \$83,179 from leftover Boom Truck funds to the Solid Waste facilities and scale house line items. City Schools has requested to

transfer \$9,525 from Schools Maintenance Facilities to Cooling Tower improvements out of County

Shared Bond Proceeds.

Ms. Averwater made a motion to approve CIP Funds and County Shared Bond Proceeds.

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,

Bill Shacklett

Nay: None

Ms. Scales Harris inquired if parking lot maintenance will take place at Patterson Park. Nate

Williams, Parks and Recreation Director, stated the maintenance will take place with the other

projects taking place at Patterson Park.

2. FY24 Budget Amendments (Administration). Erin Tucker, Budget Director, presented

a Council Communication regarding amending the City's FY2024 Budget Ordinances and the Water

Resources' FY24 Budget Resolution.

2a. Ordinance 23-O-24 FY24 Budget Amendment (First Reading) (Administration). Vice

Mayor Shacklett indicated that the ordinance titled, "ORDINANCE 23-O-24 amending the Fiscal

Year 2024 (hereafter "FY2024") Budget (1st Amendment)" was pulled from the agenda.

2b. Resolution 23-R-24 FY24 Budget Amendment (Administration). The resolution titled,

"RESOLUTION 23-R-24 amending the Fiscal Year 2024 (hereafter "FY2024") Water Resources

Budget (1st Amendment)" was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 23-R-24. 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,

Bill Shacklett

Nay: None

3. 2023 Water Treatment Plant Chemical Contracts (Water Resources). Valerie Smith,

Water Resources Assistant Director, presented a Council Communication and documents

requesting Council approve contracts with Hawkins, Incorporated and Southeastern Tank,

Incorporated for water treatment chemicals approved by the Water Resources Board. The water

treatment plant uses most of the chemicals for treating the water and some for cleaning the

microfiltration membranes.

Ms. Averwater made a motion to approve the contracts with Hawkins, Incorporated and

Southeastern Tank, 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, Bill Shacklett, Kirt Wade,

Shawn Wright

Nay: None

4. Sodium Hypochlorite Contract (Water Resources). Valerie Smith, Water Resources

Assistant Director, presented a Council Communication requesting Council approve the contract

with Brenntag Mid-South, Inc. for sodium hypochlorite. The City's reuse water system irrigates

several hundred acres of City-owned land, the Gateway District, Old Fort Golf Course, Siegel

Soccer Complex, and several other areas. Environmental regulations require that reuse water be

disinfected with Sodium Hypochlorite, more commonly known as bleach

Mr. Maxwell made a motion to approve the contracts. Mr. Wright seconded the motion.

Upon roll call, the motion was passed by the following vote:

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Kirt Wade, Shawn Wright,

Bill Shacklett

Nay:

None

5. Change Order #2 to Construction Contract for Phase I Roofing Project at Mitchell

Neilson Elementary School (Administration). Sam Huddleston, Assistant City Manager,

presented a Council Communication requesting Council approve Change Order #2 to the

Construction Contract with Porter Roofing Contractors, Incorporated for improvements to the

roofing project at Mitchell Neilson Elementary School. Change Order #2 includes credits for items

in the original contract that were not used and a modification to resolve an issue found during

construction. The total Change Order will result in an added cost of \$3,225 to the project.

Mr. Wade made a motion to approve Change Order #2 to the Construction Contract with

Porter Roofing Contractors, Incorporated for improvements to the roofing project at Mitchell

Neilson Elementary School. Mr. Maxwell seconded the motion. Upon roll call, the motion was

passed by the following vote:

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Kirt Wade, Shawn Wright,

Bill Shacklett

Nay:

None

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6. Old Fort Golf Course Greens Fee Adjustment (Golf). Trey Adams, Golf Director,

presented a Council Communication requesting Council approve the proposed fee adjustment for

Old Fort Golf Course. A greens fee rate increase is necessary due to increases in operating costs to

move the course toward self-sufficiency.

Ms. Averwater made a motion to approve the fee adjustment. Mr. Wade 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,

Bill Shacklett

Nay: No

None

Craig Tindall, City Manager, noted an employee discount has been implemented as a

benefit the City could provide the employees. Additionally, there is a discount for city residents.

**Workshop Items** 

7. Update on One East College Project (Administration). Craig Tindall, City Manager,

presented a Council Communication and documents regarding Update on One East College mixed-

use development project. Demolition of unprotected buildings has been completed; however, no

development has been initiated. In accordance with of the Amended Agreement, the failure to

timely begin construction constitution a default on the part of the Developer. The City's remedy for

the default is to terminate the City Financial Obligation, which is defined as the City's contribution

to the Industrial Development Board's TIF agreements. Staff will continue to work with Developer to

secure a firm date of initiation of construction and a commitment for completion. If this cannot be

secured in short order, in the next 60-90 days, a default notice will be issued.

8. CIP Reallocation (Finance). Amanda DeRosia, Accounting Manager, presented a

Council Communication and documents regarding CIP reallocations. The proposed reallocation of

funds is between the Bond Fund and the General Fund. The transfer of funds is for Town Creek and

Rucker Lane Projects. This information was provided to Council as notification only and no vote

was necessary.

9. Retail Liquor Store Certificate of Compliance Annual Report (Finance). Amanda

DeRosia, Accounting Manager, presented a Council Communication and documents regarding

Certificates of Compliance for Retail Liquor Stores as of July 1, 2023. As of July 1, 2023, the City's

population estimate increased to 162,398 and the number of retail liquor stores was as follows:

Licensed Retail Liquor Stores: 22, Total Certificates of Compliance: 32, Total Certificates of

City Council Workshop Meeting Minutes July 13, 2023, 11:30 am Compliance issued: 31, Total Certificates of Compliance available: 1. This information was provided to Council as notification only and no vote was necessary.

10. Public Records Request Annual Report (Finance). Amanda DeRosia, Accounting Manager, presented a Council Communication and documents regarding Public Records Request Annual Report for Fiscal Year 2023. Information of the requests received for the past five fiscal years: Fiscal Year 2023: 1022, Fiscal Year 2022: 844, Fiscal Year 2021: 509, Fiscal Year 2020: 555, and Fiscal Year 2019: 296. As the number of requests grows, it may be necessary to add a software component for tracking the requests. This information was provided to Council as notification only and no vote was necessary.

11. May Dashboard (Administration). Erin Tucker, Budget Director, presented a Council Communication and documents regarding May 2023 Dashboard. Sales Tax has not been meeting budget recently. Local and State numbers will be reviewed and are being monitored. Council will be notified of any significant decline. This information was provided to Council as notification only and no vote was necessary.

#### **Board & Commission Appointments**

No appointments were presented.

#### Licensing

12. Beer Permits (Finance). Jennifer Brown, Finance Director, presented a Council Communication regarding Regular Beer Permits and Special Event Beer Permits. The following were offered for approval:

- Regular permit for grocery/market at 107 S. Maney Avenue for an ownership/name change
- Special event permit for annual fundraiser at 901 N. Maney Avenue on July 15, 2023
- Special event permit for membership meeting at 900 & 901 N. Maney Avenue on August 19, 2023
- Special event permit for Oktoberfest fundraiser at 900 & 901 N. Maney Avenue on September 30, 2023
- Special event permit for annual fundraiser Dinner 900 & 901 N. Maney Avenue on December 1, 2023
- Special event permit for annual fundraiser Dinner 900 & 901 N. Maney Avenue on December 2, 2023

Applicants met requirements for the permits and were recommended for approval pending final building and codes inspections for the regular beer permit and special event permit issuance for the special event beer permits.

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

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

Bill Shacklett

Nay: None

**Payment of Statements** 

No payment of statements was presented.

**Other Business** 

Romach, Inc. Change Order # 1 for Ceiling Renovations at Mitchell-Neilson Elementary

School (Facilities). Brad Hennessee, Facilities Maintenance Director, presented a Council

Communication requesting Council approve Change Order #1 to Romach, Incorporated Contract

for Ceiling Renovations at Mitchell-Neilson Elementary. The total cost of the repair is estimated to

be around \$30,000.

Adam Tucker, City Attorney, noted Council's approval will be not to exceed \$30,000 and

subject to legal approval due to the Legal Department not having reviewed the Change Order.

Mr. Maxwell made a motion to approve the Change Order #1 to Romach, Incorporated

Contract for Ceiling Renovations at Mitchell-Neilson Elementary, subject to legal approval. 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,

Bill Shacklett

Nay: None

Community Investment Trust Update (Administration). Craig Tindall, City Manager,

provided an update on the Community Investment Trust and the board's next step is to hire a Chief

Investment Officer (OCIO) which will be outsourced. The Trust Board has hired an outside

consultant to aid in the search for the position. An RFP will be reviewed, and a selection will be

made from the recommendation.

Code Enforcement. Mr. Wade requested Mr. Tindall follow up on multiple properties with

overgrown grass throughout town. Mr. Tindall stated he will follow up with Code Enforcement.

Adjourn

There being no further business, Vice Mayor Shacklett adjourned this meeting at 12:19 p.m.

BILL SHACKLETT VICE MAYOR

ATTEST:	
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICER	
APPROVED BY COUNCIL:	



# City of Murfreesboro City Council – Regular Session

Thursday, July 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, July 20, 2023.

#### **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**

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Joel Aguilera, Planner
Erin Tucker, Budget Director
Michael Bowen, Chief of Police
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Rachel Singer, Parks and Recreation Assistant Director
Thomas Laird, Parks and Recreation Assistant Director
Chris Yeager, City Clerk

#### **Prayer and Pledge of Allegiance**

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

# **Public Comment on Actionable Agenda Items**

Mayor McFarland announced this would be the first City Council meeting where a public comment session was scheduled for actionable items on the published agenda. He provided additional instructions for speaking and reminded everyone who may want to speak on actionable agenda items, to register beforehand. Mayor McFarland confirmed with Jennifer Brown, City Recorder/ Finance Director that no individuals had registered to speak. No one had registered, so he moved into the consent agenda.

#### **Consent Agenda**

The Consent Agenda was presented for approval with Council Communications for the

following items:

1. Homeowner Rehabilitation 918 Netherland Drive (Community Development)

2. St. Clair Senior Center Grant with GNRC (Parks)

3. Main Street Banner Request (Street)

4. Asphalt Purchases Report (Water Resources)

5. J. Percy Priest Reservoir Water Supply Interlocal Agreement with CUD (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:

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

McFarland

Nay: None

**New Business** 

**Land Use Matters** 

6. Scheduling Public Hearing for Zoning Ordinance Amendment (Planning). Joel Aguilera,

Planner, presented a Council Communication regarding the following item scheduled to be

discussed before Planning Commission on July 19, 2023 and scheduled for public hearing before

Planning Commission on August 2, 2023:

a. Proposed amendment to the Zoning Ordinance [2023-802] regarding the maximum

height of structures and pertaining to the following sections: Section 25: Temporary and

Accessory Structures and Uses; Section 31: Wireless Telecommunications Towers and

Antennas; and Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and

Land Use Intensity Ratios (including Chart 2 endnotes), City of Murfreesboro Planning

Department applicant.

Mr. Aguilera stated that a public hearing was required and requested Council set the public

hearing for August 17, 2023.

Mr. Wright made a motion to set the public hearing for August 17, 2023. Mr. Maxwell

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

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

McFarland

Nay: None

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7. Planning Commission Recommendations (Planning). Joel Aguilera, Planner, presented

a Council Communication regarding the following items recommended for approval by the Planning

Commission on July 12, 2023:

a. Zoning application [2023-405] for approximately 34.2 acres located west of Memorial

Boulevard to be rezoned from RS-15 to PRD (Northridge Park PRD), Brightland Homes

applicant.

b. Zoning application [2023-407] for approximately 16.5 acres located along Veterans

Parkway to be rezoned from CH to PRD (approx. 12.8 acres) and PCD (approx. 3.7 acres),

Cornerstone Development, LLC applicant.

c. Zoning application [2023-406] for approximately 0.64 acres located along East Vine

Street to be rezoned from RS-8 and CCO to PRD and CCO (East Vine Manor PRD), 520

Vine Street, LLC applicant.

Mr. Aguilera stated that public hearings were required and requested Council set the public

hearings for August 17, 2023.

Mr. Maxwell requested that Council be notified of Planning Commission public hearings so

they could attend.

Mr. Maxwell made a motion to set the public hearing for August 17, 2023. Mr. Wright

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

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

McFarland

Nay: None

**Ordinance** 

8. Ordinance 23-O-24 FY24 Budget Amendment (First Reading) (Administration). Erin

Tucker, Budget Director, presented a Council Communication and Ordinance 23-O-24 regarding a

FY24 budget amendment. The budget amendment would result in a decrease in the ending Fund

Balance of \$261,616 and is due to a School Resource Officer grant from the state and a salary

increase for public safety pay plans of 2.5%.

Mayor McFarland asked Chief Bowen if he felt like the 2.5% increase would keep

Murfreesboro competitive with the pay at other departments in the area. Chief Bowen stated

consideration needed to be made to stay competitive in pay as it does help with recruitment.

Discussion ensued. Mayor McFarland requested the ordinance be amended to change the increase

in the public safety pay plan from 2.5% to 5%, prior to the first reading vote on the ordinance.

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The ordinance titled, "ORDINANCE 23-O-24 amending the Fiscal Year 2024 (hereafter

"FY2024") Budget (1st Amendment)" was offered for passage, as amended, on first reading.

Ms. Scales Harris made a motion to approve Ordinance 23-O-24, as amended with a 5%

increase to the public safety pay plan, on first reading. 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

9. Ordinance 23-O-25 City Code Amendment Regarding the Location of Sexually

Oriented Entertainment (First Reading) (Administration). Craig Tindall, City Manager, presented

a Council Communication and Ordinance 23-O-25 to amend the City Code regarding the location of

sexually oriented entertainment.

The ordinance titled, "ORDINANCE 23-O-25 amending the Murfreesboro City Code, Chapter

21, Offenses and Miscellaneous Provisions, Article I, Section 21-25, regarding sexually oriented

adult entertainment" was offered for passage on first reading.

Mr. Maxwell made a motion to approve Ordinance 23-O-25 on first reading. 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

**On Motion** 

10. 2140 N. Thompson Lane Furniture Order (Administration). Sam Huddleston, Assistant

City Manager, presented a Council Communication and contract proposal to purchase furniture for

the Murfreesboro Fire and Rescue Department (MFRD) and Murfreesboro Parks and Recreation

Department (MPRD) administration offices at 2140 N. Thompson Lane from Nashville Office Interiors

(NOI) furniture. The total cost of \$185,869 is funded from the 2021 CIP.

Mr. Maxwell made a motion to approve the purchase 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

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11. Blackman Park Master Plan Task Order (Administration). Sam Huddleston, Assistant

City Manager, presented a Council Communication and Blackman Park Master Plan Task Order with

Gresham Smith for approval. The Task Order proposes a not-to-exceed budget of \$182,858 with

\$70,000 funded from the FY19 CIP and the balance from MED sale proceeds. Mayor McFarland

asked for timeframes on projects once they are approved.

Vice Mayor Shacklett made a motion to approve the Blackman Park Master Plan and task

order. 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

12. Cason Lane Pre-K Annex (Administration). Sam Huddleston, Assistant City Manager,

presented a Council Communication and proposed contract to purchase two HVAC units at the

Cason Lane PreK Annex from Trane for approval. The total cost of \$68,344 is funded through CIP

funds.

Mr. Maxwell made a motion to approve 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

13. City Hall Renovations Professional Services Agreement (Administration). Sam

Huddleston, Assistant City Manager, presented a Council Communication and a City Hall

Renovations Professional Services design contract with Kingdom Development Group, Incorporated

(KDGi) for approval. The total cost of \$164,500 is funded through FY21 CIP funds.

Vice Mayor Shacklett made a motion to approve the professional services agreement. 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

14. Agreement for Patterson Park Site Survey and Parking Lot Design (Parks). Rachel

Singer, Parks and Recreation Assistant Director, presented a Council Communication and an

Agreement with Griggs and Maloney for the Patterson Park Site Survey and Parking Lot Design for

approval. The cost of \$55,200 is funded from the FY21 CIP budget.

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Mr. Maxwell 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

15. Agreement for Old Fort Park Tennis Court Project (Parks). Thomas Laird, Parks and

Recreation Assistant Director, presented a Council Communication and an Agreement with Wold

Architects and Engineers for the Old Fort Park Tennis Court Project for approval. The cost of \$75,170

will be allocated from ARPA funds. Mayor McFarland recommended that pickleball be incorporated

in the design. Mr. Laird stated that it could certainly be considered.

Mr. Maxwell made a motion to approve the agreement with an amendment to include at least

two pickleball courts. 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

16. Agreement for Patterson Park Playground and Splash Pad Project (Parks). Rachel

Singer, Parks and Recreation Assistant Director, presented a Council Communication and an

Agreement with Kimley-Horn for the Patterson Park Playground and Splash Pad Project for approval.

The cost of \$97,500 is funded from the FY21 CIP and ARPA allocations.

Mr. Maxwell 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

17. ADS Professional Services Contract 1st Amendment (Water Resources). Darren Gore,

Assistant City Manager/ Water Resources Director, presented a Council Communication and a

professional services contract amendment for ADS Professional Services Contract for approval. The

cost of \$330,000 is funded MWRD's FY24 operating budget.

Mr. Maxwell made a motion to approve the contract amendment. Ms. Scales Harris

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

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

McFarland

Nay: None

18. Environsight Inspection System (Water Resources). Darren Gore, Assistant City

Manager/ Water Resources Director presented a Council Communication and contract regarding

purchase of an Envirosight Rovver X Camera Basic Mainline Inspection System. The additional cost

of \$39,680 is funded from working capital reserves.

Vice Mayor Shacklett made a motion to approve the purchase and 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

19. Vac Truck Purchase (Water Resources). Darren Gore, Assistant City Manager/ Water

Resources Director presented a Council Communication and a contract regarding purchase of a

2024 Kenworth T880 vac truck from Sansom Equipment Company, Inc. The total cost of \$519,890 is

funded from working capital reserves.

Mr. Maxwell made a motion to approve the purchase 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

**Board and Commission Appointments** 

20. Board of Electrical Examiners (Administration). Mayor McFarland presented a Council

Communication and documents regarding appointment of Board of Electrical Examiners

members. Mike McCann and Shandreah Womack, replacing Carl Peas, were recommended for

appointment with terms expiring June 30, 2027.

Mr. Maxwell made a motion to approve the appointments. Mr. Wright seconded the

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

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

McFarland

Nay: None

City Council Meeting Minutes July 20, 2023, 6:00 pm

Page 7 of 9

21. Construction Board of Adjustments and Appeals (Administration). Mayor

McFarland presented a Council Communication and documents regarding appointment of

Construction Board of Adjustments and Appeals members. Matt Taylor, Ben Blake, Carolyn Lester,

and Mike Picklesimer were recommended for appointment with terms expiring June 30, 2026.

Mr. Wright made a motion to approve the appointments. Mr. Maxwell seconded the

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

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

McFarland

Nay: None

22. Parks and Recreation Commission (Administration). Mayor McFarland presented a

Council Communication and documents regarding appointment of Parks and Recreation

Commission members. Dr. Gloria Bonner, Tim Roediger, and Charlie Montgomery were

recommended for appointment with terms expiring June 30, 2026.

Ms. Scales Harris made a motion to approve the appointments. 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

**23. Library Board (Administration).** Mayor McFarland presented a Council Communication

and documents regarding appointment of Library Board members. Dina Piazza was recommended

for appointment to fill the vacancy left by Vicki Twitty, with a term expiring June 30, 2026

Mr. Wright made a motion to approve the appointment. 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

Licensing

24. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a

Council Communication regarding beer permits. The following was offered for approval: one

regular beer permit for a new location for an off-premises permit for convenience/ gas store at 5265

Veterans Parkway. Applicant met requirements for the permits and were 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** 

Future Council Meetings. Mayor McFarland asked Craig Tindall, City Manager, to provide

an update on future scheduled Council meetings. Mr. Tindall stated that there would most likely not

be a meeting on July 27, 2023, so the next meeting would be August 3, 2023 for a public comment

meeting at 5:30 p.m. and a regular meeting at 6:00 p.m. in the Council Chambers.

Roll Call Vote Advisement. Mayor McFarland asked that it be communicated to department

heads to advise boards and commissions that a roll call vote instead of "voice" votes can be more

transparent to those who are present and watching online. Adam Tucker, City Attorney, stated he

would communicate that recommendation to department heads and attorneys who attend those

meetings.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:51 p.m.

	SHANE MCFARLAND MAYOR	1
ATTEST:		
 FRIN TUCKER		

APPROVED BY COUNCIL: \_

CITY RECORDER/ CHIEF FINANCIAL OFFICER

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/30/2025

**Item Title:** Rezoning property along Joe B Jackson Parkway

[Second Reading]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

# **Requested Council Action:**

Ordinance	$\boxtimes$
Resolution	
Motion	
Direction	
Information	

#### Summary

Zoning of approximately 4.8 acres located along the south side of Joe B Jackson Parkway east of Elam Farms Parkway.

#### **Staff Recommendation**

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request at its December 4, 2024 regular meeting.

## **Background Information**

Athena Hospitality Group presented to the City a zoning application [2024-418] for approximately 4.8 acres located along Joe B Jackson Parkway to be rezoned from H-I (Heavy Industrial District) to CH (Commercial Highway District). During its regular meeting on December 4, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend approval of the rezoning of three parcels, including the undeveloped requested parcel, as well as the adjacent parcels developed with the gas station and the Taco Bell.

On January 16, 2025, Council held a public hearing and approved this matter on First Reading.

#### **Council Priorities Served**

Improve Economic Development

This rezoning will enable additional commercial development along Joe B Jackson Parkway, which will provide employment opportunities for the community and generate tax revenue for the City. In addition, the applicant has indicated he would like to develop an extended-stay hotel on the property, which would offer additional lodging options for the existing and future industrial businesses along the Joe B Jackson corridor.

# **Attachments:**

Ordinance 24-OZ-45

ORDINANCE 24-OZ-45 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 4.8 acres located along Joe B. Jackson Parkway from Heavy Industrial (H-I) District to Commercial Highway (CH) District; Athena Hospitality Group, applicant, [2024-418].

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

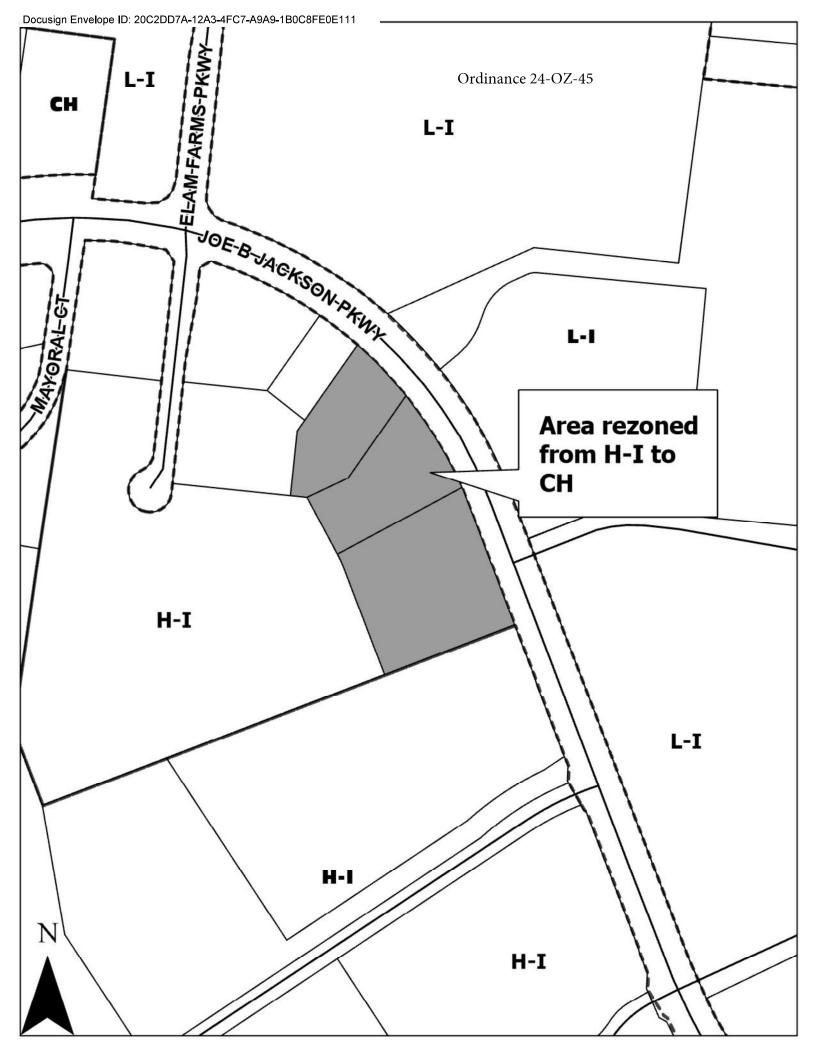
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Commercial Highway (CH) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1 <sup>st</sup> reading	•
2 <sup>nd</sup> reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by:  Adam 7 Tucker  43A2035E51F9401
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

**SEAL** 



#### **COUNCIL COMMUNICATION**

Meeting Date: 01/30/2025

**Item Title:** FY25 Budget Amendment

**Department:** Finance

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

**Requested Council Action:** 

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

## **Summary**

Amendment to the City's FY25 Budget Ordinance.

#### **Staff Recommendation**

Approve Ordinance 25-O-06, amending the City's budget.

#### **Background Information**

#### FY24 Reserve Adjustments

The FY25 Budget includes carryforward of funding from FY24 that were budgeted but not spent before June 30, 2023. The budgeted carryforward should be adjusted as follows:

#### Prior Year Carryforward Adjustments

#### General Fund:

The FY25 Budget estimated \$9.3 million in expenses carried forward from the FY24 Budget. Once the financial records' year-end closing process completed, actual carryforward expenses total \$8.7 million, resulting in \$596,137 in adjustments to use of Assigned and Unassigned Fund Balances. The details are listed in Attachment 2.

#### FY24 CIP:

Adjustments totaling \$78,199 need to be made to the carryforward FY24 CIP items funded through General Fund as detailed in Attachment 2.

#### CIP Transfers:

Adjustments totaling \$1.4m need to be made to budget for the projects funded through the CIP Transfers Assigned fund balance. The details are listed in Attachment 2.

#### Airport Fund:

Prior year carryforward expenses along with related revenues from General Fund need to be adjusted by \$28,292, as detailed in Attachment 2.

#### **Council Priorities Served**

Responsible Budgeting

The budget amendments reflect the City's increased revenues and expenses.

# **Fiscal Impact**

The amendment for the prior-year General Fund items results in an increase to Unassigned Fund Balance of \$596,137. The adjustments for the FY24 CIP items funded through General Fund result in a decrease use of Assigned – CIP Fund Balance of \$78,199. The adjustments for the CIP Transfers results in the use of \$1.4m of the Assigned CIP Transfers Fund Balance.

The amendment to the Airport's budget has no impact on Airport's Fund Balance.

