

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**May 1, 2025**

**Public Comment on Actionable Agenda Items**

**PRAYER**

Ms. Madelyn Scales Harris

**PLEDGE OF ALLEGIANCE**

**Consent Agenda**

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

**Minutes**

16. City Council Meeting Minutes (Finance)

**Old Business**

Land Use Matters

Ordinance

17. Ordinance 25-OZ-11 Rezoning property along East Street (2nd and Final Reading) (Planning)
18. Ordinance 25-OZ-13 Rezoning property along Greenland Drive (2nd and Final Reading) (Planning)
19. Ordinance 25-OZ-12 Amending the PCD zoning for property along Joe B Jackson Parkway (2nd and Final Reading) (Planning)

20. Ordinance 25-O-14 Amending the Sign Ordinance – Second-Floor Signs (2nd and Final Reading) (Building and Codes/Planning)

### **New Business**

#### Ordinance

21. Ordinance 25-O-16 Modifying City Court Fees (City Court)

#### On Motion

22. Purchase of Tactical Gear (Fire)
23. Veterans Park Construction Administration Services Task Order No. 4 (Project Development)
24. Murfreesboro Transit Center Contingency Allowance Allocation (Project Development)
25. Full-Scale Biosolids Thermal Dryer SSR Task Order Amendment No. 2 (Water Resources)
26. Aerator 2A Impeller Replacement (Water Resources)
27. WRRF Sodium Hypochlorite Contract (Water Resources)
28. Child Advocacy Center MOU (Police)
29. Purchase of Police Vehicles from Lonnie Cobb Ford (Police)
30. Purchase of Radio Equipment from Motorola (Police)

### **Board & Commission Appointments**

31. Board of Zoning Appeals (Mayor)
32. Historic Zoning Commission (Mayor)

### **Licensing**

33. Beer Permits (Finance)

### **Payment of Statements**

### **Other Business**

### **Adjourn**



# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** FY25 City Manager Approved Budget Amendments

**Department:** Finance

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

**Requested Council Action:**

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

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**Summary**

Notification to Council of City Manager approved budget amendments.

**Background Information**

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

Solid Waste

For the purchase of 10 Big Belly trash cans for the square. Move \$35,000 from Disposal Carts to Machinery and Equipment.

Police

For the city's share of the cost to the repair of the Police firing range. Per the agreement, \$208,000 was funded out of the police operating budget and the rest was to be funded out of Unforeseen. Move \$197,147 out of Unforeseen to Repair & Maintenance – Firing Range.

Planning

For additional funds for the Bubble Plan for the Cherry Lane extension between I-840 and I-24. Move \$75,000 from Unforeseen to Professional Services.

Golf

For additional funds for Bloomfield to better align with the department's overall equipment needs. Move \$2,500 from Landscaping Supplies to Machinery and Equipment.

Facilities

For additional funds needed for HVAC repairs at 2140 N Thompson Lane. Move \$25,000 from Unforeseen to Repair & Maintenance Buildings.

**Council Priorities Served**

*Responsible budgeting*

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

**Fiscal Impact**

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

**Attachments**

Detailed Inter-Fund Budget Requests



... creating a better quality of life

### Inter-Fund Budget Amendment Request

Mr. Gore,

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

Budget Fiscal Year: 2025

Move funds from:

Org 10314008  
Object 535001  
Acct Name Disposal Carts  
Amount \$35,000.00

Move funds to:

Org 10314009  
Object 594000  
Acct Name Machinery and Equipment

Explanation: For purchase of 10 BigBelly cans for the square.

Russell Gossett

Department Head Signature

3/13/2025

Date

Shannon Gartung

Reviewed by Finance

3/14/2025

Date

Approved



Declined



Ron W. Gnr

City Manager

3/17/25

Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



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### Inter-Fund Budget Amendment Request

Mr. Gore,

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

Budget Fiscal Year: 2025

Move funds from:

Org 10130008  
Object 599931  
Acct Name Unforeseen Grant Expenses  
Amount \$197,147.00

Move funds to:

Org 10210008  
Object 526207  
Acct Name Repair & Maint. - Firing Range

Explanation: The current firing range at RCSO was installed in 2008 and MPD has been a partner agency  
regarding use and maintenance of the facility. The RCSO received competitive RFPs for the installation of  
a new concrete, sound barrier wall for a total cost of \$810,295. The County Commission approved this  
purchase by the Sheriff's Office on March 13, 2025. Pursuant to section 7 of the Agreement, the City's share  
of the expense would be \$405,147. \$208,000 of this repair will be funded by the department's FY25  
operating budget, and the remaining \$197,147 will be funded from Unforeseen.

Amanda DeRosa  
Department Head Signature

03/25/2025  
Date

Shannon Gartung  
Reviewed by Finance

03/25/2025  
Date

Approved



Declined



Alan W. Gore  
City Manager

3/27/25  
Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



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### Inter-Fund Budget Amendment Request

Mr. Gore,

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

Budget Fiscal Year: 2025

Move funds from:

Org 10130008  
Object 599931  
Acct Name Unforeseen Grant Expense  
Amount \$75,000.00

Move funds to:

Org 10119008  
Object 525000  
Acct Name Professional Services

Explanation: Add additional funds for the Bubble Plan for the Cherry Lane extension between I-840 and I-24.

Amanda DeRosia  
Department Head Signature

03/25/2025  
Date

Shannon Gartung  
Reviewed by Finance

03/25/2025  
Date

Approved



Declined



Paul W. Gore  
City Manager

3/27/25  
Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



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### **Inter-Fund Budget Amendment Request**

Mr. Gore,

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

Budget Fiscal Year: 2025

Move funds from:

Org 10414208  
Object 532101  
Acct Name Landscaping Supplies  
Amount \$2,500.00

Move funds to:

Org 10414229  
Object 594000  
Acct Name Machinery and Equipment

Explanation: Add additional funds from OFG to Bloomfield to better align with the department's equipment  
needs.

[Signature]  
Department Head Signature

4/4/25  
Date

[Signature]  
Reviewed by Finance

4/3/2025  
Date

Approved



Declined



[Signature]  
City Manager

4/7/25  
Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.





### Inter-Fund Budget Amendment Request

Mr. Gore,

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

Budget Fiscal Year: 2025

Move funds from:

Org 10130008  
Object 599931  
Acct Name Unforeseen Grant Expense  
Amount \$25,000.00

Move funds to:

Org 10120008  
Object 526600  
Acct Name Repair & Maint. Buildings

Explanation: Additional funds needed in repair & maintenance for HVAC repairs at 2140 N Thompson Ln.

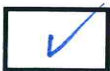
Amanda DeRosia  
Department Head Signature

04/09/2025  
Date

Shannon Gartung  
Reviewed by Finance

04/09/2025  
Date

Approved



Declined



Dan W. Gore  
City Manager

4/9/25  
Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** Tyler Technologies Contract Amendment

**Department:** Finance

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

**Requested Council Action:**

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

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**Summary**

Amendment to the City's contract with Tyler Technologies for Enterprise Resource Planning (E-ERP) software

**Staff Recommendation**

Approve amendment to the City's contract with Tyler Technologies for Enterprise Resource Planning (E-ERP) software

**Background Information**

Tyler Technologies, which hosts the City's financial, fixed assets, purchasing, payroll and human resources software programs, hosts three separate environments. The production environment holds all live data that information is processed through. The Train and Test environments provide access to allow for training and testing outside of the production data.

Due to the high number of upgrades, modules and initiatives being implemented, an additional training environment is needed in order to thoroughly test each process change.

**Council Priorities Served**

*Responsible Budgeting*

The contract amendment reflect the City's increased expenses.

**Fiscal Impact**

The City's annual contract will increase by \$20,000. This additional training environment can be eliminated in the future if no longer needed. This will be funded from the Finance Department budget and Water Resources budget.

**Attachments**

Tyler Technologies Quote





Quoted By: Evan Peoples  
Quote Expiration: 10/20/25  
Quote Name: City of Murfreesboro - ERP -  
Additional SaaS Environment

SaaS Term 1.00

**Sales Quotation For:**

**Shipping Address:**

City of Murfreesboro  
PO Box 1139  
Murfreesboro TN 37133-1139

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Subscription Fees			
Additional SaaS Environment	1	0	\$ 20,000.00
<b>TOTAL</b>		<b>0</b>	<b>\$ 20,000.00</b>

**Summary**

**One Time Fees**

**Recurring Fees**

Total Tyler License Fees

\$ 0.00

\$ 0.00

Total SaaS

\$ 0.00

\$ 20,000.00

Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 0.00</b>	<b>\$ 20,000.00</b>
<b>Contract Total</b>	<b>\$ 20,000.00</b>	

Client's purchase of the items listed above is subject to the Comments below  
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

### Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.  
 Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** Pension Trust Fund Financial Advisor Amendment

**Department:** Finance

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

**Requested Council Action:**

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

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**Summary**

Amendment to the City's contract with Fiducient Advisors for Pension Trust Fund Financial Advisor fees.

**Staff Recommendation**

Approve amendment to the City's contract with Fiducient Advisors to revise Pension Trust Fund Financial Advisor fees

**Background Information**

The City's current fee structure with Fiducient Advisors is 0.15% on the first \$100 million of assets and 0.075% on assets over \$100 million.

The revised contract reflects 0.12% on the first \$100 million of assets and 0.06% on the next \$100 million of assets and 0.032% on assets exceeding \$100 million.

**Council Priorities Served**

*Responsible Budgeting*

The contract amendment reflect the City's increased expenses.

**Fiscal Impact**

The City's investment advisory fees will decrease with the new agreement. When comparing the current contract agreement with the revised proposed agreement, the City's expense would drop by \$42,820 if assets remained flat.

**Attachments**

Revised Fiducient Contract

## AMENDMENT TO AND CONSULTING AGREEMENT

This Amendment ("Amendment") to the to the INVESTMENT ADVISORY AND CONSULTING AGREEMENT dated March 2, 2023 ("Agreement") entered into between **City of Murfreesboro**, (the "Client") and **Fiducient Advisors LLC**, ("Adviser") (each a Party and collectively, the "Parties"). The Parties agree as follows:

**WHEREAS**, the Parties entered into the Agreement for the provision of services (the "Agreement");

**WHEREAS**, the Parties desire to amend the terms of the Agreement;

**NOW THEREFORE**, in consideration of the mutual promises contained in this Amendment, the Parties agree as follows:

1. **SECTION 15(d)**: The following asset-based fee schedule shall supersede and replace any prior asset-based fee provisions:

Annual Fee; The Adviser shall receive an annual asset-based fee, billed and payable quarterly in arrears, equal to the sum of:

- 0.12% per annum on assets up to \$100 million;
- 0.06% per annum on the next \$100 million of assets (i.e., assets between \$100 million and \$200 million); and
- 0.032% per annum on all assets exceeding \$200 million.

2. **Miscellaneous**

(a) Each person executing this Amendment on behalf of a Party represents and warrants that he/she has duly been authorized for the execution of this Amendment and that upon execution of this Agreement it will be a valid and binding obligation of a Party.

(b) Unless otherwise amended herein, the other provisions of the Agreement remain in full force and effect.

**IT WITNESS WHEREOF**, the Parties execute this Agreement as of the date above.

**City of Murfreesboro**

**Fiducient Advisors LLC**

By: Erin Tucker

By:

Its:

Its:



## Item 1 - Cover Page

### DISCLOSURE BROCHURE (FORM ADV PART 2A)

#### **FIDUCIENT ADVISORS LLC**

500 W. Madison, Suite 1700

Chicago, IL 60661

312-853-1000

[www.FiducientAdvisors.com](http://www.FiducientAdvisors.com)

May 31, 2024

This Form ADV, Part 2A (the “Brochure”) provides information about the qualifications and business practices of Fiducient Advisors LLC (“Fiducient Advisors”). If you have any questions about the contents of this Brochure, please contact our Compliance Department at 312-853-1000 or [compliance@fiducient.com](mailto:compliance@fiducient.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Fiducient Advisors is a registered investment adviser (SEC File Number 801-48820, CRD/IARD Number 106720). Registration of an investment adviser does not imply any level of skill or training.

The information provided in this Brochure should not be considered a recommendation to purchase or sell any particular security.

Additional information about Fiducient Advisors is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

[www.FiducientAdvisors.com](http://www.FiducientAdvisors.com)

## **Item 2 - Material Changes**

This Item of the Brochure will discuss only material changes that are made to the Brochure and provide clients with a summary of such changes.

Since the last version of this Brochure, changes to the following sections have been made:

- Item 10. Revisions to Other Financial Industry Activities and Affiliations to add additional affiliations.
- Item 12. Updates to Brokerage practices.



### Item 3 -Table of Contents

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## **Item 4 -Advisory Business**

Fiducient Advisors, LLC is a registered investment adviser with the U.S. Securities and Exchange Commission (“SEC”) with its principal place of business located in Chicago, Illinois. References to “we”, “us”, “our”, “the firm”, “Fiducient Advisors” refer to Fiducient Advisors LLC unless the context otherwise requires.

We provide professional investment advisory and consulting and investment management services to institutional and non-institutional clients including, but not limited to, defined benefit and defined contribution plans (public and private), not-for-profit organizations, registered investment advisers, individuals and family office.

### **A. Ownership and Management**

Fiducient Advisors (formerly DiMeo Schneider & Associates, LLC) was established in 1995. We are currently owned by Fiducient Holdings, LLC, a limited liability company formed in the State of Delaware. Fiducient Advisors is a joint venture with two distinct membership classes. Class A membership interests are owned by individual Partners. Class B membership interest is owned by NFP Corp. (“NFP”). We have maintained a relationship with NFP since September 2000.

NFP also owns other registered investment advisers, broker-dealers, insurance agencies and other product and service providers. Fiducient Advisors is under no obligation to sell any products or recommend any services to our clients as a result of NFP’s ownership.

The Chief Executive Officer, Sabrina M. Bailey is charged with running Fiducient Advisors’ day-to-day operations. She is supported by Fiducient Advisors’ Executive Committee.

### **B. Business Lines**

#### **1. Retirement Plans:**

Our personal approach to working with retirement plan sponsors allows us to build strong, committed relationships with clients and offer tailored strategies intended to help reduce expenses, improve performance and satisfy fiduciary responsibilities.

#### **A. Retirement Plans – Participant Directed**

- **Defined Contribution Plans – ERISA 3(21) Services:** We provide certain non-discretionary services specifically designed to meet the needs of participant-directed plans. These services include assistance in determining the type and number of investments to be offered to participants, a fiduciary governance calendar, development of criteria to be used in selecting service providers, evaluation of recordkeeping fees, investment manager evaluations, drafting governance documents and participant education, which can include

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enrollment seminars and written educational materials. Depending on the situation, some clients will pay a fee to us for certain written educational materials, either as an explicit fee or as part of a bundled fee arrangement.

- **Defined Contribution Plans – ERISA 3(38) Services:** We also accept and acknowledge discretionary authority over retirement plan sponsors' investment options as an ERISA 3(38) investment manager which allows us to select, monitor and replace investment options.

**B. Cash Balance Plans, Traditional Defined Benefit Plans, Non-Participant Directed Defined Contribution Plans, Other Post-retirement Employee Benefits Plans, VEBA Trusts and Taft Hartley Plans**

- We provide investment advice, either on a discretionary or non-discretionary basis, to non-participant directed retirement plans. Client services typically include a fiduciary governance calendar, development/refinement/review of investment policy statements, asset allocation analysis, independent manager search, review and recommendations, investment performance measurement, analysis and reporting, portfolio diagnostic review and vendor searches. For some clients, we may provide asset liability analysis and periodic estimates of the plan's funded position based on information received by the plan's actuary.
- We will also provide other projects or services to non-discretionary and discretionary retirement clients if clients request a specific service and defined in the agreement. Each client situation and level of discretionary authority are different as are the fees we charge for such services.

**C. Fiducient Advisors Financial Wellness Service**

- We provide non-advisory financial education services to plan participants through an interactive Financial Wellness Website offering financial education such as budgeting, debt management, managing credit and retirement.

**D. Fiducient Advisors Pooled Employer Plan**

- We serve as investment manager as an ERISA 3(38) to the Fiducient Advisors Pooled Employer Plan (PEP) within the meaning of ERISA Section 3(43) that is established and maintained by Newport Group, Inc., the Pooled Plan Provider of the PEP, for the purpose of providing retirement benefits to employees of two or more employers.

**2. Endowments and Foundations and other nonprofits:**

Typical client types we serve in this business unit include colleges and universities, hospitals and healthcare groups, associations, independent schools, cultural institutions, charitable organizations, religious institutions, senior living/continuing care institutions and other nonprofit groups.

Our investment approach is predicated on our robust capital market and investment manager research, with a focus on building diversified, efficient and cost-effective portfolios and identifying optimal investment managers. Our approach to serving our endowment and foundation clients involves not only asset allocation and manager selection, but also review/creation of Investment Policy Statements, spending policy, fee negotiation, peer benchmarking, governance and administrative/operational assistance.

- A. OCIO Services (Discretionary):** We assist clients on a discretionary basis with establishing investment objectives and policies. We then assume responsibility for asset allocation and portfolio construction, investment manager due diligence and selection, investment performance measurement, analysis and reporting, operational and administrative support, investment program governance and client education.
- B. Consulting (Non-Discretionary):** We offer non-discretionary investment advice and support to clients. This includes assisting the client with establishing investment objectives and policies, asset allocation, portfolio construction, investment manager due diligence and selection, investment performance measurement, analysis and reporting, investment program governance and client education. Under our non-discretionary model, clients can engage us for our Implemented Services program which includes, based on client need, various levels of administrative and operational support services.

We will also provide other projects or services to non-discretionary and discretionary clients if a client requests a specific service. Each client situation and level of discretionary authority are different, as are the fees we charge for such services.

### **3. Wealth Management-The Wealth Office®**

- A. The Wealth Office®** offers investment and financial planning services to private clients, family offices, corporate executives, business owners and family foundations. Specific client investment strategies are crafted to focus on the client's specific goals and objectives. Fiducient recommends its full financial planning services only to those clients whose needs and financial circumstances warrant such services. In other instances, for those clients who either do not need or desire comprehensive financial planning services, Fiducient offers investment-only services. As part of this service, we will analyze the client's current investment portfolio and will, as necessary, make recommendations relative to the portfolio and its holdings. Those recommendations are based on the client's stated investment goals, objectives and risk tolerance. Similarly, some clients benefit from only receiving financial planning services. As part of this service, we will analyze the client's financial situation and prepare a financial plan for the client, but we will not provide specific investment recommendations or ongoing investment advisory/management services to the client.

- B.** Given that each client situation and level of discretionary authority is different, the fees we charge for such services can vary and are customized based on client scope and circumstances.

**C. Disciplined Portfolio Advisor (“DPA”):**

The DPA investment program is currently closed to new clients.

The DPA investment program is designed for clients who usually fall below our typical minimum account size and can be affiliated with existing clients or friends of the firm. A client in the DPA program accesses our best ideas on asset allocation, manager selection and portfolio rebalancing by investing in low-cost mutual funds and ETFs. As a result, the client will have access to a diversified portfolio similar to one of the hypothetical model portfolios created, monitored and approved by our Investment Committee.

Importantly, it is the responsibility of each client in the DPA program to be actively involved in and formally approve the selection of the appropriate model portfolio strategy. Further, it is the client’s responsibility to notify us of any changes to the information provided on their Confidential Investor Profile. Clients have daily access to a personalized website through their custodian detailing their portfolio and they receive monthly statements or a link with their monthly statements from their custodian.

**D. Model Portfolio Programs**

Separate from but similar to the DPA Program described above, we created and monitor two additional model portfolios programs. The first is accessible to investors associated with advisers who are not affiliated with Fiducient Advisors. In this program, each non-affiliated adviser retains sole responsibility for determining the needs of their client and choosing which model can be appropriate. We do not have direct knowledge of, nor direct communication with, the non-affiliated adviser’s underlying client. The model portfolios have a minimum investment requirement of \$50,000 and are appropriate for clients who wish to pursue one of the following broad investment strategies: cautious, conservative, balanced, moderately aggressive and aggressive.

The second model portfolio program is accessible only to members of the American Society of Association of Executives (“ASAE”). The ASAE Investment Management Solution (formerly known as the ASAE Endowment, Foundation, and Investment Reserve Program) has a current minimum investment requirement of \$500,000 and is appropriate for ASAE members who wish to pursue one of the following broad investment strategies: income, conservative, moderate growth and growth.

Importantly, although ASAE markets this program, advisory contracts are solely between members choosing to invest in the program and us. It is the responsibility

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of each client in the program to be actively involved in and formally approve the selection of the appropriate model portfolio strategy. Further, it is the client's responsibility to notify us of any changes to the information provided on their Confidential Investor Profile. Clients have daily access to a personalized web site through their custodian detailing their portfolio and they receive monthly statements from their custodian.

As it relates to all model programs, it is not possible to invest in shares of any model; instead, a portfolio owns the underlying funds to accomplish the strategic goals of each model. We exercise investment discretion in implementing each strategy and rebalancing the portfolios as appropriate. We have general electronic communications to inform our model portfolio clients about the performance of the hypothetical model portfolios and to highlight current economic developments. Any individual or entity participating in any model program will be required to utilize Charles Schwab & Co., Inc. as broker and custodian. See Item 12 Brokerage Practices for more information.

#### **4. Financial Institutions Advisory Business:**

We assist financial institutions with asset allocation strategies, investment manager research and selection, performance reporting, marketing support and other services in exchange for a flat fee. The representatives of the financial institutions retain the authority to approve or reject all asset allocation strategies, investment manager recommendations or other materials that result from our services. In addition, each representative of the financial institutions retains sole responsibility for determining the needs of their client and in choosing which strategies or managers can be appropriate for them. From time to time, we can enter into a relationship with an underlying client of the financial institution to help provide services described in this Brochure, but only after executing a written investment advisory agreement between us and that underlying client. Other than in these instances, we do not have direct knowledge of, nor direct communication with, the underlying client of the financial institution or registered investment adviser.

Fiducient Advisors serves as investment manager or the sub-adviser to certain private fund vehicles. Where suitable or appropriate, they may be offered to accredited or qualified purchaser clients of The Wealth Office and Foundations and Endowments clients on a private placement basis.

#### **5. Assets Under Advisement and Assets Under Management**

As of December 31, 2023, we had approximately \$26,724,121,929 billion of regulatory assets under management. Assets Under Advisement ("AUA") may appear in client and sales materials in addition to Fiducient Advisors' regulatory Assets Under Management ("AUM"). AUA is presented when, due to the nature of the contractual agreements with certain clients, we provide consultative advice to our clients in a non-discretionary capacity and do not maintain discretionary authority over the clients' portfolios(s). In such relationships, the clients maintain the ability and authority to manage and allocate assets within their own portfolio(s) independent of our advice. Therefore, these clients are not reflected within regulatory assets under management. Instead, these engagements are represented as part of Fiducient's AUA. In the instance that AUA is listed in

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client or sales materials it will be accompanied by relevant disclosure indicating how AUA has been calculated.

## **E. General Services Offered to Clients:**

Based on our contract with a client, we will offer a broad range of services outlined below in several business units. We can also offer additional services which are individually negotiated with each client. These services can be offered through OCIO (Outsourced Chief Investment Officer) model or as non-discretionary investment consulting services.

**1. Asset Allocation Studies** – Assistance is provided in the development and preparation of asset allocation studies and investment policy statements. These services typically involve analyzing a client’s liquidity requirements, performance goals and risk tolerance levels as described to us by the client.

**2. Asset Liability Analysis** – Asset liability analysis focuses on issues of asset mix and its impact on the projected future risk and return of the pension surplus/deficit for defined benefit plans given certain actuarial information provided by each plan’s outside actuary.

**3. Vendor Searches** – We assist clients in evaluating and comparing vendors that provide actuarial, recordkeeping, custodian, trust and other vendor services.

**4. Investment Manager Searches** – We recommend investment managers from those included in our various databases that appear to be suitable for a client based upon information made available by the client (including the client’s goals and financial needs) and by the managers. Where consistent with a client’s profile (including a consideration of suitability, investment objectives, risk tolerance and liquidity needs), we can recommend interest in limited and private offerings, including but not limited to interests in private equity, hedge funds and venture capital investments. Such limited and private offerings carry additional risks which are described in Item 8.

**5. Mutual Fund Searches** – We recommend mutual funds for clients based on our proprietary research and information publicly available.

**6. Performance Monitoring and Evaluation Reports** – We will provide client performance reports on a periodic basis. The performance reports typically provide clients with a summary of assets at the beginning and end of the period, including any additions or withdrawals and industry standard time-weighted rates of return, or IRR, depending on the appropriate measure for a given manager or pool of assets. The reports can also include graphic and tabular presentations of performance (including comparisons to appropriate market indices, inflation and stated goals), as well as market cycle comparisons, performance attribution and risk/return analysis.

We create performance evaluation reports generally based upon custodial data for client accounts and information obtained and analyzed from a wide variety of sources, including information provided directly by investment managers and data services such as Morningstar and Lipper, amongst others. Although the information collected by us is believed to be reliable and we conduct due diligence on investment managers to assess the integrity and reliability of managers we



recommend, we do not independently verify all information, nor do we guarantee the accuracy or validity of such information. For additional information on our manager selection process, please see **Item 8** of this Brochure.

**7. Historical Performance Evaluation Reports** – We provide historical asset performance evaluations for funds and/or managed accounts. Such reports can contain the same types of information as the current reports described above in number 6.

**8. Retirement Plan Education** – As requested by a plan sponsor, we can provide a range of general education/communication services including enrollment meetings, printed materials and various custom programs from time to time.

**9. Performance Attribution Reporting** – Performance attribution reports provide quantitative data regarding an investment manager’s effectiveness with respect to market timing, style implementation, economic sector, and industry and investment selection.

**10. Limited Power of Attorney (“LPOA”) Responsibilities** – Some clients have a written agreement with us and/or their custodian/broker that grants us certain administrative and trading responsibilities. These responsibilities can include an ability to: disburse assets owned by the client as requested and subject to written approval to the custodian from the client; execute portfolio trades pre-approved by the client or executed by us for discretionary accounts; and directly obtain fees earned by us from the respective client accounts held by the custodian/broker. Please refer to Item 15 - Custody for more information.

**11. Customized Services** – Consistent with our goal to satisfy the unique and special needs of our clients, we have accepted certain other responsibilities involving a measure of discretionary control as defined by a written agreement with clients.

**12. Reporting on Excluded Assets:** We make available reports for clients, which provide periodic comprehensive reporting services and which can, if requested by a client, incorporate all the client’s investment assets, including those investment assets that are not part of the assets managed by us (the “Excluded Assets”). The client or their other advisors that maintain trading authority over the Excluded Assets are responsible for the management and performance of the Excluded Assets. Our service relative to the Excluded Assets is limited to reporting and non-discretionary consulting services only and does not include investment implementation. We do not have trading authority for the Excluded Assets. The client or their other investment professionals are responsible for implementing any recommendations made by us for the Excluded Assets.

## **Item 5 - Fees and Compensation**

Due to the bespoke nature of our business, we do not have a standardized fee or uniform fee schedule. The nature of our proposed relationship and the services provided to each client are considered when determining an appropriate fee structure for such client. We believe our fees are competitive and reasonable. However, there may be instances where similar services may be



available for similar or lower fees from other investment managers. All fees are negotiated in advance with the client and will vary depending on several factors, including, but not limited to:

- Complexity of the arrangement;
- Scope of work;
- Type of account(s) (e.g., defined benefit, defined contribution, foundation, endowment, wealth client);
- Number of plans, portfolios, or funds;
- Aggregate assets under management/advisement;
- Number of investment managers; and
- Nature and frequency of meetings and reports.

The fees charged for investment advisory services are specified in the written agreement between Fiducient Advisors and each client. Fiducient's fees do not include any trustee fees, custody fees, sub-advisory fees, brokerage commissions, transaction costs, mutual fund expenses, or other fees a client may incur. Clients are responsible for these separate fees and expenses as well as these other costs.

When we evaluate an investment fund and any relevant share class of such fund, we will generally consider the reasonableness of its net costs by assessing the total expense ratio of such fund and share class as applicable. Certain funds may offer less expensive share classes that have investment minimums which generally must be met individually by each investor. However, depending on the fund, retirement plans for which we serve as 3(38) investment manager may be able to meet the fund's investment minimum based on the combined assets of the relevant plans. There is no guarantee that these combined assets will meet, or continue to meet, any investment minimum. Plan clients that have not engaged us as their 3(38) investment manager may not be eligible for these same share classes. Retirement plan clients with plan expense reimbursement accounts and other clients with similar crediting arrangements are also responsible for considering the fact that we may recommend or select share classes with lower expense ratios, which may generate fewer credits for the plan's benefit.

### **Asset-Based Fees**

- Non-Discretionary Asset-based fees for assets we advise typically range from 0.01% to 1.0 %.
- Discretionary Asset based fees for assets we advise typically range up to .30% for institutional clients and up to 1.0% for Wealth Management

Generally, our fees are billed quarterly, in advance or arrears, and calculated on the value of assets in the account at the end of each calendar quarter.

### **Project-Based Fees**

For project-based client arrangements and financial planning services fees typically range from \$5,000 - \$150,000. We generally charge a client a fixed fee subject to a separate contract or as part of an amendment to the client's existing advisory agreement.

### **DPA & ASAE Program Fees**

For information on fees charged by custodians, brokers, third party service providers, investment managers (including sub-advisers), private funds or mutual funds, clients should refer to their agreements or offering memorandum for those entities or review the prospectus in the case of mutual funds.

In addition to advisory fee paid to their investment adviser, those investors participating in the DPA Program will pay a Model Provider fee to us of 0.25%. As stated in **Item 4** of this document, we have no advisory relationship with investors in the DPA Program and act solely as a model provider in exchange for this fee.

In addition to the above fees, we will charge a portal access fee to certain clients.

### **Performance Based Fees**

Clients of the Wealth Office may be offered pooled investment vehicles where suitable. Clients who directly purchase interests in these pooled investment vehicles, will pay incentive compensation fees to Fiducient Advisors as sub-adviser or Investment Manager. Fees are described in each funds private offering memoranda and supplement(s).

## **GENERAL INFORMATION ON FEES**

### **Negotiability of Fees**

Although we have established the typical fee ranges reflected above, we retain the right to negotiate or waive fees on a client-by-client basis in the future such that the fees may fall outside of the typical fee ranges.

### **Termination of Advisory Relationship**

Typically, a client may terminate its advisory relationship at any time upon no less than 30 days prior notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded to the client, and any earned, unpaid fees will be due and payable. Such fees are prorated based on the number of days left in the billing period.

### **Deduction of Fees**

Some clients give us the authority to automatically deduct our fees from their accounts and others elect to be invoiced. Depending on the underlying investment made by the client, we will charge their fee based on a final value or estimates in the case of certain Private, Hedge Funds or Commingled Trust Investments. We will rely upon the most current valuation information from the manager at the time client accounts are invoiced.

## **Item 6 -Performance-Based Fees and Side-By-Side Management**

Fiducient Advisors receives performance-based fees for the management of private funds for which it serves as sub-adviser. Except as described, Fiducient Advisors typically does not enter performance-based fee arrangements. In performance-based fee arrangements, Fiducient Advisors is incentivized to provide favorable treatment with respect to the allocation of limited investment opportunities.

Fiducient Advisors has compliance procedures in place that it believes are reasonably designed to mitigate such conflicts of interest. With respect to the allocation of investment opportunities, it is Fiducient Advisors' policy to allocate investment opportunities among its clients in a fair and equitable manner that, over time, does not unfairly favor some clients at the expense of others.

## **Item 7 - Types of Clients**

We provide investment consulting and investment management services to retirement plan sponsors, Taft-Hartley plans, endowments and foundations (including hospitals and healthcare organizations, religions institutions, educational organizations, charitable organizations and other nonprofits), private institutions, municipalities, corporations, private funds, families, individuals and financial institutions. Various minimum account sizes or fee levels will apply depending on the type of client.

## **Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss**

Our investment research process includes members of the Research Team, certain Consultants and Performance Analysts, all of whom contribute to the investment research process. This effort is led and supervised by the Chief Investment Officer and the Investment Committee who make the final decision on recommended managers. It is the research effort that has led directly to our evolutionary improvements to the traditional asset allocation model, The Frontier Engineer<sup>®</sup> and to the proprietary rebalancing overlay, The Portfolio Engineer<sup>®</sup>. The firm's Investment Committee consists of voting members who are either senior investment consultants or senior members of the Research Team.

We maintain a proprietary database of over 1,000 managers that either clients use and/or are under consideration for recommended lists. We also screen databases of between approximately 6,000 to 9,000 private managers (depending on the market cycle timing), over approximately 8,000 hedge fund strategies, and over 13,000 strategies within global public markets (fixed income,

equity and real assets), to maintain a “stable” of what we consider to be strong candidates. We cover a wide range of asset classes and styles and do not charge any fees for managers to be included in our database. In addition to the proprietary database, we also purchase data from outside vendors. For certain asset classes, we retain a third-party to make introductions and/or conduct searches for third-party managers. Fees to the third-party search firm are paid by the third-party investment manager, not our clients or us. Managers referred to us through this program are also independently reviewed by us to help ensure they meet our standard due diligence requirements.

We also perform on-site or virtual visits, meet with managers and/or conduct due diligence with managers. In these manager meetings, we typically emphasize areas that cannot be ascertained by quantitative performance analysis: organizational structure, product-specific information, infrastructure, philosophy-buy/sell discipline, portfolio construction, performance, trading and compliance.

Although the asset classes for any client are dependent upon various factors including but not necessarily limited to the client’s investment objectives and eligibility, we generally monitor the following asset classes for clients; applicable material risks for each asset class are listed below and more fully described at the end of **Item 8**:

### **Traditional Asset Classes**

- Global Fixed Income
  - Cash
  - U.S. Treasury Inflation-Protected Securities
  - Investment Grade U.S. Nominal Bonds
  - Custom Liability LDI Bond (or derivative-based) Portfolios (for Pension Plans)
  - Foreign Bonds and Emerging Market Bonds
  - Non-Investment Grade (High Yield) U.S. Nominal Bonds
- Unconstrained Bonds
- Global Equities
  - U.S. Equities (large, mid & small cap)
  - Foreign Developed Equities
  - Emerging Market Equities

### **Alternative Asset Classes**

- Real Assets
  - Real Estate (private and public)
  - Natural Resources
  - Commodity Futures
  - Timberland
  - Infrastructure
  - Broadly Diversified Real Asset Strategies
  - Other Niche Real Asset Opportunities
- Hedge Funds
  - Equity Hedge Strategies

- Event-Driven Strategies
  - Macro Strategies
  - Relative Value Strategies
  - Multi-Strategy Funds
  - Funds of Underlying Hedge Funds
- Private Equity
- Venture Capital Funds
  - Buyout Funds
  - Lower Middle Market Companies
  - Growth Equity Funds
  - Distressed/Special Situation Funds
  - Private Credit
  - Other Niche Private Market Strategies
  - Funds of Underlying Private Equity Funds

Although not meant to be a fully exhaustive list, the following asset classes are currently excluded from our Frontier Engineer<sup>®</sup> asset allocation methodology:

- Insurance-Linked Securities
- Bank Loans
- Global Equity
- Natural Resources Equity
- Publicly-Listed Infrastructure Equity
- Commodity Futures
- Liquid Alternatives

However, even if we do not proactively recommend managers within these asset classes, we have identified a preferred list of investment managers within each asset class listed above for the purpose of meeting the needs of clients who have a different view on the efficacy of each asset class within a diversified investment portfolio. Additionally, while there are certain asset classes we currently do not recommend, we are able to include these classes in models for clients who want these asset classes.

In certain cases, legacy or client directed holdings will likely pass our due diligence process but are not recommended to other clients and are typically maintained in the requesting client's account only.

### **Investment Risks and Risk of Loss**

Investing involves risk of loss that clients should be prepared to bear.

Though our methods of analysis and investment strategies do not present uncommon risks, we do not represent, warrant or imply that our methods of analysis can or will predict future results, successfully identify market tops or bottoms or insulate clients from losses due to market declines.

In any investment strategy there is risk of loss that clients should be prepared to bear including loss of principal and the risk of not achieving investment objectives. Our work in helping clients develop an investment strategy typically extends beyond portfolio structure. We analyze:

- Revenue (Inflows)
- Spending (Outflows)
- Investment Returns (Target Return)

Each client's unique circumstances can lead to the recognition that one of these factors is more rigid or flexible. We believe it is challenging to appropriately structure a portfolio without a clear understanding of each factor and its relative impact on the client. It is essential for an investor to thoroughly understand what risk really means and how to budget for that risk within an investment strategy. Some risks associated with investing are listed below.

*General Market and Economic Risks:* Market and economic risks are a factor in any investment strategy. Volatility could disrupt our investment strategy, decrease the value of our clients' portfolios and adversely impact profitability.

*Market Volatility:* At various times in the past, volatile market conditions have had a dramatic effect on the value of investments, both public and private. In addition, terrorist attacks, other acts of violence or war, health epidemics or pandemics, natural hazards and/or force majeure can affect the operations and profitability of client accounts. Such events also could cause consumer confidence and spending to decrease or result in increased volatility in the U.S. and worldwide financial markets and economy. Any of these occurrences could have a significant impact on the return of a client's investments.

*Liquidity Risk:* Some investments are subject to limited liquidity. This means clients are not able to buy or sell securities quickly enough to prevent or minimize a loss. In addition, clients can be subject to high costs or losses due to wide bid-ask spreads or large price movements. In times of crisis, liquidity risk can even affect investments generally deemed "safe," including money market funds and similar investments.

*Interest Rates Risk:* The value of investments in client portfolios can be impacted by changes in the level of interest rates, the spread between rates, the shape of the yield curve and other rate related movements. These changes can be unpredictable and can cause losses.

*Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investments' originating country. This is also referred to as exchange rate risk.

*Investment Recommendations:* In certain cases, with respect to certain clients, we will recommend products offered by our other clients. Recommendations to clients on products offered by our other clients are disclosed to the client who receives the recommendation. We do not receive any additional compensation related to these types of recommendations.

*Private Investments Risks:* Private investments including private equity, private real estate, venture capital, hedge funds and similar offerings (collectively, "Private Investments") are subject to legal or other restrictions on transfer and a liquid market will likely not exist for such investments. Investors will likely be unable to sell any Private Investments when desired or to realize previously

anticipated fair value when sold. Calculating the fair market value of Private Investments is difficult and the expense of owning Private Investments is generally higher compared to public offerings.

These Private Investments are subject to a variety of risks and their value generally will fluctuate with, among other things, the financial condition of the obligors on or issuers of the assets, general economic conditions, the condition of certain financial markets, political events and developments or trends in any industry. Finally, Private Investments are subject to lower public reporting requirements (if any) and are less transparent than traditional investments such as ETFs or mutual funds.

These Private Investments, in certain cases depending on the investment, will likely use certain strategies, investment techniques and financial instruments that are considered aggressive, including but not limited to, investments in derivatives, short positions and leverage. Such techniques, if implemented by a Private Investment for the client, will cause dramatic changes (losses or gains) in a Private Investment.

Lower Middle Market Companies. The underlying funds of certain Private Investments are expected to consist primarily of lower middle market buyout funds. Compared to larger, publicly traded firms, lower middle market companies generally have more limited access to capital and higher funding costs, may be in a weaker financial position and may need more capital to expand, compete and operate their business. In addition, many of these companies may be unable to obtain financing from public capital markets or from traditional sources, such as commercial banks. Accordingly, investments in these companies may entail higher risks than investments in companies that have larger businesses, greater financial resources, or are otherwise able to access traditional credit sources on more attractive terms.

Investing in lower middle-market companies involves a number of significant risks, including (among other things) that lower middle-market companies:

- may have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which tend to render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns;
- are more likely to depend on the management talents and efforts of a small group of persons; therefore, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on an underlying fund and, in turn, on the investment partnership;
- typically have more limited access to the capital markets, which may hinder their ability to refinance borrowings;
- will be unable to refinance or repay at maturity the unamortized loan balance as we structure our loans such that a significant balance remains due at maturity;
- generally have less predictable operating results, may be particularly vulnerable to changes in customer preferences or market conditions, depend on one or a limited number of major



customers, may from time to time be parties to litigation, may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence, and may require substantial additional capital to support their operations, finance expansion or maintain their competitive position; and generally have less publicly available information about their businesses, operations and financial condition. If the Portfolio Managers are unable to uncover all material information about these companies, the underlying funds may not make a fully informed investment decision and may lose all or part of their investment.

Certain Private Investments recommended by us are offered through private funds and are exempt from registration under the Securities Act of 1933 (“33 Act”) pursuant to Regulation D. Additionally, these Private Investments will typically rely on the “exclusion” from the definition of “investment company” for certain “private” investment companies provided by the Investment Company Act of 1940 (“ICA”). As a result, these Private Investments have not registered and are not subject to regulation under the ICA or 33 Act, and investors are not afforded the protections that such registration and regulation might provide.

*Environment, Social Responsibility and Corporate Governance (“ESG”):* At the request of specific clients, we will make recommendations for ESG strategies that align with the request. In many cases, clients will provide us with their particular ESG parameters. Clients utilizing exclusionary investing strategies could underperform compared to other strategies recommended by us. ESG investments can exclude sectors or industries which could have a negative impact on client accounts. Pursuant to Department of Labor regulation, we will not use non-pecuniary ESG factors in selecting or recommending investments for ERISA plan clients unless meeting the conditions set forth in the regulation.

*Unrelated Business Taxable Income:* We are not an accounting firm or law firm and as such, do not provide legal or tax advice. Clients are responsible for the management of their tax affairs, including, without limitation, the payment of all taxes due and the making of all claims in relation thereto. Clients are encouraged to consult their own financial, tax and legal advisers relating to any investment decision regarding our investment advisory services. Clients sensitive to Unrelated Business Taxable Income (UBTI) can impose guideline restrictions on the purchase of securities having the potential to generate UBTI, such as real estate investment trusts and certain partnerships.

*ETFs and Mutual Fund Risk:* The ETFs and mutual funds recommended by us can include funds invested in domestic and international equities, including real estate investment trusts (REITs), corporate and government fixed income securities and commodities. Equity securities can include large capitalization, medium capitalization, small capitalization and micro- capitalization stocks. ETF and mutual fund shares invested in fixed income securities are subject to the same interest rate, inflation and credit risks associated with the underlying bond holdings.

Among the higher-risk ETFs used in our investment strategies are small capitalization stock funds, foreign developed and emerging markets funds, high yield bond funds and funds that invest in commodities or other real assets. Conservative fixed income securities have lower risk of loss of principal, but most bonds present the risk of loss of purchasing power through lower expected return. This risk is greatest for longer-term bonds.



*Equity Securities Risk:* Equity securities (common, convertible preferred stocks and other securities with values tied to the price of stocks, such as rights, warrants and convertible debt securities) could decline in value if the issuer's financial condition declines or in response to overall market and economic conditions. A fund's principal market segment(s) such as large cap, mid cap or small cap stocks, or growth or value stocks, can underperform other market segments or the equity markets as a whole. Investments in smaller companies and mid-size companies can involve greater risk and price volatility than investments in larger, more mature companies.

*Options Risk:* Investing in options can provide a greater potential for profit or loss than an equivalent investment in the underlying asset. The value of an option can decline because of a change in the value of the underlying asset relative to the strike price, the passage of time, changes in the market's perception as to the future price behavior of the underlying asset or any combination thereof. We do not actively recommend options or pursue option strategies for our clients.

*Risks Associated with Non-U.S. Investments:* From time to time, we make recommendations on investments outside the U.S. Such investments involve risks and special considerations, some of which are not typically associated with U.S. investments. These include political risks, economic risks, legal risks, foreign currency and exchange risks, accounting and tax risk, restrictions on repatriation of capital and profits and different tax requirements. Differences in tax and accounting standards and difficulties in obtaining information about foreign companies can negatively affect investment decisions. Unlike more established markets, emerging markets can have governments that are less stable, markets that are less liquid and economies that are less developed.

*Government, Political and Regulatory Risk:* U.S. and foreign legislative, regulatory and other government actions which can include changes to regulations, the tax code, trade policy or the overall regulatory environment can negatively affect the value of securities in a client's account. These regulatory risks can negatively impact a client's account by increasing the costs associated with a client account.

*Government and Municipal Securities Risk:* U.S. Government securities are subject to interest rate and inflation risks. Not all U.S. Government securities are backed by the full faith and credit of the U.S. Government. Certain securities issued by agencies and instrumentalities of the U.S. Government are only insured or guaranteed by the issuing agency or instrumentality. As a result, there is a risk that these entities will default on a financial obligation.

Municipal securities are subject to various risks based on factors such as economic and regulatory developments, changes or proposed changes in the federal and state tax structure, deregulation, court rulings and other factors. Repayment of municipal securities depends on the ability of the issuer or project backing such securities to generate taxes or revenues. There is a risk the interest on an otherwise tax-exempt municipal security can be subject to federal income tax.

*Reliance on Management and Financial Reporting:* Many of the investment strategies implemented or recommended by us rely on financial information made available by issuers or third-party managers. We will not necessarily have the ability to independently verify the financial information disseminated by the issuers or third-party managers and will be dependent upon the integrity of both the management of these issuers and the financial reporting process in general.

Recent events have demonstrated the material losses that investors can incur because of corporate mismanagement, fraud, and accounting irregularities.

*Cybersecurity:* Our information and technology systems can be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by our professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although we have implemented various measures to protect the confidentiality of our internal data and to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, we will likely have to make a significant investment to fix or replace them. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in our operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to clients. Such a failure could harm our reputation or subject it to legal claims and otherwise affect our business and financial performance. We will seek to notify affected clients of any known cybersecurity incident that will likely pose a substantial risk of exposing confidential personal data about such clients to unintended parties.

*Non-Discretionary Investment Advice:* In addition, we do not render, nor are we responsible for rendering, any legal, accounting, or actuarial services to clients. Our non-discretionary consulting services are generally limited to recommendations and are usually not binding on the client. Clients retain absolute discretion over (and therefore responsibility for) the implementation and trading of our recommendations. We encourage clients to fully evaluate such recommendations. We do not assume any responsibility for the conduct or investment performance, either historical or prospective, of any manager or fund recommended by us and selected by a client. Moreover, the prior performance of a manager or fund is not necessarily indicative of such manager's or fund's future results. All consulting services and recommendations are tailored based on the individual needs and objectives of each client.

*Third-Party Client Service Providers:* We do not serve as an attorney, accountant or licensed insurance agent and no portion of our services should be construed as legal, accounting or insurance sales activity. To the extent requested by a client, we can refer the services of other professionals for certain noninvestment implementation purposes (i.e., attorneys, accountants, insurance agents). The client is under no obligation to engage the services of any referred professional. The client retains absolute discretion over all implementation decisions. Clients are responsible for retaining third-party professionals.

*Limitations of Activities and Liability:* Clients that engage us for retirement plan services acknowledge that we do not generally provide personalized investment advice to any plan participant. However, plan participants that are interested in our wealth management services will be allowed to retain us subject to the plan participant executing a separate agreement with us. In addition, plan participants are responsible for implementing any transactions that are necessary or appropriate in their own individual account. We do not act as an agent in connection with personalized investment advice to any plan participant.

The risk of loss described herein should not be considered an exhaustive list of all the risks that clients should consider.

## **Item 9 - Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management. We have no information applicable to this Item.

## **Item 10 - Other Financial Industry Activities and Affiliations**

As mentioned in **Item 4** of this Brochure, we operate as a joint venture with NFP. Fiducient Advisors is owned by or under common control with NFP Corp., which also owns, or is under common control with, other registered investment advisers, a broker-dealer, insurance agencies and other product and service providers (“NFP Affiliates”). From time to time, we may make available or recommend that you purchase or sell products and services from or through NFP Affiliates and these NFP Affiliates and our firm may receive compensation as a result of such recommendations. This situation creates a conflict of interest since it results in increased compensation to an NFP Affiliate or our firm when you engage that NFP Affiliate for such products and services.

NFP Corp. became an affiliate under common control with Aon, PLC on April 25, 2024. The extent our firm makes available or recommends any products and services from or through any of the Aon companies, and such Aon companies receive compensation because of such activities, then a conflict of interest exists since it results in increased compensation to an affiliate of our firm.

Firm personnel may be investors and/or partners/members in private investment partnerships, limited liability companies or corporations that invest in securities or private equity opportunities. Certain investors in the private investment partnerships, limited liability companies or corporations may also independently be clients of the Firm.

Fiducient Advisors does not act as an advisor, sponsor or placement agent for these private investment partnerships, limited liability companies or corporations.

One or more of our Associates serve on third-party advisory boards. This arrangement creates a conflict of interest which we mitigate by subjecting such Associate(s) to our Code of Ethics. Certain Associates of ours serve on various boards as directors. In certain circumstances, an Associate will serve on the board of directors for a client as a director. In some cases, Associates can receive a fee for serving as a director on the board of a non-client.

A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and will likely engage in a combination of these options): (i) leave the money in the former employer’s plan, if permitted, (ii) roll over the assets to the new employer’s plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account (“IRA”), or (iv) cash out the account value (which could, depending upon the client’s age, result

in adverse tax consequences). If we recommend that a client roll over their retirement plan assets into an account to be managed by us, such recommendation creates a conflict of interest because we will earn an advisory fee on the rolled over assets. No client is under any obligation to roll over retirement plan assets to an account managed by us.

### **Item 11 - Code of Ethics, Participation in Client Transactions and Personal Trading**

We have adopted a Code of Ethics expressing our commitment to ethical conduct. Our Code of Ethics describes the firm's fiduciary duties and responsibilities to clients and sets forth our procedures related to personal securities transactions of our supervised persons with access to client information. Our officers, directors, and employees may buy or sell securities for their personal accounts identical to or different than those held by our clients. It is our policy that no supervised person shall prefer his or her own interest to that of a client or make personal investment decisions based on the investment decisions of clients. Further, we also may recommend to clients the purchase of shares in mutual funds and exchange-traded funds when consistent with the client's investment guidelines and objectives in which we or have a financial interest.

To supervise compliance with our Code of Ethics, we require that all Covered Persons, as that term is defined in Fiducient Advisors' Code of Ethics, provide annual securities holdings reports and quarterly transaction reports to the firm's Chief Compliance Officer (or their designee). All Covered Persons must acknowledge the Code of Ethics terms initially within 10 days of hire (or being deemed a Covered Person) and at least annually thereafter. We require these Covered Persons also to obtain approval from the Chief Compliance Officer (or their designee) prior to investing in any IPOs or private placements.

We require all individuals to act in accordance with all applicable federal and state regulations governing registered investment advisory practices. Our Code of Ethics further includes the firm's policy prohibiting the misuse of material non-public information. Any individual found in violation of the above may be subject to discipline.

We generally do not have financial relationships for which we get paid by any financial or investment organizations except for financial or investment organizations who are clients paying for our consulting services. For example, if we provide investment consulting services for the 401k plan of a bank or a money management firm, the fees paid to us by the bank or money management firm are only for our retirement plan consulting services. We receive no other cash compensation from these clients. We also do not receive 12b-1 fees from mutual funds.

We will provide a complete copy of our Code of Ethics to any client or prospective client upon request to the Fiducient Advisors Compliance department at [compliance@fiducient.com](mailto:compliance@fiducient.com).

### **Item 12 -Brokerage Practices**

Fiducient Advisors does not maintain custody of your assets that we manage or which we advise, although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 15—Custody, below). Your assets must be maintained in an account at a “qualified custodian,” generally a broker-dealer or bank. In certain instances, we recommend or require that our clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian. While we recommend or require that you use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. Conflicts of interest associated with this arrangement are described below as well as in Item 14 (Client referrals and other compensation). You should consider these conflicts of interest when selecting your custodian.

### **How we select brokers/custodians**

If we recommend or require that you use a custodian/broker to hold your assets and execute transactions, we will evaluate that broker on terms that overall are most advantageous when compared with other available providers and their services. We consider a wide range of factors, including:

- The combination of transaction execution services and asset custody services (generally without a separate fee for custody).
- The capability to execute, clear, and settle trades (buy and sell securities for your account).
- The capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.).
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds ETFs, etc.)
- Quality of services.
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.).
- Reputation and financial strength.
- Prior service to us and our clients.

### **Services That Can Benefit Clients**

Our recommended or selected broker’s institutional brokerage services can include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through the broker include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. The recommended broker’s services described in this paragraph generally benefit you and your account.

### **Services That Do Not Directly Benefit You**

Our recommended or selected broker also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in managing and administering our clients’ accounts and operating our firm. This includes software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts

- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting
- Educational conferences and events

Our selected broker/custodian provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. The selected broker/custodian also discounts or waives its fees for some of these services or pays all or a part of a third party's fees. If you did not maintain your account with our selected broker/custodian, we would be required to pay for those services from our own resources.

### **Our interest in Broker/Custodian's Services**

The availability of these services described above benefits us because we do not have to produce or purchase them. These services are not contingent upon us committing any specific amount of business to broker/custodian in trading commissions. The fact that we receive these benefits from broker/custodian is an incentive for us to recommend or require the use of broker/custodian rather than making such a decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that taken in the aggregate our selection or recommendation of the provider as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of the broker/custodian's services (see "How we select brokers/ custodians") and not broker/custodian's services that benefit only us.

### **Execution of Trades**

Fiducient Advisors may be able to obtain a better execution and negotiate more favorable brokerage commissions for its clients by aggregating orders in the same security with the objective of executing a block of the security for various clients. Whenever we determine that it is in the client's best interest to aggregate/block client orders, we will attempt to execute the transactions in this manner. Shares executed in block transactions are generally allocated pro-rata relative to account assets among the clients for whom the security is being traded. Shares allocated in accordance with these procedures are priced based on the weighted average price of the executions. Fiducient Advisors periodically review its trading practices to ensure it is providing best execution to its clients.

### **Trade Errors**

Consistent with its fiduciary duties, Fiducient Advisors' policy is to take utmost care in making and implementing investment decisions for client accounts. To the extent that trade errors occur, Fiducient Advisors seeks to ensure that the client's best interests are served when correcting such errors.



In most cases we correct trade errors via the executing broker's trade error desk. This process effectively cancels the original trade and replaces it with the correct trade by moving the original trade into either the broker's account or our assigned trade error account and putting the correct trade into your account. If there is a loss, the client will be reimbursed for that loss including any related transaction costs. Brokers will typically invoice us or deduct the costs related to the trade error loss from Fiducient Advisors' trade error account. Occasionally, this method of correcting an error results in a gain when the cost of the correct trade is lower at the time of correction than it would have been when originally placed. Since this gain occurs outside of the client account, we do not credit such gains to your account. Depending on the rules and procedures of the executing broker, the gains and losses are either reconciled by the broker within our trade error settlement accounts or the gross amount of the gains are donated to charity and the losses entirely borne by us.

Should we elect to correct an error by placing a new trade rather than cancelling the original trade and this method of correction results in a gain, such gain is retained by you since the error correction occurs directly in your account.

### **Directed Brokerage**

Clients may direct Fiducient Advisors to use a particular broker-dealer to execute some or all transactions for the client. When this occurs, Fiducient Advisors will not seek better execution services or prices from other broker-dealers. As a result, the client may pay higher transaction costs and/or may receive less favorable pricing on transactions for the account than would otherwise be the case. Subject to its duty of best execution, Fiducient Advisors may decline a client's request to direct brokerage if the Firm determines, in its sole discretion, that such directed brokerage arrangements would result in difficulties for the Firm.

### **Item 13 -Review of Accounts**

Client accounts are reviewed by an Associate of ours (generally a Partner and/or senior professional) on a periodic basis, or when changes in client circumstances or market conditions dictate.

Clients will receive quarterly or monthly reports from their custodian that include the value of the securities held in the client's account, as well as a confirmation of securities transactions during that period. Generally, these reports include information relating to the composition and market value of the client's portfolio, including the amount of any gains and losses, as well as the performance comparison information to industry indices and other relevant benchmarks.

Such reports are made available to Fiducient clients through the client's custodian. Fiducient reviews such reports periodically but is not responsible for the accuracy or maintaining copies of the reports for or on behalf of clients.

## **Item 14 - Client Referrals and Other Compensation**

Affiliate Referrals From time to time, we receive client referrals or give client referrals to certain of our affiliates, (including, but not limited to NFP Retirement and Wealthspire Advisors), which are subsidiaries of NFP. In these situations, we compensate or support payment of compensation to the referring consultant for the referral. Actual payment to the referring individual is dictated by the role of the referring consultant and internal organizational compensation policies. Client referrals by our affiliates that result in compensation to a referring consultant will be paid on a percentage rate incentive. Fiducient Advisors employees may receive internal compensation (as outlined in Fiducient Advisors' organizational compensation policies) for referring prospective or current clients to Fiducient. There are also situations where no compensation is paid to Fiducient Advisors for making referrals to our affiliates Third-Party Referrals. We may also receive client referrals from certain non-affiliated third-parties with whom we have entered into an agreement to do so.

For affiliate or third-party referrals where compensation is paid, the referral fees are paid out of Fiducient Advisors' fees. Our fees are not inflated to offset the referral fees paid to solicitors. The amount of the referral credit is typically a percent of the fees paid by the referred client over a specified period after the referral. While such arrangements raise a conflict-of-interest consideration for us, compensation policies are structured with the goal to mitigate such conflicts and to comply with applicable law, including regulations and guidance applicable to client portfolios.

## **Item 15 -Custody**

Pursuant to Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended, we are deemed to have custody of certain client accounts because we direct the payment of our advisory fees or the client grants us authority to move money or pay expenses from such accounts. Generally, each client appoints a third-party qualified custodian for the client's funds and securities. In these circumstances, all assets of each such client are held by a qualified custodian and account statements are delivered at least quarterly directly from the qualified custodian to the independent representative designated by the client to receive such statements. For these accounts, we arrange for an independent public accountant to conduct a surprise asset verification of the assets annually.

Clients should receive at least quarterly statements from the broker-dealer, bank or other qualified custodian that holds and maintains the client's investment assets. We urge clients to carefully review such statements and compare official custodial records to the reports we provide.

Please see Item 9 on Form ADV, Part 1 for additional custody disclosures.

## **Item 16 - Investment Discretion**

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In some cases, we receive discretionary authority from the client at the outset of an advisory relationship to select the identity and number of securities to be bought or sold. This discretion will be exercised in a manner consistent with the stated investment objectives for a particular client account. When selecting securities and determining amounts, we observe the investment policies, limitations and restrictions of the clients. Investment guidelines and restrictions are generally provided to us in writing.

### **Item 17 - Voting Client Securities**

We vote proxies for some, but not all, of our clients. When agreed to with a client, we will vote proxies held in a client's account. We have retained Institutional Shareholder Services Inc. ("ISS") as a proxy voting service provider to assist in connection with voting client proxies.

As a third-party proxy advisory company, ISS makes recommendations on how to vote proxies in accordance with their pre-determined guidelines. Generally, we vote in line with the recommendation of ISS provided we believe it is in the best interest of a client and there is no material conflict. If a material conflict of interest relating to a proxy arises between us and a client, we will review the conflict and determine the appropriate course of action, which can include a decision to vote the proxy in a particular manner, delegating proxy voting responsibility to the third-party proxy advisory company, passing the vote through to the client directly or abstaining from the vote.

Clients can obtain from us our Proxy Voting Policy, as well as information about how we voted clients' securities by contacting our Compliance Department. In certain circumstances, we provide general monitoring services and advice to clients regarding the voting of proxies. However, we generally do not provide advice about issues raised by proxy solicitations or other requests for corporate actions.

Clients can obtain proxy materials directly by written request to the account's custodian. For information about how to obtain proxy materials from a custodian, clients can contact us by email at [compliance@fiducient.com](mailto:compliance@fiducient.com), or by mail to the address on the front of this Brochure.

### **Item 18 - Financial Information**

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients and have not been the subject of a bankruptcy proceeding. We do not require prepayment of more than \$1,200 in fees per client, six months or more in advance.

## **Fiducient Advisors, L.L.C.**

500 W. Madison, Suite 1700

Chicago, IL 60661

312-853-1000

[www.fiducientadvisors.com](http://www.fiducientadvisors.com)

### **Form ADV, Part 2B – Brochure Supplement**

Dated: November 5, 2024

This brochure supplement provides information about the following individuals (listed in alphabetical order): Gregory F. Adams, Eileen F. Allgrove, Sabrina M. Bailey, Mark A. Baker, Jeff D. Benoit, Michael S. Benoit, Scott G. Boulton, Nicholas P. Breit, V. Shreya Canakapalli, Jeffrey J. Capone, Richard A. Carey, Brian P. Carlson, Michael J. Chase, Christian S. Coleman, Joseph S. Cortese III, Robert A. DiMeo, Andrew J. Doten, Steven C. Dufault, Kerry L. Elsass, Michael P. Emerson, Ahmed O. Farruk, Jonathon J. Fellows, Will S. Fisher, Devon C. Francis, Matthew J. Fratini, Taylor J. Furmanski, Ryan T. Gardner, Guadalupe Gómez, Michael E. Goss, Maura K. Goulart, James M. Jensen, Christine M. Jordan, Christopher F. Kachmar, Matthew J. Kaminski, Frank Locatell, Bradford L. Long, Robert H. Lowry, Jessica P. Ludwig, Sean P. McCaffery, Carol F. McShera, James Modelski, Ryan L. Murphy, Peter D. Nadeau, Marycarmen Nevarez, Adam P. Newell, Timothy C. Ng, Dawuanta D. Northern; Anthony M. Novara, Kevin P. O'Connell, Angelique G. Pappas, Karen R. Paulson, Kathryn J. Pizzi, Tyler B. Polk, Matthew P. Porter, Eric E. Ramos, Louis M. Ressler, Jacqueline A. Rondini, Christopher J. Rowllins, Andrew B. Salak, Brian J. Samuels, Joseph A. Scime, Barrett R. Scott, Matthew T. Smith, Vincent M. Smith, Stephen W. Spencer, Michael J. Sustarsic, Joseph M. Syron, David M. Thome, Chad A. Tischer, Anthony J. Tranghese, Brian M. White, Leslie A. Whitney and Altan O. Wuliji. It supplements the Fiducient Advisors, L.L.C. ("Fiducient") firm brochure (Form ADV, Part 2A) that you should have also received. Please contact the Compliance Department at the phone number above if you did not receive Fiducient's firm brochure or if you have any questions about the contents of any part of our Form ADV.

[www.FiducientAdvisors.com](http://www.FiducientAdvisors.com)

This brochure supplement identifies the Fiducient employees who have the most significant responsibility for providing investment consulting advice to clients and have direct client contact, have discretionary authority over client assets, along with those who have the most significant responsibility for the firm's Investment Committee. Where applicable, we have disclosed any professional designations obtained by these individuals, and you will find brief explanations of those designations on the back page. Clients may also routinely interact with other Fiducient employees who are not permitted by the firm to formulate investment advice for clients; however, those employees are not identified in this brochure supplement.

## **Gregory F. Adams**

### **Educational Background, Professional Designation, and Business Experience**

Gregory is a Senior Consultant at Fiducient. He was born in 1985, and graduated from the University of Connecticut in 2008 with a Bachelor of Arts in Economics.

He earned the professional designation of Chartered Financial Consultant (ChFC®). Gregory joined Fiducient in 2020, and prior to that, he was a Consultant for Fiduciary Investment Advisors, LLC beginning in 2017.

### **Disciplinary Information**

Gregory has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Gregory is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Gregory does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Gregory is supervised by Vincent Smith, Partner, Senior Consultant, and Nonprofit Defined Contribution Practice Leader at Fiducient. Vincent can be reached at 312-853-1000.

## **Eileen F. Allgrove**

### **Educational Background, Professional Designation, and Business Experience**

Eileen is a Principal and Senior Consultant at Fiducient. She was born in 1972, and graduated from Allegheny College in 1994 with a Bachelor of Arts in History and Political Science and in 1997 with a Juris Doctor from Western New England University School of Law. Eileen received a Master of Science in Taxation from University of Hartford in 2000. She earned the professional designation of Certified Financial Planner (CFP®) and Certified Divorce Financial Analyst (CDFA®).

Eileen joined Fiducient in 2020, and prior to that she was an Associate Director for Fiduciary Investment Advisors, LLC beginning in 2017. Fiduciary Investment Advisors, LLC merged with Fiducient in 2020.

### **Disciplinary Information**

Eileen has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Eileen is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Eileen does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Eileen is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.

## **Sabrina M. Bailey**

### **Educational Background, Professional Designation, and Business Experience**

Sabrina is a Managing Partner and Chief Executive Officer at Fiducient. Sabina was born in 1978. She graduated from George Fox University in 2000 with a Bachelor of Science (BS) in Business Administration and Management and 2008 with a MBA in Organizational Leadership.

Sabrina joined Fiducient in 2023, and prior to that, she was the Global Head of Investment & Wealth Solutions at London Stock Exchange Group from 2021 to 2023. Prior to joining LSEG, Sabrina held several senior leadership positions at Northern Trust Asset Management from 2015 to 2021, including the CEO of Emotomy, Head of Digital Investment Advice, and Global Head of Retirement Solutions.

### **Disciplinary Information**

Sabrina has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Sabrina is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

As a Managing Partner, Sabrina receives an economic benefit based on the overall profitability of Fiducient. Sabrina does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Sabrina is a Managing Partner and Chief Executive Officer at Fiducient, and as such, is supervised by the Firm's Board of Directors.

## **Mark A. Baker**

### **Educational Background, Professional Designation, and Business Experience**

Mark is a Regional Director and a Senior Consultant at Fiducient. He was born in 1957, and has a Bachelor of Business Administration from Southern Methodist University and a Master of Business Administration from the University of Texas at Austin.

He earned the professional designation of Chartered Financial Analyst (CFA®). Prior to joining the Firm in 2018,

Mark was Managing Director and Head of Clearbrook Investment Consulting's Advisory Practice, where he serviced corporate, nonprofit, and high-net-worth clients. Mark also served as a Managing Director in the Boston office of CRA Rogerscasey, LLC and as Chief Investment Analyst for the Pension Investment Division of the Massachusetts State Treasury.

### **Disciplinary Information**

Mark has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Mark is a member of the Investment Advisory Committee of the Cohasset Library Trust. Mark does not have a financial interest in the Cohasset Library Trust. Mark is a treasurer and member of the board of directors of Notre Dame Academy in Hingham, Massachusetts. These business activities do not provide compensation, nor do they involve a substantial amount of his time.

### **Additional Compensation**

Mark does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Mark oversees the management, strategic initiatives and business development of Fiducient's Boston office and is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Jeff D. Benoit**

### **Educational Background, Professional Designation, and Business Experience**

Jeff is the Director of Taft Hartley Consulting at Fiducient. He was born in 1957 and he earned the professional designation of Certified Investment Management Analyst (CIMA®).

Jeff has been with Fiducient since 2000.

### **Disciplinary Information**

Jeff has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Jeff is not actively engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Jeff does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Jeff is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting. Jessica can be reached at 312-853-1000.



## **Michael S. Benoit**

### **Educational Background, Professional Designation, and Business Experience**

Michael is a Managing Partner and a Senior Consultant at Fiducient. He was born in 1961, and graduated from Bradley University in 1984 with a Bachelor of Science in Industrial Engineering.

He earned the professional designation of Certified Investment Management Analyst (CIMA®) and Certified Financial Planner (CFP®). Michael was a co-founder of Fiducient in 1995.

### **Disciplinary Information**

Michael has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Michael is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Managing Partner, Michael receives an economic benefit based on the overall profitability of Fiducient. Michael does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Michael is a Partner and is supervised by Sabrina Bailey, Managing Partner and Chief Executive Officer at Fiducient. Sabrina can be reached at 312-853-1000.

## **Scott G. Boulton**

### **Educational Background, Professional Designation, and Business Experience**

Scott is a Principal and Senior Consultant at Fiducient. He was born in 1988 and graduated from the University of Northern Colorado in 2010 with a Bachelor of Science in Business Administration with an emphasis in Management.

Scott joined Fiducient in 2020, and prior to that he was a Consultant at Fiduciary Investment Advisors, LLC. Scott joined Fiduciary Investment Advisors, LLC in 2014 which merged with Fiducient in 2020. Scott joined Fiducient in 2020.

### **Disciplinary Information**

Scott has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Scott is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Scott does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Scott is supervised by Vincent Smith, Partner, Senior Consultant, and Nonprofit Defined Contribution Practice Leader at Fiducient. Vincent can be reached at 312-853-1000.

## **Nicholas P. Breit**

### **Educational Background, Professional Designation, and Business Experience**

Nicholas is a Partner and Director of Financial Planning Services at Fiducient. He was born in 1978, and graduated from the University of Illinois in 2002 with a Bachelor of Arts in Finance and Economics.

He earned the professional designations of Certified Financial Planner (CFP®) and Chartered Financial Analyst (CFA®). Nick joined Fiducient in 2007, and prior to that he was a Senior Financial Planner at The Ayco Company.

### **Disciplinary Information**

Nicholas has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Nicholas is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Nicholas receives an economic benefit based on the overall profitability of Fiducient. Nicholas does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Nicholas is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.

## **V. Shreya Canakapalli**

### **Educational Background, Professional Designation, and Business Experience**

Shreya is a Principal and Senior Consultant at Fiducient. She was born in 1989 and graduated from Indiana University in 2011 with a Bachelor of Science in Business.

She earned the professional designation of Chartered Financial Analyst (CFA®). Prior to joining Fiducient in 2012, Shreya was an Analyst at Northern Trust Hedge Fund Services.

### **Disciplinary Information**

Shreya has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Shreya is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Shreya does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Shreya is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting. Jessica can be reached at 312-853-1000.

## **Jeffrey J. Capone**

### **Educational Background, Professional Designation, and Business Experience**

Jeffrey is a Partner and Senior Consultant at Fiducient. He was born in 1972, and graduated from Bucknell University in 1994 with a dual degree, a Bachelor of Arts in International Relations and a Bachelor of Arts Spanish, and a Master of Business Administration in 1990 from Tuck School at Dartmouth College.

Jeffrey joined Fiducient in 2020, and prior to that, he was a Senior Consultant at Fiduciary Investment Advisors, LLC beginning of 2009.

### **Disciplinary Information**

Jeffrey has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Jeffrey is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Jeffrey receives an economic benefit based on the overall profitability of Fiducient. Jeffrey does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Jeffrey is supervised by Karen Paulson, Partner and Senior Consultant Fiducient. Karen , can be reached at 312-853-1000.

## **Richard A. Carey**

### **Educational Background, Professional Designation, and Business Experience**

Richard is a Consultant at Fiducient. He was born in 1991 and earned his Bachelor of Science in Economics and a Minor in Political Science from Syracuse University in 2014. Richard also earned a graduate certificate in ESG Investment Management from Bentley University in 2023.

Richard earned the professional designation of Chartered Financial Analyst (CFA®). Richard joined Fiducient in 2020, and prior to that he was a Consulting Analyst at Fiduciary Investment Advisors, LLC beginning in 2015.. Prior to joining the Firm, he worked with AXA Advisors LLC.

### **Disciplinary Information**

Richard has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Richard is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Richard does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Richard is supervised by Brian Samuels, Principal and Senior Consultant at Fiducient. Brian can be reached at 312-853-1000.

## **Brian P. Carlson**

### **Educational Background, Professional Designation, and Business Experience**

Brian is a Managing Partner and Senior Consultant at Fiducient. He was born in 1977 and graduated from Northern Illinois University in 1999 with a Bachelor of Science in Finance. He earned the professional designation of Chartered Financial Analyst (CFA®).

Brian has been with Fiducient since 2006.

### **Disciplinary Information**

Brian has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Brian is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Brian receives an economic benefit based on the overall profitability of Fiducient. Brian does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Brian is a Partner and is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Michael J. Chase**

### **Educational Background, Professional Designation, and Business Experience**

Michael is a Partner and Head of Endowment & Foundation and OCIO at Fiducient. He was born in 1983, and graduated from Colgate University in 2006 with a Bachelor of Arts in Economics and a Minor in Political Science. He earned a Master of Business Administration degree from the University of Connecticut School of Business in 2014.

Michael joined Fiducient in 2020, and prior to that he was a Partner, and Senior Consultant at Fiduciary Investment Advisors, LLC, which he joined in 2009.

### **Disciplinary Information**

Michael has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Michael is Manager for Brochu Chase Family LLC - a family LLC for private equity commitments. He does not receive compensation for his role as Manager, and this role does involve a substantial amount of his time. Michael is also a Trustee of the Covenant Preparatory School in Hartford, CT. He does not receive compensation for his role as Trustee, and this role does involve a substantial amount of his time.

### **Additional Compensation**

As a Partner, Michael receives an economic benefit based on the overall profitability of Fiducient. Michael does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Michael is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.



## **Christian S. Coleman**

### **Educational Background, Professional Designation, and Business Experience**

Chris is a Partner and Director of Business Development. He was born in 1971 and graduated from Providence College in 1994 with a Bachelor of Arts.

He joined Fiduciary Investment Advisors, LLC in 2008, which combined with Fiducient Advisors in 2020. Prior to joining the firm, Chris held leadership positions at MassMutual and CitiStreet.

### **Disciplinary Information**

Chris has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Chris is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Chris receives an economic benefit based on the overall profitability of Fiducient. Chris does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Chris is supervised by Michael Goss, Managing Partner and Senior Consultant of Fiducient. Michael can be reached at 312-853-1000.

## **Joseph S. Cortese III**

### **Educational Background, Professional Designation, and Business Experience**

Joseph is a Partner and Senior Consultant at Fiducient. He was born in 1979 and graduated from the University of Iowa in 2002 with a Bachelor of Business Administration in Marketing, a Certificate in Entrepreneurial Management, and graduated from the University of Chicago Booth School of Business with a Master of Business Administration in Analytical Finance and Accounting from in 2010.

Joseph has been with Fiducient since 2008. Prior to that he was a Service Associate at Morgan Stanley's Private Wealth Management Office.

### **Disciplinary Information**

Joseph has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Joseph is on the Board of Directors for Vilas Capital Management, LLC. He has a financial interest of less than 1% of the company. This business activity does not provide compensation nor does it involve a substantial amount of his time.

As a Partner, Joseph receives an economic benefit based on the overall profitability of Fiducient. Joseph does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Joseph is supervised by Chad Tischer, Director of OCIO Services and Partner of Fiducient. Chad can be reached at 312-853-1000.

## **Robert A. DiMeo**

### **Educational Background, Professional Designation, and Business Experience**

Robert is the Managing Partner and Chairman at Fiducient. He was born in 1962 and graduated from Bradley University in 1983 with a Bachelor of Science in Management.

He earned the professional designations of Certified Investment Management Analyst (CIMA®) and Certified Financial Planner (CFP®). Robert co-founded Fiducient in 1995.

### **Disciplinary Information**

Robert has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Robert is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Managing Partner, Robert receives an economic benefit based on the overall profitability of Fiducient.

Bob does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Robert is a Partner and Chairman at Fiducient, and as such, he is supervised by the firm's Executive Committee.

## **Andrew J. Doten**

### **Educational Background, Professional Designation, and Business Experience**

Andrew is a Consultant at Fiducient. He was born in 1989 and graduated from Kenyon College with a Bachelor of Arts in Psychology in 2012. He earned the professional designation of Certified Financial Planner (CFP®).

Andrew has been with Fiducient since 2022. Prior to joining the Firm in 2022, he was a Vice President at Brownson, Rehmus, & Foxworth beginning in 2018.

### **Disciplinary Information**

Andrew has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Andrew is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Andrew does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Andrew is a Consultant and is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.

## **Steven C. Dufault**

### **Educational Background, Professional Designation, and Business Experience**

Steven is a Partner and Defined Contribution Practice Leader at Fiducient. He was born in 1974, and graduated from the University of Iowa in 1997 with a Bachelor of Business Administration in Finance.

He earned the professional designation of Certified Investment Management Analyst (CIMA®). Steven has been with Fiducient since 1999.

### **Disciplinary Information**

Steven has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Steven is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Steven receives an economic benefit based on the overall profitability of Fiducient.

Steven does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Steven is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting. Jessica can be reached at 312-853-1000.

## **Kerry L. Elsass**

### **Educational Background, Professional Designation, and Business Experience**

Kerry is a Senior Consultant at Fiducient. She was born in 1976 and earned a Bachelor of Science in Chemistry from Miami University in 1998 and a Master of Business Administration in Finance with Distinction from DePaul University Kellstadt Graduate School of Business in 2004.

She earned the professional designation of Chartered Alternative Investment Analyst (CAIA®). Prior to joining Fiducient in 2021, Kerry was a Senior Consultant with Pavilion Advisory Group from 2012 to 2018, which was acquired by Mercer. She was a Principal and Senior Consultant with Mercer from 2018 to 2020.

### **Disciplinary Information**

Kerry has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Kerry is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Kerry does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Kerry is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting. Jessica can be reached at 312-853-1000.

## **Michael P. Emerson**

### **Educational Background, Professional Designation, and Business Experience**

Michael is a Partner and Senior Consultant at Fiducient. He was born in 1988 and graduated from the University of Chicago in 2010 with a Bachelor of Arts in Public Policy – Economics.

Michael joined Fiducient in 2016. Prior to joining Fiducient, he was a Wealth Advisor at RMB Capital Management, and before that was a Client Finance Analyst at Cavalry, Inc.

### **Disciplinary Information**

Michael has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Michael is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Michael receives an economic benefit based on the overall profitability of Fiducient.

Michael does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Michael is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.

## **Ahmed O. Farruk**

### **Educational Background, Professional Designation, and Business Experience**

Ahmed is a Principal, Regional Director and Senior Consultant at Fiducient. He was born in 1974 and earned a Bachelor of Arts in Economics from the University of Virginia and obtained the title Certified Investment Management Analyst (CIMA®).

Prior to joining the Firm in 2017, he was Deputy Managing Director at ORION Investment Advisors, which was acquired by Fiducient in 2017.

### **Disciplinary Information**

Ahmed has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Ahmed is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Ahmed does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Ahmed is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting at Fiducient. Jessica can be reached at 312-853-1000.



## **Jonathon J. Fellows**

### **Educational Background, Professional Designation, and Business Experience**

Jonathon is a Partner and Senior Consultant at Fiducient. He was born in 1970 and graduated from the University of Michigan in 1993 with a Bachelor of Business Administration in Finance & Accounting and a Master of Science in Finance, Investment & Banking from the University of Wisconsin in 2003.

He earned the professional designation of Chartered Financial Analyst (CFA®). Jonathon has been with Fiducient since 2003.

### **Disciplinary Information**

Jonathon has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Jonathon is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Jonathon receives an economic benefit based on the overall profitability of Fiducient.

Jonathon does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Jonathon is supervised by Brian Carlson, Managing Partner and Senior Consultant. Brian can be reached at 312-853-1000.

## **Will S. Fisher**

### **Educational Background, Professional Designation, and Business Experience**

Will is a Senior Consultant at Fiducient. He was born in 1961 and received a Bachelor of Science in Business Administration from Miami University in Oxford, Ohio and obtained the title Accredited Investment Fiduciary (AIF®).

Prior to joining the Firm, he served as Director at ORION Investment Advisors for more than 17 years before the firm was acquired by Fiducient in 2017.

### **Disciplinary Information**

Will has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Will is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Will does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Will is supervised by Jessica Ludwig, Managing Partner and Senior Consultant at Fiducient. Jessica can be reached at 312-853-1000.

## **Devon C. Francis**

### **Educational Background, Professional Designation, and Business Experience**

Devon is a Partner and Senior Consultant at Fiducient. She was born in 1979, and graduated from Duke University in 2001 with a Bachelor of Arts, and a Master in Secondary Education from the University of New Haven in 2005.

She earned the professional designation of Certified Investment Management Analyst (CIMA®) and Chartered SRI Counselor (CSRIC®). Devon joined Fiducient in 2020, and prior to that she was a Consultant for Fiduciary Investment Advisors, LLC beginning in 2006.

### **Disciplinary Information**

Devon has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Devon is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

As a Partner, Devon receives an economic benefit based on the overall profitability of Fiducient. Devon does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Devon is supervised by Karen Paulson, Partner and Senior Consultant Fiducient. Karen can be reached at 312-853-1000.

## **Matthew J. Fratini**

### **Educational Background, Professional Designation, and Business Experience**

Matthew is a Consultant at Fiducient. He was born in 1991, and graduated from Assumption College in 2014 with a Bachelor of Arts in Economics and a Minor in Finance.

Matthew joined Fiduciary Investment Advisors, LLC in 2014, which combined with Fiducient Advisors in 2020.

### **Disciplinary Information**

Matthew has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Matthew is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Matthew does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Matthew is supervised by Brian Samuels, Principal and Senior Consultant at Fiducient. Brian can be reached at 312-853-1000.

## **Taylor J. Furmanski**

### **Educational Background, Professional Designation, and Business Experience**

Taylor is a Senior Consultant at Fiducient. He was born in 1990 and graduated from The College of William & Mary with Bachelor of Business Administration. Taylor has also earned the professional designation of Chartered Financial Analyst (CFA<sup>®</sup>).

Prior to joining the Firm in 2019, Taylor worked as a Senior Research Analyst at Ellwood Associates as well as a Consultant at Northern Trust.

### **Disciplinary Information**

Taylor has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Taylor is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Taylor does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Taylor is supervised by Brian Carlson, Managing Partner and Senior Consultant. Brian can be reached at 312-853-1000.

## **Ryan T. Gardner**

### **Educational Background, Professional Designation, and Business Experience**

Ryan is a Managing Partner and Senior Consultant at Fiducient. He was born in 1979 and graduated from the University of Hartford in 2001 with a Bachelor of Science in Marketing. He earned the professional designation of Accredited Investment Fiduciary® (AIF®).

Ryan joined Fiducient in 2020, and prior to that he was a founder, Managing Partner and Senior Consultant of Fiduciary Investment Advisors, LLC which was founded in 2006.

### **Disciplinary Information**

Ryan has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Ryan is a Pension Committee Member of the Women's Tennis Benefits Association. He receives compensation; however, it is not a substantial source of his income nor does it involve a substantial amount of his time.

### **Additional Compensation**

As a Partner, Ryan receives an economic benefit based on the overall profitability of Fiducient. Ryan does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Ryan is supervised by Karen Paulson, Partner and Senior Consultant Fiducient. Karen can be reached at 312-853-1000.

## **Guadalupe Gómez**

### **Educational Background, Professional Designation, and Business Experience**

Guadalupe is a Consultant at Fiducient. She was born in 1993 and graduated from the University of Illinois at Chicago with a Bachelor of Science in Finance and a Minor in Economics. Guadalupe joined Fiducient in 2018.

She earned the professional financial planning designation of Chartered Retirement Planning Counselor (CRPC®), awarded by the College of Financial Planning and passed the CFA Level I exam. Prior to joining the Firm in 2018, Guadalupe was a Registered Client Associate at Merrill Lynch.

### **Disciplinary Information**

Guadalupe has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Guadalupe is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Guadalupe does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Guadalupe is supervised by Brian Carlson, Managing Partner and Senior Consultant. Brian can be reached at 312-853-1000.

## **Michael E. Goss**

### **Educational Background, Professional Designation, and Business Experience**

Michael is a Managing Partner and Senior Consultant at Fiducient. He was born in 1970, and graduated from Boston College in 1992 with a Bachelor of Arts in English and a Masters of Business Administration degree in 2002 from Babson College.

Michael joined Fiducient in 2020, and prior to that he was an Executive Vice President of Fiduciary Investment Advisors, LLC beginning in 2006.

### **Disciplinary Information**

Michael has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Michael is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Michael receives an economic benefit based on the overall profitability of Fiducient. Michael does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Michael is supervised by Sabrina Bailey, Managing Partner and Chief Executive Officer at Fiducient. Sabrina can be reached at 312-853-1000.



## **Maura K. Goulart**

### **Educational Background, Professional Designation, and Business Experience**

Maura is a Principal, Director of Client Analytics at Fiducient. She was born in 1968 and graduated from the University of Massachusetts in 1992 with a Bachelor of Arts in Economics. She earned the professional designation of Chartered Financial Analyst (CFA®).

Maura joined Fiducient in 2008. Prior to joining Fiducient, she began her career at Freedom Capital Management, serving in several roles where she was responsible for portfolio administration, performance, and marketing.

### **Disciplinary Information**

Maura has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Maura is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Maura does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Maura is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **James M. Jensen**

### **Educational Background, Professional Designation, and Business Experience**

James is a Partner and Senior Consultant at Fiducient. He was born in 1970 and graduated from the University of Iowa in 1992 with a Bachelor of Business Administration in Finance.

He earned the professional designation of Certified Investment Management Analyst (CIMA®). James has been with Fiducient since 2004.

### **Disciplinary Information**

James has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

James is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, James receives an economic benefit based on the overall profitability of Fiducient. James does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

James is a Partner and is supervised by Brian Carlson, Managing Partner and Senior Consultant at Fiducient. Brian can be reached at 312-853-1000.

## **Christine M. Jordan**

### **Educational Background, Professional Designation, and Business Experience**

Christine is a Senior Consultant at Fiducient. She was born in 1978 and graduated from James Madison University with a Bachelor of Business Administration in Finance. She earned the professional designation of Certified Financial Planner (CFP®).

Christine joined Fiducient in 2018. Prior to joining Fiducient Christine was Vice President and Financial Advisor at Rappaport Reiche Capital Management, L.L.C., and held various positions within Fidelity Investments.

### **Disciplinary Information**

Christine has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Christine is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Christine does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Christine is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.

## **Christopher F. Kachmar**

### **Educational Background, Professional Designation, and Business Experience**

Christopher is a Partner and Chief Market Strategist at Fiducient. He was born in 1965, and graduated from Boston University in 1987 with a Bachelor of Science in Business Administration and a Master of Business Administration in Finance in 1991 from the University of Rochester.

He earned the professional designation of Chartered Financial Analyst (CFA®). Christopher joined Fiducient in 2020, and prior to that he was a Managing Partner and Chief Investment Officer of Fiduciary Investment Advisors, LLC beginning in 2006.

### **Disciplinary Information**

Christopher has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Christopher is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Christopher receives an economic benefit based on the overall profitability of Fiducient. Christopher does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Christopher is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Matthew J. Kaminski**

### **Educational Background, Professional Designation, and Business Experience**

Matthew is a Partner and Head of Manager Research at Fiducient. He was born in 1983 and graduated from Stonehill College in 2005 with a Bachelor of Science in Business Administration in Finance.

He earned the professional designation of Chartered Financial Analyst (CFA®).

Matthew joined Fiducient in 2021, and prior to that, he was a Partner and Director, Manager Research for Fiduciary Investment Advisors, LLC beginning in 2009.

### **Disciplinary Information**

Matthew has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Matthew is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Matthew receives an economic benefit based on the overall profitability of Fiducient. Matthew does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Matthew is supervised by Sabrina Bailey, Managing Partner and Chief Executive Officer at Fiducient. Sabrina can be reached at 312-853-1000.

## **Frank Locatell**

### **Educational Background, Professional Designation, and Business Experience**

Frank is a Financial Wellness Coordinator at Fiducient. He was born in 1956 and graduated from Syracuse University in 1979 with a Bachelor of Arts and a Master of Business with a major in Accounting and Finance from Marist College in 1990. He earned the professional designation of a Certified Financial Planner (CFP). Frank joined Fiduciary Investment Advisors, LLC in 2019 which combined with Fiducient Advisors in 2020.

### **Disciplinary Information**

Frank has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Frank is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Frank does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Frank is supervised by Scott Boulton, Senior Consultant at Fiducient. Scott can be reached at 312-853-1000.

## **Bradford L. Long**

### **Educational Background, Professional Designation, and Business Experience**

Bradford is a Managing Partner and Chief Investment Officer at Fiducient. He was born in 1985 and graduated from the University of Colorado, Boulder, in 2008 with a Bachelor of Science in Finance.

He earned the professional designation of Chartered Financial Analyst (CFA®). Prior to joining Fiducient in 2012, Bradford was a Research Analyst at Wells Fargo Advisors in New York and a Consulting Group Analyst at Citi Smith Barney.

### **Disciplinary Information**

Bradford has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Bradford is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Bradford receives an economic benefit based on the overall profitability of Fiducient. Bradford does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Bradford is a Managing Partner and is supervised by Sabrina Bailey, Managing Partner and Chief Executive Officer at Fiducient. Sabrina can be reached at 312-853-1000.

## **Robert H. Lowry**

### **Educational Background, Professional Designation, and Business Experience**

Robert is an Associate Research Director-Global Public Markets at Fiducient. He was born in 1987 and graduated from the Bucknell University in 2009 with a Bachelor of Arts in Economics. He has earned the professional designation of Chartered Financial Analyst (CFA®).

Robert joined Fiduciary Investment Advisors, LLC in 2011 which merged with Fiducient in 2020. Robert joined Fiducient in 2020,

### **Disciplinary Information**

Robert has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Robert is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Robert does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Robert is supervised by Matthew Kaminski, Partner and Head of Manager Research at Fiducient. Matthew can be reached at 312-853-1000.



## **Jessica P. Ludwig**

### **Educational Background, Professional Designation, and Business Experience**

Jessica is a Managing Partner and Associate Director of Institutional Consulting at Fiducient. She was born in 1981 and graduated from Georgetown University in 2004 with a Bachelor of Arts in English.

Jessica has been with Fiducient since 2006.

### **Disciplinary Information**

Jessica has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Jessica is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

As a Managing Partner, Jessica receives an economic benefit based on the overall profitability of Fiducient. Jessica does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Jessica is a Managing Partner and is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Sean P. McCaffery**

### **Educational Background, Professional Designation, and Business Experience**

Sean is a Senior Defined Contribution Research Specialist-Global Public Markets at Fiducient. He was born in 1992 and graduated from the University of Connecticut in 2014 with a Bachelor of Science in Finance. He graduated from the University of Hartford with a Master of Business Administration in 2018.

Sean is a Chartered Financial Analyst (CFA) Charterholder. Sean joined Fiducient in 2021, and prior to that he was a Research Analyst at Fiduciary Investment Advisors, LLC beginning in 2014.

### **Disciplinary Information**

Sean has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Sean is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Sean does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Sean is supervised by Matthew Kaminski, Partner and Head of Manager Research of Fiducient. Matthew can be reached at 312-853-1000.

## **Carol F. McShera**

### **Educational Background, Professional Designation, and Business Experience**

Carol is a Consultant at Fiducient. She was born in 1989 and graduated from Boston University in 2011 with a Bachelor of Arts in Mathematics and a Bachelor of Arts in Economics, and earned a Master of Arts in 2011.

She joined Fiduciary Investment Advisors (FIA) in 2018, which was acquired by Fiducient in 2020, as a Consultant & Research Analyst. Prior to that, Carol was a Retirement Plan Consultant at Lion Street Financial and Kestra Investment Services and a Consultant Relations Associate at Well Capital Management.

### **Disciplinary Information**

Carol has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Carol and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Carol does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Carol is supervised by Vincent Smith, Partner, Senior Consultant, and Nonprofit Defined Contribution Practice Leader at Fiducient. Vincent can be reached at 312-853-1000.

## **James B. Modelski**

### **Educational Background, Professional Designation, and Business Experience**

James is a Partner and Regional Director at Fiducient. He was born in 1967, and graduated from Columbia College in 1989 with a BA degree in Broadcast Communications and from Loyola University Chicago in 2000 with an Master of Business Administration in Finance and Economics. James has been with Fiducient since 1998.

### **Disciplinary Information**

James has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

James is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, James receives an economic benefit based on the overall profitability of Fiducient. Jim does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

James is a Partner and is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting at Fiducient. Jessica can be reached at 312-853-1000.

## **Ryan L. Murphy**

### **Educational Background, Professional Designation, and Business Experience**

Ryan is a Senior Consultant at Fiducient. He was born in 1975 and earned a Bachelor of Arts in Economics and French from Franklin & Marshall College.

Prior to joining Fiducient in 2018, Ryan was a Managing Director at Clearbrook Investment Consulting.

### **Disciplinary Information**

Ryan has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Ryan is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Ryan does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Ryan is supervised by Brian Samuels, Principal and Senior Consultant at Fiducient. Brian can be reached at 312-853-1000.

## **Peter D. Nadeau**

### **Educational Background, Professional Designation, and Business Experience**

Peter is a Partner and Senior Consultant at Fiducient. He was born in 1983 and graduated from the University of Hartford in 2005 with a Bachelor of Arts and Sciences in Psychology.

He earned the designation of The SPARK Accredited Retirement Plan Consultant (ARPC). Peter joined Fiducient in 2020, and prior to that, he was a Consultant for Fiduciary Investment Advisors, LLC beginning in 2014. Fiduciary Investment Advisors, LLC merged with Fiducient in 2020.

### **Disciplinary Information**

Peter has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Peter is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Peter receives an economic benefit based on the overall profitability of Fiducient. Peter does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Peter is supervised by Vincent Smith, Partner, Senior Consultant, and Nonprofit Defined Contribution Practice Leader at Fiducient. Vincent can be reached at 312-853-1000.

## **Marycarmen Nevarez**

### **Educational Background, Professional Designation, and Business Experience**

Marycarmen is a Consultant at Fiducient. She was born in 1993 and graduated from the University of Illinois in 2017 with a Bachelor of Science in Finance.

Marycarmen joined Fiducient in 2022. Prior to joining the Firm, she was an Accountant at Harbor Capital Advisors from 2021 to 2022 and a Fund Accountant at Northern Trust from 2019 to 2021.

### **Disciplinary Information**

Marycarmen has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Marycarmen is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Marycarmen does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Marycarmen is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting. Jessica can be reached at 312-853-1000.

## **Adam P. Newell**

### **Educational Background, Professional Designation, and Business Experience**

Adam is a Partner and a Senior Consultant at Fiducient. He was born in 1978 and graduated from Purdue University in 2000 with a Bachelor of Science in Finance and a minor in Financial Planning.

He earned the professional designations of Chartered Financial Analyst (CFA®) and Certified Financial Planner (CFP®). Adam has been with Fiducient since 2004.

### **Disciplinary Information**

Adam has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Adam is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Adam receives an economic benefit based on the overall profitability of Fiducient. Adam does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Adam is a Partner and is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.



## **Timothy C. Ng**

### **Educational Background, Professional Designation, and Business Experience**

Timothy is a Senior Consultant at Fiducient. He was born in 1956 and graduated from Stony Brook University with a Bachelor of Arts in Finance and, in 1980, earned a Master of Business Administration from Long Island University.

Prior to joining the Firm in 2021, Timothy was a Managing Director/Chief Investment Officer at Clearbrook Global Advisors, LLC from 2011 to 2021

### **Disciplinary Information**

Timothy has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Timothy is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Timothy does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Timothy is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Dawuanta (Dee) D. Northern**

### **Educational Background and Business Experience**

Dawuanta (Dee) is a Wealth Planner at Fiducient. He was born in 1993 and graduated from Old Dominion University in 2016 with a Bachelor of Science (BS) in Finance and Psychology. Dee joined Fiducient in 2024, and prior to that, he was a Wealth Advisor with Capasso Planning Partners in 2021 and Associate Wealth Advisor at Buckingham Strategic Wealth in 2019. Prior to 2019, Dee was a Financial Consultant at Ourisman Chevrolet Buick GMC in 2018.

Dee earned the professional designation of Certified Financial Planner (CFP®).

### **Disciplinary Information**

Dee has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Dee is not engaged in any other investment related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Dee does not receive economic benefits from any person or entity other than Fiducient in Connection with the provision of investment advice to clients.

### **Supervision**

Dee is a Wealth Planner at Fiducient and as such is supervised by Nicholas Breit; a Partner and Director of Financial Planning Services at Fiducient. Nicholas can be reached at 312-853-1000.

## **Anthony M. Novara**

### **Educational Background, Professional Designation, and Business Experience**

Anthony is a Partner and Research Director – Marketable Alternatives and Capital Markets at Fiducient. He was born in 1982 and graduated from Michigan State University in 2004 with a Bachelor of Arts in Finance. He earned the professional designation of Chartered Financial Analyst (CFA®) in 2008 and completed a Master of Business Administration in Analytic Finance, Economics, & Entrepreneurship from the University of Chicago Booth School of Business in 2012.

Anthony joined Fiducient in 2011, and prior to that Anthony was a Research Associate at William Blair & Company, an Associate at Conversus Asset Management, and an Investment Analyst at National City Bank.

### **Disciplinary Information**

Anthony has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Anthony is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Anthony receives an economic benefit based on the overall profitability of Fiducient. Anthony does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Anthony is supervised by Matthew Kaminski, Partner and Head of Manager Research of Fiducient. Matthew can be reached at 312-853-1000.

## **Kevin P. O'Connell**

### **Educational Background, Professional Designation, and Business Experience**

Kevin is a Senior Consultant at Fiducient. He was born in 1980 and graduated from Boston College in 2003 with a Bachelor of Arts and from University of Virginia Darden School of Business with an Master of Business Administration in 2010. Kevin is a Chartered Financial Analyst (CFA) Charterholder.

Kevin joined Fiducient in 2022. Prior to joining the Firm, he was a Director at TIFF Investment Management (The Investment Fund for Foundations) from 2017 to 2022.

### **Disciplinary Information**

Kevin has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Kevin does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Additional Compensation**

Kevin does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Kevin is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Angelique G. Pappas**

### **Educational Background, Professional Designation, and Business Experience**

Angelique is an Associate Research Director-Global Private Markets at Fiducient. She was born in 1989, and graduated from the Westminster College in 2012 with a Bachelor of Arts in Finance. Angelique received a Master of Business Administration from the Kellogg School of Management at Northwestern University in 2021.

She earned the professional designation of Chartered Financial Analyst (CFA®).

Angelique joined Fiducient in 2018, and prior to that, she was a senior investment analyst at Granite Associates and an investment research associate at Utah Retirement Systems.

### **Disciplinary Information**

Angelique has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Angelique is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Angelique does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Angelique is supervised by Michael Sustarsic, Partner and Research Director – Global Private Markets of Fiducient. Michael can be reached at 312-853-1000.

## **Karen R. Paulson**

### **Educational Background, Professional Designation, and Business Experience**

Karen is a Partner and Senior Consultant at Fiducient. She was born in 1966 and graduated from the University of Hartford in 1988 with a Bachelor of Science in Business Administration in Economics and Finance. She earned the professional designation of Certified Investment Management Analyst (CIMA ®).

