

MURFREESBORO CITY COUNCIL
Regular Workshop Agenda
Airport Business Center – 11:30 AM
May 8, 2025

Public Comment on Actionable Agenda Items

Action Items

1. Resolution 25-R-17 FY25 Budget Amendment #9 (Schools)
2. Ordinance 25-O-18 FY25 Budget Amendment (Finance)
3. Construction Office Lease at 333 NW Broad Street for Town Creek (Administration)
4. Cannonsburgh Village Museum Roof Replacement (Facilities)
5. Retail Liquor Certificate of Compliance (Finance)
6. Main Street Banner Request (Street)

Workshop Items

7. West Point Subdivision and Future Road Impact Fees (Administration)
8. Fire Stations 12 and 13 Presentation (Fire)
9. Short-Term Rental (Legal)
10. Cherry Lane Corridor Area Plan-Project Update (Development Services)
11. March 2025 Dashboard (Administration)

Board & Commission Appointments

Licensing

12. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 05/08/25

Item Title: Schools FY25 Budget Amendment #9

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

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

Summary

Consider schools budget amendment #9 to the FY25 General Purpose fund.

Staff Recommendation

Approve Resolution 25-R-17 amending the FY25 General Purpose fund as presented.

Background Information

This amendment budgets the new Summer Learning and Transportation grants in the General Purpose fund. These new revenues and expenditures are awarded by TDOE to pay for the June 2025 summer learning program, and it will have no effect on the fund balance.

The \$1,779,702 Summer Learning grant funds salaries for teachers, assistants, nurses, crossing guards, administrative staff, and clerical staff. Additionally, the grant funds instructional materials and supplies.

The \$322,789 Transportation grant funds salaries for bus drivers and transportation staff as well as gasoline for the buses.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy, and City Council policy.

Fiscal Impact

The total increase in revenue of \$2,102,491 will be adjusted within the General Purpose fund to recognize new revenues to offset related expenditures and the transfer across accounts will not affect fund balance.

Attachments

1. Resolution 25-R-17
2. Exhibit A: MCS Budget Amendment #9

RESOLUTION 25-R-17 amending the Fiscal Year 2025 (hereafter “FY2025”) Murfreesboro City Schools Budget (9th Amendment).

WHEREAS, the City Council adopted Resolution 24-R-17 on June 13, 2024 to implement the FY2025 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2025 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2025 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

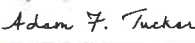
Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:


Adam F. Tucker
City Attorney

Murfreesboro City Schools Budget Amendment (#9)

General Purpose Schools Fund 141
Fiscal Year 2024-25

Exhibit A to Resolution 25-R-17

Summer Learning Grants

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Other State Grants	-	1,779,702	1,779,702
Other Federal Through State	-	322,789	322,789
Total Increase in Revenues	\$ -	\$ 2,102,491	\$ 2,102,491

Summer Learning Camps Grant

<u>Expenditures</u>			
Teachers	38,814,000	39,488,800	674,800
Educational Assistants	3,685,000	3,747,600	62,600
Social Security	2,740,215	2,787,634	47,419
State Retirement	3,200,000	3,262,765	62,765
Medicare	640,860	652,252	11,392
Hybrid Retirement	200,000	207,235	7,235
Instructional Supplies & Materials	1,045,745	1,345,745	300,000
Other Supplies & Materials	194,100	378,548	184,448
Regular Instruction Equipment	17,000	192,643	175,643
Teachers	4,892,000	4,968,800	76,800
Social Security	595,640	600,902	5,262
State Retirement	858,075	864,681	6,606
Medicare	139,305	140,719	1,414
Hybrid Retirement	35,500	36,406	906
Medical Personnel	725,000	755,720	30,720
Social Security	48,375	50,480	2,105
State Retirement	70,000	74,442	4,442
Medicare	11,315	11,960	645
Hybrid Retirement	6,000	6,373	373
Other Salaries	35,360	62,920	27,560
Social Security	115,138	117,061	1,923
State Retirement	134,825	135,912	1,087
Medicare	26,931	27,541	610
Hybrid Retirement	3,000	3,269	269
Travel	10,000	13,000	3,000
Principals	1,615,725	1,667,565	51,840
Clerical Personnel	-	23,040	23,040
Social Security	280,255	285,898	5,643
State Retirement	371,205	378,430	7,225
Medicare	65,545	66,731	1,186
Hybrid Retirement	8,500	9,244	744
Total Summer Learning Camps	\$ 60,584,614	\$ 62,364,316	\$ 1,779,702

Summer Transportation Grant

<u>Expenditures</u>			
Bus Drivers	1,826,500	1,946,500	120,000
Other Salaries-Bus Aides	705,000	785,000	80,000
Social Security	184,545	199,545	15,000
State Retirement	350,000	375,000	25,000
Medicare	43,160	48,160	5,000
Gasoline	256,595	334,384	77,789
Total Summer Transportation Grant	\$ 3,365,800	\$ 3,688,589	\$ 322,789

Total Increase in Expenditures	\$ 63,950,414	\$ 66,052,905	\$ 2,102,491
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CHANGE IN FUND BALANCE (CASH)

This amendment budgets new TNDOE summer grants totaling \$2,102,491 in the General Purpose School fund for Summer Learning Camps and Summer Transportation during the month of June. The grant covers salaries for teachers, assistants, nurses, crossing guards, bus drivers and aides, and administrative and clerical staff. The grant also funds instructional supplies, technology, curriculum and gasoline.

There is no change to fund balance since this is a reimbursement grant. No new positions were added.

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: Ordinance 25-O-18 FY25 Budget Amendment

Department: Finance

Presented by: Erin Tucker, CFO/City Recorder

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

Amendment to the City's FY25 Budget Ordinance.

Staff Recommendation

Approve Ordinance 25-O-18, amending the City's budget.

Background Information

State Street Aid:

To increase the budget by \$1.25 million for State Street Aid for additional paving projects.

Parks & Recreation:

Tnmuseum.org has awarded \$50,000 to Cannonsburgh for the Capital Maintenance and Improvement Grant. This grant will be used to help fund the replacement of the metal roof of the Cannonsburgh Village Haynes Museum.

Council Priorities Served

Responsible Budgeting

The budget amendment reflects the City's increased revenues and expenses.

Fiscal Impact

Increase in the use of Restricted Fund Balance of \$1,250,000. Decrease the use of unassigned fund balance by \$50,000.

Attachments

1. FY25 City Budget Ordinance 25-O-18 and Exhibit A

ORDINANCE 25-O-18 amending the Fiscal Year 2025 (hereafter “FY2025”) Budget (4th Amendment).

WHEREAS, the City Council adopted the FY2025 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 24-O-14, on June 13, 2024 to implement the FY2025 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2025 Budget and authorized full-time position counts adopted by this Ordinance to incorporate expenditure and hiring decisions made during the 2024-2025 fiscal year.

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

SECTION 1. The FY2025 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2025 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
Parks & Recreation	<u>Unassigned</u> Other Grant Revenue	\$ -	\$ 50,000.00	\$ 50,000.00
				<u>\$ 50,000.00</u>
<u>Expenditures</u>				
State Street Aid	<u>Restricted/Assigned</u> Repair & Maintenance - Roads & Street	\$ 3,750,000.00	\$ 5,000,000.00	\$ 1,250,000.00
				<u>\$ 1,250,000.00</u>
CHANGE IN RESERVED, RESTRICTED, AND ASSIGNED FUND BALANCE		\$ (83,985,287.18)	\$ (85,235,287.18)	\$ 1,250,000.00
CHANGE IN UNASSIGNED FUND BALANCE		\$ (26,930,109.70)	\$ (26,880,109.70)	\$ (50,000.00)
ESTIMATED ENDING FUND BALANCE		\$ 136,077,890.00		
Adjustments for FY24 Closing Entries				
TOTAL ESTIMATED ENDING FUND BALANCE		<u>\$ 136,077,890.00</u>	\$ 134,877,890.00	\$ (1,200,000.00)

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: Construction Office Lease at 333 NW Broad St for Town Creek

Department: Administration

Presented by: Sam A. Huddleston, Assistant City Manager

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

Lease with SBW Constructors, LLC for construction office at 333 NW Broad St.

Staff Recommendation

Approve the lease with SBW constructors.

Background Information

SBW Constructors LLC is the selected contractor to complete the Town Creek Daylighting project. During initial project discussions, City staff and SBW discussed the potential to use a City-owned building at 333 NW Broad St. The City recently acquired that building and property as a part of the Ransom Family Trust purchase (Yard Sale and Captain Ds). The 1300 square foot building is currently vacant and was slated for demolition following the purchase. The site has paved parking for approximately 10 vehicles and provides convenient access to the project area via the Lytle Creek Greenway. The office will provide space for construction update meetings and coordination with City project staff. The no-cost lease requires SBW to maintain the property for the term of the Town Creek project and to restore the property upon completion. Because the building is in the floodway of Lytle Creek, the planned demolition will remove the building from the regulatory floodway reducing property damage and emergency response risks from future flood events.

Council Priorities Served

Improve economic development

Town Creek Project and the related public improvements enhance the entrance to downtown area and encourage redevelopment in the Historic Bottoms.

Fiscal Impact

This project has no fiscal impact on the City.

Attachments

Construction Office Lease at 333 NW Broad St for Town Creek

THIS INSTRUMENT PREPARED BY:
Joseph Leonard
Assistant City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
(615) 849-2616

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is entered into on _____ (the “**Commencement Date**”), by and between the CITY OF MURFREESBORO, TENNESSEE, a municipality organized under the laws of the State of Tennessee (hereinafter, the “**City**” or “**Lessor**”), and SBW CONSTRUCTORS, LLC, a Tennessee limited liability company (hereinafter, the “**Company**” or “**Lessee**”).