#### **Attachments**

- 1. FY24 City Budget Ordinance 25-O-06 and Exhibit A
- 2. Detailed List of FY24 carryforward items

**ORDINANCE 25-O-06** amending the Fiscal Year 2025 (hereafter "FY2025") Budget (3rd Amendment).

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

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

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

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

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

Passed:	
	Shane McFarland, Mayor
1st reading	· · ·
2 <sup>nd</sup> reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by:  Adam 7 Tucker  43A203SES IF940
Erin Tucker City Recorder	Adam F. Tucker City Attorney

SEAL

Department	Account	=	BUDGET AS PASSED OR REV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Fund					
<u>Expenditures</u>					
General Fund (Non-Departmental) Parks & Recreation Building & Codes Economic Development Planning	Assigned - Prior Year Carryforward Transfer to Airport Fund (CHNG) Parks & Recreation Facilities Contractual Services Land Expense Professional Services	\$ \$ \$ \$ \$ \$ \$ \$ \$	1,220,168.00 \$ 3,628,285.00 \$ 30,000.00 \$ 3,066,596.00 \$ 271,270.00 \$	1,191,876.50 3,166,660.96 28,235.00 2,921,905.82 311,500.00	\$ (461,624.04) \$ (1,765.00) \$ (144,690.18) \$ 40,230.00
Planning	Professional Services (DA21)	\$	528,730.00 \$	528,733.27	\$ 3.27
General Fund (Non-Departmental) General Fund (Non-Departmental)	Assigned - CIP Projects Road Projects Buildings Expense	\$ \$	10,798,071.00 \$ 3,759,846.00 \$	10,852,473.06 5,107,285.82	
Police Golf	CIP Items - Funded from Unassigned Transportation Equipment Machinery & Equipment	\$ \$	2,236,600.00 \$ 80,000.00 \$	2,200,834.05 37,567.20 -	. , ,
CHANGE IN RESERVED, RESTRICTED, AN CHANGE IN UNASSIGNED FUND BALANC		·	(83,179,582.75) \$ (27,008,308.45) \$	(83,985,287.18) (26,930,109.70)	,
	ESTIMATED ENDING FUND BALANCE Adjustments for FY24 Closing Entries TOTAL ESTIMATED ENDING FUND BALANCE	<u> </u>	136,077,890.00 136,077,890.00 \$	135,350,384.32	\$ (727,505.68)

	Account	BUDGET AS PASSED OR AMENDED PREV AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Airport Fund Revenues	Transfer in from General Fund	\$ 1,220,168.00 \$ 1,191,876.50	\$ (28,291.50) \$ (28,291.50)
<u>Expenditures</u>	Airfields	\$ 1,220,168.00 \$ 1,191,876.50	\$ (28,291.50) \$ (28,291.50)
	CHANGE IN FUND BALANCE (CASH)	\$ (432,071.00) \$ (432,071.00)	-

# FY25 General Fund Budget Amendment

Airport - Transfer for T-Hangar Construction	10510008-576007-CHNG	(28,291.50)
Parks - Skate Park	10413009-593700	(461,624.04)
Sign consultant	10212008-520000	(1,765.00)
Towne Creek property acquisition	10111359-591000	(144,690.18)
Planning - Broad St/Cherry Lane bubble plan	10119008-525000-DA21	40,230.00
Planning - Special Census	10119008-525000	3.27
DECREASED USE OF UNASSIGNED FUND BALANCE	1105-270000	(596,137.45)
FY24 CIP Budget Ame	endment	
FY24 CIP - Police Vehicles Marked	10210009-594100-CIP	(35,765.95)
FY24 CIP - Golf - Rough Mower	10414209-594000-CIP	(42,432.80)
ADD BACK TO ASSIGNED - CIP-GENERAL FUND FUND BALANCE 1105-264019		78,198.75
FY24 CIP Transfers Budget	: Amendment	
ASSIGNED CIP SWAP - Cason Lane Pre-K Building	10130009-592000-CIP	(89,259.59)
ASSIGNED CIP SWAP - Cherry Lane Phase 2	10130009-592000-CIP	12,652.40
ASSIGNED CIP SWAP - Cherry Lane Phase 3	10130009-592000-CIP	41,750.00
ASSIGNED CIP SWAP - Barfiled Expansion	10130009-592000-CIP	459,313.34
ASSIGNED CIP SWAP - Cannonsburgh	10130009-592000-CIP	(0.34)
ASSIGNED CIP SWAP - Greenway North Connector	10130009-592000-CIP	121,932.08
ASSIGNED CIP SWAP - Materials Management Station	10130009-592000-CIP	290,069.80
ASSIGNED CIP SWAP - BIOSOLIDS FACILITY	10130009-592000-CIP	565,384.10
USE OF ASSIGNED CIP SWAP FUND BALANCE	1105-264014	(1,401,841.79)
Airport Fund Budget An	nendment	
Transfer in from General Fund	1206-369601-CHNG	(28,291.50)
Airport - private prep pads	1209-593300-CHNG	(28,291.50)

# COUNCIL COMMUNICATION Meeting Date: 01/30/2025

Item Title:	Old Fort Park Ballfield and	Parking Renovations	
Department:	Facilities		
Presented by:	Brad Hennessee, Facilities 1	Manager	
Requested Cour	ncil Action:		
	Ordinance		
	Resolution		
	Motion	$\boxtimes$	
	Direction		
	Information		

#### Summary

Consider approving the Contract with Steelhead Building Group, LLC for the construction of Old Ballfield and Parking Renovations at Old Fort Park.

#### **Staff Recommendation**

Approve the contract with Steelhead Building Group, LLC. Pending Legal approval.

#### **Background Information**

The ballfield and parking areas were built in the 1970s. Both areas need renovation due to failing infrastructure, equipment, and storm water damage. This project consists of renovating the ballfield to incorporate synthetic turf to increase playability and improve storm water drainage, replacing all fencing, lighting, backstops, and improving pedestrian access. Raising the elevation of both the ballfield and the parking areas will also help eliminate long-standing storm water problems. This project was competitively bid, and Steelhead was the lowest responsible bidder.

#### **Council Priorities Served**

Establish strong City brand

The ballfield and parking renovations at Old Fort Park will provide the community with a desirable and safe place to enjoy softball and overflow parking to other amenities of the park.

#### **Fiscal Impact**

The expense, \$3,056,492, which includes \$2,910,944.78 (base bid) and \$145,547.24 (owner's contingency), is funded by a combination of the General Fund Assigned fund balance, CIP, and Storm Water.

#### **Attachments**

Notice of Award to Steelhead Building Group, LLC

Recommendation of Award by Energy, Land, & Infrastructure, LLC

#### **SECTION 00 51 00**

#### **NOTICE OF AWARD**

Date of Issuance:

Owner:

City of Murfreesboro

Owner's Project No.:

ITB-16-2025

Engineer:

Energy Land & Infrastructure

Engineer's Project No.:

21-12-1002

Project:

Old Fort Ball Park Ballfield and Parking Renovations

Contract Name:

Old Fort Ball Park Ballfield and Parking Renovations

Bidder:

Steelhead Building Group

Bidder's Address:

105 Westpark Drive, Suite 180, Brentwood, TN 37027

You are notified that Owner has accepted your Bid dated January 8, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

#### Old Fort Ball Park Ballfield and Parking Renovations

The Contract Price of the awarded Contract is \$3,056,492.02. The Contact Price includes \$2,910,944.78, based on the bid submitted on January 8, 2025, as well as a 5% Owner's Contingency of \$145,547.24, to be used solely at the Owner's discretion. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

- Deliver the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6. Payment and Performance bonds should be left undated.
- 2. Other conditions precedent (if any): [N/A]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

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

Owner:	City of Murfreesboro	
By (signature):		
Name (printed):	Shane McFarland	
Title:	Mayor	
Copy: Engineer		

Project 226-221 00 51 00 - 1



January 16, 2025

Megan Strode, Sr. Purchasing Analyst City of Murfreesboro Purchasing Department 111 West Vine Street Murfreesboro, TN 37130

Re: Recommendation to Award

Old Fort Park Ballfield and Parking Renovation

Dear Ms. Strode,

Bids were opened and read aloud by video meeting for the Old Fort Park Ballfield and Parking Renovation project at 2pm on January 8, 2025. Bids were submitted by eight bidders, as listed below. Based on a review of the submitted bids, all bidders appear to be responsive to the bid requirements. Below is a summary of the bid results, sorted from lowest to highest:

Bidder	Bid Total
Steelhead Building Group, LLC	\$ 2,910,944.78
Rock City Construction Co., LLC	\$ 2,911,302.43
Boyce Ballard Construction, LLC	\$ 3,143,762.74
Sain Construction Company	\$ 3,185,592.81
Romach, Inc.	\$ 3,241,045.03
Byrne And Jones Construction	\$ 3,308,196.89
Beech Construction Services, Inc.	\$ 3,338,145.15
Nickell Contracting LLC	\$ 3,868,171.19

Several of the bids had differences between the bids as submitted and the bid tabulation, which are noted on the bid tabulation. The differences did not affect the order of bidders. Excluding the highest bid, the other 7 bids were within a range of approximately 15%. The two lowest bidders were less than \$1000 apart.

Upon review of the submitted bids, ELI recommends award of the project to Steelhead Building Group, LLC in the amount of \$2,910,944.78. If you have any questions, please feel free to contact me at 615-878-3334 or by email at <a href="mailto:john.gordon@eli-llc.com">john.gordon@eli-llc.com</a>.

Regards,

**ENERGY LAND & INFRASTRUCTURE, LLC** 

John R. Gordon, PE

Attachments: Bid Tabulation (in pdf and excel formats)



#### COUNCIL COMMUNICATION

Meeting Date: 01/30/2025

**Item Title:** Patterson Park Outdoor Improvements Construction Contract

**Department:** Project Development

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

**Requested Council Action:** 

Ordinance	
Resolution	
Motion	$\boxtimes$
Direction	
Information	

## **Summary**

Consider approving the Contract with Fuel Tank Maintenance Company, LLC for the construction of Outdoor Improvements to be located at Patterson Park Community Center and reallocation of funds from 2025 CIP.

#### **Staff Recommendation**

Approve the contract with Fuel Tank Maintenance Company, LLC. Approve reallocation of funds from the 2025 CIP budget. Pending Legal review.

# **Background Information**

In 2024, engineers from Kimley-Horn and Griggs & Maloney developed a master plan to improve the outdoor campus at the Patterson Park Community Center, including new parking, upgrades to existing parking facilities, and a new playground and splashpad. After a competitive bidding process with six submissions, FTM Company, LLC was selected with the lowest bid of \$2,398,000, plus an Alternate A cost of \$244,645.50. The total contract value, including a 5% Owner's contingency, is \$2,774,777.50.

A reallocation of \$380,000 from 2025 CIP from Veterans Park is requested to fully fund this project.

#### **Council Priorities Served**

Establish strong City brand

The addition of a playground and splashpad will be an amenity for the City residents that will be well used.

#### **Fiscal Impact**

The expense, \$2,775,000, is funded by General Fund Unassigned and Assigned Fund Balance and reallocated FY2025 CIP funds.

#### **Attachments**

- 1. Notice of Award.
- 2. CIP Funds Reallocation.

#### **SECTION 00 51 00**

#### **NOTICE OF AWARD**

Date of Issuance:

Owner: City of Murfreesboro Owner's Project No.: ITB-12-2025

Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 118073017

Project: Patterson Park Playground, Splashpad, and Parking Lot Expansion
Contract Name: Patterson Park Playground, Splashpad, and Parking Lot Expansion
Bidder: Fuel Tank Maintenance Company, LLC dba FTM Contracting

Bidder's Address: 240 Mill Drive, Cookeville, TN 38501

You are notified that Owner has accepted your Bid dated **December 19, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

#### **Patterson Park Parking Lot Expansion**

The Contract Price of the awarded Contract is \$2,774,775.50, based on the bid submitted on **December 19. 2024**. The Contract Price includes \$2,398,000 and Alternate A at \$244,645.50, as well as a 5% Owner's Contingency of \$132,132.00, to be used solely at the Owner's discretion. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

- 1. Deliver the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6. Payment and Performance bonds should be left undated.
- 2. Other conditions precedent (if any): [N/A]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

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

Owner:	City of Murfreesboro
By (signature):	
Name (printed):	Shane McFarland
Title:	Mayor
litle:	Mayor

Copy: Engineer

Project 226-221 00 51 00 - 1



# **January 27, 2025**

Cathy Smith
City of Murfreesboro
Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130

RE: Notice of Award Approval
Patterson Park Improvements

Dear Ms. Smith:

Bids were opened and read aloud by video meeting for the Patterson Park Playground, Splashpad, and Parking Lot Expansion project at 2pm on December 19, 2024. Bids were submitted by six (6) bidders as listed below. Based on a review of the submitted bids, all bidders appear to be responsive to the bid requirements. Below is a summary of the bid results, sorted from lowest to highest:

Bidder	Bid Total				
FTM Contracting	\$2,398,000.00				
Solomon Builders	\$2,545,000.00				
Rock City Construction Co.	\$2,568,685.00				
Beech Construction	\$2,842,600.62				
Byrne and Jones Construction LLC	\$2,852,250.00				
Boyce Ballard Construction	\$2,860,000.00				

Upon review of the bids, Kimley-Horn recommends award of the project to Fuel Tank Maintenance Company, LLC dba FTM Contracting in the total contract amount of \$2,774,775.50 including Alternate A. If you have any questions, please feel free to contact me at 615-564-2713 or by email alisha.eley@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Alisha Eley, PLA, LEED AP

**Project Manager** 



. . . creating a better quality of life

# **CIP Funds Reallocation Request**

Mr. Gore:	
Submitted for your approval is the following request to	transfer CIP funds.
CIP Loan 2025 CIP	
Transfer CIP funds from:	Transfer CIP funds to:
Veterans Park \$ (380,000.00)	Patterson Park Improvements \$ 380,000.00
TOTAL TRANSFER \$ (380,000.00)	TOTAL TRANSFER \$ 380,000.00
Explanation: Additional funding is needed for Patterso	n Park Improvements. It is requested that \$380,000
be reallocated to this project from Veterans Park.	
	,
Quare Pr	11/5/25
CFO/City Recorder	Date
Vichi & Massey	1/15/25
Reviewed by Finance	Date
Approved Abu C	V.Ga
City Manager	
Declined Date	

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

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/30/2025

**Item Title:** Veterans Park Construction Contract

**Department:** Project Development

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

**Requested Council Action:** 

Ordinance	
Resolution	
Motion	$\boxtimes$
Direction	
Information	

#### **Summary**

Consider approving the Contract with Moody Excavating, LLC for the construction of Veterans Park.

#### **Staff Recommendation**

Approve the contract with Moody Excavating, LLC. Pending Legal approval.

#### **Background Information**

Engineers and Architects from Gresham Smith have developed a design for Veterans Park, to be located off Veterans Parkway near the 840 interchanges. The proposed park will feature a primary entrance off Veterans Parkway, leading to a parking lot. From the parking area, visitors will have access to a playground and a network of both paved and stone trails. Additionally, the development includes a secondary parking lot connected to the Cloister subdivision, as well as four pavilions.

Following a competitive bidding process with five submissions, Moody Excavating, LLC was selected based on the lowest bid of \$15,465,347, plus Alternate #4 in the amount of \$107,640.36. The total contract value, including a 5% Owner's contingency, amounts to \$16,351,636.73.

#### **Council Priorities Served**

Improve economic development

Quality of life elements in our community such as a robust parks system provide the City with a competitive advantage in economic development activities.

#### **Fiscal Impact**

The expense, 16,352,000, is funded by FY 2025 CIP budget.

#### **Attachments**

Notice of Award.

# **SECTION 00 51 00 NOTICE OF AWARD**

Date of Issuance	:	
Owner:	City of Murfreesboro	Owner's Project No.: ITB-20-2025
Engineer:	Gresham Smith	Engineer's Project No.: 45563.02
Project:	Veterans Park	
Contract Name:	Veterans Park	
Bidder: Moody	Excavating, LLC	
Bidder's Address	111 Forbus Drive Christiana, TN 37037	
	nat Owner has accepted your Bid da he Successful Bidder and are award	
Veterans Park		
2025. The Contract a 5% Owner's Consubject to adjustn	It Price includes the base bid of $$15$ ntingency of $$778,649.37$ , to be u	351,636.73 based on the bid submitted on January 14, 5,465,347.00 and Alternate #4 at \$107,640.36, as well as sed solely at the Owner's discretion. Contract Price is e Contract, including but not limited to those governing cost-plus-fee basis, as applicable.
You must comply of Award:	with the following conditions prece	edent within 15 days of the date of receipt of this Notice
payment l	oonds) and insurance documentation	Contract security (such as required performance and on, as specified in the Instructions to Bidders and in the and Performance bonds should be left undated.
2. Other con	ditions precedent (if any): <b>N/A</b>	
• •	with these conditions within the tim of Award, and declare your Bid secu	ne specified will entitle Owner to consider you in default, rity forfeited.
•	d Approval of the required Contra Sign for execution by all parties.	act Security, Owner will send Contract Documents for
Owner:	City of Murfreesboro	
By (signature):	,	
Name (printed):	Shane McFarland	
Titlo:	Mayor	

Project 45563.02 00 51 00 - 1

Title:

Copy: Engineer



January 27, 2025

Megan Strode
Purchasing Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Subject: Recommendation to Award

Veterans Park

4832 Veterans Parkway

Gresham Smith Project No. 45563.02

Dear Ms. Strode:

Bids for Veterans Park were opened on a Zoom call hosted by the City of Murfreesboro at 2:00 PM on January 14, 2025. Bids were submitted by five responsive and compliant bidders, summarized below.

	Base Bid	Deductive Alternate 1	Deductive Alternate 2	Deductive Alternate 3	Additive Alternate 4	Additive Alternate 5
Moody Excavating	\$15,465,347.00	-\$639,426.33	-\$122,234.19	-\$32,226.08	+\$107,640.36	+\$27,443.20
Nabholz Construction	\$16,994,311.00	-\$485,332.00	-\$186,279.00	-\$109,332.00	+\$57,768.00	-\$66,305.00
Boyce Ballard Construction	\$17,282,000.00	-\$689,000.00	-\$213,000.00	-\$127,000.00	+\$101,000.00	+\$17,000.00
Byrne & Jones Construction	\$17,527,571.25	-\$553,000.00	-\$195,000.00	-\$220,000.00	+\$127,000.00	-\$60,000.00
Solomon Builders	\$17,650,000.00	-\$518,672.00	-\$145,637.00	-\$342,139.00	+\$55,070.00	+\$0.00

Genuine Ingenuity

222 Second Avenue South Suite 1400 Nashville, TN 37201 615.770.8100 GreshamSmith.com

Upon review of the submitted bids, Gresham Smith recommends award of the project to the lowest bidder, Moody Excavating, LLC, in the amount of \$16,351,636.73. This amount accounts for a recommendation to accept Alternate 4 and includes the owner's contingency.

#### **Moody Excavating Bid Summary**

Base Bid - \$15,465,347.00 Alternate 4 - \$107,640.36 5% Contingency - \$778,649.37

Total - \$16,351,636.73

If you have any questions, you may reach me at (615) 770-8312 or rob.whitson@greshamsmith.com.

Sincerely,

Сору

Rob Whitson, P.E. Project Manager

nels R Whiten

Nate Williams - Executive Director of Recreation Services

#### **COUNCIL COMMUNICATION**

Meeting Date: 1/30/2025

hting
ntii

Project

**Department:** Development Services

**Presented by:** Gabriel Moore, Project Engineer

**Requested Council Action:** 

Ordinance	
Resolution	
Motion	$\boxtimes$
Direction	
Information	

#### Summary

Acquire easements by condemnation at 106 SE Broad St for Town Creek Daylighting Project.

#### Staff Recommendation

Approve initiation of condemnation proceedings by tendering the appraised value of \$92,520 and authorize staff to negotiate a settlement up to the limits allowed under Federal property acquisition guidelines.

#### **Background Information**

The acquisition of this property will allow for the daylighting of Town Creek at the southern end of the project limits. The City has an appraised value for the easements needed on the subject property in the amount of \$92,520. This amount was determined with the understanding that, in addition to monetary compensation, the City will also abandon unused easements as well as provide new access and signs easements in conjunction with the project. Negotiations with the property owner are ongoing but, in the essence of time, staff requests authorization to start the condemnation process if negotiations are unsuccessful. Staff requests authorization to initiate condemnation at the appraised amount by filing a Petition in the amount of \$92,520. Following the Petition filing, the Owner may be amenable to a negotiated settlement, and approval of this item includes authorization to accept a negotiated settlement up to the Federal limits.

#### **Council Priorities Served**

Responsible budgeting

Utilization of federal stimulus funds for the stormwater elements of this project offset City funds to be applied toward local expenditures.

Improve economic development

Town Creek Project and the related public improvements enhance the entrance to downtown area and encourage redevelopment in the Historic Bottoms.

# **Fiscal Impact**

The Petition will include a tendered amount of \$92,520 to be funded by the General Fund.

# **Attachments**

Appraisal

Appraisal Review Report

# LOCAL PUBLIC AGENCY REAL PROPERTY EMINENT DOMAIN APPRAISAL REVIEW REPORT (RIGHT OF WAY ACQUISITION)

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standard 3 and 4 of the *Uniform Standards of Professional Appraisal Practice*, as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to the Standard 3 and 4 in effect as of the date this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice*, the *Uniform Relocation Assistance & Real Property Acquisition Act*, and the Tennessee Department of Transportation's *Guidelines for Appraisers*; and further develop opinions as to the completeness, accuracy, adequacy, relevance, reasonableness, and appropriateness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for **THE CITY OF MURFREESBORO** and is the intended user.

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

Section (A) Identification & Base Data:
(1) State Project Number: N/A (2) County: Rutherford (3) Tract No: N/A Federal: N/A
Pin: N/A Project ID: Town Creek Phase II
(4) Owner(s) of Record: McDonald's Corporation, A Delaware Corporation
(5) Address/Location of Property Appraised: 106 SE Broad Street, Murfreesboro, TN 37130 Tax Map 102C Group F Parcel 026.00
100 OL BIORG Street, Mainteesboro, TN 37130 Tax Map 1020 Group F Parcel 026.00
(6) Effective Date of the Appraisal: 10/21/2024
(7) Date of the Report:
(8) Type of Appraisal: X Formal (9) Type of Acquisition: Total
Formal Part-Affected X Partial
(10) Type of Report Prepared: (11) Appraisal & Review Were Based On:
X Appraisal Report Original Plans
Restricted Appraisal Report X Plan Revision Dated: Feb-24
(12) Author(s) of Appraisal Report: Robbi Kitchen TN CG-2489
(13) Effective Date of Appraisal Review: 12/9/2024
(14) Appraisal Review Conducted By: R. Rhett Turner, MAI, SR/WA
(15) Ownership Position & Interest Appraised: (Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple. (Confirm 100% or state the specifics otherwise.))

100% ownership position in fee simple.

(16) Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standards 3 & 4 of USPAP, and must include field inspection ( at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report.)) Development of an independent estimate of value is <u>not</u> a part of this review assignment)

Review complied with all requirements noted above. Comparable sales were visually inspected from the public right of way and confirmed using various data sources (US Titlesearch.com, Titlesearcher.com, CRSdata.com, and actual court house records). The subject property was inspected. Analyses and conclusions contained within the report were reviewed as to their applicability to the subject property, the area being acquired, and to the impact, if any, on the land and improvements remaining. The review appraiser verified the data in the Market Data Brochure or attached sales data sheets. The appraisal report was read, subject information references verified, acquisition areas verified with current plans, math checked. A review report was written.

Section (B): Property Attributes:		
(1) Total Tract Size as Taken From the Acquisition Taken	ble: Sq. Ft.	
(2) Does the Appraisal Identify One Or More "Larger P Table? (If "Yes," what is it and is it justified?)(Explain)(Descr No. The subject as identified above and in	ribe Land)	
(3) List/Identify Affected Improvements (If appraisal is "F the appraisal report and must be listed here. If the appraisa improvements should have been described in the appraisal Structure Type is adequate here.)  1- IMP 1: Fast Food Restaurant Building 3- IMP 3: Marked Parking Spaces 5- IMP 5: Curbing 7- IMP 7: Landscaping 9- 11- 13- 15- 17- 19-	al is "Formal Part-Affected," then only those affected report and listed here.) Listing by Improvement Nur	mber &
Section (C) Valuation Approaches Processed and Approaches Utilized: X Cost X Sale Reconciled Value Estimates (Total Tract or larger Parchamber Land: \$1,041,950	es Comparison X Income	es
Improvements: \$1,758,050  Total: \$2,800,000		

# Section (D) Acquisitions:

<b>(1)</b> Prop	osed Land Acquisition	on Areas (As taken	from the appraisa	ıl repor	t):		
[a]	Fee Simple:			_ Sq.	Ft.		
[b]	Permanent Drainage	Easement: (A)	485	Sq.	Ft.		
[c]	Utility Easement (E	3)	2,219	_ Sq.	Ft.		
[d]	Utility Easement (0	<b>)</b>	3,982	Sq.	Ft.		
[e]	Utility Easement (D	<b>)</b>	734	_ Sq.	Ft.		
[f]	Temporary Constru	uction Easement	5,90	<b>2</b> Sq.	Ft.		
	1-   None   2-						
Section (E) Damages/Special Benefits:  Page 21, addresses benefits and damages for the removal of the current access easement and the addition of the proposed alternate easement for access from South Church Street. The damages are slightly greater than the benefits and addressed accordingly.							
Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates							
	ches Utilized:	·	Sales Comparis		X	Income	
Reconcile	ed Value Estimates (	- Total Tract or large	er Parcel(s)):				
La	ınd:	\$976,508.0	0				
Im	provements:	\$1,758,05	<u>0</u>				
То	otal:	\$2,734,558.0	0				
	omments:	ed.					

#### Section (G) Review Comments

- "Before" & "After" Valuation (Include Comments For "NO" Responses To Questions 1 7 & "YES" Response To Question 8)
- (1) Are the conclusions of highest and best use (before & after) reasonable and adequately supported? Yes. The appraisal report conclusions for the before situation are reasonable and adequately supported. The after situation does not apply.
- (2) Are the valuation methodologies (before & after) appropriate?

  Yes. The valuation methodologies are appropriate for the before situation as completed in the appraisal report. The after situation does not apply.
- (3) Are the data employed relevant & adequate to the (before & after) appraisal problems? Yes. The data utilized in the appraisal report is relevant and adequate for the before situation as stated and employed in the appraisal report. The after situation does not apply.
- (4) Are the valuation techniques (before & after) appropriate and properly applied? Yes. The valuation techniques in the before situation are appropriate and properly applied. The after situation does not apply.
- (5) Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable? Yes. The analyses, opinions and conclusions presented and utilized in this appraisal report are appropriate. This is a total acquisition.
- (6) Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?
- Yes. The appraisal report is sufficiently complete to allow proper review. The scope of work is adequate to properly address the before situation. This is a total acquisition.
- (7) Is the appraisal report under review generally compliant with USPAP, the Uniform Act, and TDOT's Guidelines for Appraisers?
- Yes. The appraisal report is generally compliant as required by USPAP, the Uniform Act and the TDOT's Guidelines for Appraisers.
- (8) Do the general and special "Limiting Conditions and Assumptions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?
- No. The general and special Limiting Conditions and Assumptions are reasonable and appropriate. These items do not limit or restrict the report in any manner. The appraisal report may relied on for the stated use.

## Appraisal Report Conclusions -- Amounts Due Owner

(a)	Fee Simple:	\$0.00
(b)	Permanent Drainage Easement:	\$11,349
(c)	Utility Easement (B)	\$17,308.20
(d)	Utility Easement (C)	\$31,059.60
(e)	Utility Easement (D)	\$5,725.20
(f)	Temporary Construction Easement:	\$5,075.20
(g)	Improvements:	\$0
(h)	Compensable Damages:	\$334,585
(i)	Special Benefits:	-\$312,585
(j)	Total Amount Due Owner By Appraisal:	\$92,520
×	I DO Recommend Approval Of This Report I DO NOT Recommend Approval Of This Report	

## Comments:

The appraisal report is well founded and addresses the acquisition areas and the relationship to the remainder. The appraisal report is based on local market data and proper appraisal methodology is applied.

	K. Shell Jum		TN CG-2244
R. R	nett Turner, MAI, SR/WA		State License/Certification No(s)
Х	Consultant	Staff	
	December 9, 2024  Date of Appraisal Review Re	port	

Additional Comments:

The final amount due owner is rounded up from \$92,517.72 to \$92,520.

## Section (H) Certification

I certify to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I did personally inspect the exterior of the subject property of the work under review.

No one provided significant appraisal or appraisal review assistance to the person signing this certification.

As of the date of this report, R. Rhett Turner, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

R. Rhett Turner, MAI, SR/WA

X Consultant

Staff

December 9, 2024

Date of Appraisal Review Report

## Section (I) Limiting Conditions & Assumptions

This appraisal review report has been made with the following general limiting conditions and assumptions:

- (1) Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.
- (2) Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.
- (3) Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.
- (4) Unless stated herein to the contrary, no additional research was conducted by the review appraiser.
- (5) Unless stated herein to the contrary, all specific and general limiting conditions and assumptions outlined in the appraisal report submitted for review are adopted herein.

## ROBBI KITCHEN APPRAISAL SERVICES 132 DONMOND DR HENDERSONVILLE, TN 37075

Office: 615-447-5427

Robbi L. Kitchen Appraiser

November 25, 2024

## City of Murfreesboro

c/o Roman Hankins, Deputy City Attorney 111 West Vine St Murfreesboro, TN 37130 615-849-2616

RE: 106 SE Broad St, Murfreesboro, TN

Rutherford County Tax Map/Parcel: 102F-C-026.00

Dear Client:

At your request, I have prepared the attached updated appraisal of the referenced property in Rutherford County, Tennessee.

The purpose of the appraisal is to estimate the market value of the property for the purposes of determining a fair market value in order for the Client to acquire the subject property for a City project.

The scope of the appraisal consisted of a thorough investigation into available market data, the application of the applicable appraisal methods and techniques, and an analysis of the data to arrive at the market value estimate.