Karen is also a PLANSponsor Retirement Professional (PRP). Karen joined Fiducient in 2020, and prior to that she was a Managing Partner and Senior Consultant at Fiduciary Investment Advisors, LLC beginning in 2006.

### **Disciplinary Information**

Karen has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Karen is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

As a Partner, Karen receives an economic benefit based on the overall profitability of Fiducient. Karen] does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Karen is supervised by Anthony Traghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Kathryn J. Pizzi**

### **Educational Background, Professional Designation, and Business Experience**

Kathryn is a Partner and Senior Consultant at Fiducient. She was born in 1977 and graduated from Boston University in 1999 with a Bachelor of Arts in Mathematics and Economics. She earned the professional designations of Chartered Financial Analyst (CFA®)

Kathryn joined Fiducient in 2020, and prior to that she was a Consultant for Fiduciary Investment Advisors, LLC beginning in 2018.

### **Disciplinary Information**

Kathryn has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Kathryn is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

As a Partner, Kathryn receives an economic benefit based on the overall profitability of Fiducient. Kathryn does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Kathryn is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Tyler B. Polk**

### **Educational Background, Professional Designation, and Business Experience**

Tyler is a Partner and Senior Consultant at Fiducient. He was born in 1981 and graduated from Williams College in 2004 with a Bachelor of Arts in English. Tyler joined Fiducient in 2020, and prior to that, he was a Consultant for Fiduciary Investment Advisors, LLC.

### **Disciplinary Information**

Tyler has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Tyler is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Tyler receives an economic benefit based on the overall profitability of Fiducient. Tyler does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Tyler is supervised by Karen Paulson, Partner and Senior Consultant Fiducient. Karen can be reached at 312-853-1000.



## **Matthew P. Porter**

### **Educational Background, Professional Designation, and Business Experience**

Matthew is a Managing Partner and Senior Consultant at Fiducient. He was born in 1971 and graduated from the University of Illinois in 1993 with a Bachelor of Science in Finance.

He earned the professional designation of Certified Investment Management Analyst (CIMA®). Matthew has been with Fiducient since 1998.

### **Disciplinary Information**

Matthew has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Matthew is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Managing Partner, Matthew receives an economic benefit based on the overall profitability of Fiducient. Matthew does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Matthew is a Partner and is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting. Jessica can be reached at 312-853-1000.

## **Eric E. Ramos**

### **Educational Background, Professional Designation, and Business Experience**

Eric is a Senior Consultant at Fiducient. He was born in 1989 and graduated from Purdue University in 2011 with a Bachelor of Science in Financial Planning and Services.

He earned the professional designation of Chartered Financial Analyst (CFA®). Prior to joining Fiducient in 2013, Eric was a Personal Banker at JPMorgan Chase.

### **Disciplinary Information**

Eric has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Eric is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Eric does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Eric is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting. Jessica can be reached at 312-853-1000.

## **Louis M. Ressler**

### **Educational Background, Professional Designation, and Business Experience**

Louis is a Senior Consultant at Fiducient. He was born in 1978 and graduated from Taylor University in 2000 with a Bachelor of Arts. He earned the professional designations of Accredited Investment Fiduciary (AIF) from the Center for Fiduciary Studies and the Certified Plan Fiduciary Advisor (CPFA) designation from the National Association of Plan Advisors.

Prior to joining Fiducient in 2022, Louis was a Retirement Plan Advisor for Wintrust beginning in 2019.

### **Disciplinary Information**

Louis has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Louis is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Louis does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Louis is supervised by Brian Carlson, Managing Partner and Senior Consultant at Fiducient. Brian can be reached at 312-853-1000.

## **Jacqueline A. Rondini**

### **Educational Background, Professional Designation, and Business Experience**

Jacqueline is a Principal and Senior Consultant at Fiducient. She was born in 1968 and graduated from Iowa State University in 1989 with a Bachelor of Business Administration.

She earned the professional designation of Certified Financial Planner (CFP®). Jacqueline has been with Fiducient since 1997.

### **Disciplinary Information**

Jacqueline has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Jacqueline is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

Jacqueline does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Jacqueline is supervised by Joseph S. Cortese III, Partner and Senior Consultant at Fiducient. Joseph can be reached at 312-853-1000.

## **Christopher J. Rowllins**

### **Educational Background, Professional Designation, and Business Experience**

Christopher is a Partner and Senior Consultant at Fiducient. He was born in 1965 and graduated from Boston University in 1990 with a Bachelor of Arts in Economics. Christopher joined Fiduciary Investment Advisors, LLC in 2010 where he was a Principal and Senior Consultant for Fiduciary Investment Advisors, LLC which merged with Fiducient in 2020. Christopher joined Fiducient in 2020.

### **Disciplinary Information**

Christopher has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Christopher is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Christopher receives an economic benefit based on the overall profitability of Fiducient. Christopher does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Christopher is supervised by Brian Samuels, Principal and Senior Consultant at Fiducient. Brian can be reached at 312-853-1000.

## **Andrew B. Salak**

### **Educational Background, Professional Designation, and Business Experience**

Andrew is a Senior Consultant in The Wealth Office at Fiducient. He was born in 1982 and graduated from Fordham University in 2004 with a Bachelor of Arts in Communications.

Andrew joined Fiducient in 2020, and prior to that, he was an Associate Director of Wealth Advisory Services at Fiduciary Investment Advisors, LLC beginning in 2014 which merged with Fiducient in 2020

### **Disciplinary Information**

Andrew has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Andrew is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Andrew does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Andrew is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.

## **Brian J. Samuels**

### **Educational Background, Professional Designation, and Business Experience**

Brian is a Principal and Senior Consultant at Fiducient. He was born in 1984 and graduated from Goucher College in 2007 with a Bachelor of Arts in Management and a Bachelor of Arts in Communication & Media Studies. In 2013, he received his Master of Business Administration with concentrations in Investment and Corporate Finance from Duke University Fuqua School of Business.

He earned the professional designation of Chartered Financial Analyst (CFA®). Brian joined Fiducient in 2017. Prior to joining Fiducient, Brian was an Investment Consultant with Willis Towers Watson.

### **Disciplinary Information**

Brian has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Brian is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Brian does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Brian is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting at Fiducient. Anthony can be reached at 312-853-1000.

## **Joseph A. Scime**

### **Educational Background, Professional Designation, and Business Experience**

Joseph is a Partner and Senior Consultant at Fiducient. He was born in 1986 and graduated from the University of Michigan in 2008 with a Bachelor of Arts in Economics. He earned the professional designations of Certified Financial Planner (CFP®) and Chartered Financial Analyst (CFA®).

Joseph joined Fiducient in 2012, and prior to that, he was an Investment Associate at UBS Financial Services.

### **Disciplinary Information**

Joseph has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Joseph is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Joseph receives an economic benefit based on the overall profitability of Fiducient. Joseph does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Joseph is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.



## **Barrett R. Scott**

### **Educational Background, Professional Designation, and Business Experience**

Barrett is a Consultant at Fiducient. He was born in 1990 and graduated from Clemson University in 2013 with a Bachelor of Science in Business Management and a Minor in Finance. Barrett was a Client Service Associate at ORION Investment Advisors, which was acquired by Fiducient in 2017. Prior to that, Barrett was an intern at RBC in the Wealth Office department.

### **Disciplinary Information**

Barrett has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Barrett is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Barrett does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Barrett is supervised by Chad Tischer, Director of OCIO Services, Director of Consulting for The Wealth Office™, and Partner of Fiducient. Chad can be reached at 312-853-1000.

## **Matthew T. Smith**

### **Educational Background, Professional Designation, and Business Experience**

Matthew is a Senior Research Analyst-Global Public and Global Private Markets at Fiducient. He was born in 1986, and graduated from the University of Massachusetts in 2009 with a Bachelor of Business Administration in Finance.

He earned the professional designations of Chartered Financial Analyst (CFA®).

Matthew joined Fiducient in 2020, and prior to that, he was a Research Analyst for Fiduciary Investment Advisors, LLC beginning in 2015.

### **Disciplinary Information**

Matthew has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Matthew is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Matthew does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Matthew is supervised by Matthew Kaminski, Partner and Head of Manager Research of Fiducient. Matthew can be reached at 312-853-1000.

## **Vincent M. Smith**

### **Educational Background, Professional Designation, and Business Experience**

Vincent is a Partner and Nonprofit Defined Contribution Practice Leader at Fiducient. He was born in 1976 and graduated from Stonehill College in 1999 with a Bachelor of Arts in Economics. He earned the professional designation of Accredited Investment Fiduciary® (AIF®).

Vincent joined Fiducient in 2020, and prior to that, he was a Senior Consultant for Fiduciary Investment Advisors, LLC beginning in 2011 which merged with Fiducient in 2020.

### **Disciplinary Information**

Vincent has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Vincent is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Vincent receives an economic benefit based on the overall profitability of Fiducient. Vincent does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Vincent is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Stephen W. Spencer**

### **Educational Background, Professional Designation, and Business Experience**

Steve is a Senior Consultant at Fiducient. He was born in 1969 and graduated from the University of New Hampshire in 1992 with a Bachelor of Arts in Economics.

He earned the professional designation of Certified Investment Management Analyst (CIMA®). Steve has been with Fiducient since 2000.

### **Disciplinary Information**

Steve has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Steve is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Steve does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Steve is supervised by Jessica Ludwig, Managing Partner and Associate Director of Institutional Consulting. Jessica can be reached at 312-853-1000.

## **Michael J. Sustarsic**

### **Educational Background, Professional Designation, and Business Experience**

Michael is a Partner and Research Director at Fiducient. He was born in 1989 and graduated from the University of Chicago in 2012 with a Bachelor of Arts in Economics. He earned the professional designation of Chartered Financial Analyst (CFA®).

Prior to joining the firm in 2015, Michael was a Financial Analyst at General Growth Properties and a Research Analyst with Caldera Investment Group.

### **Disciplinary Information**

Michael has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Michael is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Michael receives an economic benefit based on the overall profitability of Fiducient. Michael does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Michael is supervised by Matthew Kaminski, Partner and Head of Manager Research of Fiducient. Matthew can be reached at 312-853-1000.

## **David M. Thome**

### **Educational Background, Professional Designation, and Business Experience**

David is a Senior Consultant at Fiducient. He was born in 1981 and graduated from James Madison University in 2003 with a Bachelor of Business Administration in Finance and is a Certified Financial Planner (CFP®).

Prior to joining Fiducient in 2020, David was Director of Wealth Management at ORION Investment Advisors which was acquired by Fiducient in 2017. Prior to that, David was a Financial Advisor with Morgan Stanley.

### **Disciplinary Information**

David has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

David is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

David does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

David is supervised by Joseph S. Cortese III, Partner and Senior Consultant at Fiducient. Joseph can be reached at 312-853-1000.

## **Chad A. Tischer**

### **Educational Background, Professional Designation, and Business Experience**

Chad is a Partner at Fiducient. He was born in 1978, and graduated from St. Cloud State University in 1999 with a Bachelor of Arts in Finance and from DePaul University with a Master of Business Administration in Finance in 2005.

He earned the professional designation of Certified Financial Planner (CFP®). Chad has been with Fiducient since 2003.

### **Disciplinary Information**

Chad has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Chad is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Chad receives an economic benefit based on the overall profitability of Fiducient. Chad does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Chad is a Partner and is supervised by Sabrina Bailey, Managing Partner and Chief Executive Officer at Fiducient. Sabrina can be reached at 312-853-1000.

## **Anthony J. Traghese**

### **Educational Background, Professional Designation, and Business Experience**

Anthony is a Managing Partner and Director of Institutional Consulting at Fiducient. He was born in 1974 and graduated from Marist College in 1996 with a Bachelor of Science in Business Administration and from Carroll School of Management at Boston College with a Master of Science in Finance in 2002.

He earned the professional designation of Chartered Financial Analyst (CFA®).

Anthony joined Fiducient in 2021, and prior to that, he was a Senior Consultant at Fiduciary Investment Advisors, LLC beginning in 2006.

### **Disciplinary Information**

Anthony has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Anthony is not engaged in any other investment-related business or occupation, and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

As a Partner, Anthony receives an economic benefit based on the overall profitability of Fiducient. Anthony does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Anthony is supervised by Sabrina Bailey, Managing Partner and Chief Executive Officer at Fiducient. Sabrina can be reached at 312-853-1000.



## **Brian M. White**

### **Educational Background, Professional Designation, and Business Experience**

Brian is a Principal and Senior Consultant at Fiducient. He was born in 1978 and graduated from the University of Northern Iowa in 2001 with a Bachelor of Arts in Marketing. Brian began his professional career at Fiducient in 2007.

### **Disciplinary Information**

Brian has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Brian is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Brian does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Brian is supervised by Anthony Tranghese, Managing Partner and Director of Institutional Consulting of Fiducient. Anthony can be reached at 312-853-1000.

## **Leslie A. Whitney**

### **Educational Background, Professional Designation, and Business Experience**

Leslie is a Partner and Senior Consultant at Fiducient. She was born in 1961 and graduated from the University of Denver in 1983 with a Bachelor of Arts in Economics. Leslie joined Fiducient in 2021, and prior to that, she was a Consultant at Fiduciary Investment Advisors, LLC beginning in 2014.

### **Disciplinary Information**

Leslie has not been involved in any legal or disciplinary events that would be material to a client's evaluation of her or Fiducient.

### **Other Business Activities**

Leslie is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of her income or involves a substantial amount of her time.

### **Additional Compensation**

As a Partner, Leslie receives an economic benefit based on the overall profitability of Fiducient. Leslie does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Leslie is supervised by Vincent Smith, Partner, Senior Consultant, and Nonprofit Defined Contribution Practice Leader at Fiducient. Vincent can be reached at 312-853-1000.

## **Altan O. Wuliji**

### **Educational Background, Professional Designation, and Business Experience**

Altan is a Principal and Senior Consultant at Fiducient. He was born in 1986 and graduated from the University of Illinois in 2009 with a Bachelor of Science and from Texas Tech University in 2011 with a Master of Science in Personal Financial Planning.

He earned the professional designation of Certified Financial Planner (CFP®). Altan joined Fiducient in 2014, and prior to that, he was a Senior Planner with Balasa Dinverno Foltz, LLC. and an Analyst with RegentAtlantic.

### **Disciplinary Information**

Altan has not been involved in any legal or disciplinary events that would be material to a client's evaluation of him or Fiducient.

### **Other Business Activities**

Altan is not engaged in any other investment-related business or occupation and is not engaged in any other business or occupation for compensation that provides a substantial source of his income or involves a substantial amount of his time.

### **Additional Compensation**

Altan does not receive economic benefits from any person or entity other than Fiducient in connection with the provision of investment advice to clients.

### **Supervision**

Altan is supervised by Joseph S. Cortese III, Associate Director of the Financial Institutions Practice and Senior Consultant at Fiducient. Joseph can be reached at 312-853-1000.

## Professional Designations

### **Chartered Financial Analyst (CFA®)**

To earn the charter, one must have four years of qualified investment work experience; become a member of the CFA Institute; pledge to adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct; and complete the CFA Program. The CFA Program provides a strong foundation of the real-world investment analysis and portfolio management skills and practical knowledge needed in today's investment industry. The CFA Program is organized into three levels, each culminating in a six-hour exam. For more information one can visit [www.cfainstitute.org](http://www.cfainstitute.org).

### **Certified Divorce Financial Analyst (CDFA®)**

CDFAs go through a rigorous process to become this type of professional. They must have a bachelor's degree with three years of on-the-job experience or—if no bachelor's degree—five years of relevant experience. Candidates are required to pass an exam designed by the IDFA. There are currently four methods of pursuing the CDFA certification: exam only, self-study, self-paced eLearning, and virtual classroom. To retain the CDFA designation, holders must also obtain 30 hours of divorce-related continuing education every two years.

### **Certified Investment Management Analyst (CIMA®)**

Certificants must complete a rigorous process that includes a pre-study period leading up to passing the Qualification Examination, attend a one-week onsite intensive at The Wharton School, University of Pennsylvania, pass a comprehensive Certification Examination, and sign and adhere to CIMCA's Code of Professional Responsibility. For more information, one can visit <https://investmentsandwealth.org>.

### **Certified Financial Planner (CFP®)**

In order to fulfill the requirements, one must complete an advanced college-level course of study addressing the financial planning subject areas that the CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services and attain a bachelor's degree from an accredited university; pass the comprehensive CFP Certification Examination administered in 10 hours over a two-day period; complete at least three years of full-time financial planning experience; and agree to be bound by the CFP Board's Standards of Professional Conduct. For more information, one can visit [www.cfp.net](http://www.cfp.net).

### **Chartered Alternative Investment Analysts (CAIA)**

The CAIA program is designed to facilitate self-directed learning through a comprehensive set of readings on risk-return attributes of institutional quality alternative assets. The program is organized into two levels of study. The Level I and Level II exams are offered twice each year, in March and September. The CAIA designation demonstrates mastery of alternative investment concepts, tools, and practices and promotes adherence to the highest standards of professional conduct. For more information, one can visit [www.caia.org](http://www.caia.org).

### **Chartered Retirement Planning Counselor (CRPC®)**

Individuals who hold the CRPC® designation have completed a course of study encompassing pre-and post-retirement needs, asset management, estate planning, and the entire retirement planning process using models and techniques from real client situations. The program is designed for approximately 120-150 hours of self-study. The program is self-paced and must be completed within one year from enrollment. For more information, one can visit <https://www.cffp.edu>.

### **Chartered SRI Counselor TM or (CSRIC®)**

To be entitled to use the Chartered SRI Counselor TM or CSRIC ® marks, candidates must: pass the final exam; abide by standards of professional conduct; comply with self-disclosure requirements regarding their professional conduct; complete 16 continuing education (CE) credits per designation within the two-year authorization period.

### **Accredited Investment Fiduciary (AIF®)**

The AIF designation awarded by fi360 demonstrates a focus on the components of a comprehensive investment process, related fiduciary standards of care, and commitment to excellence. To receive the designation, individuals must complete a training program, successfully pass a comprehensive, closed-book final examination under the supervision of a proctor, and agree to abide by the AIF Code of Ethics. On an ongoing basis, completion of continuing education and adherence to the Code of Ethics is required to maintain the AIF designation. For more information, one can visit [www.fi360.com](http://www.fi360.com).

**The PLANSPONSOR Retirement Professional (PRP)** designation requires that a PRP must have five (5) or more years of direct retirement industry sales, service and/or support experience, must complete both on-line coursework and an instructor lead training session, and successfully pass a final examination. In addition, each PRP candidate must submit a letter of reference that attests to his or her qualifications for certification, agree to PLANSPONSOR Institute's PRP code of ethics, and, on an ongoing basis, complete twelve (12) hours of continuing education.

**The SPARK Accredited Retirement Plan Consultant (ARPC)** designation is awarded to sales and marketing professionals who have demonstrated individual proficiency in the retirement savings plan industry, have met the eligibility requirements, and successfully completed an examination.

<b>FACTS</b>	<b>WHAT DOES FIDUCIENT DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information may include:</p> <ul style="list-style-type: none"> <li>• Name, Address, Social Security Number</li> <li>• Employment information</li> <li>• Net worth, risk tolerance, income, assets, account transactions and balances</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fiducient chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Fiducient share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b> – Pursuant to a written contract pursuant to which Fiducient and one or more financial institutions jointly offer, endorse or sponsor a financial product or service, to include insurance policies.	No	We Don't Share
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We Don't Share
<b>For our affiliates to market to you</b>	No	We Don't Share
<b>For non-affiliates to market to you</b>	No	We Don't Share

<b>Questions?</b>	Call your consultant or go to <a href="http://www.fiducient.com">www.fiducient.com</a> . You may also contact our Privacy Office at <a href="mailto:privacyoffice@nfp.com">privacyoffice@nfp.com</a>
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## Who we are

**Who is providing this notice?**

Fiducient Advisors LLC

## What we do

**How does Fiducient protect my personal information?**

To protect your personal information from unauthorized access and use, we use administrative, technical and physical safeguards as well as security measures that comply with applicable law. These measures include computer safeguards and secured files and buildings.

**How does Fiducient collect my personal information?**

We collect your personal information, for example, when you

- Establish an investment advisory relationship
- Open an account or deposit money with custodians
- Purchase investments with an executing broker-dealer or seek investment advice about your investments
- Provide us information on applications, questionnaires, or other forms, websites or through discussions with our customer support staff or your financial consultant

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include financial companies under common control with our parent company, NFP Corp.

<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Fiducient does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• We don't joint market</li> </ul>
<b>Other Important Information</b>	<p>To see your Information, contact Privacy Office, 1250 Capital of Texas Highway, Austin, TX 78746 Attn: Data Subject Request. You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.</p> <p>Some state laws grant additional privacy rights to their residents. If you live in an "opt-in" state, where we are required to obtain your affirmative consent to share your nonpublic personal information with nonaffiliated third parties who do not currently assist us in servicing your account or conducting our business, your financial professional is required to obtain your consent before they can take your information with him or her should they leave our firm.</p> <p><u>California residents</u>: For California residents, we will not share your personal information with nonaffiliated third parties, except as required or permitted by law. In addition, for California residents, you are afforded certain rights regarding the nonpublic personal information that we collect from you, including the right to know what personal information we have collected from you, what it is being used for, whether it is being disclosed or sold to nonaffiliated third parties, to whom it is being disclosed or sold, and the right to request that we delete certain personal information that we have collected from you.</p> <p><u>Vermont residents</u>: For Vermont residents, we will not share your creditworthiness information with our affiliates, except as required or permitted by law. For joint marketing with nonaffiliated third parties, we will disclose only your name, contact information, and information about your transactions, unless otherwise required or permitted by law. In addition, for Vermont residents, we will not disclose your identity, affairs, or investments unless otherwise required or permitted by law, or you consent to such disclosure.</p>



# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

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**Item Title:** Increase in Uniform Spending

**Department:** Fire

**Presented by:** Chief Mark McCluskey

**Requested Council Action:**

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

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**Summary**

Consider increase in uniform spending.

**Staff Recommendation**

Approve increase in uniform spending through the CMS contract.

**Background Information**

In March 2023, Council approved for the department to purchase uniforms through a contract that piggybacked off the Customer Purchase Agreement for Public Safety Uniforms between CMS and the Metropolitan Government of Nashville and Davidson County. The City's contract expires October 30, 2027.

At that time, the department estimated spending \$220,000 annually in uniforms. We have since obtained full staffing and the clothing allowance has increased by \$100 per person for clothing and increased \$50 per person for boots. We are now exceeding the estimated \$220,000 per year. We anticipate spending \$260,000, but this amount could be adjusted according to the budget allowed for each fiscal year. Since this contract will be in place until 2027, the amount spent could vary per budget year. The department would adjust spending to accommodate the budget allowed each fiscal year.

**Council Priorities Served**

*Maintain public safety*

Providing personnel with uniforms needed to perform their job allows them to provide quality care to the citizens of Murfreesboro.

**Fiscal Impact**

This increased expense, estimated as \$40,000, will be funded by adjusting MFRD's FY25 operating budget.

**Attachment**

CMS Contract

**CONTRACT BETWEEN CITY OF MURFREESBORO AND  
CMS UNIFORMS AND EQUIPMENT, INC. FOR  
PUBLIC SAFETY UNIFORMS**

This Agreement (the "Agreement") is entered into this March 17, 2023 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **CMS Uniforms and Equipment, Inc.**, a Tennessee limited liability company, (hereafter referred to as "CMS"). City and CMS are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- ***CMS contract #6525420, Customer Purchase Agreement for Public Safety Uniforms between CMS and The Metropolitan Government of Nashville and Davidson County (METRO);***
- ***CMS's Quote #35311 (Exhibit A) dated February 24, 2023; and***
- ***This Agreement***

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

- 1. Any properly executed amendment or change order to this contract (most recent with first priority)***
- 2. This Agreement***
- 3. CMS Contract #6525420, Customer Purchase Agreement for Public Safety Uniforms between CMS and The Metropolitan Government of Nashville and Davidson County (METRO);***
- 4. CMS's Quote #35311 (Exhibit A) dated February 24, 2023; and***

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

- 1. Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. Duties and Responsibilities of CMS.** CMS agrees to provide and City agrees to purchase Public Safety Uniforms set forth on CMS's Quote #35311 (Exhibit A) from METRO Contract Purchase Agreement 6525420, Customer Purchase Agreement for Products CMS and METRO. Furthermore, the City may utilize this Contract to procure additional products from Contractor per the METRO Contract, Customer Purchase Agreement for Products and Services between CMS and METRO through the term of the contract (Effective Date to October 30, 2027).
- 3. Agreement for Services.** In undertaking the work set forth herein, CMS must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. CMS is solely responsible to any and all taxes imposed upon CMS and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- 4. Term.** The term of this contract shall be from the Effective Date to October 30, 2027 (the termination date for the CMS contract number 6525420, Customer Purchase Agreement for Products between CMS and METRO).

**5. Termination.** CMS's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of CMS, provided that CMS 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 CMS 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 CMS of any liability to the City for damages sustained by virtue of any breach by CMS.
- e. Should the appropriation for CMS's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to CMS.

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

**7. Payment.**

- a. **Price.** The price for the goods and other items to be provided under this Agreement are set forth in CMS's Quote #35311 (Exhibit A) dated February 24, 2023. Any compensation due CMS under this agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay CMS after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase number.
- b. **Delivery.** Deliveries of in-stock non-embellished items shall be made within 10-14 business days of order to either: 1311 Jones Blvd. Murfreesboro, TN 37129 (Fire Department) or 1004 North Highland Avenue, Murfreesboro, TN 37130 (Police Department). Deliveries for customized items shall be delivered within 60 calendar days of order unless an extension of time is granted by the City.

Fire Department Contact - Attn: Brady Lutton, tel: 615.603.1649 – email: [0672@murfreesborotn.gov](mailto:0672@murfreesborotn.gov)  
 Police Department Contact - Attn: Don Fanning, tel: 629.201.5589 – email: [0273@murfreesborotn.gov](mailto:0273@murfreesborotn.gov)

Contacts 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.

- c. **Acceptance.** Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. Such inspection shall take place within 10 days. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in CMS Contract #6525420, Customer Purchase Agreement for Products between CMS and METRO.
- d. **Purchase Order.** All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

- e. **Applicable Taxes.** City is exempt from State sales tax and will issue a tax exemption certificate to CMS as requested. City shall not be responsible for any taxes that are imposed on CMS.

Furthermore, CMS understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

- 8. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
- 9. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or purchase order for the specific item.

**10. 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.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    - 1. Procure for the City the right to continue using the products or services.
    - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until

Contractor and the City have determined that each of the other options are impractical.

- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

**12. General Provisions.**

- a. **Compliance with Laws.** CMS agrees to comply with any applicable federal, state and local laws and regulations.
  - b. **Maintenance of Records.** CMS 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.
  - c. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
  - d. **Relationship of the Parties.** Nothing herein may in any way be constructed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
  - e. **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.
  - f. **Employment.** CMS 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.
- 13. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Contractor acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor shall specifically acknowledge and agree as follows:

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation**

**prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**

- b. The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- c. The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**14. Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

**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 contracts.

**16. 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 CMS may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
- 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. Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- 22. Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e- mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

CMS Uniforms and Equipment, INC  
ATTN: Steve Roate  
1031 Murfreesboro Pike  
Nashville, TN 37217  
or  
Email: [steve\\_roate@cmsuniforms.com](mailto:steve_roate@cmsuniforms.com)

City of Murfreesboro  
ATTN: Craig Tindall, City Manager  
111 West Vine Street  
Murfreesboro, TN 37130  
or  
Email: [ctindall@murfreesborotn.gov](mailto:ctindall@murfreesborotn.gov)

- 23. SAMS.gov Registration and UEI #.** All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).
- 24. Debarment and Suspension.**
- a. The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
    - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
    - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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;
    - iii. is 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
    - iv. has 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.
  - b. The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.

- c. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
  - i. Debarred from participation in any federally assisted Award;
  - ii. Suspended from participation in any federally assisted Award;
  - iii. Proposed for debarment from participation in any federally assisted Award;
  - iv. Declared ineligible to participate in any federally assisted Award;
  - v. Voluntarily excluded from participation in any federally assisted Award; or
  - vi. Disqualified from participation in any federally assisted Award.
  - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**25. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**26. Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**

- a. Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- b. The Contractor certifies, to the best of its knowledge and belief, that:
  - i. 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 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.
  - ii. 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 Promisor shall



complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- iii. The Contractor 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.
- c. 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.

**27. Domestic preferences for procurements.** (2 CFR 200.322)

- a. As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**28. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**29. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

**31. 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.

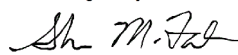
**32. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

***[signatures appear on the following page]***

IN WITNESS WHEREOF, the parties enter into this agreement as of March 17, 2023 (the "Effective Date").

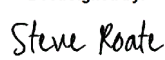
**CITY OF MURFREESBORO, TENNESSEE**

DocuSigned by:

  
A2F6A4BF7CD74E7...  
Sh. M. Felt, Mayor

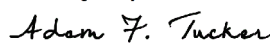
**CONTRACTOR**

DocuSigned by:

  
B0E4453A32B4454...  
Steve Roate, President

**APPROVED AS TO FORM:**

DocuSigned by:

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



## Quote

Page 1

Account No.	Date	Ref No.
35311	2/24/23	1057836

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**Sold To**

Murfreesboro FD

Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Steve Roate	3:33PM	73				

Item	Description	Qty	Ship	Price	Extended
00599652	SAN-8000-NAVY-L * Navy * Gildan - DryBlend 50 Cotton/50 Poly T-Shirt <u>heatpress their logo left chest and back</u>	1	0	5.76 c	5.76
01468191	CMS-MFDHEAT-NC-NS * No Color * MFRD Heat Transfer	1	0	8.00	8.00
00881815	RYL-40016-NAVY-L * NAVY * 5.11 Tactical Men's Utili-T Crew Shirt 3 Pack <u>heatpress thier logo left chest and back</u>	1	0	36.44 c	36.44
01468190	CMS-MFD3TSHIRT-NC-NS * No Color * Heat Transfer - 3 shirts	1	0	24.00	24.00
00889986	RYL-74369-NAVY-38 30 * NAVY * 5.11 Men's Stryke Pant	1	0	66.08 c	66.08
01468192	CMS-PANTTRANS-NC-N/A * No Color * MFRD Logo pant pocket	1	0	5.00	5.00
00891638	RYL-74434-NAVY-38 30 * NAVY * 5.11 Tactical Men's Apex Pant	1	0	72.16 c	72.16
01468192	CMS-PANTTRANS-NC-N/A * No Color * MFRD Logo pant pocket	1	0	5.00	5.00
00910288	RYL-72441-NVY-S * Navy * Job Shirt <u>mono their logo left chest mono name and rank right</u>	1	0	41.76 c	41.76
01374285	CMS-LOGO+NAME-N/A-NS * No Color * Logo and Name Embroidery	1	0	10.00	10.00

	Freight	0.00
	Sub Total	625.40
	Tax 9.25%	57.85
	<b>Total</b>	<b>683.25</b>
	Received	0.00
	<b>Balance</b>	<b>683.25</b>

Quotes are good for 30 days



REMIT TO: 1031 MURFREESBORO PIKE, NASHVILLE, TN 37217  
(615) 726-0009; STORE HOURS - 7:30AM TO 4PM M-F

## Quote

Page 2

Account No.	Date	Ref No.
35311	2/24/23	1057836

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**Sold To**

Murfreesboro FD

Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Steve Roate	3:33PM	73				
Item	Description	Qty	Ship	Price	Extended	
00781220	RYL-64386-NAVY-12L * NAVY * 5.11 Women's Stryke Pant For Hem Length longer than 30 order in Long	1	0	66.08	c 66.08	
01468192	CMS-PANTTRANS-NC-N/A * No Color * MFRD Logo pant pocket	1	0	5.00	5.00	
01468193	RYL-48379-HIVIZ-LR * Hiviz * Responder Parka <u>heat transfer their logo left chest heat transfer back</u>	1	0	170.96	c 170.96	
01468191	CMS-MFDHEAT-NC-NS * No Color * MFRD Heat Transfer	1	0	8.00	8.00	
01363029	RYL-78026-724-S * Dark Navy * Parka Liner <u>mono their logo left chest mono name and rank right</u>	1	0	91.16	c 91.16	
01374285	CMS-LOGO+NAME-N/A-NS * No Color * Logo and Name Embroidery	1	0	10.00	10.00	
Total Qty		16	0			

	Freight	0.00
	Sub Total	625.40
	Tax 9.25%	57.85
	<b>Total</b>	<b>683.25</b>
	Received	0.00
	<b>Balance</b>	<b>683.25</b>

Quotes are good for 30 days

**Contract Information**Contract & Solicitation Title: **Public SafetyUniforms**Contract Summary: **CONTRACTOR agrees to provide as briefly described below and more fully defined in the solicitation General Government Uniforms in accordance with Exhibit A (Pricing) and services as further defined in the Exhibit B Scope of Services.**Contract Number: **6525420** Solicitation Number: **162228** Requisition Number: **4035349**Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): **6503800**Type of Contract/PO: **IDIQ Contract** **Requires Council Legislation: No****High Risk Contract** (Per Finance Department Contract Risk Management Policy): **No****Sexual Harassment Training Required** (per BL2018-1281): **Yes**Estimated Start Date: **10/31/2022** Estimated Expiration Date: **10/30/2027** Contract Term: **5 years**Estimated Contract Life Value: **\$1,000,000.00** Fund: \* **10101** BU: \* **10103220** \*The actual BU will be determined by the Department utilizing this contract.

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: **Net 15** Selection Method: **RFP**Procurement Staff: **Sandra Walker** BAO Staff: **Jeremy Frye**Procuring Department: **OEM** Department(s) Served: **Metrowide****Prime Contractor Information**Prime Contracting Firm: **CMS Uniforms and Equipment, Inc.** ISN#: **532**Address: **1031 Murfreesboro Pike** City: **Nashville** State: **TN** Zip: **37217**Prime Contractor is a **Certified/Approved**: SBE ☒ SDV ☐ MBE ☒ WBE ☐ LGBTBE ☐ (select/check if applicable)Prime Company Contact: **Julie Roate** Email Address: **julie\_roate@cmsuniforms.com** Phone #: **615-726-0009****Prime Contractor Signatory:** **Julie Roate** Email Address: **julie\_roate@cmsuniforms.com****Disadvantaged Business Participation for Entire Contract***Small Business and Service Disabled Veteran Business Program:* **N/A**Amount: **0.00** Percent, if applicable: *Equal Business Opportunity (EBO) Program:* **Program Not Applicable**MBE Amount: **0.00** MBE Percent, if applicable: WBE Amount: **0.00** WBE Percent, if applicable: *Federal Disadvantaged Business Enterprise:* **No**Amount: **0.00** Percent, if applicable: 

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): **No****Summary of Offer**

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
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# Contract Abstract

CMS Uniforms and Equipment, Inc.	<input checked="" type="checkbox"/>	87.97	\$157,440,286.30	Awarded
SUMMIT UNIFORMS SOLUTIONS, INC	<input type="checkbox"/>	75.81	\$153,261,930.33	Evaluated but not selected
Galls LLC.	<input type="checkbox"/>	80.00	\$139,299,910.08	Awarded
Greene Military	<input checked="" type="checkbox"/>	81.12	\$147,202,698.04	Awarded

## Continuous of Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	Select from the Following:

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **CMS Uniforms and Equipment, Inc. (CONTRACTOR)** located at **1031 Murfreesboro Pike, Nashville, TN 37217**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Pricing*
  - *Exhibit B - Scope of Services*
  - *Exhibit C - ISA Agreement*
- *The solicitation documentation for RFQ# 162228 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide as briefly described below and more fully defined in the solicitation Public Safety Uniforms in accordance with Exhibit A (Pricing) and services as further defined in the Exhibit B Scope of Services.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

## Contract Purchase Agreement 6525420

**3.1. Contract Term**

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

**4. COMPENSATION****4.1. Contract Value**

This Contract has an estimated value of \$1,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

**4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

**4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

**4.4. Escalation/De-escalation**

This contract is eligible for annual price adjustments. The maximum escalation/de-escalation adjustments request cannot exceed 2% annually on pricing for the items shown on Exhibit A and must be in accordance with the Consumer Price Index (<http://www.bls.gov/cpi/>). The request for adjustment must be submitted to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the contract signing by the CONTRACTOR. Any such adjustment shall become effective on the anniversary of the filing of the contract with the Metro Clerk's office.

**4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).



#### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

#### **5.3. Notice**

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### 6.2. Nondiscrimination Requirement

No person shall 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 METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, 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.

### 6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### 6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## 7. INSURANCE

### 7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

### 7.2. Products Liability Insurance

## Contract Purchase Agreement 6525420

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is manufacturing or producing the goods purchased by METRO)

**7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

**7.4. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

**7.6. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

Contract Purchase Agreement 6525420

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)**

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

METRO 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 METRO.

### **8.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of

CONTRACTOR's breach of warranty.

### **8.3. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

### **8.4. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that

CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.6. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

#### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless

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METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

### **8.10. Monitoring**



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CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

**8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

**8.12. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.



**8.13. Partnership/Joint Venture**

This Contract shall not 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 shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

**8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

**8.15. Employment**

CONTRACTOR shall 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, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated ' 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated ' 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.18. Israel Anti-Boycott Act**

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

**8.19. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes

and personal property taxes.

## **8.20. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws 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 therefore. It shall be a breach of the Ethics in Public Contracting 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 contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

## **8.21. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO 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.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

#### **8.22. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

#### **8.23. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

#### **8.24. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

#### **8.25. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or

Contract Purchase Agreement 6525420

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 Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.26. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.27. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.28. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **CMS UNIFORMS AND EQUIPMENT, INC.**

Attention: **JULIE ROATE**

Address: **1031 MURFREESBORO PIKE, NASHVILLE, TN 37217**

Telephone: **615-726-0009X140**

Fax: **615-726-0081**

E-mail: **JULIE\_ROATE@CMSUNIFORMS.COM**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **CMS UNIFORMS AND EQUIPMENT, INC.**

Attention: **JULIE ROATE**

Address: **1031 MURFREESBORO PIKE, NASHVILLE, TN 37217**

Email: **JULIE\_ROATE@CMSUNIFORMS.COM**

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**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6525420
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	Emergency Communications
<b>Attention</b>	Dwayne Vance
<b>Address</b>	2060 15th Ave South
<b>Telephone</b>	615-401-6373
<b>Email</b>	dwayne.vance@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Project Manager</b>	Exzabia Dukes
<b>Title</b>	Administrative Specialist
<b>Address</b>	2060 15th Ave South
<b>Telephone</b>	615-401-6219
<b>Email</b>	exzabia.dukes@nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter nine of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter nine of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

## COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

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**Item Title:** Purchase of John Deere 5067E Cab Utility Tractor

**Department:** Golf

**Presented by:** Trey Adams, Director, Golf

**Requested Council Action:**

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

---

**Summary**

Consider purchase of John Deere 5067E Cab Utility Tractor from John Deere & Company

**Staff Recommendation**

Approve the purchase of one John Deere Tractor.

**Background Information**

The golf course maintenance team requires an additional tractor to effectively operate a recently acquired pull-behind rough mower. The existing tractor is aging and struggling to meet the demands of current mowing needs.

A second, more capable tractor will increase productivity by allowing staff to mow larger areas more quickly and maintain consistent turf quality. It also provides operational flexibility for completing multiple tasks simultaneously, improving overall maintenance efficiency. The tractor will be purchased through the Sourcewell Contract with Deere & Company.

**Council Priorities Served**

*Establishing Strong City Brand*

Supports operational efficiency and responsible asset management by enhancing maintenance capabilities and reducing equipment strain.

**Operational Issues**

None

**Fiscal Impact**

The cost of the tractor will be \$53,310 and will be paid for out of the Golf Department's operating budget for fixed assets.

**Attachments**

Contract with John Deere & Company



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
JOHN DEERE & COMPANY  
FOR PURCHASE OF CAB UTILITY TRACTOR WITH ACCESSORIES**

This Contract 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 ("City") and **DEERE & COMPANY**, a corporation of the State of Delaware ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell Contract 082923-DAC between Sourcewell and Deere & Company, effective date through October 11, 2027, hereinafter, "Sourcewell Contract"*
- *Deere & Company quote dated March 5, 2025, for One (1) John Deere 5067E Cab Utility Tractor with accessories as specified on the quote, "Contractor's Quote" (Exhibit A)*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, the Sourcewell Contract*
- *Fourth, Contractor's Quote*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase one (1) **John Deere 5067E Cab Utility Tractor with accessories and options as specified on the Contractor's Quote**, and as set forth in the Sourcewell Contract.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the Sourcewell Contract on October 11, 2027. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of 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. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for One (1) John Deere 5067E Cab Utility Tractor with accessories and options as highlighted on the Contractor's Quote for a **Total Purchase Price of Fifty-Three Thousand, Three Hundred Ten Dollars and Sixty Cents (\$53,310.60)**, including delivery and trade-ins as listed on the Contractor's Quote. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
  - b. Deliveries and pick-up of all items shall be made within 30 days (4 weeks) of issuance of Purchase Order to Attn: Trey Adams – Director of Golf – 1028 Golf Lane, Murfreesboro, TN 37129. Contact Person Trey Adams, Director (tel. 615-603-9030; email: [radams@murfreesborotn.gov](mailto:radams@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.
  - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
  - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth by the manufacturer and the bid specifications.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.



c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  1. Procure for the City the right to continue using the products or services.
  2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

*If to the City of Murfreesboro:*  
City of Murfreesboro  
Attn: City Manager  
111 West Vine Street  
Murfreesboro, TN 37130

*If to the Contractor:*  
Deere & Company  
Attn: Jennifer M. Smith, B2G Contract  
Administrator 2000 John Deere Run  
Cary, NC 27513

TriGreen Equipment LLC  
Attn: Johnathan Mingle  
464 Middle Tennessee Blvd.  
Murfreesboro, TN 37129  
danielhinrichs@trigreen.com



7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall 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 contracts.

16. **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 Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern 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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
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 Contract shall not be 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**

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

**Deere & Company**

Signed by:  
By: Jennifer Smith  
C44230CE47A24D5...  
Jennifer M. Smith, Contract Administrator

APPROVED AS TO FORM:

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



JOHN DEERE

**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

- ☐ 2000 John Deere Run  
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

**For any questions, please contact:**

**Mingle Johnathan**

TriGreen Equipment LLC  
464 Middle Tennessee Blvd  
Murfreesboro, TN 37129

Tel: 615-890-6258

Fax: 615-893-9939

Email: [johnathanmingle@trigreen.com](mailto:johnathanmingle@trigreen.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.





**JOHN DEERE**



**Quote Id: 32426408**

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

TriGreen Equipment LLC  
464 Middle Tennessee Blvd  
Murfreesboro, TN 37129  
615-890-6258  
danielhinrichs@trigreen.com

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05 March 2025

Murfreesboro Golf Course  
TN

Thank you for allowing TriGreen Equipment to quote your equipment needs. TriGreen is committed to providing affordable property solutions for the farm, home, and worksite.

John Deere quality and reliability is unsurpassed when backed by TriGreen sales, parts, and service support. To enhance your ownership experience TriGreen is proud to offer our exclusive Encore Performance Programs which allows you to prepay your annual maintenance, extend factory warranty, and help control total cost of ownership.

Thank you for the opportunity to be your equipment solutions provider.

Mingle Johnathan  
615-890-6258  
TriGreen Equipment LLC





**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

TriGreen Equipment LLC  
464 Middle Tennessee Blvd  
Murfreesboro, TN 37129  
615-890-6258  
danielhinrichs@trigreen.com

**Quote Summary**

**Prepared For:**

Murfreesboro Golf Course  
TN

**Delivering Dealer:**

**TriGreen Equipment LLC**  
Mingle Johnathan  
464 Middle Tennessee Blvd  
Murfreesboro, TN 37129  
Phone: 615-890-6258  
johnathanmingle@trigreen.com

**Quote ID:** 32426408  
**Created On:** 05 March 2025  
**Last Modified On:** 05 March 2025  
**Expiration Date:** 31 March 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5067E Cab Utility Tractor	\$ 61,408.20	\$ 53,310.60 X	1 =	\$ 53,310.60
JDLINK Set Up	Included, Value of \$ 0.00	\$ 0.00 X	1 =	\$ 0.00
<b>Contract:</b> Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)				
<b>Price Effective Date:</b> March 4, 2025				
<b>Equipment Total</b>				<b>\$ 53,310.60</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 53,310.60
Trade In	
SubTotal	<b>\$ 53,310.60</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 53,310.60
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 53,310.60</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*



# Selling Equipment

Quote Id: 32426408 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:

TriGreen Equipment LLC  
464 Middle Tennessee Blvd  
Murfreesboro, TN 37129  
615-890-6258  
danielhinrichs@trigreen.com

## JOHN DEERE 5067E Cab Utility Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG  
70)

Price Effective Date: March 4, 2025

Suggested List \*

\$ 61,408.20

Selling Price \*

\$ 53,310.60

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
07C1LV	5067E Cab Utility Tractor	1	\$ 42,923.00	14.00	\$ 6,009.22	\$ 36,913.78	\$ 36,913.78
<b>Standard Options - Per Unit</b>							
183N	JDLink™ Modem	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	PowrReverser™ 12F/12R Transmission with 540/540E PTO	1	\$ 3,421.00	14.00	\$ 478.94	\$ 2,942.06	\$ 2,942.06
1725	Loader Prep Package	1	\$ 1,802.00	14.00	\$ 252.28	\$ 1,549.72	\$ 1,549.72
2050	Standard Cab	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3310	Single Mechanical Stackable Rear SCV	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Mid Valves with Mechanical Joystick Control	1	\$ 1,485.00	14.00	\$ 207.90	\$ 1,277.10	\$ 1,277.10
5185	16.9-28 In. 6PR R1 Bias	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 6,765.00	14.00	\$ 947.10	\$ 5,817.90	\$ 5,817.90
6111	11.2-24 10PR R1 Bias	1	\$ 1,444.00	14.00	\$ 202.16	\$ 1,241.84	\$ 1,241.84
<b>Standard Options Total</b>			<b>\$ 14,917.00</b>		<b>\$ 2,088.38</b>	<b>\$ 12,828.62</b>	<b>\$ 12,828.62</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
Turf Tires	Turf Tires	1	\$ 3,568.20	0.00	\$ 0.00	\$ 3,568.20	\$ 3,568.20
<b>Dealer Attachments Total</b>			<b>\$ 3,568.20</b>		<b>\$ 0.00</b>	<b>\$ 3,568.20</b>	<b>\$ 3,568.20</b>
<b>Value Added Services</b>							
	JDLink Set Up	1	\$ 0.00			\$ 0.00	\$ 0.00
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 61,408.20</b>		<b>\$ 8,097.60</b>	<b>\$ 53,310.60</b>	<b>\$ 53,310.60</b>



JOHN DEERE

TRIGREEN  
EQUIPMENT



# Selling Equipment

Quote Id: 32426408

Customer Name:

---

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

TriGreen Equipment LLC  
464 Middle Tennessee Blvd  
Murfreesboro, TN 37129  
615-890-6258  
danielhinrichs@trigreen.com

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**TriGreen Equipment Protection Program****COMPACT UTILITY TRACTOR - 10 YEAR LIMITED WARRANTY (Engine & Powertrain) SCHEDULE OF COVERAGE FORM****IMPORTANT NOTICE TO PURCHASER**

The TriGreen Equipment Protection Program only applies to covered engine and powertrain components of Covered Equipment which is specifically described in the Schedule of Coverage below and is subject to the terms, conditions, and limitations set forth in the TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form. Throughout the TriGreen Equipment Protection Program, the terms "you" and "your" refer to the initial purchaser of the Covered Equipment from TriGreen Equipment. The terms "we," "us," and "our" refer to TriGreen Equipment, LLC (also referred to as "TriGreen Equipment"). Read the TriGreen Equipment Protection Program carefully. Your rights and remedies under the TriGreen Equipment Protection Program are limited as indicated below. The Coverage Term below may be terminated prior to expiration under the provisions of Section 6 of the TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form. If you are purchasing equipment that is normally used for personal, family or household purposes, the following will apply: where permitted by law, any implied warranty of merchantability or fitness for a particular purpose applicable to the covered equipment is limited in duration to the term of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The TriGreen Equipment Protection Program is not insurance. For questions and inquiries, please contact your local TriGreen Equipment location.

**Purchaser Information**

Name:
Address:
City, State, Zip:
Email Address:

**Dealership Information**

Name:
Address:
City, State, Zip:
Phone:

**Covered Equipment**

Model#:
Serial Number:
Engine Hours at Delivery:
Delivery Date:

**Plan Information**

Deductible After Factory Warranty Expires: \$200.00
Compact and Utility Tractor Series:
10 Years or 2000 Engine Hours, whichever comes first

**Engine and Powertrain Limited Warranty Summary of Terms (see the Limited Warranty Coverage Form below for additional terms and conditions)**

- A. This limited warranty covers the Covered Equipment for the expected natural life of the product, which is defined in Section 1(a) of the included TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form.
- B. For each covered event under the TriGreen Equipment Protection Program you will be required to pay a \$200 deductible after the expiration of the factory warranty.
- C. You must pay our standard trip charges or related cost for service calls to perform covered repairs or replacements during the Coverage Term, as well as any costs relating to the transportation of the Covered Equipment to and from any TriGreen Equipment location.
- D. Annual maintenance service must be provided by TriGreen Equipment during the Coverage Term. Annual maintenance service must be performed during our Winter offseason time period, defined as between November 1st and February 28th.
- E. Warranty is for residential customers only.
- F. To Obtain Warranty Service: You must take the Covered Equipment, proof of original retail purchase date, and proof of annual maintenance by TriGreen Equipment, to a TriGreen Equipment location during normal business hours and ask for the Service Department.

\_\_\_\_\_  
**Customer Signature**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Authorized Signature**\_\_\_\_\_  
**Date**

Use of Information/Privacy Consent: Personal information obtained in connection with this TriGreen Equipment Protection Program is being collected, used and disclosed in accordance with the privacy policy of TriGreen Equipment. Such personal information will be used for the purpose of fulfilling the terms of the TriGreen Equipment Protection Program and may be used to provide Purchaser with additional marketing and promotional information about TriGreen Equipment and its products and services.





**TRIGREEN EQUIPMENT LIMITED WARRANTY (ENGINE & POWERTRAIN) COVERAGE FORM**

1. **COVERAGE:** Subject to the terms and conditions of the TriGreen Equipment Protection Program, we will repair or replace, at our option, COVERED COMPONENTS (as defined below) of Covered Equipment described in the Schedule of Coverage that are defective in material or workmanship. For the TriGreen Equipment Protection Program to apply, the repair or replacement of Covered Components must be performed by an authorized TriGreen Equipment employee. Such repair or replacement will be made without charge to you except as described in Section 8 <DEDUCTIBLE> and any additional charges for service calls or transportation as set forth in the TriGreen Equipment Protection Program. The TriGreen Equipment Protection Program is not effective unless and until the TriGreen Equipment Protection Program document has been signed by you and an authorized representative of TriGreen Equipment.
  - a. The expected natural life of the product is defined as 10 years or 2,000 engine hours, whichever comes first (the "Coverage Term"). The Coverage Term will begin on the Delivery Date and Engine Hours identified on the Schedule of Coverage.
2. **COVERED COMPONENTS:** The TriGreen Equipment Protection Program only applies to covered engine and powertrain components of Covered Equipment. Covered Components mean only the factory installed or genuine manufacturer replacements listed below, as well as related components that perform a similar function:
  - a. Engine Components means the cylinder block, head, rocker arm cover, oil pan, timing gear covers, and all parts contained inside any one of these components. Covered engine components also means the fuel injection pump and injectors, electronic fuel injection controller, electronic unit injectors, turbo charger, flywheel, water pump, intake and exhaust manifolds attached to the cylinder head, oil coolers mounted directly to the engine, crankshaft torsional damper, and starter.
  - b. Powertrain Components means the transmission case: clutch, differential, ring gear, pinion, and axle housings: final drive housings (inboard and outboard): mechanical front wheel drive clutch housing: pump drive, power take off clutch, and powertrain housings: and all parts contained inside any one of these components (except seals on external shafts, dry clutch parts and steering cylinders). Covered powertrain components also means input and output shafts, transmission control valves (including solenoid shift valves), electronic transmission controllers, drivelines and U-joints, transmission charge and lubrication pumps, and driveline torsional damper.
3. **NOT COVERED COMPONENTS:** Engine and powertrain components that are Not Covered Components, include, but are not limited to, the following:
  - a. Engine Components Not Covered include external pipes and hoses (such as, but not limited to, turbo charger, oil line, injector pump lines, and air intake hoses and clamps), variable speed fan drive, viscous fan drive, or fan and accessory drive belts, accessory mounting brackets, accessories, after-coolers, fuel transfer pumps, and normal wear parts such as seals. Other electronic controls (such as but not limited to hand and foot throttle, internal cab controllers, etc.) are also not covered.
  - b. Powertrain Components Not Covered include seals on external shafts, dry clutch parts, steering cylinders, external linkages, pipes and hoses: rims, tires, and tubes: and components mounted to but not functionally part of the drive train, including but not limited to rockshaft parts, mounting brackets, and cylinders. Other powertrain components that are Not Covered Components also include the main hydraulic pump, reverser lever, three-point hitch controller, and suspension components and systems, such as, but not limited to systems for axles, cabs and tracks.
4. **COVERAGE LIMITATIONS:**
  - a. The following are not included in and not covered by the TriGreen Equipment Protection Program unless required to be covered by Law:
    - i. Overtime labor charged in excess of our normal labor rate:
    - ii. Charges for service calls or for transportation or storage of the Covered Equipment:
    - iii. Depreciation, damage or failure caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, or lack of proper protection during storage:
    - iv. Loss or damage due to theft, vandalism or riot, the elements, fire, explosion, chemicals or salt, or collision or other accidents:
    - v. Subject to the items that are included in the annual maintenance plan terms of the TriGreen Equipment Protection Program normal maintenance and replacement of maintenance items (including the cleaning or replacement of particulate filters), wear items (such as, but not limited to brake and clutch components), or consumables: and
    - vi. Any defect in a non-covered component or damage to or failure of a Covered Component caused by a defect in a noncovered component.
  - b. The following are not included in and are not covered by the TriGreen Equipment Protection Program:
    - i. Failures covered under any other warranty, product improvement program or product recall, other service agreement, or insurance, including, without limitation, any warranty issued by the manufacturer of the Covered Equipment:
    - ii. Failures occurring while the Covered Equipment is being used for any illegal purpose:
    - iii. Costs incurred for discretionary retrofitting of current design components on older Covered Equipment or reconditioning of the Covered Equipment or its components:
    - iv. Expenses associated with any repair required or provided for by any regulation or order of a court or regulatory agency, or by consent decree or settlement:
    - v. Damage to other property or injury to any person:
    - vi. Any indirect or consequential damage or injuries, including but not limited to loss of crops or profits, rental charges for substitute equipment, or other loss of income, or loss of use: NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you:





- vii. Failure of the Covered Equipment to meet any federal, state, provincial, or local emission requirements unless this failure is the result of the failure of a Covered Component:
  - viii. The cost of cleanup or damages for any liability resulting from the escape, release, or discharge of any pollutants or waste, and:
  - ix. Any other cost, damage, event or other circumstance that is not specifically covered pursuant to Section 1 (COVERAGE) above.
- 5. WHEN COVERAGE APPLIES: The TriGreen Equipment Protection Program will apply during the Coverage Term indicated in the Schedule of Coverage selected unless one of the events described in Section 6 below occurs, in which case, plan coverage will terminate immediately.
- 6. TERMINATION OF COVERAGE: The TriGreen Equipment Protection Program will terminate immediately when any of the following occur:
  - a. The Coverage Term has expired:
  - b. The Covered Equipment's engine hour meter stops working or has been tampered with, or is otherwise rendered inaccurate or inoperable (we may waive this provision, in writing, upon repair or replacement of the engine hour meter if actual hours can be verified):
  - c. The Covered Equipment is modified or altered in ways not in accordance or compliance with factory specifications:
  - d. Service or repair, affecting the Covered Components, other than normal maintenance and/or replacement of service items, is performed by someone other than TriGreen Equipment:
  - e. The Covered Equipment is moved to a location outside TriGreen Equipment's Area of Responsibility as defined by John Deere:
  - f. The manufacturer's warranty is terminated or voided prior to the original expiration date for any reason: or
  - g. The Covered Equipment is sold or otherwise transferred to a new owner or after the Covered Equipment is first leased or rented by you to any third party:
  - h. The Covered Equipment is used for commercial purposes:  
Annual maintenance is not performed on the Covered Equipment by a TriGreen Equipment technician during the
- 7. MAXIMUM RECOVERY: Our cumulative liability over the Coverage Term for covered repairs or replacements of Covered Components shall not exceed your purchase price for the Covered Equipment.
- 8. DEDUCTIBLE: For each covered repair event under the TriGreen Equipment Protection Program, you must first pay the Deductible, indicated in the Schedule of Coverage, for the parts and labor charges for that repair. Once a deductible has been paid for a covered repair event, subsequent work, performed under the TriGreen Equipment Protection Program, and required due to failure of the original repair by TriGreen Equipment, will not be subject to additional deductibles. A covered repair event will include all covered parts and labor charges included under a single work order.
- 9. MAINTENANCE OF COVERED EQUIPMENT AND RECORDS: You must properly maintain the Covered Equipment and, at your expense, perform scheduled maintenance in accordance with the Operators Manual for the Covered Equipment. You must maintain records of all scheduled maintenance, repair, or service work completed and must present these records to us, upon our request, to verify compliance with this condition. The equipment must be serviced and inspected annually by TriGreen Equipment.
- 10. ASSIGNMENT: Your interest in the TriGreen Equipment Protection Program cannot be assigned. Subject to the Coverage Term, the TriGreen Equipment Protection Program will apply only to the Covered Equipment described in the Schedule of Coverage while you are the owner of the Covered Equipment and have not leased or rented the Covered Equipment to a third party. If you sell the Covered Equipment to a new owner, any remaining coverage under the TriGreen Equipment Protection Program will not apply to the subsequent purchaser.
- 11. COSTS: You acknowledge and understand that you did not pay any additional consideration for the TriGreen Equipment Protection Program and that it was offered as a standard feature in connection with your purchase of the Covered Equipment from TriGreen Equipment. If you sell the Covered Equipment prior to the expiration of the TriGreen Equipment Protection Program, any remaining coverage will not be transferred to the new owner.
- 12. CHANGES: The TriGreen Equipment Protection Program contains all your rights and responsibilities for coverage to apply. The terms, conditions, or limitations of this TriGreen Equipment Protection Program can only be amended or changed if approved in writing by the management team of TriGreen Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

**Item Title:** Purchase of EZ-GO Hauler Pro Elite Utility Carts

**Department:** Golf

**Presented by:** Trey Adams, Director, Golf

**Requested Council Action:**

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

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**Summary**

Consider purchase of EZ-GO Hauler Pro Elite Utility Carts from Textron E-Z-GO LLC.

**Staff Recommendation**

Approve the purchase of four utility carts from Textron.

**Background Information**

Staff seek to replace five aging utility carts (four from 2017, one from 2007) with four new models. The current carts are increasingly unreliable. The new units feature lithium batteries, which are more energy-efficient, require lower maintenance, charge faster, and have a longer lifespan than lead-acid batteries—reducing downtime and long-term costs. The utility carts were part of the bid process and will be purchased through the Omnia Contract with Textron E-Z-GO LLC.

**Council Priorities Served**

*Responsible budgeting*

By replacing aging utility carts, we can avoid costly repairs. The new lithium batteries will have reduced operational costs and a longer lifespan.

**Operational Issues**

None

**Fiscal Impact**

The cost of the four new carts will be \$51,400. The carts will be purchased outright, utilizing funding approved in the FY25 CIP plan, with the trade-in value of the existing carts applied to the total cost.

**Attachments**

Contract with Textron E-Z-GO LLC



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
TEXTRON E-Z-GO LLC (d/b/a Cushman)  
FOR PURCHASE OF HAULER PRO ELITE CARTS WITH ACCESSORIES**

This Contract 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 ("City") and **TEXTRON E-Z-GO LLC**, a limited liability company of the State of Delaware ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Omnia Contract R210201 between Omnia and Textron E-Z-GO LLC, effective date through September 30, 2025 hereinafter, "Omnia Contract"*
- *Textron E-Z-GO LLC, quote dated March 4, 2025 for Four (4) 2024 Hauler Pro Elite carts with accessories as highlighted on the quote, "Contractor's Quote" (Exhibit A)*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, the Omnia Contract*
- *Fourth, Contractor's Quote*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase four (4) Hauler Pro Elite carts with accessories and options as highlighted on the Contractor's Quote. Contractor agrees to provide a credit for five (5) trade-in carts, including three (3) 2017 Club Car Lead Acid Electric carts, one (1) 2017 Club Car Gas cart, and one (1) 2007 Club Car Bev Unit cart, as set forth on Contractor's Quote, and as set forth in the Omnia Contract.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the Omnia Contract on September 30, 2025. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of 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. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for Four (4) Hauler Pro Elite carts with accessories as highlighted on the Contractor's Quote for a **Total Purchase Price of Fifty-One Thousand, Four Hundred Dollars and Zero Cents (\$51,400.00)**, including delivery and trade-ins as listed on the Contractor's Quote. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
  - b. Deliveries and pick-up of all items shall be made within 70 days (10 weeks) of issuance of Purchase Order to Attn: Trey Adams – Director of Golf – 1028 Golf Lane, Murfreesboro, TN 37129. Contact Person Trey Adams, Director (tel. 615-603-9030; email: [radams@murfreesborotn.gov](mailto:radams@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.
  - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
  - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth by the manufacturer and the bid specifications.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  1. Procure for the City the right to continue using the products or services.
  2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

*If to the City of Murfreesboro:*  
City of Murfreesboro  
Attn: City Manager  
111 West Vine Street  
Murfreesboro, TN 37130

*If to the Contractor:*  
Textron E-Z-GO, LLC & Cushman  
Attn: Brad King, Territory Sales Manager TN  
5303B Kentucky Ave.  
Nashville, TN 37209  
[bking@textron.com](mailto:bking@textron.com)

7. **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.



8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall 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 contracts.



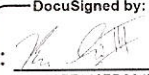
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor 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 Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern 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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
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 Contract shall not be 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**

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

**Textron E-Z-GO, LLC**

DocuSigned by:  
By:  \_\_\_\_\_  
1007E1487D82476  
Rocca Sica, VP and General Counsel

**APPROVED AS TO FORM:**

Signed by:  
 \_\_\_\_\_  
43A2025551F3407  
Adam F. Tucker, City Attorney



## Textron E-Z-GO LLC

**CUSHMAN.****2024 Hauler Pro & 1200**

Quote Date: 3/4/25 Price good for 45 Days

ORDER FROM AUGUSTA, GA  
[TEL] 800 241-5855

Effective: July 1st, 2024

HAULER SERIES	Platform	Model Number	MSRP
Hauler PRO ELITE	10002067	10002070	\$14,162
Hauler 1200 Gasoline, EFI	660728	10026724G01	\$11,561

**Standard Equipment:**

Color: Forest Green Body with Grey Seats  
 K500, 18 x 8.5-8, 6 Ply Tires on Black Wheels. Two Wheel Mechanical Brakes.  
 ELITE Twin 4.2 Batteries with ELITE World Charger and DC/DC Converter  
 Halogen Headlights, Brush Guard and Comfort Grip Steering Wheel with Scorecard Holder  
 Plastic Bed Box (Manual Lift) & 2 in (5cm) Rear Receiver  
 Gauges: Speed, SOC, Hour Meter (on ELITE) Fuel & Oil (on Gas EFI)

Factory Installed Optional Equipment:	Pro ELITE	1200 EFI	Part Number	MSRP
<b>TIRES &amp; WHEELS</b>				
<b>Turf Tires</b>				
K500, 18 x 8.5-8, 6 Ply, Black Wheel	•	•	652963G01/G02	Standard
K500, 20 x 8-10, 6 Ply, Black Wheel	•	•	652962G01/G02	\$125
<b>Improved Surface</b>				
Load Star, DOT 20.5 x 8 - 10, 6 Ply, Black Wheel	•	•	652964G01/G02	\$134
<b>Wheel Covers</b>				
8" Metallic Gold (Set of 4)	•	•	606353	\$41
8" Metallic Silver (Set of 4)	•	•	611321	\$41
10" Metallic Silver (Set of 4)	•	•	653243	\$83
<b>COLORS</b>				
<b>Colors</b>				
Standard: Forest Green	•	•	651540G0037	Standard
Add'l Standard: Patriot Blue, Bright White, Flame Red, Black	•	•	651540G00XX	\$0
Special Colors: Orange, Safety Yellow, Metallic Charcoal	•	•	651540G00XX	\$248
<b>Side Decals</b>				
Standard: Matte Black	•	•		Standard
Forest Green, Patriot Blue, Bright White, Flame Red	•	•	653158G37/G19/G38/G39	\$27
<b>Seat Colors</b>				
Contoured Seat Color: Grey	•	•	651798G04	Standard
Additional Standard Contoured Seat Colors: Stone Beige, Black	•	•	651798G02/G06	\$0
<b>Premium Seating: Black, Grey</b>	•	•	<b>647268G0121/119</b>	<b>\$425</b>
<b>VEHICLE ENHANCEMENTS</b>				
<b>Brakes</b>				
Two Wheel Mechanical Brakes: ELITE, Gas EFI	•	•	651517G07/G05	Standard
Four Wheel Mechanical Brakes	•	•	651155	\$531
Four Wheel Hydraulic Brakes (Requires 10" Wheels)	•	•	651711	\$969
<b>Powertrain</b>				
<b>Limited Slip Differential</b>	•		10006078G03 or G01	Standard
Limited Slip w/ Differential (Scuff) Guard (Mechanical Brakes)	•		10006078G04	\$110
Limited Slip w/ Differential (Scuff) Guard (Hydraulic Brakes)	•		10006078G02	\$110
Limited Slip Differential		•	622598	\$355
<b>Other</b>				
Brush Guard	•	•	662018G02	Standard
Comfort Grip Steering Wheel with Scorecard Holder	•	•	653027G04	Standard
Fender Flare Large	•	•	651888G03	\$72
Fender Flare Small (Included when 10" Wheels are selected)	•	•	651888G02	\$0
CE Kit (Std on ELITE)		•	614168	\$88
Note: CE Certification (Cab or Ball Cage - not available with Aluminum Bed)				
<b>ELECTRICAL</b>				
<b>Chargers</b>				
DC/DC Converter (30 amp)	•			Standard
ELITE World Charger, 10' (3.0m) Cord	•		10030085G11	Standard
ELITE Light World Charger, 10' (3.0m) Cord (Recommended for 2.2 Single Pack Only)	•		10030085G13	-\$100
ELITE Light World Charger, 10' (3.0m) Cord, Int'l (Recommended for 2.2 Single Pack Only)	•		10030085G14	-\$100
ELITE On-Board Rapid Charger	•		10006167	\$475
ELITE On-Board Rapid Charger, International	•		10006193	\$475
<b>Batteries</b>				
ELITE 4.2 Twin Pack	•		10027309G02	Standard
ELITE 6.2 Triple Pack	•		10027309G03	\$1,500
ELITE 2.2 Single Pack	•		10027309G01	-\$1,500
12 Volt Heavy Duty Battery		•	653220	\$40

Confidential  
 Prices subject to change without notice  
 State & local taxes & fees apply  
 © Textron Specialized Vehicles

Cushman  
 1451 Marvin Griffin Rd.  
 Augusta, GA 30906  
 1-800-241-5855

All prices Ex-works Augusta, GA, 30906  
 All orders subject to acceptance & credit approval by TSV  
 Terms: Net 30 days




**CUSHMAN.**
**2024 Hauler Pro & 1200**
*Last Revised: 3/11/2025*
**ORDER FROM AUGUSTA, GA**  
**[TEL] 800 241-5855**
**Factory Installed Optional Equipment:**

	Pro ELITE	1200 EFI	Part Number	MSRP
<b>Lighting</b>				
Halogen Headlights	•	•	651497G01	Standard
LED Headlights: ELITE, Gas EFI	•	•	651497G05/G06	\$214
Turn Signals with 4-Way Flashers (Brake Lights Required)	•	•	10029577/667279	\$305
Brake Lights & Tail Lights (Mechanical Brakes): ELITE, Gas EFI	•	•	651517G28/G06 & 651012G02	\$194
Brake Lights & Tail Lights (Hydraulic Brakes)		•	649352G02 & 651012G02	\$194
<b>Dash Plate</b>				
Gauge: Speed, SOC, Hour Meter	•		691550	Standard
Fuel/Oil Gauge		•	666267G02	No Charge
Hour Meter		•	663562	\$60
USB Outlet (n/a for CE)		•	653132	\$172
USB Outlet (Silver Gauge Plate Required - CE Approved)	•		666267G13	\$172
Unique Key Switch		•	652577G04	\$32
Unique Key Switch	•		678068	\$32

**STORAGE, HAULING & TOWING**

<b>Storage Options</b>				
Superintendent - Storage Package (Glove Box Door, Shelf, Mats)	•	•	650785/651611/665672	\$147
<b>Bed Options</b>				
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	•	•	653371	Standard
Aluminum Flat Bed (Manual Lift): 45" x 47.25" (Not CE)	•	•	653399	\$140
Aluminum Bed Box (Manual Lift): 45" x 47.25" x 12.5" - 15 cu ft	•	•	653393	\$695
Electric Bed Lift (Select bed in addition to electric dump part)	•	•		\$487
<b>Towing Accessories</b>				
Rear Receiver 2 in (5 cm)	•	•	74270G11	Standard
Ball Hitch 1 7/8 in (48 mm)	•	•	74492G01	\$98
Angle Hitch	•	•	74492G03	\$109
Clevis Hitch	•	•	74492G05	\$109

**Field Installed Accessories \*Prices do not include labor**

	Pro ELITE	1200 EFI	Part Number	MSRP
<b>PLASTIC BED ACCESSORIES</b>				
Bed Net (Pocket)	•	•	652838	\$51
D-Ring Tie Down, Qty 4	•	•	652349	\$55
Tailgate Long Handled Tool Holder with Bed Divider	•	•	652510	\$313
Bed Divider	•	•	652657	\$226
Elevated Long Handled Tool Holder	•	•	664375	\$157
<b>ALUMINUM BED ACCESSORIES</b>				
D-Ring Tie Down, Track Mount, Qty 4	•	•	652347	\$40
Elevated Long Handled Tool Holder	•	•	658536	\$100
Bed Divider	•	•	652674	\$259
<b>WEATHER PROTECTION</b>				
Canopy Top, Plastic, Black/Tan/Champagne Beige	•	•	651917G01/G02/G03	\$450
Canopy Storage Net (For plastic canopy)	•	•	653594	\$30
Windshield Flat	•	•	649883	\$167
Windshield Fold Down	•	•	10009760	\$167
Enclosure - Black	•	•	652344G02	\$494
<b>CABS, BALL CAGES, AND RANGE PICKERS</b>				
Cab - ROPS Certified (Brushguard included - USB N/A)	•	•	652855	\$4,770
Ball Cage - ROPS Certified	•	•	652856	\$3,600
Cab - Strobe Light	•	•	618916	\$227
Easy Picker Range Picker Adapter (brushguard not available)	•	•	664429	\$619
<b>OTHER ENHANCEMENTS</b>				
Drop In Refresher w/ Counter Top and Consumable Ice Tray	•	•	666929G04	\$2,877
Mirror - 5 Panel (Close Out)	•	•	601379	\$40

**Aftermarket Accessories**
*\*Ordered separately from the vehicle from Parts & Accessories*

	Pro ELITE	1200 EFI	Aftermarket Accessories Order Separately from Parts & Accessories
<b>HAULER ACCESSORIES</b>			
<b>NEW OPS (Black, Stone Beige, Tan, or Oyster)</b>	•	•	10042725GXX
<b>NEW OPS Windshield</b>	•	•	10034078
<b>NEW OPS Side Mirrors</b>	•	•	10019138
Enclosure - Tan	•	•	652344G03
Enclosure - White	•	•	652344G01
Radio Holder Clip, Hauler & 2021+ Express	•	•	666985
Bed Cage/Hoop Rack, Aluminum Box Bed	•	•	658573
Ladder Rack & Hook Kit (Cage/Hoop Rack 650970 Required), Aluminum Box Bed	•	•	650921
Cross Bar Kit (Cage/Hoop Rack 650970 Required), Aluminum Box Bed	•	•	650985
Flexible Tool Clamp Kit, 2 Small 2 Large, Fits Bed Cage or Elevated Tool Holder	•	•	652615
Front Wall Bed Tool/Moisture Meter Holder, Plastic Bed	•	•	664374
Floor Mounted Accessory Holder	•	•	666366
Pedal Guard	•	•	666379

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All prices Ex-works Augusta, GA, 30906  
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**CUSHMAN.****2024 Hauler Pro & 1200***Last Revised: 3/11/2025***ORDER FROM AUGUSTA, GA****[TEL] 800 241-5855**

Gun Mount - Floor Kit (Fixed location)	•	•	654045
Front Basket Kit	•	•	652292
Cab - Work Light (LED)	•	•	629631
<b>UNIVERSAL ACCESSORIES</b>			
Steering Wheel - Scorecard Holder Plate	•	•	652801
Comfort Grip Steering Wheel	•	•	602980
Center Mirror, 5 Panel	•	•	PF10101
Center Mirror, Convex, 180 Degree View	•	•	PF11712
Side Mirror Kit w/o LED	•	•	PF12195

**\*Please Refer to Custom Price Pages For More Options**

EZGO FD Discount is a discount offered to EZGO Factory Direct Golf Customers

Omnia Contract #R210201 with Textron E-Z-GO LLC

(1) Hauler Pro Elite  
 MSRP- \$14,162  
 Accessories- \$2,418  
 Total- \$16,580  
 Less Omnia Discount (10%) - \$14,922  
 Less EZGO FD Discount - **\$14,775.00**

Trades:  
 (3) 2017 Club Car Lead Acid Elec- \$5,100 Total  
 (1) 2017 Club Car Gas - \$1,700  
 (1) 2007 Club Car Bev Unit- \$900  
**Total: \$7,700**

(4) Hauler Pro Elite- \$59,100  
 Trade In Credit- \$7,700  
**Total- \$51,400**



# COUNCIL COMMUNICATION

**Meeting Date: 05/1/2025**

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**Item Title:** Pyro Shows, Inc., Agreement for Fireworks for the 4<sup>th</sup> of July

**Department:** Parks and Recreation

**Presented by:** Rachel Singer, Assistant Director

**Requested Council Action:**

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

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**Summary**

Consider Pyro Shows, Inc., Agreement for Fireworks for the 4<sup>th</sup> of July.

**Staff Recommendation**

Approve Agreement with Pyro Shows, Inc.

**Background Information**

Every year, Murfreesboro Parks and Recreation provides a fireworks show for the public. Each show is a successful event to allow the community to gather and enjoy this holiday.

This agreement includes an option to extend two additional years, 2026 and 2027, for fireworks performed on July 4<sup>th</sup>.

**Council Priorities Served**

*Establish strong City brand*

It is important to continue to provide a quality fireworks show that the community has become accustomed to. Each 4<sup>th</sup> of July thousands of people go to various locations around the City to view the grand display of fireworks.

**Fiscal Impact**

Annual cost is \$38,000, totaling \$114,000 for a full 3-year contract. Funding will come from the operational budget.

**Attachment**

Pyro Shows, Inc., Agreement

## **Agreement for Fireworks for the 4th of July**

This Agreement is entered into and effective as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the “City”), and **Pyro Shows, Inc.**, a Corporation of the State of Tennessee (“Contractor”).

This Agreement consists of the following documents:

- This document
- ITB-33-2025 - July 4<sup>th</sup> Fireworks Show issued March 11, 2025 (the “Solicitation” and/or “ITB”);
- Contractor’s Proposal, dated April 1, 2025 (“Contractor’s Proposal”);
- Contractor’s Price Proposal, dated April 1, 2025 (the “Price Proposal”); and
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor’s Proposal.

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

- a. Contractor shall provide the City with a 4th of July Fireworks Display as specified in “ITB-33-2025 – July 4th Fireworks Show” listed under “Bid Specifications” of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses, and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. The services, pursuant to this Agreement, must be completed on July 4, 2025 (“Initial Term”). Upon mutual agreement, the Parties may exercise the option (“Option Term”) to extend this Agreement for up to two (2) terms/years for firework services to be performed on July 4, 2026, and/or July 4, 2027. Delivery is to the City of Murfreesboro Parks and Recreation Department located in Murfreesboro, TN. The City’s contact person for this contract, Rachel Singer, ([rsinger@murfreesborotn.gov](mailto:rsinger@murfreesborotn.gov), (615) 642-3723), 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.

- d. Deliveries of all items shall be made as stated in the ITB. Should the Contractor fail to deliver items on or before the required date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - e. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
  - f. Every delivery made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City.
- 2. Term.** The term of this Agreement commences on the Effective Date first listed above and expires July 5, 2025, unless extended in writing by mutual agreement of Contractor and the City or earlier terminated as set forth herein. All bid prices shall be effective until the end of this contract term. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder’s product, service, or delivery; or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor shall submit price increases prior to March 1st of each subsequent year for approval and acceptance by the City Manager. 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. Compensation; Method of Payment.**

- a. The price for services shall be invoiced at the prices set forth in the Contractor's Bid Proposal dated April 1, 2025, which reflects a **total price of \$38,000.00**.
- b. A deposit not to exceed fifty percent (50%) will be paid upon request to the Contractor each year before the display is performed. The balance for the year's display will be paid within thirty (30) days of the successful completion of the display.
- c. Fireworks display must be shown as specified in the ITB's specifications.
- d. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. The fireworks show will be held on July 4, 2025, beginning approximately between 9:00 p.m. and 9:15 p.m. at the location set forth in the specifications. The exact time is to be determined by the City and the Contractor on site.
- f. The services performed will not be considered "accepted" until an authorized agent for the City has determined that the services fully complied with specifications.

**4. Insurance.** During the term of this Agreement, Contractor must maintain:

- a. Commercial General Liability Insurance Coverage of not less than ten million dollars (\$10,000,000). The general liability insurance requirement may be accomplished with a combination of a general liability policy and an excess/umbrella liability policy.
- b. Auto Liability Insurance Coverage of not less than five million dollars (\$5,000,000). The auto liability insurance requirement may be accomplished with a combination of an auto liability policy and an excess/umbrella liability policy.
- c. Workers' Compensation Insurance Coverage of not less than one million dollars (\$1,000,000)
- d. The commercial general liability and auto liability insurance policies shall be written or endorsed to name as additional insureds "The City of Murfreesboro and its elected officials, officers, employees, representatives, and agents" ("Additional Insureds") in connection with all activities related to the fireworks display. These policies shall also waive all rights of subrogation against the Additional Insureds. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

**5. Warranty. Contractor warrants it will provide services in a professional and safe manner according to the standards established in the industry and as outlined herein.** Every item supplied by Contractor shall meet the warranty requirements set by the manufacturer. In addition to any express or implied warranty available to the City, the City may request that the Contractor replace or repair any

defective goods or correct performance by written notice to the Contractor. In that event, the Contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not impair the City's other warranty rights and shall not relieve the Contractor of any liability to the City for damages for the breach of any covenants of the Contract by the Contractor.

**6. 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.

- 7. 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	Pyro Shows, Inc.
City of Murfreesboro	Attn: Travis Forsyth
111 West Vine Street	P.O. BOX 1776
Murfreesboro, TN 37130	LaFollette, TN 37766
	travis@pyroshows.com

- 8. 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 (3) 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.
- 9. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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 contracts.



- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
- 22. Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 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.

**23. 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**

By: \_\_\_\_\_

Shane McFarland, Mayor

**APPROVED AS TO FORM:**

Signed by:

*Adam F. Tucker*

43A2035E51F9401...

Adam F. Tucker, City Attorney

**PYRO SHOWS, INC.**

DocuSigned by:

By: \_\_\_\_\_

*Michael E. Walden*

ECB6E422ABBB4DE

Michael E. Walden, Executive Vice  
President

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Donation of Used Equipment to Lynnville Police Department

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

---

**Summary**

Consider donation of used equipment to Lynnville Police Department.

**Staff Recommendation**

Approve the donation of used equipment to Lynnville PD.

**Background Information**

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

**Council Priorities Served**

*Establish a Strong City Brand*

Assisting other law enforcement agencies helps to develop community partnerships.

**Fiscal Impact**

None.

**Attachments**

1. Surplus Property Disposal Forms
2. Hold Harmless Agreement

## City of Murfreesboro

## Surplus Property Disposal Form

City Department Murfreesboro Police DepartmentShort description of surplus property Warranty Expired Body Armor, old style holsters

Check the proposed method of disposal.

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

Describe the Surplus Property:

Approximate age	<u>over 5 y</u>	Estimated original cost	<u>16,350</u>	(vm)
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)		\$ -
Law Enforcement Restricted ?	<u>no</u>			

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:Expired Point Blank Level III body armor x 10 and Carriers if their size is available  
Safariland holsters old STX style x 10

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

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

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

Signed	<u>[Signature]</u>	Date	<u>4.14.25</u>
	(Department Head)		

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

Signed	<u>[Signature]</u>	Date	<u>4.23.25</u>
	(Fixed Assets Manager)		

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

Signed	<u>[Signature]</u>	Date	<u>4/23/25</u>
	(City Manager or Assist. City Manager)		

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

**CITY OF MURFREESBORO  
DONATION OF UNIFORM EQUIPMENT**

**MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

For and in consideration of the mutual promises and agreements between the parties and for the donation of BODY ARMOR, CARRIERS AND HOLSTERS by the City of Murfreesboro ("City") to the LYNNVILLE POLICE DEPARTMENT

THE CITY AND LYNNVILLE POLICE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

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

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

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

The LYNNVILLE POLICE DEPARTMENT shall be solely responsible for determining whether to use said BODY ARMOR, CARRIERS AND HOLSTERS for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: \_\_\_\_\_

Daren Gore, City Manager

LYNNVILLE POLICE DEPARTMENT

By: \_\_\_\_\_

Printed: \_\_\_\_\_

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

Approved as to form:

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

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Amendment No. 1 to the Pen-Link LTD Contract for Software

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

---

**Summary**

Consider amendment to the contract to renew Pen-Link software subscription.

**Staff Recommendation**

Approve the amendment to renew the PLX Analysis software suite subscription.

**Background Information**

The department purchased the Pen-Link PLX software suite in 2024. It has proven to be a powerful tool for the Real Time Crime Center analysts to efficiently organize and interpret large volumes of information aiding in investigations and intelligence gathering. This amendment will renew our subscription for one year for a total of \$27,662.

Pen-Link, LTD is the sole source provider of all Pen-Link software products.

**Council Priorities Served**

*Maintain public safety*

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

**Fiscal Impact**

The one-year contract price of \$27,662 is funded by the department's FY25 operating budget.

**Attachments**

Amendment No. 1 to the Contract with Pen-Link, LTD.



**AMENDMENT # 1  
TO  
CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
PEN-LINK, LTD.  
FOR SOFTWARE SUBSCRIPTION**

**WHEREAS**, the City of Murfreesboro, a municipal corporation of the State of Tennessee (“City”) and Pen-Link, Ltd., a corporation of the State of Nebraska (“Contractor”), entered into a Contract for the purchase of software licenses, training and services on April 19, 2024; and

**WHEREAS**, the City desires to renew the software licenses for another year from May 1, 2025, to April 30, 2026, as set forth in Quote Number 00052358 issued April 18, 2025 (Attachment A to Amendment #1);

**NOW THEREFORE**, the Contract is amended by renewing the software licenses for another year from May 1, 2025, to April 30, 2026, as set forth in Quote Number 00052358 issued April 18, 2025 (Attachment A to Amendment #1) at a price of \$27,662.95.

In all other respects the Contract between the City of Murfreesboro and Pen-Link, Ltd., is affirmed with no additional changes or modifications. This amendment is hereby effective \_\_\_\_\_.

**CITY OF MURFREESBORO**

**PEN-LINK, LTD.**

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

By: \_\_\_\_\_  
Cory O Donnell, Global Controller  
[codonnell@penlink.com](mailto:codonnell@penlink.com)

Approved as to form:

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



## Quote

Company Address 5944 Vandervoort Dr.  
Lincoln, Nebraska 68516  
United States

Quote Number 00052358  
Created Date 4/18/2025  
Account Number ACC-20140

**Bill To:**

1004 N. Highland Ave  
Murfreesboro, Tennessee 37130  
United States

**Ship To:**

1004 N. Highland Ave  
Murfreesboro, Tennessee 37130  
United States

Prepared By Sheri Madison  
Freight Terms FOB Origin

Expiration Date 4/30/2025  
Payment Terms Net 30

Quantity	Item Description	included
10.00	PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (PHONE) Autoload, analyze, and map CDRs, cell tower data, and cell phone forensics data.	Included
10.00	PLX SOFTWARE LICENSE - SEARCH WARRANT EDITION (IP) to be combined with PROFESSIONAL or INTERCEPT EDITION (TELEPHONE) Autoload and analyze historical internet protocol data from social media, email, and other internet sources.	Included
10.00	ADD-ON: CELL PHONE FORENSICS FOR PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (TELEPHONE) Autoload and analyze cell phone forensic data.	Included
10.00	ADD-ON: PEN-PROXY FOR PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (TELEPHONE) Connect to third-party data providers.	Included
1.00	PLX SOFTWARE MAINTENANCE AND SUPPORT - STANDARD	Included
1.00	PenLink Academy Training Subscription PenLink Academy Training Subscription (1-YR Subscription)	Included
1.00	Annual Training Subscription - Free In-Person Seat	Included
1.00	Annual Training Subscription - Free In-Person Seat	Included
1.00	Annual Training Subscription - Free In-Person Seat	Included
1.00	Annual Training Subscription - Free In-Person Seat	Included
1.00	Annual Training Subscription - Free In-Person Seat	Included
1.00	Annual Training Subscription - Free In-Person Seat	Included
1.00	Annual Training Subscription - Free In-Person Seat	Included
1.00	Annual Training Subscription - Free In-Person Seat	Included

Subtotal	USD 27,662.95
Discount	USD 0.00
Tax	USD 0.00
Total price	USD 27,662.95

Pen-Link, Ltd. DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

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**TERMS AND CONDITIONS:**

<https://www.penlink.com/terms-of-service/>



Quote

Period of Performance: 5/1/2025 - 4/30/2026

Pen-Link, Ltd. DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

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**TERMS AND CONDITIONS:**

<https://www.penlink.com/terms-of-service/>

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Correction to Amendment No. 1 to Purchasing Agreement with Axon

**Department:** Police

**Presented by:** Chief, Michael Bowen

**Requested Council Action:**

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

---

**Summary**

Correction to Amendment No. 1 to Master Services and Purchasing Agreement with Axon Enterprise, Inc.

**Staff Recommendation**

Approve the correction to Amendment No. 1 to the contract with Axon for in-car and body worn cameras.

**Background Information**

Council approved Amendment 1 in March 2023 for the purchase of additional in-car cameras. The quote referenced in the Amendment had not been updated at the time of approval and a replacement quote has been obtained. The new quote is updated in the amendment document.

Amendment 1 was for a term of 123 months. The correction is for a term of 116 months, for net savings of \$31,010.

**Council Priorities Served**

*Maintain Public Safety*

In-car camera system enhances the Department's accountability to the citizens and provide video evidence for subsequent prosecutions of criminal acts.

**Fiscal Impact**

The corrected expense, \$65,245, is provided for in the department's FY25 operating budget. The remaining annual payments for years 3-10 of \$65,245 will be budgeted accordingly.

**Attachments**

1. Correction No. 1 to Amendment No. 1
2. Annual cost comparison between quotes

**CORRECTION #1 TO AMENDMENT # 1  
TO  
MASTER SERVICES AND PURCHASING AGREEMENT  
BETWEEN  
AXON ENTERPRISE, INC.  
AND  
CITY OF MURFREESBORO**

**WHEREAS**, the City of Murfreesboro, a municipal corporation of the State of Tennessee (“City”) and Axon Enterprise, Inc., a Delaware corporation (“Contractor”), entered into a Master Services and Purchasing Agreement for the purchase and use of Axon Devices and Services on September 2, 2022; and

**WHEREAS**, the City and Contractor entered into Amendment #1 to the Master Services and Purchasing Agreement on April 21, 2023, to purchase additional equipment pursuant to the Master Services and Purchasing Agreement as set forth in Quote #437531-44949.785TM, and

**WHEREAS**, Quote #437531-44949.785TM issued January 23, 2023, expired prior to the approval and execution of Amendment #1 and a new Quote was issued by Contractor, Quote #437531-45013.571TM but was not reflected in Amendment #1, and

**WHEREAS**, the parties desire to correct this error and delete any reference to “Quote #437531-44949.785TM” in Amendment #1 and substitute instead “Quote #437531-45013.571TM issued March 28, 2023” and replace Attachment A to Amendment #1 with Quote #437531-45013.571TM issued March 28, 2023, as attached hereto;

**NOW THEREFORE**, the Contract and Amendment #1 are corrected by deleting any reference to “Quote #437531-44949.785TM” in Amendment #1 and substituting instead the language, “Quote #437531-45013.571TM issued March 28, 2023”, and replacing Attachment A to Amendment #1 with Quote #437531-45013.571TM issued March 28, 2023.

In all other respects the Contract and Amendment #1 between the City of Murfreesboro and Axon Enterprises Inc. is affirmed with no additional changes or modifications. This Correction #1 to Amendment #1 is hereby effective \_\_\_\_\_.

**CITY OF MURFREESBORO**

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

**AXON ENTERPRISES, INC.**

Signed by:  
By: Robert E. Driscoll, Jr.  
55DAEBB131A4424...  
Title: Deputy General Counsel

Approved as to form:

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



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-437531-45013.571TM

Issued: 03/28/2023

Quote Expiration: 04/28/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 452352

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Murfreesboro Police Dept.-1004 N Highland Ave 1004 N Highland Ave Murfreesboro, TN 37130-2454 USA	Murfreesboro Police Dept. - TN PO Box 1139 Murfreesboro, TN 37133-1139 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Mathews Phone: 901-859-8087 Email: tmathews@axon.com Fax:	William Terry Phone: 6159072249 Email: wterry@murfreesborotn.gov Fax:

## Quote Summary

Program Length	116 Months
<b>TOTAL COST</b>	<b>\$652,451.30</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$652,451.30</b>

## Discount Summary

Average Savings Per Year	\$1,248.54
<b>TOTAL SAVINGS</b>	<b>\$144,830.70</b>

## Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$2,879.43	\$0.00	\$2,879.43
Nov 2023	\$62,365.72	\$0.00	\$62,365.72
Jul 2024	\$65,245.15	\$0.00	\$65,245.15
Jul 2025	\$65,245.15	\$0.00	\$65,245.15
Jul 2026	\$65,245.15	\$0.00	\$65,245.15
Jul 2027	\$65,245.15	\$0.00	\$65,245.15
Jul 2028	\$65,245.15	\$0.00	\$65,245.15
Jul 2029	\$65,245.15	\$0.00	\$65,245.15
Jul 2030	\$65,245.15	\$0.00	\$65,245.15
Jul 2031	\$65,245.15	\$0.00	\$65,245.15
Jul 2032	\$65,244.95	\$0.00	\$65,244.95
<b>Total</b>	<b>\$652,451.30</b>	<b>\$0.00</b>	<b>\$652,451.30</b>

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$797,282.00

\$727,653.00

\$652,451.30

Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	4		\$108.00	\$108.00	\$10,800.00	\$0.00	\$10,800.00
Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	116	\$262.93	\$238.92	\$211.33	\$612,857.00	\$0.00	\$612,857.00
A la Carte Software									
ProLicense	Pro License Bundle	5	123		\$39.00	\$46.82	\$28,794.30	\$0.00	\$28,794.30
Total							\$652,451.30	\$0.00	\$652,451.30



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	25	11/01/2023
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	25	11/01/2023
Fleet 3 Advanced 10 Year	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	25	11/01/2023
Fleet 3 Advanced 10 Year	72034	FLEET SIM INSERTION, VZW	25	11/01/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	11/01/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	11/01/2023
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	25	07/01/2028
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	1	07/01/2028
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	25	07/01/2033
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	1	07/01/2033

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	05/01/2023	07/31/2033
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	05/01/2023	07/31/2033
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	25	12/01/2023	07/31/2033
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	25	12/01/2023	07/31/2033
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	25	12/01/2023	07/31/2033
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	50	12/01/2023	07/31/2033

### Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	25
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	25

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	25	11/01/2024	07/31/2033
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	25	11/01/2024	07/31/2033
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	11/01/2024	07/31/2033

## Payment Details

### Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$2,879.43</b>	<b>\$0.00</b>	<b>\$2,879.43</b>

### Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
<b>Total</b>				<b>\$62,365.72</b>	<b>\$0.00</b>	<b>\$62,365.72</b>

### Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
Annual Payment 2	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,245.15</b>	<b>\$0.00</b>	<b>\$65,245.15</b>

### Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
Annual Payment 3	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,245.15</b>	<b>\$0.00</b>	<b>\$65,245.15</b>

### Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
Annual Payment 4	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,245.15</b>	<b>\$0.00</b>	<b>\$65,245.15</b>

### Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
Annual Payment 5	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,245.15</b>	<b>\$0.00</b>	<b>\$65,245.15</b>

**Jul 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
Annual Payment 6	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,245.15</b>	<b>\$0.00</b>	<b>\$65,245.15</b>

**Jul 2029**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
Annual Payment 7	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,245.15</b>	<b>\$0.00</b>	<b>\$65,245.15</b>

**Jul 2030**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
Annual Payment 8	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,245.15</b>	<b>\$0.00</b>	<b>\$65,245.15</b>

**Jul 2031**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.72	\$0.00	\$61,285.72
Annual Payment 9	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,245.15</b>	<b>\$0.00</b>	<b>\$65,245.15</b>

**Jul 2032**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	25	\$1,080.00	\$0.00	\$1,080.00
Annual Payment 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	25	\$61,285.52	\$0.00	\$61,285.52
Annual Payment 10	ProLicense	Pro License Bundle	5	\$2,879.43	\$0.00	\$2,879.43
<b>Total</b>				<b>\$65,244.95</b>	<b>\$0.00</b>	<b>\$65,244.95</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

Agency has existing Contract 00080535 based on executed quote Q-378928, this proposal is co-termed with the existing contract with presiding terms and conditions with an estimated start date of 4/1/2023

---

Signature

---

Date Signed

3/28/2023

APPROVED AS TO FORM

---

Adam F. Tucker, City Attorney



**AMENDMENT # 1  
TO  
MASTER SERVICES AND PURCHASING AGREEMENT  
BETWEEN  
AXON ENTERPRISE, INC.  
AND  
CITY OF MURFREESBORO**

**WHEREAS**, the City of Murfreesboro, a municipal corporation of the State of Tennessee (“City”) and Axon Enterprise, Inc., a Delaware corporation (“Contractor”), entered into a Master Services and Purchasing Agreement for the purchase and use of Axon Devices and Services on September 2, 2022; and

**WHEREAS**, the City desires to purchase additional equipment pursuant to this Contract as set forth in Quote #437531-44949.785TM (Attachment A to Amendment #1); and

**WHEREAS**, the purchase of the additional equipment set forth in Quote ##437531-44949.785TM will be funded with monies from the ARPA Grant, also known as, Coronavirus State & Local Recovery Funds (“CSLFRF”); and

**WHEREAS**, ARPA Grant regulations require certain clauses be included in any contract utilizing the CSLFRF grant funds;

**NOW THEREFORE**, the Contract is amended by adding the following clauses to the Contract:

**Section 19. Federally Required Clauses.**

**19.1 CONFLICT OF INTEREST - 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 contracts.

**19.2 SUSPENSION & DEBARMENT** - Debarment and Suspension (Executive Orders 12549 and 12689)

- A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

a. The awarded Proposer shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide

Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by an Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
  2. Suspended from participation in any federally assisted Award;
  3. Proposed for debarment from participation in any federally assisted Award;
  4. Declared ineligible to participate in any federally assisted Award;
  5. Voluntarily excluded from participation in any federally assisted Award; or
  6. Disqualified from participation in any federally assisted Award.
- b. By signing submitting a Proposal, Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**19.3BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply for bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**19.4CIVIL RIGHTS COMPLIANCE.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

### **19.5CIVIL RIGHTS REQUIREMENTS.**

- a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC



§2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

- b. Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, awarded Proposer shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Contract. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- c. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Contractor shall refrain from discrimination against present and prospective employees for reason of age.
- d. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

**19.62 CFR 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

The City of Murfreesboro in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 41 U.S.C. 2000d to 2000d-4 hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (“DBE’s”) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, national origin, or handicap in consideration for an award.

**19.7DOMESTIC PREFERENCES FOR PROCUREMENTS.** (2 CFR § 200.322)

- a. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b. For purposes of this clause:
  - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**19.8 BONDING REQUIREMENTS.** (2 CFR § 200.326)

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (\$250,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**19.9 DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** (all prime construction contracts in excess of \$2,000 awarded by non-Federal entities) Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor can be found in the solicitation. Award of the contract or subcontract is conditioned upon the acceptance of the wage determination. The City will report all suspected or reported violations to the Federal awarding agency.

**19.10 COPELAND “ANTI-KICKBACK” ACT.** Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City will report all suspected or reported violations to the Federal awarding agency.

**19.11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**19.12 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**19.13 CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**19.14 PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323).** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**19.15 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216).**

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

**19.16 RECORDKEEPING REQUIREMENTS.** The City must maintain records and financial documents for five years after all funds have been expended or returned to the Department of Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

The City must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

**19.17 SINGLE AUDIT REQUIREMENTS.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.

Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website: <https://www.whitehouse.gov/omb/office-federal-financial-management/>. Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

#### **19.18 COMPLIANCE WITH APPLICABLE LAW & REGULATIONS.**

Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- Generally applicable federal environmental laws and regulations.
- Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis

of race, color, or national origin under programs or activities receiving federal financial assistance;

- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**19.19 HATCH ACT.** The City agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**19.20 PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Murfreesboro by the U.S. Department of the Treasury."