WITNESSETH:

WHEREAS, the City desires to construct the project identified as Town Creek Improvements (hereinafter, the “**Project**”), located in downtown Murfreesboro, Tennessee between the outlet of the Murfree Springs Wetland and Front Street and Hickerson Drive; and

WHEREAS, among other improvements, the Project will daylight approximately 1,700 linear feet of stream channel and provide for over 2,000 linear feet of multiuse concrete paths; and

WHEREAS, pursuant to an Invitation to Bid for Project construction services, Company was determined to be the low, responsive bidder; and

WHEREAS, City has awarded the construction contract for the Project to Company (the “**Construction Contract**”); and

WHEREAS, City owns real property on the Project site that Company desires to use as a construction office during the construction of the Project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES**: Lessor does hereby lease and rent unto Lessee under this Lease that certain real property containing approximately 0.27 acres and located at 333 NW Broad Street., Murfreesboro, TN 37130 (Tax Map/Parcel # 091N-B-007.00), together with all improvements located thereon, any drives, access roads, driveways, dumpsters, storage, loading and parking areas and other similar improvements located thereon, and all rights, easements and appurtenances pertaining thereto (hereinafter, collectively the “**Premises**”). The Premises are more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference.
2. **TERM; TERMINATION; NO RENEWAL**:

- A. The term of this Lease shall begin on the Commencement Date and shall terminate on the earlier of (i) twenty-one months following the Commencement Date; or (ii) 30 days following the completion of the Project (hereinafter, the "Term").
 - B. Either party may terminate the Lease with thirty (30) days' written notice. Termination may result from a party's failure to abide by the terms of this Lease. In the event of a breach of the Lease, the non-breaching party may, but is not required to, give the breaching party an opportunity to timely correct the default. In the event the breaching party defaults in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from the non-breaching party, the non-breaching party at its option may at once terminate this Lease by written notice to the breaching party, whereupon this Lease shall end.
 - C. Upon termination or expiration of this Lease, Lessee shall restore and peaceably surrender to Lessor the Premises in as good order and condition as when received, excepting reasonable use and wear; damage by earthquake, fire, public calamity, the elements, acts of God, or other circumstances over which Lessee has no control; or acts or conditions for which Lessor is not responsible pursuant to this Lease. It is expressly understood and agreed that Lessee's use of the Premises under this Lease is an extension of Lessee's work on the Project, and the completion or closing out of any site work permits issued by the City for the Project shall be contingent on Lessee's restoration and surrender of the Premises as described herein. Upon restoration of the Premises, Lessee shall call for an inspection of the Premises by Lessor for compliance with the terms of this Lease, turn over all keys to the Premises, and transfer all utility services for the Premises to Lessor or, in Lessor's discretion, cancel selected utility services. Lessee's obligations and liability under this section shall survive the termination of the Lease.
 - D. Upon expiration or termination of the Lease, improvements made to the Premises shall revert to Lessor. Notwithstanding the above, Lessee shall have the right to remove any trade fixtures from such Premises, subject to Lessee's obligation to restore and repair any damage to the Premises resulting from such removal.
 - E. This Lease shall not be renewable or extendable except by the separate written agreement of both parties.
3. RENT: In lieu of a monthly rental payment, and in addition to all other covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee shall maintain the Premises in accordance with all applicable federal, state and local laws and regulations, including without limitation all applicable building and property codes and such other Lease terms as provided herein. Failure to maintain the Premises as described herein shall constitute a material breach of this Lease.

4. CONDITION OF PREMISES: Lessee accepts the Premises in such condition and repair as they are in on the Commencement Date, which acceptance shall be conclusive evidence of the good and satisfactory condition of the Premises at such time.
5. LESSEE'S AND LESSOR'S COVENANTS: Lessee, for itself, its successors, and assigns, and Lessor, for itself, its successors and assigns, hereby agree as follows:
 - A. Lessee shall use the Premises for construction office and storage space uses and any other uses ancillary thereto, and for no other purpose without Lessor's consent.
 - B. Lessee shall pay and be liable for all rental, sales, use and other similar taxes, if any, levied or imposed on any payments hereunder by any city, county, state or other governmental body having such authority. Such payments shall be in addition to all other payments required to be paid to Lessor by Lessee under the terms of this Lease. Any such payments shall be timely paid to Lessor upon presentation of same. Lessee shall pay and be liable for all taxes levied or assessed against personal property, equipment, furniture or fixtures placed on or about the Premises by or on behalf of Lessee. Lessor shall timely pay and be liable for, without reimbursement from Lessee, any and all real estate and ad valorem taxes, special assessments and any other levies, charges, impact fees and local improvement rates and assessments whatsoever assessed or charged against the Premises by any lawful taxing authority (or any tax hereafter imposed in lieu thereof); provided that all such real estate and ad valorem taxes shall be apportioned pro rata between Lessor and Lessee for the years in which the term of this Lease commences and terminates.
 - C. Lessee shall add the Premises to the list of properties covered under Lessee's required insurance pursuant to the Construction Contract, at the limits required therein. Lessee shall present Lessor with a copy of a certificate of insurance evidencing the required coverage and naming the City as an additional insured. This insurance policy shall be the primary insurance with regard to all claims hereunder regardless of any other insurance available to the City, whether primary, excess, contingent, or any other basis.
 - D. The Lessee shall maintain worker's compensation insurance on all employees, if required by law and shall ensure that employees of any partner or subtenant organizations are likewise covered by workers' compensation if required by law. If workers' compensation insurance is not required by law, Lessee shall ensure that its employees or volunteers, and the employees and volunteers of any partner or subtenant organizations, are covered by appropriate insurance covering accidental injury suffered while on or about the Premises.
 - E. Lessee will promptly pay all utility rates or charges which may become payable during the Term of this Lease for and including, but not limited to, all gas, electric, water, and sewer used on the Premises.
 - F. Lessee hereby covenants and agrees that it will not discriminate against any person on any unlawful basis, including but not limited to race, religion, national origin, age, sex, or

disability and that its programs and services comply with the Americans with Disability Act. Lessee further covenants and agrees that it will ensure that any partner or subtenant organizations likewise will abide by this provision.

- G. Lessee shall have the right, but not the obligation, except as required by law, at its own expense, to keep and maintain in good repair the entire Premises, including (without limitation) the roof, foundations, exterior walls, interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, electric wiring, and also including any vehicular or truck driveway or parking areas, or other areas exclusively used by Lessee. For purposes for clarity, it is understood and agreed by the parties that, upon the expiration or earlier termination of this Lease, Lessor intends to demolish the improvements located on the Premises, and, accordingly, the parties have agreed that Lessee shall have no obligation to repair, replace or maintain the Premises in any manner whatsoever, except as required by law, but shall have the right, in its sole discretion and at its sole cost and expenses, to perform repairs, replacements or maintenance of or to the Premises that may be necessary or desirable for Lessee's use and occupancy of the Premises. Notwithstanding the foregoing, Lessee shall have the obligation to mow and maintain the exterior of the Premises, and to keep same clear of litter, trash, or other debris, as required by the City's property maintenance code. Failure to maintain the Premises as described herein shall constitute a material breach of this Lease.
- H. Lessee will not injure, overload, or deface, or suffer to be injured, overloaded, or defaced, the Premises or any part thereof. Notwithstanding the foregoing, Lessee shall have the right to request the removal of any improvements, at Lessee's sole risk and expense, including without limitation signs, awnings, landscaping, fixtures, or fences (collectively, "**Improvements**"), that may limit Lessee's use of the Premises. Additionally, Lessee may request the addition of Improvements, at Lessee's sole risk and expense, that may enhance Lessee's use of the Premises. Lessee shall conduct any additions or removals under this section in compliance with all applicable laws and codes, including without limitation acquiring any permits or other approvals required by the City, prior to the addition or removal of any Improvements on the Premises.
- I. Lessee acknowledges that the Premises lies partially within a flood plain (as depicted on Exhibit "A", attached hereto and incorporated herein by reference), and that, accordingly, Lessee's use of the Premises is at an increased risk of flooding. Lessee shall ensure that its use of and modifications to the Premises complies with all federal, state, and local laws and regulations regarding activities within the flood plain. Outdoor storage within the floodplain that can float off, be displaced, or otherwise cause damage as a result of flooding is prohibited. This prohibition shall not extend to that portion of the Premises lying outside of the floodplain, as depicted on Exhibit "A".
- J. Lessee may access, but shall not block access, to the greenway adjacent to the Premises.
- K. Hold Harmless.

- i. Except to the extent caused by the negligence or willful misconduct of Lessor, Lessee shall indemnify, defend and hold harmless Lessor against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation), resulting from or incurred by Lessor on account of any of the foregoing (i) arising from Lessee's use of the Premises, the conduct of its business or profession or from any other activity permitted or suffered by Lessee on or about the Premises or (ii) arising from any breach of this Lease by Lessee or its agents or employees.
 - ii. Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits any agreement by Lessor to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation.
- L. Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said buildings or to increase the premium thereof and shall otherwise maintain and repair the Premises in accordance with all applicable building codes, property maintenance codes, and similar regulations; provided, however, Lessee shall have the right, upon providing written notice to Lessor within 72 hours of discovery of a non-compliance issue at the Premises, to elect not to make any alterations, additions, or improvements to the Premises in order to comply with any applicable law or ordinance and, in such event, Lessor may (i) re-enter the Premises to repair the defect(s), (ii) terminate this Lease upon thirty (30) days' notice, or (iii) both. If the Premises becomes inoperable or unusable or the Lessor discontinues operation, then the Lessor has no obligation to provide substitute space for Lessee's use.
- M. Lessee shall not make any structural alterations or additions to the Premises without Lessor's prior written consent. Lessee shall have the right, at its sole cost and expense and without the consent of Lessor, to make any non-structural alterations or additions in or to the Premises as deemed necessary or desirable by Lessee provided any such alterations or additions are made in conformity with generally applicable laws, codes and standards. Furthermore, Lessee shall have the right to install telephone, television, video, computer, alarm and other similar communications network cables and facilities without Lessor's consent.
- N. Lessee shall not assign any interest in, or sublet the whole or any part of, the Premises without first obtaining the written consent of Lessor, which consent may be given or withheld at Lessor's sole discretion. Even in the event of permitted assignment or

subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of this Lease.