The intended use of the appraisal is to assist the Client in evaluation of the subject property for the acquisition of the subject property for a City project. The intended user of the appraisal report is **City of Murfreesboro, Rutherford County, Tennessee,** and its duly authorized representatives.

The actual date of the appraisal report is November 25, 2024. The effective date of the appraisal is October 21, 2024, which is the most recent date of inspection.

As a result of my inspection and my analysis of available market data, as of October 21, 2024, I estimate the fair market value of the subject property to be: \$2,800,000.00.

The amount due owner is: \$92,520.00
Ninety-Two Thousand Five Hundred Twenty Dollars

Yours very truly,

Robbi L. Kitchen

State of TN Certified General Appraiser, CG-2489

rlk enclosure

Page \_\_\_1\_\_ of \_\_64\_\_

## AN APPRAISAL REPORT PREPARED FOR: City of Murfreesboro, Rutherford County, TN

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR ACQUISITION

(B) Tenant:

Franchise owner contact:

(son of FO) 615-788-1909

Jonathan McGuire

### 1. NAME, ADDRESS AND TELEPHONE NUMBER:

(A) Owner: McDonalds Corporation #4244

P.O. Box 182571

Columbia, TN 43218-2571

Contact: Christina Everett

470-418-0641 cell

Christina.everett@us.mcd.com

## (C) Address and/or Location of Subject:

106 SE Broad St, Murfreesboro, Rutherford County, TN 37130 The property is located along the south right of way of SE Broad St just +/-165' east of the intersection S Church St in Murfreesboro, TN.

## 2. DETAIL DESCRIPTION OF ENTIRE TRACT:

### SITE DESCRIPTION:

Legal Description: Recorded in the Registers Office of Rutherford County Record Book 342, page 336. For the purpose of this appraisal, the size indicated on the tax card is assumed correct (40,075 sqft).

Size/ Larger Parcel: According to the tax record, the property contains approximately 40,075 sqft along SE Broad St. The appraiser assumes the site size indicated is correct. (Note: The deed indicates 43,248 sqft plus the ingress-egress easement of 3,230 sqft; however, the deed is dated February 1985 and the appraiser assumes that the tax card correctly reflects the exclusion of rights of way which are included in the deed indicated size. A survey would be needed for exact size of the subject parcel. A survey provided by the City indicates that the correct ingress-egress easement size is 3,049 sqft.)

Shape/ Dimensions: See the Tax Map included in the addenda of the report for the shape of the tract. The property is rectangular in shape.

Drainage: The drainage of the property appears to be adequate; however, see Flood information below.

Utilities Available: Public electricity, water, gas, sewer, and telephone services are available to the property.

Frontage: The tax record indicates that the property has frontage along SE Broad St (+/-184').

Topography: The topography of the property may be described as generally level. The property is at and very slightly above road grade.

Corner Influence: The property does not have a corner influence.

Flood Plain/ Wetlands: According to the FEMA flood map concerning the subject property is mostly within the 0.2% annual chance of flood designation (+/-74% in this area) and is otherwise designated Zone X. See the copy of the FEMA Flood Map in the addenda.

Accessibility: Accessibility is considered to be adequate. Ingress and egress are available via two drive entrances leading from the existing right of way of SE Broad St. There is also a drive access leading from S Church Street at the rear of the property via an ingress/egress easement crossing the adjoining property (known as Tax Map 102C-F-024.01 – owned by City of Murfreesboro).

View: The view of the subject property is commercial. There are vacant lots to the west and south.

Off Site Improvements: There are existing curb/gutter and sidewalk sections located along the frontage of the subject property within the existing right of way of SE Broad St. SE Broad St is a public, 7 lane roadway (6 travel lanes with a middle turn lane). S Church Street is a public, 5 lane roadway (4 travel lanes with a middle turn lane).

Project	Town Creek PH 1		Rutherford	Tract No.	106 SE Broad St
		Name of Appraiser:	Robbi L. Kitchen, C	G-2489	

Environment: The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

Minerals: The value estimate is based on the assumption that the property is not affected by the existence of mineral deposits unless otherwise stated in this report. The appraiser is not an expert in the identification of such mineral deposits. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant mineral deposits which would affect the property's market value unless otherwise stated in this report. It is possible that tests and inspections made by a qualified expert would reveal the existence of mineral deposits on or around the property that would affect its value.

## **Building Improvements:**

The property is currently improved with a commercial restaurant building and related improvements. They are as follows: 1) restaurant building; 2) business signs and drive-thru order station (menu signs & speakers); 3) marked parking spaces; 4) paving; 5) curbing; 6) storage building & dumpster enclosure; 7) landscaping; and 8) outdoor lighting. See the following pages for a more detailed description of the improvements on the property.

NOTE: Improvements within the existing right of way are not included in the appraisal.

Personal Property: Personal property (including furnishings, appliances, and equipment) is not included in the appraisal of the real estate.

### **Assessment:**

Property Taxes: According to the Tax Assessor's tax card information, the subject property is appraised for 2023 tax purposes as follows: \$623,000 land value; \$665,700 improvements; \$1,288,700 total value. The property is assessed at

40%	% (\$515,480) and the	current taxes are as follows: \$4,910.46 city and \$9,671.44 county (\$14,581.90 total).
3A.	TAX MAP, GROUP, AN 102C- F- 026.00	D PARCEL NO.
3B.	Is SUBJECT IN A FEMA  ☐ Yes ☐ No  If yes, show FEMA	## FLOOD HAZARD AREA?  Map/Zone No: Map 47149C0260J, dated 05/09/2023; Zones X and 0.2%
4.	INTEREST ACQUIRED: Fee Simple	
5.	Acquisition: Total	□ Partial
6.	TYPE OF APPRAISAL: Formal	Formal Part Affected Appraisal (FPA)
app	oraisal of the land an	ed: The Client has requested a formal appraisal report for this property, which will be an d all improvements of value on the property. The property rights appraised are fee simple title market value of the property.

Intended Use of Report - This "Formal" appraisal of a 100% ownership position is intended for the sole purpose of assisting the City of Murfreesboro in the acquisition of land for right-of-way purposes. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

This is an Appraisal Report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the addenda of this report. The depth of discussion contained in this report is specific to the needs of the client.

Project	Town Creek PH 1	County:	Rutherford	Tract No.	106 SE Broad St
		Name of Appraiser:	Robbi L. Kitche	en, CG-2489	

### 7. DETAIL DESCRIPTION OF LAND ACQUIRED:

### **Description of Acquisition and/or Easements:**

Size/Shape/Location of Acquisition: According to the information provided by the Client, no fee acquisition is acquired from subject property by the project.

The project, however, will acquire multiple easements as described below and will remove an existing ingress/egress easement across an adjoining property (owned by the City: Tax Map 102C-F-024.01) while providing a replacement the ingress/egress easement in a new location (owned by the City: Tax Map 102C-F-024.00).

Most of the easement acquisitions on the subject property are currently "in use" from prior unrecorded agreements between the City and prior property ownership (agreements prior to current ownership) which may affect existing improvements and will complete proper recording procedures for these "in use" easements. New easements consist of the temporary construction easement and the permanent drainage/trail easement (see further discussion below). Also, with this project, there will be removal or abandonment of existing recorded easements which are no longer needed by the City (these may affect some improvements as described). All of these are listed below (labeled as A, B, C, etc. by the appraiser for descriptive purposes in appraisal):

Description of proposed new easement acquisitions on subject property: (see comments regarding improvements affected below):

- (A) Permanent drainage & trail easement: 485 sqft (SW corner of property)
- (J) Temporary Construction Easement: 5,902 sqft (along west and south property lines) 120 day period

Description of proposed (in use) easement acquisitions on subject property (may affect existing improvements):

- (B) Sanitary sewer & water line easement: 2,219 sqft (along west property line)
- (C) Sanitary sewer easement: 3,982 sqft (along south property line)
- (D) Water line easement: 734 sqft (along north property line)

Description of abandonment of existing easements:

- (E) Public utility easement: 0.05 acre or 2,178 sqft (removal of creek diversion under parking lot: will not affect improvements)
- (F) Public utility easement: 4,000 sqft (middle of property and under building: will not affect improvements)

Existing ingress/egress and sign easement to be abandoned (Tax Map 102C-F-024.01):

(G) 0.07 acres or 3,049 sqft (sign to be relocated – See "I" below)

Proposed new ingress/egress or access easement and sign relocation easement (Tax Map 102C-F-024.00):

- (H) Permanent access easement: 0.16 acre or 6,970 sqft (drive access paving by contractor for City)
- (I) Signage easement: 225 sqft (sign relocation by contractor for City)

## **Description of improvements acquired/affected by project:**

Easement A- covers a very small section of lawn (Structure 7) and a very small portion of asphalt paving (Structure 4); however, the appraiser is instructed that these items affected by a project easement will be replaced in "like-kind" so should not be included as part acquired in the appraisal.

Easement E- Abandonment of this easement will include fill of existing infrastructure (underground creek piping) with appropriate material; however, according to the City all of the fill will be inserted from off-site of the subject property and will not affect any existing improvements on the subject property.

Easements G, H, I: The paving for the existing access (ingress/egress and sign) easement referred to as "G" will be removed, but will be replaced with new paving on an access easement "H" and the existing sign on "G" will be relocated along the new access easement within the new sign easement "I". The sign (portion of Structure 2) is not included as part acquired since it is relocated by the City to the new access/sign easement areas.

Easements B, C, D, F: Some of the parking and related improvements are affected by these easement areas.

Easement J: The temporary construction easement (TCE), which will allow access to the other proposed easement areas and work on the project in general. This and other easements noted will potentially affect paving, curbing, marked parking, lot lighting, entry/exit signage, and landscaping (trees, bushes, ground cover, and lawn). The appraiser has been instructed that any improvements affected or disturbed by the easements will be replaced or repaired by the City of Murfreesboro and should not be included in the appraisal as part acquired. It should also be noted that the City has informed the appraiser that the front drive access (west drive) affected by proposed easements will not be blocked by

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project work during open business hours because any work within the easements affecting this driveway area will be completed while the business is closed.

In summary, because any affected improvements due to the project will be replaced in Like Kind, there are no improvements considered as part acquired by the project. (ie-No improvements of value are affected by the project.) It should be noted that the Easements along the west and south property lines, including the Temporary Construction Easement will encumber 18 of the subject parking spaces during the construction of the project. The Client (City of Murfreesboro) has informed the appraiser that the contractor for the project is required to complete all work within 120 consecutive days of date of begin. The parking will only be affected during this 120 day period. The temporary encumbrance of these parking spaces will be discussed further in item 24 of this report (Describe Remainders: Damages/Benefits).

### 8. SALES OF SUBJECT:

(Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years)

Date of Sale		Grantor	Gı	rantee	Book Page		Verified Consideration	How Sale  Amount Verified
02/08/1985	II	rlyle & Rachel nnings	McDor Corpor		342/336		\$225,000	Deed
			'					
Existing Use		Zoning			ities lable		Off-Site provements	Area Lot or Acreage
Commercial		CH-Comme Highway		All p	ublic	SI	E Broad St	40,075 sqft

## **Listing Information:**

Per the MLS, the property is not currently listed and has not been listed for sale recently.

## **Sales Information:**

The property has not sold within the past ten years as indicated by the tax record.

9. HIGHEST AND BEST USE: (Before Acquisition; If different from existing, make explanation supporting same.)
In determining highest and best use, in addition to the pertinent data regarding the subject property, one must also

consider several external factors, such as the market area in general, market activity in the area, the uses of surrounding properties, supply and demand, the local economy, as well as other items which may affect marketability.

Market Data: The market area consists of the commercial areas in the City Central Areas (downtown area) of Murfreesboro along SE Broad Street.

The immediate area is located along SE Broad St, S Front St, and S Church St. Predominant uses of the land along the project are commercial.

This general area consists of primarily commercial uses and special purpose (or governmental) uses. The area is approximately 95-100% built-up. The area has good access to major roadways leading to areas of transportation, employment, shopping, and healthcare in Murfreesboro.

Property values are slightly increasing at present and are higher (in most cases) than indicated 1-3 years ago. Marketing times for reasonably priced commercial properties is 0 – 18 months with the majority being just under 12 months. Overpriced properties tend to have longer marketing times. Currently with regard to commercial properties in this immediate area, supply and demand are near equal. However, as in general, investors are expecting a decrease in interest rates later in the summer months, supply is increasing slightly which in turn is slightly increasing marketing times.

*Uses Considered:* The appraiser has considered all uses available in arriving at the highest and best use of the subject property.

Existing Use: The subject property is currently used for commercial purposes (fast food restaurant).

Zoning: According to the local government authority, the zoning on the subject property is CH (Commercial Highway). The use of property within this zoning district is for the permitted Commercial use and other complimentary uses.

Per the Murfreesboro Zoning Ordinance: CH.

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This district is intended to permit the development and continued maintenance of general commercial uses located in a linear fashion along highways and near transportation facilities and industrial areas. There is no minimum lot size requirement. The setback requirements are as follows: 42' front yard; 10' side yard; 20' rear yard.

There are two types of highest and best use to be considered in an appraisal: 1) highest and best use as if vacant; and 2) highest and best use as improved.

Definition of Highest And Best Use: The 6th Edition of the Dictionary of Real Estate Appraisal defines highest and best use as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Definition of Highest And Best Use Of Land Or A Site As If Vacant: The 6th Edition of the Dictionary of Real Estate Appraisal defines highest and best use of land or a site as if vacant as among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

## **Highest and Best Use As if Vacant:**

Considering all of the property's legitimate potential uses, the highest and best use of the subject property as if vacant is a commercial use. Because the property is zoning permits commercial use and is located in an area of commercial uses, as if Vacant, such possible uses of the subject lot would meet the criteria of Legally Permissible, Physically Possible, Financial Feasible, and Maximally Productive as further described below.

<u>Legally Permissible</u>: The property is currently zoned CH, which allows the existing commercial use. <u>Physically Possible</u>: The property as a whole has adequate topography, public utilities available, and adequate accessibility for use as commercial. <u>Financially Feasible</u>: Use of the property as commercial would be the most financially feasible use based on zoning, location, and size. <u>Maximally Productive</u>: Use as commercial would deliver the most return on investment based on sales and rental data in this market.

## **Highest and Best Use As Improved:**

The subject property is currently used as a fast food restaurant Because the existing improvements are have sufficient remaining life, continued use for commercial purposes is determined to be the highest and best use as improved.

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## **DESCRIPTION OF COMMERCIAL IMPROVEMENTS**

### 12. Structure No. 1

Function/ Use: Fast Food Restaurant building

Construction: Steel & Wood Frame/ Concrete block and Stucco Finish

Stories: 1 Story Condition: Average

Age (Actual and Effective): Actual: (built 2004) 20 years; Effective: 10 years

Remaining Economic Life: 45 years

Exterior Finish: Finished Concrete Block and Stucco

Roof Type/Cover: Flat/Built-up Composition Heating/Cooling System: Central HVAC

Electrical: Adequate
Plumbing: Adequate
# Plumbing Fixtures: 10 fixtures

Interior Finish:

Walls: Drywall or Wallboard

Ceiling: Drop tile

Floors: Commercial Tile Flooring

Gross Area:

Store Area: 100%
Basement Area: None
Other: None

Floor Areas:

First Floor: 3,612 sqft

Second Floor: C

Total: 3,612 sqft
Net Rental Area: 3,612 sqft

Parking Surface: Asphalt and concrete (38 marked spaces of which 2 are handicap spaces)

Parking Area: +/-28,500 sqft asphalt and concrete

Building Area/ Paving Ratio: 0.13:1

Parking Spaces/ Building Area: 1 space: 95 sqft Additional Features: concrete walks

## **NARRATIVE DESCRIPTION:** (other than above)

IMPORTANT INFORMATION REGARDING LEVEL OF INSPECTION BY APPRAISER:

The Owner's contact, Christina Everett of McDonalds USA Nashville Development Team, was contacted by the appraiser (by phone – left message and by multiple emails dated February 20, February 28, and March 7, 2024) as instructed and was given opportunity to accompany the appraiser during her inspection. The owner representative instructed the appraiser to not contact the franchise owner and did not respond to requests to meet the appraiser or schedule a formal inspection of the property. After conferring with the Client that the owner's representative was not responding to inspection scheduling requests, the appraisal inspection was completed of the exterior only. Interior finish was provided by tax records and prior general viewing of public interior spaces as a customer of the current franchise.

The subject commercial building consists of a metal frame structure with finished concrete block and stucco finish exterior. The building was constructed in 2004, but has since been maintained, remodeled, and updated, which is reflected in the lowered effective age.

The interior is finished with commercial tile flooring, sheetrock or wallboard walls, drop-tile ceilings and has central HVAC. There are two public restrooms. The moveable appliances, equipment and any shelving and tools in the building are personal items and are not included in the appraisal. The entire building is occupied by McDonald's. Rental or lease data was not provided to the appraiser.

There is parking available on all sides of the building and a drive thru area immediately surrounding the building (has 2 drive up menu lanes).

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R.O.W. Form 2A-5 DT-0051

## **DESCRIPTION OF OTHER IMPROVEMENTS**

## Item 11.

STRUCTURE NO. 2								
SINUCIURE NU. Z								
No. Stories:	**	Age:	Eff 10 years	Function:	Signs			
Construction:	Metal-Prefab	Condition:	Average	Sq. Ft. Area:	1 unit each			
Repl. Cost:	\$36,400	Depreciation:	50%	Indicated Value:	\$18,200			
		<del>-</del>		_				
Other Comments and Explanations of Replacement Cost and Depreciation:  ** front 30' high lighted sign; rear 15' high lighted sign; Two 2'high front entry/exit signs; Two 10' high drive-thru menu stations  Data Source: Select Sign Service, Murfreesboro, TN (615-494-9200) Front Sign \$9,500 installed + Rear Sign \$7,000 installed + Entry/Exit sign @ \$450 installed x 2 = \$900 + \$9,500 drive thru station installed x 2 = \$19,000 = \$36,400 replacement cost								
*Depreciation: Eco	onomic Age/ Life Me	thod 10 yrs. Effective	e Age / 20 yrs. Typid	cal Economic Life = 5	0% Depreciation			
STRUCTURE NO. 3								
No. Stories:	N/A	Age:	Eff. 2 yrs	Function:	Marked Parking			
Construction:	Painted	Condition:	Average-Good	Sq. Ft. Area:	38 spaces			
Repl. Cost:	\$6,050	Depreciation:	10%	Indicated Value:	\$5,450 rounded			
ер.: созс.	<del>γ0,030</del>	_ Sepi colution.	10/0	- maicatea value.	75) TOUTINEU			
36 typical spaces + Data Source: Parki each HC space x 2 s cost	ng Lot Striping Nashv spaces = <u>\$250</u> + parki	parking lot marking ville; Nashville, TN (6 ng lot markings @ <u>\$</u>	+ 4 bollards (curbside 15-610-3314): \$75 ea <u>2,500</u> + bollards @ \$2	e pick-up) ach typical x 36 units : 150 ea x 4 = <u>\$600</u> = \$6 al Economic Life = 10	6,050 replacement			
STRUCTURE No. 4								
No. Stories:	N/A	Age:	Eff. 5 years	Function:	Paving			
Construction:	Asphalt &	Condition:	Average	Sq. Ft. Area:	+/-28,500 sqft			
Construction.	Concrete	condition.	Average	5q. 1 t. 7 (i ca.	·/ 20,500 5q1t			
Repl. Cost:	\$109,875	Depreciation:	25%	- Indicated Value:	\$82,410 rounded			
Trepir cost.	Ψ103,073	- Depresiation			<del>γου, 110 10011000</del>			
Other Comments and Explanations of Replacement Cost and Depreciation:  Data Source: Asphalt Paving Nashville 615-200-6979: \$3.50 per sq.ft. installed asphalt x 24,000 sqft = \$84,000 + \$5.75 per sqft concrete x 4,500 sqft = \$25,875 = \$109,875 total replacement cost paving  *Depreciation: Economic Age/ Life Method 5 yrs. Effective Age / 20 yrs. Typical Economic Life = 25 % Depreciation  NOTE: The appraiser is instructed that paving items affected by the project will be replaced in "like-kind" so they should								
not be included as	part acquired in the	appraisal.						
Project To	wn Creek PH 1	County: Rutherfo	ord r· Robbi I Kitchen	<del>-</del>	E Broad St			

## **DESCRIPTION OF OTHER IMPROVEMENTS**

## Item 11.

STRUCTURE NO.	5										
No. Stories:	N/A	Age:	Eff. 10 yrs	Function:	Curbing						
Construction:	Concrete	Condition:	Average	Sq. Ft. Area:	+/-1,300 linear ft						
		Depreciation:	33%	Indicated Value:	\$14,460 rounded						
4" curbing Data Source: A replacement of *Depreciation  NOTE: The approximate be include  STRUCTURE NO.  No. Stories: Construction: Repl. Cost:	: Economic Age/ Life Me oraiser is instructed that o d as part acquired in the	Replacement Cost and Section 10 yrs. Effect curbing items affect appraisal.  Age: Condition: Depreciation:	and Depreciation:  Of linear feet curbing live Age / 30 yrs. Type live by a project will be live	@ \$16.60 per linear f pical Economic Life = : e replaced in "like-kin	oot = \$21,580 33 % Depreciation						
**+/-200 sqft Data Source:   \$8,556; plus B \$900 = \$21,50	storage; +/-440 sqft dum Premier Fence LLC, Murfr lock dumpster enclosure 3.20 or say \$21,510 roun : Economic Age/ Life Me	pster enclosure; tw eesboro, TN 615-3: +/-440 sqft x \$27.3 ded cost new	o 8' wide dumpster g 27-1397; +/-200 sqft l 8 per sqft = <u>\$12,047.2</u>	Block Storage Bld x \$4 <u>20</u> ; plus two 8' wide g	ates @ \$450 ea =						
STRUCTURE NO.	<u>7</u>										
No. Stories:	N/A	Age:	Unknown	Function:	Landscaping						
Construction:	Lawn, bushes, ground cover,trees, sprinkler system	Condition:	Average	Sq. Ft. Area:	N/A						
Contributing Value:	\$14,500	Depreciation:	Not Applicable	Indicated Value:	\$14,500						
Other Comments and Explanations of Replacement Cost and Depreciation:  Data Source: Greenway of Nashville, LLC 615-238-4574  Contributing value of landscaping included. Note: Sprinkler system is estimated at \$2.15 per sqft replacement cost.  *Depreciation: Depreciation is not applicable to landscaping – cost provided is contributing value.  NOTE: The appraiser is instructed that Lawn affected by a project easement or easement abandonment will be replaced in "like-kind" so they should not be included as part acquired in the appraisal.											
Project	Town Creek PH 1	_ County: _ Ruther			SE Broad St						
		Name of Apprais	ser: Kobbi L. Kitcher	1, CG-2489	Name of Appraiser: _ Robbi L. Kitchen, CG-2489						

### **DESCRIPTION OF OTHER IMPROVEMENTS**

### Item 11.

STRUCTURE NO. 8					
No. Stories:	See below	Age:	Eff. 15 years	Function:	Lighting & Flag Pole
Construction:	Metal & Other	Condition:	Average	Sq. Ft. Area:	9 units**
Repl. Cost:	\$32,900	Depreciation:	30%	Indicated Valu	ie: <b>\$23,030</b>

## Other Comments and Explanations of Replacement Cost and Depreciation:

\*\*4 parking lot lights with two fixtures each (head lamps); 4 parking lot lights with 1 fixture each; 1 flag pole

Data Source: Marshall Valuation Service, Section 64, page 3

Eight 24' light posts, average @ \$1,900 ea =  $\frac{$15,200}{}$ ; Plus 12 headlamp fixures @ \$1,400 ea =  $\frac{$16,800}{}$ ; Plus One 24' commercial

flag pole @ \$900= Total: \$32,900 replacement cost

\*Depreciation: Economic Age/ Life Method 15 yrs. Effective Age / 50 yrs. Typical Economic Life = 30% Depreciation

**Definitions regarding Improvement Structures:** 

## \* Definitions:

### Depreciation

The 6th Edition of the *Dictionary of Real Estate Appraisal* defines depreciation as "a loss in property value from any cause; the difference between the reproduction or replacement cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date."

## **Economic Age Life Method of Depreciation**

For the purposes of this Appraisal Report and this project the economic age life method of depreciation will be used to calculate depreciation of improvements. According to the 6th Edition of the *Dictionary of Real Estate Appraisal* the economic age/ life method is defined as "a method of estimating accrued depreciation in which the ratio between the effective age of a structure and its total economic life is applied to the current cost of the improvements to obtain a lump-sum deduction."

### **Depreciated Value:**

The 6th Edition of the *Dictionary of Real Estate Appraisal* defines depreciated value as "often used to describe cost less a single form of depreciation, or used synonymously with *sound value*, or with *replacement cost less depreciation*; a very nebulous term and purely a cost concept that is frequently related to book value." Marshall & Swift LP

## Economic Life:

The 6th Edition of the *Dictionary of Real Estate Appraisal* defines economic life as "The period over which improvements to real property contribute to property value".

## Effective Age:

The 6th Edition of the *Dictionary of Real Estate Appraisal* defines effective age as "The age indicated by the condition and utility of a structure".

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## **VALUE ANALYSIS**

### Appraisal Problem:

As discussed, the subject property consists of a +/-40,075 sqft commercial property fronting along SE Broad Street with access from SE Broad St. The property is located one lot east of the intersection of S Church Street. The property also has secondary access via an ingress-egress easement leading from S Church Street which includes a sign for the subject property.

The City of Murfreesboro will acquire multiple easement areas within the bounds of the subject property (utility easements) which are currently "in-use" as these easements were set forth via agreements with the prior owner of the subject property (prior to 1985); however, the easement agreements were not properly recorded as recently discovered, so they will need to be recorded properly. Also acquired is a small rectangular easement at the southwest corner of the property for a permanent drainage and trail easement. This is a new easement on the property. Two existing easements crossing the subject property will be abandoned or released by the City to the current property owner. Also, a temporary construction easement (3-year use term) will be acquired to provide access to the other easements and complete project work. The temporary easement extends across the northwest drive, along the west side of the property and across the south property line.

In addition, the existing ingress-egress (and sign) easement leading from S Church Street will be removed; however, to compensate, the City will provide a new ingress-egress and sign easement from S Church Street to the subject property located just +/-150' south of the existing easement.

The appraiser has been asked to provide an estimate of value of the easement acquisitions on the subject property and to determine an estimate of value of the entire subject property prior to the project, including the contributing value of the existing ingress-egress easement. The appraiser has been asked to provide an estimated value of the subject property after the project, including the contributing value of the addition of the new ingress-egress and sign easement; and therefore, the amount due owner for the effects of the subject project.

To do this, in the analysis of the subject property, the appraiser has considered all three approaches to value, the Sales Comparison Approach, the Income Approach, and the Cost Approach. They are described further below. Only those approaches to value which are applicable to the subject appraisal are utilized in analyzing the subject property.

<u>Sales Comparison Approach</u>: Defined as: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available (ref. 6<sup>th</sup> Edition of the Dictionary of Real Estate Appraisal).

The sales comparison approach is considered an applicable approach in arriving at the estimated value of the subject property. The value of the subject property was based on recent sales of somewhat similar properties in the general area. The sales comparison approach <u>as if vacant</u> and <u>as improved</u> is included on the following pages.

<u>Cost Approach</u>: Defined as: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting accrued depreciation from the reproduction or replacement cost; and adding the estimated land value plus an entrepreneurial profit. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised (ref. 6<sup>th</sup> Edition of the Dictionary of Real Estate Appraisal).

The cost approach to value is not reliable with regard to the subject due to the advanced age of the improvements and is not considered necessary for credible assignment results.

<u>Income Approach</u>: Defined as: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversions) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of an investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate (ref. 6<sup>th</sup> Edition of the Dictionary of Real Estate Appraisal).

The income approach to value is included within the estimate of value analysis as similar properties could be purchased on a rental income producing basis in the area. The income approach analysis can be found following the Sales Comparison Approach.

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# Vacant Land Analysis SALES COMPARISON APPROACH

## **14. Land Value Analysis**

Adjust to subject property using Plus (+) Subject Better, Minus (-) Subject Poorer, Equal (=) Subject Similar or Equal.