**19.21 PROTECTIONS FOR WHISTLEBLOWERS.** The City shall inform its employees in writing of the rights and remedies provided under clause 16 of the Grant Agreement, in the predominant native language of the workforce. Specifically, clause 16 states:

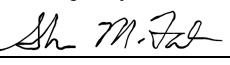
- In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- The list of persons and entities referenced in the paragraph above includes the following:
  - A member of Congress or a representative of a committee of Congress;
  - An Inspector General;
  - The Government Accountability Office;
  - A Treasury employee responsible for contract or grant oversight or management;
  - An authorized official of the Department of Justice or other law enforcement agency;
  - A court or grand jury; or
  - A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

**19.22 INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

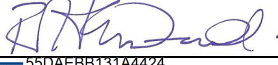
**19.23 REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

In all other respects the Contract between the City of Murfreesboro and Axon Enterprises Inc., is affirmed with no additional changes or modifications. This amendment is hereby effective April 21, 2023.

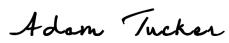
**CITY OF MURFREESBORO**

DocuSigned by:  
By:   
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Shane McFarland, Mayor

**AXON ENTERPRISES, INC.**

DocuSigned by:  
By:   
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Robert E. Driscoll, Jr., VP and Associate  
General Counsel

Approved as to form:

DocuSigned by:  
  
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Adam F. Tucker, City Attorney



123 Month Term

<i>Signed</i>	Q-473531-44949.785TM
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Year 1a	Mar-23	\$62,132.88	Never Invoiced
Year 1b	Jul-23	\$62,132.87	Never Invoiced
Year 2	Jul-24	\$62,132.87	Never Invoiced
Year 3	Jul-25	\$62,132.87	
Year 4	Jul-26	\$62,132.87	
Year 5	Jul-27	\$62,132.87	
Year 6	Jul-28	\$62,132.87	
Year 7	Jul-29	\$62,132.87	
Year 8	Jul-30	\$62,132.87	
Year 9	Jul-31	\$62,132.87	
Year 10	Jul-32	\$62,133.09	

\$683,461.80

116 month terms

<i>Unsigned</i>	Q-437531-45013.571TM.pdf	Salesforce version from which invoicing is generating!!!
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Year 1a	Apr-23	\$2,879.43	PAID
Year 1b	Nov-23	\$62,365.72	PAID
Year 2	Jul-24	\$65,245.15	UNPAID
Year 3	Jul-25	\$65,245.15	
Year 4	Jul-26	\$65,245.15	
Year 5	Jul-27	\$65,245.15	
Year 6	Jul-28	\$65,245.15	
Year 7	Jul-29	\$65,245.15	
Year 8	Jul-30	\$65,245.15	
Year 9	Jul-31	\$65,245.15	
Year 10	Jul-32	\$65,245.15	

\$652,451.50

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** Rubrik Digital Storage Maintenance Renewal Agreement

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

Consider Rubrik digital storage maintenance renewal from Insight Public Sector.

**Staff Recommendation**

Approve the Insight Public Sector Agreement for renewal of our on-site storage maintenance support.

**Background Information**

The department has been using the Rubrik on-site storage hardware and support since 2022. The agreement extends this subscription for maintenance and support for one year for the cost of \$52,518.

This equipment is available for purchase through an Omnia Partners cooperative contract, which is permitted by State statute and Council Resolution. Staff have verified the cost effectiveness of the current Omnia contract.

**Council Priorities Served**

*Maintain Public Safety*

Public safety systems rely on on-site digital storage for maintaining evidence and police records.

**Fiscal Impact**

The total expenditure of \$52,518 is provided for in the department's FY25 operating budget.

**Attachments**

Agreement with Insight Public Sector

**AGREEMENT BETWEEN  
CITY OF MURFREESBORO  
AND  
INSIGHT PUBLIC SECTOR, INC.  
FOR TECHNOLOGY PRODUCTS SOLUTIONS AND SERVICES**

This Agreement is entered into and effective as of \_\_\_\_\_, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Insight Public Sector, Inc.** a Corporation of the State of Illinois ("Contractor").

This Agreement consists of the following documents:

- This document
- OMNIA Partners (Cobb County) IT Products and Services Contract #23-6692-03
- Insight Public Sector Quotation #0228364288 dated April 15, 2025
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, OMNIA Partners (Cobb County) IT Products and Services Contract #23-6692-03 with Insight Public Sector, Inc.
- Lastly, Insight Public Sector Quotation #0228364288 dated April 15, 2025.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the Rubrik Foundation Edition and Rubrik Premium Support as set forth on Insight Public Sector Quotation #0228364288 dated April 15, 2025, from Insight Public Sector, Inc. in accordance with the OMNIA Partners (Cobb County) IT Products and Services Contract #23-6692-03 with Insight Public Sector, Inc. The City reserves the right to use this contract to purchase other goods and services, with any purchases exceeding \$50,000 requiring City Council approval.
2. **Term.** Contractor's performance may be terminated in whole or in part:
  - a. OMNIA Partners (Cobb County) IT Products and Services Contract #23-6692-03 with Insight Public Sector, Inc. expires April 30, 2028.
  - b. Upon 30-day prior notice, for the convenience of the City.
  - c. 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.
  - d. 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.
  - e. 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.

- f. 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. The price for the goods and other items to be provided under this Agreement is set forth in the Insight Public Sector Quotation #0228364288 dated April 15, 2025, in the total amount of **\$52,518.43**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. The City reserves the right to purchase other goods and services using this contract, with any purchases exceeding \$50,000 requiring City Council approval.
  - b. Payment Terms: Net 30 days after receipt of goods
  - c. Deliveries of all items shall be made within 5 weeks of issuance Purchase Order to Attn: James Beasley, IT Network Manager – Police Department - 1004 N Highland Ave., Murfreesboro, TN 37130 - Contact Person: James Beasley (tel. (629) 201-5666; email: [jbeasley@murfreesborotn.gov](mailto:jbeasley@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.
  - d. Deliveries of all items shall be made as stated in the quote. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
  - f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the by the manufacturer's specifications.
5. **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. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, which is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

**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.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    - 1. Procure for the City the right to continue using the products or services.
    - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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:

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

If to the Contractor:

Insight Public Sector  
Erica Falchetti  
6820 S. Harl Ave.  
Tempe, AZ 85383

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **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.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **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.
13. **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.
14. **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.
15. **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.

16. **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 contracts.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.



23. **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 \_\_\_\_\_, 2025 (the “Effective Date”).

**CITY OF MURFREESBORO, TENNESSEE**

**INSIGHT PUBLIC SECTOR, INC.**

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

By: \_\_\_\_\_  
Erica Falchetti, Director, Public Sector

APPROVED AS TO FORM:

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

**Account name: 10183254**

CITY OF MURFREESBORO  
111 W VINE ST  
MURFREESBORO TN 37130-3573

**SHIP-TO**

CITY OF MURFREESBORO  
111 W VINE ST  
MURFREESBORO TN 37130-3573

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : United Parcel Services/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

**Quotation**

**Quotation Number** : [0228364288](#)  
**Document Date** : 14-APR-2025  
**PO Number** : RUBRIK RENEWAL  
**PO Release** :  
**Sales Rep** : Ashley McDonald  
**Email** : [ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
**Phone** : +18004674448  
**Sales Rep 2** : Chalsey Hinton  
**Email** : [CHALSEY.HINTON@INSIGHT.COM](mailto:CHALSEY.HINTON@INSIGHT.COM)  
**Phone** : +14804096546

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">Rubrik Foundation Edition 1 yr</a>	Rubrik Foundation Edition - Subscription license + Premium Support - 1 Backend Terabyte Coverage Dates: 04-APR-2025 - 03-APR-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 594.99 Discount: 8.316% LICENSE : AA221464120016	90	545.51	49,095.90
<a href="#">RSHWSVCPE3-CMUR</a>	Rubrik Premium Support - extended service agreement - 1 month - shipment OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4215.99 Discount: 18.820%	1	3,422.53	3,422.53
Product Subtotal				49,095.90
Services Subtotal				3,422.53
TAX				0.00
<b>Total</b>				<b>52,518.43</b>

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
+18004674448  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax +14807608991

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Chalsey Hinton  
+14804096546  
[CHALSEY.HINTON@INSIGHT.COM](mailto:CHALSEY.HINTON@INSIGHT.COM)

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its suppliers and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders.

<https://www.insight.com/terms-and-policies>

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** Cherry Lane Phase 3 Amendment No. 3 Design Services Contract

**Department:** Transportation

**Presented by:** Jim Kerr, Transportation Director

**Requested Council Action:**

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

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**Summary**

Consider Amendment No. 3 to the Cherry Lane Phase 3 Design Services Contract with HMB Professional Engineers, LLC, formerly Wiser Consultants, LLC.

**Staff Recommendation**

Approve Amendment No. 3 with HMB Professional Engineers, LLC.

**Background Information**

In 2023, the Council approved Amendment No. 2, which included conducting a NEPA reevaluation encompassing various environmental services. As part of this reevaluation, the FHWA, through TDOT, has requested an update to the Interchange Justification Study, specifically to revise the traffic and safety analysis for the current year. The previous update, approved in 2017, exceeds FHWA's five-year requirement.

The additional services total \$72,000, which would increase the contract ceiling to \$2,774,985. This expense is billed hourly not to exceed and is funded by 80% federal funds and 20% local funds. The local portion, amounting to \$14,400, is allocated from the FY21 CIP Budget.

**Council Priorities Served**

*Responsible budgeting*

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

**Fiscal Impact**

This expense is funded by 80% federal and state funding, with the remaining 20%,

amounting to \$14,400, sourced from the FY21 CIP Budget.

**Attachments**

1. Amendment No. 3
2. Amendment No. 2
3. Amendment No. 1
4. Original Contract

## AMENDMENT THREE

### AGREEMENT BETWEEN HMB PROFESSIONAL ENGINEERS, LLC AND CITY OF MURFREESBORO, TENNESSEE

#### SECTION I: GENERAL RECITALS

THIS AMENDMENT THREE ("the Agreement"), made and entered into as of this the \_\_\_\_ day of \_\_\_\_\_, by and between HMB Professional Engineers, LLC, a Kentucky limited liability company located at 201 E. Main Street, Suite 100, Murfreesboro, Tennessee 37130 (formerly Wiser Consultants, LLC), hereinafter referred to as the "ENGINEER", and CITY OF MURFREESBORO, 111 West Vine Street, Murfreesboro, TENNESSEE 37130, hereinafter referred to as the "CITY" amends the agreement of the parties approved by the City Council and dated April 4, 2013.

#### WITNESSETH:

WHEREAS, the CITY and ENGINEER entered into an agreement approved by the City Council on April 4, 2013 for the design of the Cherry Lane Phase 3 project between NW Broad Street and Sulphur Springs Road ("Contract"); and

WHEREAS, the CITY and ENGINEER amended the agreement (AMENDMENT ONE) approved by the City and dated January 2, 2014 for additional services for the design of the Cherry Lane Phase 3 project between NW Broad Street and Sulphur Springs Road ("Contract"); and

WHEREAS, the CITY and ENGINEER amended the agreement (AMENDMENT TWO) approved by the City and dated March 3, 2023 for additional services for the design of the Cherry Lane Phase 3 project between NW Broad Street and Sulphur Springs Road ("Contract"); and

WHEREAS, the CITY'S "Cherry Lane Phase 3" project's scope of services has changed as described in the ENGINEER's Fee Proposal & Scope of Work Dated April 9, 2025, Attachment A, which shall be considered as an integral part hereof; and

WHEREAS, the maximum payment to the ENGINEER shall be changed from \$2,702,985.30 to \$2,774,985.30; and,

WHEREAS, the CITY is authorized under its charter and state laws to enter into this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

1.) SERVICES OF THE ENGINEER

The SCOPE OF SERVICES of ENGINEER is amended to add the services set forth in the ENGINEER's Fee Proposal & Scope of Work Dated April 9, 2025, Attachment A.

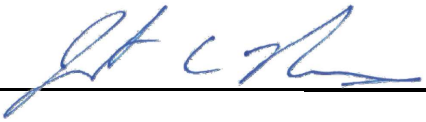
2) SECTION V: PAYMENTS is amended by deleting \$2,702,985.30 wherever found therein and substituting in lieu thereof \$2,774,985.30.

3) The Contract is not otherwise changed.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized officers on the date first above written.

HMB Professional Engineers, LLC

CITY OF MURFREESBORO, TENNESSEE

By: 

By: \_\_\_\_\_

**Justin C. Rains**

Title: Principal

Title: Mayor

Date: April 9, 2025

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

Approved as to form

Signed by:



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City Attorney



**Attachment A — Scope of Services**



201 E. Main St., STE 100, Murfreesboro, TN 37130



(615) 278-1500



hmbpe.com

April 9, 2025

Chris Griffith, PE  
Executive Director of Public Infrastructure  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37133

**Subject:           Contract Amendment #3  
                         Cherry Lane Phase 3 Interchange Justification Study**

HMB Professional Engineers, LLC is pleased to submit Supplement #3 for additional services to update the Cherry Lane Phase 3 Interchange Justification Study. The IJS for this project was originally conducted in 2009. A supplemental for the IJS was submitted and approved in 2017. We have been requested by TDOT to update the traffic and safety analysis for the current year. The following details the additional work outside our original scope:

### ***Engineering Services***

1. Concept Report Form – Following TDOT's format, HMB will complete Concept Report Form including the General Project Information, Approvals, and Action Checklist. This will be included as the first section of the IJS Supplemental Document.
2. Executive Summary – An Executive Summary of existing conditions, project benefits and vicinity map will be provided.
3. Introduction and Purpose – The original IJS Study and Supplemental 1 Study Purpose and Purpose and Need will be reviewed and updated as needed. A chronological history of project events will be summarized.
4. Conceptual Layouts and Typical Sections –HMB will include current conceptual layouts and typical sections for the Cherry Lane Extension.
5. Cost Estimates – An updated cost estimate will be prepared and included in the document supplement.
6. Traffic Analysis - AM and PM Peak hour traffic analysis will be conducted for the following locations:
  - I-840 @ Broad Street (US 41/US 70S/SR 1)
  - I-840 @ New Cherry Lane Extension
  - I-840 @ Sulphur Springs Road
  - Broad Street (US 41/US 70S/SR 1) @ Proposed Cherry Lane
  - Proposed Cherry Lane @ Sulphur Springs Road



201 E. Main St., STE 100, Murfreesboro, TN 37130



(615) 278-1500



hmbpe.com

TDOT will provide updated turning movement counts at each location along with an updated forecast for Years 2028 and 2048. The traffic analysis will be conducted by HMB using a combination of Highway Capacity Software for segment analysis and interchange diverge, weave and merge sections and Synchro/SimTraffic for unsignalized and signalized intersections. Segment analysis will be conducted along I-840 between Broad Street and Sulphur Springs Road and along the Proposed Cherry Lane between Broad Street and Sulphur Springs Road. Key factors including Level of Service (LOS), density and queues will be summarized including developing Queue Diagrams for each intersection. Queue diagrams will be based on SimTraffic results.

7. Safety Analysis – HMB will obtain the latest crash data for the study area for a minimum of the most recent five years (January 2020 – December 2024 or later if available). Data will be summarized by applicable crash types. Crash diagrams will also be developed at each study area intersection. Crash Modification Factors (CMFs) will be identified and used in estimating predicted crashes. Using TDOT's standard Safety Form, Exposure, Crash Rates and a Severity Index score will be calculated.
8. Documentation – A Draft Supplement will be prepared and included as part of the original I-840 @ Cherry Lane Extension Interchange Justification Study developed in January, 2009 and updated in June, 2017. Following Agency review, HMB will finalize the Supplemental Document for Approvals.
9. Presentation – HMB will develop a PowerPoint presentation highlighting the traffic and safety results and other supplemental findings. This will be presented to FHWA via a virtual meeting.

**FEE:**

Additional Engineering:

Cost Plus with an estimated fee of \$72,000

We appreciate the opportunity to work with you. If you have any questions or need any additional information, please contact me at 615-278-1500 or [DMcClatchey@hmbpe.com](mailto:DMcClatchey@hmbpe.com).

Sincerely,

**HMB Professional Engineers, LLC**

A blue ink signature of Neal McClatchey, written in a cursive style.

Neal McClatchey, PE  
Project Manager

## AMENDMENT TWO

### AGREEMENT BETWEEN WISER CONSULTANTS, LLC AND CITY OF MURFREESBORO, TENNESSEE

#### SECTION I: GENERAL RECITALS

THIS AMENDMENT TWO ("the Agreement"), made and entered into as of this the 3rd day of March, 2023, by and between WISER CONSULTANTS, LLC, a Tennessee limited liability company located at 1620 Gateway Blvd., Murfreesboro, Tennessee 37129, hereinafter referred to as the "ENGINEER", and CITY OF MURFREESBORO, 111 West Vine Street, Murfreesboro, TENNESSEE 37130, hereinafter referred to as the "CITY" amends the agreement of the parties approved by the City Council on April 4, 2013.

#### WITNESSETH:

WHEREAS, the CITY and ENGINEER entered into an agreement approved by the City Council on April 4, 2013 for the design of the Cherry Lane Phase 3 project between NW Broad Street and Sulphur Springs Road ("Contract"); and

WHEREAS, the CITY'S "Cherry Lane Phase 3" project's scope of services has changed as described in the WISER Fee Proposal & Scope of Work Dated February 21, 2023, Attachment A, which shall be considered as an integral part hereof; and

WHEREAS, the maximum payment to the ENGINEER shall be changed from \$2,469,222.89 to \$2,702,985.30; and,

WHEREAS, the CITY is authorized under its charter and state laws to enter into this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

#### 1.) SERVICES OF THE ENGINEER

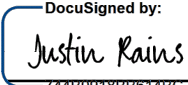
The SCOPE OF SERVICES of ENGINEER is amended to add the services set forth in the WISER Fee Proposal & Scope of Work Dated February 21, 2023, Attachment A.

2) SECTION V: PAYMENTS is amended by deleting \$2,469,222.89 wherever found therein and substituting in lieu thereof \$2,702,985.30.

3) The Contract is not otherwise changed.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized officers on the date first above written.

WISER CONSULTANTS, LLC

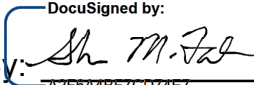
By:   
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**Justin C. Rains**

Title: President/CEO

Date: February 21, 2023

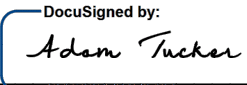
CITY OF MURFREESBORO, TENNESSEE

By:   
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Title: Mayor

Date: 3/3/2023

Approved as to form

  
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Adam F. Tucker, City Attorney

**Attachment A — Scope of Services**



Wiser Company, LLC  
1620 Gateway Boulevard, Suite 201  
Murfreesboro, Tennessee 37129

February 21, 2023

Chris Griffith, PE  
Executive Director of Public Infrastructure  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37133

**Subject:           Proposal for 3 Phases of Construction Plans  
Cherry Lane Phase 3, from Broad Street to Sulphur Springs**

Wiser Consultants, LLC is pleased to submit the attached Design Services proposal as requested for the subject project. The fee is based on Wiser's current hourly rates and overhead rate. Our scope, assumptions and fee are as follows:

**SCOPE AND ASSUMPTIONS:**

***Survey Services***

**ROW Staking:**

1. Wiser will perform ROW staking throughout the corridor to aid with ROW acquisition. This will be a one-time staking of ROW and proposed easements.

***Design Services***

2. The following items are needed to bring the plans from ROW to Construction:
  - a. Traffic Control Plans
  - b. Notes and Standard Drawings
  - c. Gore Detail Sheets
  - d. Signing and Pavement Marking Sheets
  - e. Roadway Quantities
3. NEPA Reevaluation
4. Environmental Boundaries Report (EBR)
5. Air and Noise Study
6. Cultural Resources Study
7. Updated Traffic Analysis
8. The Construction Plans will be split into 3 phases (termini TBD) with each phase having its own plan set and, consequently, its own: Traffic Control, EPSC, Notes, Quantities, etc. Each set will be submitted to the City at construction stage of project development for review and approval.





Wiser Company, LLC  
1620 Gateway Boulevard, Suite 201  
Murfreesboro, Tennessee 37129

9. An itemized estimate of cost will be prepared using TDOT pay item numbers. The construction cost estimate will be provided at the end of the design phase once quantity take-offs have been prepared. An updated construction cost estimate will be provided prior to Bid advertisement as needed.
10. Perform utility coordination services, including:
  - a. Coordination and correspondence between utility companies in conflict.
  - b. Preparing utility conflict matrices.
  - c. Three (3) utility deconfliction meetings.
11. Prepare bid documents per City of Murfreesboro guidelines.
12. Prepare bid notice on behalf of the City of Murfreesboro (The City will be responsible for any related costs for this activity).
13. Assist City in evaluation of bids and recommendation for contract award.

***The project will be developed using the following assumptions and criteria:***

1. Project will be split into 3 phases for construction.
2. Any related utility design and/or relocation will be by others.
3. Project will have 3 utility deconfliction meetings.
4. Project to have a single bid cycle.

***Items that are not included within the scope of work and can be negotiated at a later date as additional services:***

1. Roadway or pedestrian lighting.
2. Landscaping improvements.
3. Services or costs associated with mitigation of environmental features discovered during the project.
4. Environmental studies to identify wetlands, endangered species of flora or fauna, hazardous material, or archeological sites.
5. Survey updates due to residential, commercial, or industrial development.
6. Any public involvement meetings or presentations.
7. Any changes to the horizontal and/or vertical alignment or typical section from those in the ROW Plans Revised 10-17-22.
8. Construction Engineering Inspection (CEI) and related services.
9. Costs necessary to advertise and/or bid the project more than once.
10. Studies or design of a detention/retention pond.
11. Retaining wall design.
12. Noise wall design.



Wiser Company, LLC  
1620 Gateway Boulevard, Suite 201  
Murfreesboro, Tennessee 37129

***The following will be provided or paid by the City of Murfreesboro:***

1. All fees for advertisements.
2. Property access notification for Surveying services.
3. City of Murfreesboro traffic signal specifications.

**FEE:**

Right of Way Staking:	Hourly not to exceed \$ 15,000.00
Roadway Design:	Hourly not to exceed \$ 334,931.05
Bridge Design:	Hourly not to exceed \$ 50,408.39
NEPA Reevaluation:	Hourly not to exceed \$ 23,902.74
Environmental Boundaries Report:	Hourly not to exceed \$ 14,134.61
Updated Traffic Analysis:	Hourly not to exceed \$ 27,270.27
Air and Noise Study:	Hourly not to exceed \$ 11,723.75
Cultural Resources Study:	Hourly not to exceed \$ 18,704.00
Utility Coordination & Deconfliction:	Hourly not to exceed \$ 27,509.98
<u>Bidding Assistance:</u>	<u>Hourly not to exceed \$ 8,000.00</u>

TOTAL FEE – CONSTRUCTION PLANS PHASE: \$ 531,584.80

REMAINING CONTRACT BALANCE: \$ 297,822.39

**ADDITIONAL FEE REQUESTED: \$ 233,762.41**

**SCHEDULE:**

Design services can begin immediately after notice to proceed.

We appreciate the opportunity to work with you. If you have any questions or need any additional information, please contact me at 615-278-1500 or [DNMcClatchey@wiserconsultants.com](mailto:DNMcClatchey@wiserconsultants.com).

Sincerely,

**Wiser Consultants, LLC**

A handwritten signature in blue ink that reads "Neal McClatchey".

Neal McClatchey, PE  
Project Manager

# **SCOPE OF WORK**

## **ENVIRONMENTAL REEVALUATION**

**Cherry Lane Extension Phase III  
From Broad Street (US-41/US-70S) to Near Sulphur  
Springs Road  
Murfreesboro, Rutherford County, Tennessee**

**TDOT PIN 116200.00**

**Prepared for:**

**Wiser Consultants, LLC**

**Prepared by:**

**Valerie Birch, AICP**

**HDR Engineering, Inc.**

**Date: Revised February 21, 2023**

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## PROJECT DESCRIPTION

Phase III of the Cherry Lane extension begins at Broad Street (US-41/US-70S) and extends approximately 2.5 miles eastward to tie into Phase II at Sulphur Springs Road near the Sulphur Springs Road/Alford Road intersection. Phase III includes a crossing of the West Fork Stones River and an interchange with I-840. A D-List Categorical Exclusion (CE) for the Phase III project was approved by the Federal Highway Administration (FHWA) on October 22, 2015. A reevaluation for the project was approved by FHWA on January 25, 2019.

Based on revised right-of-way (ROW) plans, additional coordination with the TDOT Environmental Technical Studies Offices (ETSO) is being required.

The Scope of Work for the required additional coordination is described in detail below.

### 1.0 PROJECT MANAGEMENT AND COORDINATION

The purpose of this task is to plan, organize, and implement the tasks stipulated in this scope of services in a timely manner. In this task, HDR, Inc. (Consultant) will:

- Maintain direct contact and continuous liaison with the designated point of contact and project team; and
- Participate in project team meetings and prepare meeting notes.

### 2.0 DESCRIPTION OF CHANGES TO THE PROJECT

The Consultant will review the most recent revised ROW plans, currently assumed to be the set dated 10/17/2022, to determine any changes that have occurred since the January 25, 2019 NEPA reevaluation. As part of the review, the Consultant will also update the hazardous materials desktop study using the online databases listed in the *TDOT Local Government Guidelines for Completing the NEPA Process*. The update will determine whether any changes would require acquisition of ROW or easements the have the potential to contain hazardous materials and/or whether the project directly abuts property that might contain hazardous materials.

#### **Deliverables by Consultant:**

- Draft and Final Summary of Design Changes and Hazardous Materials Review (digital copy only).

### **3.0 UPDATE TECHNICAL STUDIES**

The purpose of this task is to update technical studies as required by the TDOT Technical Study Offices.

#### **3.1 Environmental Boundaries Report (EBR)**

If requested by the TDOT Local Programs Office, the Consultant will prepare an Environmental Boundaries Report for the project based on the current TDOT EBR template. This scope assumes that a bat survey is not required. Should a bat survey be required, a supplement to this scope would be necessary.

**Deliverables by Consultant:**

- Draft and Final EBR (digital copy only).

#### **3.2 Air Quality and Noise**

If requested by the TDOT Local Programs Office, Bowlby & Associates, Inc. will prepare updated air quality and noise evaluations.

**Deliverables by Consultant:**

- Draft and Final Air Quality Report (digital copy only).
- Draft and Final Noise Report (digital copy only).

#### **3.3 Cultural Resources**

If requested by the TDOT Local Programs Office, Richard Grubb & Associates, Inc. will update cultural resources information.

**Deliverables by Consultant:**

- Draft and Final Archaeology Desktop Review Report (digital copy only).
- Draft and Final Update to Historic Architectural Resources Survey Report (digital copy only).

#### **3.4 Updated Traffic Analysis**

If requested by the TDOT Local Programs Office, the Consultant will prepare an updated traffic analysis for the project.

**Deliverables by Consultant:**

- Draft and Final Traffic Analysis (digital copy only).

## **4.0 PREPARE NEPA REEVALUATION**

The purpose of this task is the development of the NEPA reevaluation, consistent with the requirements of the Council on Environmental Quality (CEQ) and using the Local Programs NEPA Template (LGT). The Consultant will prepare an updated Environmental Justice (EJ) analysis to be incorporated into the NEPA reevaluation.

### **Assumptions:**

- TDOT Local Programs Environmental staff will prepare the Environmental Studies Request (ESR) and distribute to the ETSOs.
- ESR responses will be provided to the Consultant for incorporation into the reevaluation.
- It is assumed that no technical studies (e.g. ecology, air quality, noise, cultural resources, traffic) will need to be updated. They are not included in this scope of services and will require a supplement should updates be required.

### **Deliverables by Consultant:**

- Draft and Final NEPA reevaluation (digital version only).



# **TOTAL COST PROPOSAL - NEPA REEVALUATION FOR CHERRY LANE PI**

Murfreesboro, TN      TDOT PIN 116200.00

Prepared by HDR, Inc.  
February 21, 2023

<b>LABOR</b>				
<i>See Manhour Proposal--Attached</i>				
	Total Hours	Rate	Labor	
Project Manager	50	\$ 100.03	\$	5,001.50
Sr. Environmental Planner	44	\$ 46.48	\$	2,045.12
Environmental Planner	158	\$ 28.75	\$	4,542.50
GIS	30	\$ 30.00	\$	900.00
Sr. Traffic Engineer	28	\$ 71.40	\$	1,999.20
Traffic Engineer	48	\$ 65.00	\$	3,120.00
EIT	116	\$ 37.92	\$	4,398.72
Angela Grey	14	\$ 41.69	\$	583.66
<b>Total Hours</b>	<b>488</b>		\$	22,590.70 Labor
Total Person Days	61		\$	34,943.29 Overhead @ 154.68
			\$	57,533.99 Labor + Overhead
			\$	7,191.75 Fee @ 12.50%
			<b>\$</b>	<b>64,725.74</b>
			\$	31,009.63 Direct Costs
			<b>\$</b>	<b>95,735.37 Total Cost</b>

<b>DIRECT EXPENSES</b>	
<i>See Direct Cost Proposal--Attached</i>	<b>\$ 31,009.63</b>

<b>LINE ITEM TOTALS</b>	
<b>ITEM</b>	<b>Cost</b>
NEPA Reevaluation Document (Tasks 1.0, 2.0, 4.0)	\$ 23,902.74
Environmental Boundaries Report (EBR) (Task 3.1)	\$ 14,134.61
Updated Traffic Analysis (Task 3.4)(HDR)	\$ 27,270.27
Air and Noise Study (Task 3.2)	\$ 11,723.75
Cultural Resources Study (Task 3.3)	\$ 18,704.00
	<b>\$ 95,735.37</b>

# Bowlby & Associates, Inc.

2505 21st Avenue S, Suite 300, Nashville TN 37212

(615) 997-3982, [www.bowlbyassociates.com](http://www.bowlbyassociates.com)

**Table 1 - Proposed Level of Effort and Cost**

<b>Submitted to:</b>	Valerie Birch
	HDR Inc.
	750 Old Hickory Blvd.
	Building 1, Suite 200
	Brentwood, TN 37027-4528
	<a href="mailto:Valerie.Birch@hdrinc.com">Birch, Valerie &lt;Valerie.Birch@hdrinc.com&gt;</a>

Project Information	
City/County:	Murfreesboro, Rutherford County
Route:	Cherry Lane Extension
Funding:	Federal
Work Type:	NEPA Reevaluation
Proposal Date:	20-Feb-2023
Proposed Project Manager:	Darlene D. Reiter, PhD, P.E.
Cost Proposal Prepared By:	Darlene D. Reiter, PhD, P.E./Geoff Pratt, P.E.
B&A Job:	TBD

Description of Professional Services						
Task	D. Reiter	G. Pratt	R. Williamson			Total
Task 1. Air Quality Evaluation						
1.1 Transportation Conformity	1.0	0.0	0.0			1.0
1.2 Mobile Source Air Toxics (MSAT)	1.0	1.0	0.0			2.0
1.3 Greenhouse Gas Emissions (Climate Change)	1.0	4.0	0.0			5.0
1.4 Report Preparation	6.0	2.0	0.0			8.0
Task 2. Noise Evaluation						
2.1 Data Collection	0.0	1.0	0.0			1.0
2.2 Identification of Noise-Sensitive Land Uses	0.0	1.0	1.0			2.0
2.3 Determination of Existing Noise Levels	1.0	10.0	0.0			11.0
2.4 Prediction of Future Noise Levels	2.0	12.0	2.0			16.0
2.5 Determination of Noise Impacts	1.0	1.0	0.0			2.0
2.6 Abatement Evaluation	2.0	1.0	0.0			3.0
2.7 Report Preparation and KMZ	6.0	6.0	2.0			14.0
Task 3. Construction Reevaluation	2.0	0.0	0.0			2.0
Task 4. Project Coordination and Administration	3.0	0.0	0.0			3.0
<b>Total Hours</b>	<b>26.0</b>	<b>39.0</b>	<b>5.0</b>			<b>70.0</b>
<b>Hourly Rate</b>	<b>\$72.00</b>	<b>\$48.50</b>	<b>\$44.50</b>			
<b>Total Salary</b>	<b>\$1,872.00</b>	<b>\$1,891.50</b>	<b>\$222.50</b>			<b>\$3,986.00</b>

Escalation	0.00%	\$ 0.00
Total salary (plus escalation)		\$ 3,986.00
Overhead	161.21%	\$ 6,425.83
Sum of Salary and Overhead		\$ 10,411.83
Fee (multiply % by 2.35 x Total Salary)	12.00%	\$ 1,249.42
Total Cost, Professional Services		\$ 11,661.25

Other Direct Costs						
Item	Description	Unit	Quantity	Amount	Subtotal	Notes:
Travel					\$62.50	
	Privately-owned vehicle miles (TN rate, 2022)	\$0.625	100	\$62.50		TN rate, 2022
<b>Total, Other Direct Costs</b>					<b>\$ 62.50</b>	
<b>Total, All Costs</b>					<b>\$11,723.75</b>	
<b>Contingencies</b>					0.00%	<b>\$0.00</b>
<b>GRAND TOTAL</b>					<b>\$11,723.75</b>	

**PROPOSED SCOPE OF WORK  
UPDATED AIR QUALITY AND NOISE EVALUATIONS  
CHERRY LANE EXTENSION  
CITY OF MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE  
DATE: FEBRUARY 20, 2023**

**PROJECT DESCRIPTION:**

The City of Murfreesboro is conducting a reevaluation of the Environmental Assessment (EA) for the Cherry Lane Extension project. The air quality and noise studies for the EA were completed in 2005 and may need to be updated pending determination by the Tennessee Department of Transportation (TDOT). Bowlby & Associates, Inc. (B&A) proposes the following scope for the updated air quality and noise evaluations.

**TASK 1: AIR QUALITY EVALUATION**

***Subtask 1.1: Transportation Conformity***

B&A will update the transportation conformity evaluation.

***Subtask 1.2: Mobile Source Air Toxics (MSAT)***

The MSAT evaluation will be updated per FHWA's January 2023 *"Updated Interim Guidance on Mobile Source Air Toxic Analysis in NEPA Documents."*

***Subtask 1.3: Greenhouse Gas Emissions (Climate Change)***

TDOT now requires a greenhouse gas emissions (climate change) analysis for projects processed with EAs. B&A will conduct the analysis per TDOT's current guidance.

***Subtask 1.4: Report Preparation***

B&A will prepare a separate Air Quality Technical Report per TDOT's current procedures as well as the air quality statements for the reevaluation.

**TASK 2: NOISE EVALUATION**

***Subtask 2.1: Data Collection and Review***

B&A will review the current project plans, traffic projections, and other project information and identify any additional information needed for the analysis. Additional information will be provided by HDR or the City. The project plans should be provided in both pdf and MicroStation formats. Elevations will be determined from STS-GIS (Strategic Technology

Cherry Lane Extension  
Air Quality and Noise Scope  
February 20, 2023  
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Solutions – Geographic Information System) Services from the Tennessee Department of Finance and Administration.

#### ***Subtask 2.2: Identification of Noise-Sensitive Land Uses***

B&A will review the previously identified noise-sensitive land uses and identify any new or permitted land uses. Note that land uses constructed after the Federal Highway Administration (FHWA) approved the Finding of No Significant Impact (FONSI) will be evaluated for noise impact but would not qualify for consideration of noise abatement.

#### ***Subtask 2.3: Determination of Existing Noise Levels***

B&A will use *Method 1: Measurement of Existing Noise Levels* of TDOT's noise procedures to update existing noise levels since the project is on a new alignment and for consistency with the previous study. B&A will conduct noise measurements at a subset of the noise-sensitive land uses to characterize the existing noise environment in the project area. B&A will import the noise level data into spreadsheets and identify and eliminate any measurement intervals that are contaminated due to unrepresentative noise sources, high wind, or other factors.

#### ***Subtask 2.4: Prediction of Future Noise Levels***

Future design year noise levels for the No-Build Alternative will be determined by evaluating existing and design year traffic volumes on the affected roadway network. B&A will predict future design year worst-hour noise levels using TNM 2.5 for the Selected Alternative using the current project plans.

#### ***Subtask 2.5: Determination of Noise Impacts***

B&A will identify noise impacts at the noise-sensitive land uses per TDOT's noise policy. Locations will be identified as impacted if 1) the predicted worst hour  $L_{eq}$  (1h) approaches or exceeds the FHWA Noise Abatement Criteria (NAC), or 2) the project causes a substantial increase in existing noise levels.

#### ***Subtask 2.6: Abatement Evaluation***

B&A will complete an abatement evaluation for any impacted land uses per TDOT's noise policy. A noise barrier evaluation is anticipated for one area.

#### ***Subtask 2.7: Report Preparation***

B&A will prepare a Noise Technical Report and the noise statements for the reevaluation. Brief discussions of construction noise and coordination with local officials will be included. B&A will also prepare a Google Earth kmz file using TDOT's standard schema that includes the noise study results.

Cherry Lane Extension  
Air Quality and Noise Scope  
February 20, 2023  
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### TASK 3. CONSTRUCTION REEVALUATION

B&A will complete the air quality and noise sections for the construction reevaluation. The budget assumes no significant changes to the project plans that would require an update of the air quality or noise analyses.

### TASK 4. PROJECT COORDINATION AND ADMINISTRATION

B&A will coordinate with HDR on technical and administrative issues.

***Estimated Labor Hours by Task and Estimated Cost:*** See attached Table 1, showing hours by task by person and costs, based on B&A's current TDOT overhead limit of 161.21% for federally funded projects and a fee of 12%. Other direct costs, such as project-related travel, were then added to the sum of labor, overhead, and fee to develop a total cost.

***Type of Payment:*** Lump sum.



**Richard Grubb & Associates, Inc.**  
**Cost Proposal**  
**Cultural Resources Survey Reevaluation**  
**Cherry Lane Extension Phase III**  
**Murfreesboro, Rutherford County, TN**  
**February 17, 2023**

**Labor Costs**

Personnel by Title	Billable Rate	Hours by Task					Total Hours	Total Labor
		Planning	Research	Field-work	Artifact Processing/Analysis	Report		
Director	\$ 170.05					1	1	\$170.05
Principal Sr. Archaeologist-AB	\$ 125.13					2	2	\$250.26
Sr. Architectural Historian-RJ	\$ 123.75	2	2			16	20	\$2,475.00
Sr. Historian-SS	\$ 79.75		8	8		56	72	\$5,742.00
Archaeologist-KM	\$ 91.43	2	6			32	40	\$3,657.20
Architectural Historian-DM	\$ 68.75		16	8		32	56	\$3,850.00
Field Technician-CM	\$ 55.00		8			12	20	\$1,100.00
Lab Director	\$ 74.25						0	\$0.00
Drafter	\$ 74.25						0	\$0.00
GIS Technician-WC	\$ 28.60	2				12	14	\$400.40
Technical Editor-AB	\$ 74.25					14	14	\$1,039.50
Field Director-DZ	\$ 75.00						0	\$0.00
Field Technician	\$ 28.60						0	\$0.00
Total Hours by Task		6	40	16		177	239	
Total Labor by Task		\$487.56	\$2,974.08	\$1,188.00	\$0.00	\$14,034.77		\$18,684.41

**Expense Costs**

Direct Labor Total

\$18,684.41

Expense	Amount
Lodging	\$0.00
Per Diem Full Day	\$0.00

Per Diem Travel Day	\$0.00		
Field Supplies	\$0.00		
Postage	\$0.00	Labor Total	\$18,684.41
Historic Aerials (\$10x2)	\$20.00		
Mileage	\$0.00	Expense Total	<u>\$20.00</u>
Curation	\$0.00		
	<u>\$20.00</u>	Total Project Cost Not-To Exceed	\$18,704.00

### **SCOPE OF SERVICES**

#### **General**

- Project will construct a new road from Broad Street (US 41) to Sulphur Springs Road/Alford Road
- Project length is approximately 2.5 miles and includes a bridge over West Fork of Stones River and partial cloverleaf interchange at I-840
- Project corridor includes 2 travel lanes, center turn lane, sidewalk on one side, multi-use path on one side, grass strips on both sides, and curb and gutter
- Project would require approximately 54 acres of ROW and approximately 20 acres of easements
- Project is a CE Reevaluation based on previous studies completed from 2014-2015
- Project is federally-funded and requires Section 106 and Section 4(f) compliance
- APE for historic architecture includes project site, abutting properties, and 0.25-mile viewshed
- Background research will include review of historic maps, aerial maps, and documented sites and surveys at the TN-SHPO
- Prepare compliance-level Section 106 Cultural Resources Survey reports that meet TDOT, and TN-SHPO guidelines, for submittal to TDOT, TN-SHPO and any other reviewing agencies

#### **Archaeology**

- Project does not require an archaeological survey
- Project includes a desktop review of previous studies and memo with recommendations

#### **Historic Architecture**

- Complete an updated historic architectural resources survey of the APE
- Maps/aerials and previous studies indicate the APE contains around 9 resources more than 45 years of age, including 6 dwellings, a railroad corridor, and 2 cemeteries; 2 dwellings will be taken
- APE includes the NRHP-listed Elmwood Farm, which was previously evaluated for effects



- Rutherford County online historic structures survey data indicates two previously surveyed resources that were not included in previous studies; ROW will be taken from both
- Prepare compliance-level Section 106 Historic Architecture Resources Survey report
- Prepare TN-SHPO survey site forms for newly surveyed resources
- Section 106 Assessment of Effects, if necessary, prepared under amended contract
- Section 4(f) documentation, if necessary, prepared under amended contract

#### **PROPOSED SCHEDULE**

- Draft Archaeology Desktop Review Report (1) submitted within 6 weeks of NTP
- Historic architecture fieldwork completed within 4 weeks of NTP
- Management Summary submitted within 1 week of completion of fieldwork
- Draft Cultural Resources Survey Report (1) submitted within 8 weeks of completion of fieldwork
- TN-SHPO survey site forms submitted within 8 weeks of completion of fieldwork

## **CONSENT TO NAME CHANGE AND ASSIGNMENT**

**THIS AMENDMENT** by and between WISER CONSULTANTS, LLC, 1427 Kensington Square Court, Murfreesboro, Tennessee 37130, and WISER COMPANY, LLC, and the CITY OF MURFREESBORO, 111 East Vine Street, Murfreesboro, Tennessee 37130 ("CITY").

### **W I T N E S S E T H:**

**WHEREAS**, CITY and WISER COMPANY, LLC entered into numerous Agreements to provide CITY with various engineering services, more particularly described in the contracts listed herein; and,

**WHEREAS**, on April 1, 2013, WISER COMPANY, LLC split the company into two (2) entities to establish WISER COMPANY, LLC and WISER CONSULTANTS, LLC; and,

**WHEREAS**, on April 1, 2013, WISER CONSULTANTS, LLC began operating as a separate entity; and,

**WHEREAS**, the name change will have no impact on any of the hereinafter Agreements and WISER CONSULTANTS, LLC will continue to perform all of its obligations under each Agreement; and,

**WHEREAS**, Tennessee Department of Transportation ("TDOT") determined that WISER CONSULTANTS, LLC, has completed and submitted a prequalification form DT-0330 and TDOT has approved WISER CONSULTANTS, LLC, with an unlimited prequalified status for the engineering disciplines; and,

**WHEREAS**, WISER CONSULTANTS, LLC, desires to complete the professional engineering and technical services for each of the hereinafter Agreements in a timely manner and in accordance with the terms and conditions of each Agreement; and,

**WHEREAS**, WISER CONSULTANTS, LLC, WISER COMPANY, LLC, and CITY wish to amend each of the hereinafter Agreements to reflect the corporate name change and assignment from WISER COMPANY, LLC to WISER CONSULTANTS, LLC.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. WISER CONSULTANTS, LLC will continue to perform all of its duties, responsibilities, and obligations under each of the hereinafter Agreements and agrees to comply with and be bound by all terms and conditions therein, specifically including but not limited to the obligations to provide the required services and to assume all liabilities set forth in each Agreement. WISER CONSULTANTS, LLC expressly assumes liability for all prior services performed and obligations undertaken by WISER COMPANY, LLC, pursuant to the Agreements, including without limitation WISER COMPANY, LLC's obligation to hold harmless and indemnify CITY for all claims and damages which result from the failure of WISER COMPANY, LLC to perform its duties in conformance with the reasonable standard of care as applicable to design professionals within the State of Tennessee.

2. WISER COMPANY, LLC hereby assigns all of its rights and responsibilities in its contracts with CITY to WISER CONSULTANTS, LLC. WISER CONSULTANTS, LLC hereby accepts all of the rights and responsibilities in the contracts of WISER COMPANY, LLC with CITY. WISER COMPANY, LLC agrees to maintain professional liability insurance with minimum limits as provided in the contracts listed below herein with a rider insuring for "prior acts". The contracts assigned are as follows:

- a) SW Loop Rd from Crescent Road to Hwy 96 -10/7/2004 - Wiser #04MURF0020
- b) Rucker Lane from SR 96 to proposed SW Loop Rd – 03/11/2005 – Wiser #05MURF0073
- c) Kimbro Rd from proposed SW Loop Rd to SR 99 – 08/30/2005 - Wiser #05MURF0075
- d) Sewer Design through construction of approximately 9,500 LF of 30" sewer line near US 231S – 08/26/2011 – Wiser #11MURF0179
- e) Middle Tennessee Blvd between Main Street and Greenland Drive – 05/05/2009 & 06/03/2010 – Wiser #09MURF0291
- f) Joe B Jackson Pkwy from US 231 to existing interchange of I-24 and Joe B Jackson Pkwy - \*\*/\*\*/2005 Wiser #05MURF0298

- g) Wilkinson Pike- Thompson to Medical Center – 04/27/2004 – Wiser #04MURF0301
- h) Cherry Lane Sewer Design (relating to Major Thoroughfare Plan MTI#3 and a portion of MTI #2) – 05/26/2005 – Wiser #05MURF0350
- i) Cherry Lane Phase 3 – 04/04/2013 – Wiser #13MURF0373
- j) Broad & Memorial Water & Sewer Utility Relocation – November 2012 - Wiser #12MURF0385
- k) Barfield-Crescent Park Renovations – 09/12/2013 – Wiser #0459
- l) Cherry Lane Phase 2, Cherry Lane from Richard Siegel Park to the Sulphur Springs Road/Alford Road intersection - \*\*/\*\*/2006 – Wiser #06MURF0503
- m) Joe B. Jackson Parkway beginning at S. E. Broad Street (US 41) crossing Bradyville Pike and Veals Road and ending at John Bragg Highway (US 70) between Murfreesboro Street and Mt. Herman Road - \*\*/\*\*/2007 – Wiser #07MURF0504
- n) Broad & Memorial Multiple Utility Easement Relocation Coordination– 04/18/2013 - Wiser #13MURF0412
- o) Pitts Lane-Northfield to North Tennessee/Wenlon—09/11/2003 – Wiser #03MURF0515

3. CITY hereby consents to continuing each of the Agreements herein with WISER CONSULTANTS, LLC.

4. Where the term WISER COMPANY, LLC, shall appear in each original Agreement as amended, the term shall hereinafter mean and refer to WISER CONSULTANTS, LLC.

5. Except as expressly amended hereby, all the remaining provisions of each of the Agreements shall remain in full force and effect.

6. The effective date of this Amendment is the date listed below as the execution date of the CITY.

IN WITNESS WHEREOF, the parties have each caused this Amendment to be executed by its duly authorized corporate officers as noted below:

WISER CONSULTANTS, LLC

BY: 

Title: Sr. Vice President

Date: 1-2-2014

WISER COMPANY, LLC

BY: 

Title: Sr. Vice President

Date: 1-2-2014

CITY OF MURFREESBORO

BY:  Mayor

Date: 12.27.13

APPROVED AS TO FORM:

BY:  City Attorney

ATTACHMENT 1

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE

SUBJECT AGREEMENT NUMBER:	SW Loop Rd from Crescent Road to Hwy 96 - 10/7/2004 - Wiser #04MURF0020
ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:	Wiser Consultants, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	46-2394712

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SIGNATURE & DATE:



DATE:

1-2-2014

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Rucker Lane from SR 96 to proposed SW Loop Rd – 03/11/2005 – Wiser #05MURF0073
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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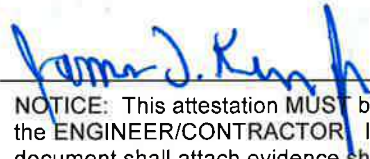
**ATTACHMENT 3**

**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Kimbrow Rd from proposed SW Loop Rd to SR 99 – 08/30/2005 - Wiser #05MURF0075
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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**DATE:** 1-2-2014

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Sewer design through construction of approximately 9,500 LF of 30" sewer line near US 231S – 08/26/2011 – Wiser #11MURF0179
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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DATE: 1-2-2014

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Middle Tennessee Blvd between Main Street and Greenland Drive – 05/05/2009 & 06/03/2010 – Wiser #09MURF0291
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Joe B Jackson Pkwy from US 231 to existing interchange of I-24 and Joe B Jackson Pkwy - **/**/2005 Wiser #05MURF0298
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	New roadway between Manson Pike and Old Nashville Hwy (Wilkinson Pike) – 04/27/2004 – Wiser #04MURF0301
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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1-2-2014

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Cherry Lane Sewer Design (relating to Major Thoroughfare Plan MTI#3 and a portion of MTI #2) – 05/26/2005 – Wiser #05MURF0350
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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DATE: 1-2-2014

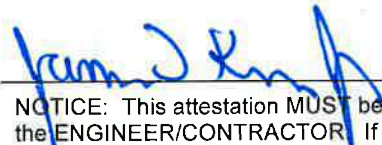
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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Cherry Lane Extension – 04/04/2013 – Wiser #13MURF0373
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	46-2394712

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Broad & Memorial Utility Relocation – November 2012 - Wiser #12MURF0385
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	46-2394712

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Barfield-Crescent Park Renovations – 09/12/2013 – Wiser #0459
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	46-2394712

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Cherry Lane Phase 2, Cherry Lane from Richard Siegel Park to the Sulphur Springs Road/Alford Road intersection - **/**/2006 – Wiser #06MURF0503
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Joe B. Jackson Parkway beginning at S. E. Broad Street (US 41) crossing Bradyville Pike and Veals Road and ending at John Bragg Highway (US 70) between Murfreesboro Street and Mt. Herman Road - **/**/2007 – Wiser #07MURF0504
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	46-2394712

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**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT/AGREEMENT  
PERFORMANCE**

<b>SUBJECT AGREEMENT NUMBER:</b>	Broad & Memorial Multiple Utility Easement Relocation Coordination– 04/18/2013 - Wiser #13MURF0412
<b>ENGINEER'S/CONTRACTOR'S LEGAL ENTITY NAME:</b>	Wiser Consultants, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	46-2394712

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AGREEMENT BETWEEN WISER COMPANY, LLC  
AND  
CITY OF MURFREESBORO, TENNESSEE

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into by and between WISER COMPANY, LLC, a Tennessee limited liability company located at 237 West Northfield Blvd., Ste. 200, Murfreesboro, Tennessee 37129, hereinafter referred to as "ENGINEER", and CITY OF MURFREESBORO, TENNESSEE, 111 East Vine Street, Murfreesboro, Tennessee 37130, hereinafter referred to as "CITY", who mutually agree as follows:

DECLARATIONS. City desires to retain ENGINEER to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows: Cherry Lane Extension

1. SCOPE OF SERVICES. Engineer shall provide PE-NEPA, Preliminary, ROW and Final Engineering Design Services, including bidding, for the Cherry Lane Extension. WISER Fee Proposal & Scope of Work Dated January 28, 2013 as found in Attachment A shall be considered as an integral part hereof.
2. Engineer shall be paid on a Time and Materials Basis as detailed herein, in the Amount Not To Exceed \$2,469,222.89.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Mayor and City Council Approved this Agreement on the 4 Day of April 2013.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized officers.

WISER COMPANY, LLC

By: James T. Kerr Jr.

James T. Kerr Jr., Sr. Vice President

Date: 3-27-2013

CITY OF MURFREESBORO, TENNESSEE

By: Tommy Bragg, Mayor

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

Date: 4-4-13

APPROVED AS TO FORM:

Susan Emery McGannon

Susan Emery McGannon, City Attorney <sup>SEM</sup>

## TERMS AND CONDITIONS

### SECTION I: GENERAL RECITALS

WHEREAS, the CITY requires PE-NEPA, Preliminary, ROW and Final Engineering Design Services, including bidding, for the Cherry Lane Extension Phase 3; and,

WHEREAS, the CITY proposes under the authority of this Agreement to employ the ENGINEER, a firm adjudged by the CITY to be qualified, for the performance of Professional Services described herein on the proposed project as identified herein; and,

WHEREAS, the CITY is authorized under its charter and state laws to enter into this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

### SECTION II: SERVICES OF THE ENGINEER

- A. PROJECT'S LOCATION AND GENERAL STATEMENT OF ENGINEER'S ASSIGNMENT. The ENGINEER shall provide the engineering design services and bidding, in cooperation with the CITY for the Cherry Lane Extension.
- B. GENERAL PROJECT CRITERIA. The ENGINEER'S efforts shall include, but not be limited to the Scope of Work and Tasks set forth in the Letters of Interest issued by CITY on May 20, 2012 ("LOI"), Request for Proposal ("RFP") issued by CITY on June 20, 2012, and Proposal of WISER dated July 6, 2012, WISER Fee Proposal & Scope of Work dated January 28, 2013, all of which are incorporated herein as if copied verbatim.

Note: In accordance with the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, Sections 107.14 and 107.18, the Contractor is responsible for project site safety. The ENGINEER'S employees are responsible for their personal safety. The ENGINEER is not charged with the role of safety inspector per Section 105.10 and Section 105.11 of Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

Any questions regarding the administration of the contract should be forwarded to the CITY project supervisor.

Criteria needed to supplement the foregoing shall be as directed by the CITY. Throughout the entire work the ENGINEER will endeavor to obtain the most feasible plan with appropriate weight and consideration given to minimizing the cost of the project.

- C. SCHEDULES. The ENGINEER agrees to begin work immediately after receiving

authorization to proceed with the work. Any time limitations herein stated are to be conditional upon timely receipt of various information to be supplied by the CITY, upon the CITY'S close working relationship with the ENGINEER during the several functions of this project, and upon prompt review and approval of the ENGINEER'S work by the CITY and others as requested by the ENGINEER during the life of this agreement.

- D. EXPERT WITNESS SERVICES: It is understood and agreed that ENGINEER'S services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the CITY and ENGINEER describing the services desired and providing a basis for compensation to ENGINEER.

### SECTION III: CITY'S SERVICES

The CITY agrees to provide to the ENGINEER, without delay, or as they become available, the following:

- A. Copies of all requested material available regarding and indicating policies of the CITY with reference to geometrics, standards, specifications and methods, and other memoranda and directives pertaining to any part or phase of the work.
- B. Access to and use of all reports, data, or information in the possession of the CITY which might prove pertinent to the work set forth herein. No warranty is made as to the sufficiency of such data furnished by the CITY.
- C. Right-of-Entry onto the Project site for ENGINEER'S necessary field studies and surveys. ENGINEER shall endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- D. All information furnished the ENGINEER by the CITY, electronically or otherwise, is provided solely for the specific purpose set forth in this Agreement. Should the ENGINEER use such information for any other purpose, it shall do so at its own risk, and shall assume full responsibility for such action.
- E. The CITY shall provide a project supervisor to oversee and coordinate with the ENGINEER'S project supervisor.

Contact Person	Dana Richardson, Transportation Director
Phone	(615) 893-6441
Email	drichardson@murfreesborotn.gov

The "Contact Person" designated above shall have the authority to act on behalf of the CITY to define scope, transmit instructions, and receive information. The Contact Person may also authorize changes in Professional Services and negotiate fees and other changes under this Agreement, which **must** then be approved by the Mayor and



City Council.

- F. The CITY, with the assistance of ENGINEER, shall provide public information/relations for project development.

#### SECTION IV: TDOT STANDARD TERMS AND CONDITIONS

- A. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Tennessee. ENGINEER 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 Agreement. The ENGINEER acknowledges and agrees that any rights or claims against the CITY or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all applicable laws.
- B. **GENERAL COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**
- 1) The ENGINEER is assumed to be familiar with and observe and comply with those Federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the state and Federal Government regarding fortifications, military and naval establishments and other areas. The ENGINEER shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
  - 2) The parties agree that failure of the ENGINEER to comply with this provision shall constitute a material breach of this Agreement and subject the ENGINEER to repayment of all damages by the CITY as a result of said breach.
- C. **STATE LAW:** Nothing in this Agreement shall require the CITY to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided that if any of the provisions of this Agreement violate any applicable state law, the ENGINEER will at once notify the CITY in writing in order that appropriate changes and modifications may be made by the CITY and ENGINEER to the end that the CITY and ENGINEER may proceed as soon as possible with the Project.
- D. **SUBMISSION OF THE PROCEEDINGS, AGREEMENTS, AND OTHER DOCUMENTS:** The ENGINEER shall submit to the CITY such data, reports, records, agreements, and other documents relating to the Project as the CITY, TDOT and the Federal Highway Administration may require.
- E. **APPROPRIATION OF FUNDS:** This Agreement is subject to the appropriation and availability of CITY, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the CITY reserves the right to terminate

the Agreement upon thirty (30) days written notice to the ENGINEER. Said termination shall not be deemed a breach of contract by the CITY. Upon receipt of the written notice, the ENGINEER shall cease all work associated with the Agreement. Should such an event occur, the ENGINEER shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the ENGINEER shall have no right to recover from the CITY any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

- F. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall the making by the CITY of any payment to the ENGINEER constitute or be construed as a waiver by the CITY of any breach of covenant or any default which may then exist on the part of the ENGINEER and the making of such payment by the CITY, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the CITY with respect to such breach or default. Any invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- G. **CITY NOT OBLIGATED TO THIRD PARTIES:** The CITY shall not be obligated or liable hereunder to any party other than the ENGINEER.
- H. **INDEPENDENT CONTRACTOR:** The parties hereto, in the performance of this agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.
- I. **Tennessee Department of Transportation Debarment and Suspension:** In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the ENGINEER certifies that it is not suspended or debarred and agrees that it shall not permit any debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.
- J. **Equal Employment Opportunity:**
- 1) In connection with the performance of any Project, the ENGINEER shall not

discriminate against any employee or applicant because race, age, color, religion, gender, pregnancy, marital status, military status, disability or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, gender, pregnancy, marital status, military status, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 2) The ENGINEER shall insert the foregoing provision in all agreements modified only to show the particular relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the ENGINEER shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the CITY or TDOT setting forth the provisions of the nondiscrimination clause.

K. TITLE VI, CIVIL RIGHTS ACT OF 1964. During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER ") agrees as follows:

- 1) Compliance with Regulations: The ENGINEER shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21 through Appendix H and 23 CFR 710.405(b), as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The ENGINEER, with regard to the work performed by itself during the contract, shall not discriminate on the grounds of race, age, color, religion, gender, pregnancy, military status, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. (<http://www.tdot.state.tn.us/civil-rights/titlevi/>)
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the ENGINEER for work to be performed under a subcontract,

including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the ENGINEER of the ENGINEER'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, age, color, religion, gender, pregnancy, military status, disability or national origin.

- 4) Information and Reports: The ENGINEER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or other parties participating in the funding of this agreement to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the CITY and shall set forth what efforts it has made to obtain the information.
- 5) EXECUTIVE ORDER 11246 AND EXECUTIVE ORDER 11375: During the performance of work under this Agreement the ENGINEER agrees to comply with the policies set forth in Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 6) TITLE VI ADDITIONAL ASSURANCES: ENGINEER incorporates by reference Tennessee Department of Transportation Title VI Assurances-Appendix A by reference as if copied verbatim herein. (<http://www.tdot.state.tn.us/civil-rights/titlevi/>)
- 7) SANCTIONS FOR NONCOMPLIANCE: In the event of the ENGINEER'S noncompliance with the nondiscrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not necessarily limited to:
  - a) withholding of payments to the ENGINEER under the contract until the ENGINEER complies, and/or
  - b) cancellation, termination, or suspension of the contract in whole or in part.
- L. AMERICANS WITH DISABILITIES ACT: ENGINEER will comply with all the requirements as imposed by the Americans with Disabilities Act and the regulations of the federal government issued thereunder. The ENGINEER shall comply with the Vocational Rehabilitation Act of 1973 as approved by Congress on September 26, 1973, herein incorporated by reference, which prohibits employment discriminations against physically handicapped persons.
- M. CONFLICTS OF INTEREST:
  - a) ENGINEER warrants that no amount shall be paid directly or indirectly to an

employee or official of the CITY, the State or the Federal government as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to ENGINEER in connection with any work contemplated or performed relative to this Agreement.

- b) The ENGINEER shall insert in all agreements entered into in connection with the Project and shall require its subcontractors to insert in each of its subcontracts, the following provision:

"No 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 ENGINEER in connection with any work contemplated or performed relative to this Agreement."

- N. INTEREST OF MEMBERS OF OR DELEGATES TO, CONGRESS (APPLIES TO FEDERAL AID PROJECTS): No member of or delegate of the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- O. RESTRICTIONS ON LOBBYING (APPLIES TO FEDERAL AID PROJECTS): The ENGINEER certifies, by signing this Agreement 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 ENGINEER, to any person for influencing or attempting to influence an officer or employee of any Federal 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 this Agreement, 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 this Agreement, or 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan or cooperative agreement, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The ENGINEER will require that the language of this certification be included in all subcontracts at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly. The ENGINEER understands that this certification is a material representation of fact

upon which reliance was placed when this Agreement was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

- d) The ENGINEER agrees that during the period of performance of this agreement it and its sub-recipients must file a disclosure form at the end of each calendar year quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any previously filed disclosure form. Events that are considered to materially affect the accuracy of information reported are described in Subpart A, Section 1230.110(c) of the Office of Management and Budget interim final guidance pertaining to Federal government-wide restrictions on lobbying established by Section 319 of Public Law 101-121.

P. Records:

- 1) The ENGINEER shall maintain documentation for all charges against the CITY under this Agreement. All costs charged to the Project, including any approved services contributed by the ENGINEER or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the CITY and TDOT the nature and propriety of the charges. The books, records, and documents of the ENGINEER, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the CITY at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- 2) Copies of these documents and records shall be furnished to the CITY, TDOT or their duly appointed representatives, upon request. Records of costs incurred includes the ENGINEER'S general accounting records and the Project records, together with supporting documents and records, of the ENGINEER and all subcontractors considered necessary by the CITY for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.
- 3) The aforesaid requirements to make records available to the CITY and TDOT shall be a continuing obligation of the ENGINEER and shall survive a termination of the Agreement.
- 4) ENGINEER shall consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the CITY.

**Q. INSPECTION**

- 1) The ENGINEER shall permit, and shall require its subcontractor or materials vendor to permit, the CITY's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- 2) The CITY reserves the right to terminate this Agreement for refusal by the ENGINEER or any subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**R. Termination for Convenience:** The CITY may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the CITY. The CITY shall give the ENGINEER at least thirty (30) days written notice before the effective termination date. The ENGINEER shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the CITY be liable to the ENGINEER for compensation for any service which has not been rendered. The final decision as to the amount for which the CITY is liable shall be determined by the CITY. Should the CITY exercise this provision, the ENGINEER shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**S. Termination for Cause:** If the ENGINEER fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the ENGINEER violates any terms of this Agreement, the CITY shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by virtue of any breach of this Agreement by the ENGINEER.

**T. How Agreement is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**U. Agreement Format:** All words used herein in the singular form shall extend to and include all plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

- V. Certification Regarding Third Party Contracts: The ENGINEER certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- 1) The ENGINEER further certifies by its signature hereunder that it has disclosed and provided to the CITY a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
  - 2) The ENGINEER further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the CITY.
  - 3) The ENGINEER hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the ENGINEER to the repayment of funds received from or through the CITY under this Agreement and to the payment of all damages suffered by the CITY as a result of said breach.
- W. AMENDMENT: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.
- X. CITY LIABILITY: The CITY shall have no liability except as specifically provided in this Agreement.
- Y. FORCE MAJEURE: The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- Z. REQUIRED APPROVALS: The CITY is not bound by this Agreement until it is approved by the appropriate CITY officials in accordance with its charter, applicable Tennessee State laws and regulations.
- AA. VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974: The ENGINEER shall comply with Section 2012 of the Vietnam Era Veterans Readjustment Act of 1974 which requires the ENGINEER to take affirmative action to employ and advance in employment qualified veterans of the Vietnam Era.

#### SECTION V: PAYMENTS

For the satisfactory performance of all services and assumption of the intrinsic responsibilities described and set forth in Section II, the CITY agrees to compensate the ENGINEER as hereinafter provided, subject to final approval of the CITY:



A. ACTUAL COST OF PERFORMING SAID SERVICES PLUS A FIXED AMOUNT: As the extent of the ENGINEER'S efforts cannot be predetermined with exactness at this time, it is not feasible to establish payment on a lump sum amount or unit-of-work basis; therefore, it is mutually agreed by and between the parties hereto that compensation to the ENGINEER will be on the basis of the ENGINEER'S actual cost of performing said services plus a fixed amount to cover net fee only, as is qualified hereinafter. All costs incurred under the terms of this agreement shall be subject to the requirements of the Federal-aid Policy Guide, 23 CFR 172 and the provisions of Chapter 1, Section 31.2, Title 48 of the Federal Acquisition Regulations System. Actual costs eligible for reimbursement are those directly attributable and properly allocable to the accomplishment of the specific work for which the ENGINEER'S services have been retained under the agreement. These may include:

- 1) LABOR: Actual basic salaries for productive technical personnel and other employees for work-time directly connected with and essential to performance of work chargeable to the project, also salaries of principals for time they are productively engaged in work or activities that are necessary to fulfill the provisions and conditions of the contract, are allowable project charges; plus,
- 2) PAYROLL ADDITIVES AND GENERAL OVERHEAD:
  - a) State Funded Projects -Payroll additive and general overhead costs eligible for reimbursement shall be as recognized and accepted for use as defined by this agreement or by the state's Finance Office following an audit of the ENGINEER'S total overhead costs. It is agreed that under this agreement those combined costs shall be invoiced at the lesser rate of (1) actual audited rate adjusted for the TDOT's "Standard Procurement Policy for Consultant and Technical Services" or (2) the maximum allowable rate of One Hundred Forty-Five and 00/100 (145%) percent of direct labor. It is agreed that the appropriate percentage shall be used for invoicing purposes for combined payroll additive and general operating overhead costs. The 145% rate cap rate (for state funded projects) shall also apply to subcontracted work. Subcontractors with an unlimited status shall also invoice at the lesser rate of (1) the actual audited rate or (2) the maximum allowable rate of One Hundred Forty-Five and 00/100 (145.00%) percent of direct labor. Subcontractors with limited status shall invoice at a self-certified rate with a maximum rate of One Hundred Twenty-Five and 00/100 (125%). It is further agreed that the ENGINEER'S payments to any individual owning more than 2% of the company as a bonus or under an executive management incentive plan shall not be considered as eligible costs pursuant to determination of said overhead rates. The maximum indirect salary for any employee shall be capped at \$150,000.00 per year.
  - b) PAYROLL ADDITIVE AND GENERAL OVERHEAD FEDERALLY FUNDED PROJECTS: Payroll Additive and general overhead costs eligible for reimbursement shall be as recognized and accepted for use

as defined by this agreement or by the state's Finance Office following an audit of the ENGINEER'S total overhead costs. It is agreed that the appropriate percentage shall be used for invoicing purposes for combined payroll additive and general operating overhead costs. Subcontractors (for federally funded projects) with unlimited status shall invoice at the actual audited rate as approved by External Audit. Subcontractors with limited status shall invoice at a self-certified rate with a maximum rate of One Hundred Twenty-Five and 00/100 (125%) per cent.

- 3) **OUT-OF-POCKET DIRECT PROJECT EXPENSE:** Any non-salary cost, including non-salary sub-contracted work, identified specifically with the project is a direct charge to the project, and similar costs which are identified specifically with other work of the ENGINEER are direct costs of that work and are not to be charged directly or indirectly to this project. Accordingly, any direct project non-salary costs under this agreement not included in the ENGINEER'S general operating overhead or payroll additives in conformance with its normal accounting practices, as is justified, will be eligible for reimbursement at the ENGINEER'S actual cost. Vehicle mileage (use of the ENGINEER'S own equipment) shall be supported by the date, time, origin, and destination of each trip. Vehicle costs will be reimbursed in accordance with the vehicle reimbursement schedule included in the TDOT's "Standard Procurement of Engineering and Technical Services Policy." As the rates in this schedule are subject to be revised periodically, the reimbursement will be based on the rates applicable for the billing period. Auto rental will be actual costs but shall not exceed local commercial rates. Billings for any actual out-of-pocket expense directly identifiable with the project shall be supportable by a listing of numbered original bills, invoices, expense accounts, and miscellaneous supporting materials which shall be retained for review and audit by CITY representatives. The ENGINEER'S costs for lodging, meals, and other involved travel-related costs shall be governed by the rates set forth in the latest edition of the state's Comprehensive Travel Regulations.
- 4) **ENGINEER'S ESTIMATE ITS ACTUAL COST:** The ENGINEER estimates its actual cost of performing all services required in the successful execution of its assignment as provided under this agreement to be Two Million Three Hundred Forty Four Thousand One Hundred Thirteen and 51/100 Dollars (\$2,344,113.51). For the performance of the work and in consideration of the complexities and responsibilities involved it is agreed that One Hundred Twenty-Five Thousand One Hundred Nine and 38/100 Dollars (\$125,109.38) is a reasonable net fee. The net fee for each progress billing shall be determined based on the total approved net fee for that phase of the Project multiplied by the estimated percentage of project completion for that phase of the Project during the invoicing period as stated in the progress report, less any partial payments. (See Article V Section E infra). For the performance of all services of the ENGINEER, as prescribed herein, the CITY agrees to reimburse the ENGINEER its actual cost (to be determined as herein provided)

and its aforesaid net fee not to exceed One Hundred Twenty-Five Thousand One Hundred Nine and 38/100 Dollars (\$125,109.38) for the completion of its total work assignment. The compensation ceiling of this agreement is hereby established at Two Million Four Hundred Sixty Nine Thousand Two Hundred Twenty Two and 89/100 Dollars (\$2,469,222.89), which compensation ceiling shall not be exceeded without a prior supplemental agreement between the parties hereto for the purpose of increasing said top-side amount. The ENGINEER'S proposal for services shall be incorporated into the supporting documentation for services included herein. It is agreed that said ceiling is subject to change through supplemental agreement. It is also agreed that if it appears that due to underestimation of man-hour or increase in salary rates the top-side limiting amounts for the ENGINEER'S services may be exceeded, the same will be subject to adjustment by mutual agreement to absorb the ENGINEER'S additional costs that will be incurred by reason of said underestimation of man-hours or increase in salary rates upon written request by the ENGINEER prior to the limiting amount being exceeded. Except in unusual cases deemed justifiable and prearranged in writing with the CITY, any request from the ENGINEER for ceiling adjustments to cover PAST incurred costs beyond the ceiling for incurred costs not yet covered by an approved Supplemental Agreement will be denied, and the expense of said costs shall be borne by the ENGINEER. The ENGINEER shall maintain a constant familiarity of the relationship between its gross earnings and the ceiling of this agreement. The increase of the ceiling to absorb the ENGINEER'S additional cost due to underestimation shall not include any increase in the net fee.

- B. **ADDITIONAL WORK:** In the event that the CITY, in writing, requests the ENGINEER to perform additional services on the project not covered by Section II of this agreement, the ENGINEER agrees to perform the same; payment therefor shall be made by the CITY under Paragraph A, sub-paragraphs 1, 2 and 3 of this section after a written agreement between the CITY and the ENGINEER has been entered into and approved. At the discretion of the CITY, said agreement may provide for an appropriate increase(s) in the ENGINEER'S net fee for the performance of said Additional Work. It is understood and agreed that no work relative to Additional Work or Change of Work (see Paragraph C immediately below) shall be performed by the ENGINEER prior to the CITY'S issuance of a work order for such Additional Work or Change of Work except in those cases when the CITY deems it to be in the public interest to issue a written order prior to the origination of a supplemental agreement. In such instances, the CITY will consider an early issuance of a work order upon its prior ascertainment of the necessity for the work and upon its assurance that additional compensation is warranted.
- C. **CHANGE OF WORK:** In the event the CITY should decide during the course of this work that there exists the need to change any work performed by the ENGINEER under this Agreement after some element of work has been approved by the CITY, the CITY shall notify the ENGINEER, in writing, to make the change, and the ENGINEER shall make the change as directed. Payment therefor is to be made by the

CITY after a written agreement is entered into between the CITY and the ENGINEER providing for appropriate adjustment in the compensation ceiling inclusive of appropriate adjustment in the ENGINEER'S net fee, which amounts shall be as negotiated.

- D. ABANDONMENT OF PROJECT: In the event the CITY decides to abandon all or any part of any project subsequent to the effectuation of this Agreement, the ENGINEER shall be paid by the CITY for all work completed prior to its having received written notice from the CITY to stop work and an appropriate negotiated amount agreed upon for net fee.
- E. MODE OF PAYMENT: The ENGINEER'S billings are to be segregated in accordance with the TDOT project numbers assigned to the work. Progress invoices with status of work shall be submitted by the ENGINEER to the CITY at a frequency of one per month in an amount equal to one hundred percent (100%) of the earned fee for the time period in question, the earned fee being defined as the amount determined under Paragraph A, sub-paragraphs 1, 2, 3 and 4 of this section based upon a mutually acceptable invoice of payroll and direct project out-of-pocket expense for the ENGINEER'S work performed as of the date of this Statement plus a part of the ENGINEER'S net fee. The net fee for each progress billing shall be determined based on the total approved net fee multiplied by the estimated percentage of project completion during the invoicing period as stated in the progress report, less any partial payments. The ENGINEER'S records and backup data on all items of cost entering into the billings for the professional services rendered under this agreement are subject to audit by representatives of the CITY, and copies thereof shall be furnished, if requested, as required under Paragraphs P and Q of Section IV of this Agreement.

Payments on all subsequent supplemental agreements shall also be reported in this same manner.

- F. TRAVEL EXPENSES: If the Project includes travel compensation, reimbursement to the ENGINEER 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.
- G. FINAL SETTLEMENT: Final settlement shall be made by the CITY to the ENGINEER within thirty (30) days following the completion and approval of all the ENGINEER'S work as set out in Section II and mutual approval of the CITY'S post-work audit report. ENGINEER must submit the final invoice on the project to the CITY within sixty (60) days after the completion of the Project. Invoices submitted after the sixty (60) day time period may not be paid.

#### SECTION VI: MISCELLANEOUS PROVISIONS

The ENGINEER and the CITY mutually agree as follows:

- A. OWNERSHIP OF ENGINEERING DOCUMENTS: Tracings, plans, specifications,

any maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the CITY. Basic design notes and sketches, charts, computations, all original drawings, and other data prepared or obtained under this Agreement shall be made available, upon request, to the CITY without restriction or limitation of their use.

- B. DELAYS AND EXTENSIONS: Time is of the essence with this Agreement. Reasonable extensions of promised times shall be mutually arrived at by the parties in the event of unavoidable delays.
- C. PROGRESS: The ENGINEER shall prepare detailed progress schedules for the several phases or items of the work and shall submit daily progress reports based on such schedules to the CITY as set forth in the WISER Proposal dated July 6, 2012. Each report shall provide an identification of work accomplished since the previous report. ENGINEER estimates the work to be completed approximately October 2017.
- D. MEDIATION: Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the ENGINEER and the CITY shall be referred to a mediator before either party pursues other means of redress. The mediator shall be a person agreed upon by both parties.
- E. SUBLETTING, ASSIGNMENT, OR TRANSFER: Subletting, assignment, or transfer of all or part of the interest of the ENGINEER is prohibited unless by written consent of the CITY and all agencies participating in the funding of this Agreement.
- F. EMPLOYMENT OF CITY WORKERS: The ENGINEER shall not engage, on a full, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of the CITY or the State of Tennessee, except regularly retired employees, without the written consent of the CITY.
- G. COVENANT AGAINST CONTINGENT FEES: The ENGINEER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- H. ENGINEER'S ENDORSEMENT: The ENGINEER'S endorsement shall be placed on the final maps of the survey, on preliminary and final construction plans, specifications, estimates, also other engineering data and documents furnished by the ENGINEER to the CITY, as applicable.
- I. CONTROL: To the extent applicable, all work by the ENGINEER is to be performed in

a manner satisfactory to the CITY and in accordance with the established customs, practices, and procedures of the Tennessee Department of Transportation ("TDOT") and in conformity with the standards adopted by the American Association of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23 U.S.C., Sec. 109(b) as amended. The decision of the CITY is to control in all questions regarding locations, type of design, dimension of design, and similar questions. The ENGINEER is to periodically request sufficient conferences to insure that the work is being done by the ENGINEER in a satisfactory manner and that all locations and designs are made in accordance with the wishes of the CITY.

J. COST ESTIMATES: The CITY hereby acknowledges that ENGINEER cannot warrant that opinions or estimates of costs provided by ENGINEER will not vary from actual cost incurred by the CITY.

K. EFFECT OF EXISTING DATA ON AMOUNTS PAYABLE: The ENGINEER hereby certifies that prior to Agreement of the parties to this Agreement on the amounts payable, as expressed in Section V, ENGINEER reviewed, considered, and evaluated existing engineering data, traffic counts, services and projections to be provided by the CITY, other materials and data to be furnished by the CITY, and determined the amounts payable in contemplation of the effect of said data and materials upon its undertaking under this Agreement. Existing engineering data so reviewed, considered, and evaluated includes, but is not necessarily limited to, those set out in Section III.

L. EQUIPMENT AND INSTRUMENTATIONS: It is understood and agreed that if any additional equipment is needed for the project, the CITY must be notified prior to any action. If necessary, said equipment shall be purchased by the CITY in compliance with the CITY'S low bid procedures. Said equipment shall be considered as the CITY'S property unless other means pertaining to the disposition of same are provided elsewhere within this Agreement.

M. ENVIRONMENTAL PROTECTION REGULATIONS: Under this Agreement the ENGINEER shall give due consideration to and, as applicable, comply with the standards, orders, or requirements set forth under Section 306 of the Clean Air Act (42 U.S.C. 1857 h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

N. ENERGY POLICY AND CONSERVATION ACT: Under this Agreement the ENGINEER shall give due consideration to and, as applicable, comply with the standards, orders, and requirements relating to energy efficiency contained in the TDOT energy conservation plans issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

O. STANDARD OF CARE: The ENGINEER shall assume full responsibility for the quality of the ENGINEER'S work and its conformance with all applicable laws, rules, regulations and orders governing said work. The ENGINEER shall perform its duties

in conformance with the reasonable standard of care as applicable to members of its profession within the State of Tennessee practicing under similar conditions. There is no warranty, express or implied, by way of illustration and not limitation, warranty for fitness of particular purpose, or warranties of merchantability.

- P. **COPYRIGHTING:** The ENGINEER shall be prohibited from copyrighting any papers, reports, forms or other material which is a part of any work under this Agreement without written approval from the CITY. Publication rights to any documents produced are reserved by the CITY.
- Q. **NOTICES:** Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.
- R. **PROHIBITION OF ILLEGAL IMMIGRANTS:** The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Agreement to supply goods or services to the state of Tennessee, shall be a material provision of this Agreement, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Agreement.
- 1) The ENGINEER hereby attests, certifies, warrants, and assures that the ENGINEER shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Agreement. The ENGINEER shall reaffirm this attestation, in writing, by submitting to the CITY a completed and signed copy of the document as Attachment B, hereto, semi-annually during the period of this Agreement. Such attestations shall be maintained by the ENGINEER and made available to CITY officials upon request.
  - 2) Prior to the use of any subcontractor in the performance of this Agreement, and semi-annually thereafter, during the period of this Agreement, the ENGINEER shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Agreement. Attestations obtained from such subcontractors shall be maintained by the ENGINEER and made available to CITY officials upon request.
  - 3) The ENGINEER shall maintain records for all personnel used in the performance of this Agreement. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the CITY.

- 4) The ENGINEER understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit the ENGINEER from contracting with, or submitting an offer, proposal, or bid to contract with the state of Tennessee to supply goods or services for a period of one year after the ENGINEER is discovered to have knowingly used the services of illegal immigrants during the performance of this Agreement.
- 5) For purposes of this Agreement, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Agreement.

S. ELECTRONIC FORMAT: ENGINEER deliverables may include database design, electronic computer-aided design and drafting (CADD) files, or other electronic documents or deliverables. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, databases and electronic files shall be developed based on ENGINEER'S standard practice and procedure. ENGINEER shall not be liable for any erroneous information supplied by the CITY or third party that ENGINEER relies upon and incorporates into an electronic file or other documents.

T. WARRANTY: Due to the easily alterable nature of electronic media, files, documents, and other deliverables, ENGINEER makes no warranties, either expressed or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance in any software used by the CITY or any other consultant or contractor.

U. SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

V. INSURANCE:

- 1) During the performance of the Services under this Agreement, ENGINEER shall maintain the following minimum insurance:
  - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - c) Worker's Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
  - d) Professional Liability Insurance with a limit of \$3,000,000 annual aggregate.



- 2) ENGINEER shall add the CITY as an additional insured on its General Liability Insurance and Automobile Liability Insurance policies and as a certificate holder on its Workers' Compensation and Professional Liability Insurance policies.
- 3) ENGINEER shall, upon execution of this Agreement, furnish CITY certificates of insurance and copies of endorsements (blanket or specific) documenting that the CITY is named as an additional insured on the General Liability Insurance and Automobile Liability Insurance policies in a form(s) as is agreeable to the CITY, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY.
- 4) No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. CITY agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as CITY deems adequate to indemnify CITY, ENGINEER, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

#### Section VII: - ENTIRETY OF THE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alternation, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a CITY purchase order or other standard or preprinted work authorization issued by the CITY shall be null and void, even if such document is of later date.

This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A — WISER Fee Proposal & Scope of Work Dated January 28, 2013
- Attachment B — "Attestation Regarding Personnel Used in Contract or Agreement Performance"

Attachment A — WISER Fee Proposal & Scope of Work



**Wiser Company, LLC**  
237 W. Northfield Boulevard, Suite 200  
Murfreesboro, Tennessee 37129

March 26, 2013

[www.wiserco.com](http://www.wiserco.com)

p. 615-896-7375

f. 615-890-1479

Mr. Dana Richardson, Transportation Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130-3573

**RE: Revised Scope of Work and Fee Estimate Proposal  
Cherry Lane Extension – Phase 3**

Dear Mr. Richardson:

Wiser, in association with Florence and Hutcheson, SEC, Huddleston-Steele, Griggs and Maloney, PanAmerican, Bowlby and Associates, and TTL, is pleased to submit to you our team's revised proposal to provide surveying and engineering planning and design services for the above referenced project. The proposal includes a revised scope of work and fee estimate based upon comments discussed in previous meetings with the City and the City of Murfreesboro Legal Department.

We appreciate your confidence in our team to provide these services for such a dynamic project. Should you have any further questions regarding this information, we are at your disposal to answer any concerns.

Sincerely,

**WISER COMPANY, LLC**

A handwritten signature in black ink, reading "Michael A. Biggs". The signature is written in a cursive, flowing style.

**Michael A. Biggs, PE, CPESC**

cc: Chris Griffith, Jim Kerr



**FEE PROPOSAL**  
**FOR THE**  
**CHERRY LANE EXTENSION – PHASE 3**

Revised – March 26, 2013

Prepared by

**WISER COMPANY, LLC**

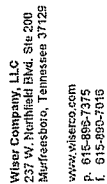
237 W. Northfield Boulevard, Suite 200

Murfreesboro, TN 37129

[www.wiserco.com](http://www.wiserco.com)

p. 615-896-7378

f. 615-890-1479



## Revised January 28, 2013

Breakdown by Prime & Subconsultant		OH Rate	% Net Fee	Prime Fee	Sub Fee
Firm	Responsibility				
Wiser*	Prime	158.51	11%	\$ 1,382,431.64	\$ 124,506.01
SEC	PE-NEPA (Survey), Drainage	125.00	11%		\$ 110,119.67
Huddleston - Steele	PE-NEPA (Survey), Traffic Update, Signal	125.00	11%		\$ 170,687.49
TTL†	Preliminary (Geotech, Investigation)	240.30	11%		\$ 544,180.00
Florence & Hutcheson**	PE-NEPA, Structures, Signaling, Bidding	153.44	11%		\$ 8,659.67
(A) Bowlby†	PE-NEPA (Air/Noise)	179.14	11%		\$ 77,083.70
PanAmerican‡	PE-NEPA (Cultural resources)	129.29	11%		\$ 51,554.71
Griffes & Maloney***	PE-NEPA (Ecology / HazMat)	125.00	11%		\$ 2,469,222.89
				Total Fee.....	\$

\* includes \$6,180.00 Direct Costs for copies, plans, and display material

\*\*\* includes \$4,142.20 Direct Cost for copies, plans, and display material

\*\*\* Includes \$4,142.20 Direct Cost for copies, print

\*\*\* includes \$276.00 Direct Cost for mileage

† Includes \$4,085.50 Direct Cost for completion of the project.

¥ includes \$16.197.60 Direct Cost for copies, mileage, & travel

(A) Indicates these Consultants will be directly subcontracted through Florence-Hutcheson



**Wiser Company, LLC**  
237 W. Northfield Boulevard, Suite 200  
Murfreesboro, Tennessee 37129

[www.wiserco.com](http://www.wiserco.com)  
p. 615-896-7375  
f. 615-890-1479

**Wiser understands the following items to be included within their scope of work:**

1. Complete Project Management in accordance with the TDOT Local Programs Guidelines.
  - a. Including all coordination and correspondence with TDOT necessary to acquire their approval of the project.
  - b. Management of subconsultants relating to various phases of the project, including but not limited to field survey, NEPA document preparation, environmental studies, structural design, drainage, geotechnical, signal design, etc.
  - c. Maintenance of customer information portal (CIP) to assist with the transfer of project related information, provide real-time project status, track submittals, and archive miscellaneous project information.
  - d. Assumes that all submittals shall be per Local Programs requirements.
2. Attend all necessary team meetings, public meetings, and public hearings.
  - a. Assumes up to four (4) public involvement meetings (three meetings at the NEPA document phase, and one meeting during the Preliminary Design phase) with display and presentation material. Two (2) display exhibits shall be prepared for each public meeting.
  - b. Assumes one progress meeting per month with the City of Murfreesboro during the NEPA process (survey and environmental document) and Preliminary design. (Est. 16 meetings)
3. Provide field survey services of the project area per TDOT standards, including project management and coordination of subconsultants SEC, Inc. and Huddleston-Steele (See SEC's and Huddleston-Steele's detailed survey scope of work).
  - a. Assumes a survey period of approximately 16 weeks.
  - b. Estimates weekly site visits (total 16 visits), bi-monthly project management meetings (total eight meetings), and monthly status meetings with the City (total four meetings).
  - c. Collected field data will be submitted to and verified by Wiser and processed into respective TDOT format on a weekly basis.
  - d. A digital terrain model (DTM) will be created based upon field data collected.
  - e. Review of property parcels surveyed by subconsultants. This data will be processed into Geopak format.
  - f. Review and QA/QC of property exhibits and descriptions as prepared by subconsultants for the purpose of indicating proposed right-of-way to be acquired. Assumes four iterations of review and submittals to the City, based upon approximately 18 property parcels. Coordination and meetings with the City and its appraiser during time of acquisition will be provided.
  - g. Coordination of subconsultants for the one time staking of each of the following
    - i. Geotechnical borings.
    - ii. Project centerline.
    - iii. Right-of-way and easements.



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p. 615-896-7375  
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4. Project Management and coordination of subconsultant (Florence & Hutcheson) involving the preparation of NEPA environmental document, including meetings and coordination with TDOT and FHWA. (Florence & Hutcheson's will perform actual development of the NEPA document and management of subconsultants for related technical studies – see Florence & Hutcheson's detailed scope of work and fee relating to this activity). This work is based upon the initial assumption of preparing an Environmental Assessment (EA) document followed by a Finding of No Significant Impact (FONSI). It is possible a Categorical Exclusion (CE) could be developed in lieu of an EA and FONSI, at which time the scope of work assumes the project will follow the guidelines for a Level 2 Project as outlined in TDOT's Public Involvement Plan during the environmental phase. Wiser will assist Florence & Hutcheson with holding two(2) public involvement meetings to inform the public, as well as an overall NEPA Public Meeting. Wiser will coordinate updating the project traffic during this phase, to be performed by Huddleston-Steele. Feasible alternative alignments will be generated by Wiser. Wiser will also assist with review and QA/QC of the NEPA document.
5. Provide engineering design services to prepare preliminary, right-of-way, and construction documents for the project per TDOT Design Guidelines, specifications, and standard drawings for Cherry Lane Phase 3 and an interchange at Cherry Lane and SR-840.
  - a. Includes preparation of Line and Grade plans to be submitted to City of Murfreesboro for review and approval.
    - i. Includes coordination to develop and prepare alternatives for Cherry Lane as well as alternatives for relocating the Sulphur Springs intersection, as well as a public meeting for informing the public of alternatives.
    - ii. Assumes addressing related comments and alignment revision from the design public meeting.
  - b. Assumes three (3) plan submittals to the City at various stages of project development; 1) Line & Grade, 2) preliminary, 3) right-of-way/final for review and approval. Three (3) sets of full size plans will be submitted to the City of Murfreesboro along with one (1) cd containing .pdf of plans. Electronic copies of plans will be submitted accordingly to TDOT to satisfy Local Programs requirements. (*See Item 10 for scope of services relating to bid books*).
  - c. Wiser will manage and assist related work for the structural design of bridges and box culverts, to be performed by Florence & Hutcheson (see their detailed scope of services for this work). Work performed directly by Florence & Hutcheson includes,
    - i. Design a river bridge crossing Stones River, including related hydraulic design. Design of the river bridge structure will attempt to satisfy a NO-RISE water surface condition, however it is believed this condition cannot be met based upon existing conditions. Therefore preparation and submittal of a Conditional Letter of Map Revision (CLOMR) has been estimated.
    - ii. Design a bridge crossing SR-840.



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p. 615-896-7375  
f. 615-890-1479

- iii. Design for the extension of the existing box bridge crossing SR-840, and related hydraulic design. The hydraulic design will attempt to satisfy a NO-RISE water surface condition, however it is believed this condition cannot be met based upon existing conditions. Therefore preparation and submittal of a Conditional Letter of Map Revision (CLOMR) has been estimated.
- d. Assumes some type of retaining wall will be necessary in the proximity of the interchange near an existing subdivision, however, the extent and location will be dependent upon the interchange design.
- 6. Wiser will provide and/or assist permitting necessary to allow construction of the project.
  - a. Assumes a general storm water permit (NPDES) will be required for Cherry Lane and the interchange. (City of Murfreesboro to pay all related fees/permits costs)
  - b. Obtain a connection permit for Cherry Lane at Broad Street and SR-840 per TDOT requirements.
  - c. Estimates an aquatic resources alteration permit (ARAP) will be necessary for the Stones River bridge.
  - d. Assumes permit(s) necessary for the Stones River bridge crossing and extension of existing box culvert under SR-840.
  - e. Includes time to develop a storm water pollution prevention plan (SWPPP) per TDOT and TDEC requirements, and related coordination.
- 7. Prepare a signal design for the intersection of Cherry Lane and Broad Street per City of Murfreesboro specifications. Includes coordination and approval by TDOT Region 3 and City of Murfreesboro Transportation Department. Wiser will oversee and coordinate this work which shall be performed by Huddleston-Steele (see H-S scope of services for this work).
  - a. Prepare a signal warrant analysis. Coordinate and obtain approval of this study with City of Murfreesboro and TDOT.
  - b. Provide for conduit to be installed near interchange ramp intersections for future signal and/or lighting.
- 8. Provide update to existing and forecasted traffic. Coordinate accordingly with TDOT Project Planning for acceptance of this data. Wiser will coordinate accordingly with Huddleston-Steele who will be directly performing this work.
  - a. Assumes coordination with the Nashville MPO to obtain the most current traffic model output.
  - b. Develop traffic volumes based upon MPO model output and projected MPO and/or TDOT growth rates.
- 9. Prepare itemized estimate of probable cost using TDOT pay item numbers.
  - a. A construction cost estimate will be provided at the beginning of the right-of-way acquisition phase.
  - b. A detailed construction cost estimate will be provided at the end of the design phase once quantity take offs have been prepared.
  - c. An updated construction cost estimate will be provided prior to Bid advertisement.





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p. 615-896-7375  
f. 615-890-1479

10. Prepare bid documents per TDOT, City of Murfreesboro, and Local Programs guidelines.
  - a. Coordination with subconsultants to prepare project specifications and/or special provisions.
  - b. Assumes three (3) copies of project plans and specifications/bid books to be submitted to the City of Murfreesboro. A digital copy of this information shall be submitted on a cd for the City's use.
11. Prepare bid notice on behalf of the City of Murfreesboro. (The City will be responsible for advertising and any related costs for this activity).
12. Assist City in evaluation of bids and recommendation for contract award, including coordination with TDOT for concurrence.
- ~~13. Geotechnical evaluation and investigation per TDOT requirements for the proposed roadway along Cherry Lane Phase 3 and proposed interchange, and proposed structures. A geotechnical report with recommendations will be prepared. Wiser will oversee and coordinate this work, which shall be performed by TTL (See TTL's detailed scope of work).~~
14. Provide utility coordination as necessary with those agencies that will be affected by this project. Assumes that any related design and/or relocation will be by others.

***The project will be developed using the following assumptions and criteria:***

- 1) The TDOT standard Design Guidelines, specifications, and permit requirements shall be monitored by Consultant, and should there be a material change resulting in additional work by Consultant, the parties will make an equitable adjustment in Consultant's fees.
- 2) The TDOT Drainage Manual and Erosion Control Manual requirements shall be monitored by Consultant, and should there be a material change resulting in additional work by Consultant, the parties will make an equitable adjustment in Consultant's fees.
- 3) Submittals to TDOT will consist of one (1) copy in .pdf electronic format during the respective phase of the project, for their use.
- 4) Final construction documents shall consist of three (3) separate plan sets with three (3) bid books/contract documents to be delivered to the City of Murfreesboro.
- 5) The typical section for Cherry Lane as provided by the City of Murfreesboro based upon the following: an urban curb-and-gutter roadway section, consisting of five (5) - twelve-foot (12') travel lanes, having four-foot (4') bike lanes, two and one-half-foot (2.5') curb and gutter, two-foot (2') grass strip, and five-foot (5') sidewalks on each side. Minimum right-of-way width will be 100-foot. Typical sections for the interchange will follow TDOT standard drawings for one and two lane ramps.
- 6) Project length along Cherry Lane Phase 3 is approximately 11,900-ft (2.25 miles), from Broad Street to the intersection of Sulphur Springs Road. Limits of the proposed interchange along SR-840 shall not impact the existing Stones River bridge to the south, nor affect/impact the interchange at Sulphur Springs.



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[www.wiserco.com](http://www.wiserco.com)  
p. 615-896-7375  
f. 615-890-1479

- 7) Design speed along Cherry Lane shall be 55 mph with maximum side slope of 4:1. Design speed along SR-840 shall utilize 70 mph with a maximum side slope of 2:1.
- 8) Signal design to be developed to be compatible with existing City of Murfreesboro traffic system.
- 9) The Minimum longitudinal slope will be 0.50%.
- 10) Urban interchange design per TDOT and AASHTO design criteria.
- 11) Maximum superelevation rate of 4% for urban design shall be utilized along Cherry Lane.
- 12) TDOT standard box culverts or slab bridges will be used as required.

***Items that are not included within the scope of work and can be negotiated at a later date as additional services.***

- 1) Perform Land Acquisition Services in accordance with the Uniform Relocation Assistance Act of 1970 and the Local Government Guidelines, including appraisals, appraisal reviews, negotiations, and assistance with relocations with TDOT approved appraisers and reviews per TDOT guidelines.
- 2) Design or development of side roads or other secondary connections other than what is necessary to connect proposed improvements along Cherry Lane, Broad Street, SR-840, or Sulphur Springs Road back to existing conditions or provide stub-outs for future connections.
- 3) Roadway or pedestrian lighting.
- 4) Landscaping improvements.
- 5) Relocation of streams or creeks.
- 6) Plans for wetland mitigation.
- 7) Survey updates due to residential, commercial or industrial development.
- 8) More than four (4) public involvement meetings or presentations. See page 1, #2a.
- 9) Any changes to the horizontal and/or vertical alignment after comments have been received and addressed from the public design meeting. Assumes the public design meeting will be held after development of Preliminary plans, prior to commencement of ROW/Final plans development.
- 10) Additional environmental studies to identify wetlands, endangered species of flora or fauna, hazardous material or archeological sites outside the stated project limits.
- 11) Studies or design of more than one signalized intersection or performing additional traffic counts.
- 12) Design or development of a noise wall as a result of environmental studies.
- 13) Significant revisions or additional work due to the updating of TDOT Design Guidelines, specifications, permits, drainage manuals or erosion control manuals.
- 14) Construction Engineering Inspection (CEI) and related services in accordance with the TDOT Local Programs guidelines.



**Wiser Company, LLC**  
237 W. Northfield Boulevard, Suite 200  
Murfreesboro, Tennessee 37129

[www.wiserco.com](http://www.wiserco.com)  
p. 615-896-7375  
f. 615-890-1479

- 15) Expansion of City of Murfreesboro fiber optic network.
- 16) Structural design or inclusion of overhead sign structures along SR-840. (Since interchange ramps will be dropped prior to existing interchanges at Broad Street (US 41) and Sulphur Springs, only two (2) travel lanes each direction will exist along SR-840 and therefore not necessitate a need for overhead structures).
- 17) Labor and material necessary to advertise and/or bid the project more than once.
- 18) Interchange lighting design, including related geotechnical services.
- 19) Signal design and/or related analysis for the interchange ramps intersection at Cherry Lane.
- 20) Design and/or relocation of any utilities.

***The following will be provided or paid by the City of Murfreesboro***

- 1) City Mapping.
- 2) City Contours.
- 3) Any existing traffic data on Broad Street (US HWY 41).
- 4) All fees for permit applications.
- 5) All fees for advertisements.
- 6) Property access notification for Surveying and Geotechnical services.
- 7) Public meetings, meeting space, advertisement costs, and transcript and/or public comment recorder at public meetings.
- 8) City of Murfreesboro traffic signal specifications.