- O. Lessor at all reasonable times and upon reasonable notice (except in an emergency, where notice shall be required to the extent practicable) may enter to view and/or inspect the Premises and to make repairs which Lessor may see fit to make.
- P. Lessee agrees that at the expiration or termination of this Lease, Lessee will peaceably yield up to Lessor or those having Lessor's successor interest therein the Premises and all erections and additions made upon the same.
- Q. No assent, express or implied, by Lessor, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- R. Upon written notice by Lessor to Lessee, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or that hereafter may be executed, covering the Premises, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all the terms and provisions thereof. Lessee agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Lessor or necessary or proper to ensure the subordination of this Lease to any such mortgages or deeds of trust; provided, however, that the foregoing provisions with respect to such subordination shall not be effective unless the owner or holder of any such mortgage or deed of trust shall execute with Lessee a non-disturbance and attornment agreement under which said owner or holder shall agree (on its own behalf and on behalf of any purchaser at foreclosure) not to disturb Lessee's possession of the Premises under this Lease, except in accordance with the terms hereof. Lessee hereby agrees to attorn any person, firm or corporation purchasing or otherwise acquiring the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, power or remedies under such mortgages or deeds of trust, as if such person, firm, or corporation had been named as Lessor herein. Lessor hereby represents that as of the Commencement Date there are no mortgage or deeds of trust currently encumbering the Premises.
- S. Hazardous Materials.
 - i. Lessee warrants not to cause or permit any Hazardous Materials (as hereinafter defined) to be brought, kept, or used in or about the Premises by Lessee, its sublessees, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. The Lessee shall cause all such materials to be stored, used, and disposed of in compliance with all applicable federal, state, and local laws governing Hazardous Materials (collectively, "**Environmental Laws**"). If the presence of any Hazardous Materials on, in, or under the Premises caused or permitted by Lessee, its sublessees, agents, employees, contractors, or invitees

results in any contamination of the Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment, or restoration work required because of the presence of any such Hazardous Materials on, in, or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water, or ground water.

- ii. **“Hazardous Materials”** as such term is used in this Lease means any hazardous or toxic substances, material, or waste regulated or listed pursuant to any Environmental Law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act as such Acts have been or are hereafter amended from time to time.
- iii. Lessee shall indemnify Lessor against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys’ fees, arising out of any breach of the foregoing warranty. Further, Lessee agrees to indemnify Lessor against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys’ fees, arising out of any release of Hazardous Materials by Lessee or Lessee’s agents on the Premises during the term of this Lease. Lessee’s obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease
- iv. Notwithstanding anything herein to the contrary, in no event shall Lessee have any liability for any Hazardous Materials located on or about the Premises as of the Commencement Date or which are otherwise introduced to the Premises by any party other than Lessee or any party permitted by Lessee, provided that Lessee notifies Lessor within forty-eight hours following the discovery of any such Hazardous Materials on the Premises. In such instance, the presence of any Hazardous Materials on, in, or under the Premises as of the Commencement Date or which are otherwise introduced to the Premises by any party other than Lessee or any party permitted by Lessee shall be Lessor’s sole responsibility and Lessor shall, without any reimbursement from Lessee, return the affected area to the condition existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment, or restoration work required because of the presence of any such Hazardous Materials on, in, or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water, or ground water.

Lessor represents and warrants to Lessee that, as of the Commencement Date, Lessor has not received any written citation, directive, inquiry, notice, order, summons, warning, or other communication that relates to (a) Hazardous Materials on the Premises, or (b) any alleged, actual, or potential violation of or failure to comply with any Environmental Laws.

- T. Lessee shall not permit any lien, judgment, writ, assessment, charge, attachment, or execution upon Lessor's or Lessee's interest in this Lease or to the Premises, and/or the fixtures, improvements, and furnishings located thereon, by reason of work or services performed or permitted by Lessee on the Premises, and Lessee shall cause, at Lessee's sole cost and expense, any such encumbrance to be discharged within fifteen (15) days after notice thereof.
6. DEFAULT: In the event Lessee shall default in any of its covenants or agreements herein contained and if Lessee shall fail to commence to cure such default within thirty (30) days after such notice from Lessor and thereafter proceed to completely cure such default with reasonable diligence, then, in any such event, Lessor, in addition to the remedies provided to Lessor in Section 5, may declare this Lease and all rights of Lessee hereunder terminated and Lessor may re-enter and retake possession of the Premises.
7. QUIET ENJOYMENT: The Lessor covenants and agrees that the Lessee, subject to the terms of this lease, shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease.
8. FIRE OR CASUALTY: If the Premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, Lessee may immediately vacate the Premises and terminate this Lease. Lessor shall have no obligation to repair the Premises for occupancy or use. The parties hereto further acknowledge that due to the location of the Premises within a floodplain, any damage to the improvements on the Premises exceeding fifty percent (50%) of the total value of same shall require the demolition and removal of the improvements on the Premises.
9. NOTICE: All notices herein required or permitted shall be in writing, and shall be delivered by personal hand delivery, by express courier service, or by US Mail Certified, Return Receipt Requested, to the addresses set forth below:

If to Lessor, to:

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

If to Lessee, to:

SBW Constructors, LLC
405 Church Street Goodlettsville, TN 37072
Attention: Jeramie White

with a copy to:

City of Murfreesboro

111 West Vine Street Murfreesboro, TN 37130

Attention: City Attorney

Any notice shall be deemed received (a) at the time of personal hand delivery, (b) at time of delivery by an express courier service, or (c) three days after depositing in the US Mail Certified, Return Receipt Requested, postage prepaid, as shown by the Receipt for Certified Mail. Any party may change its address for notice by a notice delivered to all other parties in the manner provided herein.

10. GOVERNING LAW: This Lease shall in all things be governed by the laws of the State of Tennessee, and venue of any dispute between the parties under, related to or arising out of this Lease shall be in the State Courts of Rutherford County, Tennessee.
11. ATTORNEY FEES: In the event any party takes legal action to enforce any provision of the Agreement, should the Lessor prevail, Lessee will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
12. MISCELLANEOUS: (A.) Time is of the essence in this Lease; (B.) the captions, headings, and paragraph titles in this Lease are for convenience purposes only and do not in any way restrict, affect, or interpret the provisions of this Lease; (C.) this Lease will be binding upon and inure to the benefit of the respective heirs, representatives, and permitted assigns of the parties hereto; (D.) Lessor is not, and shall not become, by the provisions of this Lease, a partner or joint venturer with Lessee in the conduct of Lessee's business or otherwise; (E.) LESSEE HEREBY WAIVES A JURY TRIAL IN ANY ACTION OR PROCEEDING REGARDING A MONETARY DEFAULT BY LESSEE AND/OR LESSOR'S RIGHT TO POSSESSION OF THE PREMISES.
13. COUNTERPARTS: This Lease may be executed in several counterparts, as long as each party to this Lease executes at least one such counterpart. Each of such counterparts shall be an original but all of the counterparts, when taken together, shall constitute one and the same instrument and shall become effective when each party hereto has executed at least one such counterpart.
14. BROKER: Each party warrants and represents that no broker was involved in negotiating or consummating this Lease.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and date first above written.

CITY OF MURFREESBORO

SBW CONSTRUCTORS, LLC,

By: _____

Shane McFarland, Mayor

Signed by:
By:  _____
1D66E4673089436...

Jeramie White, Co-Owner

ATTEST:

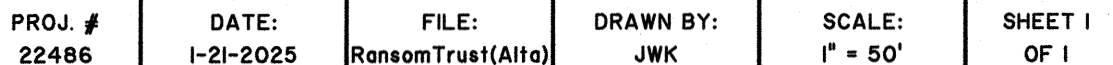
Erin Tucker, City Recorder

The foregoing Lease Agreement
approved as to form, on
5/1/2025
_____.

Signed by:
 _____
43A2035E51F9401...

Adam F. Tucker, City Attorney

AUTHORIZED BY CITY COUNCIL:



COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: Cannonsburgh Village Museum Roof Replacement

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

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 the agreement with Turner Construction Services, LLC, for the replacement of the metal roof of the Cannonsburgh Village Haynes Museum.

Staff Recommendation

Approve the agreement with Turner Construction Services, LLC.

Background Information

The existing metal roof on the museum was installed in the 1970s and has been leaking for several years and is a large contributing factor to the facility being closed for more than four years. A new roof will prevent further internal damage to the structure and artifacts and will allow the museum to reopen. This project replaces the metal roof, replaces damaged deck boards, installs new ice and water shield over the roof deck, installs new 2" x 4" batten boards, and installs new soffit, gutters, and downspouts.

This project was competitively bid, and Turner Construction Services, LLC was the lowest responsible bidder. It is pending legal approval of contract and insurance.

Council Priorities Served

Responsible Budgeting

Proactive maintenance of the city's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The expense, \$75,486, is funded in part by the Capital Maintenance and Improvement Grants from tnmuseum.org (\$50k) and the balance by Parks FY25 Operating Budget.

Attachments

1. Agreement with Turner Construction Services, LLC
2. Bid Tab Sheet for Cannonsburgh Village Roof Replacement

DRAFT AIA® Document A105™ - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « 2025 »
(In words, indicate day, month and year.)

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

« City of Murfreesboro, Tennessee », « a Tennessee municipal corporation »
« 111 West Vine Street »
« Murfreesboro, TN 37130 »

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

« Turner Construction Services, LLC, a limited liability company of the State of Tennessee »
228 Temple Ford Road
Shelbyville, TN 37160 »

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

« Roof Replacement at Cannonsburgh Village Haynes Museum »
Cannonsburgh Village
312 Front Street
Murfreesboro, TN 37133 »

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Engineers, dated «as set forth below», and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages
	Scope of Work dated March 17, 2025	1-9

- .3 addenda prepared by the Engineers as follows:

Number	Date	Pages
Addendum #1	April 9, 2025	

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

- « 1. Exhibit A – Supplemental Conditions
- 2. Exhibit B – Insurance Requirements
- 2. Exhibit C – Non-Collusion Affidavit
- 3. Exhibit D – Drug Free Workplace Affidavit
- 4. Exhibit E – Iran Divestment Act Affidavit and Non-Boycott of Israel Affidavit
- 5. Exhibit F – Performance Bond
- 6. Exhibit G – Payment Bond
- 7. Exhibit H – Invitation to Bid
- 8. Exhibit I- Contractors Bid Response

In the event of a conflict between the terms of this Agreement and either Exhibit A or Exhibit B, the exhibit's terms shall take precedence.» In the event of a conflict between the terms of this Agreement and either Exhibit H or Exhibit I this Agreement's terms shall take precedence.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

« The date of commencement shall be the date on which the Owner issues the Notice to Proceed. »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[☐] Not later than ☐ (☐) calendar days from the date of Contractor accepts the Project site.