Analysis of Comparability

		Sale No	o. VC-1	Sale No	o. VC-2	Sale No	o. VC-3
Cash Equivalent Sa	ale Price	\$4,200,000		\$1,800,000		\$1,341,000	<u> </u>
Date of Sale/Mark		09/01/2023	+3.25%	03/21/2023	+4.75%	03/22/2024	+1.75%
Current Cash Equiv	valent	\$4,336,500		\$1,885,500		\$1,364,470 r	ounded
Proximity		+/-3.7 miles	S	+/-6.5 miles	W/NW	+/-2.4 miles	NW
Land Area		166,483 sqft		70,131 sqft		76,783 sqft	
Price		\$26.05 per s	qft	\$26.89 per s	qft	\$17.77 per s	qft
Elements	Subject	Descrip tions	+/- Adj.	Descrip tions	+/- Adj.	Descrip tions	+/- Adj.
Location	SE Broad St	S Church St	=	Veterans Pkwy	=	Gateway Blvd	=
Size	40,075 SqFt	166,483 sf	+	70,131 sf	=	76,783 sf	=
Shape	Rectangular	Rectangular	=	Generally Rectangular	=	Generally Rectangular	=
Site/View	Commercial	Commercial	=	Commercial	=	Commercial	=
Topography	Level	Similar	=	Similar	=	Similar	=
Access	PP 5 lane PP 7 lane	PP 7 Lane	=	PP 5 lane, PP 3 lane	=	PP 3 Lane	+
Zoning	СН	СН	=	Commercial PUD	=	СН	=
Utilities Available	All Public	Similar	=	Similar	=	Similar	=
Encumbrance, Easements, Etc.	Typical; 0.2% FEMA Zone X	Utility, I/E Esmt, Setbacks	=	Utility, Drainage, Setbacks	=	Utility, Drainage, Setbacks	=
Off-Site Improvements	Access Easement via S Church St; SE Broad St	S Church St	=	Veterans Pkwy, Shores Rd	=	Gateway Blvd	=
On-Site Improvements	See items 11 & 12	None of value	=	None of value	=	None of value	=
Qualitative Adjust	ments		Slightly Inferior		Similar		Slightly Inferior

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	Na	me of Appraiser: <u>Ro</u>	bbi L. Kitchen,	CG-2489	

# **Comments: Vacant Land Analysis SALES COMPARISON APPROACH**

### **COMMENTS**

As previously stated, the subject property consists of a rectangular-shaped, 40,075 sqft property located in a commercial, mostly built-up section of Murfreesboro. The property has adequate frontage and access. Because of the built-up nature of the immediate area, obtaining similar and recent Vacant Lot Sale information was difficult. The most similar and recent vacant lot sales are included to determine an estimated value As if Vacant.

The appraiser reviewed and analyzed sales data in the immediate and any competing areas to find those sales which sold recently and were found to have the most similar comparability to the subject. The most similar and recent vacant lot sales are described on the prior grid page with detailed descriptions in the addenda.

The comparable sales are located in competing areas of Murfreesboro. All comparables sold within the recent past; however, based on paired sales analysis, they are adjusted for market conditions (time) based on a 0.25% per month increase.

## Adjustments:

Weighting (Analyzing) Adjustments: All adjustments to the comparables are not weighted equally. The comparable property is weighted as a whole and not just on the amount of each adjustment required.

Access: As discussed, although the subject does not have a corner location, the easement access to S Church Street provides an alternate roadway access point directly to the subject property. Recent sales of similar properties which were not but rather near a corner location, but with direct access to the corner street, were not found in the area. VC-3 is adjusted for inferior access (3 lane roadway, including lack of corner location).

The subject does not have a corner location, but does have "corner location like" access. To determine the value of the subject's existing ingress-egress easement access, the appraiser compared sales similar with one another but with differing access one with the other (aka- paired sales). This can be demonstrated with Sale VC-2 and a nearby sale at 5257 Veterans Parkway (sold 02/07/2023 for \$900,000 or \$17.42 per sqft). These two sales are in the same new development and sold within a reasonable time of one another. VC-2 has a corner location (superior accessibility and visibility), while the sale at 5257 Veterans Parkway does not. The difference in sale price is 32%. Another example is a property adjoining the noted sale at 5257 Veterans Parkway (adjoining sale: 5265 Veterans Parkway – new 7 Eleven Store- which has a corner location and sold in December 2022 for \$1,632,742.65 or \$23.73 per sqft) which, when adjusted to same market condition/time as compared with the sale at 5257 Veterans Parkway, indicates a difference due to corner access location of 27%. In essence, a reasonable superior access adjustment range is between 27% and 32% contributing to property overall value of the property. A 30% adjustment for access contributing value of the additional easement access to the subject is considered reasonable based on the paired sales analysis\*\*.

**Reconciliation:** No recent sales of exactly similar properties were found in the area.

The comparables are considered the best available for analysis of the subject property as if vacant.

Based on review of the comparables and considering the qualitative adjustments for each and after careful consideration of the subject property, the estimated value of the subject property is \$26.00 per sqft. After careful consideration of the subject property and the comparable sales data, the estimated value of the subject property is as follows:

Indicated Value of Subject Land (Correlated Unit Value x Units)
40,075 sqft subject property x \$26 per sqft = \$1,041,950 estimated value as if vacant

NOTE: As requested by the client, the contributory value of the existing ingress-egress easement is as follows: \$1,041,950 value of subject property as if vacant x 30% contributing value of easement access\*\* = \$312,585.00

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# Improved Property Analysis SALES COMPARISON APPROACH

## 15. ANALYSIS

Adjust to subject property using Plus (+) Subject Better, Minus (-) Subject Poorer, Equal (=) Subject Similar or Equal.

(A) Analysis of Comparability (Insert Comparable Sale's Numbers from Brochure or Attachments)

	Sale No	o. IC-1	Sale No	o. IC-2	Sale No	o. IC-3
Proximity	+/-1.9 m	niles SW	+/-1.8 r	niles N	+/-3.1	miles S
Cash Equivalent						
Sale Price	\$1,86	\$1,862,745 \$2,355,083		\$2,575,000		
Date of Sale Time Adjustment	07/12/2023	+3.75%	09/05/2023	+3.25%	12/27/2023	+2.5%
Current Cash Equivalent Sale Price	\$1,932,600 (rounded)		\$2,431,600 (rounded)		\$2,639,400 (rounded)	

ELEMENTS	Subject	DESCRIPTIONS	+/- Adj.	DESCRIPTION	+/- Adj.	DESCRIPTIONS	+/- Adj.
Location	SE Broad St	New Salem Hwy	+	Memorial Blvd	0	S Church St	0
Construction	Frame/Block &Stucco	Frame/Stucco	0	Frame/Stucco	0	Frame/Brick	0
Quality	Average	Average		Average		Average	
Age: Actual/Effective	20/10	3/3	-	29/10	0	16/10	0
Condition	Average 3,612 sqft	Average		Average		Average 2,469 sqft	
Finished 1st Floor Living 2nd Floor Area: 3rd Floor	3,612 Sq1t	1,798 sqft		2,253 sqft		2,469 Sq1t	
Basement Finished Area: Unfinished	0	0		0		0	
Total building Area	3,612 sqft	1,798 sqft	+	2,253 sqft	+	2,469 sqft	+
No. Restrooms	2 customer restrooms	2 customer restrooms		2 customer restrooms		2 customer restrooms	
Store Area: Garage/WHse/Stg:	100% N/A	Similar		Similar		Similar	
Heating/Cooling	Central	Similar		Similar		Similar	
Functional Utility	Average	Average		Average		Average	
Porches, Etc.	Walk	Similar	0	Similar	0	Similar	0
Other Improvements	Signs,Drive-thru station, Paving	Similar	0	Similar	0	Similar	0
Per sqft annual rent	Not disclosed	\$69.52		\$65.02		\$76.55	
Lot/Site Value	\$1,041,950	\$1,084,000		\$786,000		\$1,232,900	
LOT Size and Adjustment	40,075 SqFt	57,055 sqft	-	30,243 sqft	+	47,421 sqft	-
ADJUSTMENTS		<b>□</b> + □-	Inferior	<b>□</b> + □ -	Inferior	<b>⋈+</b> □-	Slightly Inferior
Indicated Value Range		\$2,204,	300	\$2,869	,000	\$2,677,	.000
Indicated Value of Subject Property\$2,700,000							

Project	Town Creek PH 1	County: Rutherford Tract No. 106 SE Broad St
		Name of Appraiser: Robbi L. Kitchen, CG-2489

# Comments: Analysis SALES COMPARISON APPROACH

### **COMMENTS**

As previously stated, the subject property consists of improved, commercial property consisting of a fast-food restaurant located in a commercial, mostly built-up section of Murfreesboro. The property has appears adequately maintained. Because of the built-up nature of the immediate area, obtaining similar and recent improved property information was difficult. The most similar and recent improved sales are included to determine an estimated value As Improved.

The appraiser reviewed and analyzed sales data in the immediate and any competing areas to find those sales which sold recently and were found to have the most similar comparability to the subject. The most similar and recent restaurant sales are described on the prior grid page with detailed descriptions in the addenda.

The comparable sales are located in competing areas of Murfreesboro. All comparables sold within the recent past; however, based on paired sales analysis, they are adjusted for market conditions (time) based on a 0.25% per month increase.

## **Adjustments:**

<u>Weighting (Analyzing) Adjustments</u>: All adjustments to the comparables are not weighted equally. The comparable property is weighted as a whole and not just on the amount of each adjustment required.

Location: Sale IR-1 is adjusted for inferior location off of the main thoroughfare in SW Murfreesboro.

Age: IC-1 is adjusted as needed for differing effective age based on a 1.5% per year depreciation adjustment (based on a 65 yr typical economic life).

Size (total area): The comparables are adjusted for differing sizes. Smaller buildings tend to sell at higher per sqft values than larger buildings.

Lot Size and Adjustment: The three comparables are adjusted for differing lot value based on lot sales data in the area. Adjustments are based on lot sales in the area.

**Reconciliation:** No recent sales of exactly similar properties were found in the area.

Each comparable has a characteristic or characteristics bracketing most characteristics of the subject. The comparables are considered the best available for analysis of the subject property.

Based on review of the comparables and considering the adjustments for each, the comparables indicate a value range of \$2,204,300 to \$2,869,000. Comp IC-3 is weighted most heavily as it requires the least net adjustment. After careful consideration of all factors, the estimated value of the subject property based on the sales comparison approach is \$2,700,000.00.

Total Estimated AS Improved Value from Sales Comparison Approach: \$2,700,000.00

Project	Town Creek PH 1	County:	Rutherford	Tract No.	106 SE Broad St
		Name of Appraiser: Ro	obbi L. Kitchen.	CG-2489	

## **INCOME APPROACH**

### 16. INCOME APPROACH TO VALUE

### **Definition of Income Approach**

A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in tow ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

Source: Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition

The subject property consists of a commercial fast-food restaurant building on a commercial lot. The lot size for the subject property appears in proportion to the improvements as compared with other similarly utilized properties in the area.

The entire building is occupied by McDonald's Restaurant. Rental/Lease data was not provided.

Based on a review of rental data in the area, somewhat similar properties rent for between \$35 and \$76.55 per sqft annually (Some were modified gross rents with NNN most common). Cap Rates are ranging from 2.5-7.5% depending on the lease length, tenant type/ rating, building finish, building updates, parking available, location, amenities, and condition of the property.

Sale/Rental #	Property Type	Building Sqft	Annual PGI	Lease	Сар
				Туре	Rate
R1 (IC-1)	Fast Food Restaurant	1,798 sqft	\$69.52 psf annual	NNN	5.1%
R2 (IC-2)	Fast Food Restaurant	2,253 sqft	\$65.02 psf annual	NNN	4.7%
R3 (IC-3)	Restaurant	2,469 sqft	\$76.55 psf annual	NNN	5.9%
R4	Fast Food Restaurant	2,831 sqft	\$54.50 psf annual	NNN	2.7%
R5	Restaurant	8,700 sqft	\$38.93 psf annual	NNN	4.6%

Rental Comps 1 -3 (see sales IC-1, IC-2 and IC-3), which are similar fast-food restaurants with drive-thru services, are considered somewhat similar to the subject. Rental Comp 4 is a newer construction fast food restaurant and is considered very similar to the subject (slightly dated sale of this property not included in sales comparison grid, but considered similar to subject) and Rental Comp 5 is a newer construction dine-in restaurant, which is less similar to the subject. The low Cap Rates of the comps noted above are reflective of the new or very well-maintained/updated restaurants with long-term leases (many years remaining).

The comparables are weighted based on location, amenities, size, and age to determine an appropriate rental rate for the subject property.

The actual subject rental is not available. However, it appears that a market rental of \$55 per sqft (NNN) for the subject property is reasonable.

Project	Town Creek PH 1	County: RUTHERFORD	Tract No.	106 SE Broad St
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Based on a review of the rental data, the appraiser estimates that the appropriate market rent for the subject is \$65 per sqft annually (utilities not included). Based on this information, the appraiser estimates the following:

3,612 sqft. Leasable area subject property @ \$55 per sqft market rent = \$198,700 PGI rounded Less Market Derived Vacancy and Collection Loss (\$0 long term lease)=  $\frac{$0 \text{ V&C}}{$198,700}$  Effective Gross Income (EGI): \$198,700 Less Estimated Stabilized Operating Expenses (25%\*\*):  $\frac{$49,700}{$149,000}$ 

Based on a review of the comparable sales data in the area and considering the age of the subject, a reasonable cap rate for similar properties is between 2.7% and 7.5%. The appraiser estimates that a reasonable cap rate for the subject property is 5.0%.

Based on the Net Operating Income and the Cap Rate, the estimated value of the subject property per the Income Approach is \$2,980,000.

INDICATED VALUE OF ENTIRE TRACT FROM INCOME APPROACH: (before acquisition) \$2,980,000.00

Project Town Creek PH 1 County: RUTHERFORD Tract No. 106 SE Broad St

Name of Appraiser: Robbi L Kitchen, CG-2489

<sup>\*\*</sup>Stabilized operating expenses include estimated expense for Taxes, Insurance, Management, Maintenance, Legal/Accounting, Reserves, and Miscellaneous Expenses. Based on a review of market rentals in the area, SOE ranges from 20-35% for similar properties.

<b>I</b> TEM <b>17</b>	EXPLANATION AND	OR BREAK	DOWN OF LAND V	'ALUES				
Land: _(	COMMERCIAL	_ Area: _	40,075		S.FAcre(s) S.FAcre(s)	<u></u>	= \$1,041,950	
	TOTAL AREA:		40,075	\	☑S.F.	TOTAL VALUE	\$1,041,950	
REMARKS		A	ali sata					
See prior	pages for as if vacant lo	t value an	aiysis.					
Item 1	8. Approaches to V	ALUE CONSI	DERED:					
(A) Indic	ated Value of Property f	rom <b>SALE</b> S	S COMPARISON	I APPROAC	CH	•••••	\$2,700,000	
	ated Value of Property f						Not applied	
(C) Indic	ated Value of Property f	rom <b>INCO</b>	ME APPROACH	••••••	•••••		\$2,980,000	
most reli	IATION: s comparison approach i able and is weighted mo	re heavily	in the appraisa	l. This app	roach is describ	ed on the prior pages		
very app	me approach to value prolicable, but is weighted ion concerning the subjection	slightly le	ss than the sal	es compar	ison approach	due to very limited d		
	s comparison and incomect property.	e approac	hes are weight	ed based c	on their reliabilit	ry to provide an estin	nate of value of	
Item 1	Item 19. FAIR MARKET VALUE OF SUBJECT PROPERTY: \$2,800,000							
(A)	Total Amount Due If	Entire Trac	t 🗵 Part Affec	cted Acquir	red		\$92,520.00	
(B) A	Amount Attributable To:	Lā	and \$1,04	41,950	Improvemen	ts: \$1,758,050	-	
	: nate is in terms of cash. r is competent to compl			perty includ	ded in the estim	ate of value. The		
Project	Town Creek	PH 1		County: F	Rutherford	Tract No. 106 SE Br	oad St	
			Name of Ann	raiser: Ro	obbi L. Kitchen.	CG-2489		

## **PARTIAL ACQUISITION**

20. <u>Val</u> ı	20. Value of Entire Tract (Amount in Item 14 carried forward)								
Amount	Due Owner If Only Part A	cquired (Detail Breakdown	n)						
A.	A. Land Acquired (Fee) 0 Sq. Ft. or AC @ =								
71.	Perm.Drainage/Trail Esmi		. Ft. orAC @	\$23.40		\$11	,349.00		
	Utility Easement (B)		. Ft. or AC @	\$7.80			,308.20		
	Utility Easement (C)		. Ft. or AC @	\$7.80			,059.60		
	Utility Easement (D)		. Ft. or AC @	\$7.80	=	\$5,7	'25.20		
	Temporary Constr Esmt (J) 5,902 Sq. Ft. or AC @ \$0.86 \$5,075.72						)75.72		
В.	Improvements Acquired (Identify) None								
C.	Value of Part Acquired I a	nd Improvements (Subtot	al)			\$70	,517.72		
D.	Total Damages (See Expla	nation, Breakdown & Sup	pport on Sheet 2	A-9)		\$33	4,585.00		
E.	Sum of A, B and D				······································	\$40	5,102.72		
F.	Benefits: (Explain and dec	duct from D. Amount must	not exceed incid	dental damages	)	\$31	2,585.00		
	•				•		,517.72 or say		
G.	TOTAL AMOUNT DUE OW	NER, if only part is Acquire	ed			\$92	,520.00		
21. <u>Val</u> ı	u <b>e of Remainder</b> (See 2A-9	For Documentation of Re	mainder Value)						
A. Land	l Remainder		Before	After			Remainder		
			Value	Value	Damag	es	Value		
Remain	der 40,075	Sq. Ft. or AC @	\$26.00	\$26.00	0		\$1,041,950		
		Sq. Ft. or AC @	]						
	Remainder Value of Land					\$1,	041,950.00		
	Less Amount Paid for Ease	ments in Item 20A (Above	2)			\$70	,517.72		
	Less Cost-To-Cure (Line 20	D)				\$0			
	T. 15					40-	4 400 00		
	Total Remainder Value of	Land	•••••	••••••		\$97	1,432.28		
B. Impr	ovements Remaining	Before			F	lema	ining		
		Value	Dama	iges		Val	ue		
1	ement Nos 1-8	\$1,758,050	\$22,0	000	\$1,736,050.00				
Improve	ement No.								
	Remainder Value of Impro	vements				\$1,	736,050.00		
	Less Fencing Acquired								
Total Remainder Value of Land and Improvements						\$2,	707,482.28		
Project	Town Creek PH 1	County:	Rutherford	Tract N	o. <u>106 SI</u>	Bro	ad St		
		Name -	of Approises.	obbil Vitalian	CC 2400				
		Name (	oranser: Ri	obbi L. Kitchen,	CG-2489				

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### 22. SUMMARY OF REMAINDER

APPRAISER'S DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS:

A full narrative description of the remainder(s) must be given on all partial acquisitions. The after value estimates, both land and improvements, shall be documented and supported by one or more of the applicable approaches to value.

### 23. HIGHEST AND BEST USE AFTER ACQUISITION

The highest and best use as if vacant and as improved after the acquisition remains the same as in the before situation.

#### 24. DESCRIBE REMAINDER(S)

#### **Remainder Site:**

Size: According to the Exhibits provided, there is no fee acquisition from the subject property. The property will remain the same size as before the project.

Shape: The shape of the remainder will not change.

*Drainage:* The appraiser assumes that the drainage proposed will be adequate and will not adversely affect the remainder of the property.

Utilities: All public utilities which were available to the property in the before situation will be available in the after situation.

Accessibility: As previously stated, the subject property had ingress and egress from existing drives leading from SE Broad Street. The eastern drive along SE Broad Street is not affected by the project. The western drive along SE Broad is within a proposed utility easement area. As discussed, the City has informed the appraiser that the front drive access (west drive) affected by the easement will not be blocked by project work during open business hours because any work within the easement area affecting this driveway area will be completed while the business is closed.

The appraiser is instructed that access around the building, to the unaffected parking areas, to the drive-thru area, and to the dumpster area will not be encumbered by the project.

The property also had access via an existing ingress-egress (access) easement leading across a City owned parcel (tax map 102F-C-024.01) from S Church St. As discussed prior, the project will remove the existing ingress-egress easement across an adjoining property (owned by the City: Tax Map 102C-F-024.01) while providing a replacement the ingress/egress easement in a new location (owned by the City: Tax Map 102C-F-024.00). The accessibility remains similar to the before situation. See further discussion under "Damages/Benefits".

Frontage: The frontage of the subject property along SE Broad Street is not changed by the project.

Topography: The topography will remain the same as in the before situation.

## **Easements:**

As previously discussed and according to the Exhibits, the project will acquire multiple easements as described below. And, as stated, the project will remove an existing ingress/egress easement across an adjoining property (owned by the City: Tax Map 102C-F-024.01) while providing a replacement the ingress/egress easement in a new location (owned by the City: Tax Map 102C-F-024.00). The easements labeled "A" through "I" generally will not adversely affect the subject property as they are typical for similar properties (See the plats for the comparable sales data in the addenda, which indicate these sales have similar easement areas). However, the easements along the west and south property lines, including Easement J, the temporary construction easement, will temporarily encumber use of several parking spaces (18 total). The encumbrance of these spaces is further discussed on the following pages.

Most of the easement acquisitions on the subject property are currently "in use" from prior unrecorded agreements between the City and prior property ownership (agreements prior to current ownership) which may or may not affect existing improvements, but will complete proper recording procedures for these "in use" easements. However, the proposed easements along the west and south property lines and the temporary construction easement, will potentially affect improvements (any affected improvements will be replaced or repaired in like kind) but these easements will also temporarily affect use of existing parking as discussed on the following pages. Also, with this project, there will be removal or abandonment of existing recorded easements which are no longer needed by the City (these may affect some improvements as described). All of these are listed below (labeled as A, B, C, etc. by the appraiser for descriptive purposes in appraisal):

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Description of proposed new easement acquisitions on subject property (will affect existing improvements; however, improvements replaced in like-kind, so they are not considered as part acquired):

- (A) Permanent drainage & trail easement: 485 sqft (SW corner of property)
- (J) Temporary Construction Easement: 11,466 sqft or 0.26 acres (along west and south property lines) 120 day period

Description of proposed (in use) easement acquisitions on subject property (may affect existing improvements, which will be replaced in like kind):

- (B) Sanitary sewer & water line easement: 2,219 sqft (along west property line)
- (C) Sanitary sewer easement: 3,982 sqft (along south property line)
- (D) Water line easement: 734 sqft (along north property line)

## Description of abandonment of existing easements:

- (E) Public utility easement: 0.05 acre or 2,178 sqft (removal of creek diversion under parking lot: will not affect improvements)
- (F) Public utility easement: 4,000 sqft (middle of property and under building: will not affect improvements)

Existing ingress/egress and sign easement to be abandoned (Tax Map 102C-F-024.01):

(G) 0.07 acres or 3,049 sqft (sign to be relocated – See "I" below)

Proposed new ingress/egress or access easement and sign relocation easement (Tax Map 102C-F-024.00):

- (H) Permanent access easement: 0.16 acre or 6,970 sqft (drive access paving by contractor for City)
- (I) Signage easement: 225 sqft (sign relocation by contractor for City)

The easements "A" through "J" are identified on the reduced copies of the Project Exhibits included later in the Addenda.

### **EASEMENT PAYMENT CALCULATIONS:**

The easement payments are a percentage of the estimated fee simple value of the property. The calculation of easement payments are calculated as follows:

Easement A: Permanent Drainage & Trail Easement: \$26 per sqft fee value x 90% easement payment = \$23.40 per sqft payment Easements B, C, and D: Utility Esmts (Sewer & Water Line): \$26 per sqft fee value x 30% esmt payment = \$7.80 per sqft payment Easements E and F: Abandonment of Easements: No payment applicable.

Easements G, H, I: Removal of ingress-egress (access) and sign easement and dedication of new ingress-egress (access) and sign easements= No payment applicable. See further discussion under "Damages/Benefits".

Easement J: Temporary Construction Easement: \$26 per sqft fee value x 120 days or 0.33 annual use x 10% payment = \$0.86 per sqft payment

## **Remainder Improvements:**

Improvements: According to the Client, any existing improvements which are located within the easement areas and affected will be replaced in legally conforming kind (aka-like kind), therefore, the appraisal does not include improvements in the easement areas. However, the Remainder Improvements on the subject property are affected temporarily by the encumbrance of a portion of the parking area which is affected by the easements along the west and south property lines and the Temporary Construction Easement (Easement J). The Client (City of Murfreesboro) has informed the appraiser that the contractor for the project is required to complete all work within 120 consecutive days of date of begin. The parking will only be affected during this 120 day period. See further discussion below:

## Damages/ Benefits:

## Affected Parking:

According to the City of Murfreesboro zoning ordinance, parking requirements are 1 space/ 100 sqft for carry-out restaurants. The subject property current ratio is 1 space/ 95 sqft. During use of the Temporary Construction Easement (TCE), the subject property (considered a "carry-out" restaurant as defined by the ordinance) will not be in compliance with Murfreesboro Zoning Ordinance regarding parking as based on the building size (3,612 sqft) compared with the remaining useable parking spaces. During use of the TCED, there will be 1 space / 180.6 sqft (calculation: 20 spaces available for use / 3,612 sqft building).

As stated, because of the temporary loss of parking, the subject remainder will be temporarily adversely affected by the project. Upon completion of use of the Temporary Construction Easement (when all parking use is restored), the property remainder will not suffer further damage due to the project.

Because the value of the subject property is directly related to the income approach, it is reasonable to assume that the loss of spaces will potentially equal a loss in potential rental income for the subject. As discussed, 18 spaces will have loss of use during construction and the property parking will be out of zoning compliance. The damage to the property is attributable to loss of use of the spaces unavailable during use of the TCE. See the calculation of the damages estimated due to the temporary loss of parking on the following page:

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Damage due to temporary loss of parking: Created by proposed easements:

Damage to Remainder Improvement 1 due to temporary loss of parking due to Temporary Construction Easement:

1 space / 180.6 sqft available during construction and 1 space / 100 sqft required by ordinance

Demonstrated as 1 space/100 sqft compliance x 20 spaces remaining available = 2,000 sqft building area in compliance deducted from 3,612 sqft actual building area or 1,612 sqft out of compliance x \$55 per sqft annual market rent (see Item 16-Income Approach) = \$88,660 PGI attributable to loss of parking use - \$0 V&C - \$22,165 OE (25% of \$88,660 PGI = estimated total OE) = \$66,495 NOI attributable to lost spaces for year 1 Annual. Considering the 120-day or 0.33 year use of the TCE, the damage amoun t is calculated as follows:

Year 1: \$66,495 annual / 120 day or 0.33 annual actual use = \$21,943.35 damage or SAY \$22,000.00 damage applicable due to temporary loss of parking

Changes to Ingress/Egress Easement Access:

As discussed, the value of the existing ingress/easement from S Church St is \$312,585.00 (see item 14 of the report). Removal of this easement will result in a damage loss; however, the provision of a new ingress/egress and sign easement will off-set this damage (or create a special benefit). See these calculations below:

Damage due to loss of ingress/egress easement: Created by Easement "G":

As stated, the estimated contributing value of the existing ingress-egress easement to the entire subject property which crosses Tax Map 102C-F-024.01 (shown as Easement G in the appraisal) is \$312,585.00.

\$312,585.00 damage due to the removal of ingress/egress easement

Calculation of Total Damages Due to Project:

\$22,000 temporary loss of parking + \$312,585 removal of I/E easement = \$334,585.00 Total Damages

Benefit of new Ingress/egress easement: Created by Easements "H" & "I":

Because the City is providing an alternate ingress-egress or access and sign easement (shown as Easements H and I in the appraisal) to replace the removal of the existing ingress-egress easement (Easement G), the damage caused by Easement G is off-set by the benefit of the new access/sign easement or +\$312,585.00. The new access easement intersection with S Church Street is +/-150' south of the existing easement and appears to provide similar and comparable access and signage as the prior easement. \$312,585.00 benefit due to new ingress/egress easement and sign easement

### Damage/Benefit Offset for Easements G, H, and I:

Damage due to ingress/egress easement removal: \$312,585 less benefit of added new ingress/egress easement: \$312,585 = \$0 due for compensable for change in location of Ingress/Egress Easement leading to/from S Church Street.

In other words, after the calculation of benefits, in the judgment of the appraiser, there are no compensable or payable damages to the property due to the change in the location of the ingress/egress easement and sign easement leading from S Church St.

There are damages related to the temporary loss of parking due to the Temporary Construction Easement (ie- \$334,585 total damages\* LESS \$312,585\* due to benefit of new ingress/egress easement = \$22,000 Net total payable damages).

After consideration of all factors regarding the project, the appraiser finds no other compensable damages or other benefits to the subject property.