Considering the information presented herewith and in accordance with TDOT Local Government Guidelines for Local Programs projects, this proposal will be a Cost-Plus Not to Exceed contract in the amount of \$ 2,469,222.89. This fee includes all materials for reimbursable such as copies of plans for reviews and meetings. The Net Fee for this project has been established at 11%.

This fee proposal does not include the items within our scope defined under *"Items that will be negotiated at a later date."*



**CHERRY LANE EXTENSION - PHASE 3**  
**WISER - SUMMARY of COSTS and FEES**

Revised 1/28/13

Wiser Company, LLC  
 237 W. Northfield Blvd. Ste 200  
 Murfreesboro, Tennessee 37129  
 www.wiserco.com  
 p. 615-896-7375  
 f. 615-890-7016

PHASE	LABOR	OVERHEAD (158.51%)	NET FEE (11%)	EXPENSES	TOTAL
PE-NEPA	\$65,991.91	\$104,603.78	\$17,058.91	\$1,590.00	\$189,244.60
Survey	\$36,534.11	\$57,910.22	\$9,444.07		\$103,888.40
NEPA Document	\$29,457.80	\$46,693.56	\$7,614.84	\$1,590.00	\$85,356.20
PRELIMINARY	\$153,983.84	\$244,079.78	\$39,804.82	\$1,422.00	\$439,290.44
ROW/FINAL	\$227,798.08	\$361,082.74	\$58,885.80	\$1,884.00	\$649,650.62
BIDDING	\$36,208.32	\$57,393.81	\$9,359.85	\$1,284.00	\$104,245.98
	<b>\$483,982.15</b>	<b>\$767,160.11</b>	<b>\$125,109.38</b>	<b>\$6,180.00</b>	<b>\$1,382,431.64</b>



CHERRY LANE EXTENSION - PHASE 3

Wiser Company, LLC  
2000 Highway 200, Ste. 200  
Memphis, Tennessee 38119  
P: 901-586-7375  
www.wisercompany.com  
F: 901-586-7018

TASK DESCRIPTION	PE-NEPA	Resource						TASK HOURS				TOTAL HOURS			
		Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Design Engineer	CAD Technician I	CAD Technician II	Register Land Surveyor	Survey Crew Chief	Utility Coordinator	Admin. Support			
<b>1. SURVEY</b>															
a. Project Management & Coordination															
i. Project Kick-off		4	4	12	12				24			8		64	
ii. Weekly Site Visits (based on 16 wks survey time)				8					32					40	
iii. Project Management Meetings (assume 2x/month)				16					16			16		48	
iv. Meetings & Updates with City (assume 1 mtg/month)		4	8	8					8			8		36	
v. Miscellaneous Project Coordination & Administration		4	6	16	16				20			8		70	
b. Field Survey															
i. Project Control				2					8					10	
a. Establish for overall project				2					8					11	
b. Review & QA/QC of control			1	2					64					80	
ii. Weekly Data Process of Field Data				16					24					36	
iii. Final Data Consolidation				4	8				16					18	
iv. Additional Data Post				2					16					32	
v. Internal Review & QA/QC of Topo Data			4	6	6				16					64	
vi. Develop DTM				12	12				40						
c. Boundary Survey															
i. Review of Subconsultant Data				4	4				8					16	
ii. Process Parcels into Geopak				2	2				36					40	
iii. Review of Property Deeds, QA/QC of Property			2	4	8			40						94	
iv. Prepare Property Map				2	8			24	24					58	
v. QA/QC of Property exhibits & descriptions				8	16			60	60					144	
vi. Revisions & Coordination with City and ROW appraiser				4	16			20	40					80	
d. Post QA Meeting/Coordination															
i. with Subconsultants			4	8	8				8					28	
ii. With City			4	8	8				8					28	
e. Staking															
i. Coordinate Geotechnical Borings (1 line)				2	4			12	8					26	
ii. Coordinate Project Centerline (1 line)				2	4			12	8					26	
iii. Coordinate ROW/Easements (1 line)				2	4			12	8					26	
Estimated SURVEY Labor Hours		12	33	150	136	0	0	180	524	0	0	40		1075	
Direct Labor Rate / Class		\$ 60.00	\$ 57.55	\$ 50.48	\$ 42.79	\$ 26.62	\$ 28.12	\$ 33.27	\$ 25.83	\$ 20.00	\$ 33.00	\$ 25.00			
Direct Labor Cost / Class		\$ 720.00	\$ 1,899.15	\$ 7,572.00	\$ 5,819.44	\$ -	\$ -	\$ 5,988.60	\$ 13,534.92	\$ -	\$ -	\$ 1,000.00			
% of Total Hours		1%	3%	14%	13%	0%	0%	17%	49%	0%	0%	4%			
Total Direct Labor													\$ 36,534.11		
Overhead [158.51%]													\$ 57,910.22		
Net Fee [11%]													\$ 9,444.07		
Estimated Sub-Total													\$ 103,888.40		



# CHERRY LANE EXTENSION - PHASE 3

Wheel Company, LLC  
237 W. Holladay Blvd. Ste. 200  
Nashville, Tennessee 37129  
www.wheelco.com  
P: 615-855-7015  
F: 615-855-7016

TASK DESCRIPTION													TASK HOURS				TOTAL HOURS
PE-NEPA				Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Design Engineer	CAD Technician I	CAD Technician II	Register Land Surveyor	Survey Crew Chief	Utility Coordinator	Admin. Support			
2. NEPA DOCUMENT																	
a. Project Management & Coordination																	
i. Coordination with TDOT, FHWA, City of Murfreesboro																	
ii. Miscellaneous Project Management & Administration																	
iii. Project Kick-off																	
b. Preliminary Study & Alignment																	
i. Coordinate Purpose & Need Statement																	
ii. Early Public Involvement Meeting																	
1. Coordinate & Prepare Meeting Material																	
2. Attend Meeting																	
3. Summary of Meeting																	
iii. Traffic Analysis																	
1. Obtain counts & information																	
2. Coordinate with Subconsultants																	
3. Mfgs. & Coordinate results with TDOT (est. min. 3 mfgs.)																	
iv. Define Feasible Horizontal Alignment Alternatives																	
1. Present alternatives to City & refine																	
2. Coordination with TDOT & FHWA																	
3. Additional Public Involvement Meeting																	
a. Coordinate & Prepare Meeting Material																	
b. Attend Meeting																	
c. Summary of Meeting																	
v. NEPA Document Development																	
1. Assist team with development of draft report																	
2. QA/QC of draft report																	
vi. Coordinate/Submit draft document to TDOT																	
vii. NEPA Public Meeting																	
a. Coordinate & Prepare Meeting Material																	
b. Attend Meeting																	
c. Summary of Meeting																	
viii. Selection of Alignment																	
1. Coordination with City																	
2. Coordination with Subconsultant																	
Estimated NEPA DOCUMENT Total																	
Direct Labor Rate / Class																	
Direct Labor Cost /Class																	
% of Total Hours																	

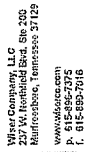


CHERRY LANE EXTENSION - PHASE 3

Wiser Company, LLC  
1000 West 10th Street, Suite 500  
Birmingham, Tennessee 37129  
www.wisercompany.com  
T 615-895-7252  
F 615-895-7016

TASK DESCRIPTION	TASK HOURS										TOTAL HOURS
	Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Design Engineer	CAD Technician I	CAD Technician II	Register Land Surveyor	Survey Crew Chief	Utility Coordinator	Admin. Support
PRELIMINARY DESIGN											
1. Project Management & Coordination											
1. Coordinate with Local Programs NTP for Design	16	16	40	40							112
1. Design Kick-off Meeting	4	8	16	16							52
ii. Miscellaneous Project Management, Administration, & Coordination with TDOT, City of Murfreesboro	40	80	100	80							360
2. Develop Preliminary Plans											
1. Line & Grade Plans											
a. Establish project alignments	4	20	60	60	20		140				304
b. Vertical	4	20	60	60	20		140				304
2. Develop plans											
a. Layout plan/profile sheets			40	60	40		100				240
b. Create title sheet				6			12				18
3. Coordinate with City											
a. Meet with City discuss alignments (est. min. 2 migs.)	2	6	20	20			40				88
b. Refinement of alignments	4	12	24	48	20		80				188
ii. Define Typical Sections											
iii. Develop Preliminary Cross Sections			8	12			24				44
iv. Establish Preliminary Right-of-Way		20	60	100	40		120				340
v. Coordinate preliminary bridge design with subconsultant		6	20	40			80				146
1. Coordinate Conditional Letter of Map Revision (CLOMR)		2	8	8							18
2. Coordinate with TDOT Structures and LP		4	12	12							28
vi. Preliminary Drainage											
1. Layout subsurface drainage along Cherry Lane		6	40	60			40				146
2. Determine cross-drain locations along Cherry Lane & proposed interchange			2	12			20				34
a. Cut cross-sections for proposed cross-drains			16	16			32				64
b. Coordinate cross-drain design with subconsultant		4	16	24			24				68
3. Coordinate box bridge design with subconsultant			16	24			24				40
4. Create culvert cross-section sheets			12	20			40				72
5. Draft subsurface drainage into profiles			8	10	12		40				70
vi. Hold Design Public Meeting for Preliminary Plans											
1. Prepare plans and material for meeting		4	20	24			40				88
2. Coordinate meeting with City and TDOT	12	12	20	20							64
3. Attend meeting		4		4							12
4. Prepare meeting minutes			6								18
vii. Finalize Preliminary Plans											
ix. Internal Q&A/C of Preliminary Plans	8	16	20	60	40		80				224
x. Develop preliminary cost estimate	24	24	24	24	20		40				96
xi. Submit Preliminary Plans to TDOT & City for Review	2	2	12	24							100
xii. Receive comments from TDOT LP and make corrections			8	8			8				24
xiii. Traffic Signal Design at Broad Street	4		40	60	20		80				204
1. Prepare signal warrant study											
a. Coordinate with City		4	8	8							20
b. Coordinate with TDOT		10	12	24							46
2. Review preliminary signal layout		12	24	24							60
Estimated Preliminary Design Total	124	292	776	1008	232		1180				3692 MANHOURS
Direct Labor Rate / Class	\$ 60.00	\$ 57.55	\$ 50.48	\$ 42.79	\$ 26.62	\$ 28.12	\$ 33.27	\$ 25.83	\$ 20.00	\$ 33.00	\$ 25.00
Direct Labor Cost / Class	\$ 7,440.00	\$ 16,804.60	\$ 39,172.48	\$ 43,132.32	\$ 6,175.84	\$ -	\$ 39,258.60	\$ -	\$ -	\$ -	\$ 2,000.00
% of Total Hours	3%	8%	21%	27%	6%	0%	32%	0%	0%	0%	2%
Summary											
Total Direct Labor											\$ 153,983.84
Overhead (158.51%)											\$ 244,079.78
Net Fee (11%)											\$ 39,804.82
Direct Costs											\$ 1,422.00
Estimated Sub-Total											\$ 439,290.44

Estimate of Direct Costs		Mileage	Hotel	Travel Per Diem	9.5"x11" copies	11"x17" copies	11"x17" color prints	22"x34" color plan sheets	Meeting Display
		\$ 0.47 / mile	\$ 71.00 / room	\$ 46.00 / day / person	\$ 0.12 / sheet	\$ 0.25 / sheet	\$ 1.25 / sheet	\$ 48.00 / each	\$ 480.00
		100 sheets @	100 sheets @	100 sheets @	500 sheets @	100 sheets @	10 sheets @	10 sheets @	
		\$ 46.00	\$ 7,100.00	\$ 4,600.00	\$ 12.50	\$ 25.00	\$ 12.50	\$ 480.00	
		\$ 4,600.00	\$ 7,100.00	\$ 4,600.00	\$ 12.50	\$ 25.00	\$ 12.50	\$ 480.00	



Estimate of Direct Costs		miles @	\$	0.67 / mile	\$
Mileage					
Hotel	room @	77.00 /	\$	77.00 /	\$
	Travel Day	46.00 /	\$	46.00 /	\$
	Per Diem	12.00 /	\$	12.00 /	\$
	sheet	0.15 /	\$	0.15 /	\$
	100 sheets @	15.00 /	\$	15.00 /	\$
	11 x 17" copies	0.25 /	\$	0.25 /	\$
	2100 sheets @	525.00 /	\$	525.00 /	\$
	22-234" x 40" plain sheets	1.92 /	\$	1.92 /	\$
	1000 sheets @	192.00 /	\$	192.00 /	\$
	10 sheets @	45.00 /	\$	45.00 /	\$
	200 sheets @	900.00 /	\$	900.00 /	\$
	100 sheets @	450.00 /	\$	450.00 /	\$





CHERRY LANE EXTENSION - PHASE 3

Wiser Company, LLC  
237 W. Northfield Blvd. Ste 200  
Bartlesville, Tennessee 37129  
www.wiserco.com  
P. 815-565-7275  
F. 815-565-7418

TASK DESCRIPTION		TASK HOURS											TOTAL HOURS
BIDDING		Task Hours											
Resource		Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Design Engineer	CAD Technician I	CAD Technician II	Register Land Survey	Survey Crew Chief	Utility Coordinator	Admin. Support	
	1. Prepare Specifications	8	16	40	60							40	140
	2. Prepare Contract Documents			40	16							40	120
	3. Prepare Copies & Material			16	16			80				40	152
	4. Misc. Coordination	8	40	40	40			40					168
	5. Issue & Coordinate Addendums			40	40							40	120
	6. Attend Bid Opening		4	4	4								12
	7. Review Bids	4	8	20	20								52
	8. Bid Meetings with TDOT, City		24	24	24							40	112
													876 MANHOURS
	Total Bidding	20	92	224	220	0	0	120	25.83	20.00	33.00	25.00	
	Direct Labor Rate / Class	\$ 60.00	\$ 57.55	\$ 50.48	\$ 42.79	\$ 26.62	\$ 28.12	\$ 33.27	\$ -	\$ -	\$ -	\$ 5,000.00	
	Direct Labor Cost / Class	\$ 1,200.00	\$ 5,294.60	\$ 11,307.52	\$ 9,413.80	\$ -	\$ -	\$ 3,992.40	\$ -	\$ -	\$ -	\$ -	
	% of Total Hours	2%	11%	25%	25%	0%	0%	14%	0%	0%	0%	23%	
													\$ 36,208.32
													\$ 57,393.81
													\$ 9,359.85
													\$ 1,284.00
													\$ 104,245.98
													Total Direct Labor
													Overhead (158.31%)
													Net Fee (11%)
													Direct Costs
													Estimated Sub-Total

Estimate of Direct Costs		miles @	room @	5.47 / mile	\$
Per diem				7.00 / room	\$
Travel				4.00 / day	\$
8.5"x11" copies	3000 sheets @			0.12 / sheet	\$ 360.00
11"x17" copies	1200 sheets @			0.25 / sheet	\$ 300.00
22"x34" B/W plan sheets	1200 sheets @			0.52 / sheet	\$ 624.00
22"x34" Color plan sheets	1200 sheets @			1.25 / sheet	\$ 1,500.00
Meeting Display	sheet @			48.00 / each	\$



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
FINANCE OFFICE**

**SUITE 800, JAMES K. POLK BUILDING  
37243-0349**

**NASHVILLE, TENNESSEE  
(615) 741-2261**

November 22, 2011

Wiser Company, LLC  
Attn: Mike Brandon, CFO  
237 West Northfield Blvd., Suite 200  
Murfreesboro, TN 37129

We have performed a review of the Indirect Cost Rate for Wiser Company, LLC for the year ended December 31, 2010. The examination was performed by the independent CPA firm of Dempsey, Vantrease, & Follis, PLLC. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31.

This is not a cognizant audit.

We accept the report prepared by the independent auditors identified above that supported the following rates. The rates below already include the FCCM as calculated by Dempsey, Vantrease, & Follis, PLLC:

	<b>Federally Funded</b>	<b>State Funded</b>
<b>Home Office</b>	158.51%	<b>155.42%</b>
<b>Field Office</b>		

**Note:** The Home Office rate will be capped at 145% for state funded contracts.

Richard Emerson, Fiscal Director

Tennessee Department of Transportation (TDOT)  
Phone 615 253 4273  
Fax 615 253 4274  
[Richard.Emerson@tn.gov](mailto:Richard.Emerson@tn.gov)

**Attachment A  
Cherry Lane Extension  
Florence & Hutcheson, Inc.  
Scope of Work**

**Project Description**

The City of Murfreesboro (Client) has retained the Prime Consultant, Wiser Company (Consultant), to perform professional design services for the extension of Cherry Lane from Northwest Broad Street (US 41/70) to Sulphur Springs Road, being approximately 2.25 miles in total length and including a new interchange location at SR 840. This is known as Phase III of the overall Cherry Lane Extension Project. Florence & Hutcheson Inc. (Subconsultant) has been retained by the Consultant to provide specific services for the project.

The roadway typical section for Cherry Lane will include 100' ROW width, encompassing 5 – 12' lanes (including a center turn lane), 4' bike lanes, 2.5' curb and gutters, 2' grass strips, and 5' sidewalks. The Subconsultant will manage environmental studies, NEPA Documentation, Hydraulic Studies, Structural Design, Signing Plans, and QA/QC support. Project features include a bridge crossing over the West Fork Stones River and the associated floodway/floodplain. At this time, it is anticipated to be approximately 1400' in length. The interchange will include a two span grade separation structure for Cherry Lane over SR 840 and require extension of a triple barrel 10x10 RCBC along with two proposed box culverts for ramp construction and an additional RCBC beneath the proposed Cherry Lane roadway at an unnamed tributary. It is also anticipated that a retaining wall will be needed to protect existing residences from construction of the SR 840 westbound off ramp.

The Cherry Lane Extension project and the proposed interchange are part of the City of Murfreesboro's update of the Major Thoroughfare Plan (MTP). The plan was adapted by the Planning Commission in May 2003 and ratified by the Murfreesboro City Council on June 19, 2003. Preparation of the MTP included public hearings and involvement from the local residents. The Cherry Lane Corridor and the proposed interchange at SR 840 are included in the Rutherford County Long Range Transportation Plan.

**Please note that the original RFP stated the project limits to be from NW Broad Street to approximately 1,700 feet east of the centerline of SR 840. The project limits were amended as described above at a meeting held between FHWA, TDOT, City of Murfreesboro, Wiser and F&H on 9/12/12.**

More specifically, the Subconsultant will provide the following scope of work.

## **Scope of Work**

The Subconsultant services will be performed as necessary in the following phases of project development: Survey, PE-NEPA, Preliminary, ROW/Final, and Bidding.

### **I. SURVEY PHASE**

- a. Project Management and Coordination – The Subconsultant will coordinate with the Consultant to provide information necessary for conducting field surveys for the project. This will include coordination for hydraulic studies and geotechnical investigations for structural foundations.

### **II. PE-NEPA PHASE**

The following describes the scope of work for the preparation of location and environmental impact studies to identify reasonable and feasible alternatives for evaluation in accordance with the National Environmental Policy Act of 1969 (NEPA). The Subconsultant will manage the detailed environmental studies and complete the document necessary to establish the route location for the future Cherry Lane Extension Corridor between NW Broad Street (SR-1) and existing Cherry Lane in Murfreesboro, which will include a new interchange with SR 840.

The NEPA study will consider a single basic segment of the Cherry Lane Extension Corridor from NW Broad Street (US 41/70) to Sulphur Springs Road, being approximately 2.25 miles in length. This is known as Phase III of the overall Cherry Lane Extension Project. Phase II and Phase I extend from Sulphur Springs Road east to US 231 and will not be included in the limits of this study. The limits of the corridor are extended for the NEPA Study in order to establish logical termini and independent utility. The study corridor width will be an assumed 1000'.

The scope of work is based on an anticipated Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) following FHWA and TDOT Policies and Procedures. It will be conducted to comply with the social, economic, and environmental requirements outlined in the FHWA Technical Advisory T6640.8A and 23 CFR Part 771 and the Tennessee Environmental Procedures Manual. It will address the cultural and ecological review requirements for approval of the NEPA Process for the project. The following components are expected for the completion of the PE-NEPA Phase:

- a. Project Management and Coordination
  - i. Coordination with TDOT, FHWA, and the Client including miscellaneous meetings.
  - ii. Coordination with the Consultant for project management and scheduling.
  - iii. Coordination with other subconsultants for technical studies.
  - iv. Project management and administration.
  - v. Prepare for and attend a NEPA Kickoff Meeting with the Client and Consultant.
- b. Preliminary Corridor Investigation
  - i. Purpose and Need Statement – The Subconsultant will prepare a Purpose and Need Statement based on Client expectations, project goals, and existing data

establishing the need for the project. Previous planning studies, zoning data, MPO plans, and other documents will be utilized to author the statement. The statement will be supported with available data from previous work. It will be accompanied by a location map of the corridor. The purpose and need statement will be submitted to the Client for review and approval before submission to TDOT. Following TDOT approval, the purpose and need statement will be submitted to FHWA for review. FHWA will determine the level of study and public involvement required for the project based on the stated purpose and need. At this time, it is anticipated to be an Environmental Assessment and Finding of No Significant Impact (EA/FONSI). However, this will not be known until this milestone is reached and FHWA makes the final determination. Following this determination, the project can proceed to TESA Concurrence Point 1.

- ii. Tennessee Environmental Streamline Agreement (TESA) Concurrence Point 1 (Purpose and Need and Study Area)
  - 1. Prepare documentation and distribute.
  - 2. Prepare meeting materials.
  - 3. Attend TESA meeting and summarize comments.
- iii. Assemble Base Mapping – Aerial mapping will be obtained from the Consultant or Client as appropriate. Base mapping files will be created in CAD utilizing the aerial photography and topography if available. USGS Quadrangles will also be referenced to the base mapping. GIS information will be obtained from the Client and referenced to show property lines, utilities, and other data layers as available. FEMA mapping will be scanned and digitized to show the limits of the floodplain and floodways.
- iv. Collect Available Environmental Data – Existing databases and mapping will be researched to identify known environmentally sensitive areas. The project will be reviewed in the field to identify visible features that may be considered as resources or hazards.
- v. Screen Data to Identify Opportunities and Constraints – All environmental data will be screened and information pertinent to the study will be included in the base mapping. This will include constraints such as historic properties, archaeological sites, and ecological resources. Zoning and land use data will be screened for potential constraints or opportunities that should be considered for alignment location.
- vi. Identify Preliminary Alternatives – Apparent feasible alternatives will be identified. At present, it is assumed that there will be two alternatives: a No Build Alternative and new location alternative. The location of the build alternative has already been initiated by an approved Interchange Justification Study (IJS). There may need to be additional build alternatives depending on the location of environmental constraints.

- vii. Prepare Estimates of Right-of-way and Construction Costs – Preliminary opinions of probable construction costs and right-of-way costs will be developed based on TDOT Planning Level methodology. These values will represent an order of magnitude for costs for the preliminary comparison of alternatives.
- viii. Scoping Meeting and Field Review with TESA agencies – Information will be packaged to introduce the project to TESA resource agencies and TDOT. These packages will be distributed to the agencies, the Client, and TDOT along with a request for each to attend a field review and scoping meeting for the project. The field review and meeting will be utilized to review the purpose and need, discuss the feasible alternatives, and obtain valuable initial feedback from agencies that will later provide further concurrence with the proposed plan.
- ix. Early Public Involvement – Following agency review and comment on feasible alternatives, information relating to the alternatives being considered will be presented at a public meeting. Meeting materials will be developed and submitted to the Client for review and comment. The Subconsultant will also prepare information necessary to advertise for the meeting. The Subconsultant will attend and facilitate the public meeting and record comments received from the public. A summary of comments received will be prepared along with documentation of the meeting proceedings.
- x. Define Alternatives – The location of the proposed build alternative has already been initiated by the approved Interchange Justification Study. This location may need to be modified based on the environmental data collected, TESA agency comments, and the Early Public Involvement
- xi. TESA Concurrence Point 2 (Project Alternatives)
  - 1. Prepare documentation and distribute.
  - 2. Prepare meeting materials.
  - 3. Attend TESA meeting and summarize comments.
- c. Evaluation of Alternatives
  - i. Traffic Analysis – The Subconsultant will obtain the traffic projections, analysis, and results from the Consultant. The Subconsultant will incorporate the analysis into the documentation for the comparison of alternatives. Initial Coordination with Federal, State, and Local Agencies.
  - ii. Prepare comparison matrix of alternatives.
  - iii. Initial Coordination with Federal, State, and Local Agencies – The Subconsultant will prepare coordination packages containing project summary, purpose and need statement, maps, conceptual plans, data summaries, comparison matrix, etc. This information will be distributed to various agencies with a request for questions and comments. The Subconsultant will respond to questions and record comments.
  - iv. Additional Public Involvement Meeting – The Subconsultant will prepare materials for presentation of the alternatives for study to the public. The

- Subconsultant will schedule the meeting, prepare public notice for the meeting, attend and facilitate the meeting, and summarize all comments received.
- v. Summary of Feasible Alternatives – The Subconsultant will summarize the potential social, economic, cultural, ecological and other environmental impacts of the feasible alternatives, as well as design and right-of-way requirements.
- d. Environmental Assessment Document
- i. Technical Studies – The Subconsultant will coordinate with the Consultant and other subconsultants for the preparation of technical studies, which will be prepared by the other subconsultants. The Subconsultant will define the scope of work for the technical studies, review the content of each study, and incorporate the findings into the EA.
    - 1. Traffic and Safety – Provided by the Consultant.
    - 2. Ecology/Wetlands – Provided by other subconsultant (see separate scope document).
    - 3. Floodway and Floodplains – Floodplain impacts will be estimated from a review of available mapping and preliminary analysis if needed.
    - 4. Hazardous Materials – Provided by other subconsultant (see separate scope document).
    - 5. Noise and Air Quality – Provided by other subconsultant (see separate scope document).
    - 6. Environmental Justice – Requirements for Executive Order 12898 will be satisfied.
    - 7. Soils and Geology - by other subconsultant (see separate scope document).
    - 8. Land Use – A land use analysis will be conducted to determine the impact of the project on land use plans, zoning, and the urban growth boundary.
    - 9. Section 6F/Community Impacts – An impact assessment for parks and recreational features will be incorporated into the study.
    - 10. Section 4F/Historic - by other subconsultant (see separate scope document).
    - 11. Indirect and Cumulative Impacts – An analysis of indirect and cumulative impacts will be conducted based on: *Questions and Answers Regarding Indirect and Cumulative Consideration in the NEPA Process* (FHWA 2003); *Secondary and Cumulative Impact Assessment in Highway Development Process* (FHWA 1992); and *Considering Cumulative Effects under NEPA* (Council on Environmental Quality 1997).
    - 12. Construction Related – Construction related effects of the project will be researched and incorporated into the document. These include Maintenance of traffic during construction, employment benefits, waste

- disposal, dust control, utility relocations, discovery of unknown archaeological sites, erosion control, air quality, and noise.
- ii. Conceptual Stage Relocation Plan – Right-of-way cost estimates will be developed using appraised values of comparable properties and relocation assistance costs through field work and coordination with TDOT. A determination of available replacement housing will also be made.
  - iii. Estimate of Right-of-way and Construction Costs and Impacts – An opinion of probable construction costs will be developed for the current alternatives. This will include the results of the Conceptual Stage Relocation Plan.
  - iv. Update Comparison Matrix – A table will be created to compare the alternatives with values for each type of impact and cost.
  - v. Prepare Preliminary Draft Environmental Assessment – The Draft EA document will be prepared, submitted to the Client for review, revised according to Client comments, and submitted to TDOT for review and approval. Respond to TDOT comments.
  - vi. TESA Concurrence Point 3 (Preliminary Draft EA)
    - 1. Prepare documentation and distribute.
    - 2. Prepare meeting materials.
    - 3. Attend TESA meeting and summarize comments.
  - vii. Revise Document and Submit to TDOT and FHWA for Approval.
  - viii. Address Comments and Resubmit, if required.
  - ix. Public Notification for Public Meeting – The Subconsultant will prepare a Public Notice for use by the Client in advertising for the Public Meeting. The notice will be in accordance with TDOT Policy and Procedure.
  - x. Prepare Materials for NEPA Public Meeting – The Subconsultant will prepare displays on aerial mapping, project summary handouts, and a powerpoint presentation slide show of the project. These materials will describe the project's purpose and need, planned improvements, and anticipated impacts.
  - xi. Pre-Meeting Session with Client and Consultant – A pre-meeting session will be held to discuss the information to be presented at the Public Meeting. The Subconsultant will provide the materials for review and document all comments received. Any revisions to materials that are identified at this session will be made prior to the public meeting.
  - xii. Hold NEPA Public Meeting and Summarize Meeting Comments – The Subconsultant will attend and facilitate the public meeting, present project materials to the public, and summarize all comments received at the meeting and dispositions to each.
  - xiii. Prepare Recommended Alternative Package and Distribute to Client and TDOT for Concurrence – The Subconsultant will prepare a report summarizing the public and agency comments and recommend a preferred alternative that best meets the purpose and need of the project, addresses comments received, and



minimizes impacts. Following approval by the City, the report will be submitted to TDOT, FHWA, and the interagency team for TESA Concurrence Point 4.

- xiv. TESA Concurrence Point 4 (Preferred Alternative and Preliminary Mitigation)
  - 1. Prepare meeting materials.
  - 2. Attend TESA meeting and summarize comments.
- e. Finding of No Significant Impact
  - i. Review and make any necessary revisions from comments received from Concurrence Point 4.
  - ii. Document all Mitigation and Environmental Commitments.
  - iii. Prepare FONSI Document and Submit to Client and TDOT for Review.
  - iv. Revise FONSI for Client Comments and Submit to TDOT, FHWA, and TESA Agencies for Final Review.
  - v. Summarize comments received and finalize FONSI Document and Prepare Executive Summary.
  - vi. Print and distribute final document.

### **III. PRELIMINARY PHASE**

- a. Project Management and Coordination – The Subconsultant will provide coordination and communication with the Client, TDOT, and other governing agencies as necessary for development of the Subconsultants Scope of Work.
- b. Hydraulic Analysis and Design – The Subconsultant will provide hydraulic analysis and design for the proposed crossing of the West Fork Stones River and an extension of the triple 10x10 RCBC beneath SR 840 at an unnamed tributary to the West Fork Stones River. Two additional RCBC structures will be required at the unnamed tributary for proposed ramp construction. An additional new RCBC will be required at the same unnamed tributary under the proposed roadway. All analysis and design will be performed in accordance with TDOT's Design Procedures for Hydraulic Structures and Structures Memorandums (SMO) and FEMA Guidelines and Standards.
  - i. West Fork Stones River Hydraulics Study – The Subconsultant will perform engineering services to determine the impact of the proposed improvements on the floodplain and floodway in order to meet the requirements of FEMA, TDOT, and other governing agencies. More specifically, the Subconsultant will:
    - 1. Provide project management and coordination with the Consultant and other Subconsultants for survey data and roadway design information.
    - 2. Request the Effective hydraulic model and any additional data available from FEMA for West Fork Stones River. Data received will be assimilated with a review of available mapping and survey topography.
    - 3. Review the crossing location in the field including the backwater and downstream conditions and Manning's values.

4. Compare FEMA flows to flows calculated based on USGS gage data, review of FIS report, and review of other available hydrologic data.
  5. Convert FEMA Effective model to the latest version of HEC-RAS to create the Duplicate Effective HEC-RAS model and compare results to the Effective FIS data.
  6. Develop Corrected Effective HEC-RAS model as needed.
  7. Develop Existing Conditions HEC-RAS model.
  8. Proposed Conditions HEC-RAS model.
  9. Provide hydraulic analysis results to the Consultant and coordinate bridge geometric opening design iterations with structural engineers.
  10. Prepare final Proposed Conditions HEC-RAS model of the selected design option.
  11. Perform scour analysis of selected design.
  12. Prepare the necessary documentation and required FEMA MT-2 forms for a Conditional Letter of Map Revision (CLOMR) request.
  13. Submit CLOMR request and supporting hydraulic analysis report to Consultant and address Client comments.
  14. Submit CLOMR request to FEMA and address FEMA comments.
  15. Prepare final hydraulic study documentation and submit to the Consultant. Respond to requests for additional information by the Client.
- ii. Unnamed Tributary to West Fork Stones River— The Subconsultant will perform engineering services to determine the impact of the proposed extension of the existing RCBC and the proposed three new RCBCs to determine their impact on the design flood elevations and FEMA floodplain. More specifically, the Subconsultant will:
1. Provide project management and coordination with the Consultant and other Subconsultants for survey data and roadway design information.
  2. Request existing design information from TDOT and review with available mapping and survey topography.
  3. Review the crossing location in the field including the backwater and downstream conditions and Manning's values.
  4. Perform existing conditions hydrologic analysis and peak flow calculations using TDOT Drainage Manual standards.
  5. Develop Existing Conditions HEC-RAS model (based on previous models, if available).
  6. Coordinate with Consultant for proposed roadway improvements and create Conditions HEC-RAS model.
  7. Provide analysis results to the Consultant and coordinate culvert shape/size design iterations for improved performance, if necessary.

8. Prepare final Proposed Conditions HEC-RAS model of the selected design option.
  9. Perform energy dissipation analysis for the selected option.
  10. Prepare the necessary documentation and required FEMA MT-2 forms for a Conditional Letter of Map Revision (CLOMR) request.
  11. Submit CLOMR request and supporting hydraulic analysis report to Consultant and address Client comments.
  12. Submit CLOMR request to FEMA and address FEMA comments.
  13. Prepare final hydraulic study documentation and submit to the Consultant. Respond to requests for additional information by the Client.
- c. Preliminary Structural Design – The Subconsultant will provide preliminary bridge design and layout for the Cherry Lane Bridge over SR 840 and the Cherry Lane Bridge over the Stones River and Floodplain. Structural design of bridges will be in accordance with AASHTO LRFD Bridge Design Specifications, TDOT Standard Specifications, and the Tennessee Structures Memorandum (SMO).
- i. Cherry Lane over SR 840 – The Subconsultant will provide preliminary structural design of a grade separation bridge for Cherry Lane over SR 840. The bridge superstructure is assumed to be a two span precast-prestressed concrete beam bridge with cast in place deck. Substructures are assumed to be hammerhead concrete bents on spread footings/pile footings with typical TDOT integral stub abutments. The bridge alignment will be tangent with an approximate skew (8 to 9 degrees) to a line normal to SR 840. The bridge typical section will accommodate the aforementioned roadway typical section including traffic lanes, bike lanes, and sidewalks. This will more specifically include:
    1. Coordination and communication with the Consultant and other Subconsultants as necessary.
    2. Economic analysis to determine the most feasible superstructure and substructure types and configuration.
    3. Preliminary conceptual bridge drawings for roadway and geotechnical coordination.
    4. Preliminary bridge geometry, design, and plans for review and approval.
    5. Coordination with Geotechnical Subconsultant (request for borings).
  - ii. Cherry Lane over West Fork Stones River and Floodplain – The Subconsultant will provide preliminary structural design of a bridge at the proposed crossing of Cherry Lane over the West Fork Stones River. It is assumed that the bridge superstructure will be a multi-span (approx. 11 equal spans) precast-prestressed concrete beam bridge with cast in place deck. Substructures are assumed to be multi-post concrete bents on spread footings or pile footings with typical TDOT stub type abutments and strip seal expansion joints. Based on the approved Interchange Justification Study (IJS), the bridge alignment will be within a 3

degree (+/-) horizontal curve. The bridge typical section will accommodate the aforementioned roadway typical section including traffic lanes, bike lanes, and sidewalks along with superelevation and transitions. This will more specifically include:

1. Coordination and communication with the Consultant and other Subconsultants as necessary.
  2. Economic analysis to determine the most feasible superstructure and substructure types and configuration.
  3. Preliminary conceptual bridge drawings for roadway, geotechnical, and hydraulics coordination.
  4. Preliminary bridge geometry, design, and plans for review and approval.
  5. Coordination with Geotechnical Subconsultant (request for borings).
- d. QA/QC – The Subconsultant will provide quality assurance and quality control review for project deliverables at specific milestones during the project. These services are in addition to QA/QC of all services by the Subconsultant, which is included in the various scope items herein. This will be in a support role to the Consultant's services and services provided by other subconsultants. The following tasks are anticipated for this scope of work.
- i. Serve on the QA/QC Team for the project. This will include attending periodic meetings (assume 2 during the Preliminary Phase) to discuss and plan quality assurance and control. The Subconsultant will be available to discuss project design issues as needed by the Consultant and Client.
  - ii. QA/QC Review of Preliminary Roadway Plans.

#### **IV. ROW/FINAL PHASE**

- a. Final Bridge Design and Plans - The Subconsultant will provide final bridge design, details, and plans for the approved preliminary designs for the Cherry Lane Bridge over SR 840 and the Cherry Lane Bridge over the Stones River and Floodplain. Structural design of bridges and all deliverables will be in accordance with AASHTO LRFD Bridge Design Specifications, TDOT Standard Specifications, and the Tennessee Structures Memorandum (SMO).
  - i. Cherry Lane Bridge over SR 840
    1. Coordination and communication with the Consultant and other Subconsultants as necessary.
    2. Final structural design.
    3. Design of deck and end bridge drainage.
    4. Develop bridge construction plan sheets necessary to describe the work including details and quantities. All plans and details will be in Microstation format and in accordance with TDOT policy.

5. Submit plans for Client and TDOT Review. Address comments and submit final sealed plans.
6. Review of shop drawings during the construction phase.
- ii. Cherry Lane Bridge over the West Fork Stones River and Floodplain
  1. Coordination and communication with the Consultant and other Subconsultants as necessary.
  2. Final structural design.
  3. Design foundations for scour analysis results.
  4. Design of deck and end bridge drainage.
  5. Develop bridge construction plan sheets necessary to describe the work including details and quantities. All plans and details will be in Microstation format and in accordance with TDOT policy.
  6. Submit plans for Client and TDOT Review. Address comments and submit final sealed plans.
  7. Review of shop drawings during the construction phase.
- iii. The Subconsultant will prepare for and attend the Construction Field Inspection.
- b. Signing Plans and Details
  - i. Project Management and Coordination with TDOT, the Consultant, and the Client as necessary for review and approval of proposed signing and plans.
  - ii. Existing Signing Inventory - The Subconsultant shall conduct an inventory of all of the existing SR 840 signs pertinent to the proposed interchange signing. This inventory will include overhead sign structures and ground mounted signs. The existing signs will be shown on the Signing and Permanent Pavement Marking sheets.
  - iii. Proposed Signing Plans - The Subconsultant shall prepare Proposed Signing Plans and details.
  - iv. Preparation Of Sign Schedule - The Subconsultant shall prepare Sign Schedule sheets that detail the proposed signs (face, copy, shields, and arrows) and includes information for footings and supports.
  - v. Structural Design Of Sign Supports - The Subconsultant shall perform structural design calculations in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals for ground mounted signs only.
  - vi. Estimated Quantities, General Notes, and Standard Drawings - The Subconsultant shall supply all of the Estimated Quantities, General Notes, and Standard Drawings. These will be provided to the Consultant for their use in preparing construction plans and specifications.
  - vii. Plot and submit plans for TDOT review and approval.
  - viii. Revise per TDOT comments and submit final plans.

- c. Retaining Wall Details – It is anticipated that one retaining wall will be required along the Westbound SR 840 Off-Ramp adjacent to the existing residences. It is assumed to be approximately 300' in length and a variable height.
  - i. Prepare retaining wall concept drawings.
  - ii. Coordinate with geotechnical subconsultant for soil boring data and foundation recommendations. Include approved foundation information on drawings.
  - iii. Provide structural notes and wall specifications and quantities.
- d. QA/QC – The Subconsultant will provide quality assurance and quality control review for project deliverables at specific milestones during the project. These services are in addition to QA/QC of all services by the Subconsultant, which is included in the various scope items herein. This will be in a support role to the Consultant's services and services provided by other subconsultants. The following tasks are anticipated for this scope of work.
  - i. Serve on the QA/QC Team for the project. This will include attending periodic meetings (assume 2 during the ROW/Final Phase) to discuss and plan quality assurance and control. The Subconsultant will be available to discuss project design issues as needed by the Consultant and Client.
  - ii. QA/QC Review of Roadway ROW Plans for Field Inspection.
  - iii. QA/QC Review of Roadway Plans for Construction Field Inspection. This item will include additional review for constructability by senior construction engineering staff.

**V. BIDDING PHASE**

- a. The Subconsultant will assist the Consultant in preparing specifications for the purpose of preparing a bid book involving the bridge design and any box culvert design, outside of normal TDOT specifications or special provisions.
- b. The Subconsultant will assist the Consultant in responding to questions from the Client or Contractor.
- c. The Subconsultant will assist the Consultant by attending a Pre-Proposal meeting.

**VI. INFORMATION PROVIDED BY OTHERS**

- a. The Consultant will provide the roadway typical section, horizontal alignment, and profile grade for use by the Subconsultant.
- b. Technical studies needed for preparing NEPA documentation include ecology, wetland delineation, archaeology, cultural resources, hazardous materials, air quality, and noise quality. The Subconsultant will provide oversight and management of the studies provided by others who are second tier subconsultants under a separate subconsultant contract(s) for the PE-NEPA Phase of the project.

- c. The Consultant will assist the Subconsultant as needed with public involvement meetings and associated tasks.
- d. Client to provide location(s) suitable to hold public involvement meetings; court reporter for receiving public comments; and advertisement and public notice of public involvement meetings. The Subconsultant will provide the information necessary for use by the Client or Consultant in making notifications.
- e. Proposed roadway cross sections in Geopak format necessary for development of hydraulic models.
- f. Traffic projections and analysis.
- g. Roadway drainage design. Except for those locations included in the Subconsultant's scope of work above, all other drainage design, details and plans will be provided by the Consultant.
- h. Construction Bid Documents and Specifications.
- i. Survey mapping in Microstation format and digital terrain model in Geopak format to TDOT CAD Standards and Level Structure.
- j. Supplemental floodplain surveys in Geopak format for hydraulic studies.
- k. Geotechnical boring logs and data. Foundation recommendations for bridge substructure elements. Geotechnical information needed for scour calculations. Geotechnical data in Microstation format for bridge foundation data drawings and retaining wall drawings.
- l. Pavement marking plans and details.
- m. Traffic signal design and plans.
- n. Permitting and Permitting Fees.
- o. FEMA review fees.

**VII. EXCLUDED SERVICES** – The following services are specifically excluded from the Subconsultant's Scope of Work. These services can be added, if determined needed, as additional services in accordance with the terms of the agreement.

- a. Specialized public involvement measures such as a CSS/CSD process, web site development and management, or periodic publications. The Subconsultant's scope of services includes preparation, facilitation, and documentation of public meetings as scoped above only.
- b. Additional services necessary to develop an Environmental Impact Statement (EIS) and Record of Decision (ROD).
- c. FEMA Letter of Map Revision (LOMR) services. Future conditions flow development. Property owner notifications or drainage easements if required for CLOMR.
- d. Structural Design of Overhead Sign Structures and foundations. These details are provided by TDOT Standard Drawings.

- e. Design or plan details for overhead and ground mounted signs that are part of TDOT's Intelligent Transportation System, such as variable messages sign and highway advisory radio signs, if needed.
- f. Overhead sign structures are not anticipated to be needed and their design services are not included in this scope of work.
- g. Noise barrier design and details. Noise barriers are not anticipated. If they are determined necessary, the Subconsultant will provide structural design and detailing for the noise barriers as additional services under the terms of the agreement.
- h. Safety Analysis – Since the project is a new facility on new location, a safety study is not anticipated for the development of the Environmental Assessment. If determined needed, the Consultant will prepare the safety study in conjunction with the traffic projections and analysis.
- i. Steel Plate Girder Superstructures – This type of bridge superstructure is not anticipated at this time. If it is determined to be a feasible solution during the preliminary phase the Subconsultant will provide the additional work required for this type of superstructure as additional services under the terms of the agreement.



Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
Murfreesboro, TN

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersection  
CONSULTANT: Florence & Hutcheson, Inc.  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012

Project No.: NA

**SUMMARY OF COSTS AND FEES**

PHASE	LABOR	OVERHEAD	FEE (11%)	DIRECT EXPENSES	TOTAL
SURVEY <sup>1</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
PE-NEPA	\$ 53,941.42	\$ 82,767.71	\$ 13,943.86	\$ 2,193.52	\$ 152,846.51
PRELIMINARY	\$ 44,901.78	\$ 68,897.29	\$ 11,607.11	\$ 708.48	\$ 126,114.66
Hydraulic Analysis	\$ 24,539.22	\$ 37,652.98	\$ 6,343.39	\$ 696.00	\$ 69,231.59
Preliminary Bridge Design	\$ 17,635.68	\$ 27,080.19	\$ 4,558.82	\$ 12.48	\$ 49,267.17
QA/QC	\$ 2,726.88	\$ 4,184.12	\$ 704.90	\$ -	\$ 7,615.90
ROW/FINAL	\$ 89,593.27	\$ 137,471.91	\$ 23,159.87	\$ 1,240.20	\$ 251,465.25
Final Bridge Plans	\$ 73,127.45	\$ 112,206.76	\$ 18,903.45	\$ 1,076.40	\$ 205,314.06
Signing Plans	\$ 11,180.30	\$ 17,155.05	\$ 2,890.11	\$ 163.80	\$ 31,389.26
QA/QC	\$ 5,285.52	\$ 8,110.10	\$ 1,366.31	\$ -	\$ 14,761.93
BIDDING	\$ 4,924.48	\$ 7,556.12	\$ 1,272.98	\$ -	\$ 13,753.58
	\$ 193,360.95	\$ 296,693.03	\$ 49,983.82	\$ 4,142.20	\$ 544,180.00

1 Should a Categorical Exclusion be developed in lieu of an EA and FONSI, the fee for the SURVEY phase can be reduced from \$152,846.51 to \$117,962.71.

Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
Murfreesboro, TN

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersection  
CONSULTANT: Florence & Hutcheson, Inc.  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012  
Project No.: NA

PHASE: PE-NEPA

SCOPE: NEPA STUDY AND DOCUMENTATION

Task Description	Hours per personnel class							TOTALS
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical	
<b>I.a. Project Management and Coordination</b>								
i. Coordination with TDOT, FHWA, and the Client	24	24	8					56
ii. Coordination with the Consultant	8	8	4					20
iii. Coordination with other subconsultants for technical studies	8	24	24					56
iv. Project management and administration	36						8	44
v. Prepare for/Attend NEPA Kickoff Meeting	4	4	4					12
<b>II.b Preliminary Corridor Investigation</b>								
i. Purpose and Need Statement	2	16	8					26
ii. TESA Concurrence Point 1								
1. Prepare Documentation and Distribute		8	8				4	20
2. Prepare Meeting Materials		4	8		8			20
3. Attend TESA Meeting and Summarize Comments	4	8						12
iii. Assemble Base Mapping					8	8		16
iv. Collect Available Environmental Data and Screen		8	16					24
v. Identify Opportunities and Constraints		4	4					8
vi. Identify Preliminary Alternatives	2	8	8					18
vii. Prepare Estimates of Conceptual ROW and Const. Costs			4	8	8			20
viii. Scoping Meeting and Field Review with TESA Agencies (including prep and travel)	4	8	8		8	8	4	40
ix. Early Public Involvement Meeting (including prep and travel)	4	8	8		8	8	4	40
x. Define Alternatives		4	4	4	4			16
xi. TESA Concurrence Point 2								
1. Prepare Documentation and Distribute		8	8		8		4	28
2. Prepare Meeting Materials		4	4		4			12
3. Attend TESA Meeting and Summarize Comments	4	8						12
<b>II.c Evaluation of Alternatives</b>								
i. Traffic Analysis		2	4	4				By Others 10
ii. Alternative Comparison Matrix								
iii. Initial Coordination with Federal, State, and Local Agencies	4	16	8	8	8	8	4	56
iv. Additional Public Involvement Meeting	4	16	8	8	8			44
v. Selection of Feasible Alternatives to be Evaluated in the EA	2	8	8					18
<b>II.d Environmental Assessment Document</b>								
<b>i. Technical Studies</b>								
1. Traffic and Safety								By Others
2. Ecology/Wetlands			4	8				By Others 12
3. Floodway and Floodplains								By Others
4. Hazardous Materials								By Others
5. Noise and Air Quality								By Others 4
6. Environmental Justice	4							By Others
7. Soils and Geology								4
8. Land Use		4						By Others
9. Section 8(f)/Community Impacts		4						4
10. Sections 4(f) & 106/Historic								By Others
11. Indirect and Cumulative Impacts		4						4
12. Constructability			4					4
ii. Conceptual Stage Relocation Plan				16				16
iii. Estimate of ROW and Const. Costs and Impacts		4	4	8				16
iv. Comparison Matrix		2	4	4				10
v. Prepare Preliminary Draft EA Document	2	40	40	20	20	20	20	162
vi. TESA Concurrence Point 3								
1. Prepare Documentation and Distribute		4					4	8
2. Prepare Meeting Materials		4			8	8	8	28
3. Attend TESA Meeting and Summarize Comments	4	8						12
vii. Revise Document and Submit to TDOT and FHWA	2	8	8	4	4	4	4	34
viii. Address Comments and Resubmit, if nec.		2			2	2	2	8
ix. Public Notification for Meeting		4					4	8
x. Prepare Materials for NEPA Public Meeting		4	4	8	8	8	8	40
xi. Pre-Meeting Session with Client and Consultant (including prep, travel, documentation, and revisions to materials)	4	8	4		4	4	4	28
xii. NEPA Public Meeting & Summarize	4	8						12
xiii. Recommended Alternative Report		8				4	4	16
xiv. TESA Concurrence Point 4								0
1. Prepare Meeting Materials		4			8	8	8	28
2. Attend TESA Meeting and Summarize Comments	4	8						12
<b>II.e Finding of No Significant Impact</b>								
i. Revise per CP4 Comments		4	8	8	8	8		36
ii. Document Mitigation and Env. Commitments		4					4	8
iii. Prepare FONSI and Submit for Review	2	16	8		8	8	8	50
iv. Revise FONSI for Comments		2	4		4	4	4	18
v. Finalize FONSI & Write Executive Summary	2	16	8				8	34
vi. Prepare and Distribute Final Documents		8			8		16	32
<b>Total Hours from Estimate</b>								
	134	380	256	108	154	110	134	1276
Direct Labor Rate / Class	\$ 61.63	\$ 49.14	\$ 51.99	\$ 37.97	\$ 27.67	\$ 24.74	\$ 19.53	
Direct Labor Cost / Class	\$ 8,258.42	\$ 18,673.20	\$ 13,309.44	\$ 4,100.76	\$ 4,261.18	\$ 2,721.40	\$ 2,617.02	
Percentage of Total Manhours	10.50%	29.78%	20.06%	8.46%	12.07%	8.62%	10.50%	
								Total Direct Labor \$ 53,941.42
								Overhead (153.44%) \$ 82,767.71
								Fee (11%) \$ 13,943.86
								<b>Total Labor Charges \$ 150,652.99</b>

**DIRECT COST ESTIMATES**

Mileage	miles @	\$	0.47 / mile =	\$ -
Hotel	Rooms @	\$	77.00 / room =	\$ -
Travel Day Per Diem	Travel Days	\$	34.50 / day/person =	\$ -
Non-Travel Day Per Diem	Travel Days	\$	46.00 / day/person =	\$ -
Printing Report	7619 sheets @	\$	0.12 / sheet =	\$ 914.28
Printing Functional Plans	1537 sheets @	\$	0.52 / sheet =	\$ 799.24
Large Format Color Hearing Maps	10 maps @	\$	48.00 / map =	\$ 480.00

Total Direct Expenses	\$	2,193.52
Estimate of Costs and Fees for NEPA STUDY AND DOCUMENTATION	\$	152,846.51

**Subconsultant Fee Proposal  
CHERRY LANE EXTENSION  
Murfreesboro, TN**

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersector  
CONSULTANT: Florence & Hutcheson, Inc.  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012  
Project No.: NA

PHASE: PRELIMINARY  
SCOPE: HYDRAULIC ANALYSIS

Task Description	Hours per personnel class								TOTALS
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical		
III.b. Hydraulic Analysis and Design									
i. West Fork Stones River									
1. Project management & coordination			16						16
2. FEMA data request				4					4
3. Field review/stream walk			12	12					24
4. Flow comparison	1		2	4					7
5. Duplicate Effective Mode			2	4					6
6. Corrective Effective Mode			2	4					6
7. Existing Conditions Mode	1		4	16					21
8. Proposed Conditions Mode	1		4	16					21
9. Iterations	2		8	24					34
10. Final Proposed Mode	1		2	4					7
11. Scour Analysis	1		2	4					7
12. FEMA MT-2 forms & reporting	1		4	24	8		2		39
13. Client Comments	2		8	24	4		2		40
14. FEMA Approval	2		8	32	4		2		48
15. Final reporting			2	4	2		2		10
ii. Unnamed Trib to West Fork Stones Rive									
1. Project management & coordination			16						16
2. TDOT data request				4					4
3. Field review/stream walk			12	12					24
4. Hydrology/calculate flows	2		4		24				30
5. Existing Conditions Mode	2		4	24					30
6. Proposed Conditions Mode	1		4	16					21
7. Iterations	2		8	16					26
8. Final Proposed Mode	1		2	4					7
9. Energy Dissipator	1		4	8					13
10. FEMA MT-2 forms & reporting	1		4	24	8		2		39
11. Client Comments	2		8	24	4		2		40
12. FEMA Approval	2		8	32	4		2		48
13. Final reporting			2	4	2		2		10
									0
									0
									0
Total Hours from Estimate	26		152	344	60		16		598
Direct Labor Rate / Class	\$ 61.63		\$ 51.99	\$ 37.97	\$ 27.67		\$ 19.53		
Direct Labor Cost / Class	\$ 1,602.38		\$ 7,902.48	\$ 13,061.68	\$ 1,660.20		\$ 312.48		
Percentage of Total Manhours	4.35%		25.42%	57.53%	10.03%		2.68%		
Total Direct Labor									\$ 24,539.22
Overhead (153.44%)									\$ 37,652.98
Fee (11%)									\$ 6,343.39
Total Labor Charges									\$ 68,535.59

<b>DIRECT COST ESTIMATES</b>				
Mileage	400 miles @	\$ 0.47 / mile =	\$ 188.00	
Hotel	2 Rooms @	\$ 77.00 /room =	\$ 154.00	
Travel Day Per Diem	4 Travel Days	\$ 34.50 /day/person	\$ 138.00	
Non - Travel Day Per Diem	Travel Days	\$ 46.00 /day/person	\$ -	
Printing Report	1800 sheets @	\$ 0.12 /sheet =	\$ 216.00	
Printing Functional Plans	sheets @	\$ 0.52 /sheet =	\$ -	
<b>Total Direct Expenses</b>				<b>\$ 696.00</b>
<b>Estimate of Costs and Fees for HYDRAULIC ANALYSIS</b>				<b>\$ 69,231.59</b>

**Subconsultant Fee Proposal**  
**CHERRY LANE EXTENSION**  
**Murfreesboro, TN**

COUNTY: Rutherford  
 TERMINI: Sulphur Springs Road Intersection  
 CONSULTANT: Florence & Hutcheson, Inc.  
 SCOPE: (See attached)  
 PIN: NA

ROUTE: Cherry Lane  
 LENGTH: 2.25 miles  
 Date of Estimate: 11/30/2012  
 Project No.: NA

**PHASE: PRELIMINARY**

**SCOPE: PRELIMINARY BRIDGE**

Task Description	Hours per personnel class								TOTALS
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical		
III.c. Preliminary Structural Design									
i. Cherry Lane over SR 84C									
1. Project Management and coordination and communication with the Consultant and other Subconsultants as necessary.	4		8						12
2. Economic analysis to determine the most feasible superstructure and substructure types and configuration.			8	8					16
3. Preliminary conceptual bridge drawings for roadway and geotechnical coordination.			16	8					24
4. Preliminary bridge geometry, design, and plans for review and approval.			36	60					96
5. Coordination with Geotechnical Subconsultant and incorporation of data.	2		4	8					14
ii. Cherry Lane over West Fork Stones River and Floodplain									
1. Project Management and coordination and communication with the Consultant and other Subconsultants as necessary.	4		16						20
2. Economic analysis to determine the most feasible superstructure and substructure types and configuration.			16	16					32
3. Preliminary conceptual bridge drawings for roadway, geotechnical, and hydraulics coordination.			24	8					32
4. Preliminary bridge geometry, design, and plans for review and approval.			40	80					120
5. Coordination with Geotechnical Subconsultant and incorporation of data.	2		8	16					26
Total Hours from Estimate	12		176	204					392
Direct Labor Rate / Class	\$ 61.63		\$ 51.99	\$ 37.97					
Direct Labor Cost / Class	\$ 739.56		\$ 9,150.24	\$ 7,745.88					
Percentage of Total Manhours	3.06%		44.90%	52.04%					100.00%
Total Direct Labor									\$ 17,635.68
Overhead (153.44%)									\$ 27,060.19
Fee (11%)									\$ 4,558.82
Total Labor Charges									\$ 49,254.69

**DIRECT COST ESTIMATES**

Mileage	miles @	\$ 0.47 / mile =	\$ -
Hotel	Rooms @	\$ 77.00 / room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50 / day/person	\$ -
Non - Travel Day Per Diem	Travel Days	\$ 46.00 / day/person	\$ -
Printing Report	sheets @	\$ 0.12 / sheet =	\$ -
Printing Functional Plans	24 sheets @	\$ 0.52 / sheet =	\$ 12.48

**Total Direct Expenses \$ 12.48**

**Estimate of Costs and Fees for PRELIMINARY BRIDGE \$ 49,267.17**

Project No.: NA

Task Description	Hours per personnel class									
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical			TOTALS
III.d. QA/QC										
i. Serve on QA/QC Team, Attend Meetings (2), Respond to Questions.	16		8							24
ii. QA/QC Preliminary Roadway Plans	8		16							24
Total Hours from Estimate	24		24							48
Direct Labor Rate / Class	\$ 61.63		\$ 51.99							
Direct Labor Cost / Class	\$ 1,479.12		\$ 1,247.76							
Percentage of Total Manhours	50.00%		50.00%							
									Total Direct Labor	\$ 2,726.88
									Overhead (153.44%)	\$ 4,184.12
									Fee (11%)	\$ 704.90
									Total Labor Charges	\$ 7,615.90

### DIRECT COST ESTIMATES

DIRECT COST ESTIMATES				
Mileage	miles @	\$	0.47 / mile =	\$ -
Hotel	Rooms @	\$	77.00 /room =	\$ -
Travel Day Per Diem	Travel Days	\$	34.50 /day/person	\$ -
Non - Travel Day Per Diem	Travel Days	\$	46.00 /day/person	\$ -
Printing Report	sheets @	\$	0.12 / sheet =	\$ -
Printing Functional Plans	sheets @	\$	0.52 / sheet =	\$ -
				\$ -

Total Direct Expenses										\$	.
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Estimate of Costs and Fees for QA/QC	\$ 7,615.90
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Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
Murfreesboro, TN

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersection  
CONSULTANT: Florence & Hutcheson, Inc.  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012  
Project No.: NA

PHASE: ROW/FINAL

SCOPE: FINAL BRIDGE PLANS

Task Description	Hours per personnel class								TOTALS
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical		
IV.a. Final Bridge Design and Plans									
i. Cherry Lane over SR 84C									
1. Project Management and coordination and communication with the Consultant and other Subconsultants as necessary.	4		8						12
2. Final structural design.	4		120	24					148
3. Design of deck and end bridge drainage.			2	8					10
4. Develop bridge construction plan sheets necessary to describe the work including details and quantities. All plans and details will be in Microstation format and in accordance with TDOT policy.									
- Layout General Notes	4		16	24	8				52
- Superstructure and Geometry	1		80	40	24				145
- Abutments	1		32	16	8				57
- Bents	1		32	16	8				57
- Bill of Steel			8	24	8				40
- Quantities			8	16					24
- Final Check	8		32						40
5. Submit plans for Client and TDOT Review. Address comments and submit final sealed plans.	4		8						12
6. Review of shop drawings during the construction phase.	1		16	8					25
ii. Cherry Lane Bridge over the West Fork Stones River and Floodplain									
1. Project Management and Coordination and communication with the Consultant and other Subconsultants as necessary.	4		8						12
2. Final structural design.	4		160	40					204
3. Design foundations for scour analysis results.			16						16
4. Design of deck and end bridge drainage.			2	8					10
5. Develop bridge construction plan sheets necessary to describe the work including details and quantities. All plans and details will be in Microstation format and in accordance with TDOT policy.									
- Layout General Notes	4		16	24	8				52
- Superstructure and Geometry	1		120	80	24				225
- Abutments	1		32	16	8				57
- Bents	1		80	40	8				129
- Bill of Steel			16	32	8				56
- Quantities			12	24					36
- Final Check	4		40						44
6. Submit plans for Client and TDOT Review. Address comments and submit final sealed plans.	2		8	8	8				26
7. Review of shop drawings during the construction phase.	1		16	8					25
iii. Prepare for and attend Construction Field Inspection (including travel)			8						8
IV.c. Retaining Wall Details									
i. Prepare retaining wall concept drawings.	1		4	8					13
ii. Coordinate with geotechnical subconsultant for soil boring data and foundation recommendations. Include approved foundation information on drawings.			4	16					20
iii. Provide structural notes and wall specifications and quantities.			16	16					32
Total Hours from Estimate	51		920	496	120				1587
Direct Labor Rate / Class	\$ 61.63		\$ 51.99	\$ 37.97	\$ 27.67				
Direct Labor Cost / Class	\$ 3,143.13		\$ 47,830.80	\$ 18,833.12	\$ 3,320.40				
Percentage of Total Manhours	3.21%		57.97%	31.25%	7.56%				100.00%
Total Direct Labor									\$ 73,127.45
Overhead (153.44%)									\$ 112,206.76
Fee (11%)									\$ 18,903.45
Total Labor Charges									\$ 204,237.66

**DIRECT COST ESTIMATES**

Mileage	miles @	\$ 0.47 / mile =	\$ -
Hotel	Rooms @	\$ 77.00 / room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50 / day/person =	\$ -
Non - Travel Day Per Diem	Travel Days	\$ 46.00 / day/person =	\$ -
Printing Report	sheets @	\$ 0.12 / sheet =	\$ -
Printing Functional Plans	120 sheets @	\$ 0.52 / sheet =	\$ 62.40
Printing Full Size Plans (Bond)	120 sheets @	\$ 4.25 / sheet =	\$ 510.00
Printing Full Size Plans (Mylar)	60 sheets @	\$ 8.32 / sheet =	\$ 499.20

<b>Total Direct Expenses</b>	<b>\$ 1,076.40</b>
<b>Estimate of Costs and Fees for FINAL BRIDGE PLANS</b>	<b>\$ 205,314.06</b>

Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
Murfreesboro, TN

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersection  
CONSULTANT: Florence & Hutcheson, Inc.  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012

PHASE: ROW/FINAL

SCOPE: SIGNING PLANS

Project No.: NA

Task Description	Hours per personnel class								TOTALS
	Project Manager	Senior Planner	Project Engineer	Junior Engineer	Design Technician	CADD Drafter	Clerical		
<b>IV.b. Signing Plans</b>									
i. Project Management and Coordination with Consultant and TDOT	4		4						8
ii. Existing Sign Inventory			2		8				10
iii. Proposed Signing Plans									
1. Prepare Preliminary Sign Layout			20	40					60
2. Design of SR 840 Signs in SignCAC			16	32					48
iv. Prepare Sign Schedule			8	24					32
v. Footing Design and Detail			8	12	16	16			52
vi. General Notes, Standard Drawings and Estimated Quantities			8	16	16	16			56
vii. Plot and Submit Preliminary Plans for Review	1		2			4			7
viii. Revise, Plot and Submit Final Plan	1		4	4	4	4			17
<b>Total Hours from Estimate</b>	<b>6</b>		<b>72</b>	<b>128</b>	<b>44</b>	<b>40</b>			<b>290</b>
Direct Labor Rate / Class	\$ 61.63		\$ 51.99	\$ 37.97	\$ 27.67	\$ 24.74			
Direct Labor Cost / Class	\$ 369.78		\$ 3,743.28	\$ 4,860.16	\$ 1,217.48	\$ 989.60			
Percentage of Total Manhours	2.07%		24.83%	44.14%	15.17%	13.79%			100.00%
									Total Direct Labor \$ 11,180.30
									Overhead (153.44%) \$ 17,155.05
									Fee (11%) \$ 2,890.11
									<b>Total Labor Charges \$ 31,225.46</b>

**DIRECT COST ESTIMATES**

Mileage	miles @	\$ 0.47 / mile =	\$ -
Hotel	Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50 /day/person =	\$ -
Non - Travel Day Per Diem	Travel Days	\$ 46.00 /day/person =	\$ -
Printing Half Sized Plans	75 sheets @	\$ 0.52 / sheet =	\$ 39.00
Printing Final Plans (Full Size Mylar)	15 sheets @	\$ 8.32 / sheet =	\$ 124.80
<b>Total Direct Expenses</b>			<b>\$ 163.80</b>

**Estimate of Costs and Fees for SIGNING PLANS**

**\$ 31,389.26**

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersector  
CONSULTANT: Florence & Hutcheson, Inc.  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012

PHASE: FINAL

SCOPE: QA/QC

Project No.: NA

DIRECT COST ESTIMATES				
Mileage		miles @	\$ 0.47 / mile =	\$ -
Hotel		Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem		Travel Days	\$ 34.50 /day/person	\$ -
Non - Travel Day Per Diem		Travel Days	\$ 46.00 /day/person	\$ -
Printing Report		sheets @	\$ 0.12 / sheet =	\$ -
Printing Functional Plans		sheets @	\$ 0.52 / sheet =	\$ -
<b>Total Direct Expenses</b>				<b>\$ -</b>
<b>Estimate of Costs and Fees for QA/QC</b>				<b>\$ 14,781.99</b>



Subconsultant Fee Proposa  
**CHERRY LANE EXTENSION**

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersection  
CONSULTANT: Florence & Hutcheson, Inc.  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012

PHASE: BIDDING

**SCOPE: BIDDING**

Project No.: NA

[illegible]

### DIRECT COST ESTIMATES

Mileage	miles @	\$	0.47 / mile =	\$	-
Hotel	Rooms @	\$	77.00 / room =	\$	-
Travel Day Per Diem	Travel Days	\$	34.50 /day/person	\$	-
Non - Travel Day Per Diem	Travel Days	\$	46.00 /day/person	\$	-
Printing Report	sheets @	\$	0.12 / sheet =	\$	-
Printing Functional Plans	sheets @	\$	0.52 / sheet =	\$	-
				\$	-

Total Direct Expenses										\$	-
-----------------------	--	--	--	--	--	--	--	--	--	----	---

Estimate of Costs and Fees for BIDDING	\$ 13,753.58
--	--------------



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**FINANCE DIVISION**  
SUITE 800 JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0329  
(615) 741-2261

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

June 13, 2012

Florence and Hutcheson Inc.

[bevers@flohut.com](mailto:bevers@flohut.com)

Attn: Bob Evers, Vice President Finance

Dear Mr. Evers:

Tennessee Department of Transportation (TDOT) External Audit received your overhead rate schedule, audited by T. Wayne Owens and Associates PC for the year ended December 31, 2011. For the purpose of setting forth indirect cost rates for as described in 23 USC 112, Part 31 of the Federal Acquisition Regulations (FAR) and FAR Subpart 9900. Based on the TDOT External review of the audited indirect cost schedule TDOT concurs with the scheduled Overhead rate Home 153.44% (152.91% Home plus 0.53% FCCM) and Field 128.44% [128.07% Field plus 0.37% FCCM].

**This is not a cognizant letter**

However the Home Office Overhead rate submitted including the Facility Capital Cost of Money, exceeds the legislated ceiling for the indirect cost rate for jobs fully (100%) funded by the State of Tennessee. Therefore the Home Rate to be used on these contracts is 145.00% and the Field rate is 128.44%.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith W. Gore", is written over a horizontal line.

Keith W Gore  
TDOT External Audit  
J K Polk Bldg. Ste 800  
505 Deaderick Street  
Nashville, Tennessee 37243

Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
**Murfreesboro, TN**

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersection  
CONSULTANT: Bowlby & Associates, Inc.  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012

Project No.: NA

**SUMMARY OF COSTS AND FEES**

PHASE	LABOR	OVERHEAD	FEE (11%)	DIRECT EXPENSES	TOTAL
SURVEY	\$ -	\$ -	\$ -	\$ -	\$ -
PE-NEPA	\$ 2,827.00	\$ 5,064.29	\$ 730.78	\$ 37.60	\$ 8,659.67
Air Quality and Noise Evaluation	\$ 2,827.00	\$ 5,064.29	\$ 730.78	\$ 37.60	\$ 8,659.67
PRELIMINARY	\$ -	\$ -	\$ -	\$ -	\$ -
ROW/FINAL	\$ -	\$ -	\$ -	\$ -	\$ -
BIDDING	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 2,827.00	\$ 5,064.29	\$ 730.78	\$ 37.60	\$ 8,659.67

**SCOPE: Air Quality & Noise Evaluation**

DIRECT COST ESTIMATES				
Mileage	80 miles @	\$ 0.47 /mile =	\$ 37.60	
Hotel	Rooms @	\$ 77.00 /room =	\$ -	
Travel Day Per Diem	Travel Days	\$ 34.50 /day/person	\$ -	
Non - Travel Day Per Diem	Travel Days	\$ 46.00 /day/person	\$ -	
Printing Report	sheets @	\$ 0.12 /sheet =	\$ -	
Printing Functional Plans	sheets @	\$ 0.52 /sheet =	\$ -	
Large Format Color Hearing Maps	maps @	\$ 48.00 /map =	\$ -	
Total Direct Expenses			\$ 37.60	
Estimate of Costs and Fees for Air Quality & Noise Evaluation			\$ 8,659.67	



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**FINANCE DIVISION**  
SUITE 800, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2261

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

June 5, 2012

Patricia W. Bowlby  
Bowlby & Associates, Inc.  
504 Autumn Springs Ct., #11  
Franklin, TN 37067

We have performed a review of the Indirect Cost Rate for Bowlby & Associates, Inc for the year ended December 31, 2011. The examination was performed by TDOT's External Audit staff in a desk review for the purpose of determining a provisional rate to be used by this department only, and only until such time as it is determined whether a full review is warranted and can be performed.

We accept the following rates as provisional only. The rates listed below already include the FCCM of 0.16%.

	<b>Federally Funded</b>	<b>State Funded</b>
<b>Home Office</b>	179.14%	<b>160.46%</b>
<b>Field Office</b>	N/A	N/A

**Note:** The Home Office rate will be capped at 145% for state funded contracts.

Richard Emerson, Fiscal Director

Tennessee Department of Transportation (TDOT)  
Phone 615 253 4273  
Fax 615 253 4274  
[Richard.Emerson@tn.gov](mailto:Richard.Emerson@tn.gov)

# **Bowlby & Associates, Inc.**

504 Autumn Springs Court, #11  
Franklin, Tennessee 37067-8278  
(615) 771-3006, Fax (615) 771-3406  
[pbowlby@bowlbyassociates.com](mailto:pbowlby@bowlbyassociates.com)

## **CONTRACTOR CERTIFICATION OF COSTS**

### **Certification of Final Indirect Costs**

Firm Name: Bowlby & Associates, Inc.

Indirect Cost Rate Proposal: Home Office 179.14% Field Office N/A

Date of Proposal Preparation: 6/5/2012

Fiscal Period Covered: 01/01/2011 to 12/31/2011

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

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

*Patricia W. Bowlby*

Name of Certifying Official (Print): Patricia W. Bowlby

Title: Vice-President

Date of Certification: 06/05/2012

Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
**Murfreesboro, TN**

COUNTY: Rutherford  
 TERMINI: Sulphur Springs Road Intersection  
 CONSULTANT: Griggs and Maloney  
 SCOPE: (See attached)  
 PIN: NA

ROUTE: Cherry Lane  
 LENGTH: 2.25 miles  
 Date of Estimate: 11/30/2012

Project No.: NA

**SUMMARY OF COSTS AND FEES**

PHASE	LABOR	OVERHEAD	FEE (11%)	DIRECT EXPENSES	TOTAL
SURVEY	\$ -	\$ -	\$ -	\$ -	\$ -
PE-NEPA	\$ 20,441.98	\$ 25,552.48	\$ 5,284.25	\$ 276.00	\$ 51,554.71
Natural Resources Study	\$ 10,535.04	\$ 13,168.80	\$ 2,723.31	\$ 120.00	\$ 26,547.15
Indiana Bat Survey	\$ 7,326.08	\$ 9,157.60	\$ 1,893.79	\$ 36.00	\$ 18,413.47
Hazardous Materials Study	\$ 2,580.86	\$ 3,226.08	\$ 667.15	\$ 120.00	\$ 6,594.09
PRELIMINARY	\$ -	\$ -	\$ -	\$ -	\$ -
ROW/FINAL	\$ -	\$ -	\$ -	\$ -	\$ -
BIDDING	\$ -	\$ -	\$ -	\$ -	\$ -

\$ 20,441.98   \$ 25,552.48   \$ 5,284.25   \$ 276.00   \$ 51,554.71

Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
Murfreesboro, TN

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersection  
CONSULTANT: Griggs and Maloney  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012

**PHASE: PE-NEPA**

**SCOPE: Natural Resources Study**

Project No.: NA

Task Description	Hours per personnel class						TOTALS
	Project Manager	Biologist	Environmental Scientist	Drafts Person	Clerical		
<b>Task 1: Records/Database Review</b>							
Project Manager (PM)	2						2
Biologist (B)		4					4
Environmental Scientist (ES)			16				16
<b>Task 2: Natural Resources Survey : Floral/Faunal and Endangered Species</b>							
<i>Field Work: Floral/Faunal/Endangered Species</i>							
Project Manager (PM)							
Biologist (B)		36					36
Environmental Scientist (ES)							
<i>Report</i>							
Project Manager (PM)							
Biologist (B)		24					24
Environmental Scientist (ES)			40				40
Drafts Person (DR)				4			4
Clerical (CL)					4		4
<b>Task 3: Wetland Assessment</b>							
<i>Field Work</i>							
Project Manager (PM)	4						4
Biologist (B)		40					40
Environmental Scientist (ES)			60				60
<i>Report</i>							
Project Manager (PM)							
Biologist (B)		24					24
Environmental Scientist (ES)			40				40
Drafts Person (DR)				16			16
Clerical (CL)					8		8
<b>Total Hours from Estimate</b>	6	128	156	20	12		322
Direct Labor Rate / Class	\$ 50.48	\$ 50.48	\$ 20.37	\$ 20.95	\$ 14.50		
Direct Labor Cost / Class	\$ 302.88	\$ 6,461.44	\$ 3,177.72	\$ 419.00	\$ 174.00		
Percentage of Total Manhours	1.86%	39.75%	48.45%	6.21%	3.73%		
						Total Direct Labor	\$ 10,535.04
						Overhead (125%)	\$ 13,168.80
						Fee (11%)	\$ 2,723.31
						<b>Total Labor Charges</b>	<b>\$ 26,427.15</b>

**DIRECT COST ESTIMATES**

Mileage	miles @	\$ 0.47	/mile =	\$ -
Hotel	Rooms @	\$ 77.00	/room =	\$ -
Travel Day Per Diem	Travel Days	\$ 34.50	/day/person	\$ -
Non - Travel Day Per Diem	Travel Days	\$ 48.00	/day/person	\$ -
Printing Report	1000 sheets @	\$ 0.12	/sheet =	\$ 120.00
Printing Functional Plans	sheets @	\$ 0.52	/sheet =	\$ -
Large Format Color Hearing Maps	maps @	\$ 48.00	/map =	\$ -

<b>Total Direct Expenses</b>						<b>\$ 120.00</b>
<b>Estimate of Costs and Fees for Natural Resources Study</b>						<b>\$ 26,547.15</b>



Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
 Murfreesboro, TN

COUNTY: Rutherford  
 TERMINI: Sulphur Springs Road Intersection  
 CONSULTANT: Griggs and Maloney  
 SCOPE: (See attached)  
 PIN: NA

ROUTE: Cherry Lane  
 LENGTH: 2.25 miles  
 Date of Estimate: 11/30/2012

PHASE: PE-NEPA  
 SCOPE: Indiana Bat Survey

Project No.: NA

Task Description	Hours per personnel class								TOTALS
	Biologist	Environmental Scientist	Drafts Person	Clerical					
Task 1: Field Survey									
Biologist (B)	64								64
Environmental Scientist (ES)		64							64
Task 2: Report									
Biologist (B)	40								40
Environmental Scientist (ES)		24							24
Drafts Person (DR)			8						8
Clerical (CL)				8					8
Total Hours from Estimate	104	88	8	8					208
Direct Labor Rate / Class	\$ 50.48	\$ 20.37	\$ 20.95	\$ 14.50					
Direct Labor Cost / Class	\$ 5,249.92	\$ 1,792.56	\$ 167.60	\$ 116.00					
Percentage of Total Manhours	50.00%	42.31%	3.85%	3.85%					100.00%
									Total Direct Labor \$ 7,326.08
									Overhead (125%) \$ 9,157.60
									Fee (11%) \$ 1,893.79
									Total Labor Charges \$ 18,377.47

**DIRECT COST ESTIMATES**

Mileage		miles @	\$ 0.47 /mile =	\$ -
Hotel		Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem		Travel Days	\$ 34.50 /day/person =	\$ -
Non - Travel Day Per Diem		Travel Days	\$ 46.00 /day/person =	\$ -
Printing Report	200	sheets @	\$ 0.12 /sheet =	\$ 24.00
Printing Functional Plans		sheets @	\$ 0.52 /sheet =	\$ -
Large Format Color Hearing Maps		maps @	\$ 48.00 /map =	\$ -
Supplies - Flagging tape	4	each	\$ 3.00 /each =	\$ 12.00

Total Direct Expenses	\$ 36.00
Estimate of Costs and Fees for Indiana Bat Survey	\$ 18,413.47

COUNTY: Rutherford  
TERMINI: Sulphur Springs Road Intersection  
CONSULTANT: Griggs and Maloney  
SCOPE: (See attached)  
PIN: NA

ROUTE: Cherry Lane  
LENGTH: 2.25 miles  
Date of Estimate: 11/30/2012  
Project No.: NA

**SCOPE:** Hazardous Materials Assessment

DIRECT COST ESTIMATES				
Mileage		miles @	\$ 0.47 /mile =	\$ -
Hotel		Rooms @	\$ 77.00 /room =	\$ -
Travel Day Per Diem		Travel Days	\$ 34.50 /day/person	\$ -
Non - Travel Day Per Diem		Travel Days	\$ 46.00 /day/person	\$ -
Printing Report	1000	sheets @	\$ 0.12 /sheet =	\$ 120.00
Printing Functional Plans		sheets @	\$ 0.52 /sheet =	\$ -
Large Format Color Hearing Maps		maps @	\$ 48.00 /map =	\$ -
Total Direct Expenses				\$ 120.00
Estimate of Costs and Fees for Hazardous Materials Assessment				\$ 6,594.09

**GRIGGS & MALONEY**  
I N C O R P O R A T E D  
Engineering & Environmental Consulting

P.O. Box 2968  
Murfreesboro, TN 37133-2968  
(615) 895-8221  
Fax: (615) 895-0632

September 20, 2012

Mr. Michael Biggs, P.E., CPESC  
Sr. Transportation Engineer  
Wiser Company  
237 W. Northfield Boulevard, Suite 200  
Murfreesboro, Tennessee 37129

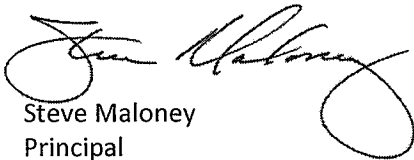
RE: **TDOT OVERHEAD RATE**  
**CHERRY LANE EXTENSION PROJECT**  
**MURFREESBORO, TENNESSEE**

Dear Mr. Biggs:

Griggs & Maloney, Inc. does not have a current approved TDOT overhead rate and for the purposes of this cost proposal is using the rate of 125%.

If you have any questions or need additional information, please advise.

Sincerely,  
**GRIGGS & MALONEY, INC.**

  
Steve Maloney  
Principal

Subconsultant Fee Proposal  
**CHERRY LANE EXTENSION**  
**Murfreesboro, TN**

COUNTY: Rutherford  
 TERMINI: Sulphur Springs Road Intersection  
 CONSULTANT: Panamerican Consultants, Inc.  
 SCOPE: (See attached)  
 PIN: NA

ROUTE: Cherry Lane  
 LENGTH: 2.25 miles  
 Date of Estimate: 11/30/2012

Project No.: NA

**SUMMARY OF COSTS AND FEES**

PHASE	LABOR	OVERHEAD	FEE (11%)	DIRECT EXPENSES	TOTAL
SURVEY	\$ -	\$ -	\$ -	\$ -	\$ -
PE-NEPA	\$ 23,863.80	\$ 30,853.51	\$ 6,168.79	\$ 16,197.60	\$ 77,083.70
Archaeological Study	\$ 18,339.80	\$ 23,711.53	\$ 4,740.84	\$ 14,031.96	\$ 60,824.13
Historical Architectural Study	\$ 5,524.00	\$ 7,141.98	\$ 1,427.95	\$ 2,165.64	\$ 16,259.57
PRELIMINARY	\$ -	\$ -	\$ -	\$ -	\$ -
ROW/FINAL	\$ -	\$ -	\$ -	\$ -	\$ -
BIDDING	\$ -	\$ -	\$ -	\$ -	\$ -

\$ 23,863.80 \$ 30,853.51 \$ 6,168.79 \$ 16,197.60 \$ 77,083.70

**SCOPE:** Archaeological Study

Total Direct Expenses	\$ 14,031.96
Estimate of Costs and Fees for Archaeological Study	\$ 60,824.13

**Subconsultant Fee Proposal**  
**CHERRY LANE EXTENSION**  
**Murfreesboro, TN**

COUNTY: Rutherford  
 TERMINI: Sulphur Springs Road Intersection  
 CONSULTANT: Panamerican Consultants, Inc.  
 SCOPE: (See attached)  
 PIN: NA

ROUTE: Cherry Lane  
 LENGTH: 2.25 miles  
 Date of Estimate: 11/30/2012  
 Project No.: NA

**PHASE: PE-NEPA**

**SCOPE: Historical/Architectur**

Task Description	Hours per personnel class					TOTALS
	Principal Investigator	Architectural Historian	Office Manager	Editor		
Task 1: Literature & Records Check						
Architectural Historian (AH)		8				8
Task 2: Field Work						
Architectural Historian (AH)		80				80
Task 3: Report Preparation						
Principal Investigator (PI)	4					4
Architectural Historian (AH)		180				180
Office Manager (OM)			16			16
Editor (E)				24		24
Total Hours from Estimate	4	268	16	24		312
Direct Labor Rate / Class	\$ 38.94	\$ 18.00	\$ 15.79	\$ 12.15		
Direct Labor Cost / Class	\$ 155.76	\$ 4,824.00	\$ 252.64	\$ 291.60		
Percentage of Total Manhours	1.28%	85.90%	5.13%	7.69%		100.00%
					Total Direct Labor	\$ 5,524.00
					Overhead (129.29%)	\$ 7,141.98
					Fee (11%)	\$ 1,427.95
					Total Labor Charges	\$ 14,093.93

**DIRECT COST ESTIMATES**

Task 1: Literature & Records Check					
Mileage	420 miles @	\$ 0.47	/mile =	\$ 197.40	
Per Diem - Lodging	1 Rooms @	\$ 77.00	/room =	\$ 77.00	
Per Diem- Travel day	2 Travel Days	\$ 34.50	/day/person	\$ 69.00	
Task 2: Field Work					
Mileage	792 miles @	\$ 0.47	/mile =	\$ 372.24	
Per Diem - Lodging	9 Rooms @	\$ 77.00	/room =	\$ 693.00	
Travel Day Per Diem	2 Travel Days	\$ 34.50	/day/person	\$ 69.00	
Non - Travel Day Per Diem	8 Travel Days	\$ 46.00	/day/person	\$ 368.00	
Task 3: Report Preparation					
Report Bound Copies	14 each @	\$ 20.00	/report =	\$ 280.00	
Shipping	2 each @	\$ 20.00	/report =	\$ 40.00	
Total Direct Expenses					\$ 2,165.64
Estimate of Costs and Fees for Historical/Architectural Study					\$ 16,259.57



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**FINANCE DIVISION  
SUITE 800 JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0329  
(615) 741-2261**

**JOHN C. SCHROER  
COMMISSIONER**

**BILL HASLAM  
GOVERNOR**

July 5, 2012

Panamerican Consultants Inc.  
[sreed@panamericaninc.com](mailto:sreed@panamericaninc.com)  
Attn: Steven Reed, Business Manager

Dear Mr. Reed:

Tennessee Department of Transportation (TDOT) External Audit received Panamerican's overhead rate schedule, audited by JamersonMoneyFarmer PC for the year ended December 31, 2011. For the purpose of setting forth indirect cost rates for as described in 23 USC 112, Part 31 of the Federal Acquisition Regulations (FAR) and FAR Subpart 9900. Based on the TDOT External review of the audited indirect cost schedule TDOT concurs with the scheduled Overhead rate Home 129.29% (128.54% Home plus 0.75% FCCM).

**This is not a cognizant letter**

However after the adjustment per TDOT Standard Procurement of Engineering and Technical Services Policy (301-01) for contracts fully (100%) funded by the State of Tennessee, the Home Rate to be used on these contracts is 127.17%.

Very Truly Yours

Keith Gore  
External Audit  
505 Deaderick Street  
Nashville, Tennessee 37243

**Scope of Services – SEC, Inc.**  
**Survey Responsibilities**  
**State Route 840 at Cherry Lane Extension**  
**In Murfreesboro, Rutherford County, Tennessee**  
**November 16, 2012**

**PE/NEPA: Survey Control**

SEC, Inc. will be responsible for establishing horizontal and vertical survey control for the entire proposed project, which has currently been defined as a 2.25<sup>1</sup> +/- mile corridor extending from approximately the relocated intersection for Sulphur Springs Road, westerly crossing State Route 840 to the intersection with Northwest Broad Street (US 41/70S), and a 0.8 mile portion of existing State Route 840, pursuant to TDOT Survey Manual Chapter 3, Section 3.2 – Project Control.

Approximately 23 – 28 control points will be set along both corridors, tied to Tennessee Geodetic Reference Network (TGRN). Control points will be referenced and tied to landmarks and reference points and the tie information will be recorded in notes. Permanent benchmarks will be placed a minimum of 1000 feet apart and at all major structure sites and major intersections. Field notes will be kept during this portion of the survey

SEC, Inc. Survey personnel will perform all research necessary on approximately 20 tracts encountered on the SEC portion of the survey, locating property lines and property corners to establish tract boundaries.

**PE/NEPA: Topographic Survey**

Topographic survey to be performed pursuant to TDOT Survey Manual guidelines on State Route 840 and proposed Cherry lane Corridor. (approximately 110-120 acres total area to be surveyed.

Property owners affected by the surveys and where entry is needed will be notified in writing at least one week prior to commencement of survey and an effort will be made to personally contact these owners.

**PE/NEPA: Staking**

SEC, Inc. will provide staking within the responsible area described above for:

- 1) A one-time staking of geotechnical borings (location to be provided by Wiser in Station/offset and project coordinate format)
- 2) A one-time staking of Right-of-way and easements.
- 3) One-time staking of the proposed project Centerline.

<sup>1</sup> Projects limits were modified from the RFQ, initially being 1.5 miles in length and extending to approximately 1,700-ft east of SR-840, per a meeting with TDOT on 9-12-12.



**Scope of Services – SEC, Inc.  
Survey Responsibilities  
State Route 840 at Cherry Lane Extension  
In Murfreesboro, Rutherford County, Tennessee**

**PE/NEPA: Property Exhibits and Legal Descriptions**

Exhibits and legals for ROW and easement takes will be developed on behalf of the City for the purpose of the City to acquire right-of-way necessary to construct the project. SEC, Inc. will coordinate with Wiser Co. and the City of Murfreesboro as necessary to develop this information. Wiser Co. will provide SEC with information regarding the proposed right-of-way, in Microstation .dgn format.

Survey data will be provided to Wiser Companies, including:

- Field notes including level notes on the control.
- CAD files containing resolved property and ROW lines.
- ASCII files in PNEZD format for processing in GEOPAK software.
- Sketches of each opening for and Box culverts or bridges (not including SR-840 bridge over the West Fork Stones River).
- Copies of research data (deeds, plats and calculations)

Project includes all necessary coordination /communications between project members and TDOT, progress reports, and meetings.

## SEC's Cherry Lane Scope of Engineering Services

Revised January 25, 2013

### ROW/Final Design - Engineering Scope:

1. Interchange and Roadway Drainage Design (project limits for this portion of work will be along the proposed Cherry Lane, from Broad St. to the Sulphur Springs intersection)
  - a. Perform the **hydrologic** calculations for special ditches and culvert cross drains per TDOT Design Division Drainage Manual.
    - i. Create watershed map of special ditches and cross drains.
  - b. Perform **hydraulic** design calculations per TDOT Design Division Drainage Manual.
    - i. Perform design of special ditches (8).
    - ii. Perform cross culvert designs (11).

*Note, Wiser Co. will provide information necessary for SEC to perform calculations, and also develop plan sheets, culvert-cross sections, and any other related plan sheets.*

- c. It is not within SEC, Inc's scope of services to provide the following:
    - i. Soil erosion prevention and sediment control design. *(This will be developed by Wiser Co.)*
    - ii. Natural stream design for stream relocations, nor associated culverts. *(This will be performed by Florence and Hutcheson.)*
    - iii. Roadway drainage design along Cherry Lane. *(This will be developed by Wiser Co.)*
    - iv. Existing box culvert extension designs and box culvert designs up and down stream from the existing box culvert (total - 3 new culverts). *(This will be developed by Florence-Hutcheson)*
    - v. Address stormwater quality or quantity. *(This will be developed by Wiser Co.)*
    - vi. Provide energy dissipation design.
- We would be pleased to revise our scope to add these services.

SEC, Inc.  
SUMMARY of COSTS and FEES

11/30/2012

PHASE	LABOR	OVERHEAD (125%)	NET FEE (11%)	EXPENSES	TOTAL
PE-NEPA (Survey)	\$38,586.65	\$48,233.31	\$9,974.65		\$96,794.61
PRELIMINARY					
ROW/FINAL	\$11,047.00	\$13,808.75	\$2,855.65		\$27,711.40
BIDDING					
	\$49,633.65	\$62,042.06	\$12,830.30	\$0.00	\$124,506.01

ROW/Final Design - DRAINAGE DESIGN

SEC, Inc.	Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	2080				% of Total Manhours
					1	2	3	4	
					Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total
	Senior Engineer (Mark Lee)	111	\$99,840	\$48.00	\$5,328.00	\$6,660.00	\$11,988.00	\$1,377.29	\$13,365.29
	Senior Engineer (Doug Jenkins)	100	\$89,440	\$43.00	\$4,300.00	\$5,375.00	\$9,675.00	\$1,111.55	\$10,786.55
	Project Engineer (Mike Hughes)	33	\$89,440	\$43.00	\$1,419.00	\$1,773.75	\$3,192.75	\$366.81	\$3,559.56
	Engineer Intern		\$0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Site Designer		\$0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Construction Specialist		\$0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Clerical Support		\$0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL HOURS =</b>	<b>244</b>					<b>Total Engineering Fee =</b>		<b>\$27,711.40</b>

TOTAL SEC ROW/FINAL DESIGN = \$27,711.40

\$120.41 MPL  
\$107.87 DWJ, MSH

PE/NEPA - Survey

SEC, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
Survey Project Manager	132	\$86,632	\$41.65	\$5,497.80	\$6,872.25	\$12,370.05	\$1,421.18	\$13,791.23	7%
Survey Crew Chief	440	\$51,418	\$24.72	\$10,876.80	\$13,596.00	\$24,472.80	\$2,811.65	\$27,284.45	22%
Survey Instrument Person	420	\$33,862	\$16.28	\$6,837.60	\$8,547.00	\$15,384.60	\$1,767.52	\$17,152.12	21%
Survey Rod Person	420	\$27,082	\$13.02	\$5,468.40	\$6,835.50	\$12,303.90	\$1,413.58	\$13,717.48	21%
Survey Rod Person	420	\$27,082	\$13.02	\$5,468.40	\$6,835.50	\$12,303.90	\$1,413.58	\$13,717.48	21%
Survey CAD Technician	155	\$59,550	\$28.63	\$4,437.65	\$5,547.06	\$9,984.71	\$1,147.13	\$11,131.85	8%
<b>TOTAL SURVEY HOURS =</b>	<b>1987</b>					<b>Total Survey Fee =</b>		<b>\$96,794.61</b>	

SEC Survey Personnel

Survey Project Manager – Thomas G. Rosenthal RLS  
Survey Project Manager – David A. Parker RLS

Survey Crew Chief – Stevie Curtis  
Survey Crew Chief – Timothy Fry  
Survey Crew Chief – Josh Green

Survey Instrument Person – Josh Warren  
Survey Instrument Person – Billy Plant  
Survey Instrument Person – Seth Kapadia

Survey CAD Technician – William Shane Ball  
Survey CAD Technician – Jack Goodrich

Survey Rod Person – Josh Warren  
Survey Rod Person – Billy Plant  
Survey Rod Person – Seth Kapadia

TOTAL SEC PE-NEPA = \$96,794.61

**SEC, Inc.**

**SITE ENGINEERING CONSULTANTS**  
ENGINEERING • SURVEYING • LAND PLANNING

September 19, 2012

Michael A. Biggs, PE  
Wiser Company  
237 W. Northfield Blvd.  
Ste 200  
Murfreesboro, TN 37129

Mr. Biggs,

SEC, Inc. does not have an audited/approved TDOT overhead rate. If you are in need of further information, you can contact me at 615-890-7901 or my email at [gharrison@sec-civil.com](mailto:gharrison@sec-civil.com)

Cordially,

Gina Harrison  
SEC, Inc.

November 29, 2012

Mr. Mike Biggs  
Wiser Company  
237 West Northfield Blvd., Suite 200  
Murfreesboro, TN 37129

Re: Cherry Lane – Phase III  
Murfreesboro, Tennessee

Dear Mike:

Please find attached our Revised Fee Proposal for the Survey and Preliminary Phases of the above-referenced project. In conjunction with our fee proposal, we offer the following proposed associated scope of work:

**Survey-Project Control** - Our portion of this work will begin at Northwest Broad Street and extend east to a point approximately 800' west of SR 840. All work will be performed in accordance with Sections 3.1, 3.2, and 3.3 of the May 3, 2011 version of the Tennessee Department of Transportation (TDOT) Survey Manual.

**Survey-Topography** - Our portion of this work will follow the alignment referenced above and will cover limits indicated on the attached sketch. We will collect and check data and provide our results to you in ASCII and ACAD formats (including our field notes). All work will be performed in accordance with Sections 3.6 and 3.7 of the May 3, 2011 version of the TDOT Survey Manual.

**Survey-Bridge** - We will survey the flood plain area indicated on the attached sketch. We will collect and check data and provide our results to you in ASCII and ACAD formats. All work will be performed in accordance with Section 3.11 of the May 3, 2011 version of the TDOT Survey Manual. Note that river cross-sections will be completed with the bridge survey per the TDOT Survey Manual.

**Survey-Boundary** - We will determine the property line and right-of-way locations. We will provide ACAD drawings of this work, our field notes, and copies of the research documents.

**Survey-Staking** - We will provide a one-time staking for the geotechnical borings, a one-time staking of the centerline, and a one-time staking of right-of-way and easements. Geotechnical boring locations to be provided by Wiser Company in the form of station numbers and coordinates.

**Survey Property Acquisitions** - We will provide property descriptions and exhibits for the portions of properties to be acquired.

**PE/NEPA – Traffic Projections and Update**

1) Planning Activities

We will obtain existing traffic projections and count information for the project, extending from the limits of Broad Street to Sulphur Springs Rd., based on the following:

- We will obtain from the MPO the latest model assignments (ADT's) for the system that are relevant to the project. These would include those volumes along SR 840, from south of Broad Street to north of Sulphur Springs Road., and along Broad Street, from Thompson Lane to west of the Cherry Lane intersection, and also along Cherry Lane, from Broad Street to east of Sulphur Springs intersection.
- We will contact TDOT for information for their stations that are within/near the project limits described.

We will confirm counts obtained from both TDOT and MPO with the City of Murfreesboro prior to later activities.

2) Establish the base year and horizon year to be used for design purposes

We will coordinate and establish with the TDOT Planning Division the horizon years to be used for the base year and future design year.

3) Develop traffic projections

Using the MPO model output, we will develop and/or update the ADT's for locations that are equivalent to the TDOT count stations for the base year and horizon year (for example 2017 and 2037 or 2018 and 2038) for the build alternate. This will require developing a few simple factors to calculate or extend the ADT's provided by the MPO to the base and horizon years.

4) Develop the Design Year Volumes

The ADT's will be converted to DHV's utilizing the information from TDOT's count stations as DHV's are utilized for the design. This will require the balancing of the DHV's to create a balanced system.

5) Uses of the Design Year Volumes

The DHV's will be used for the analyzing the turning movements, length of turn lanes, level of service of the roadways, pavement design and merging and diverging areas, etc.

6) Coordination

We will provide necessary coordination with the City of Murfreesboro and TDOT that will allow for the approval of projected traffic for the project. Wiser Co. will provide coordination assistance with the City of Murfreesboro and TDOT, and also QA/QC review of all submittals.

**ROW/Final Design – Traffic Signal**

1) Signal Warrant Preparation

We will prepare a signal warrant analysis for the intersection of Broad Street and Cherry Lane based upon traffic projections previously developed based upon current TDOT standards and guidelines and City of Murfreesboro. We will submit and coordinate the study with TDOT Region 3 officials as necessary to gain approval for a proposed signal.

2) Signal Design

We will develop complete signal design for the intersection of Broad Street and Cherry Lane. Design will consist of specification for poles, signal heads, signal equipment, pull boxes, vehicle detection etc., as provided by The City of Murfreesboro. We will provide necessary coordination with the City of Murfreesboro Transportation Department and TDOT for review and approval. Wiser Co. will assist with task coordination and will provide QA/QC review.