[☐] By the following date: «June 15, 2025, with Final Completion no later than June 20, 2025. »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

\$75,485.64, as reflected in greater detail in Contractors Bid Form dated April 17, 2025.

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
N/A	N/A

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
Contingency (to be used solely at the discretion and approval of Owner)	\$3,594.55

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

Item	Units and Limitations	Price per Unit (\$0.00)
Additional Roof Deck Boards	Sq ft	\$4.18

§3.6 The Contractor shall pay all taxes, levies, duties, and assessments of any nature, that are applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The Contractor shall make any and all payroll deductions required by law. The Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« any undisputed amount not later than thirty (30) days after the Owner receives the Contractor's Application, provided, however, the Owner may withhold five percent (5%) of any undisputed amount as retainage »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

« 3.0 » % «per annum»

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1 and Exhibit A:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «One Million Dollars » (\$ «\$1,000,000.00 ») each occurrence, «One Million Dollars » (\$ «\$1,000,000.00 ») general aggregate, and «One Million Dollars » (\$ «\$1,000,000.00 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars » (\$ «\$1,000,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower

coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than «One Million Dollars » (\$ «\$1,000,000.00 ») each accident, «One Million Dollars » (\$ «1,000,000 ») each employee, and «One Million Dollars » (\$ «1,000,000.00 ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella/Excess	Three Million Dollars (\$3,000,000.00)
Equipment Property Insurance	One Million Dollars (\$1,000,000.00)

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Engineer, Engineer's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 Payment and Performance Bonds.

§ 5.6.1 Unless waived by the Owner in the event of a Contract Sum less than \$100,000, the Contractor shall secure performance and payment bonds for 100% of the Contract Sum on a form acceptable to the Owner covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

§ 5.6.2 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor.

§ 5.6.3 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.2.1 Specifications may describe types and quantities of materials, equipment, and other items of the Work and methods of installation that cannot be easily shown on the Drawings. It is not intended that the Specifications will mention every item of Work that can be adequately shown on the Drawings nor is it intended that the Drawings will show all items of Work adequately described or required by the Specifications, even if it is the case that such Work could have been shown thereon. The Contract Documents are complimentary, and what is required by, or reasonably inferable, by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Contract Documents, this Agreement will take precedent over the Specifications and Drawings.

§ 6.2.2 Prior to the inspections for Substantial Completion and Final Completion, as applicable, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event there are conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Amendments or Change Orders, with those of later date having precedence over those of earlier date
2. The Agreement
3. Exhibits and Addenda, with those of later date having precedence over those of earlier date.
4. Drawings and Specifications
5. In the case of any conflicts or discrepancies between Drawings and Specifications or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation.

§ 6.4 Ownership and Use of Engineers' Drawings, Specifications and Other Documents

Documents prepared by the Engineers are instruments of the Engineers' service for use solely with respect to this Project. The Engineers shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Engineers.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

To Owner: Darren W. Gore, City Manager dgore@murfreesborotn.gov with copies to: • Brad Hennessee, Facilities Manager bhennessee@murfreesborotn.gov	To Contractor: Brady Turner, Owner bturner@turnerconstructiontn.com 228 Temple Ford Road Shelbyville, TN 37160
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Any notice sent via email shall be sent requesting a delivery receipt for the message. If the party sending the notice does not receive a delivery receipt within 24 hours, the party shall send notice via Certified U.S. Mail, private courier, or hand delivery to the other party.»

§ 6.5 Non-Discrimination. It is the policy of the Owner 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, the Contractor certifies and warrants it will comply with this policy.

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges. If the Contractor's bid includes fees that the Owner has paid, or is required to pay directly, or that the Owner may waive, the Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract Sum as a deductive change order.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents or is in default of its material obligations under the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made or default is cured, for which there will be no Change Order extending the Contract Time or the Contract Sum.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owner. In addition, if payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner immediately upon the Owner's written demand.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner. Reports of errors, inconsistencies, or omissions must be made in writing and copies provided directly to the Owner.

§ 8.1.3 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 That the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 That the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 That the Contractor is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 That the execution of the Contract and its performance thereof are within the duly-authorized powers of the Contractor and the signatory on behalf of the Contractor.

§ 8.1.4 Contractor shall be responsible for ascertaining correct dimensions, and Contractor is not to ascertain dimensions simply by scaling drawings unless directed to do so by the Owner or Project Engineer. In case of any discrepancy between Drawings and Specifications, Contractor shall consult the Project Engineer promptly for an interpretation before proceeding with the Work.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work. Contractor must maintain an updated project schedule and if milestones are negatively impacted, Contractor must, prior to submission of the next application for payment, provide Owner with a specific plan to return the project to the project schedule.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

§ 8.3.3 Layout new construction lines and verify slab slope and conditions. If discrepancies between actual lines and elevations and those indicated on plans exist, notify Project Engineer and Owner and obtain a decision before starting work.

§ 8.3.4 The Contractor shall establish and maintain reference points required for the work. Contractor shall lay out on the rough floor the exact locations of partitions, openings, etc. as a guide to all trades. Contractor shall verify elevations, lines, levels, and dimensions indicated on the drawings before commencing work.

§ 8.3.5 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 Contractor agrees to keep the Project free and clear from all mechanic's liens, materialmen liens, and other liens. The Contractor shall discharge any such lien immediately but in no event more than 30 days after filing of such a lien. In the event such lien is not released or discharged within such 30 days period, the Owner shall have the right to pay all sums necessary to discharge such liens and the Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate payment from the Contractor. In the event of any such deduction, the Contract Sum due under the Contract Documents automatically shall be reduced by the amount of such payment without the need for any Change Order. In no instance shall this provision affect any limitation or restriction imposed by law or regulation on the placement or enforcement of liens.

§ 8.4.4 Substitutions:

.1 Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Owner such materials are equal to the material specified and entirely satisfactory for use in the project. The Owner shall be the sole judge of acceptability of substitution.

.2 By making requests for substitutions, the Contractor:

- A. Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- B. Represents that it will provide the same warranty for the substitution as it would for the product specified;
- C. Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- D. Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects. .

.3 When a material, equipment or system is specified by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the Contract. If the Contractor desires to make a substitution, Contractor shall comply with Specification Sections 01 25 13 and 00 43 25.

.4 The Owner shall be entitled to reimbursement from the Contractor for amounts the Owner pays to an engineer or consultant for reviewing the Contractor proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 8.4.5 The use of undocumented workers is not permitted.

§ 8.4.6 The Contractor shall have the Subcontractor who installs them, correct defects in bases, surfaces, or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.

§ 8.4.7 The Contractor shall disclose the existence and extent of any financial interest, whether direct or indirect, he has in subcontractors or material suppliers which he may propose for this project.

§ 8.5 Warranty

§ 8.5.1 The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the contract documents. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty, including, manufacturer or supplier warranties, or remedy required by law or by the Contract Documents, and notwithstanding anything to the contrary contained in the Contract Documents. This warranty commences upon Final Completion. The Contractor shall promptly repair and replace, at the Contractor's sole cost and expense, any materials, equipment, or Work covered by and violating the warranty. All warranty work shall be coordinated with the Owner in order to limit the disruption of operation and completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

§ 8.5.2 Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of Owner or Owner's invitees, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 8.5.3 Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferrable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean-up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor and deducted from the remaining. No on-site burning of trash is allowed.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineers, Engineers' consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The provisions of this Section 8.12 shall survive the completion of the Work or termination of the Agreement.

ARTICLE 9 PROJECT MANAGEMENT

§ 9.1 The Owner will provide administration of the Contract as described in the Contract Documents. The Owner will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. Representatives of the Owner and Contractor shall meet periodically at mutually agreed-upon intervals for the purposes of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participation in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationship which may otherwise exist.

§ 9.3 The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

§ 9.5 The Owner has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Owner will be consistent with the intent of, and reasonably inferable from the Contract Documents.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing.

§ 10.1.1 Changes in the Work may be accomplished by Change Order, Change Directive, or Field Order, all of which the Contractor shall diligently effectuate and carry out.

- .1** A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor, stating their agreement upon all of the following: (i) the change of the Work; (ii) the amount of the adjustment, if any, in the Contract Sum; and (iii) the extent of the adjustment, if any, in the Contract Time. No change to the Contract Sum or Contract Time is effective without a written, signed Change Order. The Contractor's sole remedy for any changes is to secure a Change Order.

- .2 A Change Directive is a change required by the Owner that does not affect the Contract Time or Contract Sum and will be issued by the Owner in writing to the Contractor.
- .3 A Field Order is a minor change or deviation in the Specifications or Drawings and not inconsistent with the Contract that do not affect the Contract Time or Contract Sum and can be made verbally by the Owner and summarized within seven days in writing provided to the Contractor. The Contractor may request that the Owner convert a Field Order to a Change Directive.

§ 10.1.2 Should the Contractor believe a Change Directive requires a Change Order, the Contractor must make a Claim in accordance with the Agreement within 15 days of the Change Directive being issued.

§ 10.1.3 The Owner's representative shall have authority to authorize contract modifications less than \$10,000.00. Contract modifications of \$10,000.00 or greater require approval by Murfreesboro City Council.