25.	AMOUNT OF DAMAGE	\$334,585 *	=	\$22,000 compensable
25A.	AMOUNT OF BENEFITS	\$312,585 *	=	\$0 compensable

Project:	Town Creek PH 1	County:	Rutherford	Tract No.	106 SE Church St
		Name o	of Appraiser:	Robbi L. Kitchen, CG-2489	9

## (photos taken by R Kitchen 03/06/2024)



Existing Access & Sign Easement from S Church Street (Easement G)



parking lot and view of Abandonment

Easement area (Easement E) and view of TCE

area (Easement J)



Side View Structure 1 and view of abandonment easement (Easement F)



Rear View and south end of Easement C



Proposed new Access Easement (Easement H)
looking south from McDonald's parking lot



Existing access/sign easement looking West at S Church St (Easement G) also view of Easement A at SW Corner of property

Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

## (photos taken by R Kitchen 03/06/2024)



Easement C area



existing parking and drive through area looking north at SE Broad Street and view of TCE area affected parking (Esmt J)



Drive Thru area



Storage and Dumpster Enclosure at SE Corner



Rear/Side Structure 1 and view of Abandonment Easement Area (Easement F)



area in front of Structure 1 along SE Broad St and view of Easement D area

Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

## (photos taken by R Kitchen 03/06/2024)



Entrance at SE Broad Street and view of Easement B area and view of TCE area near NW corner



Easement B area along west property line and view of Easement J (TCE affecting parking in this area)



side view



side view



parking area and view of Easement B and view of TCE area (Easement J)



entrance to New Access Easement from S Church St (Easement H) and view of New Sign Easement area (Easement I)

Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

## (photos taken by R Kitchen 03/06/2024)





distance view looking north from New Access Easement entrance (easement H) at old abandoned Access Easement (easement G)

new access easement area (Easement H)





be relocated to new sign easement area

sign at abandoned access easement area - to Front view of property along SE Broad St and easternmost driveway along SE Broad St





Front View

View of NW corner of property and westernmost driveway along SE Broad St

Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St Project

## (photos taken by R Kitchen 10/21/2024)





Easement J: TCE area looking N

existing drive thru area







view from S Church Street looking E

Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

## 28. CERTIFICATE OF APPRAISER

I hereby certify that to the best of my knowledge and belief:

- 1. I have personally inspected the property herein appraised and that I have also made a personal from roadway inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- 2. The statements of fact contained in this report are true and correct.
- 3. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- 4. I understand that such appraisal is to be used in connection with the acquisition of property for use by The City of Murfreesboro.
- 5. That such appraisal has been made in conformity with the appropriate state laws, regulations and policies and procedures applicable to appraisal right-of-way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of said state.
- 6. That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
- 7. That neither my employment nor my compensation is contingent upon the development or reporting of a predetermined value or direction value or direction that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. I have no present or prospective interest in the property that is the subject of this report, and no personal interest or bias with respect to the parties involved.
- 9. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. I certify that I HAVE made a prior appraisal inspection, appraisal, or performed any other service as an appraiser or any services in any other capacity with regard to the subject property within the 3 years prior to the acceptance date of this report. PRIOR SERVICE: March 2024 for current client.
- 10. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 11. I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Client and I will not do so until so authorized by said officials, or until I am released from this obligation by having publicly testified as to such findings.
- 12. No one provided significant professional appraisal assistance to the person signing the report.

Project	Town Creek PH 1	County: Rutherford Tract No. 106 SE Broad St			
	Name of Appraiser: Robbi L. Kitchen, CG-2489				

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- 13. That my analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Act.
- 14. That the Owner, McDonalds Corporation, was contacted by the appraiser (by email and phone) as instructed and was given opportunity to accompany the appraiser during her inspection and the owner and/or representative declined to meet the appraiser for the inspection\*\*. The appraisal inspection was completed of the exterior only. Interior finish was provided by tax records and prior general viewing of public interior spaces as a customer of the current tenant. \*\* See notes below regarding inspection scheduling and owner contact.

Date(s) of inspection of the subject property:
Date(s) of inspection of the comparable sales:

March 6, 2024; October 21, 2024

October 21, 2024

- 15. That the Exhibits provided by the Client were labeled appropriately for proper identification on this tract.
- 16. That Exhibits were furnished me and/or made available and have been used in the preparation of this appraisal.
- 17. That my opinion of the fair market value of the acquisition as if unaffected by hazardous substances as of October 21, 2024 is \$92,520 based upon my independent appraisal and the exercise of my professional judgment.

Robbid Kutchen

Appraiser' Signature Robbi L. Kitchen State of Tennessee Certified General Appraiser, TN CG-2489 November 25, 2024

Date of Report

## \*\* IMPORTANT INFORMATION REGARDING LEVEL OF INSPECTION BY APPRAISER:

The Owner's contact, Christina Everett of McDonalds USA Nashville Development Team, was contacted by the appraiser (by phone – left message and by multiple emails dated February 20, February 28, and March 7, 2024) as instructed and was given opportunity to accompany the appraiser during her inspection. The owner representative instructed the appraiser to not contact the franchise owner and did not respond to requests to meet the appraiser or schedule a formal inspection of the property. After conferring with the Client that the owner's representative was not responding to inspection scheduling requests, the appraisal inspection was completed of the exterior only. Interior finish was provided by tax records and prior general viewing of public interior spaces as a customer of the current franchise.

Project Town Creek PH 1 County: Rutherford Tract No. 106 SE Broad St

Name of Appraiser: Robbi L. Kitchen, CG-2489

### **SCOPE OF WORK**

The real estate involved in this Appraisal Report is the property shown as the Tax Map and Parcel Number as indicated. The property rights appraised are fee simple as described below.

The scope of work consisted of contacting the property owner/owners (if applicable), inspecting the property, inspecting comparable sales from the public roadway, researching, verifying, and analyzing information pertinent to the appraisal, applying appraisal methods and techniques applicable to the appraisal of the property, and arriving at an opinion of value. The sales information utilized is provided within the body of the appraisal report. The report cannot be properly understood without the information in the addenda and the sales information enclosed.

The appraiser is competent to complete the assignment.

### EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, OTHER COMMENTS

Extraordinary Assumptions: None

Hypothetical Conditions: In appraising the remainder in Item 22, Item 23 and Item 24, the appraiser assumes that the proposed project improvements exist as of the date of value.

The use of Extraordinary Assumptions and/or Hypothetical Conditions may have affected the outcome of this appraisal.

#### **DEFINITION OF MARKET VALUE**

All estimates of value prepared for agency acquisitions shall be based on "market value" —as defined and set forth in the *Tennessee Pattern Jury Instructions* 2<sup>nd</sup> Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

Note: Reasonable exposure time is not a component of the definition for the value opinion being developed. Source: Standards Rule 1-2(c) Comment and Advisory Opinion 35 effective with 2021 edition of USPAP.

### **PROPERTY RIGHTS APPRAISED**

Property rights appraised are those of Fee Simple Title, defined as: "absolute ownership unencumbered by any other interest or estate subject only to the four powers of government." *The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Ed.* 

The proposed acquisition consists of a fee acquisition for the use by the City of Murfreesboro. The extent of the property rights conveyed has been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easement or other restrictions as noted on the title report or during the physical inspection of the property and mentioned in this report.

## **ATTACHMENTS**

Sales information and/or other pertinent information which is part of the appraisal report and referenced in the text of this appraisal can be found:

In an addenda attached at the end of the report.

Project	Town Creek PH 1	County: Rutherford	Tract No. 106 SE Broad St	
		Name of Appraiser:	Robbi L. Kitchen, CG-2489	
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## STATEMENT OF LIMITING CONDITIONS

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- 2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- 4. The appraiser has noted in the appraisal report any adverse conditions (such as, presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- 5. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 6. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
- 7. The appraiser must provide his or her prior written consent before the Client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- 8. Environment: The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.
- 9. Minerals: The value estimate is based on the assumption that the property is not affected by the existence of mineral deposits—unless otherwise stated in this report. The appraiser is not an expert in the identification of such mineral deposits. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant mineral deposits which would affect the property's market value unless otherwise stated in this report. It is possible that tests and inspections made by a qualified expert would reveal the existence of mineral deposits on or around the property that would affect its value.

Project	Town Creek PH 1	County: Rutherford	Tract No.	106 SE Broad St
		Name of Appraiser: Robbi I Kit	chan CG-249	20

## **ADDENDA**

Subject Data and Area Maps
 Comparable Sale Data

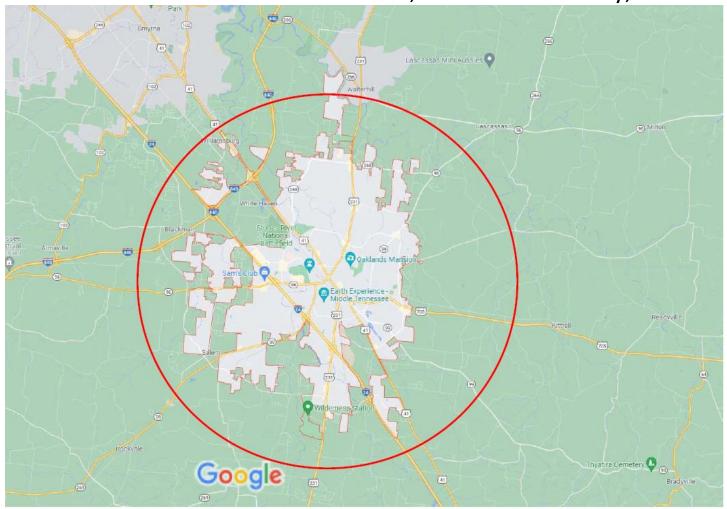
Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

Appraiser: Robbi L. Kitchen, CG-2489

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# SUBJECT DATA AND MAPS

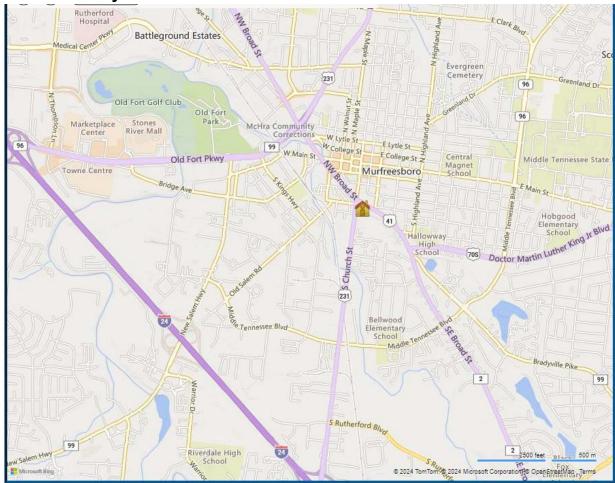
# General Market Area – Murfreesboro, Rutherford County, TN



Map data ©2021 Google 2 mi

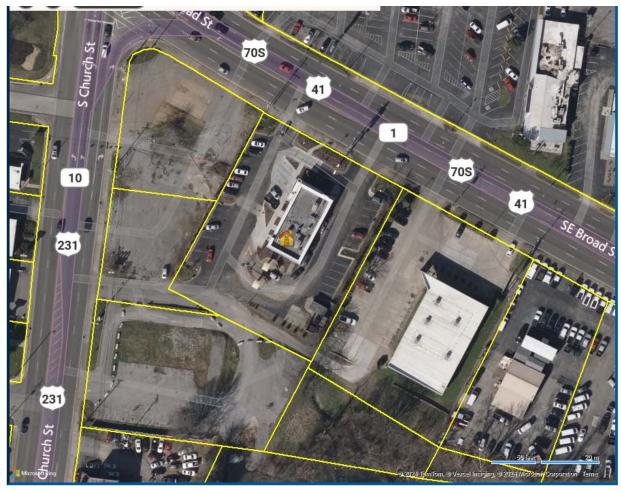
Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

Immediate Subject Area



Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

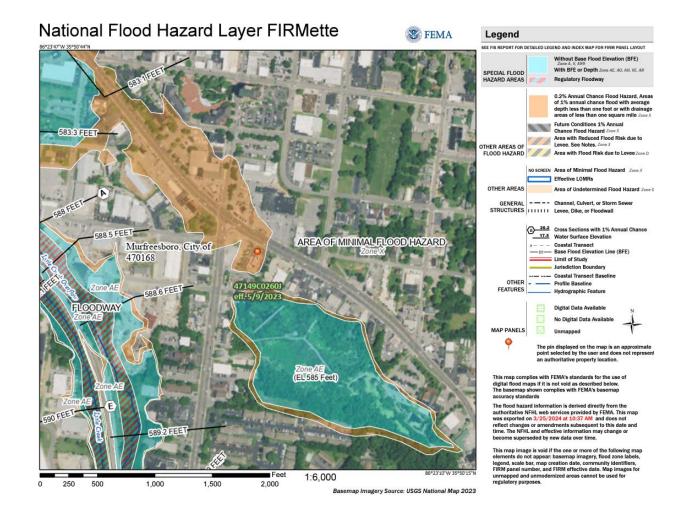
# Subject Tax Parcel



Man For Parcel Address: 106 Se Broad St Murfreeshorn, TN 37130-4229, Parcel ID: 1020 F 026 0

Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

# Copy of FEMA Flood Map Concerning Subject – Aerial View

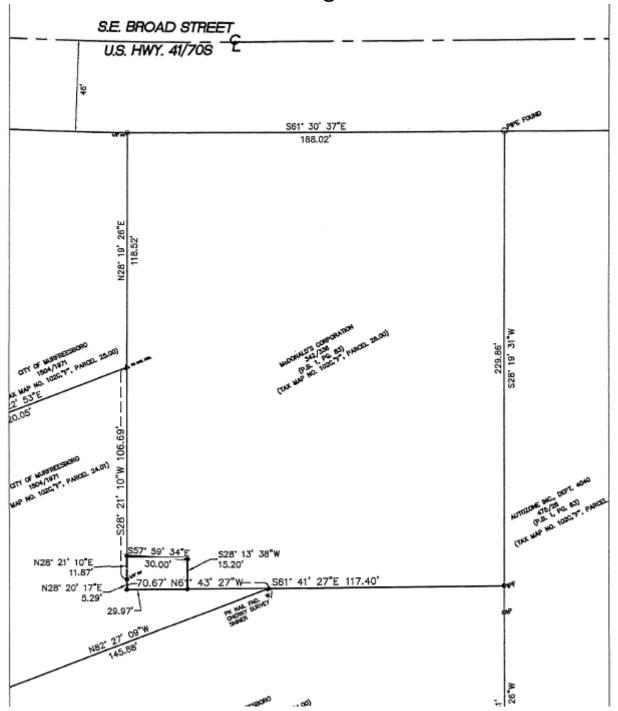


Subject property is +/-74% within the 0.2% flood area designation (0.2% chance of annual flood): "An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100- year flooding."

Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

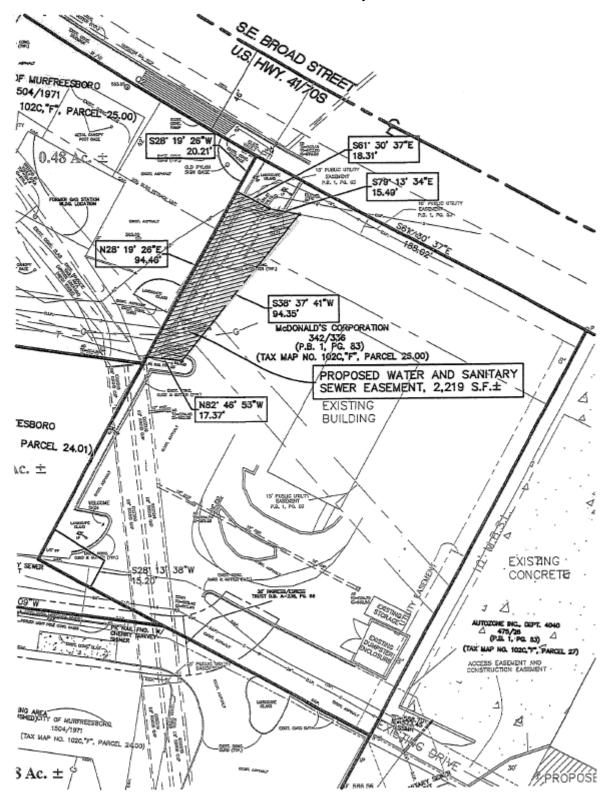
# **SUBJECT PROPERTY PROPOSED EASEMENT EXHIBITS:**

Easement A: Permanent Drainage & Trail Easement: 485 SqFt



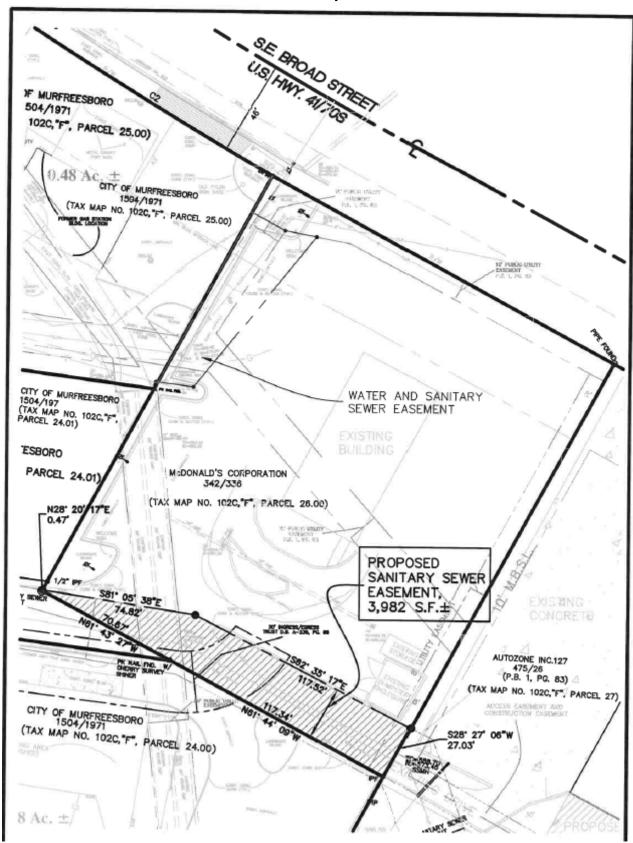
Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

# Easement B: Water & Sanitary Sewer Easement:



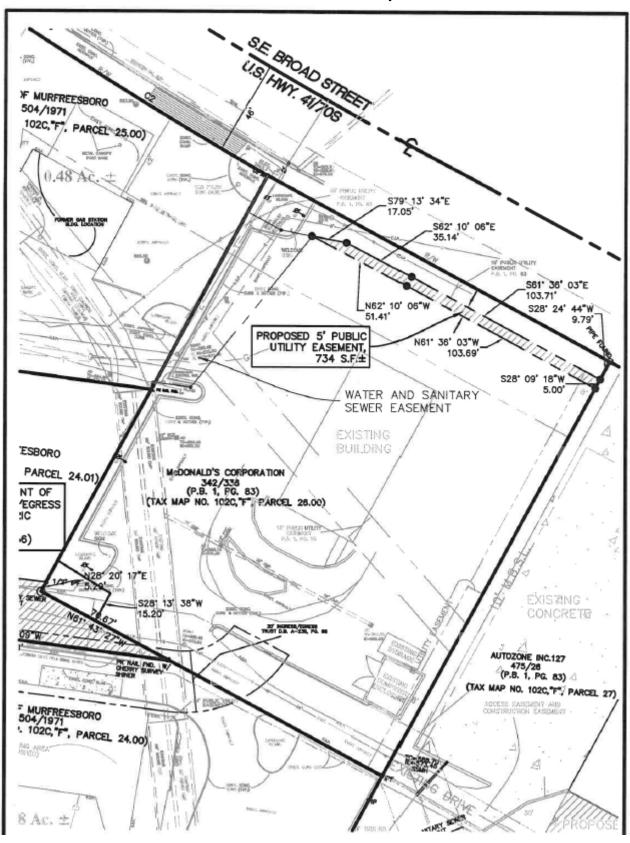
Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

# **Easement C: Sanitary Sewer Easement:**



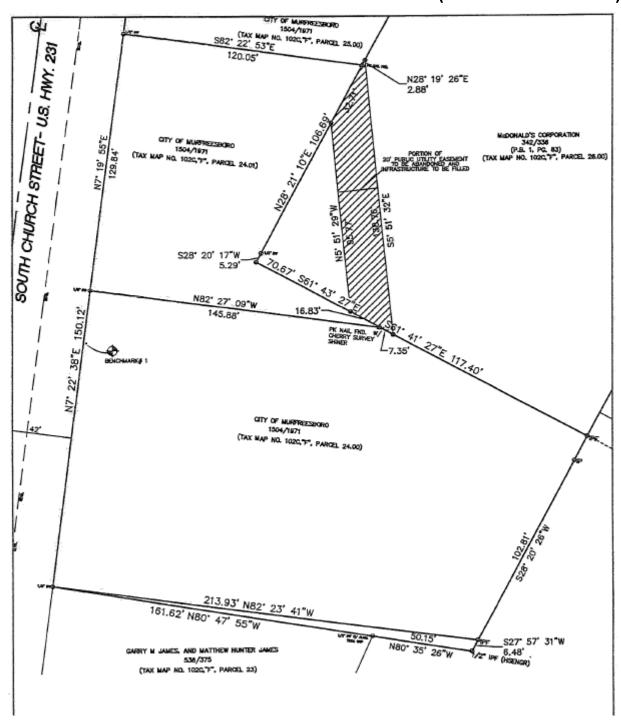
Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

# Easement D: Public Utility Easement:



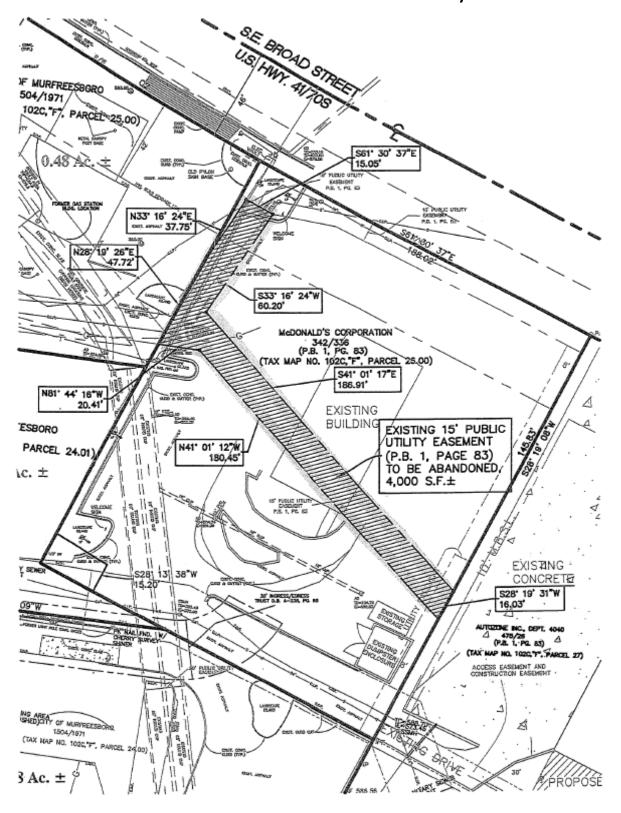
Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

# Easement E: Abandonment of Easement (Creek Diversion):



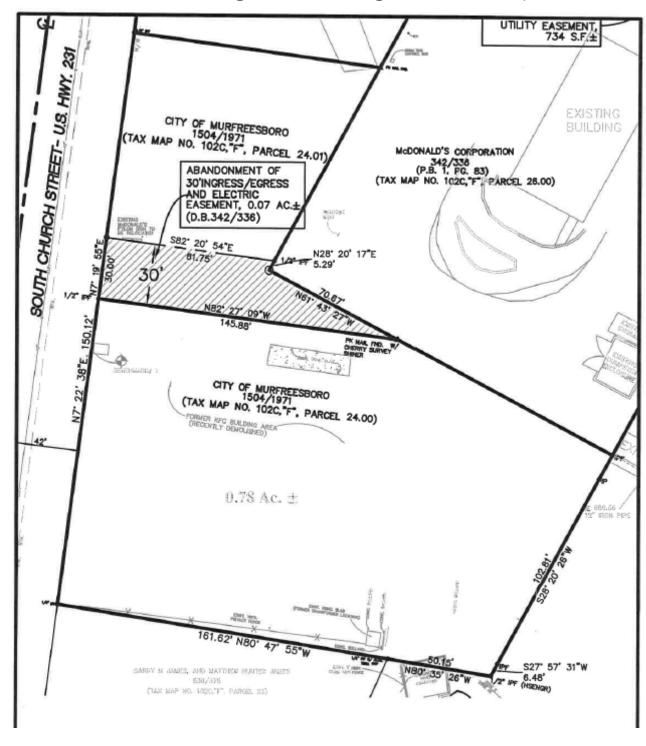
Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

# Easement F: Abandonment of 15' Utility Easement:



Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

Easement G: Abandonment of Existing Access & Sign Easement (Parcel 024.01)

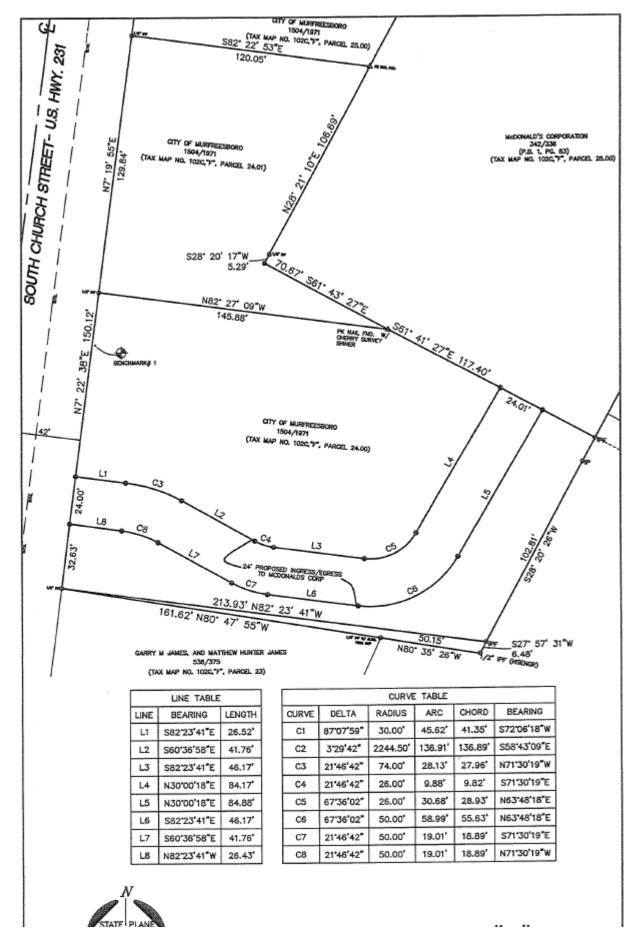


Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

Appraiser: Robbi L. Kitchen, CG-2489

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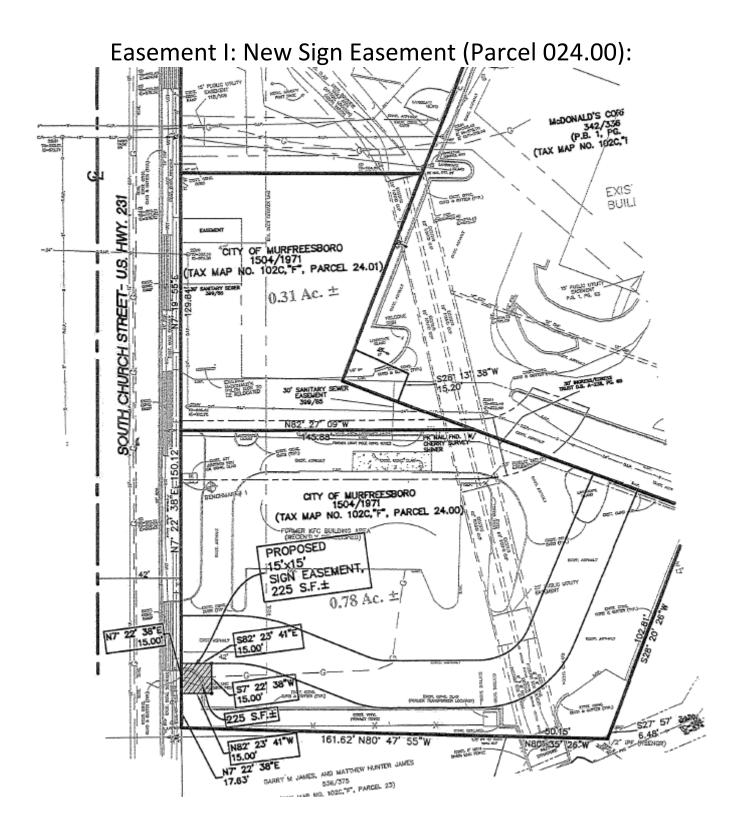
Easement H: New Ingress-Egress or Access Easement (Parcel 024.00):