Please give us a call if you have questions or need further information.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

William H. Huddleston IV, P.E., R.L.S.

cc: Mr. Jim Kerr

Mr. Stephen A. Steele



**HUDDLESTON-STEELE**  
**SUMMARY of COSTS and FEES**

Revised 1/25/2013

PHASE	LABOR	OVERHEAD (125%)	NET FEE (11%)	EXPENSES	TOTAL
PE/NEPA (Survey)	\$28,022.60	\$35,028.28	\$7,243.84		\$70,294.72
PRELIMINARY					
ROW/FINAL	\$15,876.00	\$19,845.00	\$4,103.95		\$39,824.95
BIDDING					
	\$43,898.60	\$54,873.28	\$11,347.79	\$0.00	\$110,119.67

PE/NEPA - Survey(Topo)  
REVISED 11/30/12

Huddleston-Steele, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
PM (Bill Huddleston)	130	\$100,464	\$48.30	\$6,279.00	\$7,848.75	\$14,127.75	\$1,623.12	\$15,750.87	12%
Tech (Johnnie Leonard)	55	\$65,520	\$31.50	\$1,732.50	\$2,165.63	\$3,898.13	\$447.85	\$4,345.98	5%
Crew Chief (Ray Noel)	230	\$40,872	\$19.65	\$4,519.50	\$5,649.38	\$10,168.88	\$1,168.29	\$11,337.17	21%
IM (Ricky Curtis)	225	\$35,360	\$17.00	\$3,825.00	\$4,781.25	\$8,606.25	\$988.76	\$9,595.01	21%
RM (Tommy Pomeroy)	225	\$34,320	\$16.50	\$3,712.50	\$4,640.63	\$8,353.13	\$959.68	\$9,312.81	21%
RM (Lance Jenkins)	225	\$34,320	\$16.50	\$3,712.50	\$4,640.63	\$8,353.13	\$959.68	\$9,312.81	21%
TOTAL SURVEY HOURS =				1090	Total Survey Fee = \$59,654.65				

PE/NEPA - Survey(Bridge)

Huddleston-Steele, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
PM (Bill Huddleston)	14	\$100,464	\$48.30	\$676.20	\$845.25	\$1,521.45	\$174.80	\$1,696.25	7%
Tech (Johnnie Leonard)	21	\$65,520	\$31.50	\$661.50	\$826.88	\$1,488.38	\$171.00	\$1,659.38	10%
Crew Chief (Ray Noel)	46	\$40,872	\$19.65	\$903.90	\$1,129.88	\$2,033.78	\$233.66	\$2,267.44	23%
IM (Ricky Curtis)	40	\$35,360	\$17.00	\$680.00	\$850.00	\$1,530.00	\$175.78	\$1,705.78	20%
RM (Tommy Pomeroy)	40	\$34,320	\$16.50	\$660.00	\$825.00	\$1,485.00	\$170.61	\$1,655.61	20%
RM (Lance Jenkins)	40	\$34,320	\$16.50	\$660.00	\$825.00	\$1,485.00	\$170.61	\$1,655.61	20%
TOTAL SURVEY HOURS =				201	Total Survey Fee = \$10,640.07				

TOTAL HUDDLESTON-STEEL PE-NEPA = \$70,294.72

PRELIMINARY - Traffic Update  
REVISED 1/25/13

Huddleston-Steele, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
PM (Bill Huddleston)	50	\$100,464	\$48.30	\$2,415.00	\$3,018.75	\$5,433.75	\$624.28	\$6,058.03	29%
Tech (Johnnie Leonard)	120	\$65,520	\$31.50	\$3,780.00	\$4,725.00	\$8,505.00	\$977.13	\$9,482.13	71%
	0	\$40,872	\$19.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	0	\$35,360	\$17.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
TOTAL DESIGN HOURS =				170	Total Survey Fee =				
					\$15,540.16				

PRELIMINARY - Signal Warrant Study & Design

Huddleston-Steele, Inc.

Personnel	Estimated Hours	Annual Labor Hours, 2080 hrs.	Direct Labor Rate/Hour	Subtotal	Overhead 125%	Subtotal	Net Fee 11%	OH/Profit Cal. 2.35 Total	% of Total Manhours
PM (Bill Huddleston)	70	\$100,464	\$48.30	\$3,381.00	\$4,226.25	\$7,607.25	\$873.99	\$8,481.24	26%
Tech (Johnnie Leonard)	200	\$65,520	\$31.50	\$6,300.00	\$7,875.00	\$14,175.00	\$1,628.55	\$15,803.55	74%
	0	\$40,872	\$19.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	0	\$35,360	\$17.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
TOTAL DESIGN HOURS =				270	Total Survey Fee =				
					\$24,284.79				

TOTAL HUDDLESTON-STEELE PRELIMINARY DESIGN = \$39,824.95



2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • Fax 615-893-0080

August 17, 2012

Mr. Mike Biggs  
Wiser Company  
237 West Northfield Blvd., Suite 200  
Murfreesboro, TN 37129

Re: Cherry Lane – Phase III  
Murfreesboro, Tennessee

Dear Mike:

We do not have a current certified audit overhead rate at this time.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'S. Steele', is written over a horizontal line.

Stephen A. Steele, P.E.

cc: Mr. Jim Kerr  
Mr. Bill Huddleston

March 26, 2013



5010 Linbar Drive,  
Suite 153  
Nashville, TN 37211  
615.331.7770  
www.ttlusa.com

Mr. Michael Biggs, PE  
Wiser Company  
237 West Northfield Boulevard, Suite 200  
Murfreesboro, Tennessee 37129

**Re: Preliminary Scope of Work for Geotechnical Engineering Services**  
**Cherry Lane Extension Project**  
Murfreesboro, Rutherford County, Tennessee  
TTL File No. P01812118; Revision 4

Dear Mike:

Thank you for the opportunity to submit this revised work scope and fee estimate to provide geotechnical engineering services for the Cherry Lane Extension Project in Murfreesboro, Tennessee. Based on the preliminary information provided to us in several e-mail transmissions and meetings, we understand the following:

- Project length: about 2.25 miles
- Project location: From NW Broad Street to the intersection with Sulphur Springs Road
- Improvements: New roadway with two bridges, one box culvert extension, three box culverts and an undetermined length of retaining walls

You have asked us to provide geotechnical engineering services for the proposed project.

## ASSUMPTIONS

Our assumptions were developed based on the preliminary information provided by you and are detailed below:

Project length: about 2.25 miles<sup>1</sup>

Grading: Cut depths and fill thicknesses of less than 10 feet each

Surveying: The roadway centerline will be marked in the field on 50-foot centers by others prior to the drilling. We will estimate the boring locations relative to the survey stakes and provided cross sections. TTL does not plan to survey the actual boring locations and elevations.

<sup>1</sup> Initial project length was 1.5 miles as indicated in the RFP. The overall length was extended based on Wiser's meeting with TDOT on September 12, 2012.

- Bridges:** The project will include two bridges. One bridge, which crosses the Stones River will be about 1,200 feet long and include 11 spans. One bent will be constructed in the West Fork Stones River. We have assumed that drilling for this bent can be performed at a nearby creek bank location or during low level water flows in the river. This fee estimate does not include drilling from a pontoon or other type boat. The remaining bridge will cross SR 840 and includes two spans.
- Retaining Walls:** Retaining structures may be required north of the southbound exit ramp of SR 840, where the alignment encroaches upon a residentially developed area. No information was provided relative to the height or length of the retaining wall. We have assumed the walls will be less than 10 feet tall and include less than 300 linear feet.
- Lighting:** Based on the available information, lighting on this project is expected to include high mast lighting. However, since the location of the light masts is not known, we were requested to exclude these areas from our work scope.
- Access:** We have assumed that permission from the individual property owner(s) to enter their property and perform the work will be provided by others. As a courtesy, we will notify property owners of upcoming activities if contact information is provided to us. We plan to drill the borings with ATV-mounted drilling equipment. Some clearing of trees will be required to gain access to boring locations along a portion of the alignment.
- Site Restoration:** Site restoration will include seeding and strawing of land disturbed by our equipment. Larger ruts left by our equipment will be regraded and reseeded. Additionally, we will coordinate the removal of felled trees, if required, with the property owners, but chipping or burying the trees is not included. Placement of sod or other landscaping is not included at this time. Return trips to "top off" boreholes that may subside over time are not included.
- Erosion and Sediment Control:** Where waters of the State may be impacted by drilling activities, we will erect temporary erosion and sediment control measures. We have included a provision for these services in the attached Cost Estimate.
- Utilities:** Following the centerline staking, we will contact Tennessee One-Call to request marking of underground utilities by member utility companies. We are not responsible for repair of utility lines or loss of utility service for lines that have not been marked or are not properly marked by others.
- Traffic Control/Permits:** We have assumed that permits, if required, will be obtained by others. Anticipated permits include drilling in the existing SR 840 right-of-way and drilling

in the West Fork Stones River. We have also assumed that traffic control will not be required for the roadway borings.

**Work Schedule:** Our fee estimate assumes the borings can be accomplished during normal working hours (7 am to 5 pm, Monday through Friday) and will take no more than about 10 days to complete.

## SCOPE OF WORK

### *DRILLING*

We propose to gather subsurface data along the planned alignment by drilling up to 95 borings. The borings will be drilled at the locations and to the depths indicated in the table below. The actual number of borings could vary based on site conditions and review of project drawings as the design progresses. If this occurs, we will notify you if the changed work scope affects the geotechnical budget.

Location	Number of Borings	Proposed Depths*
Bridges	30	Refusal (assumed 20 feet or less)
Retaining Walls	5	Refusal (assumed 20 feet or less)
Box Culverts	8	Refusal (assumed 20 feet or less)
Roadway	52	Refusal (assumed 20 feet or less)

The overburden at the boring locations will be drive-sampled in general accordance with ASTM D 1586 "*Penetration Test and Split-Barrel Sampling of Soils.*" We plan to explore the continuity and composition of refusal materials at each bridge boring because of the mature karst setting in the area. We have assumed 20 feet of rock will be cored in each of the borings. Coring is not planned at the other boring locations. The groundwater level will be measured in each boring upon completion, after which the boreholes will be backfilled with soil auger cuttings.

### *LABORATORY TESTING*

At this time, we propose the following laboratory testing program:

- |                                   |                 |
|-----------------------------------|-----------------|
| ▪ Moisture content                | up to 400 tests |
| ▪ Atterberg limits/Grain Size     | up to 15 tests  |
| ▪ California Bearing Ratio        | up to 4 tests   |
| ▪ Standard Proctor Compaction     | up to 8 tests   |
| ▪ Unconfined Compressive Strength | up to 8 tests   |
| ▪ Triaxial Compression            | up to 2 test    |
| ▪ Consolidation Test              | up to 4 tests   |

### *ANALYSIS AND REPORTING*

The Soil and Geological Survey Report will be prepared in general accordance with the TDOT guidance document (Version 1.0,12/15/07). The report will include geotechnical plan and profile sheets, typical section(s), geotechnical note sheet(s) and soil sheet(s).

## FEE ESTIMATE

Based on the scope of services described above, we recommend a budget of about \$170,687.49. A breakdown of our fee estimate is provided below:

▪ Drilling Services	\$93,425.00 <sup>1, 2</sup>
▪ Laboratory testing	\$ 9,450.00
▪ Engineering Services	\$63,726.99
▪ Other Expenses	\$ 4,085.50

<sup>1</sup> Assumes two mobilizations will be required

<sup>2</sup> Includes contingencies for site restoration (\$20,000), bulldozer services (\$7,500), and erosion and sediment control (\$2,000).

The amount of required site restoration will be dependent on actual field conditions, the time of year the work is performed and the requirements established by the property owners. We will invoice only for services provided in accordance with the attached cost estimate. In some cases, subcontracting these services may be required.

A detailed breakdown has been included on the attached TDOT Manhour Requirements and Cost Estimate Form.

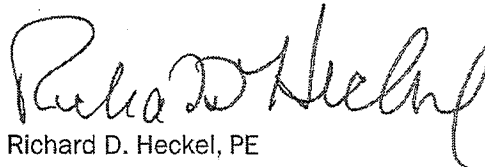
## CLOSING

Once additional information becomes available, we would be glad to review our scope of work and make adjustments, as necessary. We appreciate this opportunity to be of service to you. If you have any questions, or require any additional information, please call.

Sincerely,  
TTL, Inc.



Mark A. Herrmann, PE  
Principal Engineer



Richard D. Heckel, PE  
Principal Engineer

Attachment: TDOT Manhour Requirements and Cost Estimate  
TDOT Correspondence





version 3.3

**TENNESSEE DEPARTMENT OF TRANSPORTATION**

**DIVISION OF MATERIALS AND TESTS  
GEOTECHNICAL ENGINEERING SECTION**

**GEOTECHNICAL SERVICES**

**MANHOUR REQUIREMENTS AND COST ESTIMATE**

*Version 3.3, 3/18/10*

**Rutherford County**

**Cherry Lane Extension Project**

**(from NW Broad Street to Sulphur Springs Road)**

***TTL, Inc.***

Prepared By: Mark Herrmann

Date prepared: 11-20-12 (Revised)

Project No. Not Provided

Geotechnical Office No. Not Provided

Contract No, Work Order No. Not Provided

Mark Herrmann, PE  
TTL, Inc.  
5010 Linbar Drive, Suite 153  
Nashville, TN 37211  
615-331-7770  
[mherrmann@ttlusa.com](mailto:mherrmann@ttlusa.com)

Section III  
Standard Cost Estimate For Soil And Geological Survey Report  
**1.00 Drilling Services**

County: Rutherford County  
Route: Cherry Lane Extension Project  
Description: (from NW Broad Street to Sulphur Springs Road)  
Project No.: Not Provided  
Geotechnical Office No.: Not Provided  
Consultant: TTL, Inc.  
Prepared By: Mark Herrmann  
Date Prepared: 11-20-12  
Contract Number: Not Provided

For further explanation of Item No. and Description refer to attached "Pay Item Numbers and Methods of Measurement for Cost Estimates"

Item No.	Description	Estimated Quantities	Basis of Payment		Price	Amount
1.01	Mobilization	2	each	@	\$750.00	\$1,500.00
1.02	Project Mileage	500	mile	@	\$3.10	\$1,550.00
1.03	Drill Rig Moving \ Standby Time	4	hour	@	\$175.00	\$700.00
1.04	Soil Auger Drilling	0	vertical foot	@	\$8.00	\$0.00
1.05	Wash Boring	0	vertical foot	@	\$16.00	\$0.00
1.06	Soil Drilling and Split Barrel Type Sampling on Land	1,900	vertical foot	@	\$15.75	\$29,925.00
1.07	Tube Type Sampling on Land	20	each	@	\$57.50	\$1,150.00
1.08	Rock Coring	600	vertical foot	@	\$45.00	\$27,000.00
1.09	Borehole Grouting	0	vertical foot	@	\$6.00	\$0.00
1.10	Water Hauling	7	working day	@	\$300.00	\$2,100.00
1.11	Bulldozer	60	operating hour	@	\$125.00	\$7,500.00
1.12	Traffic Control	0	direct cost	@	\$0.00	\$0.00
1.13	Site Restoration	1	direct cost	@	\$20,000.00	\$20,000.00
1.14	Erosion and Sed. Control	1	direct cost	@	\$2,000.00	\$2,000.00
<b>Total Estimated Drilling Costs</b>						<b>\$93,425.00</b>

Section III  
Standard Cost Estimate for Soil and Geological Survey Report  
**2.00 Laboratory Services**

County: Rutherford County  
Route: Cherry Lane Extension Project  
Description: (from NW Broad Street to Sulphur Springs Road)  
Project No.: Not Provided  
Geotechnical Office No.: Not Provided  
Consultant: TTL, Inc.  
Prepared By: Mark Herrmann  
Date Prepared: 11-20-12  
Contract Number: Not Provided

For further explanation of Item No. and Description refer to attached "Pay Item Numbers and Methods of Measurement for Cost Estimates".

Item No.	Description	Estimated Quantities	Basis of Payment		Rate	Amount
2.01	Atterberg Limits	15	each	@	\$65.00	\$975.00
2.02	Natural Moisture Content	400	each	@	\$6.00	\$2,400.00
2.03	Particle Size Analysis	15	each	@	\$75.00	\$1,125.00
2.04	AASHTO Classification	15	each	@	\$2.00	\$30.00
2.05	Proctor Density Test	6	each	@	\$125.00	\$750.00
2.06	California Bearing Ratio at optimum moisture content	4	each	@	\$205.00	\$820.00
2.07	pH		each	@	\$5.00	\$0.00
2.08	Soil Resistivity		each	@	\$0.00	\$0.00
2.31	Acid-Base		each	@	\$0.00	\$0.00
2.40	Sulfate Soundness		each	@	\$0.00	\$0.00
2.09	Consolidation Properties	4	consolidation properties	@	\$350.00	\$1,400.00
2.10	Triaxial Compression UU		strength properties	@	\$150.00	\$0.00
2.11	Triaxial Compression CU	2	strength properties	@	\$675.00	\$1,350.00
	Remolded CU		strength properties	@	\$875.00	\$0.00
2.12	Unconfined Compression	8	per test strength properties	@	\$75.00	\$600.00
2.63	CD Direct Shear		properties	@	\$500.00	\$0.00
<b>Total Estimated Laboratory Services Cost:</b>						<b>\$9,450.00</b>

Section III  
Standard Cost Estimate for Soil and Geological Survey Report

**3.00 Manpower Requirements**

County: Rutherford County  
Route: Cherry Lane Extension Project  
Description: (from NW Broad Street to Sulphur Springs Road)  
Project No.: Not Provided  
Geotechnical Office No.: Not Provided  
Consultant: TTL, Inc.  
Prepared By: Mark Herrmann  
Date Prepared: 11-20-12  
Contract Number: Not Provided

See "Pay Item Numbers and Methods of Measurement for Cost Estimates" for further description of services required by state.

Item No.	ACTIVITY	PRINCIPAL	SENIOR ENGINEER	STAFF ENGINEER	GEOLOGIST	TRAINING ENGINEER	SUPERVISING DRILLER	STAFF CADD TECHNICIAN
		MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR
3.10	Project Planning and Coordination	1.0	6.0	20.0				
3.20	Field Activities		12.0	35.0		120.0		
3.30	Data Assimilation		8.0	20.0		35.0		
3.40	Engineering Analyses	6.0	12.0	12.0				
3.50	Report Preparation	4.0	40.0	42.0		20.0		
3.60	Drawing Preparation	4.0	10.0	20.0				140.0
3.70	Post-Report Confrence and Review	1.0	2.0					
Total Estimated Hours		16.0	90.0	149.0		175.0		140.0
Hourly Rate		\$200.92	\$150.62	\$115.28	\$115.28	\$100.13	\$88.76	\$87.55
<b>Subtotal of Estimated Man-hour Costs</b>		<b>\$3,214.72</b>	<b>\$13,555.80</b>	<b>\$17,176.72</b>	<b>\$0.00</b>	<b>\$17,522.75</b>	<b>\$0.00</b>	<b>\$12,257.00</b>

<b>Total Estimate of Man-hour Requirements:</b>	<b>\$63,726.99</b>
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Section III  
Standard Cost Estimate for Soil and Geological Survey Report

**3.00 Manpower Requirements, Hourly Rate Breakdown**

County: Rutherford County  
Route: Cherry Lane Extension Project  
Description: (from NW Broad Street to Sulphur Springs Road)  
Project No.: Not Provided  
Geotechnical Office No.: Not Provided  
Consultant: TTL, Inc.  
Prepared By: Mark Herrmann  
Date Prepared: 11-20-12  
Contract Number: Not Provided

		PRINCIPAL	SENIOR ENGINEER	STAFF ENGINEER	GEOLOGIST	TRAINING ENGINEER	SUPERVISING DRILLER	STAFF CADD TECHNICIAN	STAFF TECHNICIAN
		MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR
Hourly Rate Breakdown									
	Direct Pay Rate	\$54.92	\$41.17	\$31.51	\$31.51	\$27.37	\$24.26	\$23.93	\$17.21
	Maximum Overhead Rate (no more than 1.45 for 100% State Funds)	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
	Profit Multiplier	2.35	2.35	2.35	2.35	2.35	2.35	2.35	2.35
	Profit Rate * (supplied in decimals)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
	* use the same rate as with the design contract for the project.								
Hourly Rate		\$200.92	\$150.62	\$115.28	\$115.28	\$100.13	\$88.76	\$87.55	\$62.96

Section III  
Standard Cost Estimate for Soil and Geological Survey Report  
**4.0 Other Expenses**

County: Rutherford County      Project No.: Not Provided  
Route: Cherry Lane Extension Project      Geotechnical Office No.: Not Provided  
Description: (from NW Broad Street to Sulphur Springs Road)      Consultant: TTL, Inc.  
Contract No: Not Provided      Prepared By: Mark Herrmann  
Date Prepared: 11-20-12  
Distance to Jobsite: 30 miles one-way

Company Headquarters: Nashville, TN	Job Site: Murfreesboro, TN
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Travel Expenses				
Item No.	Description	Days	Rate*	Total
4.10	Travel Day Per Diem		\$23.00	\$0.00
4.11	Non Travel Day Per Diem		\$46.00	\$0.00
4.12	Lodging		\$77.00	\$0.00

\*Must be in accordance with applicable TDOT Travel Regulations

Milage\Transportation Expenses				
Item No.	Description	Miles	Milage Rate*	Total
4.20	Passenger Truck	700	\$0.47	\$329.00
4.21	Tractor Trailer Truck			\$0.00
4.22	Water Truck			\$0.00
4.23	Truck Mounted Drill			\$0.00
4.24	Other Mileage	700	\$0.47	\$329.00

\*Must be in accordance with applicable TDOT Travel Regulations

Equipment Rental				
Item No.	Description	Days	Daily Rate	Total
4.30	Equipment Rental			\$0.00

Plans Reproduction Costs				
Item No.	Description	Units	Unit Price	Total
4.40	Full Size Bond	65	\$5.00	\$325.00
4.41	Half-Size Bond	130	\$3.00	\$390.00
4.42	Full Size Mylar	65	\$12.50	\$812.50
4.43	Photocopies	1800	\$0.50	\$900.00

Other Expenses				
Item No.	Description	Units	Unit Rate	Total
4.50	property access mailings	1000	\$1.00	\$1,000.00
	(includes engineering and secretarial time)			

<b>Total Estimate of Other Expenses:</b>	<b>\$4,085.50</b>
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Section III  
Standard Cost Estimate for Soil and Geological Survey Report  
**SUMMARY OF COST ESTIMATES**

County: Rutherford Conty  
Route: Cherry Lane Extension Project  
Description: NW Broad Street to Sulphur Springs Road  
Project No.: Not Provided  
Geotechnical Office No.: Not Provided  
Consultant: TTL, Inc.  
Prepared By: Mark Herrmann  
Date Prepared: 11/20/2012

1.00 Drilling Services	\$93,425.00
2.00 Laboratory Services	\$9,450.00
3.00 Manpower Requirements	\$63,726.99
4.00 Other Expenses	\$4,085.50
Total Not-to-Exceed Costs	\$170,687.49



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

FINANCE DIVISION  
SUITE 800 JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0329  
(615) 741-2261

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

August 8, 2012

TTL  
PO Drawer 1128  
Tuscaloosa, Alabama 35403  
Attn Melanie A Carroll, Account Manager


Dear Ms. Carroll:

Tennessee Department of Transportation (TDOT) External Audit received your overhead rate schedule, audited by Jones Kirkpatrick PC for the year ended December 31, 2011. For the purpose of setting forth indirect cost rates for as described in 23 USC 112, Part 31 of the Federal Acquisition Regulations (FAR) and FAR Subpart 9900. Based on the ALDOT's Cognizant letter, TDOT concurs with the scheduled Overhead rates Home 240.30% (238.82% Home + 1.48% FCCM) and a Field rate 191.90% (190.42% Field + 1.48% FCCM).

**This is not a cognizant letter**

However after the adjustment per TDOT Procurement Policy 301.1, the Home Office Overhead rate submitted, exceeds the legislated ceiling for the indirect cost rate for jobs fully (100%) funded by the State of Tennessee. Therefore the Home Rate to be used on these contracts is 145.00% and the Field rate is 145.00%.

Very Truly Yours

  
Keith W Gore  
TDOT External Audit  
J K Polk Bldg. Ste 800  
505 Deaderick Street  
Nashville, Tennessee 37243



## ATTACHMENT B

ATTESTATION REGARDING PERSONNEL USED IN  
CONTRACT/ AGREEMENT PERFORMANCE

<b>SUBJECT CONTRACT/ AGREEMENT NUMBER:</b>	City of Murfreesboro Cherry Lane Extension Design Services
<b>ENGINEER/ CONTRACTOR LEGAL ENTITY NAME:</b>	Wiser Company, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	62-1637952

The Engineer/ Contractor, identified above, does hereby attest, certify, warrant, and assure that the Engineer/Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract/ Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of the Contract/ Agreement.

SIGNATURE: \_\_\_\_\_

DATE: 3-28-2013

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Engineer/ Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Engineer/ Contractor.

Compliance and non-compliance procedures will be as specified in the Tennessee Department of Finance and Administration's Policy on "Ensuring Compliance with Federal Immigration Laws by State Contractors and Subcontractors."

# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

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**Item Title:** Asphalt Purchases Report

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

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

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**Summary**

Report of asphalt purchases.

**Staff Recommendation**

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

**Background Information**

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

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

**Council Priorities Served**

*Responsible budgeting*

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

**Fiscal Impacts**

The overall costs, \$150,000 to \$175,000 per year, are funded by the FY24 operating budget.

**Attachments**

Asphalt Purchases Report

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

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

**OPERATIONS & MAINTENANCE  
ASPHALT PURCHASES 2025**

<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/10	D Hughes	Vulcan	411E	\$86.50	10.10	\$873.65	\$873.65
7/10	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$1,749.90
7/10	D Hughes	Vulcan	411E	\$86.50	9.63	\$833.00	\$2,582.90
7/9	D Hughes	Vulcan	411E	\$86.50	10.16	\$878.84	\$3,461.74
8/27	D Hughes	Vulcan	411E	\$86.50	14.09	\$1,218.79	\$4,680.53
9/6	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$5,556.78
9/6	D Hughes	Vulcan	411E	\$86.50	12.38	\$1,070.87	\$6,627.65
9/11	D Hughes	Vulcan	411E	\$86.50	14.52	\$1,255.98	\$7,883.63
9/13	D Hughes	Vulcan	Binder	\$75.00	12.73	\$954.75	\$8,838.38
9/13	D Hughes	Vulcan	Binder	\$75.00	15.60	\$1,176.75	\$10,015.13
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$10,639.88
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$11,264.63
10/22	D Hughes	Hawkins	411E	\$85.97	79.72	\$6,853.53	\$18,118.16
						#REF!	#REF!
						#REF!	#REF!
						#REF!	#REF!
						#REF!	#REF!

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** Transfer of W.K. Dickson's Contracts

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

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

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## Summary

Ardurra Group, Inc. has acquired stormwater consultant W.K. Dickson and is requesting the city sign the attached letter of assignment.

## Staff Recommendation

Approval that the agreement with W.K. Dickson is assigned to Ardurra.

## Background Information

In 2020, the city entered a professional services agreement with W.K. Dickson to provide highly technical consulting services related to the design and maintenance of stormwater controls measures. Most recently, the consultant updated part of the city's stormwater controls manual and created standard details. Currently, the consultant is assessing city-owned green infrastructure. Business is expected to continue as usual.

## Council Priorities Served

*Improve economic development*

Offering a variety of reliable design options advances economic development.

*Expand infrastructure*

Providing quality design and maintenance guidance ensures responsible expansion of infrastructure.

## Attachments

Letter of assignment and existing professional services contract



MARCH 27, 2025

**VIA EMAIL**

JOSH UPHAM  
CITY OF MURFREESBORO  
JUPHAM@MURFREESBOROTN.GOV

**SUBJECT:** Transfer of W.K. Dickson's Contracts

Dear Josh:

This letter is a follow up to our prior conversations last fall about the acquisition of W.K. Dickson & Co., LLC ("WKD") by Ardurra Group, Inc. ("Ardurra"). As we continue the successful integration of WKD and Ardurra we are now working to centralize our client contracting functions, and WKD desires to assign its agreements with you and that are identified below (the "Agreements") to Ardurra (the "Assignment").

**Summary of the Agreements**

<b>Project Number</b>	<b>Project Name</b>
20210028.00.KV, executed 12/17/2020 and attached	General Services - Murfreesboro

In order to accomplish the Assignment we respectfully request your countersignature in the space provided below. By countersigning below, you hereby: (i) consent to the Assignment; and (ii) agree that the Assignment shall not constitute a breach of, or default under the Agreements.

Please be assured that business will continue as usual, and we will continue to provide you with the same quality services. The Assignment will not cause any changes to your relationship with WKD and your point of contact will remain the same. Ardurra will continue to perform all of its duties and obligations under the Agreements. In order to simplify this transaction you will find attached a W-9 form for Ardurra, Ardurra's payment instructions, and a new insurance certificate.

At your earliest convenience, please provide your consent to the Assignment by signing and returning this letter via e-mail to rblake@ardurra.com. If you have any questions, please contact me at 865-270-3310.

Very truly yours,

Ardurra Group, Inc.

Ryan D. Blake, PE  
South Water and Wastewater Group Leader

**Acknowledged and Agreed on \_\_\_\_\_, 2025**

City of Murfreesboro

By: \_\_\_\_\_

Name: Shane McFarland

Title: Mayor

Signed by:  
APPROVED AS TO FORM  
  
Adam F. Tucker, City Attorney



## **CONTRACT FOR PROFESSIONAL SERVICES PROVIDED ON AN "ON-CALL" OR "TASK ORDER" BASIS**

This contract ("Contract") for Professional Services by and between City of Murfreesboro, hereinafter called the OWNER, and W.K. Dickson & Co., Inc., hereinafter called the CONSULTANT;

The parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Services. The CONSULTANT shall perform services, described and agreed to by both parties under individual Task Orders. Hereafter, these services may be referred to as the "Basic Services."
3. Additional Services. The CONSULTANT shall provide additional services, not specifically called for in any specific Task Order, upon written authorization of the OWNER.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of each Task Order. All work as set forth in the Scope of Services shall be completed as shown in each Task Order assuming: (i) the timely submission of all required data and the scheduling of all meetings and reviews by the OWNER; (ii) no other impacts or delays caused by third parties, including the contractor(s) or its subcontractors; or (iii) other delays beyond CONSULTANT's control.

If the OWNER requests modifications to a specific Task Order, or if CONSULTANT's services extend past the completion date in the Project Schedule through no fault of the CONSULTANT, the CONSULTANT's compensation shall be adjusted accordingly in an amount mutually acceptable to the parties in writing and CONSULTANT's time of performance shall be extended appropriately.

Except for construction administration services, CONSULTANT's services under this Contract, and each phase of services, if the Task Order Scope of Services is so divided, shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) thirty days after the date when such submissions are delivered to the OWNER. For construction administration services, the services shall be considered complete at final completion of the Project.

5. Compensation. The CONSULTANT agrees to perform the scope of services defined in each Task Order, and the OWNER agrees to compensate the CONSULTANT for such services as set forth



under, Basis of Compensation, included in each Task Order. Compensation for hourly and additional services shall be based on labor rates in effect at the time service is provided the current rates are as set forth in Attachment A of this contract.

Payment by the OWNER to the CONSULTANT shall be due and payable on the 25th day of the month following the date of the invoice. Payments not received by the CONSULTANT by the 30th day of the month following the date of the invoice shall be overdue. A service charge of one and one-half (1½) percent per month shall be added to all overdue amounts. OWNER agrees to pay CONSULTANT's cost of collection of all amounts due and unpaid including court costs and reasonable attorney fees. CONSULTANT shall not be bound by any provision wherein CONSULTANT waives any rights to a mechanic's lien, or any provision implying payment to CONSULTANT is contingent upon payment to OWNER by a third party. A failure by OWNER to pay CONSULTANT on a timely basis shall entitle CONSULTANT at its election, to stop work on the Project until such time as payment has been made, or upon seven days' notice and OWNER's failure to pay all amounts then due, to terminate this contract. Such suspension or termination shall be deemed for cause.

6. Personnel. The CONSULTANT represents that it has, or will secure at his own expense, all personnel required to perform the services under this Contract and that such personnel will be qualified to perform such services.
7. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test locations and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the CONSULTANT, and CONSULTANT does not make any opinions or representations regarding, or assume any liability for, conditions outside the actual locations or areas tested, observed or explored.
8. CONSULTANT's Personnel at Construction Site. The periodic or occasional presence of CONSULTANT's personnel at the construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT's own personnel.



The presence of CONSULTANT's personnel at a construction site is for the purpose of periodically checking the work for general conformity with the Contract Documents and the design concept as reflected in the Contract Documents. CONSULTANT is not required to and will not conduct construction testing or continuous inspections. CONSULTANT neither guarantees the performance of the construction contractor nor assumes responsibility for construction contractor's failure to perform its work in accordance with the Contract Documents.

9. Responsibilities of the OWNER. It is agreed that the OWNER will have the following responsibilities under this Contract:

- a. Timely providing all information, data, reports, records, and maps to which the OWNER has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
- b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the OWNER does not have in its possession.
- c. Making available the services of the OWNER as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- d. Designating a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and will serve to provide the necessary direction and coordination for the project.
- e. Bearing all costs for permitting, reviewing, recording and advertising for the project, as well as any other cost not specifically included in each Task Order as a cost to be borne by the CONSULTANT.
- f. Providing legal right of access to all affected private property for CONSULTANT to perform all necessary surveying, engineering and site visits.

All such OWNER responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of his services. The CONSULTANT shall coordinate its services with those services provided by the OWNER and the OWNER's consultants. The CONSULTANT shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by the OWNER and the OWNER's consultants. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any error, omission or inconsistency in such services or information.

10. Opinion of Probable Construction Costs. CONSULTANT's opinion of probable construction costs, if rendered as a service under this Contract, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. CONSULTANT cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect

estimates. OWNER waives and releases CONSULTANT from any loss, liability or claim arising out of or in any way related to CONSULTANT's opinion of probable construction costs.

11. Ownership and Use of Work Products. Upon payment in full of all sums due to CONSULTANT, the OWNER shall own title to the latest versions of all reports, drawings and specifications, and other materials specifically required to be delivered under the terms of the Contract, including any and all intellectual property rights therein (collectively the "Deliverables"). The OWNER may use, transfer, copy and distribute the Deliverables without restriction or limitation, except as set forth herein.
  - a. Retention of Rights by CONSULTANT. This conveyance shall not deprive the CONSULTANT of the right to retain electronic data or other reproducible copies of the Deliverables or the right to re-use details, forms, arrangements and compositions that are stock, standard or commonplace in the normal course of the CONSULTANT'S professional activities, including without limitation, other projects in which CONSULTANT is involved.
  - b. Modification or Reuse Risk. Any modification or reuse of the Deliverables by the OWNER without the involvement of the CONSULTANT shall be at the sole risk of the OWNER, and OWNER releases CONSULTANT from any claims or causes of action related to any re-use of the Deliverables without the involvement of CONSULTANT. Before any re-use of the Deliverables by OWNER, OWNER shall remove CONSULTANT'S name from any title block and any seal, logo or other indications referring or relating to the CONSULTANT from the Deliverables.
  - c. No Sale. Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by the CONSULTANT, and the CONSULTANT makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.
12. Use of Electronic Media. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic formats, or other types of information furnished by CONSULTANT to OWNER such as text, data or graphics, are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project.
13. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments.
14. Termination of Contract. This Contract may be terminated by either the OWNER or the CONSULTANT, with or without cause, upon 7 calendar days written notice. In the event of termination, the CONSULTANT shall be entitled to its fees and reimbursable expenses incurred

prior to termination. In the event of a termination by OWNER for any reason or by CONSULTANT without cause, copies of all Deliverables shall, at the option of the OWNER, be made available to OWNER, provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided for in Paragraph 11. If termination is by CONSULTANT for non-payment, no rights for ownership or continued use of the Deliverables shall inure to OWNER unless and until CONSULTANT is paid all amounts due.

15. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.
16. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the contract:
  - a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
  - b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
  - d. Professional Liability Insurance of \$1,000,000 per claim and annual aggregate.

Consultant shall provide to Owner copies of relevant policies with certificates of insurance naming Owner as an additional insured.

17. Indemnification. Not applicable.
18. Liability and Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the Project, on projects of a similar scope and nature. CONSULTANT's liability to OWNER for any damages arising in any way out of performance or breach of this Contract or breach of CONSULTANT's standard of care, is limited to the net proceeds recoverable under CONSULTANT's Professional Liability Insurance policy identified in paragraph 16d, "net proceeds recoverable" being defined as the proceeds payable under the policy after deductions for expenses, attorney's fees or other claims paid under such policy. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

OWNER acknowledges that the CONSULTANT is a Corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer or employee of the CONSULTANT in the execution or performance of this Contract shall be made against the

CONSULTANT and not against such director, officer, or employee and OWNER waives any claim against all of CONSULTANT's directors, shareholders, officers and employees.


19. Dispute Resolution. If a dispute greater than \$10,000 arises out of or relates to this Contract, or the breach thereof, and if this dispute cannot be settled through negotiation, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. The parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with [Tennessee Supreme Court Rule 31](#): Alternative Dispute Resolution–Mediation, or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the [American Arbitration Association](#) under current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Murfreesboro, Tennessee, unless the parties otherwise agree.
20. Miscellaneous Provisions. The following miscellaneous provisions shall apply:
  - a. This Contract shall be binding upon the successors and assigns of the parties.
  - b. Interpretation and enforcement of this Contract shall be pursuant to the law of the State of Tennessee. Venue for any litigation under or related to this Contract shall be in the courts of Rutherford County, Tennessee.
  - c. This Contract constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.



IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.


OWNER:

CITY OF MURFREESBORO

By:   
Name: Share McFarland  
Title: City Mayor  
Date: 12/17/2020

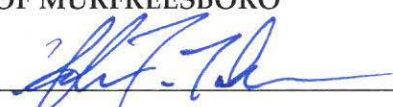
CONSULTANT:

W.K. DICKSON & CO., INC.

By:   
Name: Ryan D. Blake  
Title: Vice President  
Date: 12-10-2020

Approved as to form:

CITY OF MURFREESBORO

By:   
Name: Adam Tucker  
Title: City Attorney  
Date: 12/15/2020

Address for giving notices:

220 NW Broad Street  
Murfreesboro, TN 37237130

Address for giving notices:

2035 Lakeside Centre Way, Suite 180  
Knoxville, TN 37922

Designated Representative:

Name: Valerie Smith  
Title: Assistant Director, MWRD  
Phone: (615) 848-3200  
E-mail: vsmith@murfreessboro.tn.gov

Designated Representative:

Name: Ryan D. Blake  
Title: Vice President  
Phone: 865-270-3310  
E-mail: rblakewkdickson.com

**ATTACHMENT A****RATE SCHEDULE****PROVIDED ON AN "ON-CALL" OR TASK ORDER BASIS**

At the time the scope of work for a specific project has been defined, the CONSULTANT agrees to negotiate a fixed, lump sum fee or provide services according to the rates for labor and expenses in use at the time service is provided. The hourly rates shown below are for the 2020 calendar year and include salaries, payroll costs, overhead and profit.

**LABOR****2020**

Principal	\$220.00/hr.
Senior Consultant	\$198.00/hr.
Senior Project Manager	\$190.00/hr.
Senior Technical Manager	\$190.00/hr.
Project Manager	\$170.00/hr.
Technical Manager	\$170.00/hr.
Senior Project Engineer	\$160.00/hr.
Project Engineer	\$150.00/hr.
Senior Scientist	\$138.00/hr.
Scientist	\$128.00/hr.
Landscape Architect	\$175.00/hr.
Staff Landscape Architect	\$140.00/hr.
Senior Planner	\$167.00/hr.
Planner	\$130.00/hr.
Senior Civil Designer	\$135.00/hr.
Civil Designer	\$125.00/hr.
Senior GIS Analyst	\$140.00/hr.
GIS Analyst	\$115.00/hr.
GIS Technician	\$100.00/hr.
Senior Construction Observer	\$125.00/hr.
Construction Observer	\$100.00/hr.
Project Administrator	\$75.00/hr.

**EXPENSES**

Reproductions	Cost
Mileage	IRS Rate (currently \$0.575/mile)
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

**Note:** The above rates are effective January 1, 2020. WK Dickson reserves the right to revise to reflect inflationary increases.



**CITY OF MURFREESBORO  
CONTRACT FOR SERVICES TASK ORDER NO. 001  
GENERAL SERVICES**

The following task order shall be in accordance with the master contract for professional services dated \_\_\_\_\_ between City of Murfreesboro (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT).

1. SCOPE OF SERVICES. General services to provide engineering support for stormwater projects and operational support on an as needed basis.

**Phase 1 – Stormwater Control Measure Design Guidance and Details**

The CONSULTANT will provide to the OWNER updates to the existing Murfreesboro Stormwater Control Measures (SCM) Manual, based on the following criteria and assumptions:

- The OWNER requests use of the Tennessee Department of Environment & Conservation's (TDEC) current SCM Manual guidance as the basis for the updated SCMs.
- The guidance documents are limited to the following SCMs:
  - Dry, extended dry detention
  - Wet ponds
  - Vegetated swale, with and without underdrain
  - Filter strips
  - Bioretention and urban bioretention (including right-of-way/roadside biocells/swales)
  - Infiltration
  - Permeable pavement
- The CONSULTANT will provide up to four (4) 8-1/2 x 11-inch details in .dwg format for each of the SCMs listed above.
- The CONSULTANT will conduct up to three (3) meetings with the OWNER during this process. These meetings may be conducted in-person or virtually as conditions allow.
  - Kick-Off Meeting – the CONSULTANT will meet with the OWNER to discuss overall scope and any specific requests for the updates to the SCMs.
  - Draft Review – the CONSULTANT will meet with the OWNER to review the SCM guidance and details in draft format and determine any revisions or updates desired by the OWNER. A draft deliverable will be sent to the OWNER prior to this meeting. The CONSULTANT will document changes requested by the OWNER during the meeting.
  - Final Review – the CONSULTANT will incorporate revisions received during the Draft Review and deliver one hard copy and one electronic copy of the deliverable.

**Phase 2 – Miscellaneous Services**

The CONSULTANT will provide engineering support for stormwater projects and operational support on an as needed basis. These support services shall include, but are not limited to, review of policies and practices related to OWNER's regulation of post-construction SCMs, review of proposed ordinance, credit policy research and development, karst review, etc. The CONSULTANT will prepare separate tasks and estimated budgets for these items prior to beginning any work.

2. TIME OF PERFORMANCE. The delivery schedule for Phase 1 will be determined at the Kick-Off Meeting. Phase 2 currently has an undefined schedule.



3. BASIS OF COMPENSATION.

- A. Basic Services. The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, on an hourly plus expenses basis as detailed in the current rate schedule at the time service is provided.

Phase 1 – Stormwater Control Measure Design Guidance and Details total fees shall not exceed the sum of thirty-five thousand dollars (\$35,000).


Phase 2 – Miscellaneous Services total fees shall not exceed the sum of twenty thousand dollars (\$20,000).

The CONSULTANT will bill the OWNER on the last day of each month for the fees and expenses incurred during that month.

- B. Additional Services. The OWNER shall pay the CONSULTANT for additional services which are not specifically called for in above, Scope of Services, on an hourly basis in accordance with the CONSULTANT'S standard rates.


OWNER:

CITY OF MURFREESBORO

By:   
 Name: Share McFarland  
 Title: City Mayor  
 Date: 12/17/2020

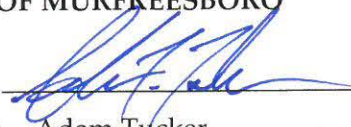
CONSULTANT:

W.K. DICKSON & CO., INC.

By:   
 Name: Ryan D. Blake, P.E.  
 Title: Vice President  
 Date: 12-10-2020

Approved as to form:

CITY OF MURFREESBORO

By:   
 Name: Adam Tucker  
 Title: City Attorney  
 Date: 12/19/2020

# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

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**Item Title:** Guardrail Replacement Contract – Amendment 1

**Department:** Street Department

**Presented by:** Tracy Brown, Assistant Director

**Requested Council Action:**

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

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**Summary**

Consider the First Amendment to Agreement for Guardrail Replacement with LU Inc.

**Staff Recommendation**

Approve the First Amendment to Agreement for Guardrail Replacement with LU Inc.

**Background Information**

This agreement allows the Street Department to respond to guardrails damaged within the city limits of Murfreesboro and provide safer roadways for motorists. The city entered into an agreement with LU Inc. on 05/03/2024 and that contract term is one year with the option to automatically renew in one-year increments for an additional two years.

**Council Priorities Served**

*Responsible Budgeting*

A long-term contract maximizes the city purchasing power and mitigates increasing costs over several fiscal year.

**Fiscal Impact**

Funding for the Guardrail Replacement services is accommodated with Risk Management funds and Street Department Budget.

**Attachments**

Guardrail Replacement Contract – Amendment 1

**FIRST AMENDMENT TO  
AGREEMENT FOR GUARDRAIL REPLACEMENT  
BETWEEN  
THE CITY OF MURFREESBORO  
AND  
LU INC.**

This First Amendment ("First Amendment") to the Contract entered into May 3, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, and Lu Inc., a Corporation of the State of Tennessee ("Contractor").

**RECITALS**

WHEREAS, the City of Murfreesboro entered into a contract with Lu Inc., on May 3, 2024, for Guardrail Replacement in accordance with the Bid Specifications set forth in ITB-38-2024 – Guardrail Replacement and any Addendums issued to ITB-38-2024; and,

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

WHEREAS, Section 3. of the Contract allows for a renewal in one-year increments upon written agreement by the City and Contractor; and,

WHEREAS, the City wishes to extend the contract term until May 2, 2026.

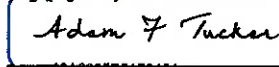
NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the contract to May 2, 2026.
2. All other terms of the contract shall remain the same.

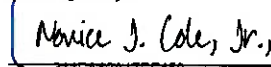
**CITY OF MURFREESBORO**

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

Approved as to form:

  
\_\_\_\_\_  
43A2035E31F9401  
Adam F. Tucker, City Attorney

**LU INC.**

Signed by:  
  
\_\_\_\_\_  
311EA49A17EE450...  
Novice J. Cole, Jr., President

## **COUNCIL COMMUNICATION**

**Meeting Date: May 1, 2025**

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**Item Title:** City Council Meeting Minutes

**Department:** Finance

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

**Requested Council Action:**

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

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**Summary**

Review and approval of City Council meeting minutes.

**Staff Recommendation**

Approve minutes as listed.

**Background Information**

City Council meetings are available on the City's website for reference to actions taken and 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

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

## Historical Minutes

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



## City of Murfreesboro City Council – Regular Session

Thursday, February 27, 2025, 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, February 27, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, January 28, 2025.

#### **Council Members Present**

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

Mayor Shane McFarland and Austin Maxwell were absent and excused from this meeting.

#### **City Representatives Present**

Darren Gore, City Manager  
Adam Tucker, City Attorney  
Erin Tucker, City Recorder/ Chief Financial Officer  
Sam Huddleston, Assistant City Manager  
Amanda DeRosia, Finance Director  
Brad Barbee, Principal Planner  
Valerie Smith, Water Resources Director  
Russ Brashear, Assistant Director of Transportation  
Daniel Owens, Murfreesboro City Schools Finance Director  
Brad Hennessee, Facilities Maintenance Director  
Chris Griffith, Executive Director of Public Infrastructure  
Mark McCluskey, Chief of Fire Rescue  
Cathy Smith, Purchasing Director  
Steve Jarrell, Deputy Chief of Police  
Raven Bozeman, Executive Assistant

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

## **Consent Agenda**

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

- 1. Lease for Wee Care Day Care (Administration)**
- 2. Professional Services Supplement #1 - St. Andrews Drive Widening (Engineering)**
- 3. Elevator Maintenance Services Agreement Revival (Facilities)**
- 4. HVAC Renovations at Reeves-Rogers Elementary Final Change Order (Facilities)**
- 5. HVAC Renovations at Hobgood Elementary Final Change Order (Facilities)**
- 6. RFCSP Use Approval for Health Services (Purchasing)**
- 7. Telephony Service Agreement (Information Technology)**
- 8. Change Order to Computer-Aided Dispatch Rehosting (Police)**
- 9. Change Order Four to the Motorola Agreement for Public Safety Communications Equipment (Police)**

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

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

**Nay:** None

## **Minutes**

**10. City Council Meeting Minutes (Finance).** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding approval of City Council meeting minutes for:

### Current Minutes

February 6, 2025 (Public Comment)

February 6, 2025 (Regular Meeting)

February 13, 2025 (Workshop)

### Historical Minutes

November 30, 2023 (Workshop)

December 7, 2023 (Public Comment)

December 7, 2023 (Regular Meeting)

December 14, 2023 (Workshop)

December 21, 2023 (Regular Meeting)

January 11, 2024 (Public Comment)

January 11, 2024 (Regular Meeting)

January 18, 2024 (Workshop)

January 25, 2024 (Regular Meeting)

The meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

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

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

**Nay:** None

## **New Business**

### **Land Use Matters**

**11. Sewer Allocation Variance- Beasie Road – Cintas (Planning).** Brad Barbee, Principal Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 332 sfu's for a proposed Cintas commercial laundry facility. The Planning Department and Water Resources Department have reviewed the application and support the request.

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

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

**Nay:** None

### **Resolution**

**12. Resolution 25-R-02 Request to File FTA Applications (Transportation).** Russ Brashear, Assistant Director of Transportation, presented a Council Communication requesting approval of Resolution 25-R-02 for Murfreesboro to continue to file applications with the Federal Transit Administration to receive federal financial assistance. The resolution titled, "RESOLUTION 25-R-02 authorizing the City of Murfreesboro to file applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; Title 23, United States Code, or other federal statutes administered by the Federal Transit Administration" was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 25-R-02. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:



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

**Nay:** None

**13. Resolution 25-R-03 Schools FY25 Budget Amendment #6 (Schools).** Daniel Owens, Murfreesboro City Schools Finance Director, presented a Council Communication requesting approval of Resolution 25-R-03 amending the FY25 General Purpose fund as presented. The resolution titled, "RESOLUTION 24-R-03 amending the Fiscal Year 2025 (hereafter "FY2025") Murfreesboro City Schools Budget (6<sup>th</sup> Amendment)" was offered for passage on its first and only reading.

Mr. Wade made a motion to approve Resolution 25-R-03. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

#### **On Motion**

**14. Presentation of FY24 Audit Report (Finance).** Erin Tucker, City Recorder / Chief Financial Officer, presented a Council Communication requesting approval of the FY2024 ACFR as submitted. Ms. Tucker introduced Jimmy Jobe with Jobe, Hastings & Associates. Mr. Jobe presented the FY2024 Annual Comprehensive Financial Report (ACFR). Mr. Jobe thanked all who assisted with the audit and stated Council was provided a copy of the report and was published on the City website. Mr. Jobe summarized Audit Report topics and indicated it was a clean report with no findings.

Ms. Scales Harris made a motion to approve FY2024 Annual Comprehensive Financial Report. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**15. Patterson Park Chiller Replacement (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting approval of a contract with Trane U.S. Incorporated and the reallocation of CIP FY2025 funds for the replacement of the chiller at Patterson Park Community Center. The expense, \$484,864, is funded by FY25 CIP.

Mr. Wade made a motion to approve the contract with Trane U.S. Incorporated and FY2025 CIP reallocation of funds. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**16. Construction Administration Contract for Blackman/ Burnt Knob/ Manson Intersection (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting approval of the Construction Administration Contract with Kimley Horn and Associates, Inc. for the Blackman/Manson/Burnt Knob Intersection project. The expense, \$116,700, is part of the construction costs, which is funded by the FY21 and CIP Budgets.

Ms. Scales Harris made a motion to approve the contract with Kimley Horn and Associates, Inc. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**17. Professional Services Contract - Bridge Avenue Bridge Replacement (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting approval of the contract with Gresham Smith for the Bridge Avenue Bridge Replacement. The bridge upgrade and replacement will provide a safe route for vehicles and pedestrians to cross the CSX railroad. The expense, \$584,600, is funded by the FY25 CIP Budget.

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

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

**Nay:** None

**18. Professional Services Supplement #1 - Rutherford Blvd and SE Broad Intersection (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting approval of Contract Amendment No. 1 with Energy Land and Infrastructure LLC (ELI) for the improvements for the Rutherford Boulevard and Southeast

Broad Street intersection. The expense, \$138,890, is a part of the project costs funded by the FY21 and FY22 CIP Budget.

Ms. Averwater made a motion to approve Amendment No. 1 to the contract with Energy, Land, and Infrastructure, LLC. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**19. Tommy Bragg Drive Final Change Order (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication regarding a Final Change Order (Change Order No. 2) with Bell & Associates Construction, LLC to reflect final quantities involved with actual work performed to establish a final contract amount. The construction cost increased from \$8,244,535 to \$8,642,692 amounting in a \$398,157 change order. The funds for this project were allocated within the 2021 and 2025 CIP Budget. Mr. Griffith requested Council approve the final change order.

Ms. Averwater made a motion to approve the Final Change Order (Change Order No. 2) with Bell & Associates Construction, LLC. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**20. Cherry Lane 2 Wetland/Stream Credit Funding Approval (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting funding to purchase wetland and stream mitigation credits for the Cherry Lane Phase 2 project, pending subsequent legal approval. The expense of approximately \$3,000,000, to purchase the mitigation credits will be funded from 2021, 2022, and 2025 CIP funds.

Ms. Averwater made a motion to approve the funding to purchase wetland and stream mitigation credits, pending subsequent legal approval. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**21. Purchase of Drones (Fire).** Mark McCluskey, Chief of Fire Rescue, presented a Council Communication requesting approval of the contract with Safeware, Inc. to purchase four Skydio drones. The drones will be used to survey large fire scenes, search and rescue missions, water and structural collapse rescues and to assess disaster areas and hazmat situations. The expense of \$112,915 is funded from the General Fund in FY25 CIP.

Mr. Wade made a motion to approve the contract with Safeware, Inc. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**22. Purchase of Turnout Gear (Fire).** Mark McCluskey, Chief of Fire Rescue, presented a Council Communication requesting approval of the North America Fire Equipment Company, Incorporated (NAFECO) contract for 78 sets of turnout gear. Turnout gear provides protection to firefighters, allowing them to perform their job safely and effectively. The expense, \$299,520, is funded from the General Fund in FY25 CIP.

Ms. Averwater made a motion to approve the contract with North America Fire Equipment Company, Incorporated (NAFECO). Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**23. Murfreesboro Medical Clinic Contract Amendment No. 1 (Fire).** Mark McCluskey, Chief of Fire Rescue, presented a Council Communication requesting approval of the Amendment No. 1 to the Contract Murfreesboro Medical Clinic (MMC) to provide annual physical and cancer screenings to comply with requirements of the Barry Brady Act. The total annual cost, estimated as a maximum of \$114,000, will be funded from Fire and Rescue's FY25 Budget.

Mr. Wade made a motion to approve the Amendment No. 1 to the Contract with Murfreesboro Medical Clinic. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**24. Physical Therapy and Nutrition Program Contracts (Fire).** Mark McCluskey, Chief of Fire Rescue, presented a Council Communication requesting approval of the contracts with Volunteer Physical Therapy and Performance, LLC and fueled LLC for physical therapy and nutrition programs associated with AFG Grant. The costs of these programs, totaling \$109,760, will be funded using the AFG grant.

Ms. Scales Harris made a motion to approve the contracts with Volunteer Physical Therapy and Performance, LLC and fueled, LLC. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**25. Ordinance 25-O-07 Outside the City Sewer, City Code Section 33-2.1.1 (Administration) (First Reading).** Sam Huddleston, Assistant City Manager, presented a Council Communication to amend the conditions for water and sanitary sewer outside the City limits. The ordinance titled, "ORDINANCE 25-O-07 amending the Murfreesboro City Code, Chapter 33. Water Resources, Article I. In General, Section 33-2.1.1, Conditions for water and sanitary sewer service to property outside City limits" was offered for passage on first reading.

Ms. Scales Harris made a motion to approve Ordinance 25-O-07 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**26. MTSU Service Fee Agreement for Residential Properties (Administration).** Darren Gore, City Manager, presented a Council Communication requesting approval of the Service Fee Agreement with Middle Tennessee State University (MTSU) for residential properties. The agreement is an acknowledgement by both parties that each property listed in Exhibit A is exempt from property taxes pursuant to Tenn. Code Ann. § 67-5-203. The University has agreed to pay the City a service fee to offset the cost to the City of providing services and infrastructure to these properties and the associated residents. The service fee agreement, involving the 48 properties listed in Exhibit A, would generate \$40,704 in service fees annually.

Ms. Averwater made a motion to approve the Service Fee Agreement with Middle Tennessee State University. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

#### **Board and Commission Appointments**

**27. Airport Commission (Mayor).** Vice Mayor Shacklett presented a Council Communication proposal from Mayor McFarland regarding reappointment of the following Airport Commission members.

- Cannon Loughry III, Term expiration February 28, 2028
- Shelby Hunton, Term expiration February 28, 2028

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

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

**Nay:** None

**28. Golf Commission (Mayor).** Vice Mayor Shacklett presented a Council Communication proposal from Mayor McFarland regarding reappointment of the following Golf Commission members.

- Robert Sain, Term expiration January 31, 2028
- Whit Turnbow, Term expiration January 31, 2028
- Larry Wilkerson, Term expiration January 31, 2028

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

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

**Nay:** None

**29. Board of Trustees and Committee on Contributions to the Community Investment Trust. (Mayor).** Vice Mayor Shacklett presented a Council Communication proposal from Mayor McFarland regarding appointment of the following Murfreesboro Community Investment Trust (MCIT) Board of Trustees and Committee on Contributions members.

#### **Board of Trustees Members**

- Shawn Applegate, Term expiration November 17, 2029
- Kevin Gentry, Term expiration November 17, 2029
- Lee Moss, Term expiration November 17, 2029

#### Committee on Contributions Members

- Carl Montgomery, Term expiration December 8, 2026
- Collier Andress Smith, Term expiration December 8, 2026
- Wade Hays, Term expiration December 8, 2027
- Ronnie Martin, Term expiration December 8, 2027

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

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

**Nay:** None

**30. Rutherford County Library Board of Directors (Mayor).** Vice Mayor Shacklett presented a Council Communication from Mayor McFarland requesting approval of the appointment of Sam Huddleston, Assistant City Manager, to represent the City in place of Council.

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

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

**Nay:** None

#### **Licensing**

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

#### Regular Beer Permits

- First Watch, 2977 South Church Street (new location, restaurant)
- Taste of India, 120 Elenor Way, Suite A (new location, restaurant)

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

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

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

**Nay:** None

### **Payment of Statements**

No payment of statements was presented.

### **Other Business**

**Future Council Meetings.** Darren Gore, City Manager, stated Council will meet on March 6, 2025, and March 20, 2025. Council will not meet March 13, 2025, due to the Red Cross Heros Luncheon. Meeting status for March 27, 2025, is to be determined.

### **Adjourn**

There being no further business, Vice Mayor Shacklett adjourned this meeting at 6:47 p.m.

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BILL SHACKLETT  
VICE MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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





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

Thursday, March 6, 2025 at 5:30 pm  
City Council Chambers  
111 West Vine Street, Murfreesboro, TN

### MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, March 6, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, February 25, 2025.

#### Council Members Present

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

#### City Representatives Present

Darren Gore, City Manager  
Adam Tucker, City Attorney  
Erin Tucker, City Recorder / Chief Financial Officer  
Sam Huddleston, Assistant City Manager  
Angela Jackson, Executive Director of Strategic Services  
Valerie Smith, Water Resources Director  
Ben Newman, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Mike Browning, Public Information Officer  
Raven Bozeman, Executive Assistant

#### Public Comment

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Ms. Tucker indicated two people had signed up to speak, as indicated on the agenda at each Council Members' desk. Mayor McFarland provided instructions about the public comment session and invited those present to come forward when they heard their name. The following individuals were registered to address the Council.

1. Kyrie Haney, 918 Scepter Drive, Murfreesboro, registered to speak in opposition regarding pollution in Murfreesboro waterways but did not show to speak to Council.

2. Ronnie Floyd, 308 West Castle Street, Murfreesboro, registered to speak regarding a property near First Baptist Church. Mr. Floyd addressed Council about his concerns. Ms. Scales Harris explained to Mr. Floyd she would reach out to the Pastor of First Baptist Church and ask him to contact Mr. Floyd to listen to his concerns.

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

There being no further business, Mayor McFarland adjourned the meeting at 5:43 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



## City of Murfreesboro City Council – Regular Session

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

### MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, March 6, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, February 25, 2025.

#### **Council Members Present**

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

#### **City Representatives Present**

Darren Gore, City Manager  
Adam Tucker, City Attorney  
Erin Tucker, City Recorder/ Chief Financial Officer  
Sam Huddleston, Assistant City Manager  
Valerie Smith, Water Resources Director  
Matthew Blomeley, Assistant Planning Director  
Chris Griffith, Executive Director of Public Infrastructure  
Margaret Ann Green, Business Systems Manager  
Ben Newman, Planning Director  
Angela Jackson, Executive Director of Strategic Services  
Mark McCluskey, Fire Chief  
Mike Browning, Public Information Officer  
Raven Bozeman, Executive Assistant  
Other City Staff

#### **Prayer and Pledge of Allegiance**

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

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

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

## Ceremonial Items

**Proclamation: National Athletic Trainers Month.** Mayor McFarland presented a proclamation to Ellie Voelker and MTSU Athletic Trainers on behalf of the National Athletic Trainers' Association to spread awareness about all that athletic trainers do providing health care for athletes and those engaged in physical activity. Mayor McFarland proclaimed the month of March as National Athletic Training Month.

## Consent Agenda

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

### **1. Asphalt Purchases Report (Water Resources)**

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

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

**Nay:** None

## Old Business

### **Ordinance**

**2. Ordinance 25-O-07 Sewer Amendment – MCC Section 33-2.1.1 (Second and Final Reading) (Administration).** The ordinance titled, "ORDINANCE 25-O-07 amending the Murfreesboro City Code, Chapter 33. Water Resources, Article I. In General, Section 33-2.1.1, Conditions for water and sanitary sewer service to property outside City limits" which passed its first reading on February 27, 2025, was offered for passage on second and final reading.

Mr. Maxwell made a motion to approve Ordinance 25-O-07 on second and final reading. 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

## New Business

## **Land Use Matters**

**3. Amending the Zoning Ordinance – School Uses (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication, documentation, and PowerPoint presentation regarding a proposed amendment to the Zoning Ordinance primarily regarding the use “School, Public or Private, Grades K-12” and requested Council feedback and guidance on the proposed zoning ordinance amendment. Mr. Blomeley presented concerns with the current process, current zoning requirements, proposed amendments, and how the proposed amendments would affect site plan review and approval for schools.

The recommended zoning amendment would eliminate the Special Use Permit requirement in all circumstances for school uses and remove school uses from the purview of the Board of Zoning Appeals. It would allow school uses and expansions thereto by right in all zoning districts except Park (P) with clear design standards for school uses and require a Type C buffer for schools used when adjacent to single-family residential zoning or uses except in specific instances that would require rezoning to PND or PUD including if: the school use has never previously been established on the subject property; a building expansion or an accessory structure with a gross floor area of 50,000 square feet or greater is proposed; or one or more athletic or recreation fields with lighting or amplified sound are proposed.

The proposed amendments would affect site plan review and approval for schools by handling most school applications administratively, thereby shortening the process and providing additional timing flexibility. Planning Commission site plan review will be required for the same instances that planned development zoning is required and some other instances. Additionally, proposed modifications will create additional flexibility for the maximum building height of school and church buildings, not require irrigation systems installation at school uses, separate standards for school uses from other types of institutional group assembly uses and create additional consistency in the minimum standards for other types of institutional group assembly uses. Mr. Blomeley asked for feedback and questions from Council, after which the Planning Department will move forward with Planning Commission procedures for formal approval. Discussion ensued.

Mr. Maxwell inquired about the rationale for the exclusion of 50,000 square feet or greater additions, such as fieldhouses that are typically not built by the school, but by Booster Clubs. In response, Mayor McFarland explained the four types of Educational Uses include: 1) Non-Educational Use with Sewer (e.g. fieldhouse), 2) Non-Educational Use without Sewer, 3) Educational Use with Sewer (e.g. school expansion that must be governed by the Fire Marshal), and 4) Educational Use without Sewer (e.g. school expansion without restrooms). A fieldhouse would typically be considered a non-educational building and would have to go through the process to get water and sewer. Mr. Gore stated that 50,000 square feet and greater is very large.

#### **On Motion**

**4. Right-of-Way (ROW) Acquisition for Rutherford Boulevard (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication, documentation and PowerPoint presentation providing an update on the Rutherford Boulevard Extension Project. Mr. Griffith presented an opportunity to partner with a landowner (Swanson property) through a forthcoming developer's agreement. This potential partnership aims to facilitate the project's advancement. Mr. Griffith requested Council feedback on the acquisition. The property needs improvements. Site improvements needed include 1) ROW (estimated at \$2.6 million), 2) approximately 63,000 yards of shot rock fill and installation of three drainage culverts (costing an estimated \$3.25 million), and 3) payment to Swanson Development for the improved ROW (estimated at \$2.85 million). The proposed Developer's Agreement would require the City to obtain environmental permits, provide City permits, perform geotechnical testing, and provide acceptance letter to Swanson Properties once work is completed. The proposed Developer's Agreement would require the Developer to complete earthwork and install drainage pipes on the property and sell property necessary for ROW and easements.

Council had no questions and no action was needed. This was presented for Council information only; after additional negotiations, Mr. Griffith will bring full agreement Council for review and approval.

**5. Agreement with Trimble Technology for Maintenance and Support Services (Information Technology).** Margaret Ann Green, Business Systems Manager, presented a Council Communication requesting approval of the Trimble Technology (aka Azteca Systems, LLC) Conversation and Support Agreement, subject to final legal review, for maintenance and support services for converting the Cityworks subscription model to Cityworks Online service. The two-year contract totals \$491,000 and will continue to be paid from the operating budget.

Mr. Maxwell inquired whether it was less or more expensive to go directly through Trimble. Ms. Green stated it is not less expensive but will provide features the City currently does not have, including creating reports, working with payment processors through the Finance Department, and providing online services to the public such as permit application, tracking and payment.

Ms. Averwater made a motion to approve the agreement with Trimble Technology (aka Azteca Systems, LLC), subject to final legal review. 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

**6. SSR Task Order Departmental Arc Flash Study (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication requesting approval of SSR Task Order 25420130 to perform an Arc Flash Study at the WTP, WWRRF and all pump stations, required by the National Fire Protection Association (NFPA) as a safety measure. The expense of \$129,260 (hourly not to exceed) would be funded by the Department's Working Capital Reserves.

Mr. Maxwell made a motion to approve the SSR Task Order 25420130. 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

**7. Cumberland International Truck, Inc. Contract (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication requesting approval of the contract with Cumberland International Truck, Inc. for the purchase of a 2025 International HX620 Dump Truck. The expense, \$182,289.61, will be funded by MWRD's FY25 rate funded capital budget.

Mr. Wade made a motion to approve the purchase and contract with Cumberland International Truck, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

#### **Board and Commission Appointments**

No board and commission appointments were presented.

#### **Licensing**

No beer permits were presented.

#### **Payment of Statements**

No payment of statements was presented.

#### **Other Business**

No other business was presented.

#### **Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 6:33 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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







## City of Murfreesboro City Council – Regular Session

Thursday, March 27, 2025, 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, March 27, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, February 25, 2025.

#### Council Members Present

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

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

#### City Representatives Present

Darren Gore, City Manager  
Adam Tucker, City Attorney  
Sam Huddleston, Assistant City Manager  
Amanda DeRosia, Finance Director  
Brad Hennessee, Facilities Maintenance Director  
Scott Elliott, Manager of Project Development  
Cathy Smith, Purchasing Director  
Valerie Smith, Water Resources Director  
Trey Duke, Director of Murfreesboro City Schools  
Daniel Owens, Finance Director of City Schools  
Alan Bozeman, Director of Communications  
Matthew Jarratt, Director of Information Technology  
Nate Williams, Executive Director of Recreational Services  
Jim Kerr, Transportation Director  
Russ Brashear, Assistant Transportation Director  
Michael Bowen, Chief of Police  
Mark McCluskey, Chief of Fire Rescue  
Greg McKnight, Executive Director of Development Services  
Angela Jackson, Executive Director of Strategic Services  
Mike Browning, Public Information Officer  
Raven Bozeman, Executive Assistant  
Other City Staff

#### 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 asked if there were any registered speakers for public comment on actionable agenda items. Amanda DeRosia, Finance Director, indicated one person, Matt Taylor, had registered to speak. Mayor McFarland inquired if Mr. Taylor was present to speak. Ms. Averwater stated that he was not there.

### **Consent Agenda**

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

- 1. Professional Services Agreement for Old Fort Park, Ballfield and Parking Renovations (Facilities)**
- 2. Professional Services Agreement for Ceiling Renovations at Bradley Academy (Facilities)**
- 3. Asphalt and Concrete Purchase Report (Street)**
- 4. Murfreesboro Transit Center Contingency Allowance Allocation (Project Development)**
- 5. Amendment Number 1 to Kimley Horn's Professional Services Agreement (Project Development)**
- 6. CIP Transfer Reallocation (Finance)**
- 7. RFCSP Approval Community Development (Purchasing)**
- 8. RFCSP Approval for Parks and Recreation (Purchasing)**
- 9. JBS Task Order No. 25-02 River Raw Water Pump No. 1 (Water Resources)**
- 10. Sewer Blasting Participation-Rucker Donnell-Hwy 99 at Veterans Parkway (Water Resources)**
- 11. Thompson Lane Widening-ELI Engineering Design Amendment No. 3 (Water Resources)**

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

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

Shane McFarland

**Nay:** None

### **New Business**

#### **Resolution**

**12. Resolution 25-R-04 Schools Budget Amendment #7 (Schools).** Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication requesting Council approve

Resolution 25-R-04 amending the FY25 General Purpose Fund as presented. The resolution titled, “RESOLUTION 25-R-04 amending the Fiscal Year 2025 (hereafter “FY2025”) Murfreesboro City Schools Budget (7<sup>th</sup> Amendment)” was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 25-R-04. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### **Ordinance**

#### **13. Ordinance 25-O-08 Murfreesboro Cable TV Structure Changes (Communications).**

Alan Bozeman, Director of Communications, presented a Council Communication to amend the City Code regarding structural changes for Murfreesboro Cable TV. The ordinance titled, “ORDINANCE 25-O-08 amending the Murfreesboro City Code, Chapter 2, Administration, Article X. Cable Commission and Chapter 36, Cable Communications, Sections 36-2, 36-4, 36-10, 36-14, and 36-16, dissolving the Murfreesboro Cable Commission” was offered for passage on first reading.

Mr. Maxwell made a motion to approve Ordinance 25-O-08 on first reading. 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

### **On Motion**

**14. Adams Tennis Complex Court Resurface Project (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting Council approve an agreement with Sports Surface Pros. LLC for resurfacing of 8 indoor and 16 outdoor courts at Adams Tennis Complex. The expense, \$138, 600, is funded by FY25 CIP.

Mr. Maxwell made a motion to approve the agreement with Sports Surface Pros, LLC. 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

**15. Microsoft Enterprise Agreement (Information Technology).** Matthew Jarratt, Director of Information Technology, presented a Council Communication requesting Council approve the renewal of a three-year enterprise agreement of Microsoft 365 under the State of Tennessee's Restricted State-Wide Contract #3999 NASPO Commercial Off-The-Shelf Software Contract with Insight Public Sector, Inc. The annual cost with the subscription of Microsoft 365 hosted services is \$471,338.77 per year.

Mr. Maxwell inquired about the cost and what the City receives at an average of \$355/user license versus the average non-government consumer. Mr. Jarrett explained several of the enhanced services the City receives including security, Microsoft Teams conferencing (meetings and voice chat), multi-factor authentication (MFA), and archiving emails for maintaining open records retention requirements.

Mr. Wade made a motion to approve the agreement with Insight Public Sector, 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

**16. Renewal of IT Managed Security (Information Technology).** Matthew Jarratt, Director of Information Technology, presented a Council Communication requesting Council approve the contract renewal of IT managed security services for City and Water Resources including cybersecurity monitoring service which provides 24/7 monitoring and threat detection following industry best practices. The expense, \$520,552, is funded from the IT and Water Resources operation budgets.

Mr. Maxwell made a motion to approve the presented contract for renewal of IT Managed Security. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**17. Contract with Dickson County Equipment for Purchase of Maintenance Equipment (Parks).** Nate Williams, Executive Director of Recreational Services, presented a Council Communication requesting Council approve a contract with Dickson County Equipment, Inc. for the purchase of maintenance equipment for proper maintenance of Murfreesboro's growing park system. The expense, \$211,500, is funded through FY25 CIP.

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

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

**Nay:** None

Mayor McFarland asked Mr. Williams to update everyone on what will be taking place tomorrow, March 28, 2025. Mr. Williams invited the public to attend the Veterans Park groundbreaking at 10:00 a.m. on March 28, 2025.

**18. Veterans Park Materials Engineering and Testing Services Task Order No. 18 (Project Development).** Scott Elliott, Manager of Project Development, presented a Council Communication requesting Council approval of Task Order No. 18 with TTL, Inc. for Construction Materials Engineering and Testing Services during the construction of Veterans Park. The expense, \$118,881, is funded by FY25 CIP Budget.

Ms. Averwater made a motion to approve Task Order No. 18 with TTL, Inc. 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

**19. Construction Contract for the Rutherford Adaptive Signal Control Technology Project (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication

requesting Council approve the agreement with S & W Contracting Company, LLC for construction of the Rutherford Adaptive Signal Control Technology (ASCT) project. The ASCT project will take place on Rutherford Boulevard and Northfield Boulevard. The estimated cost of the project, \$5,357,752 including a five percent (5%) contingency, is funded by federal funds and local funds.

Mr. Maxwell made a motion to approve the construction contract with S & W Contracting Company, LLC. 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

**20. Addendum No. 2 for Construction Administration for the Rutherford Adaptive Signal Control Project (Transportation).** Jim Kerr, Director of Transportation, presented a Council Communication and documents requesting Council approve Addendum No. 2 with Neel-Schaffer, Inc. for engineering services for construction of the Rutherford Adaptive Signal Control Technologies (ASCT) project. The expense, \$357,323, is funded by federal funds.

Mr. Maxwell made a motion to approve Addendum No. 2 with Neel-Schaffer, Inc. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**21. Contract with Dynamic Security (Transportation).** Russ Brashear, Assistant Transportation Director, presented a Council Communication requesting Council approve a contract with Dynamic Security, Inc. to provide unarmed security services at the Murfreesboro Transit Center. The base contract cost, \$98,750, is funded by the department operating budget.

Ms. Scales Harris made a motion to approve the contract with Dynamic Security, 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

**22. Murfreesboro Major Transportation Plan Update (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication requesting Council approve Task Order No. 11 with Neel-Schaffer, Inc. for updating the Major Transportation Plan. The update allows the City to develop an accurate needs assessment and allow staff to prioritize infrastructure projects. The expense, \$194,610, is funded by State Street Aid.

Mr. Wade made a motion to approve Task Order No. 11 with Neel-Schaffer, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**23. Cherry Lane Corridor Study Proposal (I-840 to I-24) (Administration).** Darren Gore, City Manager, presented a Council Communication and documents requesting Council approve the professional services agreement with Ragan-Smith Associates, subject to legal review, for the Cherry Lane corridor study between Interstate 840 and Interstate 24. The expense, \$515,745, is funded from the Planning Department's FY25 operating budget. Kevin Gunther from Ragan-Smith Associates presented a PowerPoint presentation regarding the Cherry Lane Master Plan Study.

Mr. Wright stated that there is a property in this area whose owners have been working with City staff and he does not think it is fair to that property owner to proceed with this study and stop their project. He would like to see either 1) pull them out of the study or 2) let that project go through the process and see whether the project passes or fails. Mr. Maxwell and Ms. Scales Harris agreed with Mr. Wright's proposal.

Mayor McFarland stated he sympathizes with the property owner, but the property owner has been told multiple times what was being proposed on that site is against the land use study and that there are many things that have changed on that property, especially with TDOT recommendations. Mayor McFarland did not endorse the project either way, but stated Council needs to develop infrastructure or have studies in place regarding infrastructure before development occurs to best serve the public. If the Cherry Lane Corridor Study is not done right



the first time, it will cause significant issues in the future regarding transportation options within the City. He stated he is in agreement if the project is allowed to go through the process.

Mayor McFarland requested Mr. Gore send information to Council regarding the timeline of the property development, specifically what has happened the last 9-10 months. Mr. Gore stated, from a transportation component, this area needs to stay in the study, but he understands Council would like the project to be released to allow them to proceed in the development process.

Discussion ensued regarding properties brought in the study near the corridor and the timeline of the study. Mr. Guenther stated the goal is to have the study completed within 9 months and that they could consider proposed development and the study concurrently. A motion was made by Mr. Wright and Mayor McFarland clarified and divided the motion into two motions as follows, that each received a motion, second and roll call vote.

Mr. Wright made a motion to approve the Cherry Lane Corridor Study Plan with Ragan-Smith Associates. 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,  
Shane McFarland

**Nay:** None

Mr. Wright made a motion to allow the two properties within the study plan and City limits (Elizabeth Hord Property at Map 70 Parcel 7.03 and Mary Hord Haymore Property at Map 70 Parcel 7.02) and site plans or development plans currently entitled by zoning or already annexed into the City to go through the planning process and not be held in the moratorium. 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,  
Shane McFarland

**Nay:** None

**24. Shared Cost for Repairs to Firing Range at the Rutherford County Sheriff's Office (Police).** Michael Bowen, Chief of Police, presented a Council Communication requesting Council approve cost sharing for the repairs needed at the Rutherford County Sheriff's Office firing range.

Murfreesboro Police Department has been a partner agency regarding use and maintenance of the facility. Pursuant to Section 7 of the Agreement between Rutherford County, Rutherford County Sheriff's Office and the City for financing and operation of the firing range, the City's share of the expense is \$405,147. The expense of \$208,000 will be funded by the department's FY25 operating budget and the remaining \$197,247 will be funded from unforeseen.

Mr. Maxwell made a motion to approve cost sharing of repairs to the firing range at the Rutherford County Sheriff Office. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**25. City Judge Employment Agreement (Council).** Adam Tucker, City Attorney, presented a Council Communication requesting Council approve the employment agreement for City Judge between the City of Murfreesboro and Ewing Sellers. The salary and benefits to be paid under the agreement are budgeted for in the City's FY2025 budget.

Ms. Averwater made a motion to approve the employment agreement for City Judge between the City of Murfreesboro and Ewing Sellers. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**Abstain:** Austin Maxwell

### **Board and Commission Appointments**

No board and commission appointments were presented.

### **Licensing**

**26. Beer Permits (Finance).** Amanda DeRosia, Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

#### Regular Beer Permits

- Delicias Markets, 810 Northwest Broad Street, Suite 218 (grocery/market, new location)
- Neighbors Murfreesboro, 2512 Roby Corlew Lane (restaurant/new location)
- Crab Fever, 1720 Old Fort Parkway, Suite C170 (restaurant/ownership change)

### Special Event Beer Permits

- Oaklands Association, 04/13/2025. 5<sup>th</sup> Annual Ar- “beer”-etum, 900 & 901 North Maney Avenue.
- Oaklands Association, 05/10/2025, Spring Craft Fair, 900 & 901 North Maney Avenue.
- Oaklands Association, 05/24/2025, The Spring Party, 900 & 901 North Maney Avenue.
- Oaklands Association, 08/09/2025, Membership Dinner, 900 & 901 North Maney Avenue.
- Oaklands Association, 09/06/2025, Fall Craft Fair, 900 & 901 North Maney Avenue.
- Oaklands Association, 09/27/2025, Oktoberfest, 900 & 901 North Maney Avenue.
- Oaklands Association, 10/16/2025, Oaklands After Dark Evening Tours and Pumpkin Patch, 900 & 901 North Maney Avenue.
- Oaklands Association, 10/17/2025, Oaklands After Dark Evening Tours and Pumpkin Patch, 900 & 901 North Maney Avenue.
- Oaklands Association, 12/05/2025, Christmas Dinner, 900 & 901 North Maney Avenue.

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

Mr. Wade made a motion to approve the Regular and Special Event Beer 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,  
Shane McFarland

**Nay:** None

### **Payment of Statements**

No payment of statements was presented.

### **Other Business**

**27. Purchase of First Due Software (Fire).** Mark McCluskey, Chief of Fire Rescue, presented a Council Communication and documents requesting Council approval of a contract between Locality Media, Inc. dba First Due and the City of Murfreesboro for Carasoft software. The expense of \$139,850 is funded from the Fire Department’s FY25 budget.

Ms. Averwater made a motion to approve the contract with Locality Media, Inc. dba First Due. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**Rutherford County Commission Regarding Solid Waste.** Mr. Maxwell stated the Rutherford County Commission met for a special meeting on March 26, 2025 and voted 16 to 5 to support Ms. Barrett’s resolution for solid waste and that he find the Commission’s support of the resolution encouraging. He also mentioned the debate between the County Mayor and Republic Services.

Mr. Maxwell presented a book to Madelyn Scales Harris regarding African American history within Rutherford County and stated it mentioned several people from the Scales family.

**Future Meetings.** Mr. Gore stated Council will not meet on Thursday, April 3, 2025, but will meet on Thursday, April 10, 2025, for Workshop.

**Middle Point Landfill.** During the Workshop Meeting, Ms. Barrett of the Rutherford County Commission has requested to present a resolution to Council requesting TDEC enforce limiting trash coming to Middle Point Landfill from outside the region. The region consists of Rutherford County, Cannon County, Coffee County, and Warren County.

**Airport Award.** Mayor McFarland recognized the Murfreesboro Municipal Airport being awarded \$4 million in the Governor’s supplemental budget for the runway protection zone. Mayor McFarland thanked the Governor, Senator White, Senator Reeves, Representative Charlie Baum, Tim Rudd, Bryan Terry, Robert Stevens, and Mike Sparks for their help to the City of Murfreesboro.

**Veterans Park Groundbreaking Ceremony.** Mayor McFarland reminded Council, staff, and citizens about the Veterans Park groundbreaking at 10:00 a.m. on March 28, 2025.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 6:57 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



## City of Murfreesboro City Council – Workshop Regular Session

Thursday, April 10, 2025 at 11:30 am  
Municipal Airport Business Center  
1930 Memorial Boulevard  
Murfreesboro, Tennessee

### MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:30 a.m. on Thursday, April 10, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, March 25, 2025.

#### **Council Members Present**

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

#### **City Representatives Present**

Darren Gore, City Manager  
Adam Tucker, City Attorney  
Erin Tucker, City Recorder/ Chief Financial Officer  
Angela Jackson, Executive Director of Strategic Services  
Amanda DeRosia, Finance Director  
Cary Gensemer, Deputy Chief of Police  
Chad Gehrke, Airport Director  
Daniel Owens, Finance Director of City Schools  
Doug Swann, Water Resources Finance Director  
Greg McKnight, Executive Director of Development  
Jim Kerr, Transportation Director  
Kevin Jones, Building and Codes Director  
Lauren Bush, City Schools Attorney  
Lesley Short, Assistant Finance Director  
Melanie Joy Peterson, City Clerk  
Mark McCluskey, Chief of Fire Rescue  
Matt Jarrett, Director of Information Technology  
Michael Bowen, Chief of Police  
Nate Williams, Executive Director of Recreational Services  
Russell Gossett, Solid Waste Director  
Teresa Stevens, Sign Administrator  
Dr. Trey Duke, Director of City Schools  
Valerie Smith, Water Resources Director  
Raven Bozeman, Executive Assistant  
Other City Staff

#### **Prayer and Pledge of Allegiance**

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

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

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

#### **Action Items**

**1. Ordinance 23-O-30 Amending City Code, Chapter 4, Alcoholic Beverages (2nd and Final Reading) (Finance).** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication to amend the City Code Chapter 4, Alcoholic Beverages, including liquor, wine, and beer. The ordinance titled, “ORDINANCE 23-O-30 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, including liquor, wine and beer.” was offered for passage on second and final reading.

Ms. Averwater made a motion to approve Ordinance 23-O-30 on second 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

**2. MFRD Mobile Data Terminal Upgrades (Information Technology).** Matt Jarrett, Director of Information Technology, presented a Council Communication requesting Council approve a contract with Insight Public Sector to upgrade Mobile Data Terminals (MDTs) for Murfreesboro Fire Rescue Department. The expense, \$143,089, will be funded from FY25 CIP.

Mr. Wade made a motion to approve the contract with Insight Public Sector to upgrade Mobile Data Terminals (MDTs) for Murfreesboro Fire Rescue Department. 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

**3. Resolution 25-R-12 Supporting the Central Tennessee Regional Solid Waste Planning Board (City Council).** Darren Gore, City Manager, presented a Council Communication requesting Council approve Resolution 25-R-12 which communicates the Council’s support of the Central Tennessee Regional Solid Waste Planning Board (“CTRSWPB”) and calls on the Tennessee Department of Environment and Conservation and the Underground Storage Tanks and Solid Waste Disposal Control Board to enforce the flow-control measures adopted by the CTRSWB.

Donna Barrett, Secretary of the CTRSWPB, addressed Council thanking them for their support regarding the lawsuit for landfill expansion next phase to better control landfill and solid waste resolution will be part of larger packet that will also include resolutions from the CTRSWPB and Rutherford County asking TDEC to enforce the Board’s resolution to be presented to State Legislature. Council members thanked Ms. Barrett for her work and research regarding this issue. Ms. Barrett clarified information regarding the CTRSWPB and what they do.

The resolution titled “RESOLUTION 25-R-12 supporting the actions of the Central Tennessee Regional Solid Waste Planning Board” was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 25-R-12. 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

#### **Workshop Items**

**4. City Schools Budget Preview (Schools).** Dr. Trey Duke, Director of City Schools, presented a Council Communication and PowerPoint presentation providing Council with a preview of City Schools revenue projections and budget for the 2025-2026 school year.

Dr. Duke stated student enrollment projections estimate a 1.27% increase for the 2025-2026 school year. Enrollment is becoming more difficult to project with charter schools and the passage of school vouchers. During his presentation, Dr. Duke reviewed the weighted full time

equivalent ADA, enrollment summary, revenue projections, property tax projections, 2025-2026 budget impact, fund balance history, fund balance impact, and long-term impact. Revenue projections sources include state funds, county property tax and county sales tax and the City of Murfreesboro. Dr. Duke explained that property tax revenue projections from FY22 through FY25 have decreased by approximately \$7 million dollars (approximately \$2.9 million annually) due to Rutherford County moving pennies that would have gone to Murfreesboro City Schools into an Education Capital Projects budget that only Rutherford County Schools has access to.

Discussion among Council members and City staff ensued regarding property tax funds apportioned from Rutherford County. Ms. Scales Harris asked where budget cuts would come from. Dr. Duke stated with COVID and ESSR money gone, the going to be a tight budget with the Rutherford County budget also being reduced. He explained Junior Pro basketball was cut from the budget, but ESP is self-funded and budget neutral.

A law went into effect in 2013 for a one-time event that prompted a change allowing Rutherford County to revise appropriation of school funds to divert funds into capital projects, but this has continued and is negatively affecting Murfreesboro City Schools. The City educates children that are within Rutherford County. Approximately 9,400 families are paying both City of Murfreesboro and Rutherford County taxes, and Murfreesboro City Schools children are not benefiting from the Rutherford County Schools Capital Projects Fund. Mr. Wright asked Darren Gore, City Manager, if CityTV would do a piece to educate City residents on this issue. If this issue continues, it will increase the City's budget by \$0.04 and currently is hurting City Schools.

Vice Mayor Shacklett said the City should handle this as a "fairness" issue. Dr. Duke explained that MCS can absorb this year by dipping into reserves, but it will not be able to continue this path. Mr. Wright said this has been happening for 3 years the nice way and now we need to go about it a little differently by addressing it publicly. Mr. Maxwell and Mr. Wright said that state law needs to change. Mr. Maxwell asked Mr. Gore to review the past few years to show how the City has helped County Schools. Mr. Gore agreed he would investigate the issue. This information was provided to Council as notification only and no vote was necessary.

**5. Electronic Message Center-Sign Ordinance Update (Building Codes).** Teresa Stevens, Sign Administrator, presented a Council Communication and PowerPoint presentation



requesting Council review and provide feedback on possible use of Electronic Message Centers and an amendment to the Sign Ordinance. An Electronic Message Center (EMC) is a sign that displays text, images or other information electronically and can be updated remotely or automatically. Ms. Stevens reviewed what an EMC sign specification may be for the City of Murfreesboro due to sign industry standards and turned the floor over to Chad Gehkre, Airport Manager, who presented a PowerPoint presentation regarding how an EMC sign would benefit the airport and the design specifications for the sign.

Darren Gore, City Manager, asked the Council to provide staff with specifications for what industry and EMC signs should be approved for. Mayor McFarland asked if they could only include gas station price signs. Ms. Averwater asked about ways to limit electronic signs including static signs, when signs can change, height, and other limitations. Discussion ensued. No action was taken.

**6. Water & Sewer Rate Design Review (Water Resources).** Valerie Smith, Director of Water Resources, provided a Council Communication and presentation requesting Council review and provide feedback of water and sewer 5-year rate design to support the FY26 budget and associated cost recoveries. Water fund revenues are estimated to increase by \$330,000; \$85,000 associated with customer growth and \$245,000 due to the proposed increase in the commodity charge for existing customers. Sewer fund revenues are estimated to increase by approximately \$850,000 based upon growth in the customer base and a \$0.25 increase in proposed minimum charge increase on existing customers. No action was needed.

**7. Solid Waste Fee Review (Administration).** Darren Gore, City Manager, provided a Council Communication and presented a PowerPoint presentation reviewing documents previously recommended solid waste fee increases and cost recovery for solid waste expenses. Mr. Gore provided a Solid Waste Fee Review Report showing the proposed FY26 projected expenses and revenues for the solid waste department. As indicated the proposed scheduled increase of fees adjusts weekly residential curbside pickup from \$11.50 to \$13.50 per month. It adjusts bi-weekly commercial curbside pickup outside the City Core Overlay (2,370 carts) from \$40 to \$45 per month. The fee for commercial carts inside the City Core Overlay, approximately 780, remains at \$30 per month for bi-weekly pickup. The other items including charges for bulk

item pick-up, loose grass clippings and larger volume brush and limb pickups, solid waste cart replacement, and special event service are not being proposed to change. The FY26 budget anticipates that the proposed fee adjustment will provide an additional \$1.5 million in revenue to cover around 70% of the estimated \$13.6 million in solid waste expenses. A solid waste fee adjustment resolution will be drafted and reflect the background information provided and will be presented at a future regular Council meeting for consideration. No action was needed.

**8. Stormwater Fee Review (Administration).** Darren Gore, City Manager, provided a Council Communication and presented a PowerPoint presentation reviewing stormwater fee increases to fund anticipated capital improvement projects. Staff recommended increasing the stormwater fee from \$3.25 per single family residential equivalent per month to \$3.50 in FY26 and \$3.75 in FY27. This is an increase of 7.6% and 7.1%, respectively and equates to \$0.25 per month or \$3.00 per year per residence for the next two years. These increases are projected to increase revenues by approximately \$340,000-\$350,000 annually for the next two years, assuming future growth remains consistent with past growth. Adopting the fee increases as recommended would afford a revenue enhancement of approximately \$340,000 in FY26 and \$350,000 in FY27. This information was provided to Council as notification only and no vote was necessary.

**9. General Fund Payroll Slippage Impact on Pro Forma (Administration).** Darren Gore, City Manager, provided a Council Communication and presented a PowerPoint presentation reviewing general fund pro forma from the October 2024 Council Retreat and demonstrated sensitivity analysis associated with payroll slippage assumptions. With the implementation of public safety pay raises and the general fund pay plan adjustment, projected payroll slippage savings are coming in below what was expected, thus reducing an anticipated revenue source. For this review, staff provided a sensitivity analysis to demonstrate how a 1.5%, 2.5% and 3.5% payroll slippage impacts the overall revenue requirement between FY26 and FY33, or eight years. A 1% increase or decrease in payroll slippage has a \$14,500,000 impact over an eight year period currently projected. Staff are continuing to enhance the pro forma to include other budgetary factors and fine-tune the assumptions involving future debt service and other

sources of revenue. This information was provided to Council as notification only and no vote was necessary.

**10. CIP Transfers (Finance).** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding notification of CIP transfers. Transfers include transfer of CIP Funds between the Bond Fund and General Fund for Town Creek, Medical Center Parkway 2, Burnt Knob, Manson, Blackman, Dr. Martin Luther King, Jr. Boulevard, Rucker Lane, Old Fort Park Ballfield Improvement, and Land Acquisition/Contingency. This information was provided to Council as notification only and no vote was necessary.

**11. January 2025 & February 2025 Dashboard (Administration).** Erin Tucker, City Recorder/ Chief Financial Officer, provided a Council Communication and documents including January 2025 and February 2025 Dashboard. The Dashboard information includes relevant Financial, Building & Codes, and Construction data. This update was for informational purposes only and no action was required.

#### **Board & Commission Appointments**

No board and commission appointments were presented.

#### **Licensing**

**12. Beer Permits Revocation (Finance).** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding a Beer Permit Revocation. The application from the following applicants was approved at the Council meeting on March 27, 2025, in error. The permit has not been issued, and it is recommended that the initial approval be revoked for Crab Fever, 170 Old Fort Parkway, Suite C170 (ownership change, restaurant).

Mr. Maxwell made a motion to approve the Beer Permit Revocation. 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

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

Regular Beer Permits

- Camino Mexican Restaurant, 2450 Old Fort Parkway (new location, restaurant)
- Hank’s, 2333 Memorial Boulevard (ownership change, restaurant)
- Middle Ground Brewing, 2476 Old Fort Parkway (catering, brewery)
- Uncle Maddio’s Pizza, 124A Wendelwood Drive, Suite A (ownership change, restaurant)
- Whisky and Sticks Speakeasy, 630 Northwest Broad Street (new location, cigar lounge)

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

Mr. Maxwell made a motion to approve the Beer Permits. 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

**Nay:** None

**Abstain:** Shane McFarland

**Payment of Statements**

No payment of statements was presented.

**Other Business**

**TDOT Road Projects.** Mr. Maxwell and Mayor McFarland commended Jim Kerr, Director of Transportation, and his team for their hard work on securing additional funding from TDOT for the 2031 plan for Old Fort Parkway expansion project and Cherry Lane / 840 Interchange project.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 1:24 p.m.

\_\_\_\_\_  
SHANE MCFARLAND  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



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

Thursday, April 17, 2025 at 5:30 pm  
City Council Chambers  
111 West Vine Street, Murfreesboro, TN

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:37 p.m. on Thursday, April 17, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, March 25, 2025.

**Council Members Present**

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

Shawn Wright 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  
Mike Browning, Public Information Officer  
Melanie Joy Peterson, City Clerk  
Other City Staff

**Public Comment**

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment and acknowledged that one person had registered to speak. Mayor McFarland provided instructions about the public comment session and invited those present to come forward when they heard their name. The following individual addressed the Council.

1. Amaya Epperson of 2413 Yearwood Avenue is a student at MTSU from Columbia, South Carolina. Ms. Epperson presented a proposal for a new City of Murfreesboro event titled “Live, Loud, and Local – Murfreesboro.” Ms. Epperson provided each Council member with a folder of materials regarding her comments and suggestions.

Council members commended Ms. Epperson for her involvement and provided suggestions to move her idea forward.

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

There being no further business, Mayor McFarland adjourned the meeting at 5:43 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



## City of Murfreesboro City Council – Regular Session

Thursday, April 17, 2025 at 6:00 pm  
City Council Chambers  
111 West Vine Street, Murfreesboro, TN

### MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, April 17, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, March 25, 2025.

#### Council Members Present

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

Shawn Wright was absent and excused from this meeting.

#### City Staff Attendance

Darren Gore, City Manager  
Adam Tucker, City Attorney  
Erin Tucker, City Recorder/ Chief Financial Officer  
Alan Bozeman, Communications Director  
Brad Barbee, Principal Planner  
Greg McKnight, Executive Director of Development  
Holly Smyth, Principal Planner  
Matthew Blomeley, Assistant Planning Director  
Ryan Hulsey, Airport Manager  
Sam Huddleston, Assistant City Manager  
Seth Russell, Emergency Communications Director.  
Steve Jarrell, Deputy Chief of Police  
Teresa Stevens, Sign Administrator  
Trey Duke, Director of Murfreesboro City Schools  
Valerie Smith, Water Resources Director  
Melanie Joy Peterson, City Clerk  
Other City Staff

#### Prayer and Pledge of Allegiance

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

#### Public Comment on Actionable Agenda Items

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. No one spoke at public comment on actionable agenda items.

### **Ceremonial Items**

**Proclamation: National Public Safety Telecommunicators Week.** Mayor Shane McFarland presented a Proclamation to Seth Russell, Emergency Communications Director. Mayor Shane McFarland, on behalf of the entire City Council, proclaimed April 13-19, 2025 to observe National Public Safety Telecommunicators Week and asked that all citizens join him in expressing appreciation to the City of Murfreesboro's Emergency Communications Personnel for their hard work and dedication.

**Recognition: 2025 Public Safety Telecommunicator of the Year, Christian Powers.** Mayor Shane McFarland invited Mr. Russell to explain the award and provide accolades and recognition of Christian Powers. Mayor McFarland congratulated Mr. Powers and thanked all the telecommunicators for what they do for the people of Murfreesboro.