§ 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based upon the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces at the fee negotiated with the owner of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, ten percent (10%) of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub- Subcontractors, five percent (5%) of the amount due the Sub-Subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 10.1.1.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. Extensions of time will not be granted for delays caused by inadequate construction force, the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed, or the failure of Contractor to protect properly the site from inclement weather.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. If the Contractor is delayed at any time in progress of the work by an act or neglect of the Owner or its employee(s), or of a separate Contractor employed by the Owner, or by changes ordered in the work that affect the "critical path" of the work, or by labor disputes, fire, unavoidable casualties, or other causes beyond the Contractor's control, except as defined in Articles 3 and 15, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such

reasonable time as Owner may determine. Extended overhead, profit, and other indirect costs related to the extension of the contract time will not be allowed.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The form of Application for Payment duly notarized shall be a current authorized edition of AIA Document G702-1992 Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.2.3 In Applications for Payment, the amount represented as total completed and stored to date shall reflect the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and materials and equipment suitably stored in accordance with Subparagraph 4.2 and not exceed the Contract Sum less the value of incomplete work and corrections required. This total completed and stored to date shall not be construed to define completion as determined for Substantial Completion or final completion of the Work according to 12.5 or 12.6.

§ 12.2.4 Applications for Payment shall indicate retainage withheld from the total completed and stored to date as follows: Five percent (5%) until acceptance of a Certificate of Substantial Completion, and thereafter two percent (2%) until final payment. The resulting amount shall be indicated as the total earned less retainage. Applications that reduce retainage shall be accompanied by Consent of Surety.

§ 12.2.5 Applications for Payment shall indicate the total earned less retainage, and the aggregate of previous payments made subtracted therefrom, and an amount requested.

§ 12.3 Certificates for Payment

§ 12.3.1 The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.2 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of, but not limited to:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents or unsatisfactory execution of the Work;
- .8 failure of the Contractor to comply with applicable Codes, Laws, or Regulations;
- .9 failure to update as-built drawings or provide construction photographs with the Application for Payment as required by the Contract Documents. (If these documents/items are not provided for actual work performed for a period of work covered by an Application for Payment and cannot be accurately provided due to passage of time, the Owner may deduct a reasonable amount from the Agreement sum to reflect work not performed that cannot be recovered due to progress of work.)
- .10 failure to update the CPM schedule concurrent with the request for payment; or
- .11 Any other reasonable basis to withhold certification.

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall have no liability whatsoever for interest or other charges resulting from withholding of payment for any reason stated in this Article.

§ 12.3.5 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Owner shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Owner shall deem sufficient to:

- .1 satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgement which may be recovered thereon,
- .2 make good any such nonpayment, damage, failure or default, and
- .3 compensate the Owner for and indemnify it against any and all losses, liability, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

§ 12.4 Progress Payments

§ 12.4.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.4.5 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall reflect such payment on the next Certificate for Payment.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficient complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits have been issued such as, but not limited to, Local Building Occupancy Permits, and copies of same have been delivered to the Owner. In order to occupy or utilize the Work for its intended use, Owner must have received complete Project Data, Operating and Maintenance Data, orientation and training, as may be required by the specifications. The work will not be considered ready for Substantial Completion if any of the following conditions exist:

- .1 Excessive punch list work remains to be completed that would prevent or interfere with the occupancy and intended use of the facility in the Owner's reasonable judgment;
- .2 Incomplete or defective work remains which would prevent or interfere with the occupancy and intended use of the facility;
- .3 The building mechanical systems have not been tested, balanced, and accepted as being fully complete;
- .4 The building electrical and life safety systems have not been tested and accepted as being fully complete;
- .5 The building commissioning process is not complete;
- .6 Final clean-up is not complete to support the occupancy and intended use of the facility other than clean-up associated with punch list items;
- .7 Final Inspections, approvals, and temporary or final Certificates of Occupancy by regulatory officials are not received and complete;
- .8 Successful compliant testing of all data cabling (copper, fiber or other) and labeling of all data ports is incomplete; or
- .9 Any other basis for the Owner's reasonable determination that Substantial Completion has not been achieved.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5.3 Upon receipt of the Certificate of Substantial Completion, Contractor may submit a final Application for Payment that includes the retainage withheld from prior Applications pursuant to Section 4.1.

§ 12.5.4 Unless the project has phased Substantial Completion dates, the Owner will make only one such inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested

by the Contractor shall be charged to the Contractor at a rate of \$1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, claims, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 12.6.4 Unless the project has phased Final Completion dates, The Owner will make only one such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

§ 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 13.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules, and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Contractor shall provide the Owner with notice of all hazardous substances as regulated by the Comprehensive Environmental and Liability Act as amended and/or regulated under any other applicable law which the Contractor brings on to the site.

§ 13.3 When the storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 13.4 Protect owners, persons, building components not to be demolished or modified, and building grounds from damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.

§ 13.5 Provide protection for the stored materials against wind, storms, cold or heat. At the end of each day's work, cover new work or stored items likely to be damaged.

§ 13.6 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.

§ 13.7 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. This provision does not relieve the Contractor from conforming to the requirements of the Contract Documents or correcting items not compliant with the Contract Documents per applicable laws, statutes, or any regulations, whether they are observable, concealed, or in any other condition or status, nor does this provision in any way limit any warranties, service contractors, or similar agreements with third party service, equipment, or materials providers.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. In addition, the Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent the Contractor from engaging subcontractors to perform various phases of the Project, but the Contractor shall be fully responsible to the Owner for the work, actions, and omissions of all such subcontractors. No person or entity shall be deemed to be a third-party beneficiary of any provisions of the Contract, nor shall any provisions thereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Owner shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents, including specifically Section 15.2.4, or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.2.4 In addition to any test, inspections, and approvals by applicable law or elsewhere in the Contract Documents, Owner shall arrange and bear the costs for the following tests:

1. Building pad and parking lot subgrade proof-roll test
2. Concrete testing
3. Structural Steel Visual Inspection of Bolts and Connections

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 15.4 Venue

Exclusive venue for any dispute arising from this Agreement or relating to this Project shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

§ 15.5 Attorneys' Fees

If either party is required to bring an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

§ 15.6 No Mandatory Arbitration

Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.7 Subject to Applicable Law; Severability

This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Tennessee or of the United States shall not affect the validity of the remainder of this Agreement.

§ 15.8 No Waiver; Cumulative Duties and Remedies

No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or equity.

§ 15.9 Theft-Deterrence Program

The Contractor shall institute a theft-deterrence program designed to restrict construction worker access to properties of the Owner that are currently in use, to maintain supervision of the Contractor's and the Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from the Contractor's forces or the Contractor's subcontractor's forces, as charged and determined by the local authorities having jurisdiction.

§ 15.10 No Construction Against Maker of Modifications

As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 15.11 Independent Contractors

The parties agree that the contractual relationship of the Contractor to the Owner is one solely of an independent contractor in all respects and that the Contract Documents do not in any way create a partnership, joint venture, or any other relationship between the parties other than the contractual relationship as specified in the Contract.

§ 15.12 Binding on Successors and Assigns

This Agreement in its entirety shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators, or assigns.

§ 15.13 Execution

The Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Any signature of or pursuant to the Contract Documents shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile shall subsequently be confirmed by an original re-execution.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

§ 16.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In such case, the Owner will provide the Contractor seven days written notice of intent to terminate. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

§ 16.3.2 The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Owner, this Contract shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Claims and Disputes

§ 17.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 17.1.2 Notice of Claims.

- .1 Claims by either the Owner or the Contractor must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- .2 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a contractor default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 17.1.3 **Continuing Contract Performance.** Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 17.1.4 Claims

- .1 **For Additional Cost.** If the Contractor makes a Claim for an increase in the Contract Sum, written notice to the Owner shall be given before proceeding to execute the Work if practical or within 15 days of any Change Directive. Prior notice is not required for Claims relating to an emergency endangering life or property.
- .2 **For Additional Time.** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice to the Owner shall be given. The Contractor's Claim shall include an estimate of

cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions that were clearly abnormal for the period of time such that they could not have been reasonably anticipated and clearly had an adverse effect on the scheduled construction.

- A. Claims for increase in the Contract Time shall set forth, in detail the circumstances that form the basis for the Claim, the date upon which the cause of the delay began to affect the progress of the Work, the date upon which the cause of delay ceased to affect the progress of the Work, and the number of days increased in the Contract Time claimed as a consequence of each cause of delay.
- B. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all of the activities affected by the circumstances forming the basis of the claim. The Contractor shall not be entitled to a separate increase of the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the work, or for concurrent delays due to the fault of the Contractor.

§ 17.1.5 Initial Decision on Claims Made by Contractor

- .1 The Owner will make an initial decision on all claims submitted by the Contractor. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered.
- .2 The Owner will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party, (ii) reject the Claim in whole or in part, (iii) approve the Claim, (iv) suggest a compromise, or (v) advise the Contractor that the Owner is unable to resolve the Claim because the Owner lacks sufficient information to evaluate the merits of the Claim.
- .3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist Owner in rendering a decision.
- .4 The Owner will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (i) be in writing; (ii) state the reasons therefor; and (iii) notify the Contractor of any recommended Change Order.

§ 17.1.6 Mediation.

- .1 Claims, disputes, or other matters in controversy arising out of or related to the contract not resolved by the Initial Decision-Making process, nor waived under this Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.
- .2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.
- .3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- .4 Exceptions:
 - A. Neither the Owner nor Contractor are not be required to mediate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the Owner and Contractor.
 - B. The Owner or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the first requesting mediation.

- C. This section 17.1.6 does not apply to, and may not be construed to require mediation of, any claims, actions or other process undertaken, filed, or issued by the City of Murfreesboro Building and Codes Department, Planning Department, Police Department, Fire Department, or any other agency of the Owner (the City) acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

§ 17.1.7 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation per this agreement, the method of binding dispute resolution shall be litigated only in a Rutherford County court of competent jurisdiction.