Project	Town Creek PH 1	County:	Rutherford	Tract:	106 SE Broad St
Troject	TOWIT CICCRITITE	County.	Ratheriola	mact.	100 3L DI 000 3t

Appraiser: Robbi L. Kitchen, CG-2489

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Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

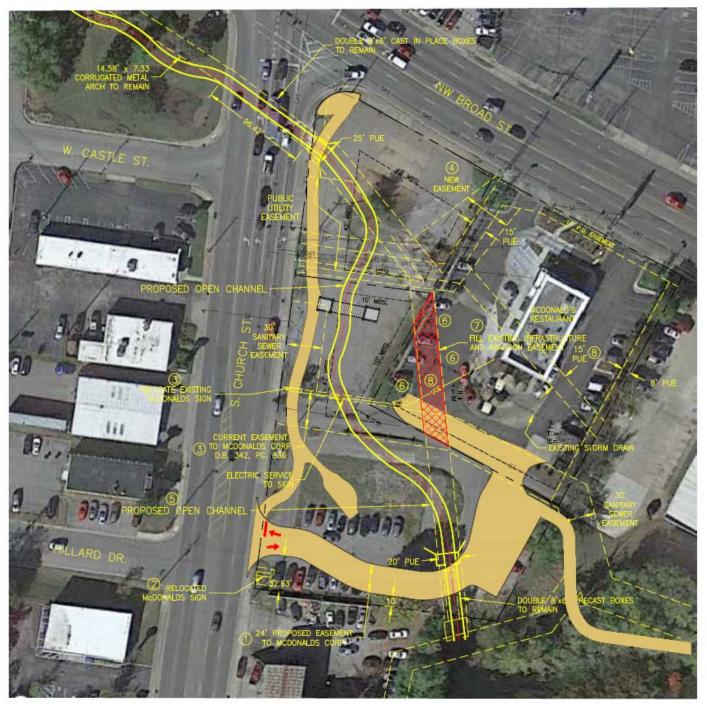
**Easement J: Temporary Construction Easement:** 



Temporary Construction Easement 5,902 sqft – 120 day period

Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

# Aerial Overview of Project (does not illustrate Easement J):



#### McDONALDS (MCD) PHASE I

- CONSTRUCT NEW ACCESS AND CREATE EASEMENT TO MCD.
- 2 RELOCATE MCD SIGN AND SIGN ELECTRIC SERVICE.
- 3 ABANDON EXISTING ACCESS EASEMENT AND ELECTRIC EASMENT
- 4 REPLACE EXISTING WATER LINE AND EXISTING SEWER EASEMENTS WITH NEW EASEMENT

TOWN CREEK CONSTRUCTION/McDONALDS (MCD) PHASE II

- ONSTRUCT TOWN CREEK CHANNEL. DIVERT WATER FROM CULVERTS TO NEW CHANNEL.
- (6) INSTALL CATCH BASINS AND NEW STORM SEWER PIPING IN MCD PARKING LOT. A STORMWATER TREATMENT DEVICE WILL BE INSTALLED AND MAINTAINED BY THE CITY.
- FILL EXISTING CULVERTS UNDER MCD PARKING LOT AND ABANDON EASEMENT.
- ABANDON 15' PUBLIC UTILITY EASEMENT (PUE) BENEATH
   MCD AND 20' PUE (CULVERT EASEMENT)



Project \_\_Town Creek PH 1 \_\_\_\_ County: \_\_Rutherford \_\_\_ Tract: \_\_106 SE Broad St

Appraiser: Robbi L. Kitchen, CG-2489

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Project Town Creek PH 1 County: Rutherford Tract: 106 SE Broad St

Appraiser: Robbi L. Kitchen, CG-2489

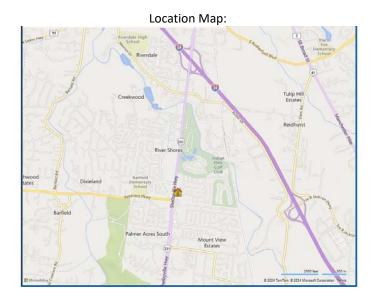
Page \_\_\_48\_\_\_ of \_\_64\_\_

### VACANT LAND MARKET DATA (Sales & Rentals)

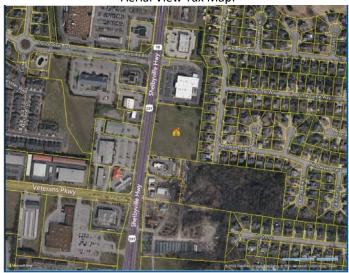
Address or General Locatio	n: 2961 S Chu Rutherford	rch St, Murfreesb County	ooro, TN			
Directions to Property:	At I-24, exit	: 81, take S Church	h Street south. Pr	operty is on th	ne left just past the	e Goodwill Store
· · · —	k Rate	Deed Book  ied Consideration  N/S d for commercial	: \$4,200,000 Terms:	rantee: Yana How Veri \$12,000,000	; First National Ba	Partners
TVIOLIVACION CONTAILLON OF 3a	iic i di ciidac		al Characteristics	11 3 Length Sar		
Land Area Shape: Topography On-Site Improvements: Encumbrances: (Easemen	166,483 sqft/ 3.8 Rectangular Generally Level None of value hts, etc.) Easem	322 ac	Dimensions: Site/View: Access:	FrontageCommercia Paved publion south propert	I	Depth 391' to parcel 12.03
Off Site Improvements:	☑Paved Street	Gravel Road	⊠Sidewalk	Curb	⊠Gutters	
Utilities Available:	⊠Water	⊠Electric	⊠Telephone	⊠Gas	⊠Sewers	Septic System
Zoning: CH Highway C  COMMENTS: Prior Sales History: 06/2	Commercial 28/2000; \$350,000	). No prior sales o	_	d Best Use: _	Commercial Deve	lopment
Verified Sale Price	ty Rights Conveyeing Terms ions of Sale	d	\$ \$ \$	= = = =	\$-0- \$-0- \$-0-	\$4,200,000 - - \$4,200,000
Unit Value of Land: \$2	5.23 S.F	. <u>\$</u>	F.F	\$1,098,901	_ Acre _ \$4,20	00,000 Lot
Project <u>To</u> v	wn Creek PH 1		County:	Rutherford	Sale/Rental N	No. <u>VC-1</u>
-, <u>-101</u>			Appraiser:		Kitchen, CG 2489	

Date:

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Aerial View Tax Map:



Map For Parcel Address: 2961 S Church St Murfreesboro, TN 37127, Parcel ID: 125 012.02



Project Town Creek PH 1 County: Rutherford Sale/Rental No. VC-1

Appraiser: Robbi L. Kitchen, CG 2489

Date: 10/2024

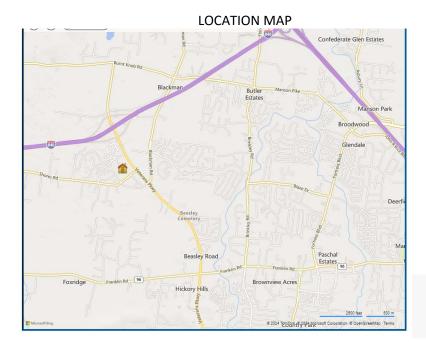
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# **VACANT LAND** MARKET DATA

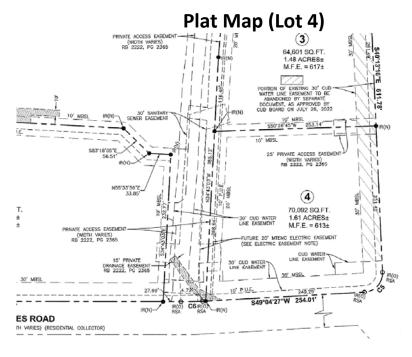
(Sales & Rentals)

Address or Gen	eral Location:	5205 Veterans Pa	rkway			
		Murfreesboro, TN	N			
Directions to Pr	operty: NW (	Corner of Shores Ro	d & Veterans Park	way (Location o	f new McDonald	l's restaurant)
Tax Map/Parce	No. <u>093-001.36</u> 3				y Rights Conveye	ed: <u>Fee Simple</u> Company
Date of Sale:	03/21/2023	Verified Considera	ation: \$1,800,00	00 How Verif		davit/Agent: Brian 615-850-2700
Financing: Ty	pe: Cash	Rate:	Terms:			
Motivation/Cor	ndition of sale Pur	rchased for comme	•	·	Transfer	
			sical Characteristic			
Land Area		<u> </u>		ont 278.13/25	54.01 Depth	268.64/253.14
Shape:			· —	mmercial	David	- 2
Topography	Generally	e of value at sale	Access: Pa	ved, public 5 la	ne; Paved, publi	c 3 lane
On-Site Improve	(Easements, etc.)		ge easements, setl	hacks		
Litedifibratices.	(Lasements, etc.)		ge easements, sett	Jacks		
	vements: Paved S			Curb	Gutters	
Utilities Availa	ble: XWater	Electric		⊠Gas	Sewers	Septic
Zoning: PUI	D – planned develop	ment	Highest and Be	est Use: C	Commercial	
COMMENTS: Prior Sales History Located in Publix	v: 07/08/2019; \$7,300,0	100 – 23.96 acres includ	ded; RB 1790/1691. No	o other prior sales	of this comp in 12 n	nonths.
** split from pa	rcel 093-001.06					
Verified Sale P	rice					\$1,800,000
(1) Adjustment	t for Property Rights	Conveyed	\$	<u> </u>	\$-0-	
• •	t for Financing Term		\$	=	\$-0-	
• •	t for Conditions of Sa		\$	<u> </u>	\$-0-	4
Cash Equivaler	nt Sale Price of Com	parable Sale			······	\$1,800,000
Unit Value of la	and: \$25.67	S.F. \$	F.F.	\$1,118,012	Acre \$1,800	0,000 Lot
Project	Town Creek P	H 1	County:	Rutherford	_ Sale/Rental No	o. <u>VC-2</u>
			Appraiser:	Robbi L. K	itchen, CG 2489	
			Date:	10/2024		

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Project Town Creek PH 1 County: Rutherford Sale/Rental No. VC-2

Appraiser: Robbi L. Kitchen, CG 2489

Date: 10/2024

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### VACANT LAND MARKET DATA (Sales & Rentals)

	_		_
Address	or Ger	neral I o	cation:

1632 Gateway Blvd

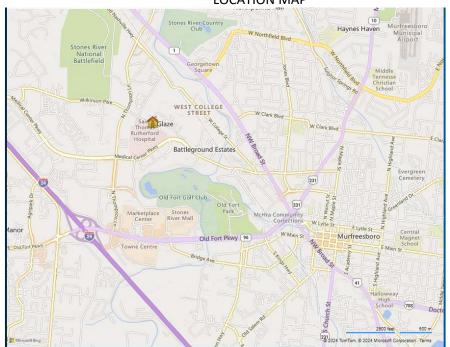
Address of General Location.	IVW	
Murfreesboro, T	<b>N</b> Blvd, 2 <sup>nd</sup> lot NW from intersection of Kennedy Dr (acros	
Directions to Property: hospital)	acio.	33 11 0111
Tax Map/Parcel No. 091A C 017.00 Deed Refer	ence 2422/1725 Property Rights Conveyed:	Fee Simple
Grantor: Mark Pirtle Gateway LLC	Grantee: Mental Health Cooperative II	
Date of Sale: 03/22/2024 Verified Conside		/Agent: 615-
Financing Type Cash Bata	904-6490	
Financing: Type: <u>Cash</u> Rate: <u>Motivation/Condition of sale</u> Purchased for comm	Terms:ercial development/ Arms Length Transfer	
	sical Characteristics	
Land Area 76,783 sqft/ 1.763 ac		) <sup>'</sup> /318.52 <sup>'</sup>
Shape: Generally Rectangular	Site/View: Commercial	
Topography Level	Access: Paved, public 3 lane	
On-Site Improvements: None of value at sale Encumbrances: (Easements, etc.) Utility & drains	age easements, setbacks	
Clinty & drains	ge easements, setbacks	
Off Site Improvements: Paved Street Gravel R	oad Sidewalk Curb Squtters	
Utilities Available:		Septic
	Education Education	
Zoning: CH (note: NE corner or +/-0.13 acre in zone LI)	Highest and Best Use: Commercial	
COMMENTS:		
Prior Sales History: 02/11/2022; \$0 quitclaim; RB 2207/1099.	No prior sales of this comp in 12 months.	
Verified Sale Price	\$1,5	341,000
(1) Adjustment for Property Rights Conveyed	\$ = \$-0-	
(2) Adjustment for Financing Terms	\$ = \$-0-	
(3) Adjustment for Conditions of Sale	\$ = \$-0-	244 000
Cash Equivalent Sale Price of Comparable Sale	<u> </u>	341,000
Unit Value of land:		
\$17.46 S.F. \$	F.F. \$760,635 Acre \$1,341,000	) Lot
Project Town Creek PH 1	County: Rutherford Sale/Rental No.	VC-3
<u> </u>	<u> </u>	
	Appraiser: Robbi L. Kitchen, CG 2489	

Date:

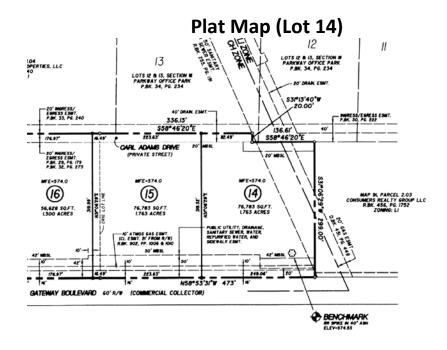
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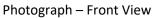
### **LOCATION MAP**













Project \_\_Town Creek PH 1 \_\_\_\_ County: \_\_Rutherford \_\_ Sale/Rental No. \_\_\_ VC-3

Appraiser: Robbi L. Kitchen, CG 2489

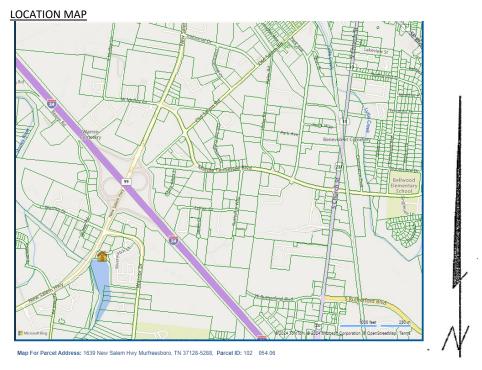
Date: 10/2024

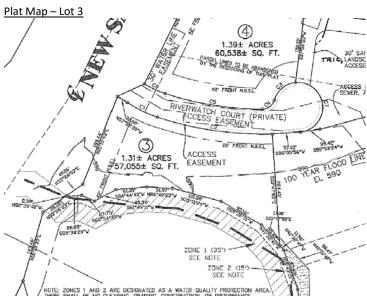
# **COMMERCIAL MARKET DATA**

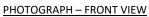
Address or General Lo	cation 1629 New Sa	lem Highway, Murfrees	sboro (Dunkin [	Donuts)	
Tax Map/Parcel No. Grantor Blue	102-054.06 emont Property LLC		2359 rantee <u>T</u>	Page 2739	
How Verified Dee	12/2023 ed/Affidavit/ Agent: John (			51,862,745 Fee simple- Leasehold (1	5 years remaining on lease)
	ish Interest R	ate:	Term	s	
Motivation/Conditions	s of Sale Purchase	d for commercial use-s	peculation/ Arn	ns Length Transfer	
Land: Dimension	s: 302.34'x229.50'IRR	Area:57,055	SqFt	sf/Acres	
	vay Commercial			Use Commercial	
Off Site Improvements	_	☐Gravel Road	Sidewalk ⊠C	_	
Utilities Available:  Improvements:		n or Use: Commercia		vers Septic	
Frame/ Construction Stucco				Blt 2 Age: Actual 3 yr	2020- s Effective 3 yrs
Gross Area 1,798 s	sto  f Office 1,7		<u>-</u>	Garage <u>-</u>	Other
Rental Area 1,798 sq	ft SF <u>1</u>	No Units <u>1</u>		No Stores 0	Other
Price per Unit: \$1,0	036.01** Per SF	\$1,862,745 Pe	r Unit. \$	1,862,745 Per Store	- Other
Land/Bldg Ratio:	31.73:1	Onsite Parking: _ A	sphalt	Spaces/SF. Bldg. Parking Ratio:	Area/ Marked Parking
Potential Gross Income:	\$125,000 Va	acancy/Coll. Loss:	\$0*	Effective Gross Income	e: \$125,000
Expenses: \$30	),000 Net	: Income: \$95,00	00	 Capitalization Rate:	5.1%
Long-term 15 year Net Prior Sales: 02/14/202	t Lease with 15 years remains; \$636,967. No prior sal	aining at sale*. es of this comp in 3 yea	ars.	applicable units of compari	son.) n Dunkin Donuts (lease start date
Verified Sale Price					\$1,862,745
(1) Adj. for Property R (2) Adj. for Financing	Terms	\$	= =	\$ \$	
(3) Adj. for Conditions Cash Equivalent: Sales	s of Sale s Price of Comparable Sale	\$	=	\$	\$1,862,745
Project	Town Creek PH 1		County: Appraiser:	RUTHERFORD  Robbi L. Kitchen, G	Sale/Rental No. IC-1
			האףו מוזכו.	RODDI L. KILCHEII, C	20 2707

\_\_\_10/2024 Page \_\_\_55\_\_\_ of \_\_64\_\_\_

Date:









Town Creek PH 1 RUTHERFORD Sale/Rental No. IC-1 Project County:

> Appraiser: Robbi L. Kitchen, CG-2489

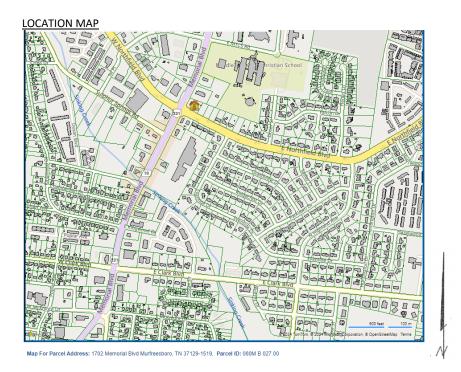
10/2024 Date: Page \_\_\_56\_\_\_ of \_\_64\_\_

# **COMMERCIAL MARKET DATA**

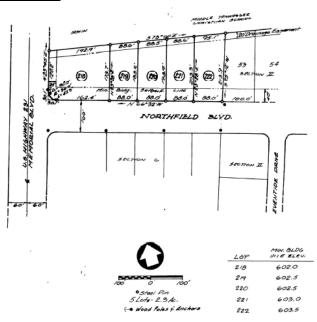
Address or General Location 1702 Memorial Blvd, Murfreesboro (Taco Bell)
Tax Map/Parcel No.         080M-B-027.00         Book         2377         Page         1114
Grantor Taco Bell of America Inc Grantee CVHC12, LLC
Date of Sale 09/05/2023 Verified Consideration \$2,355,083
How Verified Deed/Affidavit/ Grantee: F. Property Rights Conveyed Fee simple- Leasehold (5 years remaining on lease)
Ferdowski 615-377-5713  Financing: Type Bank Interest Rate: N/S Terms \$5,000,000; Sonata Bank; Mo Pmts
Thirding. Type <u>bunk</u> interest face. <u>Ny</u> 5
Motivation/Conditions of Sale Purchased for commercial use-speculation/ Arms Length Transfer
Land: Dimensions: 221.09x92.93 IRR Area: 30,243 SqFt sf/Acres
Zoning: CH- Highway Commercial Highest and Best Use Commercial
Off Site Improvements:
Utilities Available:     Water   Electric   Telephone   Gas   Sewers   Septic
Improvements: Function or Use: Commercial
Frame/  Construction Stucco Condition Average Stories 1 Age: Actual 29 yrs Effective 10 yrs
store
Rental
Area 2,253 sqft SF 1 No Units 1 No Stores 0 Other
Price per Unit:         \$1,045.31**         Per SF         \$2,355,083         Per Unit.         \$2,355,083         Per Store         -         Other
Land/Bldg Ratio: 13.42:1 Onsite Parking: Asphalt Spaces/SF. Bldg. Area/Parking Ratio: Marked Parking
Potential Gross Income: \$146,500 Vacancy/Coll. Loss: \$0* Effective Gross Income: \$146,500
Expenses: \$36,600 Net Income: \$109,900 Capitalization Rate: 4.7%
Narrative Description: (State any changes since date of sale. Develop and show any applicable units of comparison.)  Long-term 5 year Net Lease with 5 years remaining at sale* (Leased back to Taco Bell, lease review after 5 years with Taco Bell retaining first right of refusal at lease renewal or sale of property).  Prior Sales: 10/01/1997; \$362,761. No prior sales of this comp in 3 years.  **Includes lot value. Estimated lot value is \$786,000. This sale reflects long term lease agreement in place with Taco Bell (lease start date 09/05/2023).
Verified Sale Price \$2,355,083
(1) Adj. for Property Rights Conveyed \$ = \$
(2) Adj. for Financing Terms \$ = \$ (3) Adj. for Conditions of Sale \$ = \$
Cash Equivalent: Sales Price of Comparable Sale  \$2,355,083
Project Town Creek PH 1 County: RUTHERFORD Sale/Rental No. IC-2  Appraiser: Robbi L. Kitchen, CG-2489

\_\_10/2024 Page \_\_\_57\_\_\_ of \_\_64\_\_\_

Date:



### Plat Map – Lot 218



### PHOTOGRAPH – FRONT VIEW



Project Town Creek PH 1 County: RUTHERFORD Sale/Rental No. IC-2

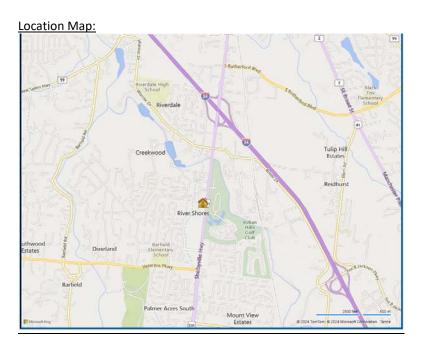
Appraiser: Robbi L. Kitchen, CG-2489

Date: 10/2024 Page 58 of 64

# COMMERCIAL & INDUSTRIAL MARKET DATA

(Sales & Rentals)

Address or General Location 2678 S Church	St, Murfreesboro,	TN (Rutherf	ford County)	
Tax Map/Parcel No. 113N B 017.00	Book 2		Page3005	
Grantor Swaim Realty		_	L&K Properties of TN, LLC	
Date of Sale 12/27/2023	Verified Cor	_	\$2,575,000	
How Verified CRS/Deed/Agent: Andy Heck 314-797-7550	Property Rights	s conveyed	Leasehold	
Financing: Type Cash Interest Ra	te:	 Ter	rms	
<del></del>		<u>.</u>		
Motivation/Conditions of Sale Purchased	for commercial use	/ Arm's Len	igth Transfer 1.09 ac/	
Land: Dimensions: 123.49'x355'IRR		Area:	47,421 sf sf/Acres	;
Zoning: CH- Commercial Highway	Highe	est and Best	t Use <u>Commercial- Rest</u>	aurant
Off Site Improvements:	t Gravel Road	Sidewal	lk Curb Gutters	
_	<del>_</del>			
Utilities Available: Water	Electric  Telepho	one ⊠Ga	s Sewers Septic	
Improvements: Function of	or Use: Fast Food (	Chain Resta	urant (Zaxby's)	
StFrm/				77-16
Construction Brick Condition Avera	age Stories _	1	Age: Actual yrs	Effective 10 yr
Gross Area 2,469 sqft Office 0	Basement	0	Storage 147 sqft	Garage 0
Rental Area 2,469 SF 0	No.Apts. 0		No. Rooms <u>1</u>	No. Stores/Shops
Price per Unit: \$1,042.93 Per SF	0 Per	Apt.	0 Per Room	0 Other
<u> </u>				<u> </u>
Land/Bldg Ratio: 19.21:1	Onsite Parking: <u>33</u>	spaces	Spaces/SF. Bldg. Parking Ratio:	Area/ 1space/75sqft
Potential Gross				
	ancy/Coll. Loss:	\$0*	Effective Gross Incor	me: \$189,000
5		00	Carritalization Datas	F 00/
Expenses: \$37,800 Net l	ncome: \$151,2	00	Capitalization Rate:	5.9%
Narrative Description: (State any changes sin	nce date of sale. De	velon and s	chow any applicable units	of comparison )
*Property sale included long-term existing lea		•	,	• •
at location.		J	· ,	•
				T 4
Verified Sale Price (1) Adj. for Property Rights Conveyed	\$	=	\$	\$2,545,000
	\$ \$	=	\$	
	\$	=	\$	
Cash Equivalent: Sales Price of Comparable S	Sale			\$2,545,000
Drainet Taylor C. 1 2014		Consti	DUTUEDEODO	Colo/Doub-l No. 10.3
Project Town Creek PH 1		County:	RUTHERFORD	Sale/Rental No. IC-3
		Appraiser:	Robbi L. Kitchen, C	CG-2489
		Date:	10/2024	
			Page59 of	64



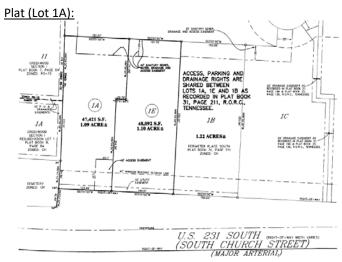






Photo:



Project Town Creek PH 1 County: RUTHERFORD Sale/Rental No. IC-3

Appraiser: Robbi L. Kitchen, CG-2489

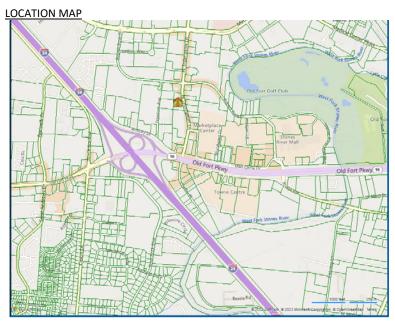
Date: 10/2024 Page \_\_60\_\_ of \_\_64\_\_

# **COMMERCIAL MARKET DATA**

Address or General Location 229 N Thomp	oson Lane, Murfreesboro	(Slim Chicker	n's)	
Tax Map/Parcel No. 092 030.03  Grantor Life Changing Results LLC	Book _22 Gran		Page 1220 sle Apartments LLC	
Date of Sale 09/29/2022	Verified Cons	ideration 🥞	\$4,292,097	4.5
How Verified Deed/Affidavit/Agent, Berkle Capital 615.727.8818	ey Property Right	ts Conveyed	Fee simple- Leasehold (1	4.5 years remaining on lease)
Financing: Type Other Interest R	ate: N/S	Term	\$3,500,000 PN; Ge	lt Financial Investors; Mo Pmts
Motivation/Conditions of Sale Purchase	d for commercial use-spe	culation/ Arr	ms Length Transfer	
Land: Dimensions: 124x 245 IRR	Area:40,075 sq	ft	sf/Acres	
Zoning: CH- Highway Commercial	High	nest and Best	: Use <u>Commercial</u>	
Off Site Improvements:	☐Gravel Road  ☐Sid	ewalk 🔲 C	urb 🖂 Gutters	
Utilities Available:   Water   Ele	ectric 🛛 Telephone 🖂	Gas 🛮 Sev	vers Septic	
Improvements: Function	on or Use: Commercial			
Frame/Brk/ Construction Siding Condition Ave	erage Stories	1	Blt 2 Age: Actual 6 yr	2016- s Effective 5 yrs
sto Gross Area 2,831 sf Office 2,8	re 31 sf Warehouse		Garage	Other
Rental Area 2,831 sqft SF 1	No Units 1		No Stores 0	Other
Price per Unit: \$1,516.11** Per SF	\$4,292,097 Per l	Init (	54,292,097 Per Store	- Other
rice per offic. <u>31,310.11</u> rei 3r	34,232,037 Pel 0	) i i i i i i i i i i i i i i i i i i i		
Land/Bldg Ratio: 14.16:1	Onsite Parking: Asp	halt	Spaces/SF. Bldg. Parking Ratio:	Area/ Asphalt Parking (44 marked spaces)
Potential Gross Income: \$154,300 V	acancy/Coll. Loss:	0*	Effective Gross Income	e:\$154,300
Expenses: \$38,600 Ne	t Income: \$115,700	)	Capitalization Rate:	2.7%
Narrative Description: (State any changes since Long-term 20 year Net Lease with 14.5 years reprior Sales: 01/10/2017; \$3,193,085. No prior sales: 10.1/10/2017; \$3,193,085. No prior sales: 10.1/10/2	maining at sale.	onths.		
Verified Sale Price				¢4 202 007
(1) Adj. for Property Rights Conveyed	\$	=	\$	\$4,292,097
<ul><li>(2) Adj. for Financing Terms</li><li>(3) Adj. for Conditions of Sale</li></ul>	\$	= =	\$	
Cash Equivalent: Sales Price of Comparable Sale	2			\$4,292,097
Project Town Creek PH 1		County: Appraiser:	RUTHERFORD  Robbi L. Kitchen, (	Sale/Rental NoRental 4 CG-2489