### **Consent Agenda**

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

- 1. Affordable Housing Program (Community Development)**
- 2. Beer Permits (Finance)**
- 3. Wine Sales Certificate of Compliance - Delicias Markets (Finance)**
- 4. Mandatory Referral for Abandonment of a Portion of Blackman Road Right-of-Way (Planning)**
- 5. Mandatory Referral for Abandonment of Portions of a Drainage Easement Along Dejarnette Lane (Planning)**
- 6. Cintas Citywide Agreement – Addendum to Uniform and Product Agreement (Street)**
- 7. Purchase of Broce RCT-50 Broom with accessories from Power Equipment Company (Street)**
- 8. Asphalt and Concrete Purchase Report (Street)**
- 9. Stones River Water Treatment Plant (SRWTP) Chemical Contract Extensions - Brenntag Mid-South, Inc., Hawkins, Inc., Southeastern Tank, Inc., Univar Solutions USA, Inc., Chemtrade Chemical US, LLC, Carmeuse Lime & Stone, Inc., Polydyne, Inc., (Water Resources)**
- 10. Asphalt Purchases Report (Water Resources)**

Mr. Wade made a motion to approve the Consent Agenda. 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,  
Shane McFarland

**Nay:** None

## **Old Business**

### **Ordinance**

**11. Ordinance 25-O-08 Murfreesboro Cable TV Structure Changes (2<sup>nd</sup> and Final Reading) (Communications).** The ordinance titled, "ORDINANCE 25-O-08 amending the Murfreesboro City Code, Chapter 2, Administration, Article X. Cable Commission and Chapter 36, Cable Communications, Sections 36-2, 36-4, 36-14 and 36-16, dissolving the Murfreesboro Cable Commission," which passed its first reading on March 27, 2025, was offered for passage on second and final reading.

Ms. Averwater made a motion to approve Ordinance 25-O-08 on second and final reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

## **New Business**

### **Land Use Matters**

**12. Rezoning Property Along East Street (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documentation regarding rezoning approximately 0.24 acres located along East Street and West Street. A public hearing date was set by the City Manager and notice of public hearing was published on March 25, 2025, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

**12a. Public Hearing: Rezone 0.24 acres.** Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and providing instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

**12b. Ordinance 25-OZ-11 (1<sup>st</sup> Reading).** The ordinance titled, “ORDINANCE 25-OZ-11 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.24 acres located along East Street and West Street from Residential Multi-Family Sixteen (RM-16) District to Single-Family Residential Four (RS-4) District; Elijah Montgomery and Nancy Morris, applicant [2025-401],” was offered for passage on its first reading.

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

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

**Nay:** None

**13. Rezoning Property Along Greenland Drive (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documentation regarding rezoning approximately 0.82 acres located along the north side of Greenland Drive across from the MTSU campus. Planning Commission conducted a public hearing on March 5, 2025 and recommended approval based on two conditions. The applicant has revised its plan to meet these conditions. Mr. Bryant Grover from SEC presented a PowerPoint presentation on the Greenland Heights development including topics such as existing conditions, future land use, site photos, proposed PUD site plan, setbacks and land-use, architectural characteristics, ingress/egress, amenities, landscape standards, and requested exceptions.

A public hearing date was set by the City Manager and notice of public hearing was published on March 25, 2025, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

**13a. Public Hearing: Rezone 0.82 acres.** Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and providing 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.

**13b. Ordinance 25-OZ-13 (1<sup>st</sup> Reading).** The ordinance titled, “ORDINANCE 25-OZ-13 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as

heretofore amended and as now in force and effect, to rezone approximately 0.82 acres located along Greenland Drive from Single-Family Residential Ten (RS-10) District to Planned Unit Development (PUD) District (Greenland Heights PUD); Rajesh Aggarwal, applicant [2025-403],” was offered for passage on its first reading.

Mr. Wade made a motion to approve Ordinance 25-OZ-13 on first reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**14. Amending the PCD Zoning for Property Along Joe B. Jackson Parkway.** Matthew Blomeley, Assistant Planning Director, presented a Council Communication, documentation and PowerPoint presentation regarding amending the Cannonsburg Place PCD zoning of approximately 23.4 acres located at the southeast corner of Joe B. Jackson Parkway and Shelbyville Pike. A public hearing date was set by the City Manager and notice of public hearing was published on March 25, 2025, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter. Mayor McFarland commented that Planning asked if parking was being taken away. Mr. Blomeley said it was. Mayor McFarland stated that it was important that the City ensure businesses are not using designated parking spaces that are supposed to be used for parking for other uses. Mr. Blomeley stated that is a constant battle, but they will continue to work on that.

**14a. Public Hearing: Amend the zoning on 23.4 acres.** Mayor McFarland initiated a public hearing, welcoming comments on amending the PCD zoning and providing 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.

**14b. Ordinance 25-OZ-12 (1<sup>st</sup> Reading).** The ordinance titled, “ORDINANCE 25-OZ-12 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 23.4 acres in the Planned Commercial Development (PCD) District (Cannonsburg Place PCD) located along Joe B. Jackson Parkway and Shelbyville Pike, as indicated on the

attached map, Wal-Mart Real Estate Business Trust, applicant [2025-402],” was offered for passage on its first reading.

Mr. Wade made a motion to approve Ordinance 25-OZ-12 on first reading. 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,  
Shane McFarland

**Nay:** None

**15. Amending Conditions of Approval for an Existing Outside the City Sewer Customer for Property Along Epps Mill Road and Capital Way (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents requesting Council approval amending the previous conditions of approval for outside the City sewer service on approximately 46 acres located at the northwest corner of Epps Mill Road and Capital Way. On April 9, 2025, the Planning Commission voted to recommend that the City Council approve this request subject to the following amended conditions:

1. The total allocation of sanitary sewer to the subject property combined shall not exceed the amount of sanitary sewer capacity already allocated to Parcel 27.00.
2. A City equivalent zoning classification of G-I (General Industrial) shall be assigned to the property.
3. Parcel 27.00 was deemed as “grandfathered” for sewer service in November 2019 by the Water Resources Department as it had an executed development contract with the City.

Mr. Maxwell made a motion to approve amendments to conditions of approval as recommended in the Council Communication. 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,  
Shane McFarland

**Nay:** None

**16. Sewer Allocation Variance - North Thompson Lane – Restaurant (YMCA Subdivision, Future Lot 2) (Planning).** Brad Barbee, Principal Planner, presented a Council

Communication and documentation requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 6 sfu's for a proposed restaurant. Staff have reviewed the application and support the request.

Discussion ensued regarding traffic flow concerns and use of the area.

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:

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

**Nay:** Austin Maxwell

**17. Sewer Allocation Variance- North Thompson Lane – Restaurant (YMCA Subdivision, Future Lot 3) (Planning).** Brad Barbee, Principal Planner, presented a Council Communication and documents requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 28 sfu's for a proposed restaurant. Staff have reviewed the application and support the request.

Mr. Wade made a motion to approve the sewer allocation variance. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** Austin Maxwell

## **Ordinance**

### **18. Amending the Sign Ordinance – Second-Floor Signs (Building and Codes & Planning).**

Teresa Stevens, Sign Administrator, presented a Council Communication and documentation regarding amending the Sign Ordinance Article 1, Section 25.2-2 (Definitions and Interpretation) and Article 2, Section 25.2-26 (On-site permanent sign requirements) regarding “second-floor signs.” This would only apply to PUD and GDO. A public hearing date was set by the City Manager and notice of public hearing was published on March 25, 2025, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

**18a. Public Hearing: Amending the Sign Ordinance.** Mayor McFarland initiated a public hearing, welcoming comments on the sign ordinance amendment and providing 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.

**18b. Ordinance 25-O-14 Second-Floor Signs (1<sup>st</sup> Reading).** The ordinance titled, “ORDINANCE 25-O-14 amending the Murfreesboro City Code, Chapter 25.2, Signs, Sections 25.2-2 and 25.2-26, regarding second-floor signs, Murfreesboro Building and Codes Department, applicant [2025-801],” was offered for passage on its first reading.

Ms. Scales Harris made a motion to approve Ordinance 25-O-14 on first reading. 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, Shane McFarland

**Nay:** None

**Abstain:** Jami Averwater

#### **Resolution**

**19. Resolution 25-R-11 FY25 Budget Amendment No. 8 (Schools).** Dr. Trey Duke, Director of City Schools, presented a Council Communication requesting Council amend the FY25 General Purpose fund of the schools budget, as presented. The resolution titled, “RESOLUTION 25-R-11 amending the Fiscal Year 2025 (hereafter “FY2025”) 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 25-R-11. 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, Shane McFarland

**Nay:** None

**20. Resolution 25-R-13 Regarding the Possession, Use, and Consumption of Beer, Wine, and Alcoholic Beverages at Old Fort Golf Course (Golf).** Adam Tucker, City Attorney, presented a Council Communication requesting Council amend the rules governing the possession, use, and consumption of beer wine, and alcoholic beverages at Old Fort Golf Course. The resolution titled, “RESOLUTION 25-R-13 regarding the possession, use and consumption of beer, wine and alcoholic beverages at Old Fort Golf Course,” was offered for passage on its first and only reading.

Mr. Wade made a motion to approve Resolution 25-R-13. 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,  
Shane McFarland

**Nay:** None

**21. Resolution 25-R-14 Solid Waste Fee Schedule Adjustment (Administration).** Darren Gore, City Manager, presented a Council Communication requesting Council approve Resolution 25-R-14 adjusting solid waste fees. The resolution titled, "RESOLUTION 25-R-14 adopting Solid Waste Collection and Disposal Fee Schedule," was offered for passage on its first and only reading.

Vice Mayor Shacklett made a motion to approve Resolution 25-R-14. 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,  
Shane McFarland

**Nay:** None

#### **On Motion**

**22. Purchase of Special Education Bus (Schools).** Dr. Trey Duke, Director of City Schools, presented a Council Communication and documents requesting the purchase of a 48-passenger special education school bus from Mid-South Bus Center, Inc. The cost of this purchase, \$164,950, is funded through County Shared Bonds previously approved by City Council.

Ms. Scales Harris, made a motion to approve the purchase and contract with Mid-South Bus Center, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**23. Purchase of Vesta 911 Command Posts from Motorola (Police).** Steve Jarrell, Deputy Chief of Police, presented a Council Communication and documents requesting the purchase of two Vesta 911 command posts from Motorola Solutions, Inc to create a mobile dispatch option

for the Emergency Communication Center to provide 911/non-emergency capabilities in an event requiring relocation from police headquarters to another site. The purchase of \$72,028 is provided for in the department's FY25 operating budget.

Mr. Maxwell made a motion to approve the purchase and contract with Motorola Solutions, Inc. 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,  
Shane McFarland

**Nay:** None

**24. Purchase of Flock Public Safety Camera System (Police).** Steve Jarrell, Deputy Chief of Police, presented a Council Communication and documents requesting the purchase of twenty-two Flock public safety camera systems from Insight Public Sector to increase coverage across the City to assist in investigations and prosecution of criminal activity. The \$488,000 cost of equipment is funded by the Violent Crime Intervention Fund Grant.

Ms. Scales Harris made a motion to approve the purchase and contract with Insight Public Sector. 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,  
Shane McFarland

**Nay:** None

**25. Proposed Annual Adjustment to Rental Rates (Airport).** Ryan Hulsey, Airport Manager, presented a Council Communication and documentation requesting Council approve a four percent (4%) increase in rental rates of various airport facilities starting on July 1, 2025.

Vice Mayor Shacklett made a motion to approve the four percent (4%) increase in rental rates of various airport facilities starting on July 1, 2025 as indicated in the agenda materials. 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,  
Shane McFarland

**Nay:** None



**26. Stones River Water Treatment Plant (SRWTP) Distribution Isolation Valve Replacement Project (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication, documents, and PowerPoint presentation requesting Council approval of a contract with Cumberland Valley Constructors for the Stones River Water Treatment Plant (SRWTP) Distribution Isolation Valve Replacement Project at the Stones River Water Treatment Plant in the amount of \$633,000.

Mr. Wade made a motion to approve the contract with Cumberland Valley Constructors for the SRWTP Distribution Isolation Valve Replacement Project. 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,  
Shane McFarland

**Nay:** None

**27. Stones River Water Treatment Plant (SRWTP) Flat Roof Repairs (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting Council approval of a proposal from Weatherproofing Technologies, Inc. based upon an OMNIA Partners contract for flat roof repairs at the Stones River Water Treatment Plant, pending Legal and Purchasing Department approval, in the amount of \$212,152.

Ms. Scales Harris made a motion to approve the contract with Weatherproofing Technologies, Inc., pending Legal and Purchasing approval, for flat roof repairs at the Stones River Water Treatment Plant. 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,  
Shane McFarland

**Nay:** None

**28. Stones River Water Treatment Plant (SRWTP) Lagoon Residuals Removal (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting Council approval of Amendment No. 1 to the contract with Slurry Systems Company for lagoon residuals removal at the Stones River Water Treatment Plant (SRWTP) in the amount of \$498,000. The total cost for this contract including this amendment is \$996,000.

Mr. Maxwell made a motion to approve Amendment No. 1 to the contract with Slurry Systems Company for lagoon residuals removal at the SRWTP. 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,  
Shane McFarland

**Nay:** None

**29. Task Order 16 for Construction Phase Services Town Creek Daylighting Project (Administration).** Sam Huddleston, Assistant City Manager, presented a Council Communication and documents requesting Council approval of Task Order 16 under the Master Services Agreement with Griggs and Maloney for Construction Phase Assistance for Town Creek Daylighting. Mr. Huddleston also requested reallocation of CIP funds from Vine/Front Street realignment to Town Creek Construction. Task Order 16 with a Not To Exceed budget of \$1,510,000 will be funded from reallocated CIP funds.

Ms. Scales Harris made a motion to approve Task Order 16 and the CIP 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,  
Shane McFarland

**Nay:** None

#### **Board and Commission Appointments**

**30. Murfreesboro Housing Authority (Mayor).** Mayor McFarland presented a Council Communication proposal recommending following appointment to the Murfreesboro Housing Authority to fill the vacancy left by Charlie Teasley. Mr. Teasley served for 34 years. Mayor McFarland thanked him for his hard work and guidance during his tenure.

- Bill Jakes, Term expiration May 3, 2030

Mr. Maxwell made a motion to approve the appointment. 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,  
Shane McFarland

**Nay:** None

## Licensing

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

### Special Event Beer Permit

- First Shot Foundation on 4/28/2025 for Golf Scramble Fundraiser at 1028 Golf Lane

Applicant met requirements for the Beer Permit and was recommended for approval pending Special Event Permit issuance.

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

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

**Nay:** None

## Payment of Statements

No payment of statements was presented.

## Other Business

**Future Meetings.** Council and staff discussed possible May 2025 meeting dates.

Mr. Maxwell recognized Public Commenter that set through the entire Council meeting.

## Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 7:14 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Workshop Regular Session**

Thursday, February 8, 2024 at 11:30 am  
Municipal Airport Business Center  
1930 Memorial Boulevard  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:30 a.m. on Thursday, February 8, 2024.

**Council Members Present**

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

Madelyn Scales Harris was absent and excused from this meeting.

**City Representatives Present**

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder / Finance Director  
Erin Tucker, Budget Director  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Matthew Blomeley, Assistant Planning Director  
Brad Barbee, Planner  
Angela Jackson, Executive Director of Strategic Services  
Karen Lampert, Grant Manager  
Mark Wood, Police Sergeant  
Greg McKnight, Executive Director of Development  
Nate Williams, Executive Director of Recreational Services  
Randolph Wilkerson, Human Resources Director

**Prayer and Pledge of Allegiance**

Mayor McFarland called the meeting to order. He read memorials about two City employees who passed away this past week, David Bricker, Firefighter, and Franklin Norville Smith, Traffic Signal Technician. Mayor McFarland commenced the meeting with a moment of silence followed by the Pledge of Allegiance.

**Public Comment on Actionable Agenda Items**

No one registered to speak at public comment on actionable agenda items.

**Action Items**

**1. Presentation of FY 2023 Audit Report (Finance).** James R. Jobe, of Jobe, Hastings, and Associates presented the FY2023 Annual Comprehensive Financial Report. Mr. Jobe thanked all that assisted with the audit and stated Council was provided a copy of the report and was published on the City website. Jobe, Hastings, and Associates submits the report to the Government Finance Officers Association in Chicago, IL for a Certificate of Achievement. The Report for the City of Murfreesboro has received this award for the 25<sup>th</sup> year. Only approximately 10% of the City's in Tennessee receive this award. Mr. Jobe summarized Audit Report topics including independent auditor report, management discussions and analysis, government-wide financial statements, statement of net position, statement of activities, general fund expenditures compared to the budget for the year, notes to financial statements, statistical section (10-year comparison), and single audit section.

In a City of Murfreesboro's size, you would expect findings. There was only one finding in CDBG. They have spoken with the department and are working to resolve the finding. Discussion ensued.

Vice Mayor Shacklett made a motion to approve the FY2023 Audit Report. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

Kirt Wade left the meeting.

**2. Ordinance 23-OZ-44 Rezoning Property Along Northwest Broad Street (Second and Final Reading) (Planning).** The ordinance titled, "ORDINANCE 23-OZ-44 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 7.3 acres located along Northwest Broad Street and West Vine Street from Highway Commercial (CH) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District (Keystone on Broad PUD) and City Core Overlay (CCO) District, approximately 0.1 acres from Central Business (CBD) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District and City Core Overlay (CCO) District, and approximately 0.4 acres from Highway Commercial (CH) District and City Core Overlay (CCO) District to Central Business (CBD) District and City Core Overlay (CCO) District; HRP Residential, applicant, [2023-418]" which passed its first reading on January 25, 2024, was offered for passage

on second and final reading. Matthew Blomeley, Assistant Planning Director, was available for questions. There were no questions.

Vice Mayor Shacklett made a motion to approve Ordinance 23-OZ-44 on second and final reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

**Aye:** Jami Averwater, Austin Maxwell, Bill Shacklett, Shane McFarland

**Nay:** Shawn Wright

**Absent:** Kirt Wade

**3. Mandatory Referral for Abandonment of a Public Utility Easement along Doctor Martin Luther King Jr. Blvd. (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication requesting approval to allow abandonment of two portions of a public utility easement along Doctor Martin Luther King, Jr. Boulevard in the Mercury Plaza Shopping Center. Planning Commission and Water Resources Board both recommended approval. Staff recommended approval, subject to conditions outlined in the Council Communication.

Ms. Averwater made a motion to approve the mandatory referral, subject to conditions outlined in the Council Communication. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**Absent:** Kirt Wade

**4. Mandatory Referral for Abandonment of a Sanitary Sewer Easement along Saint Andrews Drive. (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication requesting approval to allow abandonment of a portion of a sanitary sewer easement along Saint Andrews Drive for the Murfreesboro Autism Clinic. Planning Commission and Water Resources Board both recommended approval. Staff recommended approval, subject to conditions outlined in the Council Communication.

Mr. Wright made a motion to approve the mandatory referral, subject to conditions outlined in the Council Communication. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**Absent:** Kirt Wade

**5. Sewer Allocation Variance – South Rutherford Boulevard – Hearthwood Commercial Center (Planning).** Brad Barbee, Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 25 sfu’s for the proposed commercial buildings located along with east side of South Rutherford Boulevard, north of Chandler Place. The Planning Department and Water Resources Department have reviewed the application and support the request.

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:

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

**Nay:** None

**Absent:** Kirt Wade

Kirt Wade returned to the meeting.

**6. Sewer Allocation Variance – South Church Street – Panda Express Commercial Center (Planning).** Brad Barbee, Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 6.3 sfu’s for an existing commercial building located at 2925 South Church Street. The Planning Department and Water Resources Department have reviewed the application and support the request.

Discussion ensued regarding the reason for the variance and potential of reviewing and revising sewer allocation regulations to reduce the number of variance requests. Mayor McFarland asked staff to review and return to Council with recommendations.

Mr. Wright 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:

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

**Nay:** None

## **Workshop Items**

**7. Continuum of Care Update (Administration).** Kristen Swann, Vice President of Collective Impact and Strategic Initiatives with United Way of Rutherford and Cannon Counties, presented information to Council regarding an update on the local Continuum of Care and homeless response system. Ms. Swann summarized how United Way reviews ALICE data (Asset Limited Income Constrained Employed aka the “working poor”). These are people who are working but are

still not able to afford the true cost of living. Fifty percent (50%) of people in Rutherford County are at the ALICE threshold or below, which means they are living paycheck to paycheck and when a crisis happens, they are unprepared and may become homeless. Ms. Swann reviewed additional homeless data and those waiting for services.

Continuum of Care is a collection of agencies and people in our community that are working to respond to homelessness in Rutherford County. United Way has new roles as Collaborative Applicant, Coordinated Entry Lead and Homeless Management Information Systems (HMIS) Lead positions. Ms. Swann updated Council on other aspects of Continuum of Care including the use of 2-1-1 and connecting individuals to agencies and services.

**8. 2024 Murfreesboro Community Investment Trust (MCIT) Charitable Contribution Funding Recommendations (Administration).** Craig Tindall, City Manager, presented a Council Communication and documents requesting Council approve the recommendations by the Murfreesboro Community Investment Trust Board for 2024 charitable grant funding. Discussion ensued.

Ms. Averwater made a motion to approve the Murfreesboro Community Investment Trust Board recommendations for 2024 charitable grant funding. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**9. Restatement of the Employee Handbook (Administration).** Craig Tindall, City Manager, presented a Council Communication and documents regarding introduction to the updating and reformatting of the City's Employee Handbook. Mr. Tindall and staff are suggesting a restatement that would create two primary manuals: Employment Policy Manual and Administrative Directives Manual and two supplemental documents: Employee Services Manual and Safety Manual. Mr. Tindall outlined the timeline for staff and Council review, approval and implementation. Discussion ensued regarding the policy requiring those who handle money to be out of the office for five consecutive days.

**10. December 2023 Dashboard (Administration).** Erin Tucker, Budget Director, presented a Council Communication and documents regarding December 2023 Dashboard, December Impact Fee Report and City Schools December Dashboard. There were no questions and no action was needed.



## **Board & Commission Appointments**

No board and commission appointments were presented.

## **Licensing**

No beer permits were presented.

## **Payment of Statements**

No payment of statements was presented.

## **Other Business**

**CIP Reallocation (Administration).** Erin Tucker, Budget Director, presented a proposal to reallocate CIP funds from land acquisition/contingency costs/preliminary design to additional City facilities to close out the fire stations reroofing project in the amount of \$14,474.87.

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

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

**Nay:** None

**FY25 Budget Calendar (Administration).** Erin Tucker, Budget Director, presented the FY25 Budget Calendar outlining the suggested date, responsible party, required activity and reference for each item on the calendar. Ms. Tucker asked Council to communicate any calendar conflicts or goals or initiatives they would like to see addressed in the next fiscal year's budget.

**Next Council Meeting.** Craig Tindall, City Manager, stated the next meeting would be Thursday, February 15, 2024, for public comment and regular night meeting. The same afternoon is the Chamber lunch at the Embassy Suites.

Mr. Maxwell stated he has two wishes for the upcoming budget: 1) recreation (west-side facility, City schools ball fields, and ice rink) and 2) considering capacity for senior housing.

Mayor McFarland asked Mr. Tindall to put on a future Council agenda discussing use of the property on 96 through the Sports Authority. The possibility of building a recreational facility and/or hotel in cooperation with private industry. He also mentioned possibility of additional pool or ice rink.

## **Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 12:59 p.m.

\_\_\_\_\_  
SHANE MCFARLAND  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Regular Session**

Thursday, February 15, 2024, at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, February 15, 2024.

**Council Members Present**

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

Austin Maxwell was absent and excused from this meeting.

**City Representatives Present**

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder / Finance Director  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Randolph Wilkerson, Human Resources Director  
Chris Griffith, Executive Director of Public Infrastructure  
Chad Gehrke, Airport Director  
Jim Kerr, Transportation Director

**Prayer and Pledge of Allegiance**

Mayor McFarland called the meeting to order. Mr. Wade commenced the meeting with a prayer followed by the Pledge of Allegiance led by Boy Scout Troop 538 from St. Rose of Lima Church.

**Ceremonial Items**

**STARS Award for January 2024.** Randolph Wilkerson, Human Resources Director, presented the STARS Award for the month of January upon Ridge McMahan, Fire Engineer, Payton Ashburn, Firefighter and Alexis Rodriguez, Firefighter of the Fire Rescue Department. They were nominated for the award by Captain Lance Sutton for going above and beyond their normal firefighting duties by taking the time to pay attention to the scene they were called upon. They remained vigilant, alert, and quick thinking resulting in a patient being removed from a dangerous situation.

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

Mayor McFarland confirmed that no speakers signed up for public comment on actionable agenda items and moved to the next item on the agenda.

## **Consent Agenda**

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

- 1. Subrecipient Amendment with Volunteer Behavioral Health (Administration).**
- 2. Housing Rehabilitation 1110 Wingate Street Change Order (Community Development).**
- 3. Patterson Park Pool Decking Renovations (Facilities).**
- 4. Wine Sales Certificate of Compliance – Circle K #4703805 (Finance).**
- 5. Wine Sales Certificate of Compliance – Twice Daily (Finance).**
- 6. Retail Liquor Certificate of Compliance – Warrior Wine & Spirits – Ownership Change (Finance).**
- 7. Amendment of Old Fort Golf Course Renovation Project Contract (Golf)**
- 8. Main Street Banner Request (Street).**
- 9. Relocation Payment – Cherry Lane III (Transportation).**
- 10. Bradyville Pike Reconstruction Supplement Request No. 2 for Right-of-Way Acquisition (Transportation).**
- 11. Asphalt Purchases Report (Water Resources).**
- ~~12. Customer Information System Annual Support (Water Resources).~~ Removed from the Agenda.**

Mr. Wade made a motion to approve the Consent Agenda, except Agenda Item 12. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

## **New Business**

### **Resolution**

**13. Resolution 24-R-03 Development Agreement for Construction of Industrial Access off South Rutherford Boulevard (Engineering).** Chris Griffith, Executive Director Public Infrastructure, presented a Council Communication requesting Council adopt Resolution 24-R-03 and approve Project Berryman SIA Agreement with B&H Capital Developers, LLC. The resolution titled, “RESOLUTION 24-R-03 requesting assistance from the Tennessee Department of Transportation for roadway improvements associated with development of sites for B&H Capital Developments, LLC (hereafter “B&H”)” was offered for passage on its first and only reading.

Vice Mayor Shacklett made a motion to approve Resolution 24-R-03. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**14. Resolution 24-R-04 Public Entity Partners Safety Equipment Grant Acceptance (Human Resources).** Randolph Wilkerson, Human Resources Director, presented a Council Communication requesting Council adopt Resolution 24-R-04 accepting three Public Entity Partners (PEP) matching grant funds for safety equipment and training. The resolution titled, “RESOLUTION 24-R-04 authorizing the City of Murfreesboro to participate in Public Entity Partners Safety Partners Matching Grant Program, Cyber Security Matching Grant Program, and Driver Training Grant Program” was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 24-R-04. Mr. Wade seconded the motion.

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

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

**Nay:** None

On Motion

**15. Construction Contract for Installation of Fuel Farm (Airport).** Chad Gehrke, Airport Director, presented a Council Communication requesting approval for a construction contract with Rebel Services, LLC to construct and install aviation fuel farm equipment at the Murfreesboro Airport. The expense of \$666,730 is funded by the FY21 CIP.

Vice Mayor Shacklett made a motion to approve the construction contract with Rebel Services, LLC. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**16. Acquisition of Property for Cherry Lane Phase III – Tract I (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication requesting authorization to acquire Tract 1 for the construction of Cherry Lane Phase III and to authorize the City Manager to sign documents for completion of the real estate purchase. The property appraised for \$965,700. Consistent with federal guidelines, the owners of the property have submitted a request for an Administrative Settlement in the amount of \$1,062,270, a 10% increase over the appraisal, which staff recommends. The expense is funded by 80% federal funds and 20% local funds. The local portion of \$212,454 is funded by the FY21 CIP Budget.

Ms. Scales Harris made a motion to approve the acquisition of Tract 1 for the construction of Cherry Lane Phase III and to authorize the City Manager to sign documents for completion of the real estate purchase. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**17. Acquisition of Property for Cherry Lane Phase III – Tract 3 (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication requesting authorization to acquire Tract 3 for the construction of Cherry Lane Phase III and to authorize the City Manager to sign documents for completion of the real estate purchase. The property appraised for \$421,000. Consistent with federal guidelines, the owners of the tract have submitted a request for an Administrative Settlement in the amount of \$463,100, a 10% increase over the appraisal, which staff recommends. The expense is funded by 80% federal funds and 20% local funds. The local portion of \$92,620 is funded by the FY21 CIP Budget.

Ms. Averwater made a motion to approve the to approve the acquisition of Tract 3 for the construction of Cherry Lane Phase III and to authorize the City Manager to sign documents for completion of the real estate purchase. . Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**18. Annual Pavement Marking Contract Award (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication requesting approval of the 2023-2024 Annual Pavement Marking Contract with Pope Striping Corp. and Volunteer Paving, LLC. This contract has a one-year term and can be renewed up to four additional years. The primary funding source for the contract is from State Street Aid, which is the local share of the State's gasoline tax.

Mr. Wade made a motion to approve the 2023-2024 Annual Pavement Marking Contract with Pope Striping Corp. and Volunteer Paving, LLC. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**19. Full-Scale Biosolids Thermal Dryer Engineering Construction Services Task Order**

**(Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval of Amendment No. 1 to Task Order No. 2241030.0 with Smith Seckman and Reid (SSR) to incorporate engineering services for the construction administration services required to complete the full-scale biosolids drying project at the City's Water Resources Recovery Facility (WRRF). The expense of \$546,000 is being funded by Water Resources Department working capital reserves.

Mr. Wade made a motion to approve Amendment No. 1 to Task Order No. 2241030.0 with Smith Seckman and Reid (SSR). Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**20. Headworks Recommissioning Design and Construction Services Task Order (Water**

**Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval of Engineering Task Order No. 2341044.0 with Smith Seckman and Reid (SSR) to design and provide construction administration services required to complete the proposed upgrades and recommissioning of the Water Resources Recovery Facility (WRRF) decommissioned headworks building. The expense of \$770,375 is being funded by Water Resources Department working capital reserves.

Ms. Averwater made a motion to approve Engineering Task Order No. 2341044.0 with Smith Seckman and Reid (SSR). Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**21. Mechanical and Electrical Services Contract Extension (Water Resources).**

Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval of a Second Extension of the Agreement with John Bouchard and Sons Co. (JB&S) for mechanical and electrical services. All task order expenses are quantified on a task-by-

task basis using established contract unit prices and are funded through Water Resources Department operating budget or the Department's working capital reserves.

Ms. Scales Harris made a motion to approve the Second Extension of the Agreement with John Bouchard and Sons Co. (JB&S) for mechanical and electrical services. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### **Board and Commission Appointments**

No board and commission appointments were presented.

### **Licensing**

**22. Beer Permits (Finance).** Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

#### Regular Beer Permits

- Slice N Spin Co., 107 South Maney Street (Restaurant, Ownership/Name/Permit Type Change)
- Graveyard Gallery, 517 W. Main Street Suite D & E (Music Venue, New Location)
- Heroes Den, 1257 NW Broad Street (Nightclub/Bar, New Location)

#### Special Event Beer Permits

- Children's Museum Corp. DBA Discovery Center
  - Annual Wine & Whiskey Fundraiser, 502 SE Broad Street, March 15, 2024
  - Annual Shakesbeer Fundraiser, 502 SE Broad Street, May 3, 2024
  - Secret Garden Party Fundraiser, 1542 Bear Branch Cove, June 7, 2024

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

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

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

**Nay:** None

### **Payment of Statements (Finance).**

Mayor McFarland confirmed with Jennifer Brown, City Recorder/ Finance Director, that there were four statements to consider. Ms. Brown confirmed this and explained there were two invoices from Sherrard Roe for \$92,266.04 and \$81,889.20 and two invoices from Davis Environmental



Attorneys for \$60,859.25 and \$194,066.51 to be paid from the General Fund Legal FY24 Operating Budget. The City Attorney emailed Council regarding these invoices earlier in the week.

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

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

**Nay:** None

#### **Other Business**

**2021 Bond Custodial Account with US Bank.** Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication requesting to transfer the remaining balance of unspent 2021 Bond funds to a custodial account with U.S. Bank. Ms. Brown requested approval to enter a Custodial and Disbursement Agreement with U.S. Bank National Association and to authorize City Recorder Jennifer Brown to execute agreements and transactions on behalf of the City as evidenced in Exhibit C to the agreement.

Ms. Averwater made a motion to approve the Custodial and Disbursement Agreement with U.S. Bank National Association and to authorize City Recorder to execute agreements and transactions on behalf of the City as evidenced in Exhibit C to the agreement. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**Next Council Meeting.** Craig Tindall, City Manager, stated that Council would meet next Thursday, March 7, 2024 and there would be public hearings. Mayor McFarland stated he would not be at that meeting.

#### **Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 6:20 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Regular Session**

Thursday, February 22, 2024, at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, February 22, 2024.

**Council Members Present**

Vice Mayor 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  
Jennifer Brown, City Recorder / Finance Director  
Darren Gore, Assistant City Manager/ Water Resources Director  
Matthew Blomeley, Assistant Planning Director  
Brad Hennessee, Facilities Maintenance Director  
Kyle Lingo, Assistant Director of Fleet Services  
Raymond Hillis, Executive Director of Public Works  
Russ Brashear, Assistant Transportation Director

**Prayer and Pledge of Allegiance**

Vice Mayor Shacklett 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**

Vice Mayor Shacklett confirmed that no speakers signed up for public comment on actionable agenda items and moved to the next item on the agenda.

**New Business**

**Land Use Matters**

**1. Rezoning property along Medical Center Parkway (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 31.3 acres located along Medical Center Parkway, Tune Avenue, and Williams Drive. The public hearing resolution titled, “RESOLUTION 24-R-PH-02 fixing the time for

holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 31.3 acres located along Medical Center Parkway, Williams Drive and Tune Avenue from Mixed Use (MU), Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District to Planned Unit Development (PUD) District (Fountains at Gateway PUD), Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District; Hearthstone Properties, applicant, [2023-421]” was adopted by City Council on January 25, 2024 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on February 6, 2024. Mr. Blomeley stated that a public hearing was required on the matter. Tyler Thayer and Kevin Guenther of the design team, representing the applicant, Hearthstone Properties, presented PowerPoint presentations on the project regarding The Fountains at Gateway.

**1a. Public Hearing: Rezone 31.3 acres.** Vice Mayor Shacklett initiated a public hearing, welcoming comments on the zoning amendment and providing instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Vice Mayor Shacklett concluded the public hearing.

**1b. Ordinance 24-OZ-02 (First Reading).** The ordinance titled, “ORDINANCE 24-OZ-02 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 31.3 acres located along Medical Center Parkway, Williams Drive and Tune Avenue from Mixed Use (MU), Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District to Planned Unit Development (PUD) District (Fountains at Gateway PUD), Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District; Hearthstone Properties, applicant, [2023-421]” was offered for passage on its first reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-02 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

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

**Nay:** None

#### **On Motion**

**2. Bleacher Renovations (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting Council approve a contract with Toadvine Enterprises, Inc. for

purchase and installation of bleacher replacements at Bradley Academy, Michell-Neilson Elementary, Reeves-Rogers Elementary, and Discovery School. The expense of \$316,794 is funded from County shared bond proceeds.

Mr. Wade made a motion to approve the contract with Toadvine Enterprises, 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, Kirt Wade, Shawn Wright, Bill Shacklett

**Nay:** None

**3. Bulk Purchase of Petroleum Products Contract Renewal, Amendment No. 1 (Fleet).**

Kyle Lingo, Assistant Director of Fleet Services, presented a Council Communication requesting approval of Amendment No. 1 for a contract renewal with Hunter Oil Company for the bulk purchase of petroleum products to be used in all City vehicles and equipment. Expenditures under the agreement are dependent on the Department's needs and are funded by the Fleet Services' annual operating budget.

Mr. Maxwell made a motion to approve Amendment No. 1 for a contract renewal with Hunter Oil Company. 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

**4. Murfreesboro Transit Center Contingency Allowance Allocation (Project Development).** Darren Gore, Assistant City Manager/ Water Resources Director, presented an informational Council Communication regarding the Report of Murfreesboro Transit Center contract contingency allocation identifying change request tracking in the project. The amount of the increased expense, \$47,737, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843. This was provided as information only and no action was necessary.

**5. LeeBoy Grader Purchase (Street).** Raymond Hillis, Executive Director of Public Works, presented a Council Communication requesting approval to contract with Power Equipment Company for the purchase of a LeeBoy 685D Motor Grader with accessories as listed. Funding for this purchase totaling \$241,612 will be paid from the Risk Management Fund, as the grader was struck and totaled in a motor vehicle accident in the snow event of January 2024.

Ms. Scales Harris made a motion to approve the purchase and contract with Power Equipment Company. 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

**5. Contract with GenFare, LLC (Transportation).** Russ Brashear, Assistant Transportation Director, presented a Council Communication requesting approval of a contract with Genfare, LLC for the purchase of electronic fare boxes and fleet mechanic staff training to properly maintain the fareboxes and extend their useful life. The expenditure of \$71,200 is funded by the Department's FY24 budget.

Mr. Wade made a motion to approve the contract with Genfare, LLC. 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

**7. Customer Information System Annual Support Contract (Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval of a contract with N. Harris Computer Corporation for Customer Information System (CIS) annual support for calendar years 2024 through 2028. The FY24 expense of \$139,122 is funded from the FY24 Water Resources annual operating budget. Future FY25-FY28 Water Resources operating budgets will account for annual payments in the amount of \$629,617.

Mr. Wade made a motion to approve the contract with N. Harris Computer Corporation. 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

## **Board and Commission Appointments**

**8. Public Building Authority (Administration).** Vice Mayor Shacklett presented Mayor McFarland's Council Communication proposal regarding reappointment of the following Public Building Authority members. The Board consists of 7 members appointed by the Mayor and approved by the City Council for six-year terms.

- John C. Jones, Jr., Term expiration January 1, 2030
- Don Witherspoon, Term expiration January 1, 2030

Ms. Averwater made a motion to approve the reappointments to the Public Building Authority. 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

## **Licensing**

**9. Beer Permits (Finance).** Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

### Regular Beer Permits

- Mobil Foodmart, 2374 Old Fort Parkway (Convenient Store/Gas, Ownership Change)

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

Mr. Wright made a motion to approve the Beer 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**

Mr. Wade requested City staff add two items to a future Council agenda: 1) firefighters 14-step pay process and retention and 2) food truck rally location options such as the plaza or Vine Street.

**Next Council Meeting.** Craig Tindall, City Manager, stated the next regular Council meeting will be Thursday March 7, 2024, and will include public hearings. There will also be a Council workshop on Thursday, March 14, 2024.

## **Adjourn**

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

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BILL SHACKLETT  
VICE MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



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

Thursday, March 7, 2024 at 5:30 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, March 7, 2024.

**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

**Public Comment**

Mayor McFarland provided instructions about the public comment session and invited those present to come forward when they heard their name. The following individual was registered to speak, but was not present and did not address Council.

1. Jim Boyd, 1302 Doctor Martin Luther King Jr. Boulevard, Unit 38.

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

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

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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





**City of Murfreesboro**  
**City Council – Regular Session**

Thursday, March 7, 2024, at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, March 7, 2024.

**Council Members Present**

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

Kirt Wade and 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  
Darren Gore, Assistant City Manager/ Water Resources Director (until 7/1/2024)  
Sam Huddleston, Assistant City Manager  
Matthew Blomeley, Assistant Planning Director  
Dr. Trey Duke, Director of Murfreesboro City Schools  
Michael Bowen, Chief of Police

**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 confirmed that no speakers signed up for public comment on actionable agenda items and moved to the next item on the agenda.

**Consent Agenda**

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

- 1. Lease for Wee Care Day Care (Administration)**
- 2. Town Creek Task Orders 11-12 (Planning)**
- 3. 2140 Thompson Lane Renovations Change Order No. 2 (Project Development)**
- 4. Banner Over Main Street Request – Exchange Club of Rutherford County (Street)**
- 5. Asphalt Purchases Report (Water Resources)**
- 6. SRWTP Distribution Isolation Valves Replacement Project (Water Resources)**

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

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

**Nay:** None

## **Old Business**

### **Land Use Matters**

**7. Ordinance 24-OZ-02 Rezoning property along Medical Center Parkway (Second and Final Reading) (Planning).** The ordinance titled, “ORDINANCE 24-OZ-02 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 31.3 acres located along Medical Center Parkway, Williams Drive and Tune Avenue from Mixed Use (MU), Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District to Planned Unit Development (PUD) District (Fountains at Gateway PUD), Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District; Hearthstone Properties, applicant, [2023-421]" which passed its first reading on February 22, 2024, was offered for passage on second and final reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-02 on second and final reading. 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, Shane McFarland

**Nay:** None

## **New Business**

### **Resolution**

**8. Resolution 24-R-02 FY24 Budget Amendment # 6 (Schools).** Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication requesting approval of Resolution 24-R-02 amending the FY24 Schools Central Cafeteria Fund and General Purpose Fund to budget additional revenue from USDA and donations for the Robotics Program. The resolution titled, “RESOLUTION 24-R-02 amending the Fiscal Year 2024 (hereafter “FY2024”) Murfreesboro City Schools Budget (6th Amendment)” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-02. 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, Shane McFarland

**Nay:** None

### **Land Use Matters**

**9. Plan of Services, Annexation, and Zoning for property along Blackman Road (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the plan of services, annexation and zoning of approximately 21.4 and 20.3 acres, respectively, located along the west side of Blackman Road north of Burnt Knob Road (near the Shelton Square Development). The public hearing resolution titled, “RESOLUTION 24-R-PH-03 fixing the time for Public Hearings to consider (1) adoption of a Plan of Services for and annexation of approximately 21.4 acres located along Blackman Road, including approximately 1,265 linear feet of Blackman Road right-of-way and (2) zoning of approximately 19.6 acres located along Blackman Road to Planned Residential Development (PRD) District (The Village PRD – approx. 14.91 acres) and Planned Commercial Development (PCD) District (The Village PCD – approx. 4.71 acres); which have been proposed to be annexed to the City of Murfreesboro, Tennessee, Bob Parks and 360 Development, applicants [2023-507 & 2023-420]” was adopted by City Council on January 25, 2024 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on February 20, 2024. Mr. Blomeley stated that a public hearing was required on the matter.

**9a. Public Hearing: Plan of Services and Annexation.** Mayor McFarland initiated a public hearing, welcoming comments on the plan of services and annexation and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

**9b. Resolution 24-R-PS-03 Plan of Services.** The resolution titled, “RESOLUTION 24-R-PS-03 to adopt a Plan of Services for approximately 21.4 acres located along Blackman Road, including approximately 1,265 linear feet of Blackman Road right-of-way, Bob Parks, applicant [2023-507]” was offered for passage on its first and only reading.

Vice Mayor Shacklett made a motion to approve Resolution 24-R-PS-03 on first and only reading. 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, Shane McFarland

**Nay:** None

**9c. Resolution 24-R-A-03 Annexation.** The resolution titled, “RESOLUTION 24-R-A-03 to annex approximately 21.4 acres located along Blackman Road, including approximately 1,265 linear feet of Blackman Road right-of-way (Tax Map 78, Parcel 3.02 – 3.4 acres; Tax Map 78, Parcel 3.03 – 16.0 acres; Tax Map 78, Parcel 3.19 – 0.43 acres; Tax Map 78, Parcel 3.20 – 0.46 acres; Blackman Road Right-of-Way – 1,265 linear feet); and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Bob Parks, applicant [2023-507]” was offered for passage on its first and only reading.

Vice Mayor Shacklett made a motion to approve Resolution 24-R-A-03 on first and only reading. 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, Shane McFarland

**Nay:** None

**9d. Public Hearing : Zone 20.3 acres.** Matthew Blomeley, Assistant Planning Director, presented information about the request to zone the 20.3 acres to The Village PRD (Planned Residential Development) and The Village PCD (Planned Commercial Development), simultaneous with annexation. Mr. Blomeley introduced Matt Taylor, of SEC. Mr. Taylor presented a PowerPoint presentation regarding The Village, a Planned Residential Development and Planned Commercial Development, including an overview, site design, detached building design, commercial building design, landscape design, amenity design, allowable uses, access, and exceptions.

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

**9e. Ordinance 24-OZ-03 (First Reading).** The ordinance titled, “ORDINANCE 24-OZ-03 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 19.6 acres along Blackman Road as Planned Residential Development (PRD) District (The Village PRD – approx. 14.91 acres) and Planned Commercial Development (PCD) District (The Village PCD – approx. 4.71 acres) simultaneous with annexation; 360 Development, applicant [2023-420]” was offered for passage on first reading.

Ms. Scales Harris made a motion to approve Ordinance 24-OZ-03 on first reading. 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, Shane McFarland

**Nay:** None

**10. Plan of Services, Annexation, and Zoning from property along Veterans Parkway (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the plan of services, annexation and zoning of approximately 112.5 and 106.4 acres respectively, located along Veterans Parkway east of Saint Andrews Drive. The public hearing resolution titled, “RESOLUTION 24-R-PH-04 fixing the time for Public Hearings to consider (1) adoption of a Plan of Services for and annexation of approximately 112.5 acres located along Veterans Parkway, including approximately 1,475 linear feet of Veterans Parkway right-of-way and (2) zoning of approximately 106.4 acres located along Veterans Parkway to Planned Residential Development (PRD) District (Prater Farms PRD); which have been proposed to be annexed to the City of Murfreesboro, Tennessee, Kathy Davis, Howard Barley Yeargan, Randall Robinson, Jr., and Ole South Properties, applicants [2023-506 & 2023-419]” was adopted by City Council on January 25, 2024 and set the public hearing date. Notice of public hearing was published in the *Murfreesboro Post* on February 20, 2024. Mr. Blomeley stated that a public hearing was required on the matter.

**10a. Public Hearing: Plan of Services and Annexation.** Mayor McFarland initiated a public hearing, welcoming comments on the plan of services and annexation and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

**10b. Resolution 24-R-PS-04 Plan of Services.** The resolution titled, “RESOLUTION 24-R-PS-04 to adopt a Plan of Services for approximately 112.5 acres located along Veterans Parkway, including approximately 1,475 linear feet of Veterans Parkway right-of-way, Kathy Davis, Howard Barley Yeargan, and Randall Robinson, Jr., applicants [2023-206]” was offered for passage on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 24-R-PS-04 on first and only reading. 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, Shane McFarland

**Nay:** None

**10c. Resolution 24-R-A-04 Annexation.** The resolution titled, “RESOLUTION 24-R-A-04 to annex approximately 112.5 acres located along Veterans Parkway, including approximately 1,475 linear feet of Veterans Parkway right-of-way (Tax Map 124, Parcel 4.00 – 24.05 acres; Tax Map 124, Parcel 28.00 (portion) – 69.22 acre; Tax Map 124, Parcel 28.01 – 1.00 acre; Tax Map 124, Parcel 35.00 (portion) – 15.21 acres, Veterans Parkway Right-of-Way – 1,475 linear feet); and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Kathy Davis, Howard Barley Yeargan and Randall Robinson, Jr., applicants [2023-506]” was offered for passage on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 24-R-A-04 on first and only reading. 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, Shane McFarland

**Nay:** None

**10d. Public Hearing: Zone 106.4 acres.** Matthew Blomeley, Assistant Planning Director, presented information about the request to zone the 106.4 acres to Prater Farms PRD (Planned Residential Development), simultaneous with annexation a small area would be annexed into the City on the bulk-zoning RS-15 (Single Family Residential Fifteen). Mr. Blomeley introduced Matt Taylor, of SEC. Mr. Taylor presented a PowerPoint presentation regarding Prater Farms, a Planned Residential Development, including an overview, site design, detached lot home design, detached HPR home design, attached building design, landscape design, amenity design, access, and exceptions.

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

**10e. Ordinance 24-OZ-04 (First Reading).** The ordinance titled, “ORDINANCE 24-OZ-04 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 106.4 acres located along Veterans Parkway to Planned Residential Development (PRD) District (Prater Farms PRD), simultaneous with annexation; Ole South Properties, applicant [2023-419]” was offered for passage on first reading.

Ms. Scales Harris made a motion to approve Ordinance 24-OZ-04 on first reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**11. Rezoning property along Southgate Boulevard (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding zoning of approximately 3.97 acres located at the southwest corner of Southgate Boulevard and Westgate Boulevard. A public hearing date was set by the City Manager and notice of public hearing was published on February 20, 2024, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter. Mr. Blomeley introduced Matt Taylor, of SEC. Mr. Taylor presented a PowerPoint presentation regarding Westgate Commons, a Request for Zoning including existing conditions, proposed conceptual site plan, proposed PUD fencing and ingress/egress, architectural characteristics, elevation views, sample photos of existing facilities and exception summary.

**11a. Public Hearing: Zone 3.97 acres.** Mayor McFarland initiated a public hearing, welcoming comments on the zoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

**11b. Ordinance 24-OZ-05 (First Reading).** The ordinance titled, “ORDINANCE 24-OZ-05 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 3.97 acres located along Southgate Boulevard and Westgate Boulevard from Commercial Fringe (CF) District and Highway Commercial (CH) District to Planned Unit Development (PUD) District (Westgate Commons PUD); Southgate Developers, LLC, applicant, [2023-422]” was offered for passage on first reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-05 on first reading. 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, Shane McFarland

**Nay:** None

**12. Amending the Zoning Ordinance – EV Parking Spaces (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication requesting Council amend the Zoning Ordinance regarding the design of electric vehicle (EV) parking spaces and pertaining to Appendix A, Sections 2, 7, 26 and Chart 2 endnotes. A public hearing date was set by the City Manager and notice of public hearing was published on February 20, 2024, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter. Discussion ensued. Mr. Blomeley clarified that EV parking spaces would be voluntary, not mandatory. Within the last year, Planning staff have received approximately 15-20 sites requesting retrofitting their parking lots for EV parking and currently there is no guidance about how to help the applicants. This amendment will provide the guidance needed to assist applicants.

**12a. Public Hearing: Amend the Zoning Ordinance.** Mayor McFarland initiated a public hearing, welcoming comments on the zoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

**12b. Ordinance 24-O-06 (First Reading).** The ordinance titled, “ORDINANCE 24-O-06 amending Murfreesboro City Code Appendix A, Zoning, Sections 2, 7, 26 and Chart 2 Endnotes, dealing with electric vehicle (EV) parking spaces, City of Murfreesboro Planning Staff, applicant [2023-804]” was offered for passage on first reading.

Ms. Averwater made a motion to approve Ordinance 24-O-06 on first reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** Austin Maxwell

#### **On Motion**

**11. Purchase of Vigilant License Plate Recognition Camera System and TDOT Permit Application (Police).** Michael Bowen, Chief of Police, presented a Council Communication requesting approval to enter a contract with Motorola Solutions, Inc. for the purchase of Vigilant LPR Camera Systems and to approve the permit application required to be filed with TDOT. The proposed expense of \$371,813 is for a five-year contract and is funded by the Violent Crime Intervention Fund.

Mr. Maxwell made a motion to approve the contract with Motorola Solutions, Inc. and to proceed with the application process with TDOT. 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, Shane McFarland

**Nay:** None

**12. Robert Rose Renovations Change Orders No. 1 and No. 2 (Project Development).**

Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval of Change Orders No. 1 and No. 2 to the construction contract with Rock City Construction Company, LLC for renovations at the new Murfreesboro Water Resources Department (MWRD) Administration Building at 316 Robert Rose Drive. The amount of the change orders, \$122,681, will be funded through MWRD's working capital reserves. Mayor McFarland commented that doing this project as a remodel instead of a new build is saving taxpayers several million dollars, despite a few change orders.

Ms. Averwater made a motion to approve the Change Orders No. 1 and No. 2 to the construction contract with Rock City Construction Company, LLC. 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, Shane McFarland

**Nay:** None

**13. Butler Drive Sewer Forcemain Installation (Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval of funding for the construction of a sewer forcemain extension in conjunction with the City's Butler Drive realignment project to provide sanitary sewer service to the area. The expense of \$284,032 will be funded from MWRD's working capital reserves.

Ms. Averwater made a motion to approve the request for funding. 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, Shane McFarland

**Nay:** None

**Board and Commission Appointments**

No board and commission appointments were presented.

**Licensing**

**16. Beer Permits (Finance).** Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

#### Regular Beer Permits

- Mi Patria Mexican Restaurant II, 2896 S. Rutherford Boulevard (Restaurant, Ownership/ Name Change)
- Golden Lanzhou Bowls Inc., 2053 Lascassas Pike (Restaurant, New Location)

#### Special Event Beer Permits

- Center for the Arts, Inc.
  - Backstage Bash – Fundraising Event, 110 W. College Street, April 20, 2024

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

Ms. Averwater made a motion to approve the Beer 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, Shane McFarland

**Nay:** None

#### **Payment of Statements**

Mayor McFarland stated there were two statements to be paid, one for S&W Contracting Co. for \$144,231.96 and \$147,978.00 to be paid from the General Fund State Street Aid FY24 Operating Budget. This was for installation of new traffic signals along Veterans Parkway using the City's contract with S&W.

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

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

**Nay:** None

#### **Other Business**

**Future Council Meetings.** Craig Tindall, City Manager, stated the next Council meeting would be next week Thursday, March 14, 2024, at 11:30 a.m. for a workshop meeting.

**Booster Clubs and Turf Fields.** Mr. Maxwell asked City staff if there was a standard to provide to booster clubs regarding constructing turf fields at local high schools. Sam Huddleston, Assistant City Manager, explained the procedures regarding land disturbance, permitting requirements and review process. Mayor McFarland and Mr. Maxwell asked Mr. Huddleston to research what happened with the different high school when they each transitioned to turf, to ensure all schools are being treated fairly.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 7:13 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, March 14, 2024 at 11:30 am  
Municipal Airport Business Center  
1930 Memorial Boulevard  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:34 a.m. on Thursday, March 14, 2024.

**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  
Roman Hankins, Assistant City Attorney  
Jennifer Tag, Assistant City Attorney  
Jennifer Brown, City Recorder / Finance Director  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Erin Tucker, Budget Director  
Chad Gehrke, Airport Director  
Jim Kerr, Transportation Director  
Greg McKnight, Executive Director of Development  
Angela Jackson, Executive Director of Strategic Services  
Mark McCluskey, Chief of Fire Rescue  
Raymond Hillis, Executive Director of Public Works  
Robert Holtz, Community Development Director  
Nate Williams, Executive Director of Recreational Services  
Russell Gossett, Solid Waste Director  
Daniel Owens, Murfreesboro City Schools Finance Director  
Joe Ehleben, Engineering Project Coordinator  
Margaret Ann Green, Business Systems Manager  
Kristy Burton, Executive Assistant

**Airport Commission Representatives Present**

Cannon Lowery, Vice Chair  
Paul Meyer  
Shelby Hutton  
Drew Shelley

**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. Jennifer Brown, City Recorder/ Finance Director, indicated no one had registered to speak.

## **Ceremonial Items**

**Airport of the Year Award and Contributions to General Aviation.** Cannon Lowery, Vice Chair of the Airport Commission, announced that the Tennessee Aviation Association awarded the Murfreesboro Airport as the Airport of the Year at its conference last week. Mr. Lowery thanked Council, City staff, and Chad Gehrke, Airport Director, for their hard work and support and presented the award to Mayor McFarland.

Randy Hutchins, Member of the Board of Directors for the Tennessee Airport Association, stated Chad Gehrke, Airport Director, received the safety award from the FAA Southern Region for his efforts in maintaining safe air space and operations. Mr. Hutchins summarized some of Mr. Gehrke's accomplishments during his tenure as Murfreesboro Airport Director.

## **Action Items**

**1. Community Investment Program (CIP) Funds Reallocation (Administration).** Erin Tucker, Budget Director, presented a Council Communication requesting approval to reallocate Capital Improvement and County Shared Bond proceeds for a transfer of \$50,000 from the Butler Drive project to Bradyville Pike for remaining design and final right-of-way purchases and the use of approximately \$5 million in County Shared Bond proceeds for a future City Schools transportation and maintenance facility. A reallocation of \$135,416 is requested for the Reeves Rogers School renovations and a reduction of \$29,211 is requested to correct an overallocation of proceeds to the transportation and maintenance facility project.

Ms. Averwater made a motion to approve CIP funds 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

**2. Change Order No. 1 for 511 Eventide Drive Housing Rehabilitation (Community Development).** Robert Holtz, Director of Community Development, presented a Council Communication requesting approval of the Change Order No. 1 for 511 Eventide Drive housing

rehabilitation, not to exceed \$7,200, through the Community Development Housing Rehabilitation program.

Mr. Wright made a motion to approve Change Order No. 1 for 511 Eventide Drive housing rehabilitation. 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

### **Workshop Items**

**3. Murfreesboro Metropolitan Planning Organization (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication and documents regarding information and funding opportunities involved in establishing a Murfreesboro Metropolitan Planning Organization (MPO). The development of Murfreesboro's MPO would allow direct collaboration with the Tennessee Department of Transportation (TDOT) and Federal Highway Administration (FHWA) in the development of its long-term transportation plan, Unified Planning Work Program (UPWP), and would establish the Transportation Improvement Program (TIP) for the next four years and beyond.

Melanie Murphy, Transportation Planning Specialist for the Tennessee Division of the FHWA, presented information on the designation and formation process for an MPO, what an MPO is, what an MPO does, and the structure and roles within an MPO. Ms. Murphy also summarized funding, and sub-allocated grant programs. Discussion ensued.

Stacy Morrison, Planning Manager for TDOT, presented information regarding Tennessee's Planning Organizations, TDOT's role with MPOs and funding breakdown. Ann Marie Anway, Member of TDOT's Administration Team who processes invoices, spoke regarding estimating funding and actual dollars. Discussion ensued regarding funding and expenses and reimbursements of current MPO's in Middle Tennessee.

Mr. Kerr requested Council provide input regarding development of an MPO prospectus that would outline the development and organization as well as cost of establishing a Murfreesboro MPO. Council expressed no objections to the proposal and requested Mr. Kerr proceed with developing a prospectus to present to Council at a future date.

**4. Solid Waste Fee Review (Solid Waste).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and presentation regarding an eight-year

strategy to move the Solid Waste Department toward a self-supporting utility service. Year 1 of the rate adjustment plan has been implemented, and the rate increases over the next seven years. The proposed scheduled increase of fees adjusts weekly residential curbside pickup from \$9.50 to \$11.50 per month. It adjusts bi-weekly commercial curbside pickup outside the City Core Overlay (2,420 carts) from \$35.00 to \$40.00 per month. The fee for commercial carts inside the City Core Overlay, approximately 780, remains at \$30.00 per month for bi-weekly pickup. The other items including charges for bulk item pick-up, loose grass clippings and larger volume brush and limb pickups, solid waste cart replacement, and special event service have no proposed changes. The FY25 budget anticipates that the proposed fee adjustment will provide an additional \$1.4 million in revenue to cover around 70% of the estimated \$11 million in solid waste expenses. Revenue not received through solid waste fees will come from the General Fund.

Mr. Gore stated this was for information only and no action was needed at this time. A resolution to increase the rates will be presented at a future meeting. Discussion ensued. The increase is driven by the goal to make solid waste pickup services self-reliant, ultimately resulting in full cost recovery. The desire to move toward a utility model will allow the cost to be more fairly distributed among customers, instead of relying on property taxes.

**5. Water and Sewer Rate Design Review (Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented FY25 Water and Sewer Rate Design Report. The Murfreesboro Water Resources Department was provided with a cost-of-service study (COSS) from Jackson Thornton Utilities Consultants for FY2023. Jackson Thornton has also provided staff with a proforma for FY28. The FY28 proforma anticipates \$120 million in debt service to cover a plant expansion as well as several other capital projects identified on the 2023 sewer allocation report.

The proposed water and sewer rates for FY25 include an approximate 3% increase in the minimum monthly fees for all meter sizes. There is no proposed commodity rate for sanitary sewer; keeping it at the current rate of \$5.50 per thousand gallons. A minor commodity rate for water from \$3.66 per thousand gallons to \$3.70 per thousand gallons is being proposed. Staff did not recommend any changes to the system development charges (a.k.a., connection fees) for residential or non-residential uses. This rate design fits within affordability standards.

Mr. Gore stated this was for information only and no action was needed at this time. A resolution regarding water and sewer rates will be presented at a future meeting.

**6. Sewer Allocation Variance Exemption Analysis (Water Resources).** Darren Gore, Assistant City Manager/Water Resources Director, presented a summary of the historical sewer

allocation variance requests and reviewed staff's analysis for consideration of a potential sewer allocation ordinance revision.

Mr. Gore stated this was for information only and no action was needed at this time. An ordinance regarding sewer allocation variances will be presented at a future meeting.

**7. Draft Revisions to the Stormwater Chapter of City Code (Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented an overview of proposed revisions to the stormwater chapter of the City Code and provided a schedule for implementation. To comply with a new State rule and stormwater permit, the City must update the stormwater chapter of the City Code. Revisions include staff recommendations and lessons learned. Mr. Gore reviewed the eleven proposed changes within the categories of post-construction stormwater control measures (SCMs), streamside buffer – water quality protection area (WQPA), and other.

Mr. Gore stated this was for information and Council input only and no action was needed at this time. Mr. Gore outlined the timeline for review, approval and implementation of the revisions, with a proposed effective date in August 2024. The draft and revisions will be posted on the City's webpage.

**8. CIP Transfers (Finance).** Jennifer Brown, City Recorder/ Finance 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. The transfer of CIP Funds will have no effect on the CIP Fund balance. No action was needed.

**9. January 2024 Dashboard (Administration).** Erin Tucker, Budget Director, presented a Council Communication and documents regarding January 2024 Dashboard. No action was needed.

#### **Board and Commission Appointments**

No board and commission appointments were presented.

#### **Licensing**

No beer permits were presented.

#### **Payment of Statements**

No payment of statements was presented.

#### **Other Business**

**Council Meetings.** Craig Tindall, City Manager, stated the next Council Meeting will be held on Thursday, March 21, 2024.



**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 12:56 p.m.

\_\_\_\_\_  
SHANE MCFARLAND  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Regular Session**

Thursday, March 21, 2024, at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:02 p.m. on Thursday, March 21, 2024.

**Council Members Present**

Vice Mayor Bill Shacklett - Presiding  
Jami Averwater  
Madelyn Scales Harris  
Austin Maxwell  
Kirt Wade  
Shawn Wright – Arrived after Agenda Item 9

Mayor Shane McFarland were absent and excused from this meeting.

**City Representatives Present**

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder / Finance Director  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Matthew Blomeley, Assistant Planning Director  
Karen Lampert, Grant Manager  
Dr. Trey Duke, Director of Murfreesboro City Schools  
Michael Bowen, Chief of Police  
Ryan Hulsey, Assistant Airport Director  
Cary Gensemer, Deputy Chief of Police  
Greg McKnight, Executive Director of Development  
Ben Newman, Planning Director  
Kristy Burton, Executive Assistant

**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.

**Ceremonial Items**

**Proclamation: National Athletic Training Month.** Vice Mayor Bill Shacklett presented a Proclamation to members of the National Athletic Trainers’ Association proclaiming the month of March as Athletic Training Month signed by Mayor Shane McFarland.

**~~STARS Award for February 2024: Kimberly Fann.~~** This item was pulled from the agenda and postponed.

## Public Comment on Actionable Agenda Items

Vice Mayor Shacklett announced that Agenda Item 5, Land Use regarding Rezoning Property along Memorial Boulevard and Haynes Haven Lane, Ordinance 22-OZ-48, was pulled from the agenda at the request of the applicant. Vice Mayor Shacklett stated there were seven people who registered to speak on this item, as it was originally published in the agenda as an actionable item. Discussion ensued. This matter should come back to Council on April 4, 2024.

Ms. Scales Harris made a motion to allow the citizens to speak on the Agenda Item 5, despite no longer being an actionable agenda item. Mr. Maxwell seconded the motion.

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

**Nay:** None

Vice Mayor Shacklett stated there were eight people (seven against and one in favor) registered to speak on this Agenda Item 5. Vice Mayor Shacklett provided instructions for the public comment session. The following individuals were registered for public comment and were called forward to address Council regarding Agenda Item 5.

1. Kevin Fehr, 1924 Place, was not present and did not speak.
2. Valerie Martin, 207 Peacock Avenue, spoke in opposition asking Council to consider questions about the development, traffic and zoning.
3. June McCash, 1925 Memorial Boulevard, Apt. 124, spoke in opposition and stated she wants the green space to be preserved and concern about potential changes the new development would bring to current residents.
4. Mark Wood, 107 Haynes Haven Lane, spoke in opposition stating he disagrees with the developer changing the model for the development from what they told original residents.
5. Lori Duke, 423 Haynes Haven Lane, spoke in opposition, stating the revised development is a breach of an original promise not to re-zone this area that was made in good faith to appease residents of Haynes Haven neighborhood. She feels the original commitments made by the developers should be honored.
6. John Vickford, 115 Love Court, spoke in opposition, stating traffic and flooding concerns.
7. Irene Filatchione, 1925 Memorial Boulevard, Apt. 213, spoke in opposition, outlining her objections in a statement she hand-delivered to Council members.

8. Cynthia Maple, 407 Haynes Haven Lane, spoke in opposition, stating her family has lived in the Haynes Haven neighborhood for 40 years and one of the attractions they moved there was all the green space and landscaping. She is concerned about the issues or changes the development would create including traffic, safety of pedestrians, lack of benefit to the current community and property values.

Vice Mayor Shacklett briefly recessed the meeting for public comment speakers to leave.

### **Consent Agenda**

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

- 1. GNRC Grant Contract Amendment with St. Clair Senior Center (Parks)**
- 2. Mandatory Referral for Abandonment for Due North Drive Right-of-Way (Planning)**
- 3. Mandatory Referral for Dedication of an Electric Easement along Blanton Drive (Planning)**
- 4. Donation of Used Equipment to Various Law Enforcement Agencies (Police)**

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

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

**Nay:** None

**Absent:** Shawn Wright

### **Old Business**

#### **Land Use Matters**

#### **Ordinance**

~~**5. Ordinance 22-OZ-48 Rezoning Property along Memorial Boulevard and Haynes Haven Lane (Planning).**~~ Agenda Item 5 was pulled from the agenda at the request of the applicant.

~~**5a. Ordinance 22-OZ-48 (First Reading).**~~ Agenda Item 5a was pulled from the agenda at the request of the applicant.

**6. Ordinance 24-O-06 Amending the Zoning Ordinance – EV Parking Spaces (Second and Final Reading) (Planning).** The ordinance titled, “ORDINANCE 24-O-06 amending Murfreesboro City Code Appendix A, Zoning, Sections 2, 7, 26 and Chart 2 Endnotes, dealing with electric vehicle (EV) parking spaces, City of Murfreesboro Planning Staff, applicant [2023-804]” which passed its first reading on March 7, 2024, was offered for passage on second and final reading.

Ms. Averwater made a motion to approve Ordinance 24-O-06 on second and final reading.

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

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

**Nay:** Austin Maxwell

**Absent:** Shawn Wright

**7. Ordinance 24-OZ-04 Zoning for Property Along Veterans Parkway (Second and Final Reading) (Planning).** The ordinance titled, "ORDINANCE 24-OZ-04 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 106.4 acres located along Veterans Parkway to Planned Residential Development (PRD) District (Prater Farms PRD), simultaneous with annexation; Ole South Properties, applicant [2023-419]" which passed its first reading on March 7, 2024, was offered for passage on second and final reading.

Mr. Wade made a motion to approve Ordinance 24-OZ-04 on second and final reading. 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, Bill Shacklett

**Nay:** None

**Absent:** Shawn Wright

**8. Ordinance 24-OZ-03 Zoning for Property along Blackman Road (Second and Final Reading) (Planning).** The ordinance titled, "ORDINANCE 24-OZ-03 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 19.6 acres along Blackman Road as Planned Residential Development (PRD) District (The Village PRD – approx. 14.91 acres) and Planned Commercial Development (PCD) District (The Village PCD – approx. 4.71 acres) simultaneous with annexation; 360 Development, applicant [2023-420]" which passed its first reading on March 7, 2024, was offered for passage on second and final reading.

Mr. Wade made a motion to approve Ordinance 24-OZ-03 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, Kirt Wade, Bill Shacklett

**Nay:** None

**Absent:** Shawn Wright

**9. Ordinance 24-OZ-05 Rezoning Property along Southgate Boulevard (Second and Final Reading) (Planning).** The ordinance titled, "ORDINANCE 24-OZ-05 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 3.97 acres located along Southgate Boulevard and Westgate Boulevard from Commercial Fringe (CF) District and Highway Commercial (CH) District to Planned Unit Development (PUD) District (Westgate Commons PUD); Southgate Developers, LLC, applicant, [2023-422]" which passed its first reading on March 7, 2024, was offered for passage on second and final reading.

Ms. Averwater made a motion to approve Ordinance 24-OZ-05 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, Kirt Wade, Bill Shacklett

**Nay:** None

**Absent:** Shawn Wright

## **New Business**

### **Resolution**

#### **10. Resolution 24-R-05 Subrecipient Agreement with City Schools (Administration).**

Karen Lampert, Grant Manager, presented a Council Communication requesting approval of a Subrecipient Agreement for use of ARPA funds, including Resolution 24-R-05 designating one-time use of funds for a tutoring program. ARPA funds in the amount of \$156,000 will be used for this project. The resolution titled, "RESOLUTION 24-R-05 authorizing a one-time distribution of funds to Murfreesboro City Schools in the amount of \$156,000 from the American Rescue Plan Act (ARPA) fund" was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 24-R-05. 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

#### **11. Resolution 24-R-07 Schools FY24 Budget Amendment # 7 (Schools).**

Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication requesting approval of amendment # 7 to the Schools FY24 General Purpose Fund and the Federal Project Fund to budget additional revenue from the State of Tennessee (TISA Funding and Title III Immigrant Grant) and to adjust final revenues and expenditures from projected to actual amounts in ESSER 2.0. The total increase in revenue of \$314,500 will be budgeted in the General Purpose Fund and \$4,667 will be budgeted in the School Federal Projects Fund to recognize new revenues and related expenditures. The resolution titled, "RESOLUTION 24-R-07 amending the Fiscal Year 2024 (hereafter "FY2024")

Murfreesboro City Schools Budget (7th Amendment)” was offered for passage on its first and only reading. Discussion ensued.

Mr. Maxwell made a motion to approve Resolution 24-R-07. 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, Kirt Wade, Shawn Wright,  
Bill Shacklett

**Nay:** None

**12. Resolution 24-R-08 Approving TDOT Permit Application (Police).** Michael Bowen, Chief of Police, presented a Council Communication requesting approval of Resolution 24-R-08. City Council approved the purchase of Vigilant license plate recognition cameras from Motorola and the TDOT permit application on March 7, 2024, however, TDOT requires proof of this approval and a resolution is needed for this documentation. The resolution titled, “RESOLUTION 24-R-08 approving purchase of Vigilant License Plate Recognition Camera System and TDOT Permit Application” was offered for passage on its first and only reading.

Mr. Wade made a motion to approve Resolution 24-R-08. 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

#### **On Motion**

**13. FAA ADS-B Tower Land Lease Amendment (Airport).** Ryan Hulsey, Assistant Airport Director, presented a Council Communication requesting approval of the First Amendment to the Land Lease Agreement with L3Harris Technologies, Inc. for the ADS-B Radio Station tower (Site SV176-07) at the Murfreesboro Airport. There are no fiscal impacts from this Lease Agreement Amendment

Mr. Wade made a motion to approve First Amendment to the Land Lease Agreement with L3Harris Technologies, Inc. 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

**14. Hangar Site Construction Administration Services Work Authorization (Airport).**

Ryan Hulsey, Assistant Airport Director, presented a Council Communication requesting approval of Work Order Authorization No. 2024-02 with Barge Design Solutions, Inc. for hangar site construction administrative services on the north end of the Murfreesboro Airport. The maximum fee of \$117,223 is being paid with CIP funds as an economic development project.

Ms. Scales Harris made a motion to approve Work Order Authorization No. 2024-02 with Barge Design Solutions, Inc. 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

**15. Child Advocacy Center Memorandum of Understanding (Police).** Cary Gensemer, Deputy Chief of Police, presented a Council Communication requesting approval of an Interagency Memorandum of Understanding (MOU) with Child Advocacy Center of Rutherford County, Inc. (CAC) for support services provided in assistance to Murfreesboro Police Department investigating allegations of child abuse. The cost of \$90,000 is funded by the Police Department FY24 operating budget.

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

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

**Nay:** None

**16. Purchase and Installation of IT Server Room Cooling System (Police).** Cary Gensemer, Deputy Chief of Police, presented a Council Communication requesting approval of a contract with Insight Public Sector, Inc. for purchase and installation of cooling equipment for the IT server room. The total expense of \$67,769 is funded from the FY22 CIP bond for IT replacements.

Mr. Maxwell made a motion to approve contract with Insight Public Sector, Inc. 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, Kirt Wade, Shawn Wright,  
Bill Shacklett

**Nay:** None



**17. Purchase of Mobile Data Terminals (Police).** Cary Gensemer, Deputy Chief of Police, presented a Council Communication requesting approval of a contract with Insight Public Sector, Inc. for purchase of 70 new mobile data terminals (MDT) for police vehicles. The total expense of \$244,190 is funded from the FY22 and FY24 CIP Budget for MDT replacements.

Ms. Averwater made a motion to approve contract with Insight Public Sector, 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, Kirt Wade, Shawn Wright,  
Bill Shacklett

**Nay:** None

#### **Board and Commission Appointments**

**18. Solid Waste Planning Board (Administration).** Vice Mayor Shacklett presented Mayor McFarland's recommendations for reappointment of the following Central Tennessee Region Solid Waste Planning Board member. The Central Tennessee Region Solid Waste Planning Board membership is designed to provide participation and representation of all local governments within the region whether it is a single county or a multi-county region to ensure all local governments that have solid waste services have a voice on the Board.

- Darren Gore, Term expiration not noted

Mr. Wright made a motion to approve the reappointment to the Central Tennessee Region Solid Waste Planning Board. 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

#### **Licensing**

**19. Beer Permits (Finance).** Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

##### Regular Beer Permits

- 7 Star Hookah Bar, 1107 Memorial Boulevard, Suite A (Hookah Bar, Ownership Change)
- Queen, LLC, 210 Stones River Mall Boulevard (Restaurant, Ownership Change/ Name / Permit Type Change)

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

Ms. Averwater made a motion to approve the Beer 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, Kirt Wade, Shawn Wright,  
Bill Shacklett

**Nay:** None

**Payment of Statements**

Vice Mayor Shacklett stated there were two statements that needed to be paid. Statements were from AquAeTer, Inc. for \$67,082.23 and Davis Environmental Attorneys for \$120,548.71 to be paid from the General Fund Legal FY24 Operating Budget. The City Attorney emailed Council regarding these invoices.

Mr. Wright made a motion to approve the Payment of Statements. 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

**Other Business**

Greg McKnight, Executive Director of Development, introduced the new Planning Director, Ben Newman, to Council.

Mr. Wright stated he has had several phone calls about lack of signage on the inbound lane on Highway 96, coming from Franklin. He requested advanced signage be added to indicate a lane will be ending when drivers arrive at the interstate.

Jennifer Brown, City Recorder/ Finance Director, introduced Kristy Burton, new Executive Administrative Assistant

**Next Council Meeting.** Craig Tindall, City Manager, stated the next Council meeting will be Thursday, April 4, 2024.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 6:50 p.m.

\_\_\_\_\_  
BILL SHACKLETT  
VICE MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



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

Thursday, April 4, 2024 at 5:30 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, April 4, 2024.

**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  
Kristy Burton, Executive Assistant

**Public Comment**

Mayor McFarland confirmed with Jennifer Brown, City Recorder/ Finance Director, that there were no registered speakers for public comment. Mayor McFarland gave an opportunity for anyone present to come forward to speak. There was no one present who wished to speak.

There being no further business, Mayor McFarland adjourned this meeting at 5:32 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Regular Session**

Thursday, April 4, 2024, at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, April 4, 2024.

**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  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Randolph Wilkerson, Human Resources Director  
Brad Barbee, Principal Planner  
Greg McKnight, Executive Director of Development  
Gabriel Moore, Project Engineer  
Jim Kerr, Transportation Director  
Nate Williams, Executive Director of Recreational Services  
Ben Newman, Planning Director  
Kristy Burton, Executive Assistant

**Prayer and Pledge of Allegiance**

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

**Ceremonial Items**

**STARS Award for March 2024.** Randolph Wilkerson, Human Resources Director, presented the STARS Award for the month of March upon April Pedigo, Assistant Customer Service Manager, of the Water Resources Department. The STARS award purpose is to recognize City employees that go above and beyond the call of duty. She has been a City employee for over 13 years and was nominated by Laura Gammon as she is always willing to help the public and co-workers, no matter the task. She can always be counted on.

## Public Comment on Actionable Agenda Items

Mayor McFarland stated there were seven people registered to speak at public comment on actionable agenda items. Mayor McFarland provided instructions for the public comment session. Adam Tucker, City Attorney, stated that the public comment policy only allows for 15 minutes of public comment time, so Council would need to vote to suspend the rules if Council wanted to permit all seven people to speak.

Vice Mayor Shacklett made a motion to suspend the rules to allow registered speakers to speak. Mr. Wright seconded the motion. 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

The following individuals registered for public comment and were called forward to address Council regarding Agenda Item 6, Ordinance 22-OZ-48, Rezoning Property along Memorial Boulevard and Haynes Have Lane (Adams Place).

1. Margaret Shumate, 1925 Memorial Boulevard, Apt. 114, spoke against the rezoning by sharing her experience with the current zoning and how happy she is with the way things are. She disagrees with the age change allowed in the rezoning and asked Council to listen to current residents.
2. Mark Wood, 107 Haynes Haven Lane, spoke against the rezoning on behalf of the neighborhood and was given five minutes. Mr. Wood reviewed the history of the property and the rezoning request. He stated he disagrees with allowing 55 and older in the new development.
3. Carol Clark, 327 Haynes Haven Lane, spoke against the rezoning. She feels business plans should not negatively impact other City residents and this rezoning would affect her quality of life, safety and home values.
4. Ralph Fullerton, 1925 Memorial Boulevard, Apt. 329, spoke against the rezoning. He stated that the vacant land currently serves two purposes and should not be developed: a buffer from traffic on Memorial Boulevard and a filter in the mitigating factors of noise and pollution generated by the road.

5. Lori Duke, 423 Haynes Haven Lane, spoke against the rezoning. She stated that residents of both Adams Place and Haynes Haven neighborhood are against the rezoning for many reasons including the need to preserve green space.
6. Cynthia Allen, 206 Peacock Avenue, spoke against the rezoning due to drainage issues, traffic and the initial rules developers agreed to. She provided documentation and images to Council.
7. Valerie Martin, 207 Peacock Avenue, spoke against the rezoning. She asked Council to consider several questions when making their decision about the rezoning.

Mayor McFarland briefly recessed the meeting for public comment speakers to leave.

### **Consent Agenda**

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

- 1. FY23 and FY24 City Manager Approved Budget Amendments (Finance)**
- 2. Robert Rose Administration Building Renovations Contingency Allowance Allocation (Project Development)**
- 3. Asphalt Purchases Report (Water Resources)**
- 4. First Amendment of Lime Contract (Water Resources)**
- 5. Chemical Contract Amendments (Water Resources)**

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

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

**Nay:** None

### **Old Business**

### **Ordinance**

### **Land Use Matters**

#### **6. Rezoning Property along Memorial Boulevard and Haynes Haven Lane (Planning).**

Brad Barbee, Principal Planner, presented a Council Communication regarding rezoning approximately 22 acres located at the northwest corner of Memorial Boulevard and Haynes Haven Drive. A City Council public hearing on this matter was conducted on January 19, 2023, whereafter Council voted to deferred action on first reading of Ordinance 22-OZ-48. No changes have been made to the application or materials since that date. On March 21, 2024, this matter was pulled from the City Council agenda, at the request of the applicant, prior to the City Council meeting. Applicant conducted a meeting with Adam's Place residents on March 18, 2024 and is now requesting to move forward with its original request to rezone.

Clyde Rountree of Huddleston Steele Engineering and Mike Usery of NHC were present representing the developer and applicant Mr. Usery presented NHC's intentions regarding this development. Terry Deal, Executive Director of Adam's Place Independent Living, provided information to Council regarding operations and services currently provided and those they would like to provide and addressed potential issues mentioned in the public comment session. She stated that all residents are not opposed the project, as Council has been led to believe. Mr. Roundtree presented a PowerPoint to Council regarding the rezoning request at Adam's Place addressing topics including design, conceptual site layout, amenity center, sidewalks and connectivity, and the needs the development will meet if able to move forward. Discussion ensued.

**6a. Ordinance 22-OZ-48 (First Reading).** The ordinance titled, "ORDINANCE 22-OZ-48 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the zoning of approximately 22 acres located at 1925 and 1927 Memorial Boulevard to rezone approximately 5.4 acres from Single-Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District and to amend the use of approximately 16.6 acres of the existing Adams Place PUD; AdamsPlace, LLC, applicant, [2022-420]" was offered for passage on first reading.

Ms. Averwater made a motion to approve Ordinance 22-OZ-48 on first reading. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

**Aye:** Jami Averwater, Kirt Wade, Shawn Wright, Shane McFarland

**Nay:** Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

Mayor McFarland recessed the meeting so those present for public comment could leave the meeting.

## **New Business**

### **Land Use Matters**

**7. Sewer Allocation Variance – River Rock Boulevard – Commercial Development (Planning).** Brad Barbee, Principal Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 2 sfu's for a proposed commercial development located at 601-609 River Rock Boulevard. The Planning Department and Water Resources Department reviewed the application and support the request.

Mr. Wright made a motion to approve the sewer allocation variance. 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

### **Resolution**

**8. Resolution 24-R-06 Application of Creation of the Murfreesboro Sports Authority (Administration).** Craig Tindall, City Manager, presented a Council Communication requesting Council authorize creation of the Murfreesboro Sports Authority that would benefit the City through revenue enhancement activities. The resolution titled, “RESOLUTION 24-R-06 permitting and directing the formation of the Sports Authority of Murfreesboro” was offered for passage on its first and only reading. Discussion ensued.

Mr. Wright made a motion to approve Resolution 24-R-06. 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

### **On Motion**

**9. Amending Town Creek Task Order No. 11 (Planning).** Gabriel Moore, Project Engineer, presented a Council Communication and documents requesting approval of the First Amended Task Order No. 11 with Griggs and Maloney for the Town Creek Phase 2 daylighting project for asbestos abatement and drywall removal at 121 NW Broad Street and 111 NW Broad Street. The expense of \$48,900 will be funded by the General Fund.

Mr. Wade made a motion to approve First Amended Task Order No. 11 with Griggs and Maloney. 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

**10. Rutherford Boulevard Adaptive Signal Control Technology Project Amendment No. 2 to the TDOT Contract (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication and documents requesting approval of Amendment No. 2. to the agreement (Agreement Number: 170065) with TDOT regarding the Rutherford Boulevard Adaptive Signal



Control Technology (ASCT). The City's portion of the construction phase is estimated at \$286,127 and will be funded by FY21 and BY22 Bonds as well as Infrastructure General Fund.

Ms. Averwater made a motion to approve Amendment No. 2 to TDOT Agreement Number 170065. 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

**~~11. Task Order for Murfreesboro Metropolitan Planning Organization Prospectus (Transportation).~~** Agenda Item 11 was removed from the agenda and not discussed nor action taken.

**12. 2023-2024 Sanitary Sewer Rehabilitation Change Order No. 1 (Water Resources).**

Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and documents requesting approval of the addition of development sewer construction warranty work through Change Order No. 1 to the contract with SBW Constructors, LLC (MWRD Project No. 22134). This change order, an additional expense of \$87,023, is comprised of warranty work involving sewer infrastructure installed by various developers throughout the City. The Department has received these funds from those entities. The final contract amount is adjusted to \$7,029,476.70.

Mr. Maxwell made a motion to approve Change Order No. 1 to the contract with SBW Constructors, LLC (MWRD Project No. 22134). 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**

**13. Cable TV Commission (Administration).** Mayor McFarland presented a Council Communication proposal regarding reappointment of the following Cable TV Commission members. There are seven members appointed for 3-year terms.

- Jimmy Richardson, Term expiration April 30, 2024
- Tommy Campbell, Term expiration April 30, 2024

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

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

**Nay:** None

## **Licensing**

**14. Beer Permits (Finance).** Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

### Regular Beer Permits

- Jasmine Asian Cuisine, 417 N. Thompson Lane (Restaurant, Ownership Change/ Name Change)
- TailGate Brewery, 210 Stones River Mall Boulevard (Restaurant/ Brewery, Ownership/ Name/ Permit Type Change)

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

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

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

**Nay:** None

## **Payment of Statements**

No payment of statements was presented.

## **Other Business**

**Next Council Meeting.** Craig Tindall, City Manager, stated the next Council meeting will be a workshop on Thursday, April 11, 2024, at 11:30 a.m. Ms. Averwater stated she would not be present.

There was discussion about starting the April 11<sup>th</sup> meeting at 11:45 a.m. to accommodate another event, however, Sam Huddleston, Assistant City Manager, confirmed the Murfreesboro Housing Authority grand opening of Oaklands 1 and 2 starts at 11:00 a.m. on April 18, 2024.

Nate Williams, Executive Director of Parks and Recreation, announced Food Truck Friday would be starting Friday, April 5, 2024 from 11:00 a.m. – 1:00 p.m. on the Civic Plaza and be scheduled for April and May and again in September and October.

Mr. Wright responded to phone calls and emails received about the State Farm Building on the corner of 231 and DeJarnette Lane. City staff have spoken with the owners and managers of the building and they confirmed it will not house illegal aliens. He reassured the public that Murfreesboro would follow the law regarding illegal aliens. Mayor McFarland also reassured citizens that the zoning would not allow for that use. Mr. Maxwell discussed educating children of illegal aliens within the Murfreesboro City Schools and Rutherford County Schools and the financial issues associated with that.

Sam Huddleston introduced Ben Newman, the City's new Planning Director.

Ms. Scales Harris congratulated Ms. Averwater on her upcoming wedding.

Mr. Maxwell inquired about containing aquatic vegetation on Todd's Lake. Sam Huddleston, Assistant City Manager, explained possibilities, issues and potential cost.

#### **Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 8:25 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Workshop Regular Session**

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

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:30 a.m. on Thursday, April 11, 2024.

**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 the meeting.

**City Representatives Present**

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder / Finance Director  
Erin Tucker, Budget Director  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Nate Williams, Executive Director of Recreational Services  
Angela Jackson, Executive Director of Strategic Services  
Karen Lampert, Grant Manager  
Greg McKnight, Executive Director of Development  
Raymond Hillis, Executive Director of Public Works  
Chris Griffith, Executive Director of Public Infrastructure  
Chad Gehrke, Airport Director  
Randolph Wilkerson, Human Resources Director  
Rhonda Darnell, Assistant Human Resources Director  
Cathy Smith, Purchasing Director  
Brad Hennessee, Facilities Maintenance Director  
Kristy Burton, 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**

There were no pre-registered speakers for public comment on actionable agenda items. Mayor McFarland asked if there were any registered speakers for public comment on actionable

agenda items. Jennifer Brown, City Recorder/ Finance Director, indicated no one had registered to speak.

### **Action Items**

**1. Opioid Remediation Funds Spending Plan (Administration).** Karen Lampert, Grant Manager, presented a Council Communication requesting approval of the Opioid Remediation Funds Spending Plan to support the Co-Responder Program. Ms. Lampert provided a summary of services the Co-Responder Program has provided over the past few years. The Co-Responder Program has proven highly beneficial in assisting the Murfreesboro Police Department (MPD) in handling multiple situations involving individuals who require assistance that cannot be solely addressed by law enforcement. The Opioid Remediation Funds of \$290,115, plus future installments, will be allocated to the Murfreesboro Police Department to support the Co-Responder Program. Discussion ensued.

Vice Mayor Shacklett made a motion to approve the Opioid Remediation Funds Spending Plan. 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

**2. Burnt Knob/Manson/Blackman Intersection Professional Services Agreement (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting approval of a Professional Services Contract with Kimley Horn, Inc. (Project Order Number 118073200-02) for the Burnt Knob/Manson/Blackman Intersection Project and reallocation of CIP proceeds from Butler Drive for design and right-of-way. With the continued growth on the west side of I-24 and the construction of the new County elementary school near the intersection of Baker Road and Blackman Road, staff reviewed conceptual improvements to the Burnt Knob, Manson Pike, and Blackman Road intersection. The expense of \$413,500 is funded by reallocated FY21 CIP bond and loan proceeds.

Mr. Wade made a motion to approve the Kimley Horn, Inc. Professional Services Agreement (Project Order Number 118073200-02) and reallocation of CIP proceeds. 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

**3. Siegel Park Playground Replacement (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting approval of an agreement with Landscape Structures, Inc. and reallocation of CIP funds. Purchase of the playground equipment will be done through the Sourcewell contract. The expense of \$270,142 is funded by the FY21 and FY22 Siegel Park CIP budget, including a reallocation of \$330,000 from FY21 and FY22 Barfield Crescent Park Playground/Ballfield Improvements CIP Budget.

Mr. Maxwell made a motion to approve the agreement with Landscape Structures, Inc. and the CIP Fund reallocation. 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

**4. Development Agreement with Rutherford County for Transfer Station (Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval of a Development Agreement with Rutherford County for extending water and sewer services to property outside the City limits for operating a municipal solid waste transfer station on its landfill property off Landfill Road in the Walter Hill community. The Water Resources Department will collect a one-time capacity connection fee of approximately \$70,000 and an ongoing monthly revenue of around \$2,000, consistent with City fee policies.

Mr. Wright made a motion to approve the Development Agreement with Rutherford County for Water and Sewer Service to Property Outside the City Limits for a transfer station. 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

**5. Development Agreement with Rutherford County for Plainview Public Health and Safety Building (Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting Council approval of a Development Agreement with Rutherford County for extending water and sewer services to property outside the City limits and allowing a proposed Public Health and Safety Building to tie to the preexisting sanitary sewer serving Plainview Elementary School. The Water Resources Department will collect

a one-time capacity connection fee yet to be determined and an ongoing monthly revenue for providing sewer services at 1.5 times normal inside City sewer rates.

Ms. Scales Harris made a motion to approve the Development Agreement with Rutherford County for Water and Sewer Service to Property Outside City Limits for the Plainview Public Health and Safety Building. 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

## Minutes

**6. Minutes of City Council Meetings October 20, 2022, through November 3, 2022 (Finance).** Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding approval of the following City Council meeting minutes. The meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

### Historical Minutes

October 20, 2022 (Regular Meeting)  
November 3, 2022 (Public Comment Meeting)  
November 3, 2022 (Regular Meeting)

Mr. Wright made a motion to approve the minutes. 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, Kirt Wade, Shawn Wright,  
Shane McFarland

**Nay:** None

## Workshop Items

**7. CIP Transfers (Finance).** Jennifer Brown, City Recorder/ Finance 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. The transfer of CIP Funds will have no effect on the CIP Funds balance. No action was needed.

**8. February 2024 Dashboard (Finance).** Erin Tucker, Budget Director, presented a Council Communication and documents regarding February 2024 Dashboard. No action was needed.

## Board and Commission Appointments

No Board and Commission Appointments were presented.

## Licensing

**9. Beer Permits (Finance).** Jennifer Brown, Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

### Regular Beer Permits

- Quick Stop Mercado, 760 East Northfield Boulevard (Ownership Change, Grocery/Market)

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

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

**Aye:** 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

**CIP Reallocation.** Erin Tucker, Budget Director, presented a Council Communication requesting approval to reallocate County Shared Bond proceeds. A reallocation of \$10,000 is requested from the Schools Transportation Facility for the final payment for Overall Creek Elementary School. Final payment was withheld until correction of a construction issue. The issue has been resolved, and final payment is owed to the contractor.

Mr. Wade made a motion to approve the CIP reallocation. 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

**Amendment of Employment Agreement with Craig Tindall.** Mayor McFarland presented an employment agreement amendment regarding Craig Tindall's transition in his role of City Manager to Special Counsel. As Special Counsel, he will handle specific roles detailed in the agreement.

Mr. Wright made a motion to approve the Amendment to the Employment Agreement with Craig Tindall. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:



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

**Nay:** None

**City Manager Internal Search Timeline.** Mayor McFarland presented a recommended timeline for an internal search for the next City Manager. Mayor McFarland proposed all internal applications be submitted to the Human Resources Department from April 15–30, 2024. Interviews are recommended to take place with Council and the Executive Team from May 1–17, 2024. Council will meet for selection between May 22-30, 2024. The month of June would be available for the selected candidate to work with Craig Tindall on the budget process. The suggested effective date for the new City Manager is July 2, 2024. If Council decides against internal candidates, then the process for an external candidate will begin. Council conceded the suggested timeline.

**City Schools Board Members Compensation.** Vice Mayor Shacklett serves as a liaison to the Murfreesboro City School Board. He stated members of the School Board commit significant amounts of time to workshops, meetings, and trainings. He requested Council direct Adam Tucker, City Attorney, to draft an ordinance to increase School Board member compensation. Council concurred and directed Mr. Tucker to draft an ordinance. Mr. Tucker will meet with Dr. Trey Duke, City Schools Director, to discuss.

Mayor McFarland thanked Craig Tindall for his accomplishments, work and service to the City during his tenure as City Manager.

**Upcoming Council Meeting.** Craig Tindall, City Manager, stated the next Council Meeting will be held on Thursday, April 18, 2024. Ms. Scales Harris stated she will not be in attendance.

Vice Mayor Shacklett and Mayor McFarland reminded Council that Thursday, April 18, 2024, at 11:00 a.m. is the dedication of Oakland Court for Murfreesboro Housing Authority.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 12:29 p.m.

\_\_\_\_\_  
SHANE MCFARLAND  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Regular Session**

Thursday, April 18, 2024, at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:01 p.m. on Thursday, April 18, 2024.

**Council Members Present**

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

Austin Maxwell was absent and excused from this meeting.

**City Representatives Present**

Craig Tindall, City Manager  
Kelley Blevins Baker, Chief Deputy City Attorney  
Amanda DeRosia, Accounting Manager  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Matthew Blomeley, Assistant Planning Director  
Michael Bowen, Chief of Police  
Steve Jarrell, Deputy Chief of Police  
Karen Lampert, Grant Manager  
Raymond Hillis, Executive Director of Public Works  
Greg McKnight, Executive Director of Development  
Brad Hennessee, Facilities Maintenance Director  
Trey Adams, Golf Director  
Matt Jarratt, Director of Information Technology  
Kristy Burton, Executive Assistant

**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.

Mayor McFarland read a letter from Mr. Maxwell regarding awarding the Mitchell Maxwell Scholarship to eleven Rutherford County High School seniors.

**Ceremonial Items**

**Proclamation: Middle Tennessee Christian School Football Team.** Mayor Shane McFarland presented a Proclamation to Middle Tennessee Christian School Football Team who reached an exceptional pinnacle of success by clinching the coveted Tennessee Secondary School

Athletic Association (TSSAA) Division II-A State Football Championship. Mayor Shane McFarland, on behalf of the entire City Council, proclaimed April 18, 2024, as a day to honor and recognize the accomplishments of Middle Tennessee Christian School Football Team.

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

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Amanda DeRosia, Accounting Manager, indicated no one had registered to speak and moved to the next item on the agenda.

#### **Consent Agenda**

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

- 1. Mandatory Referral for Dedication of an Electric Easement along Cason Lane (Planning)**
- 2. Mandatory Referral for Dedication of an Electric Easement Along Overall Street (Planning)**
- 3. Master Services Agreement with Flock Group, Inc. (Police)**
- 4. Main Street Banner Request (Street)**
- 5. Asphalt and Concrete Purchase Report (Street)**
- 6. Transportation Equipment Rebate Terms and Conditions (Transportation)**
- 7. TDOT Salem Hwy Widening Phase 3 - Sewer Easement Offers (Water Resources)**

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

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

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

**Nay:** None

#### **Old Business**

#### **Land Use Matters**

**8. Ordinance 22-OZ-48 Rezoning Property Along Memorial Blvd. and Haynes Haven Lane (Second and Final Reading) (Planning).** The ordinance titled, "ORDINANCE 22-OZ-48 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the zoning of approximately 22 acres located at 1925 and 1927 Memorial Boulevard to rezone approximately 5.4 acres from Single Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District and to amend the use of approximately 16.6 acres of the existing Adams Place PUD; AdamsPlace, LLC, applicant, [2022-420]" which passed its first reading on April 4, 2024, was offered for passage on second and final reading.

Mr. Wright made a motion to approve Ordinance 22-OZ-48 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

**Aye:** Jami Averwater, Kirt Wade, Shawn Wright, Shane McFarland

**Nay:** Madelyn Scales Harris, Bill Shacklett

## **New Business**

### **Resolution**

**9. Resolution 24-R-10 Solid Waste Fee Schedule Adjustment (Solid Waste).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval of Resolution 24-R-10 to adjust solid waste fees. The resolution titled, “RESOLUTION 24-R-10 adopting Solid Waste Collection and Disposal Fee Schedule” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-10. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### **On Motion**

**10. Patterson Park Ductwork Replacement (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting approval of an agreement with Trinity Geothermal, LLC. It was determined that the existing non-insulated ductwork installed in 2002 was designed incorrectly and needs to be replaced to eliminate moisture accumulation. The expense of \$121,483 is funded by FY21 Patterson Park CIP Budget.

Mr. Wade made a motion to approve the agreement with Trinity Geothermal, LLC. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**11. General Bragg Trailhead Playground Replacement (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting approval of agreements with Landscape Structures, Inc. and ForeverLawn, Inc. through Sourcewell for playground replacement at General Bragg Trailhead and CIP Funds reallocation. The expense, \$207,045, is funded by the FY21

General Bragg Trailhead CIP budget, including a reallocation of \$206,000 from FY21 Barfield Crecent Park Expansion CIP budget, and the FY24 operating budget.

Ms. Scales Harris made a motion to approve agreements with Landscape Structures, Inc. and ForeverLawn, Inc. and CIP Funds reallocation. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**12. Ceiling Renovations at Hobgood Elementary School (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting approval of an agreement with Thrash Construction Services, LLC for ceiling renovations at Hobgood Elementary School. This project consists of the removal of existing ceiling, asbestos abatement of existing water pipe insulation, and installation of new suspended acoustic tile ceilings. The expense of \$486,110 is funded by shared proceeds from County facility bonds.