« »

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)

«Shane McFarland, Mayor »

(Printed name and title)

CONTRACTOR (Signature)

«Brady Turner Owner, »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Parks and Recreation Department

Opened April 16, 2025

**Bid Tabulation Sheet For
ITB-36-2025 – Roof Replacement at Cannonsburgh Village Haynes Museum**

Contractors	Price	GC Form/ License	Iran /Israel	Non- Collusion Affidavit	Drug Free Workplace	References	Signature Sheet	Vendor Info Sheet
Porter Roofing Contr Inc	\$114,977.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Rice Construction Co LLC	\$98,012.25	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Turner Construction Services	\$75,485.64	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Recommend Award to:

Amount of:

Bid Opened by: Megan Strode / Senior Purchasing Analyst

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: Retail Liquor Certificate of Compliance – Longhorn Liquor Store

Department: Finance

Presented by: Erin Tucker

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

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Background Information

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Osama Dous and Mina Boktor for the Longhorn Liquor Store at 3210 Memorial Blvd, which is a location and ownership change for a retail liquor store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: Main Street Banner Request
Department: Street Department
Presented by: Raymond Hillis, Executive Director
Requested Council Action:

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

Summary

Consider request from North Boulevard Church of Christ to hang a banner over East Main Street.

Staff Recommendation

Approve banners to be displayed as follows:

1. North Boulevard Church of Christ, May 20,2025 to May 30,2025, to promote their 5th annual SING! event

Background Information

North Boulevard Church of Christ SING! Event is in it's 5th year and is a joint effort between two congregations from different cultures and backgrounds to bring not only their churches but the community together for a night of worship and music. SING! is a celebration of unity through song and scripture.

Council Priorities Served

Establish strong City brand

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

Fiscal Impact

None.

Attachments

1. Letter of request from North Boulevard Church of Christ



East Murfreesboro | Church Offices
1112 N Rutherford Blvd, Murfreesboro, TN 37130
(615) 893-1520 | northboulevard.com

April 28, 2025

Murfreesboro City Council

Dear Council Members,

We are once again writing for permission to hang our event signage across Main Street beginning May 20 through May 30, 2025. As with previous years, we plan to use the banner to promote our 5th annual SiNG! Event at McKnight Park on the evening of May 30 beginning at 7:00 pm featuring a night of worship with Hwy 231 Church and North Boulevard Church.

SiNG! is a celebration of unity and community through song and scripture featuring singers, ministers, and leaders from Hwy 231 Church of Christ and North Boulevard Church of Christ. Once again, our goal is to reach people across Middle Tennessee with songs of joy and hope. The banner helps us spread the word that all are invited to come and enjoy this evening in the park.

Thanks for your consideration!

Jane Herring
North Boulevard Church

jph

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: West Point Subdivision and Future Road Impact Fees
Department: Administration
Presented by: Sam Huddleston

Summary

Review multiple issues in West Point Subdivision and consider use of future anticipated roadway impact fees to resolve construction of Warrior Drive and making improvements to Beasie Rd. and Warrior Dr. intersection.

Background Information

Murfreesboro has been working with the developer Mickey Mitchell on the West Point Subdivision for the past 16 years. The Outpost Armory opened its doors on Beasie Rd. in 2009. Since that time RaceTrac opened in 2019, U-Haul opened in 2020, and Lazydays RV and Costco opened in 2021.

Pending developments are expected to open in the next two years; specifically, Floor and Decor and Living Spaces.

CINTAS is currently seeking approval from the City's Planning Department to proceed with their development off of Beasie Rd. CINTAS appears to have purchased the property in 2018; however, due to COVID, they elected to delay their project until the past few months. Their new facility is intended to relieve the pressure on their north Nashville facility and Huntsville, AL facility.

The challenge with CINTAS is that per the City's subdivision regulations, any major thoroughfare improvement adjacent to the property is required to be built by the development. CINTAS has stated they believe the 350 linear feet of Warrior Dr. on their northern boundary is unnecessary to the opening of their facility and should be built by others; either Mr. Mitchell or the City. They stated resolutely that they would have to relocate this facility to another City should Murfreesboro require them to build Warrior Dr.

Additionally, the current intersection of Warrior Dr. and Beasie Rd. will be in a failing condition when Floor and Décor and Living Spaces introduces new traffic counts at that intersection. CINTAS will exacerbate that failing condition if it comes to fruition.

In an effort to try and remedy the Warrior Dr. and Beasie Rd. intersection as well as keep CINTAS in Murfreesboro, staff is recommending the Council consider using future road impact fees generated by West Point S/D to fund necessary roadway and intersection improvements. A report is attached along with CINTAS economic impact summary to clarify some of the issues in this subdivision and the available funds to remedy the traffic concerns.

Council Priorities Served*Improve Economic Development*

Using future road impact fees is a creative way to remove certain transportation and roadway construction barriers that will allow retail and industrial development to continue inside the City.

Fiscal Impacts

Potential use of future estimated road impact fees in the amount of \$1.28 million.

Attachments

West Point S/D Presentation

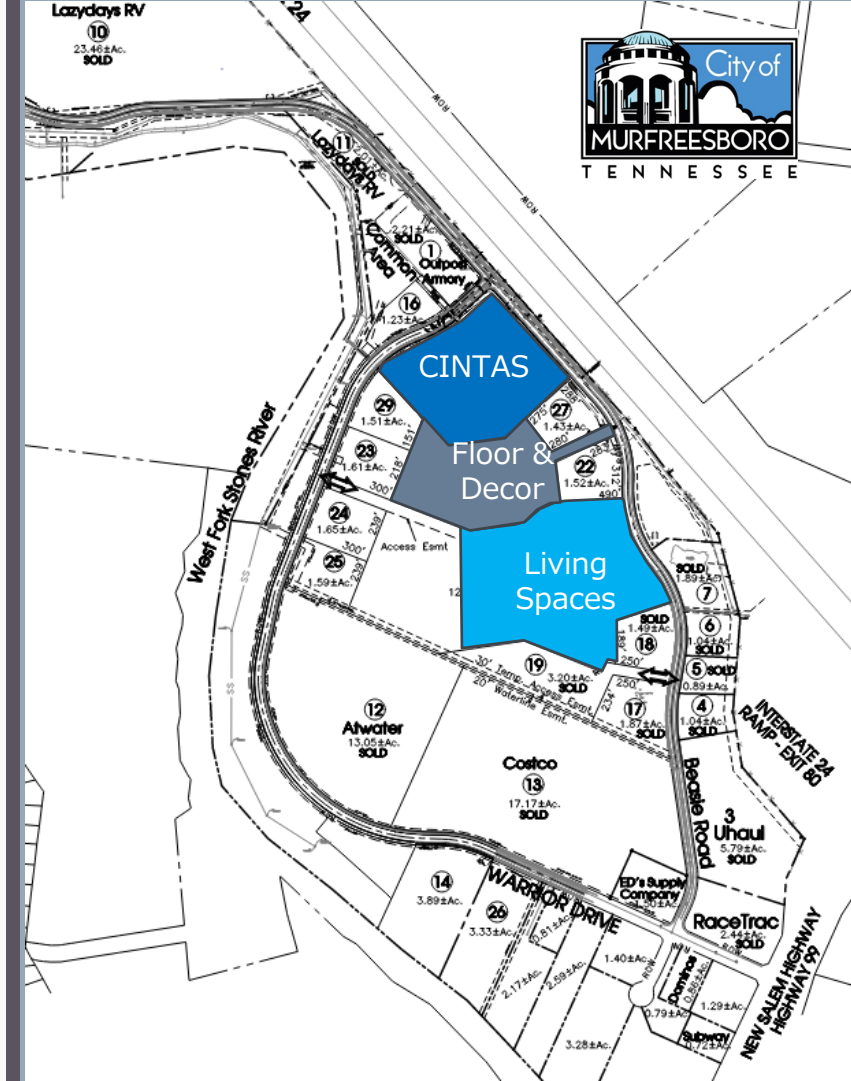
CINTAS Economic Impact Summary

Cintas Economic Impact Summary'
April 2024

- Cintas purchased the 7-acre lot in January 2020 for \$2,525,000
- Cintas received a PILOT through the IDB which transferred the property to the IDB in March 2021.
- No property taxes have been paid since March 2021 and PILOT will not initiate until CINTAS occupies and furnishes a building.
- Cintas/IDB/Chamber reported the following approximate economic information to analyze the PILOT in 2021/2022.
 - Capital Investment - \$20.75 M
 - Personal Property - \$11M
 - 144 jobs @ \$64,819/per person per year
 - Local Option Sales Tax Over 5 years - \$4.1M
 - City Property Taxes Abated over 5 years - \$162,000
- Proposed Building 63,000 sf would generate an estimated \$39,400 in road impact fees
-