\_\_\_10/2024 Page \_\_\_61\_\_\_ of \_\_64\_\_\_

Date:

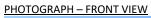


Map For Parcel Address: 229 N Thompson Ln Murfreesboro, TN 37129-4307, Parcel ID: 092 030.03





Map For Parcel Address: 229 N Thompson Ln Murfreesboro, TN 37129-4307, Parcel ID: 092 030.03





Project Town Creek PH 1 County: RUTHERFORD Sale/Rental No. Rental 4

Appraiser: Robbi L. Kitchen, CG-2489

Date: 10/2024
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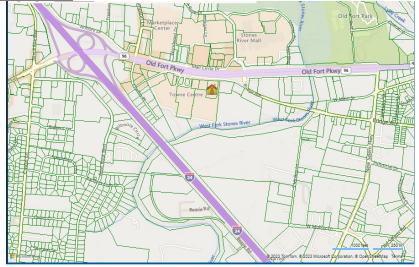
# **COMMERCIAL MARKET DATA**

Address or General Location1829 Old For	t Parkway, Murfreesboro (Ch	eddar's Scratch Kitchen)	
Tax Map/Parcel No092M A 006.01  Grantor CH Murfreesboro TN Landlor	Book 2357	Page 3569	
Grantor CH Murfreesboro TN Landlor Date of Sale 07/06/2023	<u>d LLC</u> Grantee Verified Consider		
How Verified Deed/Affidavit/Agent, Jody		onveyed Fee simple- Leasehold (14 years remaining on I	ease)
McKibben 415-625-2114		·	
Financing: Type Cash Interest R	ate:	Terms	
Motivation/Conditions of Sale Purchase	d for commercial use-specula	ation/ Arms Length Transfer	
Land: Dimensions: 285'x462'IRR	Area: <u>3.21 AC/ 139</u>	,827 SqFt sf/Acres	
Zoning: CH- Highway Commercial	Highest	and Best Use Commercial	
Off Site Improvements:	Gravel Road Sidewa	alk Curb Gutters	
Utilities Available:   Water   Ele	ctric 🛛 Telephone 🗒 Gas	S Sewers Septic	
Improvements: Function	on or Use: Commercial		
Frame/Brk/ Construction Stone Condition Ave	erage Stories 1	Blt 2012- Age: Actual 11 yrs Effective	10 yrs
Gross Area 8,700 sf Office 8,7	re	Garage - Other -	•
Rental			
Area <u>8,700 sqft</u> SF <u>1</u>	No Units <u>1</u>	No Stores 0 Other	
Price per Unit: \$637.19** Per SF	\$5,543,552 Per Unit	. \$5,543,552 Per Store -	Other
Land/Bldg Ratio: 16.07:1	Onsite Parking: Asphalt	Spaces/SF. Bldg. Area/ Asphalt Parting Ratio: marked spa	
Potential Gross			
	acancy/Coll. Loss: \$16	5,900 Effective Gross Income: \$321,800	
Expenses: \$64,400 Net	t Income: \$257,400	Capitalization Rate: 4.6%	
Narrative Description: (State any changes since	e date of sale. Develop and s	how any applicable units of comparison.)	
Long-term 20 year Net Lease with 14 years remainder.			
Prior Sales: 12/08/2020; \$4,768,739. No prior s	sales of this comp in 12 mont	ns.	
**Includes lot value. Estimated lot value is \$22.0 Scratch Kitchen (Darden Restaurants Inc).	00 per sqft or \$3,076,000. Th	nis sale reflects long term lease agreement in place with Ch	neddars
Scratch kitchen (Darden kestaurants inc).			
Verified Sale Price	I ¢	\$5,543,552	
<ul><li>(1) Adj. for Property Rights Conveyed</li><li>(2) Adj. for Financing Terms</li></ul>	\$	= \$ = \$	
(3) Adj. for Conditions of Sale	\$	= \$	
Cash Equivalent: Sales Price of Comparable Sale	9	\$5,543,552	
Project Town Creek PH 1	Cou	unty: RUTHERFORD Sale/Rental No.	Rental 5
- TOWN CICCRITIT		· ·	c.iicai 5
	qA	oraiser: Robbi L. Kitchen, CG-2489	

\_\_10/2024 Page \_\_\_63\_\_\_ of \_\_64\_\_\_

Date:

### LOCATION MAP



Map For Parcel Address: 1829 Old Fort Pkwy Murfreesboro, TN 37129-3364, Parcel ID: 092M A 006.01

### TAX MAP



Map For Parcel Address: 1829 Old Fort Pkwy Murfreesboro, TN 37129-3364, Parcel ID: 092M A 006.01

### PHOTOGRAPH – FRONT/SIDE VIEW



Project Town Creek PH 1 County: RUTHERFORD Sale/Rental No. Rental 5

Appraiser: Robbi L. Kitchen, CG-2489

Date: 10/2024
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### **COUNCIL COMMUNICATION**

Meeting Date: 1/30/2025

**Item Title:** Contract with Oregon State to Develop Youth Permaculture

Curriculum

**Department:** Parks and Recreation

**Presented by:** Rachel Signer, Assistant Director

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

#### **Summary**

Consider contract with Oregon State to Develop Youth Permaculture Curriculum.

#### **Staff Recommendation**

Approve Contract with Oregon State.

### **Background Information**

In August 2024, Outdoor Murfreesboro was awarded a grant from US Forest Service through the TN Division of Forestry for the TN Urban and Community Forestry Program. This 3-year grant term outlines the development of a permaculture curriculum as one of the work plan items.

Made possible by this grant, Outdoor Murfreesboro is developing a summer intensive certification program that offers rising junior, seniors, and recent high school graduates in Rutherford County the chance to earn certifications in Ecological Landscape Design or Permaculture Design. Participants will gain hands-on experience through field trips, project work, and lessons, culminating in a final site design and presentation.

The program also provides a \$500 stipend, 20 hours of community service, and the opportunity to join a 6-month paid internship with the Parks Natural Resource team, enhancing both professional skills and career prospects.

Oregon State University has agreed to modify their permaculture design program to fit our time frame and age of participants by providing a youth curriculum in permaculture design.

#### **Council Priorities Served**

Establish strong City brand

This one-of-a-kind, innovative program will benefit our community and park spaces while encouraging youth the opportunity to develop critical skills through hands-on experience and to enhance their professional growth and career prospects.

### **Fiscal Impact**

The curriculum development costs, \$50,200, will be reimbursed to the City through the TN Forestry Grant.

### **Attachments**

- 1. Contract with Oregon State
- 2. Youth LED Program Outline
- 3. TN Urban and Community Forestry Grant Contract

# COURSE AGREEMENT Youth Permaculture Design Certificate for Murfreesboro Parks and Recreation

THIS AGREEMENT is by and between Murfreesboro Parks and Recreation, herein referred to as CLIENT, and Oregon State University for its Professional and Continuing Education (PACE), herein referred to as AGENCY, individually referred to herein as a "Party" and together, the "Parties." This Agreement shall be effective as of the date of last signature (the "Effective Date").

#### **RECITALS**

WHEREAS, pursuant to OAR 580-040-0010, OSU may engage in the provision of providing goods and services to external entities for fees when such provision is directly and substantially related to the mission of OSU, which includes teaching, research and public service;

WHEREAS, CLIENT desires to hire AGENCY to develop and support the Youth Permaculture Design Certificate described in this Agreement and AGENCY is willing to provide such services; and

WHEREAS, AGENCY and CLIENT agree to cooperate and share in the creation, responsibilities, duties, processes, and revenue associated with the planning and delivery of a noncredit course on permaculture design and food forests/urban forestry.

NOW THEREFORE, the parties agree:

#### A. STATEMENT OF WORK

AGENCY agrees to build and provide ongoing course-development support for a 8-week hybrid course related to permaculture design and food forests/urban forestry for CLIENT as further described in Exhibit A Statement of Work, (the "Work") attached hereto and made a part of this Agreement.

#### **B. FINANCIAL CONSIDERATIONS**

- Payment. CLIENT shall pay AGENCY for services performed a flat fee of Fifty Thousand Two Hundred Dollars and 00/100 Cents (\$50,200.00). AGENCY shall look solely to CLIENT for all amounts CLIENT owes to AGENCY.
  - AGENCY shall invoice CLIENT upon completion of the course build. If the payment is outstanding after 45 days, AGENCY may assess the overdue account 2/3 of 1% per month or 8% per annum on the outstanding balance, remove online course from course catalog or both, solely at AGENCY's discretion.
- 2. <u>CLIENT's Costs</u>. CLIENT shall be solely responsible for the costs for work performed by CLIENT as further described in Attachment A.
- 3. <u>Additional Services</u>. CLIENT may request additional services outside the project scope as outlined in Exhibit A. Services will be agreed upon by both parties prior to commencement of additional service(s) via a signed Amendment.

#### C. GENERAL TERMS AND CONDITIONS.

1. <u>Term; Period of Performance</u>. This Agreement is effective upon the date of last signature and shall continue through September 30, 2025, unless notice of termination is given in accordance

with Section C(2) of this Agreement.

- 2. <u>Termination</u>. Upon 180 days' prior written notice delivered to the persons designated in Section 5, either party, without cause, may terminate its participation in this Agreement.
- 3. <u>Intellectual Property</u>. Each Party fully maintains all of its respective intellectual property rights and interests, including but not limited to copyrights. Each Party grants to the other Party a non-exclusive, revocable, royalty-free license to reproduce works produced under this Agreement, but only for the limited purpose of providing services under this Agreement.
- 4. <u>Modification</u>. The Parties shall mutually agree upon extensions and modifications of this Agreement. All such modifications shall be committed and executed in writing.
- 5. <u>Notices</u>. All communications and notices shall be directed to the respective addresses set forth herein or to such other address as one Party may, from time to time, designate by notice to the other Party. Notices shall be in writing and shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, return receipt requested, or when sent by facsimile or e-mail (provided a confirmation copy is promptly sent) or overnight mail.

#### For CLIENT:

Nate Williams Executive Director, Recreation Services Murfreesboro Parks and Recreation 2140 N. Thompson Lane PO Box 748 Murfreesboro, TN 37129 T: 615. 890-5333 nwilliams@murfreesborotn.gov

#### For AGENCY:

Patrick Kelley, Director
Professional and Continuing Education
Oregon State University
4700 SW Research Way (mail only)
T: 541.737.4197
patrick.kelley@oregonstate.edu

for Notices only:
Contract Services | PCMM
Oregon State University
644 SW 13<sup>th</sup> Street
Corvallis, OR 97333
T: 541.737.4261 | F: 541.737.5546
contract.services@oregonstate.edu

- 6. Records/Inspection. The Parties shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature, having been and scheduled to be incurred in the performance of this Agreement. The Parties and their duly authorized representatives shall have access to the books, documents, papers, and records excerpts and transcripts of the other which are directly pertinent to this Agreement for audit and examination. Retention of such books and records shall be in accordance with Oregon Secretary of State's Records Retention Schedule, which is six (6) years beyond the Term of the Agreement. The Parties agree that they shall promptly remedy any discrepancies involving deviation from the terms of this Agreement and shall promptly reimburse the other party for any commitments or expenditures found by either Party have been in excess of amounts authorized according to the terms of the Agreement.
- 7. <u>Independent Contractor</u>. The Parties are independent contractors and not partners, joint venturers, or principal and agent.

- 8. <u>Liability</u>. In no event will AGENCY be responsible for any damages or penalties resulting from services or reporting of results called for by this Agreement. The services provided by AGENCY under this Agreement are being provided without any warranty, express or implied.
- 9. <u>Indemnification</u>. To the extent permitted by law, each Party will indemnify and hold harmless the other Party, including its employees and agents, from and against any and all claims or liabilities arising from the negligence or wrongful act of the indemnifying party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This Section will survive the termination of this Agreement. AGENCY's obligations under this Section are subject to the limitations and conditions of the Oregon Constitution, Article XI, Section 7, and the Oregon Tort Claims Act (30.260-.300).
- 10. <u>Insurance</u>. AGENCY is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the Oregon Tort Claims Act (ORS 30.260-30.300). AGENCY does not waive its right to subrogation.
- 11. <u>Assignment</u>. This Agreement is non-assignable and non-transferrable.
- 12. <u>Force Majeure</u>. Neither AGENCY nor CLIENT shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of AGENCY or CLIENT respectively.
- 13. <u>Compliance with Laws</u>. AGENCY shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work.
- 14. Merger. This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by the Parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. CLIENT by signature below of its authorized representative, acknowledges having read and understood this Agreement and the Parties agree to be bound by its terms and conditions.

#### **CLIENT AGENCY** DocuSigned by: 1/8/2025 Shane McFarland Date Date Mayor Contracts Officer Contract Services | PCMM Approved as to form: Oregon State University Adam 7 Tucker DocuSigned by: 1/8/2025 Adam F. Tucker, City Attorney Patrick Kelley Date Director Professional and Continuing Education Oregon State University

#### **EXHIBIT A**

#### STATMENT OF WORK

Murfreesboro Parks Department (CLIENT) seeks Oregon State University's Professional and Continuing Education (AGENCY) to develop a custom program for an in-person summer program for high school students. The curriculum would be a modified version of the <a href="Permaculture Design">Permaculture Design</a>
<a href="Certificate">Certificate</a> (PDC)</a> with additions focused on food forests. The summer program is part of an initiative by CLIENT and other county level stakeholders to address the food desert and workforce training for youth who are likely to join the workforce after high school.

The project deliverable is a combination of some student-facing online modules and instruction materials for a local team to lead in-person instruction. The modification of the curriculum includes some removal of the PDC curriculum to fit into the program schedule and with additions focused on food forests and community/urban forestry to meet the criteria of a grant, for which CLIENT is applying.

The CLIENT instructors intend to enroll in the standard ten-week PDC course during the Academic Year 2024-2025 as preparation for teaching the youth summer program.

### **Custom Training Request**

The following information outlines the proposed training request:

#### **AUDIENCE**

This project has a dual-audience: Students and Instructors

- Students: High school students from the local county
- Instructors: Local team in Murfreesboro to lead the in-person instruction/facilitation. Instructors
  will have mix of educational and experiential backgrounds. Local instructors may include high
  school science teachers, Environmental Science students from Middle Tennessee State
  University, and staff of CLIENT.

#### PROGRAM SCHEDULE

- Summer 2025: Monday June 2 Friday August 1, 2025
- Eight weeks (one week break for July 1-5)
- Three days a week
- Half day in classroom instruction (three-four hours) and the other half working the land (three-four hours)
- Occasional field trips throughout the program

### **CURRICULUM & DELIVERABLES**

- The curriculum shall include the first nine week of content from the standard PDC course as outlined in the <u>PDC syllabus</u>. Some amount the curriculum will need to be removed in order to fit within the timeframe of the youth summer program and to accommodate the additional curriculum of food forests.
- The curriculum shall include an emphasis on food forests, trees, and community/urban forestry. This includes concepts of tree guilds, tree maintenance, food tree care, and related topics.
- The scope of deliverables from AGENCYincludes materials for classroom instruction, hands-on learning, and final project design.

- Classroom learning materials, approximately 95 hours of classroom materials (four hours per day, three days a week, eight weeks)
- Classroom learning materials consist of a mix of 50% lesson plans for local instructors to facilitate classroom learning and 50% online content ready for student's consumption.
   Online content may include videos, interactive modules, learning checking, etc.
- Lesson plans for local instructors to facilitate hands-on learning in outdoor landscapes, approximately 8 hours of hands-on learning (one hour per week, eight weeks)
- Templates for final project, including objective, description, and assessment. The template will include a version for individual projects and version for small group projects. Templates will require the local instructor team to tailor based on the local landscape projects. Consultation can occur during the program to assist with the final project design.

# **DEVELOPMENT TIMELINE**

- February 2024 CLIENT's grant application is due
- April 2024 CLIENT receives notice of grant application status
- June December 2024 –AGENCY develops course
- Fall 2024 or Winter 2025 CLIENT team enrolls in PDC
- June 2 Aug 1, 2025 CLIENT delivers the course
- September 2025 AGENCY and CLIENT debrief

## **EXPERIENTIAL RESOURCES**

- CLIENT has land in which the students can practice and obtain hands-on learning.
- CLIENT has access to computer lab and personnel able to offer tech access assistance for any online learning components for students

## **FUNDING TERMS**

- AGENCY holds a copyright interest in the Permaculture course developed under the federal
  grant, allowing AGENCY to use, reproduce, adapt and publish the course materials independently
  provided this effort aligns with the original purpose and terms of the grant. The Federal awarding
  agency retains a royalty-free, nonexclusive, and irrevocable right to use the work for Federal
  purposes.
- Students who complete the coursework with satisfactory marks will receive an AGENCY certificate of completion. The certificate of completion may be dual-branded AGENCYand CLIENT.
- AGENCY-provided course materials will be delivered within AGENCY learning systems / digital platforms.
- The deliverables and expense for this project are designed for one cohort sized 10-40 students.
- A new agreement can be arranged for the continued use of the curriculum beyond the initial cohort at a fee per student. The fee for future cohorts would be approximately \$300 per student.

# **Proposed Training Cost**

## **COST OF CUSTOM TRAINING**

The following table is a non-binding estimate of expenses to build the custom curriculum and its readiness for delivery. This estimate is subject to change as the scope is further refined in conversation between AGENCY and CLIENT.

Description	Hours	Base Cost	Cost

			Total
AGENCY Instructor Time: Planning meeting with CLIENT to refine scope	2	\$400	\$800
AGENCY Instructor Time: Curriculum Development for CLIENT's instructor materials and student-facing online materials	110	\$400	\$44,000
AGENCY Instructor Time: Consultation during summer program	10	\$400	\$4,000
AGENCY Project Management	4	\$200	\$800
Learning Management System Registration Fee per student	10	\$60	\$600
Total for Custom Training			\$50,200

# **COST OF INSTRUCTOR TRAINING**

The Permaculture Design Certificate is offered four times in the academic year with start dates in early October, early January, late March, and late June.

Description	Quantity	Base Cost	Cost Total			
Permaculture Design Certificate (10-week)	3	\$840 + \$60 registration fee	\$2,700			
AGENCY is including three complimentary seats for CLIENT instructors to enroll in PDC in the Academic Year 2024-25						
Total for Instructor Training			\$0			

# Youth L.E.D. Program: Leadership, Environment, Development

## Phase I: Volunteerism

Holloway students volunteer during class time one day a week during the spring and fall semesters. Focus efforts on two key areas within walking distance of Holloway – Murfree Spring (Stewardship & Conservation) and Patterson Park (Sustainable Living & Community Care).

- Murfree Spring Stewardship & Conservation: Caring for nature through litter cleanups, habitat improvement, native/play garden care.
- Patterson Park Sustainable Living & Community Care: Permaculture Landscapes, Gardens and Composting. Food Security.

## **Phase II: Professional Development**

Summer intensive Certification Program:

- 1. Ecological Landscape Design Developed by New Directions in the American Landscape
- 2. Permaculture Design Certificate Developed by Oregon State University

Open to 10 Rutherford County rising Juniors, Seniors, and recent HS graduates (16-18). 5 spots prioritized for Holloway and/or students who live in the Patterson community.

## **Application Process:**

- Submission Materials: Application with Parent Consent, Essay submission, 2 letters of recommendation from teachers, commitment to program statement signature including physical labor/health demands. Not for anyone who cannot commit to the whole summer.
- Application opens early March to early April. Selection and notifications sent by end of April.

#### Summer Intensive:

- Monday, Wednesday, and Friday
- Last week of May to last week of July
- Include field trips (program based: i.e., trips to community gardens for permaculture course; trips to botanical gardens for eco landscape design, etc.)
- End of season presentation to Parks and Rec Commission (final design and experience testimony)
- Daily Schedule example:
  - o 7:30am Breakfast @ Patterson Park Comm Center
  - o 8:00am Dressed and ready to go.
  - 8:15am 11:15am Work at a Project Sight within Parks (work to include landscape maintenance, habitat restoration/invasive plant removal, trail maintenance, community garden maintenance, etc.)
  - 11:30am Back to Patterson, tools away
  - o 11:45 Lunch
  - 12:15pm 4:15pm Afternoon lessons in Eco Landscape/Perm Landscape with a 15-minute break in the middle
  - 4:15pm cleanup, shower, change
  - o 4:30 home

Certification programs require a final site design. Potential participating sites within Disadvantaged Communities classified through the Climate and Economic Justice Screening Tool:

- 1. Holloway Campus (Rutherford County Schools)
- 2. Patterson Park Community Center Campus (Murfreesboro Parks and Rec)
- 3. Oaklands Park (Murfreesboro Parks and Rec)
- 4. McFadden Community Center (Murfreesboro Parks and Rec)
- 5. Old Fort Park (Murfreesboro Parks and Rec)
- 6. Neighbors of Patterson (private property)

Participating Neighbors: Neighbors very close to Patterson Community Center can volunteer their yard as a participating site. Can sign up through an online form or paper form at Patterson. Priority given to proximity to Patterson/Holloway campus. Benefits for participating neighbors include:

- Free design plans for yard that incorporates native/perennial foods into landscaping.
- 1 (or 2 if needed to yield fruit) free fruit or nut tree installed (selected from a list we develop).
- 1 free gator bag for tree watering.
- 1 free tree guild plan individualized to selected tree.
- 2 expert led classes hosted at Patterson on proper pruning, harvesting, tree guild design, cooking/preserving with native food plants, etc. (can choose on the form what they're interested in learning about)
- Food security

# By the end of the summer program, students will have gained:

- A certificate in either permaculture design or ecological landscape design
- Experience in creating a custom design for a public site or private resident neighboring the Holloway/Patterson campus.
- \$500 stipend
- 20 hours of community service
- Practical experience in sustainable landscape design and maintenance
- A greater appreciation of the natural world, an understanding of the challenges facing parks and urban environments, and skills to develop and implement solutions that improve environmental and community health.
- A greater understanding of personal career goals
- An opportunity to participate in the Parks Natural Resource team's 6-month paid internship program.

## Phase III: Natural Resources internship program

1-2 spots available to students that complete the summer certification.

6-month paid internship at \$13/hour. Sept - Feb or Dec - May

Opportunity to implement/maintain personal design on Parks property, while working on other sites managed by the Natural Resource team.

AGRICULT AGR	(cost reimb		grant c	ontract with a		CONTRAC	<b>T</b> ocal governmental en	tity or their
Begin Dat	te	End Dat	е		Agend	y Tracking #	Edison ID	
	09/01/2024		08	3/31/2027		-		
Grantee Legal Entity Name							Edison Vendor	· ID
City	of Murfreesbor	0						4110
Subrecipient or Recipient  Subrecipient			Assistance Listing Number 10.727 Inflation Reduction Act Urban & Community Forest					
R	ecipient		Grant	ee's fiscal ye	ar end 6	6/30FY25		
Service Caption (one line only)								
IRA	Urban & Commi	unity Fores	stry Pr	ogram				
Funding -	<b>_</b>			1		i		
FY	State	Federal		Interdeparti	nenta	Other	TOTAL Grant Contra	act Amount
FY25		160	,500.					160,500.
TOTAL:		\$160,50	00.00				\$1	60,500.00
Grantee S	Selection Process	s Summary	,					
⊠ Comp	petitive Selection	n	Competitive selection based upon Inflation Reduction Act Request for Application (RFA) released by Tennessee Urban and Community Forestry Program.					
Non-	competitive Sele	ection						
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				er are		CI	O USE - GG	
Speed Chart (optional) Account Code (optional)				(optional)				

# GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, TENNESSEE DEPARTMENT OF AGRICULTURE AND CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Agriculture, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of Tennessee Urban and Community Forestry Program – IRA Funding, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

## A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Grantee's activities shall align with the project proposal, work plan and budget to include:
  - a. Development of food forest design curriculum
  - b. Training of staff
  - c. Design and implementation of summer intensive program with high school students
  - d. Promotion and implementation of Participating Neighbors Program
  - e. Tree planting
  - f. Invasive species removal
  - g. Development of ecological design curriculum
  - h. Completion and submission of project reports as requests/scheduled
  - Acknowledgement of TN Division of Forestry and U.S. Forest Service as funders of the project
- A.3. <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification worksheet, which appears as Attachment TWO, is incorporated in this Grant Contract.
- A.4. <u>Incorporation of Additional Documents</u>. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (Attachment Reference) incorporated to elaborate supplementary scope of services specifications.

#### B. TERM OF CONTRACT:

This Grant Contract shall be effective on September 1, 2024 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.#. <u>Term Extension</u>. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

## C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Sixty Thousand Five Hundred dollars (\$160,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment ONE is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Agriculture | Division of Forestry P.O. Box 40627
Nashville, TN 37220
forestry.nashville@tn.gov
Telephone # 615.837.5520

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).

- (5) Grantor: Tennessee Department of Agriculture.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
  - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

## D. STANDARD TERMS AND CONDITIONS:

D.1. <u>Required Approvals</u>. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

- not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. <u>Modification and Amendment</u>. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the

- Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities." in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ashley Kite-Rowland | Urban & Community Forestry Program Coordinator Tennessee Department of Agriculture – Forestry Division 406 Hogan Road Nashville, TN 37220 Telephone # 615-815-6921 Forestry.Nashville@tn.gov

The Grantee:

Kim Lampert
City of Murfreesboro Parks and Recreation Department
PO Box 748
Murfreesboro, TN 37133
Telephone # 615-890-5333
klampert@murfreesborotn.gov

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
  - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. <a href="Public Notice">Public Notice</a>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Maieure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may. upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> main 02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. <u>State Sponsored Insurance Plan Enrollment.</u> The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

## E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

## E.3. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.4. <u>Equal Opportunity.</u> As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

APPRAVED AS TO FORM
Adam 7. Tucker

Adam F. Tucker, City Attorney

IN WITNESS WHEREOF,			
CITY OF MURFREESBORO:			
DocuSigned by:		8/23/2024	
A2F6A4BF7CD74E7  GRANTEE SIGNATURE		DATE	
Mayor Shane McFarland	Mayor		
PRINTED NAME AND TITLE OF GRAI	NTEE SIGNATORY (at	pove)	
TENNESSEE DEPARTMENT OF AGR	ICULTURE:		
CHARLIE HATCHER, D.V.M., COMMIS	SSIONER	DATE	

## ATTACHMENT ONE

# **GRANT BUDGET**

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

**Applicable** 

Period: BEGIN: 9/1/2024 END: 8/31/2027

EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes	0.00	0.00	0.00
Professional Fee, Grant & Award <sup>2</sup>	131,800.	0.00	131,800.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	28,700.	0.00	28,700.00
Travel, Conferences & Meetings	0.00	0.00	0.00
Interest <sup>2</sup>	0.00	0.00	0.00
Insurance	0.00	0.00	0.00
Specific Assistance To Individuals	0.00	0.00	0.00
Depreciation <sup>2</sup>	0.00	0.00	0.00
Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
Capital Purchase <sup>2</sup>	0.00	0.00	0.00
Indirect Cost	0.00	0.00	0.00
In-Kind Expense	0.00	0.00	0.00
GRAND TOTAL	\$160,500.00	0.00	\$160,500.00

<sup>&</sup>lt;sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <a href="https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E">https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E</a>) and CPO Policy 2013-007 (posted online at <a href="https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html">https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html</a>).

<sup>&</sup>lt;sup>2</sup> Applicable detail follows this page if line-item is funded.