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

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

**Nay:** None

**13. Second Amendment of Old Fort Golf Course Renovation Project Contract (Golf).** Trey Adams, Golf Director, presented a Council Communication requesting approval of a Second Amendment to the Contract with Wadsworth Golf Construction Company for the Old Fort Golf Course renovation project. This amendment will result in an increase to the previously amended contract by \$53,436.

Mr. Wade made a motion to approve the Second Amendment to the Contract with Wadsworth Golf Construction Company. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**14. Cityworks Software License Annual Renewal (IT).** Matt Jarratt, Director of Information Technology, presented a Council Communication requesting approval of a Work Order for Cityworks software license renewals for City, Water Resources, and Public Safety (Quote Q-34515-1). The total expense of \$191,000 is funded by the both the department's operating budget, (\$112,700) and MWRD operating budget (\$78,300).

Ms. Scales Harris made a motion to approve the Work Order for Cityworks Software License Annual Renewal (Quote Q-34515-1). Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**15. Amendment 1 to Violent Crime Intervention Fund Grant Contract (Police).** Steve Jarrell, Deputy Chief of Police, presented a Council Communication requesting Council approve Amendment 1 to Violent Crime Intervention Fund grant contract. The State has recently submitted Amendment 1 to the grant contract for the purpose of reallocating some of the funding from FY24 to FY25 to allow the department to complete some of the budgeted purchases. There were no changes to the overall funding or terms. Grant revenue and expenditures for FY24 will decrease by \$906,280 and will be increased in FY25 for the same amount.

Mr. Wright made a motion to approve Amendment 1 to the Violent Crime Intervention Fund Grant Contract. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**16. Contract with Pen-Link, Ltd. for Software Purchase (Police).** Steve Jarrell, Deputy Chief of Police, presented a Council Communication requesting approval of a contract with Pen-Link, Ltd. for PLX analysis software suite subscription. The one-year contract price of \$77,377 is funded by the department's FY24 operating budget.

Mr. Wade made a motion to approve the contract with Pen-Link, Ltd. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### **Board and Commission Appointments**

No board and commission appointments were presented.

**Water Resources Board Transition to Utility Board.** Mayor McFarland advised Council regarding making the Water Resources Board a Utility Board. The Board would be able to work through the process reviewing both water resources and solid waste issues as utility board instead of two unique boards. This may create additional work for the Board members and staff will need to review the City's Charter regarding compensation. Craig Tindall, City Manager, stated staff will review and make sure it is consistent with the Charter.

### **Licensing**

No beer permits were presented.

### **Payment of Statements**

No payment of statements was presented.

### **Other Business**

**Future Council Meetings.** Craig Tindall, City Manager, informed Council there will not be a meeting next week. The next Council meeting will be Thursday, May 2, 2024, for a Public Comment Session and a Regular Meeting.

**Mayor's Prayer Breakfast.** The Mayor's Prayer Breakfast is conducted by Greenhouse Ministries and occurs on Friday, May 3, 2024, at 6:30 a.m.

**Murfreesboro Housing Authority.** Vice Mayor Shacklett remarked on the opening of the housing authority. He stated it is a blessing to see it and commended all who have worked together to make it come to fruition. Mayor McFarland spoke about ribbon cutting at Oakland Park and how housing in the area is not like any other affordable housing. Mayor McFarland stated there will be a meeting in June to review the downtown overlay of rules within the downtown area.

**State of the City.** Mayor McFarland stated the State of the City will debut Tuesday, April 23, 2024, at 7:00 p.m. on CityTV, social media channels and YouTube.

**City Manager Position Posting.** Mayor McFarland stated the City Manager position was posted on Tuesday and will close in a week, then the process with Council and Executive Team interviews will begin.

**Chief Deputy Attorney.** Mayor McFarland congratulated Kelley Blevins Baker for becoming the Chief Deputy City Attorney.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 6:36 p.m.

\_\_\_\_\_  
SHANE MCFARLAND  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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





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

Thursday, May 2, 2024 at 5:30 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:32 p.m. on Thursday, May 2, 2024.

**Council Members Present**

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

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

**City Representatives Present**

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder / Finance Director  
Sam Huddleston, Assistant City Manager  
Greg McKnight, Executive Director of Development  
Ben Newman, Planning Director  
Raymond Hillis, Executive Director of Public Works  
Nate Williams, Executive Director of Recreational Services  
Cathy Smith, Purchasing Director  
Kristy Burton, Executive Assistant

**Public Comment**

Mayor McFarland confirmed with Jennifer Brown, City Recorder/ Finance Director, that there was one registered speaker for public comment. Mayor McFarland reviewed the procedures for speaking and invited those present to come forward when they heard their name. Mayor McFarland called the following individual to come forward and address the Council.

1. Richard Baines, 1319 Parkview Terrace, spoke regarding algae formed in cold spring weather in Todd Lake. Retention ponds are hosts to algae growth with no City or County oversight.

There being no further business, Mayor McFarland adjourned this meeting at 5:36 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Regular Session**

Thursday, May 2, 2024, at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, May 2, 2024.

**Council Members Present**

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

Kirt Wade was absent and excused from this meeting.

**City Representatives Present**

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder / Finance Director  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Greg McKnight, Executive Director of Development  
Ben Newman, Planning Director  
Nate Williams, Executive Director of Recreational Services  
Cathy Smith, Purchasing Director  
Raymond Hillis, Executive Director of Public Works  
Jim Kerr, Transportation Director  
Matthew Blomeley, Assistant Planning Director  
Brad Barbee, Principal Planner  
Chris Griffith, Executive Director of Public Infrastructure  
Randolph Wilkerson, Human Resources Director  
Robert Holtz, Community Development Director  
Jessica Cline, Community Development Assistant Director  
Mark McCluskey, Chief of Fire Rescue  
Chad Gehrke, Airport Director  
Kim Fann, Accounting Clerk  
Kristy Burton, Executive Assistant

**Prayer and Pledge of Allegiance**

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

**Ceremonial Items**

**STARS Award for February 2024.** Randolph Wilkerson, Human Resources Director presented the STARS Award for the month of February upon Kimberly Fann, Accounting Clerk for

the Murfreesboro Airport. The STARS award purpose is to recognize City employees that go above and beyond the call of duty. Ms. Fann goes the extra mile providing outstanding customer service to whomever enters the airport.

Mayor McFarland thanked Mr. Maxwell and Vice Mayor Shacklett for their service to our country. Mayor McFarland spoke regarding The Possibility Place and asked everyone to find ways they can help the organization.

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

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Jennifer Brown, City Recorder/ Finance Director, indicated no one had registered to speak and moved to the next item on the agenda.

#### **Consent Agenda**

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

- 1. Housing Rehabilitation Change Order #2 511 Eventide (Community Development)**
- 2. The Barnabas Vision, Inc. Subrecipient Budget Amendment 1 (Community Development)**
- 3. Retail Liquor Certificate of Compliance - Overall Liquor and Wine - Ownership Change (Finance)**
- 4. Murfreesboro Transit Center Contingency Allowance Allocation (Project Development)**
- 5. Asphalt Purchases Report (Water Resources)**
- 6. Barton Lawn Care Contract Amendment (Water Resources)**

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

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

**Nay:** None

#### **Minutes**

**7. Minutes of City Council Meetings November 9, 2022 through November 17, 2022 (Finance).** Jennifer Brown, City Recorder/Finance Director, presented a Council Communication regarding approval of the following City Council meeting minutes. The meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

##### Historical Minutes

November 9, 2022 (Workshop)  
November 17, 2022 (Regular Meeting)

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

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

**Nay:** None

## **New Business**

### **Land Use Matters**

**8. Plan of Services and Annexation for Property Along Asbury Road (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding Plan of Services and Annexation for property along Asbury Road and I-24. The G.S. Dismukes and Barbara W. Dismukes Revocable Living Trust initiated a petition of annexation [2024-501] for approximately 160 acres located at the western terminus of Asbury Road. The City developed its plan of services for this area. If annexed, it would come into the City with an interim RS-15 zoning classification. Staff anticipates a zoning request will follow, if annexed. Notice of public hearing was published on April 16, 2024, in the *Murfreesboro Post*. Mr. Blomeley stated a public hearing was required on the matter.

**8a. Public Hearing: Plan of Services and Annexation.** Mayor McFarland initiated a public hearing, welcoming comments on the plan of services and annexation and providing instructions for those wishing to speak.

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

**8b. Plan of Services: Resolution 24-R-PS-07.** The resolution titled, “RESOLUTION 24-R-PS-07 to adopt a Plan of Services for approximately 160 acres located at the western terminus of Asbury Road, The G.S. Dismukes & Barbara W. Dismukes Revocable Living Trust, applicant [2024-501]” was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 24-R-PS-07 on first and only reading. 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

**8c. Annexation: Resolution 24-R-A-07.** The resolution titled, “RESOLUTION 24-R-A-07 to annex approximately 160 acres located at the western terminus of Asbury Road (Tax Map 071, Parcel 11.00), and to incorporate the same within the corporate boundaries of the City of

Murfreesboro, Tennessee, The G.S. Dismukes & Barbara W. Dismukes Revocable Living Trust, applicant [2024-501]” was offered for passage on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 24-R-A-07 on first and only 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, Shawn Wright, Shane McFarland

**Nay:** None

**9. Plan of Services, Annexation and Zoning for Property Along South Church Street (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding Plan of Services, Annexation and Zoning of approximately 0.47 acres located along the west side of South Church Street south of Highfield Drive. Notice of public hearing was published on April 16, 2024 in the *Murfreesboro Post*. Mr. Blomeley stated that public hearings for the plan of services, annexation and zoning were required on the matter.

**9a. Public Hearing: Plan of Services and Annexation.** Mayor McFarland initiated a public hearing, welcoming comments on the plan of services and annexation and providing instructions for those wishing to speak.

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

**9b. Plan of Services: Resolution 24-R-PS-08.** The resolution titled, “RESOLUTION 24-R-PS-08 to adopt a Plan of Services for approximately 0.47 acres located at 3416 South Church Street, Wesley H. Allen and Tonya C. Allen, applicants [2024-502]” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-PS-08 on first and only 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, Shawn Wright, Shane McFarland

**Nay:** None

**9c. Annexation: Resolution 24-R-A-08.** The resolution titled, “RESOLUTION 24-R-A-08 to annex approximately 0.47 acres located at 3416 South Church Street (Tax Map 125O, Group A, Parcel 002.00), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Wesley H. Allen and Tonya C. Allen, applicants [2024-502]” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-A-08 on first and only 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, Shawn Wright, Shane McFarland

**Nay:** None

**9d. Public Hearing: Zone 0.47 acres.** Matthew Blomeley, Assistant Planning Director, presented a zoning request for property located along the west side of South Church Street, south of Highfield Drive to rezone to Planned Commercial Development (PCD) District (3416 South Church Street PCD), simultaneous with annexation. Notice of public hearing was published on April 16, 2024 in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing for the ordinance establishing the requested zoning was required on the matter. Clyde Rountree, Huddleston-Steele Engineering, Incorporated, provided a PowerPoint presentation regarding the project including information on the site plan, architectural plans, and alternate site plan.

Mayor McFarland initiated a public hearing, welcoming comments on the zoning and providing instructions for those wishing to speak.

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

**9e. First Reading: Ordinance 24-OZ-08.** The ordinance titled, “ORDINANCE 24-OZ-08 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 0.47 acres at 3416 South Church Street as Planned Commercial Development (PCD) District (3416 South Church Street PCD) simultaneous with annexation; Greg Patel, applicant [2024-401]” was offered for passage on its first reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-08 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, Shawn Wright

**Nay:** None

**Abstain:** Shane McFarland

**10. Rezoning Property Along West Thompson Lane (Planning).** Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding rezoning approximately 2.2 acres located along West Thompson Lane west of Northboro Court from Single-

Family Residential District 15 (RS-15) to Planned Residential Development District (Kings Landing Annex PRD). Notice of public hearing was published on April 16, 2024, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing for the rezoning was required on the matter. Discussion ensued. Clyde Rountree, Huddleston-Steele Engineering, Incorporated, presented regarding the project.

**10a. Public Hearing: Rezone 2.2 acres.** Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and providing instructions for those wishing to speak.

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

**10b. First Reading: Ordinance 24-OZ-09.** The ordinance titled, “ORDINANCE 24-OZ-09 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 2.2 acres located along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Kings Landing Annex PRD); Black Diamond Development, applicant, [2024-402]” was offered for passage on its first reading.

Mr. Wright made a motion to approve Ordinance 24-OZ-09 on first reading. 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

**11. Sewer Allocation Variance - South Church Street – Yanahli Commercial Development (Planning).** Brad Barbee, Principal Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 18 sfu’s for the commercial development located at 2961-2977 South Church Street. The Planning Department and Water Resources Department have reviewed the application and support the request.

Mr. Maxwell made a motion to approve the sewer allocation variance. 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



**12. Sewer Allocation Variance - New Salem Highway – Salem Square Commercial Center (Planning).** Brad Barbee, Principal Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately seven sfu's for two multi-tenant commercial buildings to be located along the south side of New Salem Highway east of Barfield Road. The Planning Department and Water Resources Department have reviewed the application and support the request.

Mr. Wright made a motion to approve the sewer allocation variance. 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

**13. Sewer Allocation Variance - Veterans Parkway – Fresh Hospitality Commercial Development (Planning).** Brad Barbee, Principal Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 17 sfu's for a proposed commercial building for a multi-tenant commercial development with three commercial buildings to be located at the northeast corner of Veterans Parkway and Jack Byrnes Drive. The Planning Department and Water Resources Department have reviewed the application and support the request.

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:

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

**Nay:** None

### **Resolution**

**14. Resolution 24-R-11 Unclaimed Property (Finance).** Jennifer Brown, City Recorder/Finance Director, presented a Council Communication requesting Council authorize the annual request to the State to return unclaimed property remitted by the City of Murfreesboro. The resolution titled, "RESOLUTION 24-R-11 requesting unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act" was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 25-R-11. 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

**On Motion**

**15. Beasie-River Rock Connector Change Order No. 1 (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication regarding a change order with Bell and Associates, LLC, for the Beasie-River Rock Connector Road Project. If approved, this would change the substantial completion date to August 30, 2024, and final completion to September 30, 2024. Mr. Griffith requested Council approve the change order.

Mr. Wright made a motion to approve the Beasie-River Rock Connector Road Project Change Order No. 1 with Bell and Associates, LLC. 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

**16. Professional Services Contract - SE Broad Widening (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting approval of a Professional Services Contract with Kimley Horn, Inc. for the widening of SE Broad. This contract includes traffic data collection, current operational analysis, and conceptual design services, which will provide essential information for a future full design contract. The final design will be a five-lane curb and gutter section with a sidewalk on each side, as outlined in the 2040 Major Transportation Plan. The expense, \$57,700, is funded within the FY24 CIP Budget.

Mr. Wright made a motion to approve the Professional Services Contract with Kimley Horn Inc. for SE Board widening. 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

**17. Medical Center Widening Professional Services Agreement Amendment No. 1 (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting Council approve Contract Amendment No. 1 with Energy Land and

Infrastructure, LLC (ELI) for the widening of Medical Center Parkway. This expense, \$351,422, is funded by the FY21 and FY22 CIP bond and loan proceeds.

Mr. Wright made a motion to approve the Amendment No. 1 to the Contract with Energy Land and Infrastructure, LLC for Medical Center Parkway Widening. 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

**18. Old Fort Park Tennis Court Renovations (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting approval of the agreement with Steelhead Building Group, LLC for Tennis Court Renovations at Old Fort Park. The project consists of demolition of the eight original tennis courts and site amenities, and the construction of six new tennis courts, six new pickleball courts, fencing, lighting, and concrete curbing around the new courts. The expense, \$1,244,403, is funded by the American Rescue Plan Act (ARPA).

Ms. Averwater made a motion to approve the agreement with Steelhead Building Group, LLC for Tennis Court Renovations at Old Fort Park. 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

**19. Discovery School Multisport Court Installation (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting approval of the agreement with Browning Chapman, LLC d/b/a Sport Court of Tennessee through the Sourcewell Contract for repair of a multisport court at Discovery School. The total project cost of \$139,855 is funded by a \$93,000 Project Diabetes Grant and \$46,855 by interest on County Shared Bonds.

Mr. Maxwell made a motion to approve the agreement with Browning Chapman, LLC d/b/a Sport Court of Tennessee. 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

**20. Installation of Snake Rail Fence at 2150 NW Broad Street (Facilities).** Brad Hennessee, Facilities Manager, presented a Council Communication requesting approval of an agreement with Volunteer Fence Company, LLC for existing chain link fence removal and installation of battlefield-style fencing at the American Battlefield Trust property located at 2150 Northwest Broad Street. The \$76,800 expense is funded by the Parks and Recreation Department's FY24 operating budget.

Ms. Scales Harris made a motion to approve the agreement with Volunteer Fence Company, LLC. 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, Shawn Wright, Shane McFarland

**Nay:** None

**21. Guardrail Replacement Agreement (Street).** Raymond Hillis, Executive Director of Public Works, presented a Council Communication requesting approval of an agreement with LU, Inc. for guardrail replacement. The agreement allows the Street Department to respond to damaged guardrails and provide safer roadways for motorists. The expense of \$208,196 is funded with Risk Management funds and Street Department Budget.

Ms. Averwater made a motion to approve the guardrail replacement agreement with LU, Inc. 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, Shawn Wright, Shane McFarland

**Nay:** None

**22. Purchase of Replacement Downtown Signal Equipment (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication requesting approval of a purchase agreement with Southern Lighting & Traffic Systems LLC to purchase replacement signal equipment for 18 signals. The expense of \$91,295 is funded by Sports Betting Funds.

Mr. Wright made a motion to approve the agreement with Southern Lighting & Traffic Systems LLC. 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, Shawn Wright, Shane McFarland

**Nay:** None

## **Board and Commission Appointments**

**23. Murfreesboro Housing Authority (Administration).** Mayor McFarland presented a Council Communication proposal regarding reappointment of the following Murfreesboro Housing Authority member with a five-year term. Mayor McFarland clarified how the City is involved with the Murfreesboro Housing Authority. The Council has the authority by resolution to appoint the members but once the appointment is made it is outside the scope of the city.

- Betty Hord, Term expiration May 2, 2029

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

**Aye:** Jami Averwater, 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 were offered for approval:

### Regular Beer Permits

- Mesa Mart, 2546 Southgate Boulevard, Suite C (New Location, Grocery/Market)
- Max Mart, 4923 Northwest Broad Street (New Location, Grocery/Market)
- MTSU Concessions – Buck Bouldin Tennis Courts, 1210 Greenland Drive (New Location, Sports Venue)
- Che Taqueria, 1813 Memorial Boulevard (Ownership/Name Change, Restaurant)
- Tennessee Axe and Smash, 123 Southeast Broad Street (Ownership Change, Axe Throwing and Smashroom)

### Special Event Beer Permits

- Rutherford County Chamber of Commerce
  - 2019 Memorial Blvd, October 15, 2024 (Networking event)
  - 325 Shores Drive, November 12, 2024 (Networking event)

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

Ms. Averwater made a motion to approve the Beer and Special Event 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, Shawn Wright, Shane McFarland

**Nay:** None

## **Payment of Statements**

No payment of statements was presented.

**Other Business**

**Prayers for Officer Clark.** Ms. Scales Harris asked for prayers for Officer Shondell Clark after suffering a stroke.

**School Principal Day.** Vice Mayor Shacklett informed Council that May 1<sup>st</sup> was School Principal Day and thanked all City Schools principals for their hard work and dedication.

**License Plate Recognition Technology.** Mr. Maxwell spoke regarding the Murfreesboro license plate recognition technology recently installed and how it helped apprehend individuals who committed a crime within Murfreesboro. Mr. Maxwell said it was good to see the how the City's investment is being put to good use.

**Oaklands Mansion Parking for Events.** Mr. Maxwell encouraged Council and staff to work with Oaklands Mansion regarding community events and parking in the grass. Mayor McFarland requested that Craig Tindall, City Manager, review the ordinance regarding this issue. Nate Williams, Executive Director of Recreational Services, stated there were no events on hold for Oaklands Mansion and reviewed current permits on hold for other community events.

**Council Meetings.** Mayor McFarland stated Council will conduct City Manager interviews starting at 9:00 a.m. at the Murfreesboro Municipal Airport Conference Room on Friday, May 10, 2024.

Craig Tindall stated Council will meet for Workshop on Thursday, May 9, 2024.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 7:06 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Workshop Regular Session**

Thursday, May 9, 2024 at 11:30 am  
Municipal Airport Business Center  
1930 Memorial Boulevard  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:39 a.m. on Thursday, May 9, 2024. The meeting began late due to an Executive Session being held prior.

**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  
Amanda DeRosia, Interim City Recorder/ Interim Finance Director  
Randolph Wilkerson, Human Resources Director  
Erin Tucker, Budget Director  
Scott Elliott, Project Development Manager  
Dr. Trey Duke, Director of Murfreesboro City Schools  
Ronald Head, Information Technology Assistant Director  
Kristy Burton, 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 confirmed that no speakers signed up for public comment on actionable agenda items and moved to the next item on the agenda.

**Action Items**

**1. Resolution 24-R-13 Appointment of Interim City Recorder/ City Treasurer (Mayor).**

Mayor McFarland presented a Council Communication requesting appointment of Amanda DeRosia as Interim City Recorder and Interim City Treasurer and authorization for the Mayor and City Manager to negotiate a contract with Ms. DeRosia. The resolution titled, “RESOLUTION 24-R-

13 appointing an Interim City Recorder and City Treasurer” was offered for passage on its first and only reading.

Mr. Maxwell made a motion to approve Resolution 24-R-13. 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

Mayor McFarland informed Council that Human Resources has posted the position. The process of appointing a new City Recorder / City Treasurer will be similar to that of City Manager. Council members were directed to call the City Manager, City Attorney or Human Resources Director with questions.

**2. Ordinance 24-O-13 FY24 Budget Amendment (First Reading) (Finance).** Erin Tucker, Budget Director, presented a Council Communication regarding amending the City’s FY24 Budget Ordinance. The ordinance titled “ORDINANCE 24-O-13 amending the Fiscal Year 2024 (hereafter “FY2024”) Budget (4th Amendment)” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Ordinance 24-O-13 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

**3. FY24 Annual Audit Contract (Finance).** Amanda DeRosia, Interim City Recorder/ Interim Finance Director, presented a Council Communication regarding the annual audit contract and production of the Annual Comprehensive Financial Report (ACFR) for FY24. The contract titled “Contract to Audit Accounts of City of Murfreesboro” with Jobe, Hastings & Associates was offered for approval. The proposed fee for the audit is \$173,500, plus \$12,000 for State required chart of accounts crosswalk for a total of \$185,000 included in the Finance Department FY25 operating budget.

Ms. Averwater made a motion to award the ACFR contract to Jobe, Hastings & Associates. 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

**4. Robert Rose Administration Building Renovations Contingency Allowance Allocation (Project Development).** Scott Elliott, Project Development Manager, presented a Council Communication regarding the report on the contract contingency allowance for the Robert Rose Administration Building renovations. This report was provided for informational purposes only and no vote was required.

**5. Robert Rose Renovations Change Order No. 3 (Project Development).** Scott Elliott, Project Development Manager, presented a Council Communication requesting Change Order No. 3 to the construction contract with Rock City Construction Company, LLC, for renovations at the new MWRD Administration Building located at 316 Robert Rose Drive. The amount of the change order, \$3,421, can be accommodated in the contingency allowance with no change in the total contract amount of \$2,206,937.

Mr. Wright made a motion to approve Change Order No. 3 to the contract with Rock City Construction Company, LLC. 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

**6. Resolution 24-R-09 Schools FY24 Budget Amendment No. 8 (Schools).** Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication requesting approval of Resolution 24-R-09 to amend FY24 General Purpose fund to budget new grant money awarded by Tennessee Risk Management Trust to fund additional safety equipment for MCS operations. The resolution titled, “RESOLUTION 24-R-09 amending the Fiscal Year 2024 (hereafter “FY2024”) Murfreesboro City Schools Budget (8th Amendment)” was offered for passage on first and only reading.

Ms. Scales Harris made a motion to approve Resolution 24-R-09. 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

**7. Resolution 24-R-12 Schools FY24 Budget Amendment No. 9 (Schools).** Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication requesting approval of

Resolution 24-R-12 to amend FY24 General Purpose and Federal Projects funds to budget new grant awards and reallocate funds, including a summer school program. The resolution titled, “RESOLUTION 24-R-12 amending the Fiscal Year 2024 (hereafter “FY2024”) Murfreesboro City Schools Budget (9th Amendment)” was offered for passage on first and only reading. Discussion ensued.

Mr. Maxwell made a motion to approve Resolution 24-R-12. 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

### **Workshop Items**

**8. CIP Transfers (Finance).** Amanda DeRosia, Interim City Recorder/ Interim Finance Director, presented a Council Communication and documents regarding the CIP Funds Transfer Report regarding spending down the 2021 Bond. This report was for informational purposes only and no vote was required.

**9. March 2024 Dashboard (Finance).** Erin Tucker, Budget Director, presented a Council Communication and documents regarding the March 2024 Dashboard update which included financial, building & codes, risk management, construction data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports. This update was for informational purposes only and no action was required.

### **Board & Commission Appointments**

No board and commission appointments were presented.

### **Licensing**

No beer permits were presented.

### **Payment of Statements**

No payment of statements was presented.

### **Other Business**

**Renewal of Managed Cyber-Security Services Contract (Information Technology).** Ronald Head, Information Technology Assistant Director, presented a Council Communication and documents requesting approval of a renewal contract with Waypoint Solutions for managed cyber-security services for City and Water Resources. The estimated expenditure of \$295,254 is funded from the Information Technology and Public Safety operation budgets.

Mr. Wright made a motion to approve the renewal contract with Waypoint Solutions. 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

**Separation Agreement with Jennifer Brown (Legal).** Adam Tucker, City Attorney, presented a Separation and Release of Claims Agreement regarding the resignation of Jennifer Brown from employment with the City of Murfreesboro. The Separation and Release of Claims Agreement, dated May 9, 2024, released Jennifer Brown from her contract with the City of Murfreesboro as the City Recorder, City Treasurer, and Finance Director.

Mr. Maxwell made a motion to approve the Separation and Release of Claims Agreement with Jennifer Brown. 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

Mr. Maxwell and Mayor McFarland asked City staff to include an update on major projects at a workshop session prior to Craig Tindall, City Manager, leaving the City Manager position.

Mayor McFarland discussed the City Manager interviews scheduled for May 10, 2024.

### **Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 12:59 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Special Session – City Manager**  
**Interviews**

Friday, May 10, 2024, at 9:00 am  
Municipal Airport Business Center  
1930 Memorial Boulevard  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session at its meeting place in the Municipal Airport Business Center at 9:02 a.m. on Friday, May 10, 2024.

**Council Members Present**

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

**City Representatives Present**

Adam F. Tucker, City Attorney  
Randolph Wilkerson, Human Resources Director  
Rhonda Darnell, Human Resources Assistant Director  
Darren Gore, Assistant City Manager/ Water Resources Director  
Sam Huddleston, Assistant City Manager  
Chad Gehrke, Airport Director  
Ronald Head, Assistant Information Technology Director  
Mike Browning, Public Information Officer  
Kristy Burton, 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 confirmed that no speakers signed up for public comment on actionable agenda items and moved to the next item on the agenda.

**Interview Candidates for City Manager**

This special meeting was held to conduct interviews for the position of City Manager for the City of Murfreesboro, Tennessee. Each candidate went through a review process with an Executive Panel and the City Council.

**1. Candidates.** The following candidates showcased their career accomplishments and presented their unique visions for the City's future: Darren Gore, Assistant City Manager/ Water Resources Director, and Sam Huddleston, Assistant City Manager.

**1a. Darren Gore** presented a PowerPoint presentation titled, "Chasing Perfection." Mr. Gore outlined his vision, mission, culture, and values for the City of Murfreesboro. Mr. Gore expressed where he felt the City needs to go as an organization including charting a Servicecentric Mission, improving Murfreesboro's quality of life, stakeholder and developer interactions, and improving Murfreesboro's visitor experience. To go in this direction, Mr. Gore stated the City's needs to deliver efficient services such as utilities, public safety, recreation, transportation, public works, and deliver effective services to frontline departments with a good internal service team and support of City Council. A Servicecentric Mission requires a cultural reset to allow the City to more easily communicate, collaborate, and build bridges versus becoming isolated and forming silos.

Mayor McFarland opened the floor for Council to ask questions of Mr. Gore. A question-and-answer session and discussion ensued among Council members and Mr. Gore on various topics including management style, dealing with constructive feedback, future vision, learning from failure, diversity, challenges and changes as City Manager, and opportunities throughout the City.

**1b. Sam Huddleston** presented a PowerPoint presentation titled, "Interview Presentation City Manager May 1, 2024." Mr. Huddleston reviewed his experience and accomplishments as Assistant City Manager and previous experience as Director of Development Services, Community Development Director, Floodplain Administrator, Assistant City Engineer, Environmental Engineer, and Environmental Consulting Project Manager. Mr. Huddleston outlined his vision statement for the future of the City, provided ideas for internal recruitment, training to increase career mobility, employee benefits, education and certification assistance, City facilities and resources, City growth.

Mayor McFarland opened the floor for Council to ask questions of Mr. Huddleston. A question-and-answer session and discussion ensued among Council members and Mr. Huddleston on various topics including navigating day-to-day service and relationships as City Manager, vision for economic development, dealing with constructive feedback, challenges and changes as City Manager, learning from failure, diversity, and opportunities throughout the City.

**Discussion and Selection of City Manager**

Council reviewed, discussed and evaluated Darren Gore’s and Sam Huddleston’s presentations, qualifications, and their vision for the new City Manager. Ms. Averwater stated that the two internal candidates are well qualified, but she is still open to external candidates.

Mr. Wright made a motion to enter City Manager contract negotiations with Darren Gore. 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:** Kirt Wade

Adam Tucker, City Attorney, and Randolph Wilkerson, Human Resources Director, were instructed to develop a City Manager pay scale and contract between the City and Darren Gore. The contract will be presented to Council for final ratification and Mr. Gore’s acceptance at a future meeting.

Mayor McFarland thanked Mr. Wilkerson and the Human Resources team for their work regarding the City Manager position search and interview process.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 12:30 p.m.

\_\_\_\_\_  
SHANE MCFARLAND  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Budget Special Session**

Thursday, May 23, 2024, 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 a special budget session in the Council Chambers at City Hall at 4:03 p.m. on Thursday, May 23, 2024.

**Council Members Present**

Mayor Shane McFarland – Presiding  
Jami Averwater  
Madelyn Scales Harris  
Bill Shacklett  
Kirt Wade (Arrived late – during discussion of Agenda Item 1a. Administration)  
Shawn Wright

Austin Maxwell was absent and excused from this meeting.

**City Representatives Present**

Darren Gore, Assistant City Manager/ Water Resources Director  
Adam Tucker, City Attorney  
Erin Tucker, Budget Director  
Lesley Short, Assistant Finance Director  
Sam Huddleston, Assistant City Manager  
Michael Bowen, Chief of Police  
Mark McCluskey, Chief of Fire Rescue  
Alan Bozeman, Communications Director  
Trey Duke, City Schools Director  
Chad Gehrke, Airport Director  
Russell Gossett, Solid Waste Director  
Kevin Jones, Building and Codes Director  
Jim Kerr, Transportation Director  
Randolph Wilkerson, Human Resources Director  
Rhonda Darnell, Assistant Human Resources Director  
Nate Williams, Executive Director of Parks & Recreation  
Chris Griffith, Executive Director of Public Infrastructure  
Raymond Hillis, Executive Director of Public Works  
Angela Jackson, Executive Director of Community Services  
Greg McKnight, Executive Director of Development Services  
Scott Elliott, Project Development Manager  
Ryan Hulsey, Airport Manager  
Ewing Sellers, City Judge  
Doug Swann, Assistant Director of Water Resources Department Finance and Administration  
Joe Ehleben, Project Coordinator  
Michelle Emerson, City Engineer  
James Hill, Project Development Coordinator  
Reisha Watson, Fire Budget Analyst  
Mike Browning, Public Information Officer

## **Prayer and Pledge of Allegiance**

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

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

No speakers were registered to speak for public comment on actionable agenda items.

## **New Business**

**1. FY25 Budget Discussions.** Mayor McFarland announced that the purpose of this meeting was to present to Council the Fiscal Year 2025 Budget.

**1a. Administration.** Erin Tucker, Budget Director, presented the proposed Fiscal Year 2025 City budget and stated presentation of City schools, water resources and stormwater budgets would follow. She provided snapshots of key revenues and expenses with a comparison to this year and next year's proposed budget. Budget highlights included \$280 million in revenues and \$364 million in expenditures (use of fund balance). Major revenue assumptions were reviewed which include property tax, local sales tax, state sales tax, MED Proceeds, Solid Waste Fee, and other revenues. FY25 Expenditures by division were reviewed as well as the supplemental requests, personnel and non-personnel, and the payroll impact for new positions, raises, COLA, and medical/dental increase.

Ms. Scales Harris asked if raises for year-round part-time employees were included in the budget. Ms. Tucker stated that budgeted raises would include year-round part-time employees. Ms. Scales Harris asked to include School Crossing Guards in the budget for raises. Ms. Tucker stated it will be corrected for this year.

Ms. Tucker stated next steps include a public hearing and first reading of the budget and tax rate ordinance at Council's regular meeting on June 6, 2024, and second reading at Council's workshop meeting on June 13, 2024, which will also include the presentation of budget resolutions for water resources, stormwater, community investment trust, and City schools Budget for approval.

Mayor McFarland stated public safety employee hiring has not met expectations and asked Michael Bowen, Chief of Police, about police officer recruitment and when new training classes will begin for those candidates already selected. Chief Bowen stated the challenge is the City of Murfreesboro had a greater rate of growth than other cities. Chief Bowen felt confident that recruiting efforts would be successful, and the numbers of officers would increase in the upcoming Fiscal Year 2025. Mayor McFarland challenged Chief Bowen to develop a plan for the City of



Murfreesboro to match comparative cities' starting pay salaries. Ms. Tucker stated keeping with the 14-step plan but raising the starting pay would increase this portion of the budget from \$56,500 to \$62,500, which is a 10.7% increase overall and includes the 4% COLA for FY25. Typically, the COLA allowance has been conservative, but it was being raised more aggressively this coming fiscal year.

Mayor McFarland stated the Murfreesboro Police Department budgeted 15 new police officer positions beginning July 1, 2024, but it was unlikely to have those positions filled and ready to go on July 1, 2024. Ms. Tucker stated that there may be room to move up to an 8% COLA. Discussion ensued regarding recruiting and retention for Police and Fire Departments.

Council Member Kirt Wade arrive to the meeting.

Mayor McFarland requested Mark McCluskey, Chief of Fire Rescue, step to the lectern to discuss firefighter retention. Chief McCluskey stated that in the last five years the City lost 124 recruits. During the Physical Ability Test (PAT) hosted last week, 38 individuals showed up. Usually, the recruit list gets cut in half after this test, which leaves approximately 15 potential hires. Mayor McFarland requested Chief McCluskey develop a plan to address candidate attrition. Shawn Wright requested Chief McCluskey develop a non-salary benefit proposal that would increase firefighter retention. Mayor McFarland stated that there is a need to retain public safety personnel through years 7 and 9, thus increasing the likelihood of personnel staying until retirement.

Ms. Scales Harris stated that she would like to see all departments within the City of Murfreesboro receive financial incentive when they do a great job before she retires from City Council.

Mayor McFarland stated that he felt it was time to look at a full-time Judge position to grow the department as the City has grown.

Ms. Scales Harris thanked all City staff for the excellent job they do.

**1b. Murfreesboro City Schools (MCS).** Dr. Trey Duke, City Schools Director, presented the Fiscal Year 2025 Murfreesboro City Schools Budget, stating the district has adopted a new five-year strategic plan, and highlighting the district's budget goals. Dr. Duke stated there was an increase in ESL students and mental health supports. Council had no questions regarding the FY25 City Schools General Purpose budget.

Dr. Duke reviewed Federal Funds, ESP and School Nutrition budgets.

Discussion ensued regarding topics including the Free Lunch Program, Rutherford County calculating population and how that affects the City budget, sales tax projections, commending the

School Board on their efforts regarding the budget and future discussion of school growth and expansion options.

**1c. Water Resources.** Darren Gore, Assistant City Manager/ Water Resources Director, presented the FY25 Water Resources Budget, total revenues comparison from FY24 to FY25, and highlighted FY24 accomplishments as well as FY25 goals. Council had no questions regarding the FY25 Water Resources Budget.

**1d. Stormwater.** Darren Gore, Assistant City Manager/ Water Resources Director, presented the FY25 Stormwater Budget which included revenues and expenditures. He stated that the Reserve balance was capital project driven. Mr. Gore stated the policy is to not incur debt for capital projects. He then reviewed FY24 accomplishments and stated the FY25 goals.

Mayor McFarland asked if there had ever been a stormwater fee increase. Mr. Gore stated there had not been an increase since 2008. Council had no questions regarding the FY25 Stormwater Budget.

**2. Other FY25 Budget Discussions.** Mayor McFarland opened the floor to discuss or ask any questions regarding budget issues and no one responded.

#### **Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 5:14 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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



**City of Murfreesboro**  
**City Council – Regular Session**

Thursday, May 23, 2024, at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:01 p.m. on Thursday, May 23, 2024.

**Council Members Present**

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

Austin Maxwell was absent and excused from this meeting.

**City Representatives Present**

Darren Gore, Assistant City Manager/ Water Resources Director  
Adam Tucker, City Attorney  
Erin Tucker, Budget Director  
Randolph Wilkerson, Human Resources Director  
Robert Holtz, Community Development Director  
Brad Barbee, Principal Planner  
Kevin Jones, Building and Codes Director  
Russ Brashear, Assistant Transportation Director  
Dr. Trey Duke, Director of Murfreesboro City Schools  
Chris Griffith, Executive Director of Public Infrastructure  
Chad Gehrke, Airport Director  
Jim Kerr, Transportation Director  
Russ Brashear, Transportation Assistant Director  
Kristy Burton, Executive Assistant

**Prayer and Pledge of Allegiance**

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

**Public Comment on Actionable Agenda Items**

Mayor McFarland confirmed that no speakers signed up for public comment on actionable agenda items.

**Ceremonial Items**

**STARS Award for April 2024.** Randolph Wilkerson, Human Resources Director, presented the STARS Award for the month of April to Robert Holtz, the Director of the Community

Development Department. The STARS award purpose is to recognize City employees that go above and beyond the call of duty. Mr. Holtz assists homeowners in the City of Murfreesboro that are low-moderate income with rehab repairs such as HVAC issues, roof damage, sinking floors, and other homes issues they cannot afford to repair. He develops relationships with clients through his professional and friendly service that leaves them feeling heard and taken care of.

### **Consent Agenda**

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

- 1. Annual State Airport Maintenance Grant Amendment (Airport).**
- 2. Affordable Housing Assistance – Legacy Pointe Development (Community Development).**
- 3. City Paving Contract Renewals (Engineering).**
- 4. 2024 Defined Contribution Plan and Wellness Provider Agreements (Human Resources).**
- 5. Fox Collection Agency Amendment (Judicial)**
- 6. Mandatory Referral for Dedication of a Gasoline Easement North of Old Fort Parkway (Planning)**
- 7. Fire Station 3 ADA Concrete Renovations CO #1 (Project Development)**
- 8. Robert Rose Administration Building Renovations Contingency Allowance Allocation (Project Development)**

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

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

**Nay:** None

### **Old Business**

#### **Ordinance**

**9. Ordinance 24-O-13 FY24 Budget Amendment (Second and Final Reading (Administration)).** The ordinance titled, “ORDINANCE 24-O-13 amending the Fiscal Year 2024 (hereafter “FY2024”) Budget (4th Amendment)” which passed first reading on May 9, 2024, was offered for passage on its second and final reading.

Vice Mayor Shacklett made a motion to approve Ordinance 24-O-13 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### **Land Use Matters**

**10. Ordinance 24-OZ-08 Zoning for property along South Church Street (Second and Final Reading) (Planning).** The ordinance titled, “ORDINANCE 24-OZ-08 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 0.47 acres at 3416 South Church Street as Planned Commercial Development (PCD) District (3416 South Church Street PCD) simultaneous with annexation; Greg Patel, applicant [2024-401]” which passed first reading on May 2, 2024, was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 24-OZ-08 on second and final reading.

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

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

**Nay:** None

**Abstain:** Shane McFarland

Mayor McFarland stated that he was abstaining from the vote because he owns property adjacent to the annexed property.

**11. Ordinance 24-OZ-09 Rezoning property along West Thompson Lane (Second and Final Reading) (Planning).** The ordinance titled “ORDINANCE 24-OZ-09 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 2.2 acres located along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Kings Landing Annex PRD); Black Diamond Development, applicant, [2024-402]” which passed first reading on May 2, 2024, was offered for passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 24-OZ-09 on second and final reading.

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

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

**Nay:** None

## **New Business**

### **Ordinance**

**12. Ordinance 24-O-12 Amendment to the International Energy Conservation Code – Amended (First Reading) (Building & Codes).** Kevin Jones, Building and Codes Director, presented a Council Communication regarding eliminating mandatory testing for air leakage and air ducts in residential construction. The ordinance titled, “ORDINANCE 24-O-12 amending the

Murfreesboro City Code, Chapter 7, Section 7-15, International Energy Conservation Code - Amended” was offered for passage on first reading.

Mr. Wade made a motion to approve Ordinance 24-O-12 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, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

**Nay:** None

**13. Ordinance 24-O-19 School Board Member Compensation (First Reading) (Schools).**

Adam Tucker, City Attorney, presented a Council Communication regarding adjustment to the compensation provided to Murfreesboro City School Board members. The ordinance titled “ORDINANCE 24-O-19 amending the Murfreesboro City Code, Chapter 25—Schools, Section 25-2 regarding compensation of School Board Members” was offered for passage on first reading.

Mayor McFarland asked how much Rutherford County School Board members are paid. The City Schools Director, Dr. Trey Duke, Director of Murfreesboro City Schools, stated that Rutherford County School Board members receive \$1,250 per month. Discussion ensued. Mayor McFarland suggested revising the compensation of Murfreesboro City School Board members to \$800 per month with an additional \$100 per month for the Board Chair.

Ms. Scales Harris made a motion to amend Ordinance 24-O-19 regarding compensation of Murfreesboro City School Board Members to \$800 per month with an additional \$100 per month for the Board Chair. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

Mr. Wade made a motion to approved Ordinance 24-O-19, as amended, on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed on by the following vote:

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

**Nay:** None

**14. Ordinance 24-O-11 Setting FY25 Water and Sewer Rate (First Reading) (Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding adjustments to the FY25 Water and Sewer Rate. The ordinance titled “ORDINANCE 24-O-11 amending Chapter 33, Water Resources, Section 33-1 of the Murfreesboro

City Code, dealing with water resources rates and charges” was offered for passage on first reading.

Mr. Wade made a motion to approve Ordinance 24-O-11 on first reading. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

#### **Resolution**

**15. Resolution 24-R-19 Truist Bank Credit Card Authorization (Finance).** Erin Tucker, Budget Director, presented a Council Communication regarding designating herself and Ms. Amanda DeRosia, Interim City Recorder/ Interim Finance Director, as authorized to administer the commercial credit card with Truist Bank. The resolution titled, “RESOLUTION 24-R-19 designating certain officials as authorized to administer the commercial credit card account with Truist Bank” was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 24-R-19. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

#### **On Motion**

**16. Rental Rate Adjustment Proposed (Airport).** Chad Gehrke, Airport Director, presented a Council Communication and “Proposed Rental Rate Adjustment Spreadsheet” requesting approval of a 4% increase in rental rates for various airport facilities with a start date of July 1, 2024. The proposed adjustments to rental rates will generate \$23,719 in additional revenue.

Ms. Scales Harris made a motion to approve the proposed adjustment of 4% increase in rental rates for various airport facilities with a start date of July 1, 2024. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion passed by the following vote:

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

**Nay:** None

**17. Concrete and Storm Drainage Contract Award (Engineering).** Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting approval of the

Annual 2024-2025 Concrete and Storm Drainage Contract with Rollins Excavating Company, LLC. The primary funding source for the City Concrete and Storm Drainage Contract is from State Street Aid, which is the local share of the State's gasoline tax. Additional funding is also obtained through the Stormwater User Fee.

Mr. Wright made a motion to approve the Annual 2024-2025 Concrete and Storm Drainage Contract with Rollins Excavating Company, LLC. Mr. Wade seconded the motion. Upon roll call, the motion passed by the following vote:

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

**Nay:** None

**18. Sewer Allocation Variance – Joe B. Jackson Parkway – Woodspring Suites (Planning).** Brad Barbee, Principal Planner, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 38 sfu's for a proposed hotel located along the south side of Joe B. Jackson Parkway, east of Elam Farms Parkway. The Planning Department and Water Resources Department have reviewed the application and support the request.

Ms. Averwater made a motion to approve the sewer allocation variance. Ms. Scales Harris seconded the motion. Upon roll call, the motion passed by the following vote:

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

**Nay:** None

**19. Purchase of LED High Mast Lighting (Transportation).** Jim Kerr, Transportation Director, presented a Council Communication requesting approval of a contract with Graybar Electric Company, Inc. for purchase of LED high mast lighting for 145 streetlights at the I-24/ New Salem Highway/ and I-24/ Broad Street interchanges. This purchase is 100% federally funded.

Mr. Wright made a motion to approve the contract with Graybar Electric Company, Inc. Ms. Scales Harris seconded the motion. Upon roll call, the motion passed by the following vote:

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

**Nay:** None

**20. Contract with TDOT for matching Transit Facility Funds (Transportation).** Russ Brashear, Transportation Assistant Director, presented a Council Communication requesting



approval of a contract with the Tennessee Department of Transportation (TDOT) to match federal grant funds for capital expenses related to the Transit Facility development and route planning. Funding of the \$532,172 is accounted for in the department budget.

Ms. Scales Harris made a motion to approve the contract with TDOT to match federal grant funds. Mr. Wade seconded the motion. Upon roll call, the motion passed by the following vote:

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

**Nay:** None

**21. Oakland Court Stormwater Participation Invoice (Water Resources).** Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting approval to reimburse the Murfreesboro Housing Authority for costs associated with constructing street-side bioswales along North Academy Street in Oakland Court. The increase in expense, \$159,137, will be funded with the Stormwater Fund working capital reserves for a total of \$309,137.

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

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

**Nay:** None

### **Board and Commission Appointments**

No board and commission appointments were presented.

### **Licensing**

**Beer Permits (Finance).** Erin Tucker, Budget Director, presented a Council Communication on behalf of the Interim Finance Director regarding Beer Permits. The following were offered for approval:

#### Regular Beer Permits

- Maya Grill Mexican Restaurant, 805 Old Fort Parkway (Restaurant, New Location)
- Vapes Boro, 1675 Middle Tennessee Boulevard (Vape Store, New Location)
- Xpress Market, 904 NW Broad Street (Grocery/ Market, Ownership/ Name Change)

#### Special Event Beer Permits

- Oaklands Association Inc.
  - Annual Summer Party Fundraiser, 900 & 901 N. Maney Avenue, June 22, 2024
  - Membership Meeting, 900 & 901 N. Maney Avenue, August 17, 2024
  - Oktoberfest Fundraiser, 900 & 901 N. Maney Avenue, September 28, 2024
  - Annual Fundraiser Dinner, 900 & 901 N. Maney Avenue, December 6, 2024
  - Annual Fundraiser Dinner, 900 & 901 N. Maney Avenue, December 7, 2024

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

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

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

**Nay:** None

**Payment of Statements**

No payment of statements was presented.

**Other Business**

No other business was presented.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 6:25 p.m.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER/ CHIEF FINANCIAL OFFICER

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

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** Rezoning property along East Street  
[Second Reading]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

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## Summary

Rezone approximately 0.24 acres located along East Street and West Street.

## Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this rezoning on March 5, 2025.

## Background Information

Elijah Montgomery and Nancy Morris presented a zoning application [2025-401] for approximately 0.24 acres located along both East Street and West Street to be rezoned from RM-16 (Multi-Family Residential District 16) to RS-4 (Single-Family Residential District 4). During its regular meeting on March 5, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On April 17, 2025, Council held a public hearing and approved this matter on First Reading.

## Council Priorities Served

### *Improve Economic Development*

This rezoning will enable the development of one single-family detached home in an area that has seen increased interest in reinvestment in recent years.

## Attachments:

Ordinance 25-OZ-11

**ORDINANCE 25-OZ-11** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.24 acres located along East Street and West Street from Residential Multi-Family Sixteen (RM-16) District to Single-Family Residential Four (RS-4) District; Elijah Montgomery and Nancy Morris, applicant, [2025-401]

**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 Single-Family Residential Four (RS-4) 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:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

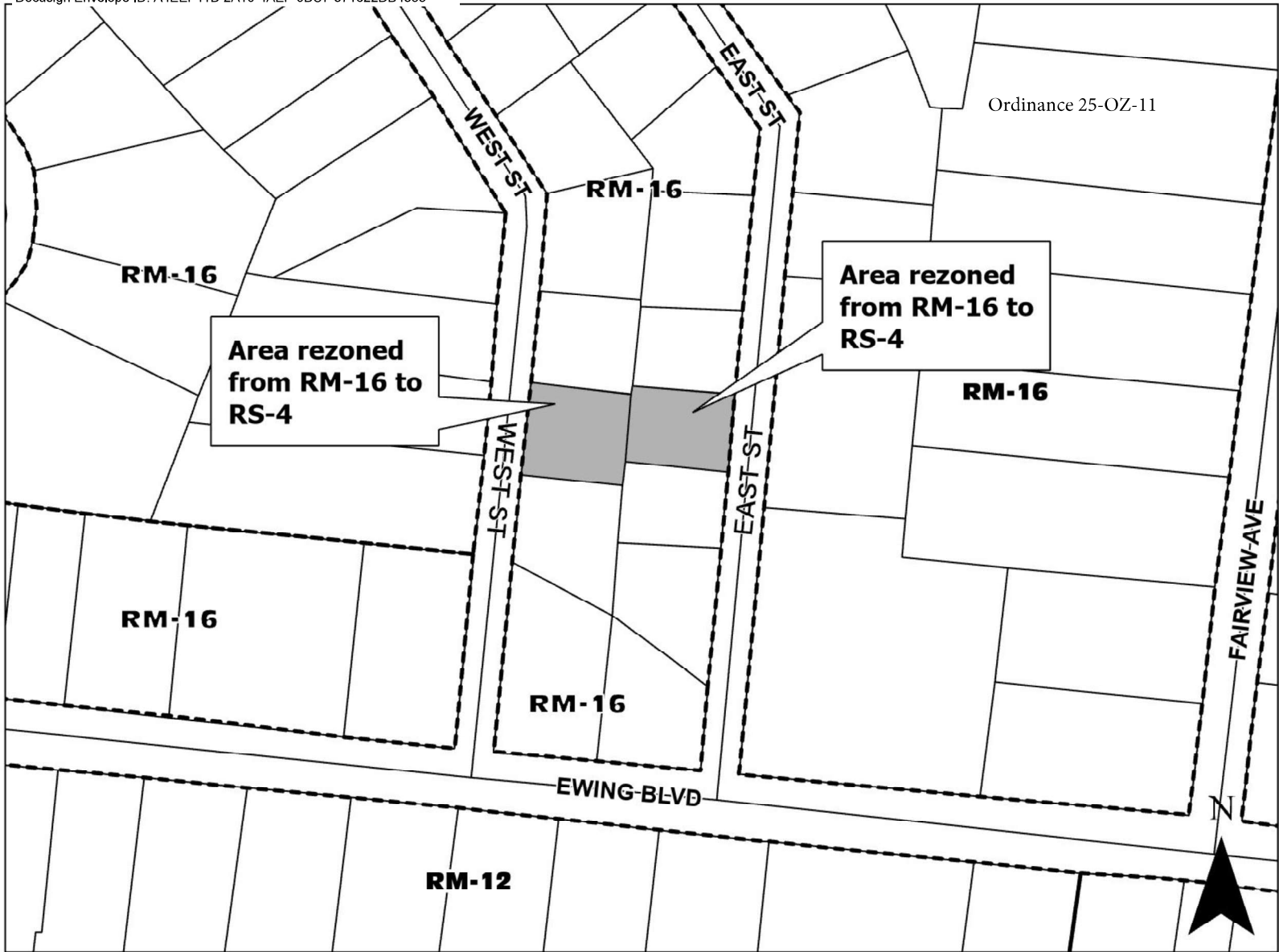
ATTEST:

\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

SEAL



# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Rezoning property along Greenland Drive  
[Second Reading]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

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**Summary**

Rezoning of approximately 0.82 acres located along the north side of Greenland Drive across from the MTSU campus.

**Staff Recommendation**

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this zoning request on March 5, 2025.

**Background Information**

Rajesh Aggarwal presented to the City a zoning application [2025-403] for approximately 0.82 acres located along Greenland Drive to be rezoned from RS-10 (Single-Family Residential District 10) to PUD (Planned Unit District). During its regular meeting on March 5, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to: 1) the applicant and staff working together to see if parallel parking spaces could be added along the west side of the main driveway; and 2) this development being subject to the same restrictive covenants regarding signage that were recorded for the development at 3119-3127 Medical Center Parkway. Accordingly, the pattern book has been revised to add three parallel parking spaces and to include the signage commitment recommended by Planning Commission.

On April 17, 2025, Council held a public hearing and approved this matter on First Reading.

**Council Priorities Served**

*Improve Economic Development*

The PUD zoning will entitle a mixed-use development with four proposed residential units as well as commercial space on the first floor, creating employment

opportunities for the community and tax revenue for the City and potentially being a catalyst for future redevelopment in the immediate vicinity.

*Establish Strong City Brand*

The PUD zoning is consistent with the City's vision for a mixed-use "student village" in the area directly north of the MTSU campus, as adopted in the Murfreesboro 2035 comprehensive plan.

**Attachments:**

Ordinance 25-OZ-13

**ORDINANCE 25-OZ-13** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.82 acres located along Greenland Drive from Single-Family Residential Ten (RS-10) District to Planned Unit Development (PUD) District (Greenland Heights PUD); Rajesh Aggarwal, applicant [2025-403]

**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 Planned Unit Development (PUD) 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:

1<sup>st</sup> reading \_\_\_\_\_


2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

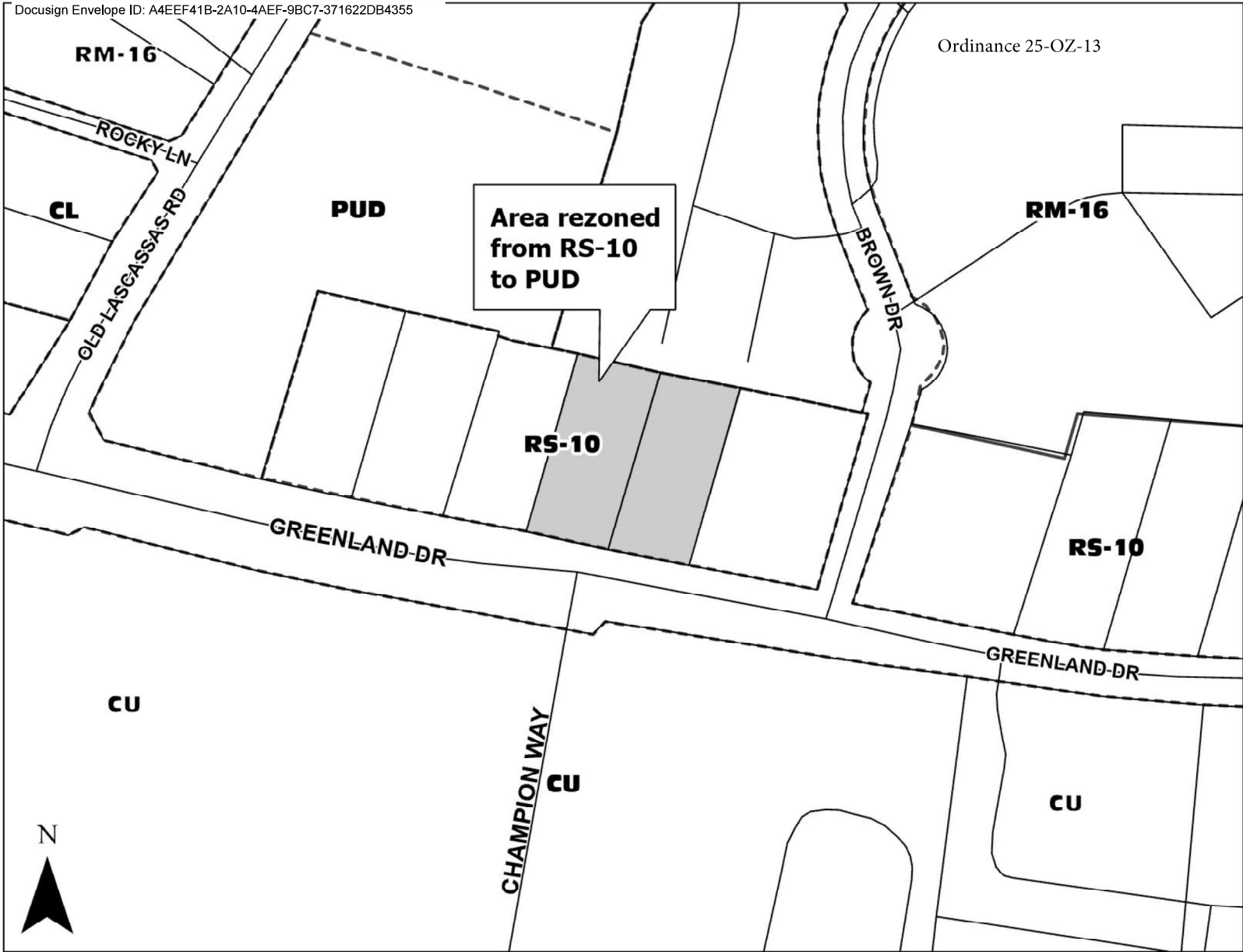
\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:

Signed by:  
  
\_\_\_\_\_  
43A2635E51F9401...  
Adam F. Tucker  
City Attorney

SEAL





# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

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

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

Amending the PCD zoning of approximately 23.4 acres located at the southeast corner of Joe B Jackson Parkway and Shelbyville Pike.

**Staff Recommendation**

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this zoning request on March 5, 2025.

**Background Information**

Wal-Mart Real Estate Business Trust presented to the City a zoning application [2025-402] to amend the existing PCD (Planned Commercial District) zoning on approximately 23.4 acres located along the south side of Joe B Jackson Parkway. During its regular meeting on March 5, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On April 17, 2025, Council held a public hearing and approved this matter on First Reading.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will enable the development of a convenience market with fuel pumps at the existing Wal-Mart on Joe B Jackson Parkway, creating employment opportunities for the community and generating tax revenue for the City. In addition, this will provide an additional fueling option for motorists at a heavily traveled intersection of two major arterial roadways.

**Attachments:**

Ordinance 25-OZ-12

**ORDINANCE 25-OZ-12** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 23.4 acres in the Planned Commercial Development (PCD) District (Cannonsburg Place PCD) located along Joe B. Jackson Parkway and Shelbyville Pike, as indicated on the attached map, Wal-Mart Real Estate Business Trust, applicant [2025-402]

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Commercial Development (PCD) District, as indicated on the attached map, for the purpose of allowing the construction of a fueling station with convenience store within the development.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Erin Tucker  
City Recorder

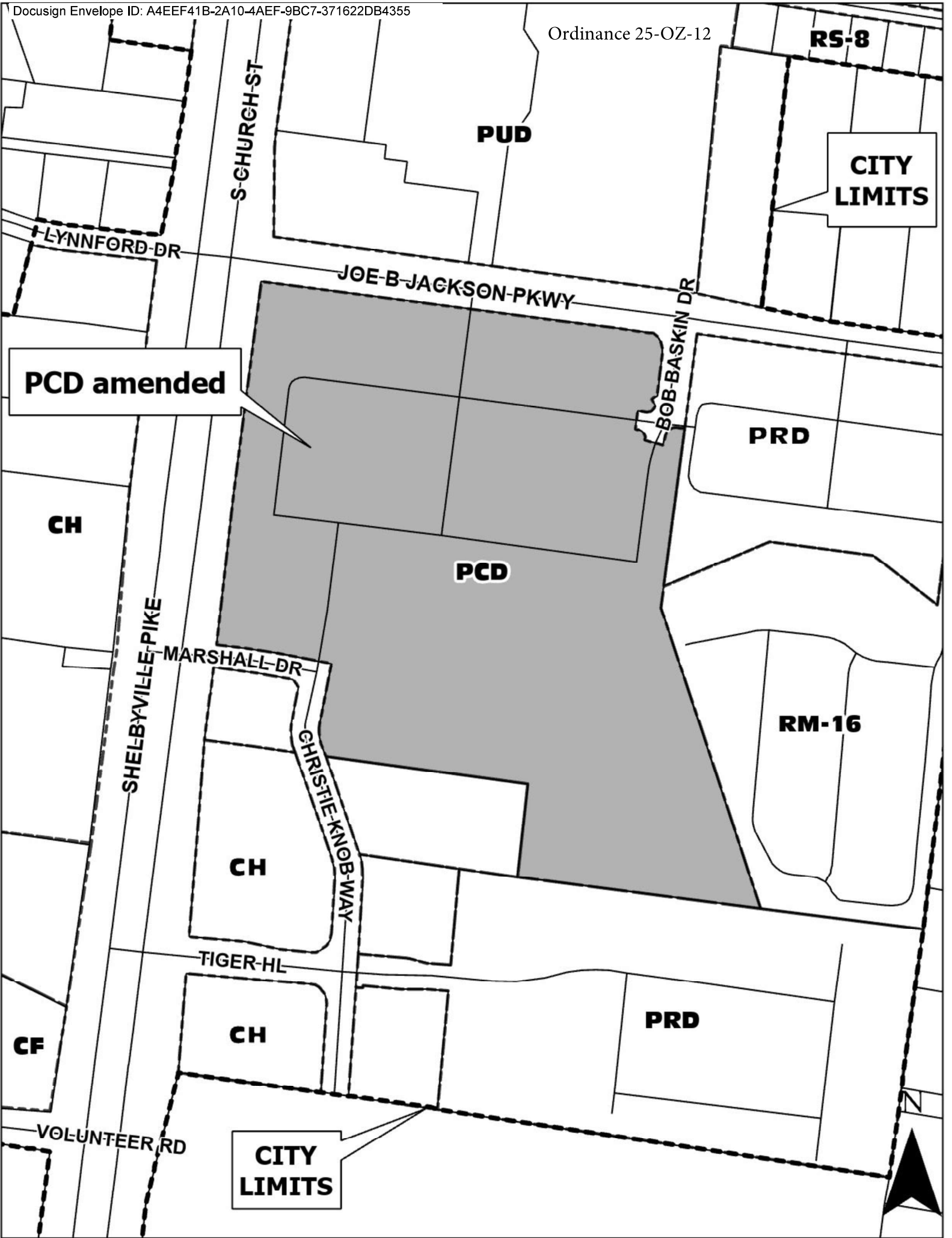
SEAL

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

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*

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



# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Amending the Sign Ordinance – Second-Floor Signs  
[Second Reading]

**Departments:** Building and Codes/Planning

**Presented by:** Teresa Stevens, Sign Administrator

**Requested Council Action:**

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

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**Summary**

Ordinance amending the Sign Ordinance Article 1, Section 25.2-2 (Definitions and Interpretation) and Article 2, Section 25.2-26 (On-site permanent sign requirements) regarding “second-floor signs.”

**Staff Recommendation**

Enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment on March 5, 2025.

**Background Information**

The Building and Codes Department presented an ordinance amendment [2025-801] regarding revisions to Article 1, Sections 25.2-2 and Article 2, Section 25.2-26 of the Sign Ordinance and pertaining to “second-floor signs.” During its regular meeting on March 5, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On April 17, 2025, Council held a public hearing and approved this matter on First Reading.

**Council Priorities Served**

*Establish Strong City Brand*

This amendment reinforces the City’s commitment to customer service, evolving in order to respond to the needs of the local business community.

*Improve Economic Development*

The proposed amendment will allow for an additional type of signage for the business community to utilize in certain zoning districts.

**Attachments:**

Ordinance 25-O-14

**ORDINANCE 25-O-14** amending the Murfreesboro City Code, Chapter 25.2, Signs, Sections 25.2-2 and 25.2-26, regarding second-floor signs, Murfreesboro Building and Codes Department, applicant [2025-801]

**WHEREAS**, the City promotes and protects the public health, safety, and general welfare; and,

**WHEREAS**, the City seeks to allow adequate opportunity for free speech in the form of messages or images displayed on signs, while balancing that interest against public safety and aesthetic concerns impacted by signs; and,

**WHEREAS**, City staff recommends changes to the regulations imposed by Chapter 25.2, Signs, of the Murfreesboro City Code narrowly tailored to support the City's interests; and,

**WHEREAS**, City staff recommends changes to Sections 25.2-2 and 25.2-26 of Chapter 25.2, Signs, of the Murfreesboro City Code, in order to allow for second floor signs in certain zoning districts within the City; and

**WHEREAS**, City Council finds that these recommendations are consistent with State and Federal law and the reasonable regulation of lawful activity.

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

**SECTION 1.** Chapter 25.2, Signs, Article I, General Provisions, Section 25.2-2, Definitions; Interpretation, of the Murfreesboro City Code is hereby amended at subsection (A), by adding the following definition in alphabetic order:

*“Second-floor sign.”* A type of attached sign that is mounted on the second floor of a multi-tenant commercial building. Second-floor signs do not include projecting signs. A tenant space must have a minimum of twenty linear feet of frontage on the second floor of a building, excluding the basement, to be eligible for a second-floor sign. Any measurement of building frontage shall apply only to the second-floor frontage owned or leased and occupied by the tenant but shall not include a common area. A second-floor sign must be attached to the area occupied by the second-floor tenant and must be set back at least twelve inches from the outer limits of tenant's building frontage. No part of a second-floor sign shall cover, obstruct, interfere, or extend above or below any window, window ledge, window frame, cornice, accent band, or other architectural feature. A second-floor sign must use individual solid cast letters, channel letters, or reverse channel letters attached directly to the building or to a raceway of the same color as the building. Raceways must be kept in good repair, including without limitation repairing old holes from previous signs.

**SECTION 2.** Chapter 25.2, Signs, Article II, Sign Regulations, Section 25.2-26, On-site permanent sign requirements, of the Murfreesboro City Code is hereby amended at subsection (C), by adding the following subsection (10):

(10) **SIGNS PERMITTED IN GDO-1, GDO-2, GDO-3, GDO-4 AND PUD ZONING DISTRICTS:**

(a) Commercial use areas of PUD or commercial zoned areas of GDO-1, GDO-2, GDO-3, or GDO-4.

[1] Type – Second floor signs:

Number – One per second-floor tenant. Limited to the number of occupied tenant spaces on a second floor that have at least twenty linear feet of an exterior wall along the frontage.

Size – 30” maximum height; allowable area of 1.5 sq ft per linear foot of tenant frontage (100 sf maximum area). Signage may not exceed a length of 75% of the frontage of tenant’s occupied space.

Setback – N/A

Height – limited to second story of a commercial multi-tenant building

Illumination – push-thru style lighting; exposed neon tube or LED light sources are prohibited.

- (b) Nothing in this section shall be construed to limit or curtail noncommercial speech in favor of commercial speech. A person may erect a sign in conformity with this section that is used in whole or in part for noncommercial speech.

SECTION 3. The captions and headings of the sections throughout this Ordinance are intended solely to facilitate reading and reference to the sections and provisions of this Ordinance. Such captions shall not affect the meaning or interpretation of this Ordinance.

SECTION 4. 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:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*

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

SEAL

## COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

---

**Item Title:** Ordinance 25-O-16 Modifying City Court Fees

**Department:** City Court

**Presented by:** Vickie Ordonez, Chief Court Clerk

**Requested Council Action:**

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

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### Summary

Consider an ordinance to modify City Court fees to be in line with state court fees, and to add an expenditure fee to City Court as required by law.

### Staff Recommendation

Approve the first reading of Ordinance 25-O-16.

The Planning Commission recommended approval of this zoning request on March 5, 2025.

### Background Information

State law requires the City Court to have fee values explicitly stated in the Murfreesboro City Code ("the Code"). The Code allows the City Judge to impose fees in the same amounts as those in the state court for similar work. This Ordinance updates fees for some court actions to be in line with the fee imposed by the state court.

Tennessee state law gives jurisdiction to a municipal court for expunction of a municipal ordinance. Tennessee state law further requires the fee for said expunction be adopted by municipal law or ordinance. This Ordinance adopts and explicitly sets a fee for expunction to match that of state court.

### Council Priorities Served

#### *Responsible Budgeting*

Courts are required to comply with State Law; thereby serving citizens commensurately with other community's traffic violations.

### Fiscal Impact

Nominal increase of fees charged to citizens, and nominal increase of revenue to City.

### Attachment

Ordinance 25-O-16



**ORDINANCE 25-O-16** amending the Murfreesboro City Code, Chapter 2, Administration, Article I. In General, Section 2-13, regarding City Court costs.

**WHEREAS**, Tennessee Code Annotated § 16-18-302(1)(3)(A) states a municipal court has jurisdiction over the expunction of a conviction for a violation of a municipal ordinance from a person's public record in the municipal court upon the person's petition requesting removal of a public record of a violation of a municipal ordinance; and

**WHEREAS**, Tennessee Code Annotated § 16-18-302(a)(3)(D) states a municipal court clerk may charge a fee for the expunction of public records pursuant to subdivision (a)(3), and mandates that said fee must be set by municipal law or ordinance; and

**WHEREAS**, Code of Ordinances of Murfreesboro, Tennessee, Chapter 9, Section 9-5 authorizes and requires the City Judge to impose and to tax in the bill of costs, in all cases heard or determined by the City Judge for offenses against the laws and ordinances of the City, the same amounts and for the same items authorized by law and allowed of justices of the peace of similar work in state cases; and

**WHEREAS**, it is appropriate for the schedule of court costs for City Court to be amended from time to time to reflect changes in amounts to be collected pursuant to Tennessee Code Annotated and changes in City costs; and

**WHEREAS**, Tennessee Code Annotated § 8-21-401(b)(1)(D)(x) sets the civil fee for expungement in Circuit and Chancery Court at \$100.00; and

**WHEREAS**, Tennessee Code Annotated § 8-21-401(i)(3)(A) sets the fee for each requested continuance in all cases in all courts at \$5.00; and

**WHEREAS**, Tennessee Code Annotated § 8-21-401(i)(2) sets the fee for issuing a subpoena in all courts at \$6.00; and

**WHEREAS**, Rutherford County Circuit and Chancery Courts set the fee for serving a subpoena at \$42.00 and \$52.00, respectively, and Tennessee Code Annotated § 8-21-901(a)(1)(A) sets the fee for serving a subpoena in person at \$50.00; and

**WHEREAS**, Tennessee Code Annotated § 8-21-701(14) sets the fee for county clerks for filing documents for which fee is not otherwise provided at \$5.00, of which Entering an Order during the life of a case including payment hearing-forfeiture would qualify; and

**WHEREAS**, Tennessee Code Annotated § 8-21-401(i)(1) sets the standard post-judgment fee in criminal and civil cases in all courts at \$25.00 per occurrence, including motions to set installment payments, of which a Stay Motion and Affidavit would qualify.

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

SECTION 1. Murfreesboro City Code, Chapter 2, Section 2-13, Schedule of Court Costs for City Court, is hereby amended by adding to the list of court costs therein:

“Expunction ..... \$100.00”

SECTION 2. Murfreesboro City Code, Chapter 2, Section 2-13, Schedule of Court Costs for City Court, is hereby further amended as follows:

- (a) “Continuance, each ..... \$1.50” shall be deleted in its entirety and replaced with “Continuance, each ..... \$5.00”; and
- (b) Subpoena, Issue, each witness ..... \$2.00” shall be deleted in its entirety and replaced with “Subpoena, Issue, each witness ..... \$6.00”; and
- (c) “Subpoena, Serving, each witness ..... \$4.00” shall be deleted in its entirety and replaced with “Subpoena, Serving, each witness ..... \$10.00”; and
- (d) “Entering Order (payment hearing-forfeiture, etc.) ..... \$2.00” shall be deleted in its entirety and replaced with “Entering Order (payment hearing-forfeiture, etc.) ..... \$5.00”; and
- (e) “Stay Motion and Affidavit ..... \$8.50” shall be deleted in its entirety and replaced with “Stay Motion and Affidavit ..... \$10.00”.

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:

1<sup>st</sup> reading

2<sup>nd</sup> reading

Shane McFarland, Mayor

ATTEST:

Erin Tucker  
City Recorder

APPROVED AS TO FORM:

Signed by:



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Adam F. Tucker  
City Attorney

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

---

**Item Title:** Purchase of Tactical Gear

**Department:** Fire

**Presented by:** Chief Mark McCluskey

**Requested Council Action:**

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

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**Summary**

Consider contract with CMS to purchase tactical gear.

**Staff Recommendation**

Approve the CMS contract.

**Background Information**

The department requests to purchase 80 tactical vests and helmets through the Sourcewell contract with CMS Uniforms. The department's current tactical gear is about to expire. This gear will be used in various situations such as active shooter, riots, domestic situations, etc.

**Council Priorities Served**

*Maintain public safety*

Utilizing tactical gear in hazardous situations will protect department personnel, allowing them to continue to give life saving measures to victims.

**Operational Issues**

None

**Fiscal Impact**

The expenditure, \$202,400, is partially funded from the General Fund in FY25 CIP, \$187,565, with the remaining \$14,835, funded by AR24.

**Attachment**

CMS Contract

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
CMS UNIFORMS & EQUIPMENT, INC.  
FOR PURCHASE OF TACTICAL VESTS AND HELMETS  
FOR FIRE RESCUE DEPARTMENT**

This Contract 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 ("City") and **CMS UNIFORMS & EQUIPMENT, INC.**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Sourcewell Contract 091924-GHA between Sourcewell and CMS Uniforms & Equipment, Inc., effective date through December 23, 2028, hereinafter, "Sourcewell Contract"***
- ***CMS Uniforms & Equipment, Inc. quote dated March 31, 2025, for tactical vests and helmets as specified on the quote, "Contractor's Quote" (Exhibit A)***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, the Sourcewell Contract***
- ***Fourth, Contractor's Quote***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase **tactical vests and helmets as specified on the Contractor's Quote**, and as set forth in the Sourcewell Contract.
2. **Term.** The term of this Agreement shall be from the Effective Date to the expiration of the Sourcewell Contract on December 23, 2028. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of 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. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Quote for tactical vests and helmets as highlighted on the Contractor's Quote for a **Total Purchase Price of Two Hundred and Two Thousand, Four Hundred Dollars and Zero Cents (\$202,400.00)**, including delivery as listed on the Contractor's Quote. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
  - b. Deliveries and pick-up of all items shall be made within 30 days (4 weeks) of issuance of Purchase Order to Attn: Brady Lutton, Logistics Manager – Logistics Building, 1311 Jones Blvd., Murfreesboro, TN 37129. Contact Person Brady Lutton, Logistics Manager, (tel. 615-893-1422; email: 0672@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.
  - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
  - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth by the manufacturer and the Sourcwell bid specifications.
5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  1. Procure for the City the right to continue using the products or services.
  2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

*If to the City of Murfreesboro:*  
City of Murfreesboro  
Attn: City Manager  
111 West Vine Street  
Murfreesboro, TN 37130

*If to the Contractor:*  
CMS Uniforms & Equipment, Inc.  
Attn: Steve Roate, President, Sales Manager  
1031 Murfreesboro Pike  
Nashville, TN 37217  
Steve\_roate@cmsuniforms.com

7. **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.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall 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 contracts.

16. **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 Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern 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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
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 Contract shall not be 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.

***SIGNATURES APPEAR ON THE FOLLOWING PAGE***



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

**CITY OF MURFREESBORO**

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

**CMS Uniforms & Equipment, Inc.**

Signed by:  
By: Steven Roate  
B0E4453A32B4454...  
Steve Roate, President, Sales Manager

APPROVED AS TO FORM:

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



**REMIT TO:**  
**CMS UNIFORMS & EQUIPMENT, INC.**  
1031 MURFREESBORO PIKE  
NASHVILLE, TN 37217  
(615)726-0009  
STORE HOURS 7:30AM TO 5PM M-F

Quote

Account No.	Date	Ref No.
19830	3/31/25	1230784

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Sold To

Murfreesboro Fire Dept.  
2140 North Thompson Ln  
Murfreesboro, TN 37129

Ship To

Murfreesboro Fire Dept.  
1311 Jones Blvd.  
Murfreesboro, TN 37129  
Contract #091924-GHA

Sourcewell

Clerk		Time	Station	PO Number	Ship Via	Est Delivery		Order Ref No.
Luke Daniel		9:53AM	23	QUOTE				
Item	Description			Qty	Ship	Price	Extended	
01583698	GH-306-1822-BLACK-NS * Black * 10X12SH List Price \$644.00 Discount \$53,440.00			160	0	310.00	m	49,600.00
01583699	GH-BUSCHAMP1E-TAN-NS * TAN * GH ARMOR BUSCH AMP 1E HELMET List Price \$1,467.00 Discount \$48,560.00			80	0	860.00	m	68,800.00
01583693	GH-PH4.FRM-TAN-NS * TAN * GH ARMOR PH4.FR VEST CARRIER List Price \$605.00 Discount \$28,400.00			80	0	250.00	m	20,000.00
01633947	GH-PH4CMBHX04-TAN-NS * TAN * GH AMRMOR - PH4 - CMB -HXO4-IIIA List Price \$479.00 Discount \$20,320.00			80	0	225.00	m	18,000.00
01583696	GH-PH4VHX04-BLACK-NS * Black * GH ARMOR -PH4 -VEST-HX04-IIIA List Price \$1,290.00 Discount \$61,200.00			80	0	525.00	m	42,000.00
01533279	GH-ID-BS 3X10-TAN-NA * TAN * ID PANEL 3X10 List Price \$37.00 Discount \$1,920.00 TAN MATERIAL- HI-VIZ YELLOW LETTERS- MURFREESBORO			160	0	25.00	m	4,000.00
				FIRE				
- 2 LINES								
Total Qty				640	0			

<b>You Saved 213,840.00</b>	Freight	0.00
	Sub Total	202,400.00
	Tax 9.75%	0.00
	<b>Total</b>	<b>202,400.00</b>
	Received	0.00
<b>Balance</b>		<b>202,400.00</b>

Quotes are good for 30 days

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** Veterans Park Engineering Construction Administration Services Task Order No. 4

**Department:** Project Development

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

**Requested Council Action:**

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

---

**Summary**

Consider approving Task Order 4 with Gresham Smith for Engineering Construction Administration Services during the construction of Veterans Park.

**Staff Recommendation**

Approve the Task Order with Gresham Smith.

**Background Information**

To support quality assurance for the Veterans Park project, Task Order 4 will incorporate Construction Administrations Services into the Master Service Contract with Gresham Smith.

The scope of Construction Administration Services includes:

- Site Visits: Review work progress and work consistency, attend progress meetings, provide punch list and substantial completion letter.
- Document review: Review pay applications, Respond to RFI's, review and approve submittals, review, reject or recommend Change orders as requested.
- Deliverables: Pay applications, RFI's, Chang Orders, Submittal responses, Substantial completion inspection and punch list, and substantial completion letter.

**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, hourly not to exceed \$150,000, is funded by FY 25 CIP Budget.

**Attachments**

Proposal for Construction Administration Services Task Order 4

**ATTACHMENT 1****TASK ORDER****Task Order No. 4**

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In accordance with paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 16, 2021 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- A. Effective Date of Task Order: April 15, 2025
- B. Owner: City of Murfreesboro, TN
- C. Engineer: Gresham Smith
- D. Specific Project (title): Veterans Park Construction Administration
- E. Specific Project (description): Construction Administration on the development of Veterans Park.

**2. Services of Engineer**

A. The specific services to be provided or furnished by Engineer under this Task Order are: *(Select one of the following 3 options.)*

- ☒ set forth in Part 1 – Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- ☐ as follows: *Click or tap here to enter text.*
- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference *(Check all that apply)*:
  - ☐ Study and Report Services (Exhibit A, Paragraph A1.01)
  - ☐ Preliminary Design Phase (Exhibit A, Paragraph A1.02)
  - ☐ Final Design Phase (Exhibit A, Paragraph A1.03)
  - ☐ Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
  - ☐ Construction Phase Services (Exhibit A, Paragraph A1.05)
  - ☐ **including Resident Project Representative (RPR) services**
  - ☐ **not including Resident Project Representative (RPR) services**
  - ☐ Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
  - ☐ Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services – If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement or Exhibit D as modified and attached hereto is expressly incorporated in this Task Order by reference.

C. Designing to a Construction Cost limit – Under this Task Order, Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement of Exhibit D to the Agreement. Exhibit D is expressly incorporated by reference. The Construction Cost Limit is \$*Click or tap here to enter text.*. The bidding or negotiating contingency to be added to the Construction Cost Limit is *Click or tap here to enter text.* percent.

D. Other Services – Engineer shall also provide the following services: [Click or tap here to enter text.](#)

**3. Additional Services** – Additional Services that may be authorized or necessary under this Task Order are (select one of the options):

☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

☐ as follows: [Click or tap here to enter text.](#)

☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: N/A

**5. Task Order Schedule** – In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: Not Applicable.

**6. Payments to Engineer:** The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$150,000	Hourly
a. Study and Report Phase (A1.01)	\$ 0	N/A
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$0	N/A
c. Bidding or Negotiating Phase (A1.04)	\$0	N/A
d. Construction Phase (A1.05)*	\$0	N/A
e. Resident Project Representative Services* (A1.05.A.2).	\$0	N/A
f. Post-Construction Phase (A1.06)	\$0	N/A
g. Commissioning Phase (A1.07)	\$0	N/A
h. Other Services (see A1.08, and 2.D above)	\$0	N/A
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	\$150,000	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	<a href="#">Click or tap here to enter text.</a>

\*Based on a N/A-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent

with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**7. Consultants retained as of the Effective Date of this Task Order:**

N/A

**8. Other Modifications to Agreement:**

N/A

**9. Attachments:**

N/A

**10. Documents Incorporated by Reference:**

N/A

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

The Effective Date of this Task Order is 4/15/2025.

**OWNER: City of Murfreesboro**

Designated Representative (8.03)

By: \_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address for Giving Notices:

Signed by:  
APPROVED AS TO FORM  
*Adam F. Tucker*  
44A4036E51F9401  
Adam F. Tucker, City Attorney

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

**ENGINEER: GRESHAM SMITH**

Designated Representative (8.03)

By: *Jessica K. Lucyshyn*  
\_\_\_\_\_

Name: John Lavender, PLA

Title: Jessica K. Lucyshyn  
Market Vice President

Title: Project Executive

Date: 4/15/25  
\_\_\_\_\_

Phone: (615) 770-8443

Email: John.Lavender@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400  
Nashville, TN 37201-2308

## **EXHIBIT A – ENGINEER’S SERVICES**

- A. Services to be provided under this contract will be authorized in writing for each Specific Project. Each Work Authorization will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by City to issue any Work Authorization.
- C. Engineer shall not be obligated to perform any prospective Work unless and until City and Engineer agree as to the particulars of the Specific Project, Engineer’s Services, Engineer’s compensation, and all other appropriate matters.
- D. Services provided in Work Authorization may include the following.

### **PART 1 – Veterans Park Construction Administration**

- Construction Kick-off Meeting - Beginning with a construction kick-off meeting between the city project team, Gresham Smith, and Moody Excavating, we will establish lines of communication, review the project schedule, discuss project goals, objectives and outcomes, and identify areas of concern that could impact the timeline.
- Gresham Smith will provide construction administration to include the following:
  - Site visits (up to 1 per month for up to 20-month construction schedule)
  - Participate in project progress meetings with the contractor and city team (Bi-weekly)
  - Review and process pay applications
  - Respond to requests for information (RFI’s)
  - Review and respond to contractor submittals as required in the project specifications.
  - Change orders as requested by the City of Murfreesboro or as necessary due to field changes from survey omissions
  - Provide punch list substantial completion site visit and findings
  - Provide substantial completion letter
- Part 1 Deliverables:
  - CCA Pay applications, RFI’s and change orders as necessary
  - Contractor Submittal responses
  - Substantial completion inspection and punch list
  - Substantial completion letter

**Exclusions:**

Survey services, staking, as-built, platting, and easements

Additional agency approval processes

Major revisions beyond the outlined above assumptions

Shop drawings for delegated design items to contractor

Testing and inspections

**PART 2 – PAYMENT TO ENGINEER FOR SERVICES**

**1. City shall pay Engineer for services in accordance with one or more of the following methods:**

- a. Hourly.
- b. Standard hourly Rates (Attachment A-2)



**EXHIBIT A-2**

**GRESHAM SMITH**  
**SCHEDULE OF HOURLY RATES**  
**FOR LAND PLANNING CONSULTING**

The following classifications and associated hourly rates are general and will be used as guidelines for the services of disciplines offered. They are subject to be updated annually.

<b>Professional Services Classification</b>	<b>Rate/Hour</b>
Senior Principal	\$285.00
Principal	\$265.00
Project Manager	\$250.00
Building Engineer	\$250.00
Architect	\$250.00
Senior Engineer	\$230.00
Senior Landscape Architect/Planner	\$225.00
Environmental Graphic Designer	\$225.00
Survey Manager	\$200.00
Project Engineer	\$200.00
Project Landscape Architect/Planner	\$175.00
Project Surveyor	\$140.00
Intern Engineer	\$150.00
Intern Landscape Architect	\$140.00
Intern Surveyor	\$125.00

<b>Technical Services Classification</b>	<b>Rate/Hour</b>
Senior Civil Designer	\$190.00
Senior CADD Technician	\$150.00
Civil Technician	\$125.00
Specification Writer	\$120.00
Assistant Project Manager	\$140.00
Sr. Administrative Assistant	\$160.00
Administrative Assistant	\$110.00
Sr. Survey Technician	\$130.00
Survey Technician	\$95.00

<b>Miscellaneous Expenses</b>	<b>Rate</b>
Automobile Travel	\$0.575/mile
Drone (does not include flight crew labor)	\$200 per day
Other travel and subsistence expenses (lodging, meals, air travel, etc.)	At Current Rate
Printing, overnight mail, courier, long distance, postage, copies, etc.	At Current Rate
Subconsultant Services	Cost + 10%
Agency Review Fees	Cost + 10%

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Murfreesboro Transit Center Contingency Allowance Allocation

**Department:** Project Development Department

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

**Requested Council Action:**

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

---

**Summary**

Consider Change Directive No. 9 for the Murfreesboro Transit Center contract contingency allowance.

**Staff Recommendation**

Approve Change Directive No.9 for use of the contingency allowance and time extension.

**Background Information**

The attached Change Control Log documents all submitted change requests via Change Control Forms and tracks corresponding allowance allocations issued through Field Work Change Directives. Change Directive No. 9 includes the addition of a long-distance burglar alarm, redesign of a sidewalk to maintain ADA compliance, application of an exterior concrete sealer to protect drive and walking paths from winter salt, and a 31-day time extension to accommodate the added work. The final contract value and total number of working days will be adjusted accordingly in the Final Balancing Change Order at project completion.

**Council Priorities Served**

*Expand infrastructure*

Constructing a Transit Center will allow for continued improvement and expansion of transit services.

**Fiscal Impact**

The amount of the increased expense, \$154,059, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843.

**Attachments**

Change Control Log and Forms



# AIA

# Document G701™ – 2017

## Change Order

**PROJECT: (name and address)**

Murfreesboro Transit Center  
324 New Salem Highway  
Murfreesboro, Tennessee 37129

**CONTRACT INFORMATION:**

Contract For: Murfreesboro Transit Center  
Date:

**CHANGE ORDER INFORMATION:**

Change Order Number: 010  
Date: 3/6/2025

**OWNER: (name and address)**

CITY OF MURFREESBORO  
111 WEST VINE STREET  
MURFREESBORO, Tennessee 37130

**ARCHITECT: (name and address)**

HDR, INC.  
120 BRENTWOOD COMMONS  
WAY#525  
BRENTWOOD, Tennessee 37027

**TO CONTRACTOR: (name and address)**

Bulley & Andrews Rock City, LLC  
830 Crescent Centre Drive - Suite 140  
Franklin, Tennessee 37067

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Total Deduct of this CO from Owner's Contingency= (\$154,058.85)  
Total Time Requested = 31 Days  
Owner Contingency After CO = \$277,401.20

PCO 031 Burglar Alarm - Added long distance Access control infrastructure (\$32,274.60)	\$0.00
PCO 035 Re-Design of New Salem ADA sidewalk (\$22,454.25)	\$0.00
PCO 036 Exterior Concrete Sealer (\$99,330.00)	\$0.00
PCO 038 CE #066 - Time extension	\$0.00

The original Contract Sum was	\$ 17,145,843.00
The net change by previously authorized Change Orders	\$ 700,000.00
The Contract Sum prior to this Change Order was	\$ 17,845,843.00
The Contract Sum will be changed by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 17,845,843.00
The Contract Time will be increased by 31 days	
The new date Substantial Completion will be 5/16/2025	

**NOTE:** This Change Order does not include adjustment in the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

HDR, INC.

**ARCHITECT (Firm name)**

Signed by:

0F57AE7D206B425...

**SIGNATURE**

Neal Corbett, Vice President

**PRINTED NAME AND TITLE**

4/14/2025

**DATE**

Bulley & Andrews Rock City, LLC

**CONTRACTOR (Firm name)**

DocuSigned by:

C5E9E8166E5F402...

**SIGNATURE**

Joe Hyken, Project Manager

**PRINTED NAME AND TITLE**

4/14/2025

**DATE**

CITY OF MURFREESBORO

**OWNER (Firm Name)**

**SIGNATURE**

Shane McFarland, Mayor

**PRINTED NAME AND TITLE**

**DATE**

Signed by:

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



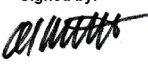

**AIA**<sup>®</sup>


**Document G701<sup>™</sup> – 2017**

User Notes:

(1932678762)

**CHANGE CONTROL FORM NO. 9**

<b>Date Issued:</b>	April 10, 2025	<b>Project:</b>	Murfreesboro Transit Center
<b>Project No.:</b>	ITB-07-2023	<b>Contractor:</b>	Rock City Construction Co LLC
<b>This Document is a:</b> <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input checked="" type="checkbox"/> Work Change Directive <input type="checkbox"/> Contractor Change Request			
<b>Description of Change</b> ( <i>attach necessary supporting documentation</i> ): Add PCO's 31, 35, 36, and 38. Deduct \$ 154,058.85 from the owner's contingency leaving \$277,401.20 remaining. Also included is a time extension of 31 days.			
<b>Initiated By:</b> <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative			
<b>Drawing(s) Reference:</b> N/A		<b>Spec. Reference:</b> N/A	
<b>RFI Reference:</b> N/A		<b>Date of RFI:</b> N/A	
<b>Attachments:</b> CO # 10			
<b>REQUEST FOR PROPOSAL/CHANGE REQUEST</b>			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
<input checked="" type="checkbox"/> No Change in Contract Amount is Required <input type="checkbox"/> A Change in Contract Amount is Required:			
<input type="checkbox"/> No Change in Contract Time is required <input checked="" type="checkbox"/> A Change in Contract Time is Required:			
<b>WORK CHANGE DIRECTIVE</b>			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
<b>FIELD ORDER</b>			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.			
<b>AUTHORIZING SIGNATURES</b>			
<b>ENGINEER:</b> Signed by:  0F57AE7D206B425... Neal Corbett, Vice President _____ (print name) 4/14/2025 Date: _____	<b>CONTRACTOR:</b> DocuSigned by:  C5E9E8166E5F402... Joe Hyken, Project Manager _____ (print name) 4/14/2025 Date: _____	<b>OWNER:</b> _____ Shane McFarland, Mayor _____ (print name) _____ Date: _____	<b>RESIDENT PROJECT REPRESENTATIVE:</b> _____ _____ (print name) _____ Date: _____

Signed by:  
  
 43A2035E51F9401...  
 ADAM F. TUCKER, CITY MANAGER

CHANGE CONTROL LOG												
Owner: City of Murfreesboro												
Project Name: Murfreesboro Transit Center												
Contract No. ITB-07-2023												
Arch/Eng: HDR Engineering, Inc.												
Contractor: Rock City Construction Co LLC												
										Original Contract Amount:		\$ 17,145,843.00
										Adjusted Contract Amount:		\$ 17,845,843.00
										Contingency Allowance Amount:		\$ 700,000.00
										Remaining Contingency Allowance Amount:		\$ 277,401.20
CCF No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	ADD-Owners Contingency Allowance	CO	OWNER	APPROVED	Council	1/9/2024	1/9/2024	1/26/2024	0	\$ -	\$ 700,000.00	
2	ADD-MTE Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2024	0	\$ (27,121.18)	\$ -	\$ 672,878.82
3	ADD-Irrigation Change to spray heads	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2024	0	\$ (2,676.05)	\$ -	\$ 670,202.77
4	ADD-GAS Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	1/5/2024	1/5/2024	2/14/2024	0	\$ (17,940.00)	\$ -	\$ 652,262.77
5	ADD-Communication lines new route	WCD	CONTRACTOR	APPROVED	Craig Tindall	4/2/2024	4/17/2024	4/29/2024	0	\$ (40,240.84)	\$ -	\$ 612,021.93
6	DEDUCT-PCO 12,13 Foundation and Piping credit	WCD	CONTRACTOR	APPROVED	Craig Tindall	4/30/2024	5/14/2024	5/23/2024	0	\$ 18,166.00	\$ -	\$ 630,187.93
7	ADD-IT over allowance	WCD	CONTRACTOR	APPROVED	Council	10/1/2024	10/1/2024	11/8/2024	0	\$ (164,045.19)	\$ -	\$ 466,142.74
8	ADD- PCO's 6,8,9,10,15, 19 through 28, 30, 32,33	WCD	CONTRACTOR	APPROVED	Darren Gore	12/16/2024	3/6/2025	3/12/2025	0	\$ (34,682.69)	\$ -	\$ 431,460.05
9	ADD- PCO's 31,35,36,38	WCD	CONTRACTOR	PENDING	Council	3/6/2025	4/10/2025		31	\$ (154,058.85)	\$ -	\$ 277,401.20
10												
11												
12												
13												
14												
Totals									31	\$ (422,598.80)	\$ 700,000.00	\$ 277,401.20
										A Contract Times Extension Requires City Council Approval		
										Abbreviations RFP = REQUEST FOR PROPOSAL FO = FIELD ORDER WCD = WORK CHANGE DIRECTIVE CCR = CONTRACTOR CHANGE REQUEST		



PCO #031

Rock City Construction Company, LLC  
1885 General George Patton Drive  
Franklin, Tennessee 37067  
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center  
324 New Salem Highway  
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #031: Burglar Alarm - Added long distance Access control infrastructure (\$32,274.60)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	ROCK CITY CONSTRUCTION CO LLC 1885 GENERAL GEORGE PATTON DR FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	031 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (ROCK CITY CONSTRUCTION CO LLC)
STATUS:	Draft	CREATED DATE:	1/6/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Burglar Alarm - Added long distance Access control infrastructure (\$32,274.60)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)  
Burglar Alarm - Added long distance Access control infrastructure

ATTACHMENTS:  
[Murfreesboro Transit Center Burg Alarm Cabling.Outdoor Long Range.pdf](#)

#	Budget Code	Description	Amount
1	16-16700.S COMMUNICATIONS.Commitment		\$29,340.55
2	88-83000.U FEE		\$2,934.05
3	88-82002.U OWNERS CONTINGENCY.Undefined		\$(32,274.60)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)  
120 BRENTWOOD COMMONS WAY#525  
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO  
111 WEST VINE STREET  
MURFREESBORO, Tennessee 37130

ROCK CITY CONSTRUCTION CO LLC  
1885 GENERAL GEORGE PATTON DR  
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



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

**Murfreesboro City**

**Job Name: Transit Center**

**324 New Salem Highway**

**Murfreesboro, TN 37129**

**12.23.24 (Burglar Alarm/ Long Rang Readers)**

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

LanLink shall furnish all materials labor, services, purchasing, testing of completely installed systems, etc., that are required to provide the complete data and voice distribution network for the project as outlined below. Project will be managed by a BICSI Registered Communication Distribution Designer (RCDD) to ensure proper installation. LanLink has **RCDD** on full-time staff and installation will be completed by **BICSI** trained technicians. **LanLink lead technical staff are all BICSI Level 2 installers.** LanLink has included the federal requirement of the Davis Bacon Wage payment scale.

- Burglar Alarm/Long Ranger Reader cables shall total (28)
- LanLink shall install the following cables to the Burglar Alarm devices per the plans dated 4/19/24:
  - Doors- 18/2
  - Motion Detectors- 18/4
  - Keypads- 18/4
  - Panic Buttons- 18/2
  - Long Range Reader- 18/2
  - Long Range Reader- 22/6
- LanLink shall leave the cable coiled above the Device with a 15' service loop for owners to install the Burglar Alarm system.
- LanLink shall install all cables back to the MDF. This includes the other 2 outbuildings.
- LanLink shall install all the J-hooks needed to support the cabling to TIA standards.
- This price is based upon empty, clean, dry conduits. (No water in conduit or floor boxes.) All data comm conduits shall have no more than three 90s or equal. Any data comm conduits over 20' shall have a pull string. All conduits shall have plastic bushing installed by EC.
- LanLink has priced this with normal working hours. (Mon-Fri 7am-5pm)

### **Project Completion**

- Contractor's (LanLink's) work shall be considered complete after the following has been accomplished:
  1. Installation is complete, all system testing has been completed and Contractor certifies in writing that the entire system is in working order.
  2. All system labels have been put in place.
  3. All construction debris and scrap materials have been removed from the premises.
  4. All marked up record drawings have been returned to the Engineer.
  5. The GC/Engineer has accepted the installation. Local Electrical has passed installation.
  6. The Owner and/or his equipment vendor have accepted the system wiring in its entirety.
  7. The testing logs in electronic and hard copy have been forwarded to the Owner.
  8. As-Built Drawings with pathway and outlet label will be provided to the customer.