Murfreesboro's Current Investment in West Point S/D Off New Salem Hwy

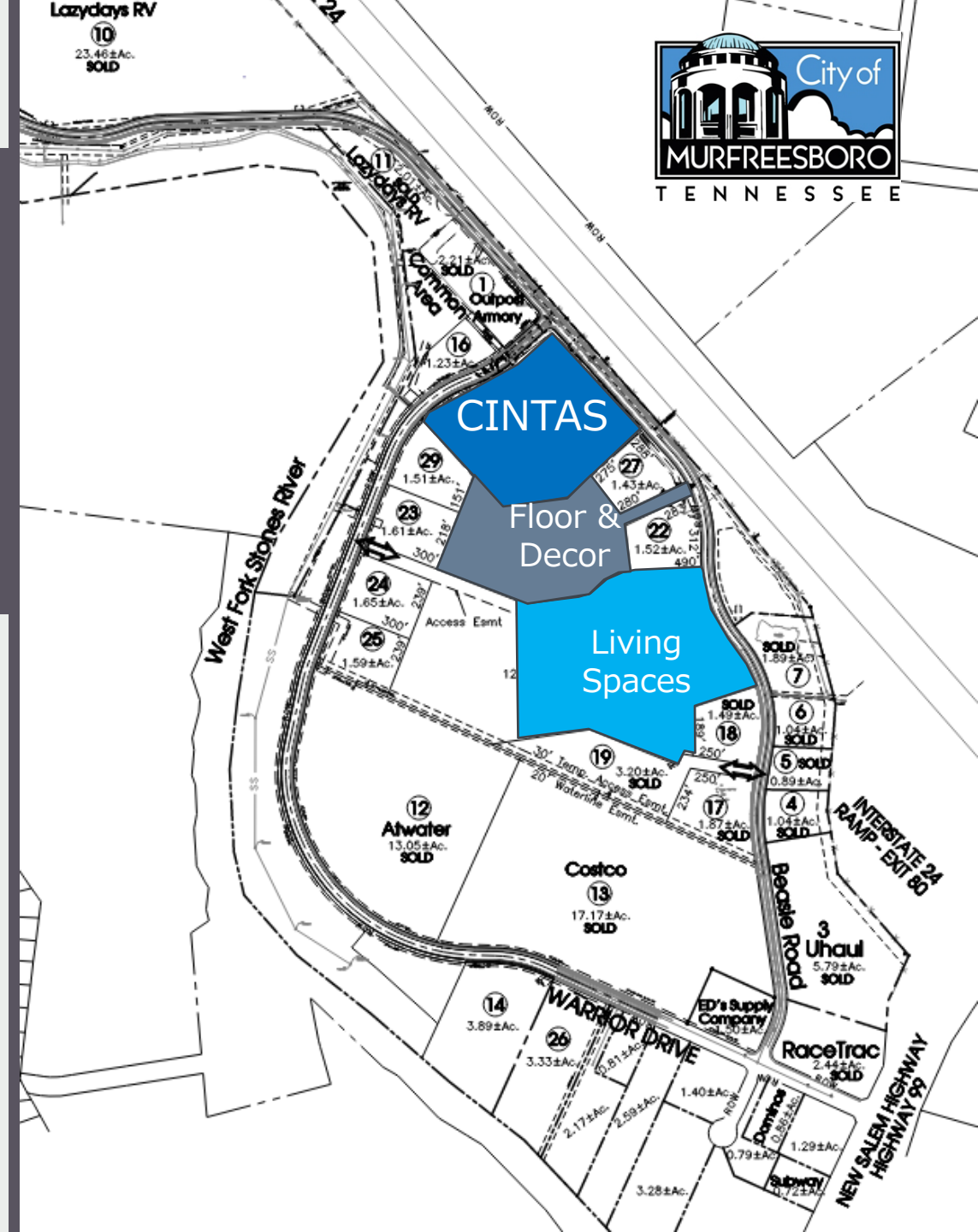
- \$111,500 on Beasie Rd. maintenance and repairs
- \$1,001,800 on Warrior Dr. / Hwy 99 intersection widening
- \$8,642,700 on Tommy Bragg Drive Construction (Bridge over the Stones River)



WEST POINT S/D

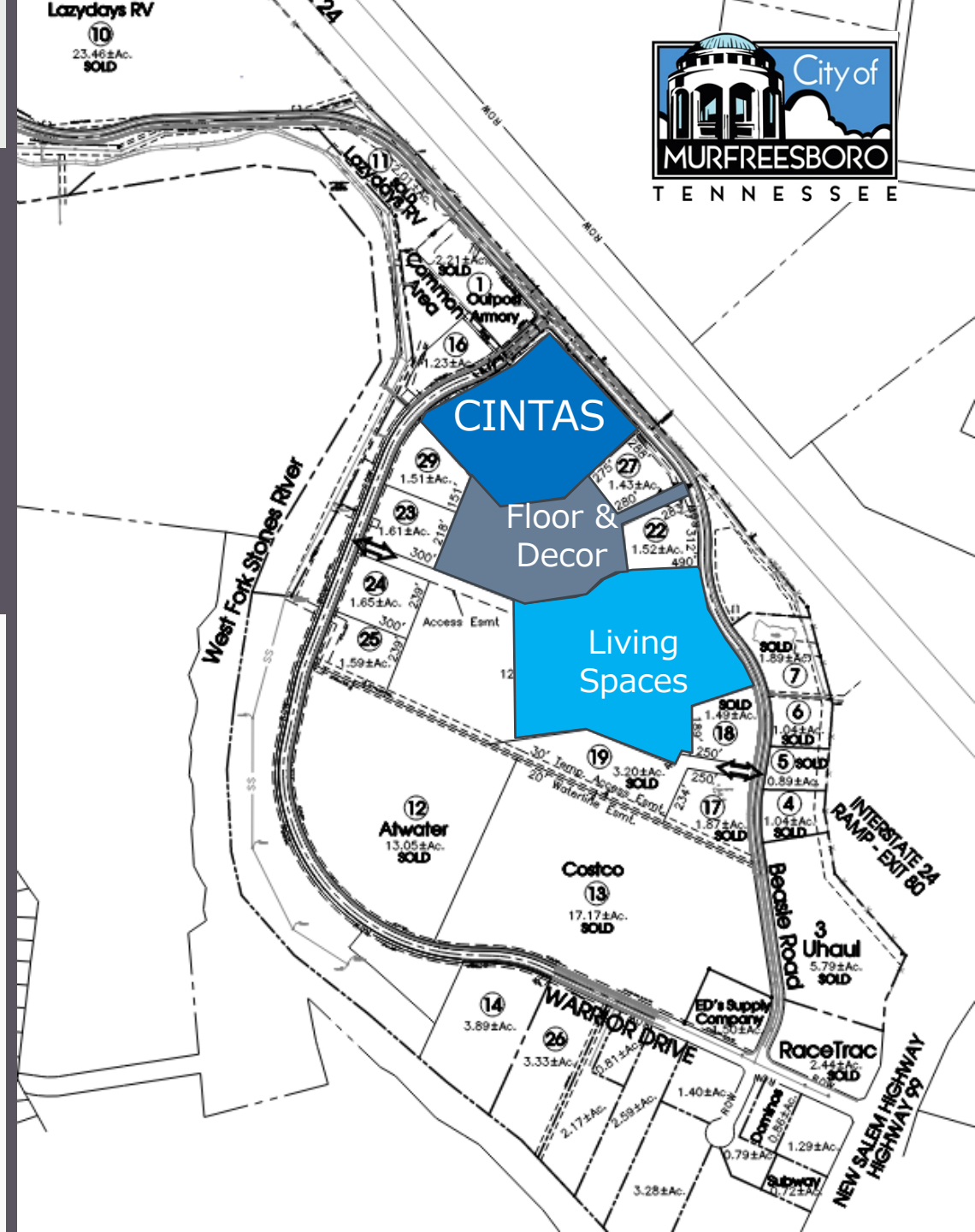
Multiple Issues Need to be resolved in this Subdivision to mitigate necessary roadway construction and intersection improvements for:

- Current Approved Developments
 - Floor and Décor
 - Living Spaces
- Developments Seeking Approval
 - CINTAS



WEST POINT S/D

The specific roadway construction issues involve Warrior Dr. extension and Warrior Dr. / Beasie Rd. intersection improvements. Using future anticipated roadway impact fees from this subdivision can fund these improvements.



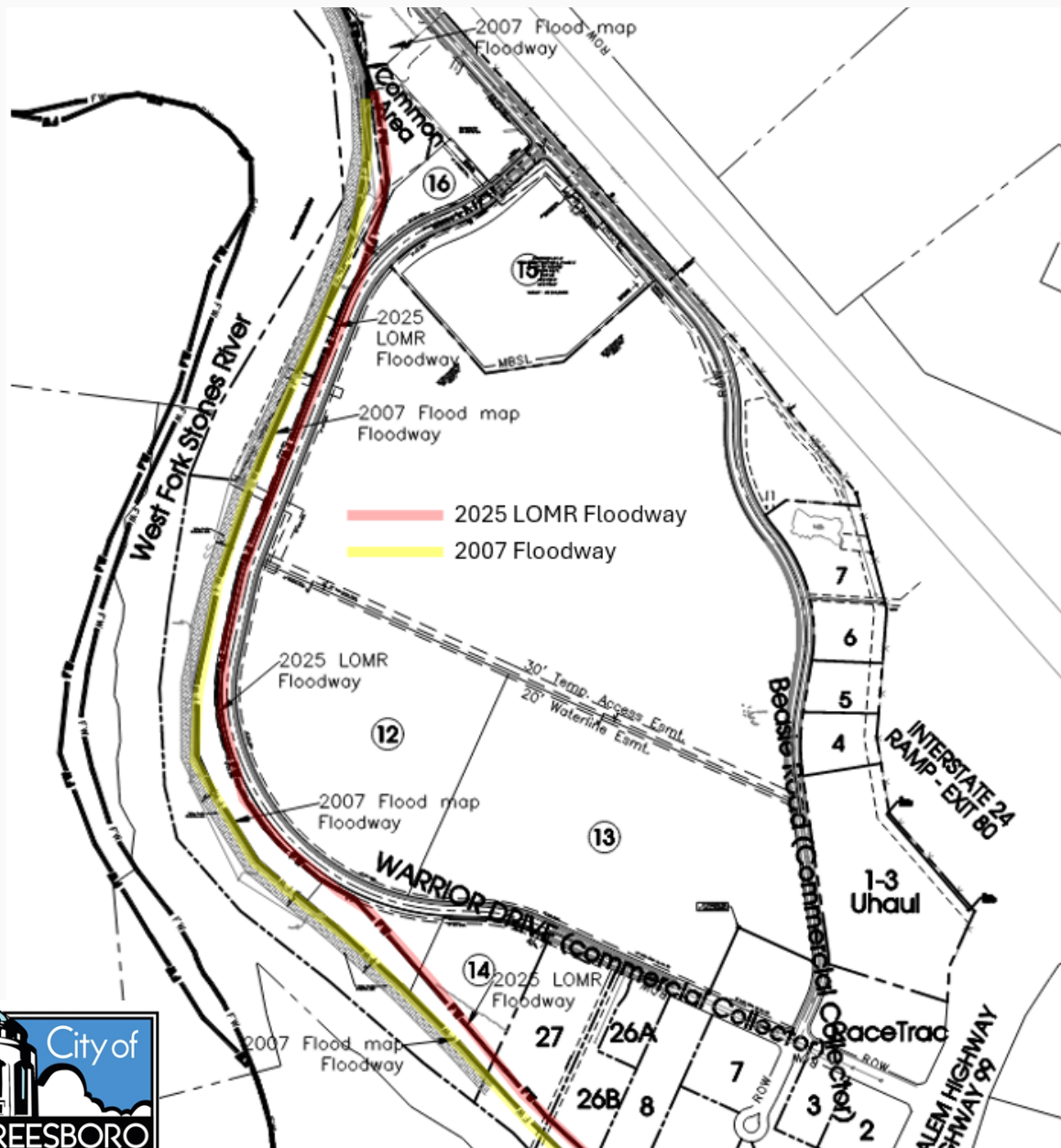
Future Estimated Roadway Impact Fees, \$1.28 million