# **ATTACHMENT ONE**

# **GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Certification fees, Staff Educational Training,	131,800.
TOTAL	\$131,800.00

# **Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	City of Murfreesboro
Subrecipient's Unique Entity Identifier (SAM)	CMF9NNK9Z7D6
Federal Award Identification Number (FAIN)	62-6000374
Federal award date	7/1/2023-6/30/2028
Subaward Period of Performance Start and	9/1/2024-8/31/2027
End Date	6, 1,202 : 6,6 1,202
Subaward Budget Period Start and End Date	9/1/2024-8/31/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.727 Inflation Reduction Act. Urban & Community Forestry
Grant contract's begin date	9/1/2024
Grant contract's end date	8/31/2027
Amount of federal funds obligated by this grant contract	\$160,500.00
Total amount of federal funds obligated to the subrecipient	\$160,500.00
Total amount of the federal award to the	\$4,125,000.00
pass-through entity (Grantor State Agency)	
Federal award project description (as	Urban Tree Community Program
required to be responsive to the Federal	Tennessee implementation of Inflation
Funding Accountability and Transparency Act (FFATA)	Reduction Act Urban and Community Forestry Program Tree Planting and Related
(ITAIA)	Activities
Name of federal awarding agency	USDA
Name and contact information for the federal	Yvonne Holmes
awarding official	1720 Peachtree Street NW Suite 700
	Atlanta, GA 30309
	470-303-9783
	Yvonne.holmes@usda.gov
Name of pass-through entity	o o
Name and contact information for the pass-	Tennessee Department of Agriculture
through entity awarding official	Ashley Kite-Rowland
unough entity awarding official	PO Box 40627
	Nashville, TN 37220 Forestry.nashville@tn.gov
Is the federal award for research and	NO
development?	
Indirect cost rate for the federal award (See 2	N/A
C.F.R. §200.332 for information on type of indirect cost rate)	
muneot cost rate)	

# Youth LED Budget Narrative

## **Core Summer Program**

Certification Curriculum Development

Year 1: Oregon State University \$51,000

Year 2: New Directions in the American Landscape \$40,000

Central to our Youth LED summer intensive program is the certification curriculum development component. This foundational element is being crafted in collaboration with esteemed professionals from Oregon State University and New Directions in the American Landscape—leaders in urban/ecological design professional development. The curriculum is specifically tailored to serve our target audience within our distinct ecoregion. It features comprehensive modules that introduce students to fundamental design concepts while integrating principles of ecology and food forestry relevant to southeastern United States flora and plant communities. Each partner has provided a cost estimate encompassing instructor time dedicated to planning, developing, delivering certain portions of the curriculum, and offering consultation services. Additional costs cover partner project management and access to the partner's online learning platform. Full details can be found in the partner curriculum development proposals.

## **Staff Training**

Year 1: \$0 - OSU covers staff training costs.

Year 2: \$1200 - NDAL's Ecological Landscape Design Course for 2 staff

The programs offered by NDAL and OSU will be jointly overseen by personnel from each organization with parks staff. Consequently, it is imperative for the parks staff to undergo training through active participation in these programs to gain comprehensive knowledge of the modules, concepts, and expected outcomes. OSU has generously offered to forego program fees for staff. Staff training for NDAL's program includes fees associated with online learning platforms and compensation for instructor time.

#### Field Trips

Year 2: \$300

Year 3: \$300

During the summer, field trips will primarily focus on visits to local non-profits and community sites that exemplify practical applications of ecological and food forest design. These excursions may include botanical gardens, urban farms, and other inspiring locations for our students. The anticipated costs are limited to entry fees where applicable. We anticipate taking 1 field trip per summer @ \$25 per person x 10 students and 2 staff.

## Youth Stipend

Year 2: \$5000

Year 3: \$5000

The Youth Stipend, designed as an incentive for students to participate with full commitment to the program, gives each student \$500 at the end of the summer, with the stipulation that attendance and program parameters are met. We will offer 10 stipends @ \$500.

## Interpretive Signage

Year 1: \$1500 Year 2: \$1500 Year 3: \$1500

All public space projects undertaken by students as part of this program will feature interpretive and educational signage that provides information on ecological restoration efforts, food forests initiatives, and key program partners. The associated costs include conceptualization, printing signs, and procuring mounting materials for outdoor installations. Estimated cost per signage is \$150-\$200 @ 7-10 signs.

## **Promotional Materials**

Year 1: \$500

Promotional materials for developing awareness around the Youth LED program will be developed with students, teachers, and parents as the audience. Working with our marketing department and contracted designers, costs associated with this line item will go towards concept designs for paper, signs, and social media graphics, printing, and distribution of flyers and other materials that promote the program.

## **Invasive Plant Control**

Year 1: \$3300 Year 2: \$3300 Year 3: \$3300

Professional invasive plant removal will offer an opportunity for interns to work alongside trained restoration experts as they tackle one of the most difficult invasive species to manage: winter creeper. Situated in a 20-acre urban woodland/wetland at Oaklands Park (a focus location for this project), winter creeper is in abundance and incredibly difficult to manage. Invasive Plant Control has worked with us on other restoration projects. Costs associated with this include 2-3 full days of invasive plant removal at IPC's daily rate. The contracted rate for this service is \$1650 for a team of 2 per day.

## Supplies/Uniforms

Year 1: \$2500 Year 2: \$2000 Year 3: \$1500

To effectively administer a comprehensive landscape design program and ensure the proper handling of safety equipment and tools necessary for land-related tasks, we must secure essential supplies. These items are crucial not only for daily operations but also to meet the demands of special projects and ensure their appropriate storage and maintenance. Supply costs include the purchase of safety glasses/gloves, hand tools, gardening materials, and other supplies needed depending on the project. Additionally, students participating in this program will be actively engaged in outdoor activities, serving as representatives of the Murfreesboro Parks Natural Resource Division within our public spaces. The expenses associated with uniforms include one pair of outdoor boots and two t-shirts that align with staff uniform standards. Purchase boots @ estimated cost of \$75 per student x 10 students, 2 T-shirts @ \$12 per shirt x 10 students.

## **Community Outreach and Continuing Education**

## **Trees/Installation for Neighbors**

Year 1: \$8000 Year 2: \$8000 Year 3: \$8000

Neighbors of Patterson Community Center who choose to participate in allowing summer students to utilize their property for a design project can also sign up to receive trees from a selected list of native/non-native food bearing trees, as well as contracted tree installations. Costs include price for 1 to 2 large caliper trees (@ \$150-\$200 per tree), contract installation costs (approx. \$200-\$300 per tree), and one gator bag (\$25/each) per tree for the first two years of watering. We estimate 10-20 trees per year.

## **Tree Guild Materials**

Year 1: \$1200

Neighbors who elect to have trees planted in their yard will also receive educational materials in the form of a pamphlet or printed guide on planting a tree guild specific to the selected tree. Costs include working with professionals to develop tree guild planting guides for 5-10 tree species. We estimate costs for professional research and graphics to be \$200 per guide.

## Neighbors Educational Classes

Year 1: \$1400 Year 2: \$1400 Year 3: \$1400

Neighbors who participate in the summer design project will be invited to up to 3 workshops hosted at Patterson Community Center for free. Potential educational workshop topics may include urban gardening, sustainable practices, tree care, products from harvest, cooking classes based on what's growing in the garden, etc. Costs associated with these line items include working with experts to develop workshop curriculum, instructor fees, and any supplies needed depending on the workshop type. Curriculum development and supplies we estimate to be \$300 per class. Instructor fees \$100-\$120 per class x 3 classes.

## **Promotional Materials**

Year 1: \$500

Promotional materials for developing awareness around the Neighbor Participation outreach component of the Youth LED program will be developed with neighbors of Patterson Park Community Center in mind as the audience. Working with our marketing department and contracted designers, costs associated with this line item will go towards concept designs for paper, signs, and social media graphics, printing, and distribution of flyers and other materials that promote the program.

## Student Continuing Education Workshops

Year 1: \$900 Year 2: \$900

Year 3: \$900

The end of the summer intensive for students will begin the opportunity for up to 2 of those students to continue as interns for a 6-month period with the Natural Resource Division. Part of this internship includes additional continuing education opportunities in the form of green career-oriented presentations from industry professionals, and online workshops or webinars from partner organizations such as Natural Areas Association, National Recreation and Parks Association, or similar organizations. Costs include presenter honoraria and registration fees associated with online webinars. We anticipate spending \$100 per instructor for up to 4 in-person workshops, as well as \$100 per online workshop per student @ 2 workshops for 2 students.

# **Materials and Supplies**

Year 1: \$500 Year 2: \$500 Year 3: \$500

This line item includes costs associated with any materials or supplies needed to ensure the safety and success of the intern, as well as any materials associated with presentation needs. Materials and supplies may include safety gear, such as glasses, ear/face protection, poison ivy block and bug spray, or presentation materials such as copies,

Detailed Work Plan - Murfreesboro Parks	and Recreation Youth LED	Program				
2024						
Objective 1: Begin Phase 1 of program de	evelopment					
Action Items Start Date Completion Date						
1 Develop Certificate in Food Forest Des 2025 Summer Intensive with Oregon S University (OSU)	State					
METRICS: Tangible copies of curriculaturned in on time.	lum and instruction format	documented and				
2 Develop application procedure	August 2024	October 2024				
METRICS: Student application develor references; approved by supervisor, a						
3 Develop legal documents/waivers for sintensive and participating neighbors						
METRICS: liability waivers developed department		approved by legal				
4 Develop marketing materials for youth intensive	2024	November 2024				
METRICS: Themed marketing material webpage developed, social media gra		ped, project				
5 Develop marketing materials for partic neighbors		November 2024				
METRICS: Themed marketing material Parks and Recreation community cent graphics developed						
6 Staff training: 2 staff attend and comp		November				
Food Forest Design program	2024	2024				
METRICS: Staff complete OSU's food requirements	Forest Design program and	•				
7 Equipment shed installed and outfitted	d. September 2024	October 2024				
METRICS: Building purchased and ins supplies purchased and installed.						
Objective 2: Continue developing student Science students during school year at p	t volunteers with Holloway project sites	Environmental				
Action Items	Start Date	Completion Date				
1 Work with Holloway Env. Science stud (volunteerism) - spring semester at Pa		May 2024				
METRICS: Pilot landscape bed at Patte plants removed.	erson community center pr	epped - unwanted				
Work with Holloway Env. Science stud (volunteerism) - fall semester at Patter	<del>_</del>	November 2024				
METRICS: Pilot landscape bed planted plants purchased and installed.		endments, food				

0	Objective 3: Begin urban forest restoration project at Oakland's Park					
A	ction Items	Start Date	Completion Date			
1	at Oaklands Park	November 2024	January 2025			
	METRICS: Estimate received from IPC, contract dev supervisor and legal team, work days scheduled widays.					
20	)2 <u>5</u>					
0	bjective 1: Begin Phase 2 of Program development					
	ction Items	Start Date	Completion Date			
1	Promote summer intensive to schools, teachers, parents	January 2025	April 2025			
	Metrics: developed materials from Phase 1 distributions social media, Rutherford County Schools communithrough High School science teachers.					
2	Promote participating neighbors program	March 2025	May 2025			
	Metrics: developed materials from Phase 1 printed a Patterson Park Community Center, McFadden Communications of Communications team.	munity Center, S	Social media,			
3	•	February 2025	May 2025			
	Metrics: 1 summer field trip reserved for a location garden, urban food center, or other site appropriate students and 2 staff. Transporation lined up via Partransportation waivers signed by parents.	for the students	s), for 10			
4		February 2025	May 2025			
	Metrics: At least 2 guest presenters for summer intensive booked for a 1-2 hour presentation on topics relevant to either food forest or ecological landscape design/management. Potential presenters include Invasive Plant Control, Nashville Foodscapes, Community Garden leaders, Ag Extension agents, TN Urban Forestry staff, etc.					
5		March 2025	Sept 2025			
	Metrics: request for proposals sent out, contract service provider selected, professional service agreement signed, materials developed by September 2025					
6	feedback	March 2025	March 2025			
	Metrics: surveys developed and approved by super	1				
7	Work with Patterson Staff on incorporating summer intensive students into their summer food program, to provide breakfast and lunch for students.	March 2025	May 2025			

	Metrics: applications filled out by parents.					
8	Begin Application Period for Summer Intensive	End of March 2025	End of April 2025			
	Metrics: open application by end of March. Close		-			
	Selection committee developed, applications processed, 10 students selected by first of May.					
9	Line up participating neighbors	May 2025	May 2025			
	Metrics: close signups, gather information from applications, communicate with qualifying participants, and compile preferences for classes, tree species, etc.					
10	Supplies purchased for summer intensive	May 2025	May 2025			
	Metrics: all needed supplies cataloged and purch	hased.				
11	Notifications sent out to students	May 2025	May 2025			
	Metrics: Students and parents notified, schedule	es sent out, studer	nt agreement			
	signed and returned, waitlist developed.					
Obje	ective 2: complete first summer intensive					
Acti	on Items	Start Date	Completion Date			
1	Conduct summer intensive at Patterson Park	Late May 2025	Late July			
	Community Center based on OSU's Food Forest Design Certification Program		2025			
	Metrics: classes complete, designs complete, gr					
	presenters, field trip conducted, certificates issu details)	iea (see OSU prop	osai for full			
2	Complete student surveys	August 2025	August 2025			
	Metrics: surveys sent out to students					
3	Program review with staff	August 2025	August 2025			
	Metrics: critical analysis of program successes and deficiencies, plan for improvements developed					
4	Presentation to Commission	Sept 2025	Sept 2025			
	Metrics: program stats interpreted, presentation developed of program successes and deficiencies, presentation delivered to Parks and Rec Commission					

-	ective 3: Continue developing student volunteers wence students during school year at project sites	rith Holloway Env	rironmental		
Acti	on Items	Start Date	Completion Date		
1	Work with Holloway Env. Science students (volunteerism) - spring semester at Patterson Metrics: maintain pilot food forest bed at Patterso	March 2025	May 2025		
	•		T		
2	Work with Holloway Env. Science students (volunteerism) - fall semester at Patterson/Holloway	September 2025	November 2025		
	Metrics: new design prep work complete/existing	ı beds maintained	d		
Obje	ective 4: Participating Neighbors program complete	ed			
Acti	on Items	Start Date	Completion Date		
1	Line up class presenters	August 2025	Nov 2025		
Metrics: class topics selected based on neighbor feedback and partner availability, speakers lined up, classes scheduled, participating neighbors communicated with, class registration set up, single event flyer developed for classes and posted at Patterson, social media, and other communication avenues.					
2	Purchase Trees	September 2025	October 2025		
	Metrics: compile neighbor feedback on tree selecturban forest crew on tree selections, trees ordered		cate with City		
3	Tree Installation	September 2025	November 2025		
	Metrics: proposals received, contract service pro Service agreement completed, planting days sch November.				
4	Participating neighbors classes completed at Patterson	December 2025	February 2026		
	Metrics: classes held in winter, attendance market	ed, program surv	eys sent out		
Obj	ective 5: Begin student internship program				
Acti	on Items	Start Date	Completion Date		
1	Internship selection process developed	May 2025	July 2025		
	Metrics: process developed and approved by supervisor. Parameters include student interest, age, availability, and completion of summer intensive with certification awarded, HR derived application process developed.				
2	Line up continuing education programs (3) for interns	January 2026	February 2026		
	Metrics: At least 2 in-person experiences and 2 online workshops for interns booked for a 1-2 hour training workshop on topics relevant to either food forest, habitat, ecological landscape maintenance or training in specialized management tools including chainsaws, selected herbicide application, prescribed fire, etc. Potential presenters include Invasive Plant Control, Nashville Foodscapes, City Arborist, TDEC, TN Urban Forestry staff, etc.				

		ATTAC	HMENI IHREE		
3	Begin application process	August 2025	Sept 2025		
	Metrics: applications received, interviews conducted				
4	Interns selected	October 2025			
5	Begin internship program	October 2025	May 2026		
Obj	iective 6: continue urban forest restoration project at Oakl	and's Park			
Act	ion Items	Start Date	Completion Date		
1	Contract with IPC to begin invasive management at Oaklands Park	Novembe r 2025	January 2026		
	METRICS: Estimate received from IPC, contract develope supervisor and legal team, work days scheduled with IPC days.				
Obj	jective 7: Begin phase 3 of program development				
Act	ion Items	Start Date	Completion Date		
1	Develop Certificate in Ecological Landscape Design for 2026 Summer Intensive with New Directions in the American Landscape (NDAL)	August 2025	December 2025		
	METRICS: Tangible copies of curriculum and instruction turned in on time.	n format doc	umented and		
2	Develop marketing materials for youth summer intensive 2026	Septembe r 2025	November 2025		
	METRICS: Themed marketing materials developed: 1 flye webpage developed, social media graphics developed	er developed	l, project		
3	Develop marketing materials for participating neighbors 2026	Septembe r 2025	November 2025		
	METRICS: Themed marketing materials developed: 1 flyer developed, posted at Parks and Recreation community centers, project webpage developed, social media graphics developed				
4	Staff training: 2 staff attend and complete NDAL's Ecological Landscape Design program	Novembe r 2025	March 2026		
	METRICS: Staff complete NDAL's ecological landscape of requirements	design progr	am and pass		

202	<u>6</u>	-	TTACHMENT THRE			
Obj	ective 1: Continue phase 3 of program development					
Acti	ion Items	Start Date	<b>Completion Date</b>			
	Begin promotion of summer intensive to schools, teachers, parents	January 2026	April 2026			
	Metrics: developed materials from Phase 1 modified and distri Rutherford County Schools communications team/newsletter,		·			
	Begin promotion of participating neighbors	January 2026	April 2026			
	Metrics: developed materials from Phase 1 modified, printed of Community Center, McFadden Community Center, Social medic Communications team, and Holloway High School communications	ia, Murfreesboro Housi				
	Line up field trips	February 2026	May 2026			
	Metrics: 1 summer field trip reserved for a location TBD (emph or other site appropriate for the students), for 10 students and Rec vehicle, transportation waivers signed by parents.	_	=			
	Line up special guest presenters	February 2026	May 2026			
	Metrics: At least 2 guest presenters for summer intensive book relevant to either food forest or ecological landscape design/n Invasive Plant Control, Nashville Foodscapes, Community Gard Forestry staff, etc.	nanagement. Potential	presenters include			
	modify student surveys for end of course feedback	March 2026	March 2026			
	Metrics: surveys modified and approved by supervisor					
	Begin Application Period for Summer Intensive	End of March 2026	End of April 2026			
	Metrics: open application by end of March. Close applications developed, applications processed, 10 students selected by firs		on committee			
9	Line up participating neighbors	May 2026	May 2026			
	Metrics: close signups, gather information from applications, and compile preferences for classes, tree species, etc.	communicate with qua	lifying participants,			
10	Supplies purchased for summer intensive	May 2026	May 2026			
	Metrics: all needed supplies cataloged and purchased.					
11	Notifications sent out to students	May 2026	May 2026			
	Metrics: Students and parents notified, schedules sent out, studeveloped.	dent agreement signed	d and returned, waitlist			
Obj	ective 2: Complete second summer intensive					
Acti	ion Items	Start Date	Completion Date			
1	Conduct summer intensive at Patterson Park Community Center based on NDAL's Ecological Landscape Design Certification Program	Late May 2026	Late July 2026			
	Metrics: classes complete, designs complete, grades complete, partner presenters, field trip conducted, certificates issued (see NDAL's proposal for full details)					
2	Complete student surveys	August 2026	August 2026			
	Metrics: surveys sent out to students					
3	Program review with staff	August 2026	August 2026			
	Metrics: critical analysis of program successes and deficiencies	s, plan for improvemen	ts developed			

4	Presentation to Commission	Septemb	per 2026	September 2026		
	Metrics: program stats interpreted, presentation developed of presentation delivered to Parks and Rec Commission	program	successes and	l deficiencies,		
-	ective 3: Continue developing student volunteers with Holloway ol year at project sites	Environm	ental Science	students during		
Actio	on Items	Start	Date	<b>Completion Date</b>		
1	Work with Holloway Env. Science students (volunteerism) - spring semester at Patterson	Marc	h 2026	May 2026		
	Metrics: maintain pilot food forest bed at Patterson					
2	Work with Holloway Env. Science students (volunteerism) - fal semester at Patterson/Holloway	II Septe	ember 2026	November 2026		
	Metrics: new design prep work complete/existing beds mainta	ined				
Obje	ective 4: Participating Neighbors program completed					
Actio	on Items	Start	Date	<b>Completion Date</b>		
1	Line up class presenters	Augu	st 2026	November 2026		
	Metrics: class topics selected based on neighbor feedback and classes scheduled, participating neighbors communicated with developed for classes and posted at Patterson, social media, as	, class reg	istration set u	up, single event flyer		
2	Purchase Trees	Septe	ember 2026	October 2026		
	Metrics: compile neighbor feedback on tree selections, commu selections, trees ordered.	ınicate wi	th City urban	forest crew on tree		
3	Tree Installation	Septe	ember 2026	November 2026		
	Metrics: proposals received, contract service provider selected, completed, planting days scheduled. All trees installed by Nove		onal Service ag	greement		
4	Participating neighbors classes completed at Patterson	Dece	mber 2026	February 2027		
	Metrics: classes held in winter, attendance marked, program s	urveys sei	nt out	1		
Obje	ctive 5: Begin student internship program					
Actio	on Items	Start	Date	<b>Completion Date</b>		
1	Line up continuing education programs (3) for interns	Janua	ary 2026	February 2026		
	Metrics: At least 2 in-person experiences and 2 online workshops for interns booked for a 1-2 hour training workshop on topics relevant to either food forest, habitat, ecological landscape maintenance or training in specialized management tools including chainsaws, selected herbicide application, prescribed fire, etc. Potential presenters include Invasive Plant Control, Nashville Foodscapes, City Arborist, TDEC, TN Urban Forestry staff, etc.					
2	Begin application process	Augu	st 2026	September 2026		
	Metrics: applications received, interviews conducted	-		•		
3	Interns selected		October 2026			
4	Begin internship program		October	May 2027		

Obj	Objective 6: continue urban forest restoration project at Oakland's Park				
Action Items Start Date Completion Date					
1	Contract with IPC to begin invasive management at Oaklands Park	November 2026	January 2027		

Item	Description	\$\$Year	\$\$Year	\$\$Year
Charles Comment Day and	0	1	2	3
Student Summer Program	-Grant Tunded			
Certification Program Curriculum Development	Oregon State University (OSU)Food Forest Certification	\$51,000		
	New Directions in the American Landscape (NDAL) Ecological Landscape Design Certification		\$40,000	
Staff Training	OSU's Food Forest Certification Program (3x\$900)	\$0		
	NDAL's Ecological Landscape Design Program (2x\$600)		\$1,200	
Field Trips	Offsite admission fees \$25 for students and staff (x12)		\$300	\$300
Youth Stipend	End of summer \$500 stipend per student x10		\$5,000	\$5,000
Interpretive Signage	Developmet and printing of informative signs for site installs	\$1,500	\$1,500	\$1,500
Promotional Materials	Materials developed to promote summer intensive to students/teachers.	\$500		
Invasive Plant Control, Inc	2 days of invasive wintercreeper treatment at Oaklands Park (\$1650 per day)	\$3,500	\$3,300	\$3,300
Uniforms	\$100 per student x10 (T-shirts, work boots)	\$1,000	\$1,000	\$1,000
Supplies design supplies (graph paper, colored pencils, stencils, etc.), soil amendments, plants/seed, fertilizer, shovels, hand saws, gloves, safety glasses, sunscreen, wheelbarrows, what else?		\$1,500	\$1,000	\$500
Supplies for Equipment shed	Work bench, tool holders, hooks, cabinet	\$1,500	\$500	\$500
Murfreesboro Parks and R	ecreation In-Kind Program Contributions			
Cafeteria staff	PT staff \$13/hr @ 6 hrs a day for 26 days	\$2,100	\$2,100	\$2,100
Equipment Shed	To stay on Holloway Campus in fenced in area	\$9,500		
Food	26 days in the summer: breakfast, lunch, and snack. (approx \$20 a day per student x 10)	\$5,200	\$5,200	\$5,200
Parks and Rec Program staff	FT staff \$31/hr @ 820 hrs per year - coordinate, teach, administer grant	\$25,420	\$25,420	\$25,420
	PT staff \$14/hr @ 820 hrs per year - coordinate, teach, grounds maintenance	\$11,480	\$11,480	\$11,480
Travel Expenses	\$.49/mi x 500 miles		\$245	\$245
Participating Neighbors/P	ublic Outreach-Grant funded	•	•	•
Trees	10-20 Large caliper trees for 10 sites	\$3,500	\$3,500	\$3,500
Tree installation	Private property tree install- approx. \$200 per tree	\$4,000	\$4,000	\$4,000
Gator Bags	For all trees installed	\$500	\$500	\$500
Tree Guild Materials	Cost to develop tree guild planting guides for selected trees.	\$1,200		

Curriculum/Educational Develop programs/supplies for public/neighbors centered around sustainable practices/maintenance/tree care and using harvest.			\$1,000	\$1,000
Instructor fees	For neighbor classes (at least 3)	\$400	\$400	\$400
Promotional Materials	Materials developed to promote summer participating neighbors' program to neighbors.	\$500		
Internship Program-Grant	t funded		1	
Continuing education workshops	Instructor fees for 4 workshops	\$400	\$400	\$400
	Registration fees for 1 online workshop (approx \$50 per student x10)	\$500	\$500	\$500
	Materials and Supplies	\$500	\$500	\$500
Murfreesboro Parks and F	Recreation In-Kind Internship Contributions			
Intern positions	\$13/hr x 2 positions for 6 months (24 weeks at 25 hours a week)		\$15,60 0	\$15,60 0
Intern uniforms	T-shirts/hoodies \$50 per intern		\$100	\$100
		\$\$Year 1	\$\$Year 2	\$\$Year 3
Total costs provided by Pa	rks and Recreation	\$53,70 0	\$60,14 5	\$60,14 5
Total costs provided by Ur	ban and Community Forestry Grant	\$73,00 0	\$64,60 0	\$22,90 0
Total Program costs			\$124,7 45	\$83,04 5
*Blue line items funded by	y grant	_1		L
*Green line items funded	by parks and rec			
		I .	1	1

# **COUNCIL COMMUNICATION**

Meeting Date: 01/30/2025

**Item Title:** Legacy Recognition Policy 1019

**Department:** Administration

**Presented by:** Angela Jackson, Executive Director

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

# **Summary**

Consider approval of the new Legacy Recognition Policy for City retirees.

# **Staff Recommendation**

Approve the Legacy Recognition policy No. 1019.

# **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.

A draft policy was presented in the January 9, 2025 Council Workshop, with suggestions incorporated in the current proposal.

## **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**

Legacy Recognition Policy 1019

# **Employee Handbook**

Policy No: 1019

Policy: Legacy Recognition Program

Effective Date: 1/30/2025

Supersedes Section No: N/A

# 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 OR 30 years combined service with the City
  - Must have been fully retired for at least two (2) years, unless extenuating circumstances warrant an exception, as approved by the selection committee
  - 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 2026, up to four (4) individuals will be selected.
- 4.3 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.
- 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 handdelivered 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,
- 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.

# **COUNCIL COMMUNICATION**

Meeting Date: 01/30/2025

**Item Title:** Beer Permits

**Department:** Finance

**Presented by:** Erin Tucker, City Recorder

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

# Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

## **Staff Recommendation**

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

# **Regular Beer Permits**

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Buonaventure	Buona	2727 Roby	On-		
I, Inc.	Murfreesboro	Corlew Ln.	Premises	Restaurant	New Location
Chipotle	Chipotle				
Mexican Grill	Mexican Grill	2963 S Church	On-		
of CO, LLC	#4937	St.	Premises	Restaurant	New Location

# **Background Information**

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

## **Council Priorities Served**

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

#### **Attachments**

Summaries of Request

## **Beer Application**

Summary of information from the beer application:

Name of Business Entity/Sole ProprietorBuonaventure I, Inc.Name of BusinessBuona MurfreesboroBusiness Location2727 Roby Corlew Ln.

Type of Business Restaurant
Type of Permit Applied For On-Premises

Type of Application:

New Location X
Ownership Change
Name Change
Permit Type Change

Corporation X
Partnership
LLC

Sole Proprietor

5% or more Ownership

Name Jesse Alvarez

**Age** 47

Residency City/State Nolensville, TN

Race/Sex Hispanic/M

**Background Check Findings** 

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

Name Anthony Vendramin

**Age** 57

Residency City/State Chesterton, IN

Race/Sex White/M

**Background Check Findings** 

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

<sup>\*\*\*</sup>I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

# **Beer Application**

Summary of information from the beer application:

Name of Corporation Chipotle Mexican Grill of Colorado, LLC

Name of Business Chipotle Mexican Grill #4937

Business Location2963 S Church St.Type of BusinessRestaurantType of Permit Applied ForOn-Premises

## Type of Application:

New Location X
Ownership Change
Name Change

Corporation or LLC X
Partnership
Sole Proprietor

Manager

Name Nathaniel Thomas

**Age** 51

Residency City/State Hendersonville, TN

Race/Sex Black/M

**Background Check Findings** 

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

**Application Completed Properly?** Yes

Occupancy Application Approved? No

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

<sup>\*\*\*</sup>I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

No Items.