**Exclusions**

- LanLink has not included power poles.
- LanLink has not included PDUs. (These can be added to the project if requested.)
- LanLink has not included basket tray. If this would be requested, it can be added into the scope of work.
- LanLink has not included Cameras, WAPs, Outdoor WAPs, Burglar alarm hardware.
- All Conduit Stub up Sleeves, Backboxes and Panduit needed shall be installed and provided by other

*Testing*

- A. The data distribution network, upon completion of the installation, will be tested. This testing will completely check each data port from the outlet plate, through the wiring to the patch panel termination.
- B. Testing will encompass all system performance parameters of each port, including attenuation, continuity of wiring to D.C., N.E.X.T (near end cross talk), cable length, cable I.D., proper pair termination per E.I.A. standards, EMI content, etc., and all significant performance parameters related to TIA/EIA Cat 6, most recent draft standards available.

**Section 2 – Payment Terms and Pricing**

Invoices will be generated on project progressive billing. Payment terms are Net 30. A Purchase Order and signed contract is required for quote to be processed.

**Total = \$29,340.55 (Tax included)**

By signing below you are agreeing to the installation above and the payment terms set forth in the payment section. Work will begin upon acceptance of this contract.

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Date

Proposal is valid for 30 Days



PCO #035

Bulley & Andrews Rock City, LLC  
830 Crescent Centre Drive - Suite 140  
Franklin, Tennessee 37067  
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center  
324 New Salem Highway  
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #035: Re-Design of New Salem ADA sidewalk (\$22,454.25)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	035 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	2/12/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Re-Design of New Salem ADA sidewalk (\$22,454.25)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)  
CE #059 - Re-Design of New Salem ADA sidewalk

ATTACHMENTS:  
[Revised Change Order #35 Sidewalk back up JKL.pdf](#)

#	Budget Code	Description	Amount
1	02-02000.S SITEWORK		\$15,317.50
2	02-02800.S LANDSCAPING		\$5,095.50
3	88-83000.U FEE		\$2,041.25
4	88-82002.U OWNERS CONTINGENCY.Undefined		\$(22,454.25)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)  
120 BRENTWOOD COMMONS WAY#525  
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO  
111 WEST VINE STREET  
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC  
830 Crescent Centre Drive Suite 140  
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

# JoshLeFevreConstruction

115 Thompson Rd  
Shelbyville TN 37160  
Office: (931) 294-2505

ProEstimate.NET

## Bid Report

Date: 03/20/2025

Time: 04:17:09 PM

<b>Project:</b>	<b>Murfreesboro Transit</b>	<b>Project No.:</b>	
<b>Location:</b>	<b>Murfreesboro, TN</b>	<b>Bid Date:</b>	<b>05/25/2023</b>

Pay Item	Description	Quantity	Unit	Unit Price	Extension
<b>Revised Change Order #35</b>					
CO35-1	Demo Existing Sidewalk & Curb	1.000	L.S.	1,500.00	1,500.00
CO35-2	Form & Pour New Sidewalk	950.000	S.F.	6.50	6,175.00
CO35-3	Landings	3.000	EACH	950.00	2,850.00
CO35-4	Curb Wall	16.000	L.F.	65.00	1,040.00
CO35-5	Retaining Wall	12.000	L.F.	350.00	4,200.00
CO35-6	North Sidewalk Deduct	615.000	S.F.	-6.50	-3,997.50
CO35-7	Retaining Wall Deduct	1.000	L.S.	-5,200.00	-5,200.00
CO35-8	Import Material	250.000	C.Y.	35.00	8,750.00
<del>CO35-9</del>	<del>Remove Landscaping</del>	<del>1.000</del>	<del>L.S.</del>	<del>3,000.00</del>	<del>3,000.00</del>
<b>Category Total: Revised Change Order #35</b>					<del>18,317.50</del> <b>15,317.50</b>
<b>TOTAL:</b>					<del>18,317.50</del>

Trucks will be counted at 12CY a truck. If 250CY is not reached the owner will be credited amount remaining.



Hardscape | Irrigation | Erosion

To            Rock City Construction  
              1885 General George Patton Dr.  
              Franklin, TN 37067

Date:                    02/12/2025

COR #:                005                    **REVISED 03/28/2025**

Attention:    Joe Hyken

Days:                    2

**Murfreesboro Transit Center**

Below is our COR as described.

Item #	Description	Qty	Unit	Rate	Total
	Mobilization on all COR per % as outlined on proposal	1	LS	700.00	700.00
	Sod to sidewalk being removed incl 2' strip each side	1	LS	485.00	485.00
	Mulch to touch up bed along new sidewalk	1	LS	129.00	129.00
	Remove existing plant material and place on site until grade fill has been completed	1	LS	736.00	736.00
	Put back plant material once fill is complete (lab & mat)	1	LS	856.00	856.00
	Lift irrigation to accommodate for new grade (lab & mat)	1	LS	249.50	249.50
	Continue sod at old sidewalk to new Salem (2120 SF)	1	LS	1,940.00	1,940.00
					<b>\$ 5,095.50</b>

**NOTE**

- 1. All notes of original proposal and contract will apply.
- 2. This procedure will be transplanting material and will void warranty.

Thank you for the opportunity and please feel free to contact me if you have any questions.

Respectfully,  
Letisia Smit



**SEC, Inc.**  
1990

**SITE ENGINEERING CONSULTANTS**  
ENGINEERING • SURVEYING • LAND PLANNING

4500 MIDDLE TURNPIKE, SUITE 200, MURFREESBORO, TENNESSEE 37129  
PHONE: (615) 895-7901 E-MAIL: MILLER@SEC.COM FAX: (615) 895-2476

**NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESS WRITTEN CONSENT OF SEC, INC.**  
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The site as shown on these conceptual drawings is the preliminary design only and is tentative. It is the sole responsibility of the owner(s) to ensure that the construction of the site shown on these conceptual drawings is in full accordance with all applicable laws, codes, ordinances, and regulations. The owner(s) shall be responsible for obtaining all the necessary permits and for the design and construction of the site. The owner(s) shall be responsible for obtaining all the necessary insurance that will protect the owner(s) from all liability and damages. The owner(s) shall be responsible for obtaining all the necessary insurance that will protect the owner(s) from all liability and damages.

Source Detail / Sheet No.

Sketch No. CSK-01



SCALE: 1"=10'

Ex. Elev. 582.14  
Prop. Elev. 582.12 (Requires Milling)  
Insure walking surface slope does  
not exceed 2% in any direction.

82.63Top(6"H)  
82.19Btm  
82.94Top(9"H)

Ex. Top Curb	589.97
Prop. Top SW	589.80

3:1 Slope Max. (Typ)

*Remove all fill material placed on adjacent property and grade as shown*

## Accessible Route Grading Plan



**S.E.C. Inc.**  
ENGINEERING • SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE  
850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129  
MEMPHIS, (615) 890-7001 FAX: (615) 890-3677  
MEMPHIS, TN, TEL: (615) 890-3677 FAX: (615) 890-3677

SEC Job #: 13122 Source Detail / Sheet No.

Sketch No.

2 of 3

CSK-01



**SFC, Inc.**  
SITE ENGINEERING CONSULTANTS  
ENGINEERING • SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE  
850 MIDCOFF TENNESSEE BOULEVARD, MEMPHIS, TENNESSEE 37170

**HANDRAIL MOUNTED ON WALL**  
SCALE \_\_\_\_\_ NONE

Source Detail / Sheet No.

Sketch No.

CSK-01









SCALE: 1"=10'

Ex. Elev. 582.14  
Prop. Elev. 582.12 (Requires Milling)  
Insure walking surface slope does  
not exceed 2% in any direction.

82.63Top(6"H)  
82.19Btm  
82.94Top(9"H)

Ex. Top Curb 589.97
Prop. Top SW 589.80

Proposed Slope & Drainage Esmt.

*Remove all fill material placed on adjacent property and grade as shown*

## Accessible Route Grading Plan

[illegible]

SEC Job #: 13122 Source Detail / Sheet No.

Sketch No. **CSK-01**

Source Detail / Sheet No.

Date: 1-29-2025

[illegible]

Sketch No.

CSK-01



PCO #036

Bulley & Andrews Rock City, LLC  
830 Crescent Centre Drive - Suite 140  
Franklin, Tennessee 37067  
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center  
324 New Salem Highway  
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #036: Exterior Concrete Sealer (\$99,330.00)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	036 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	3/6/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Exterior Concrete Sealer (\$99,330.00)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)  
CE #060 - Exterior Concrete Sealer

ATTACHMENTS:

[Super Hard S Product data.pdf](#) , [Super Seal M and Product Data.pdf](#)

#	Budget Code	Description	Amount
1	02-02000.S SITEWORK		\$90,300.00
2	88-83000.U FEE		\$9,030.00
3	88-82002.U OWNERS CONTINGENCY.Undefined		\$(99,330.00)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)  
120 BRENTWOOD COMMONS WAY#525  
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO  
111 WEST VINE STREET  
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC  
830 Crescent Centre Drive Suite 140  
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

JoshLeFevreConstruction

115ThompsonRd  
ShelbyvilleTN37160  
Office:(931)294-2505

ProEstimate.NET

Bid Report

Date: 02/10/2025  
Time: 04:07:31 PM

Project:	Murfreesboro Transit	Project No.:	
Location:	Murfreesboro, TN	Bid Date:	05/25/2023

Pay Item	Description	Quantity	Unit	Unit Price	Extension
Concrete Sealer Super Hard S Change Order					
CS1	Super Hard S Concrete Pavement	60,000.000	S.F.	0.60	36,000.00
	Note: - Price Includes Two Coats				
CS3	Super Hard S Sidewalks	26,000.000	S.F.	0.60	15,600.00
	Note: - Price Includes Two Coats				
CS5	Super Seal M Concrete Pavement	60,000.000	S.F.	0.45	27,000.00
	Note: - Manufacturer Recommends One Coat. Priced As One Coat.				
CS6	Super Seal M Sidewalks	26,000.000	S.F.	0.45	11,700.00
	Note: - Manufacturer Recommends One Coat. Priced As One Coat.				
Category Total: Concrete Sealer Super Hard S Change Order					90,300.00
TOTAL:					90,300.00

ProEstimate.NET

# Bid Report

Date: 02/10/2025

Time: 04:07:31 PM

Project:	Murfreesboro Transit	Project No.:	
Location:	Murfreesboro, TN	Bid Date:	05/25/2023

## Notes:

- Depending on absorprtion rate, this could require an additional coats, per supplier recommendation.

## Additional Coats Cost For Concrete Sealer:

- Super Hard S Concrete Pavement @ 60,000 S.F. x .30 = \$18,000 (Final Coat)
- Super Hard S Sidewalks @ 26,000 S.F. x .30 = \$7,800 (Final Coat)

## Exclusions:

- No Tap Fees
- No Rock Excavation
- No Permits
- No Asphalt Repair
- No Undercut
- No Bond
- No Soil Testing
- No TDOT Section
- No Building Foundations
- No Retaining Wall
- No DDCVA
- No Signage
- No Retaining Wall

# SUPER HARD

## Concrete Surface Densifier

### DESCRIPTION

SUPER HARD is a non-hazardous sealer solution that penetrates and densifies concrete, increasing the service life of the surface. Application of SUPER HARD to concrete results in a wear-resistant, dust-proof surface by reducing the porosity and permeability of the matrix. Since it is not a membrane-forming sealer, this product will not peel, scratch off, or wear away as a result of traffic erosion. After the surface has been treated with SUPER HARD, it can be polished to attain a high-sheen finish. SUPER HARD is formulated as follows:

**SUPER HARD-S** is a low-cost sodium silicate densifier,

**SUPER HARD-PL** is a high quality, easy to use, potassium silicate and lithium silicate blended densifier.

**SUPER HARD-L** is a premium, easy to use, lithium silicate densifier.

### FEATURES

- ★ Increased surface strength
- ★ Improves polishability
- ★ Reduces dusting
- ★ Increases the useful life of the concrete

### PREPARATION

Clean dirt, wax, grease, oil and other contaminants from the surface. Be sure to remove any previous coating. Carbonate concrete should be abraded prior to application to expose the free lime.

### APPLICATION

Fresh concrete should be properly cured for a minimum of seven days before silicate is applied. (Refer to ASTM standards for proper curing methods.) SUPER HARD may be satisfactorily applied to clean concrete at any later date. All concrete surfaces should be clean and completely dry prior to application. SUPER HARD should be applied to concrete surfaces with a sprayer, brush, roller, or squeegee. Any liquid that is not absorbed by the surface within five minutes should be removed or relocated via squeegee to more absorbent areas. Liquid left to dry on the surface may result in the formation of a crystalline substance that should be removed with hot water and scrubbing as soon as possible. Allow the surface to dry between coats. At least two coats are recommended, but the final application is determined by the saturation of the substrate. The process is complete when the solution is no longer readily absorbed by the concrete. Even application of the material is important to obtain a uniform surface density. Reapplication is required when the surface has worn to point that the solution had not penetrated. Free silicate can interfere with the adhesion of any paint or coatings to be applied of the hardened surface. Alkali-resistant coatings should be used.

### NET COVERAGE RATE

200-400 ft<sup>2</sup> per gallon depending upon the porosity of the concrete.

### TECHNICAL DATA

VOC: standard <0g/L

Flash Point: N/A

### HMIS

Health	1	Flammability	0
Reactivity	0	Protection	B

### CLEANUP

Clean tools with water.

### MAINTENANCE

Re-application is required when the surface has worn to point that the solution had not penetrated.

**DISCLAIMER:** Since manufacturer has no control over handling, use or storage; no guarantee expressed or implied, is offered. Clemons Concrete Coatings warrants the product to be free of defects and will replace or refund the purchase price of said products proven defective. Labor cost and/or other consequential damages are not covered by this warranty. Responsibility for claims of any kind is strictly limited to the purchase price of the product. The suitability of the product for any extended use shall be solely up to the user.

Made in USA

**CLEMONS CONCRETE COATINGS**

505 Cave Road Nashville TN 37210 ★ [www.ccc-usa.com](http://www.ccc-usa.com) ★ Tel: 615-872-9099 ★ Fax: 615-872-9052

## Safety Data Sheet

### Super Hard-S

#### Section 1

Product Name:  
Recommended Use:  
Supplier:  
Emergency Phone:

#### Product Description

Super Hard-S  
Concrete densifier  
Clemons Concrete Coatings, 505 Cave Rd., Nashville, TN 37210, 615-872-9099  
INFOTRAC 1-800-535-5053

#### Section 2

#### Hazard identification

##### Category 2B Eye Irritant

Signal Word:

Warning.

Hazard Statement:

H320 Causes eye irritation.

Precautionary Statement:

##### Prevention:

P261 Avoid breathing mist.  
P280 Wear eye protection.  
P270 Do not eat, drink, or smoke while using this product.

##### Response:

P301+P314 IF SWALLOWED: Get medical advice if you feel unwell.  
P302+P353 IF ON SKIN: Rinse skin with water.  
P304+P340+P342+P313 IF INHALED: Remove person to fresh air and keep comfortable for breathing. If experiencing respiratory symptoms: Get medical advice.  
P305+ P351+P338+P314 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Get medical advice if you feel unwell.

#### Section 3

#### Composition/ Information on Ingredients

	<u>CAS #</u>	<u>OSHA PEL(TWA)</u>	<u>ACGIH(TLV-TWA)</u>	<u>Conc.(wt. %)</u>
Dihydrogen oxide	7732-18-5	Not established	Not established	85.0 - 90.0
Silicic acid, sodium salt	1344-09-8	Not established	Not established	10.0 - 15.0

#### Section 4

#### First Aid Measures

##### Emergency First Aid Procedures

**Skin:** Clean area with soap and water. If irritation develops, get medical attention.

**Eyes:** Flush with a gentle but large stream of clean water for 15 minutes, lifting the lower and upper eyelids occasionally. Remove contact lenses if present and easy to do – continue rinsing. If irritation develops, get medical attention.

**Inhalation (mist):** Move to fresh air and keep comfortable for breathing. Seek medical attention if irritation persists.

**Ingestion:** Get medical advice if you feel unwell.

#### Section 5

#### Firefighting Procedures

**Extinguishing Media:** Dry chemical, CO2, foam, water fog

**Flash Point (TCC):** N/A

**Flammable Limits (% volume in air for solvents):** LEL=N/A UEL=N/A

**Special Fire Fighting Procedures:** Firefighters wear NIOSH approved self-contained breathing apparatus. Cool containers exposed to fire with water.

#### Section 6

#### Spill or Leak Procedures

## Safety Data Sheet

**Steps to Take if Material is Released or Spilled:** No health affects expected from the clean-up of the material. Follow the protection information found in Section 8 of this SDS. Absorb spillage in suitable inert material. Sweep or scrape up and containerize. Rinse affected area thoroughly with water.

### Section 7 Handling and Storage

**Normal Handling:** Always use good industrial hygiene practices and safety guidelines.

**Storage:** Store material in its original container. Keep containers tightly closed when not in use.

**Waste Disposal Method:** Material is not considered a RCRA Hazardous Waste. Dispose of material in accordance with federal, state, and local guidelines.

**Special Precautions:** Avoid freezing. Store in a cool, dry place with adequate ventilation.

### Section 8 Protection Information

**Respiratory Protection:** Use NIOSH-approved respirator when the chance of mist inhalation is present.

**Ventilation:** Provide adequate mechanical ventilation to keep mist levels low.

**Protective Gloves:** Wear impervious chemical gloves.

**Eye Protection:** Wear chemical safety glasses.

**Other Protective Clothing or Equipment:** As needed to prevent repeated/prolonged contact.

**Work/Hygienic Practices:** Use only in adequately-ventilated area unless recommended respiratory protection is used. Wash thoroughly with soap and water after handling and before eating, smoking, or using washroom. If clothes become contaminated, change to clean clothing and wash contaminated clothes before re-use.

### Section 9 Physical Data

**Appearance:** Clear to hazy liquid

**Odor:** Odorless or musty odor

**Odor Threshold:** No data available

**pH:** 11.0

**Freezing/Melting Point:** Not determined

**Boiling Point:** 212° F

**Flash Point:** N/A

**Evaporation Rate:** Not determined

**Flammability (solid, gas):** Non-flammable liquid

**Upper/lower Flammability:** Not determined

**Vapor Pressure:** Not determined

**Vapor Density:** Not determined

**Relative Density:** 1.10 g/cc

**Solubility:** Miscible with water

**Partition Coefficient:** Not determined

**Auto-ignition Temperature:** Not determined

**Decomposition temperature:** Not determined

**Viscosity:** Not determined

### Section 10 Reactivity Data

**Reactivity:** Stable.

**Conditions to avoid:** None known.

**Materials to avoid:** Gels and generates heat when mixed with acid. May react with ammonium salts, resulting in evolution of ammonia gas. Flammable hydrogen gas may be produced on contact with aluminum, tin, lead, and zinc.

**Hazardous decomposition products:** Hydrogen

**Hazardous Polymerization:** Will not occur.

### Section 11 Toxicity Data

**Carcinogen:** No.

**Routes of Exposure:** Inhalation (mist), ingestion, eyes, and skin.

**Acute Toxicity Lethal Doses (ATE):**

LD50 (oral) 52,631 mg/kg

LC50 (inhl) No data available

LD50 (skin) No data available



## Safety Data Sheet

### Health Hazards:

**Acute:** May cause eye irritation. Inhalation of vapor/mist may irritate nose and throat. Ingestion of large quantities may cause nausea.

**Chronic:** Prolonged and repeated exposures may cause skin irritation. Repeated ingestion or swallowing large amounts may cause internal injury.

**Skin Contact:** Prolonged or repeated contact may cause mild irritation.

**Eye Contact:** Direct contact may cause mild eye irritation.

**Inhalation (mist):** May cause mild irritation.

**Ingestion:** May cause nausea, abdominal discomfort.

**Carcinogen:** No.

**Aggravation of Pre-existing Conditions:** Persons with pre-existing skin, eye, or lung disorders may be more susceptible to the effects of the substance.

### Section 12 Ecological Data

#### Acute (Based on 100% Sodium Silicate)

**Acute Toxicity to Fish:** LC50 10.4 mg/L (calculated)

**Acute Toxicity to Aquatic Invertebrates:** LC50 247 mg/L (calculated)

**Toxicity to Aquatic Plants:** No data available

**Toxicity to Microorganisms:** No data available

**Chronic Toxicity to Fish:** No data available

**Chronic Toxicity to Aquatic Invertebrates:** No data available

**Persistence and Degradability:** Not persistent in aquatic environments

**Bioaccumulation Potential:** This material does not bioaccumulate

**Mobility in the Soil:** Expected to move slowly in soil and water

**Other Adverse Effects:** None established

### Section 13 Disposal Information

**Waste Disposal Method:** Material is not considered a RCRA Hazardous Waste. Dispose of material in accordance with all Federal, State, and Local regulations.

### Section 14 Transport Information

**Proper Shipping Name:** Non-Regulated Material

**Marine Pollutant:** No

### Section 15 Regulatory Information

**SARA 311/312:** Acute

#### **CHEMICAL INVENTORIES**

All ingredients of this product are listed or are exempt from listing on the U. S. Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

**California Proposition 65 Carcinogens and Reproductive Toxins:** None

**Canadian WHMIS Classification:** Not classified

### Section 16 Additional Information

**The regulatory information provided is not intended to be comprehensive. Other Federal, State and Local regulations may apply to this material.**

**DISCLAIMER:** Although the information and recommendations set forth herein are presented in good faith and believed to be correct as of the date hereof, manufacturer makes no representations as to the completeness or accuracy thereof.

# Super Seal - M

## Water-Based Silane / Siloxane Water Repellant for Concrete & Masonry

### DESCRIPTION

Super Seal - M is a water-based Silicone Water Repellent made of a special hybrid of Silane and Siloxane. SUPER SEAL-M provides water repellency to porous construction materials such as concrete, bricks, stone, masonry blocks, mortar and grout. It is not suitable for very low-porosity substrates such as polished stone.

The active ingredients in SUPER SEAL-M Water Repellent Sealer are a mixture of different-size particles-some larger, some smaller-to fill different size voids. This ensures good penetration into porous substrates, resulting in good coverage and durable water repellency. Additionally, the active ingredients in SUPER SEAL-M Water Repellent can chemically react with the substrate, ensuring long-lasting performance. The product's excellent water repellency and fast beading action are immediately apparent. What you will not see is any significant change in the substrate's original appearance. Unlike most water repellents, SUPER SEAL-M can be applied to uncured concrete once bleed water has evaporated. However, the penetration, performance, and durability of SUPER SEAL-M is increased by every day that application can be delayed up to 28 days.

### FEATURES

- ★ Does not alter appearance of the surface
- ★ Low V.O.C.
- ★ Can be applied to fresh concrete

### PREPARATION

Clean dirt, wax, grease, oil and other contaminants from the surface. Be sure to remove any foreign coating unless previous coating is same or similar water-based sealer. Make sure the surface is clean, dry and sound. Clean oily concrete with Clemons' CLEANER DEGREASER. Use a bristle brush for heavily oiled spots. If surface is slick, etch with Clemons' ETCH & CLEAN. Rinse well with a pressure washer. Allow 24 hours to dry. Apply only when surface and air temperatures are above 50° F and below 90° F. Do not apply to excessively hot surfaces as rapid drying may cause streaking to form.

### APPLICATION

Super Seal M may be applied to dry or damp concrete. Rolling is recommended for best effect. When spraying, avoid over spray. Fresh Concrete should be solid enough to walk on. Protect all nearby vegetation and other surfaces made of glass, aluminum, or metal. Apply thoroughly to saturation with sprayer, roller, or brush. Do not puddle. For vertical surfaces, apply from bottom up. Apply second coat wet on wet.

### NET COVERAGE RATE

Coverage rate is approximately 200ft<sup>2</sup> per gallon depending on the porosity of the substrate.

### TECHNICAL DATA

VOC: standard <100 g/L  
Flash Point: N/A  
DOT: Non-Regulated Material

### HMIS

Health	1	Flammability	0
Reactivity	0	Protection	B

### PRECAUTIONS

Always test a small area for compatibility before proceeding. Do not use on surface that has been previously sealed. If white film forms, wash away with water. If it persists, scrub with brush and water. Protect from freezing. If frozen, stir until melted. Recommended shelf life is one year.

### CLEANUP

Clean tools with water.

### MAINTENANCE

Reapply once surface no longer beads water. Expect to reseat approximately every two years.

**DISCLAIMER:** Since manufacturer has no control over handling, use or storage; no guarantee expressed or implied, is offered. The suitability of the product for use shall be solely up to the user. Manufacturer retains the right to venue.

Made in USA

**CLEMONS CONCRETE COATINGS**

505 Cave Road Nashville TN 37210 ★ www.ccc-usa.com ★ Tel: 615-872-9099 ★ Fax: 615-872-9052

## Safety Data Sheet

### Super Seal-M (regular & 7%)

#### Section 1

#### Product Description

Product Name: Super Seal-M (regular & 7%)  
 Recommended Use: Penetrating concrete sealer  
 Supplier: Clemons Concrete Coatings, 505 Cave Road, Nashville, TN 37210, 615-872-9099  
 Emergency Phone: INFOTRAC 1-800-535-5053

#### Section 2

#### Hazard identification

##### Not a GHS Classifiable Hazard

Signal Word: None

Hazard Statement: None

Precautionary Statement:

##### Prevention:

P261 Avoid breathing mist.  
 P280 Wear eye protection.  
 P270 Do not eat, drink, or smoke while using this product.

##### Response:

P301+P314 IF SWALLOWED: Get medical advice if you feel unwell.  
 P302+P353 IF ON SKIN: Rinse skin with water.  
 P304+P340+P342+P313 IF INHALED: Remove person to fresh air and keep comfortable for breathing. If experiencing respiratory symptoms: Get medical advice.  
 P305+ P351+P338+P314 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Get medical advice if you feel unwell.

#### Section 3

#### Composition/ Information on Ingredients

<u>CAS #</u>	<u>OSHA PEL(TWA)</u>	<u>ACGIH(TLV-TWA)</u>	<u>Conc. (wt. %)</u>
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No Hazardous Ingredients\*

\*Substances listed in "Haps" and "California Proposition 65 that are not listed in this section are only present at quantities below 0.1% for California Proposition 65 toxins and 1.0% for non-carcinogenic HAPS or they are inextricably bound in the product.

#### Section 4

#### First Aid Measures

##### Emergency First Aid Procedures

**Skin:** Immediately flush with water for 15 minutes. Seek medical attention if irritation persists.  
**Eyes:** Flush with a gentle but large stream of clean water for 15 minutes, lifting the lower and upper eyelids occasionally. Seek medical attention.  
**Inhalation:** Move to fresh air and provide oxygen if breathing is difficult. Seek medical attention if irritation persists.  
**Ingestion:** DO NOT INDUCE VOMITING. If vomiting occurs spontaneously, keep head below hips to prevent aspiration of liquid into the lungs. Get medical attention immediately.

#### Section 5

#### Firefighting Procedures

**Extinguishing Media:** Dry chemical, CO2, alcohol-resistant foam

**Flash Point (TCC):** >212° F

**Flammable Limits (% volume in air for solvents):** LEL=N/A UEL=N/A

**Special Fire Fighting Procedures:** Firefighters wear NIOSH approved self-contained breathing apparatus. Cool containers exposed to fire with water.

#### Section 6

#### Spill or Leak Procedures

**Steps to Take if Material is Released or Spilled:** No health affects expected from the clean-up of the material if contact can be avoided. Follow the protection information found in Section 8 of this SDS. Ventilate the contaminated area. Prevent the spread of spilled material by using a suitable absorbent material.

## Safety Data Sheet

### Section 7                      Handling and Storage

**Normal Handling:** Always use good industrial hygiene practices and safety guidelines.

**Storage:** Store material in its original container. Keep containers tightly closed when not in use.

**Waste Disposal Method:** Material is not considered a RCRA Hazardous Waste. Dispose of material in accordance with federal, state, and local guidelines.

**Special Precautions:** Avoid breathing mist. Avoid freezing.

### Section 8                      Protection Information

Ethyl alcohol is formed upon contact with water or humid air. Provide adequate ventilation to control exposures within guidelines of OSHA PEL (final rule): TWA 1000 ppm and ACGIH TLV: STEL 1000 ppm.

**Respiratory Protection:** Use NIOSH-approved organic vapor respirator when exposure levels cannot be maintained below limits or the chance of mist inhalation is present.

**Ventilation:** Provide adequate mechanical ventilation to keep exposure levels below TLV's.

**Protective Gloves:** Wear impervious chemical gloves.

**Eye Protection:** Wear chemical safety glasses.

**Other Protective Clothing or Equipment:** As needed to prevent repeated/prolonged contact.

**Work/Hygienic Practices:** Use only in adequately-ventilated area unless recommended respiratory protection is used. Wash thoroughly with soap and water after handling and before eating, smoking, or using washroom. If clothes become contaminated, change to clean clothing and wash contaminated clothes before re-use.

### Section 9                      Physical Data

**Appearance:** Milky liquid

**Odor:** Mild

**Odor Threshold:** No data available

**pH:** 8-9

**Melting Point:** Not determined

**Freezing Point:** Not determined

**Boiling Point:** Not determined

**Flash Point:** N/A

**Evaporation Rate:** Not determined

**Flammability (solid, gas):** Non-flammable liquid

**Upper/lower Flammability:** Not determined

**Vapor Pressure:** Not determined

**Vapor Density:** 0.62 (air=1)

**Relative Density:** 1.0 g/cc

**Solubility:** Miscible with water

**Partition Coefficient:** Not determined

**Auto-ignition Temperature:** Not Determined

**Decomposition temperature:** Not determined

**Viscosity:** 1.004 centistokes (20° C)

### Section 10                      Reactivity Data

**Reactivity:** Stable.

**Conditions to avoid:** None known.

**Incompatibility (Materials to Avoid):** Strong oxidizers.

**Hazardous Polymerization:** Should not occur.

### Section 11                      Toxicity Data

**Routes of Exposure:** Inhalation, ingestion, eyes, and skin.

**Acute Toxicity Lethal Doses (ATE):**

20000 mg/kg

**Health Hazards:**

**Acute:** May cause skin irritation. Inhalation of vapor/mist may irritate nose and throat and/or cause drowsiness. Ingestion of large quantities may cause drowsiness, dizziness, confusion, or loss of coordination. Direct eye contact may cause moderate irritation.

**Chronic:** Prolonged and repeated exposures may cause skin irritation. Repeated ingestion or swallowing large amounts may cause internal injury.

## Safety Data Sheet

**Skin Contact:** Prolonged or repeated exposure can cause moderate irritation.

**Eye Contact:** Direct contact may cause moderate eye irritation.

**Inhalation:** May irritate nose and throat and/or cause drowsiness. Continued inhalation may result in liver damage.

**Ingestion:** May cause drowsiness, dizziness, and loss of coordination. Repeated ingestion of large quantities may cause internal injury. Aspiration of the material into the lungs may result in chemical pneumonitis, which can be fatal.

**Carcinogen:** No.

**Aggravation of Pre-existing Conditions:** Persons with pre-existing skin, eye, or lung disorders may be more susceptible to the effects of the substance.

### Section 12 Ecological Data

**Acute Toxicity to Fish:** No data available

**Acute Toxicity to Aquatic Invertebrates:** No data available

**Toxicity to Aquatic Plants:** No data available

**Toxicity to Microorganisms:** No data available

**Chronic Toxicity to Fish:** No data available

**Chronic Toxicity to Aquatic Invertebrates:** No data available

**Persistence and Degradability:** No data available

**Bioaccumulation Potential:** This material is not expected to bioaccumulate

**Mobility in the Soil:** Expected to move slowly in soil and water

**Other Adverse Effects:** None established

### Section 13 Disposal Information

**Waste Disposal Method:** Material is not considered a RCRA Hazardous Waste. Dispose of material in accordance with all Federal, State, and Local regulations.

### Section 14 Transport Information

#### USDOT

Non-Regulated Material

#### IMDG

Non-Regulated

#### Air/IATA

Non-Regulated

### Section 15 Regulatory Information

**SARA 311/312:** No.

**OSHA:** This material is hazardous by definition of Hazardous Communications Standard (29 CFR 1910.1200).

**TSCA:** Components of this material are either listed or are exempt from the EPA TSCA Inventory of Chemical Substances. Contains no TSCA 12(b) regulated chemicals.

**California Proposition 65:** WARNING! This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.  
67-56-1 Methyl Alcohol

**Massachusetts Right To Know:** No listed components

**Pennsylvania Right To Know:** No listed components

**New Jersey Right To Know:** No listed components

### Section 16 Additional Information

The regulatory information provided is not intended to be comprehensive. Other Federal, State and Local regulations may apply to this material.

**DISCLAIMER:** Although the information and recommendations set forth herein are presented in good faith and believed to be correct as of the date hereof, manufacturer makes no representations as to the completeness or accuracy thereof.



PCO #038

Bulley & Andrews Rock City, LLC  
830 Crescent Centre Drive - Suite 140  
Franklin, Tennessee 37067  
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center  
324 New Salem Highway  
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #038: CE #066 - Time extension

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	038 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	3/27/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#010 - PCO#'s 31,35,36,38
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	31 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: CE #066 - Time extension

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

SEE BELOW EXTENSION REQUEST  
WE REQUEST CONTRACT EXTENSION TO THE DATE OF **May 16 2025**

Steel Retrofit  
Additional steel at Admin BLDG canopies not previously on drawings  
Resolution to steel Retrofit happened March 21st  
Shops expected 3/31  
Shop Review 1-2 weeks  
RFI review of shear tab and stiffener 1-2 weeks  
Stamp Drawings 2-3 days  
3-4 weeks start to finish  
Extension needed until **May 16th 2025**

\*\*if additional COs are requested past current contract completion date of April 15th 2025 Rock Citys GCs will be requested to be paid for.

ATTACHMENTS:

#	Budget Code	Description	Amount
1			\$0.00
Grand Total:			\$0.00



PCO #038

Neal Corbett (HDR, INC.)  
120 BRENTWOOD COMMONS WAY#525  
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO  
111 WEST VINE STREET  
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC  
830 Crescent Centre Drive Suite 140  
FRANKLIN, Tennessee 37067

SIGNATURE DATE

Bulley & Andrews Rock City, LLC

SIGNATURE DATE

SIGNATURE DATE

# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

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**Item Title:** Full-Scale Biosolids Thermal Dryer Engineering Services  
Task Order Amendment No. 2

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

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

---

**Summary**

Consider additional design and capacity evaluation services for the Water Resources Recovery Facility's (WRRF) full-scale thermal dryer project.

**Staff Recommendation**

Approve Task Order Amendment No. 2 for additional engineering evaluations with Smith Seckman Reid (SSR) for the full-scale biosolids drying project at the City's WRRF. The Water Resources Board approved this matter on April 22, 2025.

**Background Information**

The Council approved the initial task order in November of 2022 for the report, preliminary design, and final design services for a new thermal sludge dryer to be installed in the existing biosolids building at the City's Water Resource Recovery Facility.

The purpose of the project is to manufacture a beneficially reusable soil amendment and eliminate landfilling approximately 8 truckloads per day of dewatered biosolids. The drying operation will produce less than one truckload a day of Class A Excellent Quality dried biosolids which can be spread across turf fields or agricultural property.

Amendment 2 is for engineering services that are outside the original scope of Task Order 2241030.0. The task order amendment fee is hourly not to exceed \$130,125. The original order was in the amount of \$1,407,635. Amendment 1 was approved in January of 2024 in the amount of \$546,000. The total for all three is \$2,083,760. Staff allocated \$2,250,000 in working capital reserves for the project.

**Council Priorities Served**

*Expand infrastructure*

Expanding the biosolids operations at the City's WRRF to manufacture a beneficial land applied soil amendment eliminates the WRRF's reliance on a regional landfill.

**Fiscal Impact**

The expense of \$130,125 would be funded by MWRD's working capital reserves.

**Attachments**

SSR Task Order 2241030.0 Amendment 2



## **Amendment 2 To Task Order No. 2241030.0**

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### **1. Background Data:**

- a. Effective Date of Task Order: November 3, 2022
- b. Owner: City of Murfreesboro
- c. Engineer: Smith Seckman Reid
- d. Specific Project: WRRF Full-Scale Thermal Dryer Design

### **2. Description of Modifications**

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
  - Preliminary Design Phase (Agreement, Paragraph 1.3)
    - No additional services
  - Final Design Phase (Agreement, Paragraph 1.4) as modified below:
    - Design truck loadout structure to include provisions for a future storage silo
    - Design of new dryer process drain line (2 alternatives)
    - Additional design and review effort associated with instrumentation and controls design
    - Design evaluation to recycle “off-spec” material into the process in lieu of hauling the material to a landfill
    - Evaluate requirements to expand each of the 8 Rotary Presses from 6 dewatering channels each to 8 dewatering channels
    - Cost estimating of the above modifications
    - Bidding documents to include the above modifications
  - Construction Phase Services (Agreement, Paragraphs 1.5 and 1.6) and the following:
    - Design and drawing revisions necessitated by Komline-Sanderson recycle conveyor and thermal fluid heater equipment revisions
  - Operational Phase Services (Agreement, Paragraph 1.7)
    - No additional services

- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Design Phase Construction Phase	\$71,505.00	
b. Construction Phase	\$58,620.00	
<b>TOTAL COMPENSATION (lines 1.a-b)</b>	<b>\$130,125.00</b>	Hourly Not to Exceed

- c. The schedule for rendering services under this Task Order and previous amendments, if any is modified as follows:

- Additional services will not modify the original Task Order and previous amendment schedule

### 3. Task Order Summary (Reference only)

- |    |                                  |                |
|----|----------------------------------|----------------|
| a. | Original Task Order amount:      | \$1,407,635.00 |
| b. | Net change for prior amendments: | \$546,000.00   |
| c. | This amendment amount:           | \$130,125.00   |
| d. | Adjusted Task Order amount:      | \$2,083,760.00 |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

By: \_\_\_\_\_

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

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

ENGINEER:

By:  \_\_\_\_\_

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

Date  
Signed: April 9, 2025 \_\_\_\_\_

APPROVED AS TO FORM:

Signed By:



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City of Murfreesboro Legal Department



# Project Memorandum

**To:** Valerie Smith  
**From:** Brent Fowler  
**Date:** April 16, 2025  
**Re:** Amendment 2 to Task Order 2241030.0  
**Project Name:** WRRF Full-Scale Thermal Dryer Design  
**Project Number:** 2241030.0

## Background

### Original Task Order

Task Order 2241030.0 was recommended by MWRD staff and was approved at the October 25, 2022, MWRD Board Meeting. The proposed dryer facility will process the dewatered sludge and create a Class A Biosolids product suitable for land application. Task Order 2241030.0 included preliminary and final design phase services, but not construction administration phase services.

### Amendment 1

Amendment 1 to Task Order 2241030.0 to provide engineering services necessary to complete the construction phase of the dryer project was recommended by MWRD staff and was approved at the January 23, 2024 Board Meeting. The services include dust combustibility testing and a dust hazard analysis review and implementation plan as required by OSHA (Occupational Health and Safety Administration) and NFPA (National Fire Protection Association).

### Proposed Amendment 2

Amendment 2 includes work performed that was outside the original scope of services in Task Order 2241030.0. Six items added to the project scope are addressed below.

1. Thermal Dryer Process Drain Line. During the design phase of the project and upon televising the existing Biosolids Building process drain line, the line was found to be clogged with debris from the sludge dewatering process and contents from collection system pumping stations that were cleaned and the contents discharged into the drain line. MWRD staff previously questioned whether the drain line was operating at full capacity. MWRD staff and SSR agreed that a new drain line dedicated to the thermal dryer was necessary to ensure consistent operations of the critical drying process. The original design scope and fee were based on using existing drain line for both the dewatering and drying processes. The scope and fee did not include design of a new drain line.
2. Future Silo for the Truck Loadout Facility. During the design phase of the project, MWRD staff requested that SSR include provisions for a future dried product storage silo as part of the product loadout facility. If in the future MWRD contracts with a third-party biosolids disposal company, storage would be necessary to meet the loading needs of a contracted third party. If the local agricultural community uses the product and loads at the WRRF, having stored material would be beneficial. The original design scope and fee were based on using MWRD trucks for necessary storage. The scope and fee did not include design of a new storage silo.
3. Instrumentation and Control Design. The City elected to contract directly with MR Systems, Inc. to perform instrumentation and controls design services for the project with the intent of streamlining the construction phase related to instrumentation and controls. SSR was tasked to provide quality

control (QC) reviews of MR Systems' design at each milestone, i.e., 30%, 60%, and 90%. However, the SSR effort was much more than typical QC reviews. MR Systems acknowledged that they are better suited to perform integration services as opposed to performing and completing a design project. SSR assisted MR Systems throughout the process to aid in completion of the design.

4. Evaluate Recycle of "Off-Spec" Material. The design intent for handling dryer feed material that does not meet the required specifications is to divert the off-spec material to truck and haul it to a landfill for disposal. During the design phase, MWRD staff requested that SSR evaluate recycling the off-spec material back into the treatment process to avoid landfilling. SSR performed a preliminary evaluation and estimated the cost. MWRD staff concluded that the additional cost was not justified.
5. Revisions Due to Komline-Sanderson Design Changes. SSR was provided with various preliminary design information from the dryer manufacturer, Komline-Sanderson, including details about the dried product recycle conveyors and the thermal fluid heater system. During Komline-Sanderson's detailed design process, which began once they were issued a purchase order from the general contractor, Reeves Young, Komline-Sanderson revised the product recycle conveyors and the thermal fluid heater system which necessitated significant design changes by SSR.
6. Evaluate Rotary Press Expansion. To meet the demands of future solids production at the WRRF, dewatering capacity must be addressed. One option to manage the increased solids production is to expand the capacity of the existing rotary presses. MWRD staff requested that SSR evaluate adding 2 channels to each rotary press. SSR evaluated the new footprint and layout, upgrades to the existing electrical system, upgrades to the water supply system, and the polymer system.

## Recommendation

SSR recommends that the Board and Council approve Amendment 2 to Task Order 2241030.0 to include the above-listed additional services, and SSR respectfully requests compensation for these services. MWRD staff requested that SSR perform the services for items 1, 2, 4, and 6. SSR informed MWRD that additional effort was required for item 3. Item 5 includes SSR additional effort that was unavoidable. Komline-Sanderson revised the equipment, and therefore SSR had to revise the design and the drawings. The work addressed above is necessary for a successful project which will improve the WRRF operation and maintenance and make the WRRF more self-reliant when it comes to disposal of residual solids.

## Project Costs

The Board and Council approved Task Order 2241030.0 with a labor fee of \$1,407,635.00. Board and Council approved Amendment 1 with a labor fee of \$546,000.00. The estimated labor fee for the above-described additional services is \$130,125.00 bringing the total engineering services to \$2,083,760.00.

Description of Service	Amount	Basis of Compensation
Design	\$1,407,635.00	Hourly Not to Exceed
Amendment 1 – CA	\$546,000.00	Hourly Not to Exceed
Amendment 2 – Add Services	\$130,125.00	Hourly Not to Exceed
<b>Total</b>	<b>\$2,083,760.00</b>	

## Attachments

1. Amendment 2 to TO2241030.0.
2. Amendment 2 Labor Cost Breakdown.

Change Register - Amendment 2

Project Title:	WWRF Full-Scale Thermal Dryer Design
Client:	Murfreesboro Water Resources Department
Project Number:	2241030.0
Project Manager:	Brent Fowler

CHANGE REGISTER - AMENDMENT 2																			
No.	Change Task Description	Change Task Hours and Rates																	Cost of Change
		PIC/PM BDF	ENG IV RML	SDES II JPB	EI II APM	EI I DAR	STRUCT ENG IV	STRUCT PM I	STRUCT CADD	STRUCT EI II	MEP PRINC	MEP ENG IV	MEP PM II	MEP CADD	MEP EI II	I&C ENG IV	I&C PM II	I&C EI II	
		\$ 220.00	\$ 205.00	\$ 160.00	\$ 120.00	\$ 110.00	\$ 205.00	\$ 170.00	\$ 160.00	\$ 120.00	\$ 220.00	\$ 205.00	\$ 185.00	\$ 160.00	\$ 120.00	\$ 205.00	\$ 185.00	\$ 120.00	
1	Design truck loadout structure for future silo storage	8	40	10	5	5	16	2	8		2				4				\$ 18,900.00
2	Design and cost of new drain line for the dryer from the Biosolids Building to Main PS (2 options)	4	13	16	16	4													\$ 9,575.00
3a	Additional effort for instrumentation and controls design and coordination with MR Systems at Rate 1	1	3													14	7	13	\$ 6,560.00
SUBTOTALS (1 - 3a)		13	56	26	21	9	16	2	8	0	2	0	0	0	4	14	7	13	\$ 35,035.00

No.	Change Task Description	PIC/PM BDF	ENG IV RML	SDES II JPB	EI II APM	EI I DAR	STRUCT ENG IV	STRUCT PM I	STRUCT CADD	STRUCT EI II	MEP PRINC	MEP ENG IV	MEP PM II	MEP CADD	MEP EI II	I&C ENG IV	I&C PM II	I&C EI II	
		\$ 235.00	\$ 205.00	\$ 160.00	\$ 135.00	\$ 120.00	\$ 205.00	\$ 175.00	\$ 120.00	\$ 120.00	\$ 220.00	\$ 205.00	\$ 190.00	\$ 180.00	\$ 120.00	\$ 205.00	\$ 190.00	\$ 135.00	
3b	Additional effort for instrumentation and controls design and coordination with MR Systems at Rate 2	2	43													50	12	50	\$ 28,565.00
4	Evaluation to recycle "off spec" material back into the treatment process in lieu of hauling off site	1	10		2														\$ 2,555.00
5a	Structural revisions and process coordination related to Komline conveyor change and boiler layout change	7	77	85	33		64	2	32	3		8	6	4					\$ 56,655.00
5b	Coordination of Komline boiler pressure change with Piedmont Natural Gas	1	4										1	4					\$ 1,965.00
6	Evaluate requirements for the Rotary Press conversions from 6 channels to 8 channels	2	20	2	2								1						\$ 5,350.00
SUBTOTALS (3b - 5)		13	154	87	37	0	64	2	32	3	0	8	8	8	0	50	12	50	\$ 95,090.00
TOTALS (1 - 5)		26	210	113	58	9	80	4	40	3	2	8	8	8	4	64	19	63	\$ 130,125.00

# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

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**Item Title:** Aerator 2A Impeller Replacement

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Action:**

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

---

**Summary**

Consider the purchase of a replacement oxidation ditch aeration impeller (sole source) at the City's Water Resource Recovery Facility (WRRF).

**Staff Recommendation**

Approve the purchase of an aeration impeller from Ovivo. This purchase was approved at the April 22, 2025, Board meeting.

**Background Information**

The oxidation ditches at the WRRF are a key unit of the treatment process. The system relies on nine 200 HP Aerators mechanically introducing oxygen into the biological mixed liquid to create optimal habitats for beneficial microorganisms.

Aerator 2A has experienced an impeller failure. 2A's impellor previously failed and was replaced in February of 2023. Ovivo is providing a new impeller under warranty; however, staff requests approval of the purchase of a spare impeller for future repairs. New Original Equipment Manufacturer (OEM) parts are only available from a sole source.

**Council Priorities Served**

*Expand infrastructure*

The infrastructure at the WRRF enables the production of excellent quality water that enhances the West Fork Stones River for safe public use, beautiful scenery, and thriving aquatic life.

**Fiscal Impact**

The impellor purchase expense, or \$54,485, will be funded by the Water Resources FY25 Capital Budget.

**Attachments**

Purchase Agreement from Ovivo USA, LLC

**Purchase Agreement for Purchase of  
Impeller and Corresponding Fasteners  
Between  
Ovivo USA, LLC  
and  
the City of Murfreesboro**

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 **Ovivo USA, LLC** a limited liability company of the State of Utah ("Contractor").

This Agreement consists of the following documents:

- This document
- Contractor's Quote # QSSW109627, dated April 23, 2025, including attendant and referenced terms and conditions ("Contractor's Quote");
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Lastly, Contractor's Quote, including attendant and referenced terms and conditions.

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

- a. Scope of Work. Contractor is engaged by the City to provide the goods as described in Contractor's Quote.
- b. Labor, Materials, and Equipment.
  1. As applicable, Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Proposal. The Contractor will at all times maintain good discipline and order at the site.
  2. 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.
  3. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
- c. Warranty and Guarantee. The Contractor warrants to the City that:
  1. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
  2. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;

3. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
4. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and,
5. 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 materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire sixty (60) months from the date of receipt by the City of such items and, with respect to machinery and equipment, twenty-four (24) months after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.

The warranties set forth in this subsection are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

d. 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.
2. **Term.** The term of this Agreement shall be One Hundred Twenty (120) days from the Notice to Proceed. Contractor's services may be terminated in whole or in part:
- a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.



- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods specified in Contractor's Quote # QSSW109627, which reflects a total price of \$54,485.14. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice. 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 goods have been accepted by the City. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: [accounts payable@murfreesborotn.gov](mailto:accounts payable@murfreesborotn.gov).
4. **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.
5. **Notices.**

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

If to the City of Murfreesboro:

City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130
6. **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.
7. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
8. **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.
9. **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.
  10. **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.
  11. **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.
  12. **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.
  13. **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.
  14. **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.

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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    Ovivo USA, LLC

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

By:  \_\_\_\_\_  
Jesse Bissegger, Aeration Parts and  
Rebuild Specialist

Approved as to form:

Signed by:  
  
\_\_\_\_\_  
43A2935E51F9401...  
Adam F. Tucker, City Attorney



### **Amendment to Agreement for Purchase of Impeller and Corresponding Fasteners**

The following Amendment terms and conditions are hereby incorporated into Agreement for Purchase of Impeller and Corresponding Fasteners ("Contract"). In the event of conflict between the Contract documents and the Amendment herein, the terms and conditions of the Amendment shall control. The parties are The City of Murfreesboro, TN ("City") and Ovivo USA, LLC ("Contractor").

#### **Limitation of Liability and Consequential Damage Disclaimer**

To the extent permissible by law, Contractor shall have no further liability in connection with this Contract in excess OF THE AMOUNT PAID BY CITY FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY CONTRACTOR HEREUNDER, CONTRACTOR SHALL IN NO EVENT BE RESPONSIBLE TO CITY OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

THESE LIMITS SHALL NOT APPLY TO THIRD PARTY CLAIMS BASED ON PROPERTY DAMAGE, INJURY OR DEATH. FOR THE PURPOSE OF THIS TERM, THE EQUIPMENT PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS PROJECT SHALL NOT BE CONSIDERED PROPERTY AND SHALL INSTEAD BE COVERED UNDER THE TERMS OF THE WARRANTY HEREIN. THESE LIMITS SHALL NOT APPLY TO CLAIMS WHICH ARE BASED ON THE WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD OF THE CONTRACTOR.

#### **Delivery**

Due to this equipment being custom-designed to meet specifications, Contractor shall be relieved of any clauses covering time is of the essence or default that might be invoked on account of late delivery. So long as Contractor is making a reasonable effort to complete the manufacture and shipment of the equipment, it shall not be considered in default, subject to damages, nor shall the order be subject to cancellation without payment of appropriate cancellation costs.

#### **Indemnity**

Seller shall protect and indemnify the Contractor, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of Seller's negligence or willful misconduct in connection with the performance of this Contract.

#### **Warranty**

Contractor warrants equipment and parts manufactured by it and provided to City (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If it is determined after inspection that Contractor is liable under this warranty to repair or replace the Product or part thereof, Contractor shall bear the transportation costs of (a) returning the Product to Contractor for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to City; however, if it is determined after inspection that Contractor is not liable under this warranty, City shall pay those costs.

For Contractor to be liable with respect to this warranty, City must make its claims to Contractor with respect to this warranty in writing no later than thirty (30) days after the date City discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, Contractor shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to City's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that Contractor provides to the City); (ii) any Products that have been altered or repaired in any way without Contractor's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during

maintenance, except where such parts are not performing to Contractor's estimate of normal service life, in which case, Contractor shall only be liable for the pro rata cost of replacement of those parts based on Contractor's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above.

With regard to third-party parts, equipment, accessories or components not of Contractor's design, Contractor's liability shall be limited solely to the assignment of available third-party warranties. THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES, OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of Contractor shall terminate if City fails to perform its obligations under this Contract including but not limited to any failure to pay any charges due to Contractor.

The performance of the Products is dependent upon many factors, including the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Contractor cannot assume any liability or responsibility for performance results that City is expecting or has predicted. No verbal or written information or advice given by any personnel of the Contractor shall create a warranty or in any way increase the scope of the warranties.

### **Insurance**

Contractor shall maintain its current levels of insurance for the duration of the project. Certificates of insurance shall be available upon request and shall be sufficient evidence of coverage, and in no event will Contractor be required to provide copies of insurance policies.

### **Set Off**

This Contract shall be completely independent of all other contracts between the parties and all payments due to Contractor hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from Contractor to City on account of any other transaction or claim.

### **Bonds**

If Contractor is required to provide a Bond, in no event shall Contractor be obligated to provide a Bond for which the value exceeds the Contract price, nor a duration which exceeds the first twenty four (24) months of the warranty period.

### **Force Majeure**

If Contractor is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on Contractor's notice in writing to City within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the City or City's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the Contractor. If the delay is the result of City's action or inaction, then in addition to an adjustment in time, Contractor shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure.

### **Price Escalation**

Any labor, material and transportation/shipping prices are subject to increase in the event any of the following milestones are subject to delay or extension:

- (a) If City does not issue submittal approval and release for fabrication all equipment within 4 weeks from City receiving submittals from Contractor. Contractor will only release engineering submittals and materials/labor for fabrication with a binding fully executed Contract.
- (b) If City is not ready to receive the equipment within 7-8 weeks from release of fabrication by City, then City shall provide storage in accordance with Contractor's instructions for storage of equipment. All costs to consolidate, store, and maintain

equipment during storage will be borne solely by City. Contractor may require City to buy an extended warranty as a result of this storage requirement.

Price increases shall be paid by City and shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase or, at Contractor's reasonable discretion, actual increases incurred by Contractor. The resulting cost and schedule impact shall be disclosed to the City prior to fabrication.

### Dispute Resolution

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be exclusively and finally settled in arbitration under the Rules of Arbitration of the American Arbitration Association by one arbitrator appointed in accordance with said Rules. The seat of arbitration shall be Rutherford County, Tennessee and the language of the arbitration shall be English. The award shall be final and binding upon the parties. Nothing in this contract shall limit the parties to seek temporary injunctive relief or to enforce an arbitration award in any applicable competent court of law. Each party will pay its own attorney's fees and costs and one-half of the costs of arbitration.

### Taxes

Any and all taxes, excises, tariffs and/or other governmental charges are not included in the sales price and shall be the responsibility of City. Furthermore, City shall pay and/or reimburse Contractor, in addition to the sales price, for all costs Contractor incurs arising out of any taxes, excises, tariffs, and/or governmental charges imposed on, or related to, the equipment, materials used in the equipment, as well as the manufacturing, transportation or storage of such equipment and equipment materials.

City of Murfreesboro, TN  
("City")

By: \_\_\_\_\_

Name: Shane McFarland

Title: Mayor

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

Ovivo USA, LLC  
("Contractor")

By: \_\_\_\_\_

Name: Jesse Bissegger

Title: Aeration Parts and Rebuild Specialist

Date: \_\_04/23/2025\_\_

Signed by:  
APPROVED AS TONEFORM  
*Adam F. Tucker*  
12A2025E51F9401  
Adam F. Tucker, City Attorney

DocuSign Envelope ID: 185D05DF-D2D2-46B5-9D99-CAA9B9EF380A  
Ovivo USA, LLC  
4246 Riverboat Road, Suite 300  
Salt Lake City, UT 84123  
Phone: (801)931-3000  
Fax: (801)931-3080  
www.ovivowater.com



Bringing water to life

Quotation

# QSSW109627

Contact Name: Josh Lemay

Customer: 102347		Ship To:
	Josh Lemay Murfreesboro Water & Sewer Department EM: apmwrdr@murfreesborotn.gov PO Box 1477 Murfreesboro TN 37133 USA	Water Quality Control Center Sinking Creek WWTP 2032 Blanton Drive Murfreesboro TN 37129 USA

Phone: (615) 642-3319

Fax:

Delivery Terms	Billing Terms	Quote Date	Expiration Date	Customer RFQ No	Customer Currency
	Net 30 days	4/23/2025	5/23/2025		USD

Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price
1.000	EA 2008AHUBIMP-3375 IMPELLER,HUBERT,BI DIRECTIONAL,STL	7-8 WEEKS	50,194.8800	50,194.88	50,194.88
1.000	LOT "QUOTATION" FASTENERS, CONNECTION 61	1-2 WEEKS	1,360.5600	1,360.56	1,360.56
1.000	LOT "QUOTATION" FASTENERS, CONNECTION 62	1-2 WEEKS	2,724.6000	2,724.60	2,724.60
1.000	LOT "QUOTATION" FASTENERS, CONNECTION 63		205.1000	205.10	205.10

Docusign Envelope ID: 185D05DF-D2D2-46B5-9D99-CAA9B9EF380A  
Ovivo USA, LLC  
4246 Riverboat Road, Suite 300  
Salt Lake City, UT 84123  
Phone: (801)931-3000  
Fax: (801)931-3080  
www.ovivowater.com



Bringing water to life

Quotation

# QSSW109627

Contact Name: Josh Lemay

Customer: 102347

Ship To:

Josh Lemay  
Murfreesboro Water & Sewer Department  
EM: apmwrdr@murfreesborotn.gov  
PO Box 1477  
Murfreesboro TN 37133  
USA

Water Quality Control Center  
Sinking Creek WWTP  
2032 Blanton Drive  
Murfreesboro TN 37129  
USA

Phone: (615) 642-3319

Fax:

Delivery Terms	Billing Terms	Quote Date	Expiration Date	Customer RFQ No	Customer Currency
	Net 30 days	4/23/2025	5/23/2025		USD

Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price
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- 
1. Shipment: Approximately 7-8 WEEKS after receipt of purchase order and any required data. Lead times can vary depending on time of order placement and current inventory levels.
  2. Quantities: The prices are based on the quantities shown and are subject to increase if a lesser quantity is required.
  3. FCA: shipping point
  4. Freight: ALLOWED, standard ground shipping only.
  5. Packing: Made ready for standard transport.
  6. Items quoted per customer provided part numbers.
  7. This quote is valid for 30 Days. However, stainless steel parts pricing is valid for 10 days
  8. \$100.00 Minimum Order
  9. All sales are final.
-



Docusign Envelope ID: 185D05DF-D2D2-46B5-9D99-CAA9B9EF380A  
Ovivo USA, LLC  
4246 Riverboat Road, Suite 300  
Salt Lake City, UT 84123  
Phone: (801)931-3000  
Fax: (801)931-3080  
www.ovivowater.com



Bringing water to life

Quotation

# QSSW109627

Contact Name: Josh Lemay

Customer: 102347

Ship To:

Josh Lemay  
Murfreesboro Water & Sewer Department  
EM: apmwr@murfreestborotn.gov  
PO Box 1477  
Murfreesboro TN 37133  
USA

Water Quality Control Center  
Sinking Creek WWTP  
2032 Blanton Drive  
Murfreesboro TN 37129  
USA

Phone: (615) 642-3319

Fax:

Delivery Terms	Billing Terms	Quote Date	Expiration Date	Customer RFQ No	Customer Currency
	Net 30 days	4/23/2025	5/25/2025		USD

Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price
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Your point of contact is:

Jesse Bissegger  
Aeration Parts & Rebuild Specialist  
Email: Jesse.Bissegger@ovivowater.com  
P:385-226-7492  
Fax:801-931-3080

Sale Amount: 54,485.14

Sales Tax: 0.00

Total Amount: 54,485.14

**A) The Ovivo USA, LLC Terms And Conditions Of Sale are attached And made essential parts Of the Ovivo USA, LLC proposal Or. purchase order confirmation. These terms And conditions replace And supersede any terms And conditions Or warranty included In Buyer's or Owner's purchase order, requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo USA, LLC. See Purchase Agreement for written and agreed upon hierarchy of terms and conditions.**  
**B) GST and all other taxes are extra, if applicable.**

**C) Pricing valid for acceptance 30 days from date of the proposal document, and will be subject to change thereafter.**

**D) Shipping shall be (FCA) Free Carrier at point of manufacture unless otherwise stated above. Insurance is the responsibility of Buyer.**

**E) Payment terms are stated above.**

**F) Duty, freight and brokerage costs are for Buyer's account unless stated otherwise herein.**

**G) Minimum billing of \$100 per order.**

**H) Notwithstanding any liabilities or responsibilities it has assumed hereunder, Ovivo USA, LLC shall in no event be responsible to Buyer or any third party in contract or in tort, or otherwise, for loss or damage sustained as a result of the operation of the equipment, loss of use, expenses involved in loss of capital claims or Buyer's or Owner's loss of profit or revenues, or any other indirect, incidental, special or consequential loss or damage, whether arising from defects, delay, or any other cause whatsoever, excepting gross negligence or intentional wrongful conduct.**

**I) Current Ovivo USA, LLC paint specifications shall apply unless otherwise specified.**

**J) Any and all stock or 'off the shelf' parts returned to Ovivo USA, LLC are subject to a restocking fee equal to 25% of their respective invoice price. All other parts, including but not limited to customized and special manufactured parts, shall, at the sole discretion of Ovivo USA, LLC be (i) subject to a restocking fee of 45% of their respective invoice price or (ii) non-refundable.**





## TERMS AND CONDITIONS OF SALE

**1. ACCEPTANCE.** The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale, the Purchase Agreement, and any Addendum(s) (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

**5. TAXES.** Unless otherwise specifically provided in SELLER's quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty

(30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL AND PROPRIETARY INFORMATION.** All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

**8. SURFACE COATING.** Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

**10. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

**13. GENERAL INDEMNITY.** Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

**14. DEFAULT TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to

receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

**21. DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Salt Lake City, Utah. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The Parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

**22. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**23. SEVERABILITY.** Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**24. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**25. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**26. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.**

**27. PRIVACY AND DATA PROTECTION.** Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy ([www.ovivowater.com/privacy-policy](http://www.ovivowater.com/privacy-policy)), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

**28. DATA COLLECTION.** PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

**29. INSURANCE.** SELLER shall maintain the current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

**30. BONDS.** Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

**31. PERMITS.** PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED - April 2024

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** WRRF Sodium Hypochlorite Contract

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

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

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## Summary

Consider contract renewal for sodium hypochlorite (i.e., bleach) for use at the Water Resource Recovery Facility.

## Staff Recommendation

Approve contract renewal with Brenntag Mid-South Inc. for sodium hypochlorite. The Water Resources Board approved this matter on April 22, 2025.

## Background Information

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.

The City's 2023 Invitation to Bid received four proposals. The lowest bid of \$2.139 per gallon (previous contract price was \$2.43/gallon) was provided by Brenntag Mid-South Inc. The term of this Contract is one year from the Effective Date with three additional one-year terms upon mutual agreement of City and Contractor.

## Council Priorities Served

### *Responsible Budgeting*

Providing for the disposal of treated water is necessary to comply with environmental regulations and avoids the significant cost that would be incurred to construct alternative means of disposal.

## Fiscal Impact

The expense, or \$230,000, is allocated in the FY26 water resources operating budget for sodium hypochlorite.

## Attachments

Contract with Brenntag Mid-South Inc.



**SECOND AMENDMENT  
TO THE CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
BRENNTAG MID-SOUTH, INC.**

This Second Amendment ("Second Amendment") to the Contract, entered into July 13, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2025, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Brenntag Mid-South, Inc., a corporation of the State of Kentucky ("Contractor").

**RECITALS**

WHEREAS, on July 13, 2023, the City entered into the Contract with Contractor for the purchase of Bleach for the City's Water Resources Recovery Facility, specifically Sodium Hypochlorite 12.5% at a price of \$2.139 per gallon; and,

WHEREAS, on August 23, 2024, the City entered into the First Amendment to the Contract with Contractor to extend the term of the agreement for the first of three one-year extensions allowed under the Contract; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 13, 2024, to July 12, 2025; and,

WHEREAS, the City may extend the Contract term pursuant to section 2 of the Contract for up to three additional one-year terms; and

WHEREAS, the parties desire to extend the term of the Contract for the second additional one-year term allowed under the Contract; and

WHEREAS, pursuant to section 10 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 13, 2025, and end on July 12, 2026.

Except as provided herein, no other changes to the Contract are contemplated by this Second Amendment, and all other terms and conditions of the Contract and First Amendment remain in full force and effect.

**CITY OF MURFREESBORO**

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

**BRENNTAG MID-SOUTH, INC.**

DocuSigned by:  
By: Ray Sibbit  
Ray Sibbit, Director of Mini-Bulk and Municipal  
Development

Approved as to form:

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

# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

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**Item Title:** Child Advocacy Center MOU

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

Consider Memorandum of Understanding (MOU) with the Child Advocacy Center (CAC) defining scope of services provided by MPD and the CAC when conducting investigations involving child abuse.

**Staff Recommendation**

Approve MOU with Child Advocacy Center.

**Background Information**

MPD works as part of a multidisciplinary team with the District Attorney's Office, other law enforcement agencies, the CAC, and the Department of Children's Services to investigate and aggressively prosecute cases involving child sexual abuse and severe physical abuse.

The City has a long-standing partnership with the CAC and has provided previous funding and in-kind donations. This MOU facilitates a funding path by acknowledging the crucial services provided by the CAC which are essential in cases investigated by MPD and other law enforcement agencies. The MOU may serve as a model for other governmental entities to work toward a collaborative funding approach within Rutherford County.

**Council Priorities Served**

*Establish a Strong City Brand*

Strategic Partnerships identify and support value-added services that directly impact and enhance the City's mission.

**Fiscal Impact**

The expense, or \$90,000, is funded by the Police Department FY25 operating budget.

**Attachment**

Memorandum of Understanding with Child Advocacy Center

**INTERAGENCY MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHILD ADVOCACY CENTER OF RUTHERFORD COUNTY, INC.  
AND  
CITY OF MURFREESBORO  
ON BEHALF OF  
THE MURFREESBORO POLICE DEPARTMENT**

**WHEREAS** the Child Advocacy Center of Rutherford County, Inc. (“CAC”), a non-profit charitable organization, that was established in 2000 to work as a team with the Department of Children’s Services, law enforcement, and the District Attorney’s Office to respond to child abuse, child sexual abuse, and child neglect; and

**WHEREAS** the CAC applied for funds from the City of Murfreesboro (“City”) to continue providing forensic interviews of child victims and crisis intervention services to child abuse victims, child sexual abuse victims, child neglect, non-offending parents, grandparents, and family members; and

**WHEREAS** the CAC is the only place in Murfreesboro that provides a safe, child-friendly environment where law enforcement, child protective services, prosecution, medical and mental health professionals may share information and develop effective, coordinated strategies sensitive to the needs of each unique case and child; and

**WHEREAS** the CAC works as a team with mental health counselors, Department of Children’s Services, law enforcement, and the District Attorney’s Office to help children heal from the trauma of the abuse, and help families rebuild their shattered lives; and

**WHEREAS** the operational guidelines for the CAC and the Child Protective Investigative Team (CPIT Team) are established by the Tennessee Code Annotated including the ability of the CAC, a non-profit agency, to conduct fundraising activities; and

**WHEREAS** the Murfreesboro Police Department (“MPD”) works as a multidisciplinary team with the District Attorney’s Office, other law enforcement agencies, the CAC, and the Department of Children’s Services, to investigate and aggressively prosecute child abuse cases; and

**WHEREAS** the MPD finds the services provided by the CAC essential in investigating allegations of child abuse, child sexual abuse, and child neglect, and has established a need to support the CAC. The CAC will continue to provide the forensic interviews and crisis intervention services as long as funding for the program is available, regardless of the funding source; and

**NOW THEREFORE**, the City of Murfreesboro, municipal corporation of the State of Tennessee, on behalf of the Murfreesboro Police Department and Child Advocacy Center of Rutherford County, Inc, a non-profit corporation of the state of Tennessee, enter into this MOU on \_\_\_\_\_ (“Effective Date”).

1. **Purpose.** The purpose of this MOU is to establish funding of the CAC through the MPD Operating Budget to support the provision of services by the CAC to assist the MPD in investigating allegations of child abuse, child sexual abuse, and child neglect in the City of

Murfreesboro.

2. **Communications.** The Parties agree that the principal point of contact within each organization shall coordinate all communications and tasks under this MOU.

Murfreesboro Police Department  
Chief Michael Bowen  
1004 North Highland Ave.  
Murfreesboro, TN 37130  
[0216@murfreesborotn.gov](mailto:0216@murfreesborotn.gov)  
(615) 896-9011

Child Advocacy Center of Rutherford County, Inc.  
Sharon De Boer, Executive Director  
503 Highland Terrace, Suite C  
Murfreesboro, TN 37130  
[shardeboer@aol.com](mailto:shardeboer@aol.com)  
(615) 867-9000

3. **Duties and Responsibilities of MPD.** MPD's role on the Child Protective Investigative Team includes, but is not limited to, the following:
- a. Ensure that all victim, witness, suspect interviews are complete;
  - b. Conduct a thorough crime scene investigation;
  - c. Collect evidence, including corroborating evidence;
  - d. Preserve the chain of custody for all evidence;
  - e. Present the evidence to the District Attorney's office for prosecution determination;
  - f. Attend monthly Child Protective Investigative Team meetings when MPD cases are being presented to the District Attorney's Office;
  - g. Follow the guidelines set forth in the Rutherford County Child Protective Investigative Team Investigative Protocol.
  - h. Observe child victim forensic interviews at the CAC;
  - i. Contact the CAC for consultation on a case involving child abuse, child sexual abuse and child neglect cases with the Child Protective Investigative Team;
  - j. Inform CAC of any relevant policies, procedures, or protocols pertaining to child abuse, child sexual abuse and child neglect cases involving the Child Protective Investigative Team to ensure seamless integration with CAC; and
  - k. Coordinate with CAC to facilitate joint training programs, workshops, and ongoing professional development opportunities for CAC to enhance safety, collaborative skills, cultural competence, and understanding of investigative protocols for child abuse, child sexual abuse and child neglect cases.
4. **Duties and Responsibilities of CAC.** CAC agrees to provide the following services to MPD upon request from the MPD. Such duties consist of, but are not limited to, the following:
- a. Respond to and assist with child abuse, child sexual abuse and child neglect cases with MPD and the Child Protective Investigative Team;
  - b. Provide forensic interviews for child abuse and child sexual abuse victims;
  - c. Provide crisis intervention and case management services for non-offending parents, grandparents, and family members;
  - d. Offer victim support and advocacy to children and families referred by MPD throughout the investigation and legal proceedings;
  - e. Conduct case tracking to monitor case progress;
  - f. Provide Darkness to Light training for City of Murfreesboro employees in the Murfreesboro Police Department and the Murfreesboro Parks and Recreation Department, and to parents, grandparents, and professionals to teach them how to protect children from child sexual abuse and what to do if a child reports abuse to them;
  - g. Attend monthly Child Protective Investigative Team meeting when CAC cases are being presented to the District Attorney's Office;



- h. Follow the guidelines set forth in the Rutherford County Child Protective Investigative Team Investigative Protocol;
  - i. Assist MPD in responding to child abuse, child sexual abuse and child neglect cases with the Child Protective Investigative Team. The CAC and MPD will work collaboratively to provide better outcomes and services to those in need;
  - j. Adhere to prevailing or current confidentiality laws when interacting with MPD with respect to child abuse, child sexual abuse and child neglect cases; and
  - k. Law enforcement utilizes body cameras and other recording devices in performing services to the community. As standard procedure, these devices will not be used to record in the Child Advocacy Center or during CPIT Team meetings.
5. **Term.** This MOU shall not be effective until approved by City Council and signed by all required parties. The term of this MOU is from July 1, 2024 to June 30, 2025.
6. **Compensation; Method of Payment.** The City, through the MPD Operating Budget, shall fund CAC ninety thousand dollars and zero cents (\$90,000.00) to continue to provide services to the citizens of Murfreesboro as set forth in this MOU and T.C.A. §37-1-607.
7. **Insurance.** CAC shall purchase and maintain during the life of this MOU, insurance coverage which will satisfactorily insure CAC against claims and liabilities which arise because of the execution of this MOU, with the minimum insurance coverage as follows:
  - a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$3,000,000 in the general aggregate.
  - b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
  - c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
  - d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.
8. **Liability.** Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, subcontractors, and deputies. Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is a legally binding MOU between the parties. The remedy for non-performance under this MOU shall be termination of this MOU. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees, members, officers, or others for whom the party is responsible. This MOU shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Tennessee shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of, or in connection with, or by reason of this MOU; provided however, any judgment or settlement rendered in or agreed upon in any such litigation or proceeding may be enforced in any other jurisdiction.
9. **Defenses.** This MOU shall not affect any of the parties' rights, titles, or claims of defenses, including MPD's entitlement of sovereign immunity pursuant to Tennessee law.
10. **Notices.** Notice of assignment of any rights to money due to CAC under this MOU must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:  
City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

If to the Child Advocacy Center of Rutherford  
County, Inc.:  
Sharon De Boer, Executive Director  
Child Advocacy Center of Rutherford Co, Inc.  
503 Highland Terrace, Suite C  
Murfreesboro, TN 37130

11. **Maintenance of Records.** The accounting books, records, and documents of the CAC, insofar as they relate to work performed or money received under the MOU, 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 Generally Accepted Accounting Principles.
12. **Modification.** This MOU may be modified only by written amendment executed by all parties and their signatories hereto.
13. **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.
14. **Waiver.** No waiver of any provision of this MOU 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.
15. **Employment.** The CAC does 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.
16. **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 MOU, the CAC 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 Constitution or statutory law; nor may they be excluded from participation in, be denied benefits of, or 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 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.
17. **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 CAC 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 MOU, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a CAC or subcontractor under the City contracts.

18. **Assignment.** The provisions of this MOU benefit and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CAC under this MOU, neither this MOU nor any of the rights and obligations of CAC 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 CAC from its obligations hereunder.
19. **Integration.** This MOU sets forth the entire MOU between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
20. **Force Majeure.** Neither party shall have 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 Government, act of public enemy or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this MOU 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 CAC may provide. Any action between the parties arising from this MOU may only be filed in the courts of Rutherford County, Tennessee.
22. **Severability.** Should any provision of this MOU 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 MOU.
23. **Effective Date.** This MOU is not binding upon the parties until signed by the authorized representatives of CAC and the City and is thereafter effective as of the date set forth above.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this MOU which shall become effective as of the Effective Date stated herein.

City of Murfreesboro

Child Advocacy Center of Rutherford  
County, Inc.

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

*Sharon De Boer*  
\_\_\_\_\_  
Sharon De Boer, Executive Director

Murfreesboro Police Department

*Michael Bowen*  
\_\_\_\_\_  
Chief Michael Bowen

APPROVED AS TO FORM:

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

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Purchase of Police Vehicles from Lonnie Cobb Ford

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

Consider purchase of 17 new police vehicles.

**Staff Recommendation**

Approve the purchase of 17 new police vehicles from Lonnie Cobb.

**Background Information**

The purchase of (17) 2025 Ford police vehicles are scheduled replacements. These vehicles will include aftermarket police equipment, which is provided by State contract.

This purchase is available through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

**Council Priorities Served**

*Responsible budgeting*

By utilizing the State's procurement contract, the City benefits from pre-negotiated, competitive pricing.

**Fiscal Impact**

The cost of this purchase, \$965,330, is funded in part by FY25 CIP and the department's FY25 operating budget.

**Attachments**

Contract with Lonnie Cobb Ford, Inc.

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
LONNIE COBB FORD, LLC.  
FOR PURCHASE OF VEHICLES**

This Contract is entered into and effective as of \_\_\_\_\_, ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **LONNIE COBB FORD, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 209/84711 with Lonnie Cobb Ford, LLC.***
- ***Sales Quotation dated April 03, 2025, from Lonnie Cobb Ford, LLC for ten (10) 2025 Police Interceptor Utility AWD (K8A) with admin package and optional equipment added (as listed in Exhibits A and B), and seven (7) 2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) trucks with optional equipment added (as listed in Exhibits C, D, and E).***
- ***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 Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract No. 209/84711 with Lonnie Cobb Ford, LLC***
- ***Lastly, Sales Quotation dated April 03, 2025, from Lonnie Cobb Ford, LLC for ten (10) 2025 Police Interceptor Utility AWD (K8A) with admin package and optional equipment added (as listed in Exhibits A and B), and seven (7) 2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) trucks with optional equipment added (as listed in Exhibits C, D, and E).***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase from Lonnie Cobb Ford, LLC ten (10) 2025 Police Interceptor Utility AWD (K8A) with admin package and optional equipment added (as listed on Exhibit A and Exhibit B), and seven (7) 2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) trucks with optional equipment added (as listed on Exhibit C, Exhibit D and Exhibit E), dated April 3, 2025.

EXHIBIT	QTY.	VEHICLE DESCRIPTION	PRICE	TOTAL
Exhibit A	6	2025 Police Interceptor Utility AWD Base (K8A), Admin	\$53,106.00	\$318,636.00
Exhibit B	4	2025 Police Interceptor Utility AWD Base (K8A)	\$61,087.50	\$244,350.00
Exhibit C	1	2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) Radio Manger	\$56,202.00	\$ 56,202.00
Exhibit D	2	2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) Range Truck	\$65,027.00	\$130,054.00
Exhibit E	4	2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) Parks Truck	\$54,022.00	\$216,088.00
		<b>Total</b>		<b>\$965,330.00</b>

2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/84711 expires on December 31, 2025, or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
- Upon 30-day prior notice, for the convenience of the City.
  - 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.
  - 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.
  - 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.
  - 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.**
- The price for the goods and other items to be provided under this Contract is set forth in Contractor's Quotations for a **total purchase price of \$965,330.00**. Unit pricing per vehicle is:

EXHIBIT	QTY.	VEHICLE DESCRIPTION	PRICE	TOTAL
Exhibit A	6	2025 Police Interceptor Utility AWD Base (K8A), Admin	\$53,106.00	\$318,636.00
Exhibit B	4	2025 Police Interceptor Utility AWD Base (K8A)	\$61,087.50	\$244,350.00
Exhibit C	1	2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) Radio Manger	\$56,202.00	\$ 56,202.00
Exhibit D	2	2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) Range Truck	\$65,027.00	\$130,054.00
Exhibit E	4	2025 F-150 4x4 SuperCrew Cab 145" WB XL (W1L) Parks Truck	\$54,022.00	\$216,088.00
		<b>Total</b>		<b>\$965,330.00</b>

- Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- Deliveries of all items for the Murfreesboro Police Department shall be made by December 31, 2025 to Attn: Sgt. Tim Jensen, Fleet Manager – Murfreesboro Police Department – 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Sgt. Jensen at (tel. 615-971-5990; email: 0486@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.

- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and the most beneficial manufacturer's warranty available to the City.

5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    - 1. Procure for the City the right to continue using the products or services.
    - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.



3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to the Contractor:
City of Murfreesboro Attn: City Manager Post Office Box 1139 111 West Vine Street Murfreesboro, TN 37133-1139	Lonnie Cobb Ford Stephen Blackstock, Fleet Manager 1618 Highway 45 North Henderson, TN 38340 Lcag.fleet@gmail.com
7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall 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 contracts.
16. **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 Contract, Sales Quotations, and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern 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, epidemic, pandemic 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 contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
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 Quote, 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 Quote, 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 Contract shall not be 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**

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

**Lonnie Cobb Ford, LLC.**

Signed by:  
By: Steven Blackstock  
Steven Blackstock, Fleet Manager

APPROVED AS TO FORM:

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

# SWC 209 Lonnie Cobb Ford Contract # 84711

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

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## **Client Proposal**

Prepared by:  
STEVEN BLACKSTOCK  
Office: 731-989-2121  
Date: 01/13/2025



Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## Price Level: 515

Hybrid/electric components warranty	96 months/100,000 miles
-------------------------------------	-------------------------

2



Prepared by: STEVEN BLACKSTOCK

01/13/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

### As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$49,515.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i>	-\$2,330.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
64E	Wheels: 18" Painted Aluminum <i>Includes 18" conventional (Police) black steel spare wheel.</i>	Included
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear <i>Includes driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable  Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <a href="https://fordpro.com/en-us/telematics/">https://fordpro.com/en-us/telematics/</a> or call 1-833-811-FORD (3673). <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i>  <i>Includes:</i> - SYNC Phoenix Communication & Entertainment System	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

01/13/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

### As Configured Vehicle (cont'd)

Code	Description	MSRP
65U	<p><i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i></p> <p><b>Police Upgrade Package</b></p> <p><i>Includes selectable sport mode and high series headlamp with LED corner warning lights.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- 1st &amp; 2nd Row Carpet Floor Covering <i>Includes front and rear carpeted floor mats.</i></li> <li>- Front Headlamp Lighting Solution <i>Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.</i></li> <li>- Grille LED Lights, Siren &amp; Speaker Pre-Wiring</li> <li>- Wheels: 18" Painted Aluminum <i>Includes 18" conventional (Police) black steel spare wheel.</i></li> <li>- Unique HD Cloth Front Bucket Seats w/Cloth Rear <i>Includes driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar.</i></li> <li>- Center Floor Console Less Shifter <i>Includes console and top plate with 2 cup holders. (Maintains column shifter).</i></li> <li>- SYNC Phoenix Communication &amp; Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i></li> <li>- Front Console Plate Delete</li> </ul>	\$390.00
66A	<p><b>Front Headlamp Lighting Solution</b></p> <p><b>Recommend using ultimate wiring package (67U).</b></p> <p><i>Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Grille LED Lights, Siren &amp; Speaker Pre-Wiring</li> </ul>	Included
16C	<p><b>1st &amp; 2nd Row Carpet Floor Covering</b></p> <p><i>Includes front and rear carpeted floor mats.</i></p>	Included
85D	<b>Front Console Plate Delete</b>	Included
60R	<b>Noise Suppression Bonds (Ground Straps)</b>	\$100.00
425	<p><b>50-State Emissions System</b></p> <p>Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.</p>	STD
JS_01	<b>Iconic Silver Metallic</b>	N/C
admin	<b>admin light package</b>	\$8,595.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
01/13/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$56,270.00
Destination Charge		\$1,595.00
TOTAL		\$57,865.00

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Prepared by: STEVEN BLACKSTOCK  
01/13/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$49,515.00
Options	-\$1,840.00
Colors	\$0.00
Upfitting	\$8,595.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
<b>Subtotal</b>	<b>\$57,865.00</b>

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$4,759.00
<b>Total</b>		<b>\$53,106.00</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/09/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

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**2025 Police Interceptor Utility AWD Base (K8A)**

Price Level: 515

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**Re: Vehicle Proposal 04/09/2025**

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To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209

Lonnie Cobb Ford contract # 84711

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## Price Level: 515

Hybrid/electric components warranty	96 months/100,000 miles
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2



Prepared by: STEVEN BLACKSTOCK

04/09/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

### As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$49,515.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. - SYNC Phoenix Communication & Entertainment System Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.	N/C
99B	Engine: 3.3L V6 Direct-Injection <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i>	-\$2,330.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/09/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

### As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <a href="https://fordpro.com/en-us/telematics/">https://fordpro.com/en-us/telematics/</a> or call 1-833-811-FORD (3673).</p> <p><i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i></p> <p><i>Includes:</i>  - SYNC Phoenix Communication &amp; Entertainment System  <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i></p>	
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$80.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50-State Emissions System  Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
YZ_01	Oxford White	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
light package	light package	\$16,541.50
SUBTOTAL		\$64,306.50
Destination Charge		\$1,595.00
TOTAL		\$65,901.50

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Prepared by: STEVEN BLACKSTOCK

04/09/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$49,515.00
Options	-\$1,750.00
Colors	\$0.00
Upfitting	\$16,541.50
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
<b>Subtotal</b>	<b>\$65,901.50</b>

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$4,814.00
<b>Total</b>		<b>\$61,087.50</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)**

Price Level: 545

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**Re: Vehicle Proposal 04/03/2025**

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To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209  
Lonnie Cobb Ford contract # 84711



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

# Warranty

## Standard Warranty

### Basic Warranty

Basic warranty ..... 36 months/36,000 miles

### Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

### Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

### Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

### As Configured Vehicle

Code	Description	MSRP
W1L	Base Vehicle Price (W1L)	\$47,880.00
103A	Equipment Group 103A High <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Painted Aluminum - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition. - Interior Work Surfaces - Chrome Bumpers - LED Fog Lamps - Rear Window Fixed Privacy Glass w/Defroster	\$1,195.00
995	Engine: 5.0L V8 <i>Includes auto start-stop technology.</i>  <i>Includes:</i> - GVWR: 7,100 lbs Payload Package	\$1,660.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL6	Electronic Locking w/3.73 Axle Ratio	\$570.00
NONGV1	GVWR: 7,100 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>  <i>Includes:</i> - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included

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Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

### As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
413	Skid Plates Requires valid FIN code. <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50 State Emissions System	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
keys	2 additional keys	\$400.00
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
bedslide	bedslide	\$1,795.00
decked	decked storage system	\$1,995.00
inverter	3000 watt power inverter	\$995.00
console	console and mamba mount	\$1,295.00
dcc	dcc topper with solid doors, tool boxes, and shelving in one side	\$3,995.00
SUBTOTAL		\$62,515.00
Destination Charge		\$1,995.00
TOTAL		\$64,510.00

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Prepared by: STEVEN BLACKSTOCK  
04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$47,880.00
Options		\$3,585.00
Colors		\$0.00
Upfitting		\$11,050.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
<b>Subtotal</b>		\$64,510.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$8,308.00
<b>Total</b>		<b>\$56,202.00</b>

Customer Signature

Acceptance Date

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Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)**

Price Level: 545

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**Re: Vehicle Proposal 04/03/2025**

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To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

**SWC 209**

**Lonnie Cobb Ford contract #84711**



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

# Warranty

## Standard Warranty

### Basic Warranty

Basic warranty ..... 36 months/36,000 miles

### Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

### Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

### Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

### As Configured Vehicle

Code	Description	MSRP
W1L	Base Vehicle Price (W1L)	\$47,880.00
103A	Equipment Group 103A High <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Painted Aluminum - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition. - Interior Work Surfaces - Chrome Bumpers - LED Fog Lamps - Rear Window Fixed Privacy Glass w/Defroster	\$1,195.00
995	Engine: 5.0L V8 <i>Includes auto start-stop technology.</i>  <i>Includes:</i> - GVWR: 7,100 lbs Payload Package	\$1,660.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL6	Electronic Locking w/3.73 Axle Ratio	\$570.00
NONGV1	GVWR: 7,100 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>  <i>Includes:</i> - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

### As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
413	Skid Plates Requires valid FIN code. <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50 State Emissions System	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
bedslide	bedslide	\$1,795.00
dcc	cab high painted topper with windoors and toolboxes	\$4,250.00
decked	decked storage system	\$1,995.00
inverter	3000 watt power inverter	\$995.00
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
keys	2 additional keys	\$400.00
light package	admin light package <i>Front ILS Rear lights handheld siren (4) grill lights side runners LED's on b-pillar in rear side window strip under tailgate tail light flasher coax and antenna</i>	\$7,995.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

As Configured Vehicle (cont'd)

Code	Description	MSRP
tint	tint	\$375.00
vault	under seat gun vault	\$1,495.00
SUBTOTAL		\$71,340.00
Destination Charge		\$1,995.00
TOTAL		\$73,335.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





Prepared by: STEVEN BLACKSTOCK  
04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$47,880.00
Options		\$3,585.00
Colors		\$0.00
Upfitting		\$19,875.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
<b>Subtotal</b>		\$73,335.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$8,308.00
<b>Total</b>		<b>\$65,027.00</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)**

Price Level: 545

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**Re: Vehicle Proposal 04/03/2025**

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To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209  
Lonnie Cobb Ford contract # 84711



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

### As Configured Vehicle

Code	Description	MSRP
W1L	Base Vehicle Price (W1L)	\$47,880.00
103A	Equipment Group 103A High <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Painted Aluminum - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition. - Interior Work Surfaces - Chrome Bumpers - LED Fog Lamps - Rear Window Fixed Privacy Glass w/Defroster	\$1,195.00
995	Engine: 5.0L V8 <i>Includes auto start-stop technology.</i>  <i>Includes:</i> - GVWR: 7,100 lbs Payload Package	\$1,660.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL6	Electronic Locking w/3.73 Axle Ratio	\$570.00
NONGV1	GVWR: 7,100 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>  <i>Includes:</i> - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

### As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
413	Skid Plates Requires valid FIN code. <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50 State Emissions System	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
light package	light package <i>valor lightbar - customer supplied pathfinder siren, speaker and rumbler quadraflare on tailgate (2) in grill (2) on front bumper self standing gunlock b pillar lights coax and antenna under seat gunvault console mamda bracket</i>	\$7,895.00
keys	2 additional keys	\$400.00
SUBTOTAL		\$60,335.00
Destination Charge		\$1,995.00
TOTAL		\$62,330.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
04/03/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$47,880.00
Options	\$3,585.00
Colors	\$0.00
Upfitting	\$8,870.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
<b>Subtotal</b>	<b>\$62,330.00</b>

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$8,308.00
<b>Total</b>		<b>\$54,022.00</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

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**Item Title:** Purchase of Radio Equipment from Motorola

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

Consider the purchase of radio equipment from Motorola.

**Staff Recommendation**

Approve the purchase of radio equipment from Motorola.

**Background Information**

MPD needs to outfit new patrol cars with radio equipment. This purchase will include 30 mobile radios with support equipment and accessories. This equipment is available for purchase through the current contract with Motorola for a total cost of \$220,029. Staff has verified the cost effectiveness of the current contract.

**Council Priorities Served**

*Maintain public safety*

Properly equipped vehicles are necessary to provide officers with all available resources while protecting citizens.

**Fiscal Impact**

The expense of \$220,029 is funded by the department's FY25 operating budget.

**Attachments**

Amendment No. 5 to the Contract with Motorola

**AMENDMENT #5 TO CONTRACT  
BETWEEN  
CITY OF MURFREESBORO  
AND  
MOTOROLA SOLUTIONS INC.  
FOR RADIO EQUIPMENT**

This Amendment #5 to the Contract between City of Murfreesboro and Motorola Solutions Inc. for Radio Equipment is entered into as of the Effective Date, below, based on the following recitals, representations, and covenants.

**WHEREAS**, the City of Murfreesboro (the “City”) and Motorola Solutions, Inc. (“Contractor”) entered into a contract for the provision of Radio Equipment on April 21, 2023, through March 14, 2025 (the “Contract”); and

**WHEREAS**, the Contract is based on State of Tennessee SWC 424 – “Motorola Radio Equipment and Services” which had an initial term of March 15, 2020, to March 14, 2025; and

**WHEREAS**, State of Tennessee SWC 424 - “Motorola Radio Equipment and Services” was amended through Amendment 1 to Contract Number 65725, SWC 424 Motorola Radio Equipment and Services to September 14, 2025;

**WHEREAS**, the City desires to extend the term of the Contract to coincide with the term of State of Tennessee Contract Number 65725, SWC 424 Motorola Radio Equipment and Services to September 14, 2025;

**WHEREAS**, pursuant to Clause 11 of the Contract, said Contract may be modified by written amendment executed by all parties; and,

**WHEREAS**, the City desires to amend the Contract to purchase additional Radio Equipment as listed in Quote #3056268 dated March 20, 2025;

**WHEREAS**, the City may wish to use the SWC 424 Motorola Radio Equipment and Services contract throughout the term of the contract for future purchases, with any purchases over \$50,000 requiring City Council approval;

**NOW THEREFORE**, the parties agree to the following:

1. Clause 2 is hereby amended by deleting the first sentence and replacing it with the following sentence:

“The term of the Contract shall be from the Effective Date listed above to the expiration of the State of Tennessee Contract Number 65725, SWC 424 Motorola Radio Equipment and Services, September 14, 2025.”

2. Contractor agrees to provide, and City agrees to purchase additional Radio Equipment as listed in Quote #3056268 dated March 20, 2025. The City may purchase additional Radio Equipment, with any such purchases over \$50,000 requiring City Council approval.
3. The total price for the goods and other items provided under this Amendment #5 is \$220,029.00.



4. Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

5. This Amendment is hereby effective on \_\_\_\_\_.

**CITY OF MURFREESBORO**

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

**MOTOROLA SOLUTIONS INC.**

By: \_\_\_\_\_  
Sean Eriksen, Area Sales Manager

**APPROVED AS TO FORM:**

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



## MURFREESBORO, CITY OF

PD - (30) APX 6500

03/20/2025

Billing Address:  
MURFREESBORO, CITY OF  
PO BOX 1139  
MURFREESBORO, TN 37133  
US

Shipping Address:  
MURFREESBORO POLICE  
DEPARTMENT, CITY OF  
1004 N HIGHLAND AVE  
MURFREESBORO, TN 37130  
US

Quote Date:03/20/2025  
Expiration Date:06/18/2025  
Quote Created By:  
Brian Lorenz  
Sr. Account Manager  
brian.lorenz@  
motorolasolutions.com  
615-428-0541

End Customer:  
MURFREESBORO, CITY OF  
Joe Johnson  
0716@murfreesborotn.gov  
629-207-5629

Contract: SWC424 - TENNESSEE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	30	\$3,518.00	\$2,532.96	\$75,988.80
1a	GA09008AA	ADD: GROUP SERVICES	30	\$165.00	\$118.80	\$3,564.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	30	\$6.00	\$4.32	\$129.60
1c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	30	\$0.00	\$0.00	\$0.00
1d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	30	\$480.00	\$480.00	\$14,400.00
1e	G831AD	ADD: SPKR 15W WATER RESISTANT	30	\$66.00	\$47.52	\$1,425.60
1f	G996AS	ENH: OVER THE AIR PROVISIONING	30	\$110.00	\$79.20	\$2,376.00
1g	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	30	\$110.00	\$79.20	\$2,376.00
1h	GA00580AA	ADD: TDMA OPERATION	30	\$495.00	\$356.40	\$10,692.00
1i	GA01576AB	ADD: SMA TO QMA ADAPTER	30	\$22.00	\$15.84	\$475.20
1j	G51AU	ENH: SMARTZONE OPERATION APX6500	30	\$1,320.00	\$950.40	\$28,512.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G67DT	ADD: REMOTE MOUNT E5 APXM	30	\$327.00	\$235.44	\$7,063.20
1l	GA09001AA	ADD: WI-FI CAPABILITY	30	\$330.00	\$237.60	\$7,128.00
1m	G843AH	ADD: AES ENCRYPTION AND ADP	30	\$523.00	\$376.56	\$11,296.80
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	30	\$0.00	\$0.00	\$0.00
1o	QA03399AA	ADD: ENHANCED DATA APX	30	\$165.00	\$118.80	\$3,564.00
1p	G806BL	ENH: ASTRO DIGITAL CAI OP APX	30	\$567.00	\$408.24	\$12,247.20
1q	GA01670AA	ADD: APX E5 CONTROL HEAD	30	\$717.00	\$516.24	\$15,487.20
1r	QA09113AB	ADD: BASELINE RELEASE SW	30	\$0.00	\$0.00	\$0.00
1s	GA01630AA	ADD: SMARTCONNECT	30	\$0.00	\$0.00	\$0.00
1t	W969BG	ENH: MULTIKEY OPERATION	30	\$363.00	\$261.36	\$7,840.80
1u	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	30	\$47.00	\$33.84	\$1,015.20
1v	G361AH	ENH: P25 TRUNKING SOFTWARE APX	30	\$330.00	\$237.60	\$7,128.00
1w	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	30	\$11.00	\$7.92	\$237.60
1x	W20CA	ADD: KEYPAD MIC GCAI APX	30	\$198.00	\$142.56	\$4,276.80
	APX™ Radio Management	RADIO MANAGEMENT				
2	T7913A	RADIO MANAGEMENT OFFLINE	1	\$0.00	\$0.00	\$0.00
2a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	30	\$110.00	\$93.50	\$2,805.00

Subtotal \$299,400.00

Total Discount Amount \$79,371.00

**Grand Total \$220,029.00(USD)**

## Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Reappointment to the Board of Zoning Appeals

**Department:** Mayor's Office

**Presented by:** Mayor

**Requested Council Action:**

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

---

**Summary**

Reappointment of eligible individuals to serve on the Board of Zoning Appeals.

**Recommendation**

Reappoint the following to the terms listed below:

<b>Member</b>	<b>Term Expiration</b>
Ken Halliburton	06/30/2028

**Background Information**

The Board of Zoning Appeals hears requests for variances from the Zoning and Sign Ordinances, requests for Special Use Permits as set forth in the Zoning Ordinance and appeals from the administrative decisions.

As established by M.C.C., Appendix A, §30 the Board consists of five members who serve three-year, staggered terms.

**Council Priorities Served**

*Engaging Our Community*

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

# COUNCIL COMMUNICATION

**Meeting Date: 05/01/2025**

---

**Item Title:** Reappointment to the Historic Zoning Commission

**Department:** Mayor's Office

**Presented by:** Mayor

**Requested Council Action:**

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

---

**Summary**

Reappointment of eligible individuals to serve on the Historic Zoning Commission.

**Recommendation**

Reappoint the following individuals to the terms listed below:

<b>Member</b>	<b>Term Expiration</b>
Gilbert Backlund	06/30/2030
Deborah Belcher	06/30/2030
Bill Jakes	06/30/2030
Mike Panesi	06/30/2030

**Background Information**

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

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

**Council Priorities Served**

*Engaging Our Community*

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

# COUNCIL COMMUNICATION

Meeting Date: 05/01/2025

**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
Shabu Shabu, LLC	Shabu Shabu Hot Pot and Grill	2615 Medical Center Pkwy Ste 2200	On-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:

<b>Name of Business Entity/Sole Proprietor</b>	Shabu Shabu LLC
<b>Name of Business</b>	Shabu Shabu Hot Pot and Grill
<b>Business Location</b>	2615 Medical Center Pkwy Ste 2200
<b>Type of Business</b>	Restaurant
<b>Type of Permit Applied For</b>	On-Premises

### Type of Application:

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

### 5% or more Ownership

<b>Name</b>	Jessica Hung
<b>Age</b>	33
<b>Residency City/State</b>	Franklin, TN
<b>Race/Sex</b>	Asian/F
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

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

<b>Occupancy Application Approved?</b>	No
--	----

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

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.