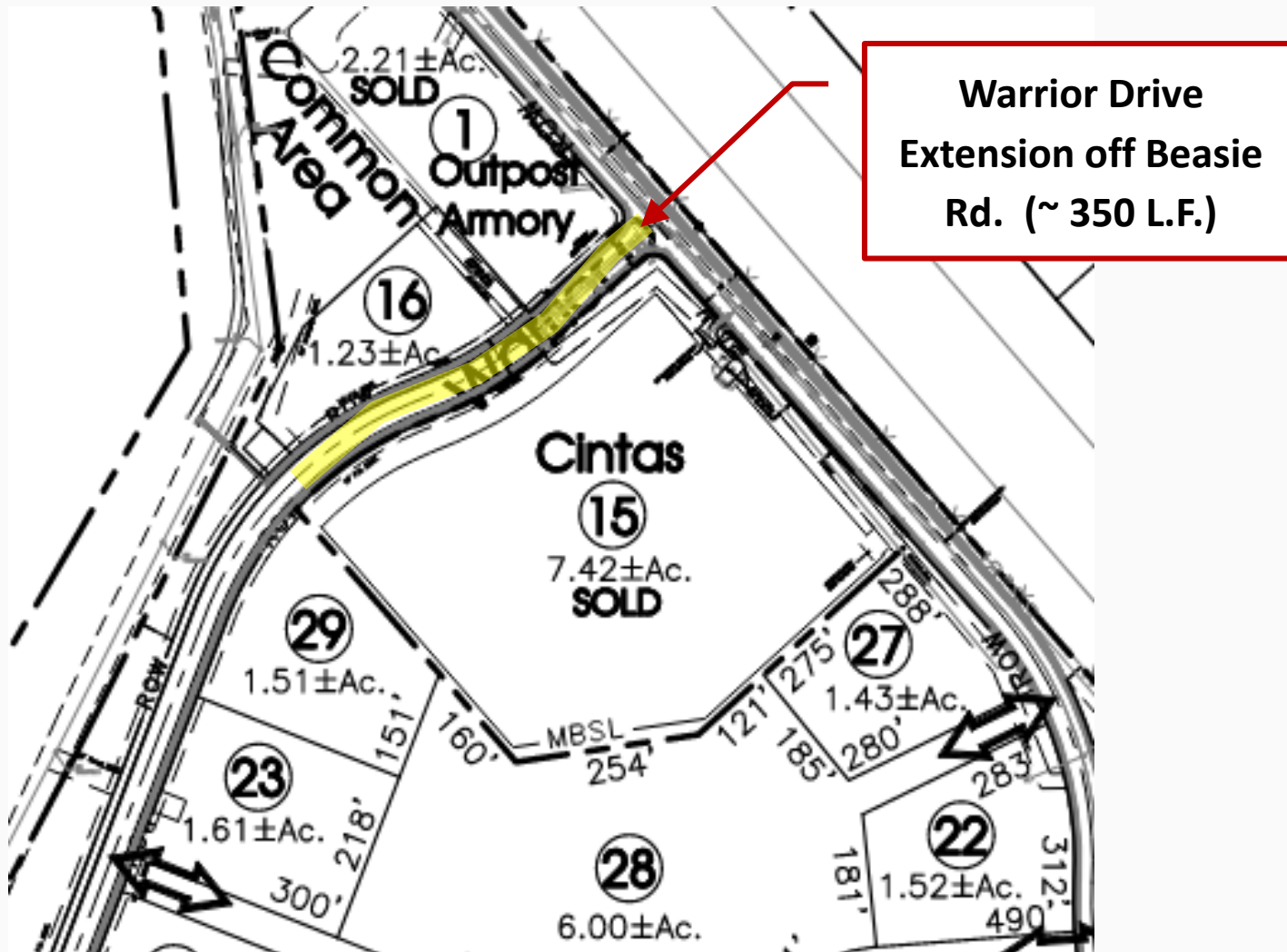
West Point Subdivision							
Lot Num.	Acerage	Building Sq. Ft.	Use Assumed	Impact Fee per sq. ft.	Impact Fee	Road %	Road Impact Fee
4	1.04	6,103	Retail/Commercial	\$5.03	\$30,698	66.024%	\$20,268
5	0.89	6,103	Retail/Commercial	\$5.03	\$30,698	66.024%	\$20,268
6	1.04	6,103	Retail/Commercial	\$5.03	\$30,698	66.024%	\$20,268
7	1.89	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
12	13.05	104,326	Industrial	\$0.98	\$102,657	66.024%	\$67,778
14	3.89	11,200	Retail/Commercial	\$5.03	\$56,336	66.024%	\$37,195
15	7.42	71,805	Industrial	\$0.98	\$70,656	66.024%	\$46,650
18	1.49	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
20	1.66	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
21	2.46	43,548	Retail/Commercial	\$5.03	\$219,046	66.024%	\$144,623
22	1.52	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
23	1.61	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
24	1.65	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
25	1.59	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
26 Flag	12.6	132,000	Retail/Commercial	\$5.03	\$663,960	66.024%	\$438,373
26 Warrior	3.33	11,200	Retail/Commercial	\$5.03	\$56,336	66.024%	\$37,195
27	1.43	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
28	6	59,879	Retail/Commercial	\$5.03	\$301,191	66.024%	\$198,859
29	1.51	6,990	Retail/Commercial	\$5.03	\$35,160	66.024%	\$23,214
Warrior Flag	2.17	11,200	Retail/Commercial	\$5.03	\$56,336	66.024%	\$37,195

Warrior Drive Affected by New 2025 Floodway

\$1.28M in future road impact fees could help offset construction costs of Warrior Dr. to remove it outside the new Floodway.

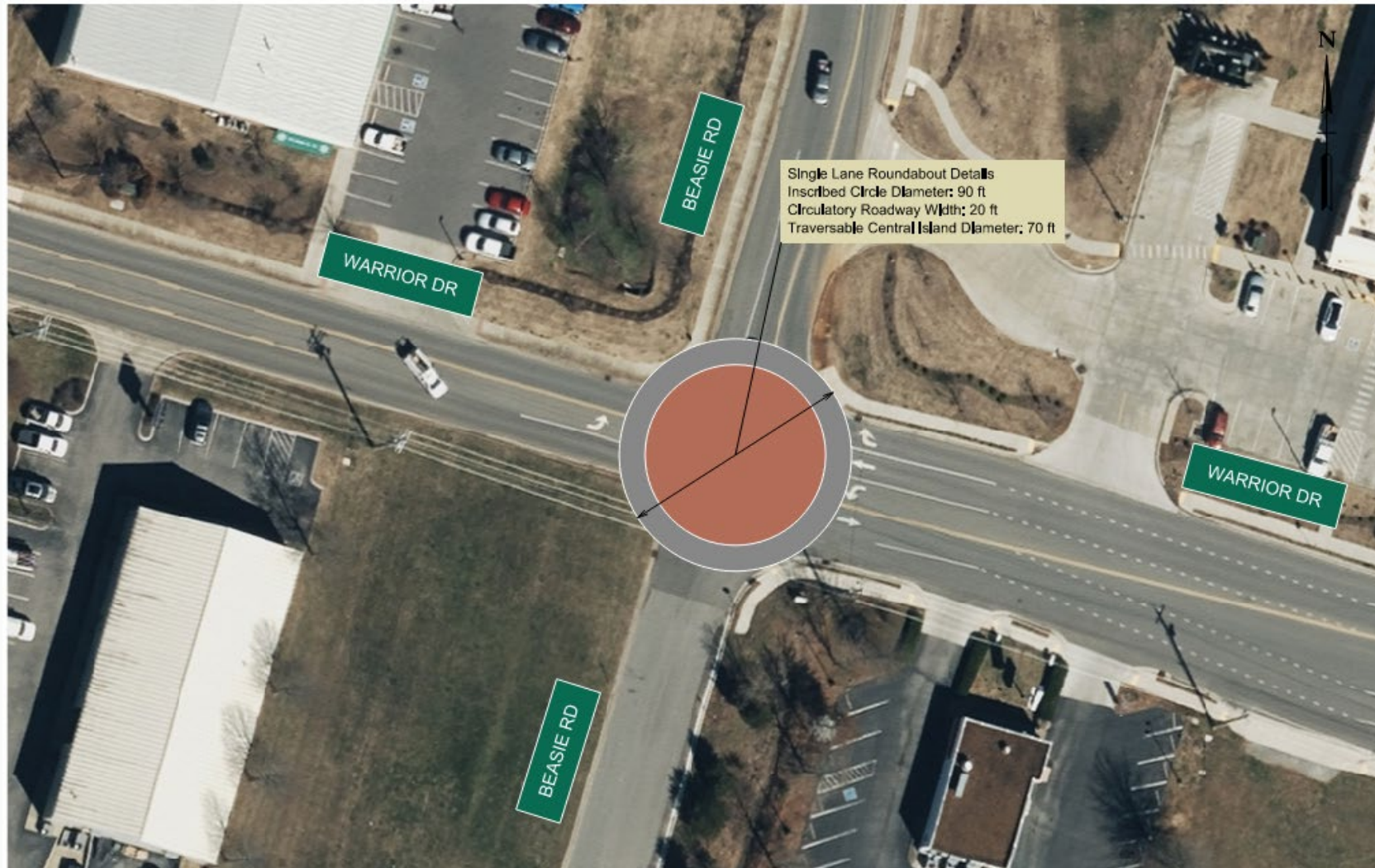
Estimated relocation costs at \$950,000





Section of Warrior Dr. Required to be Constructed as part of CINTAS

\$1.28M in future road impact fees could help offset construction costs of approximately 350 linear feet of Warrior Dr. estimated at \$350,000. **CINTAS** has stated they will relocate their facility out of Murfreesboro if they are required to build this section of roadway



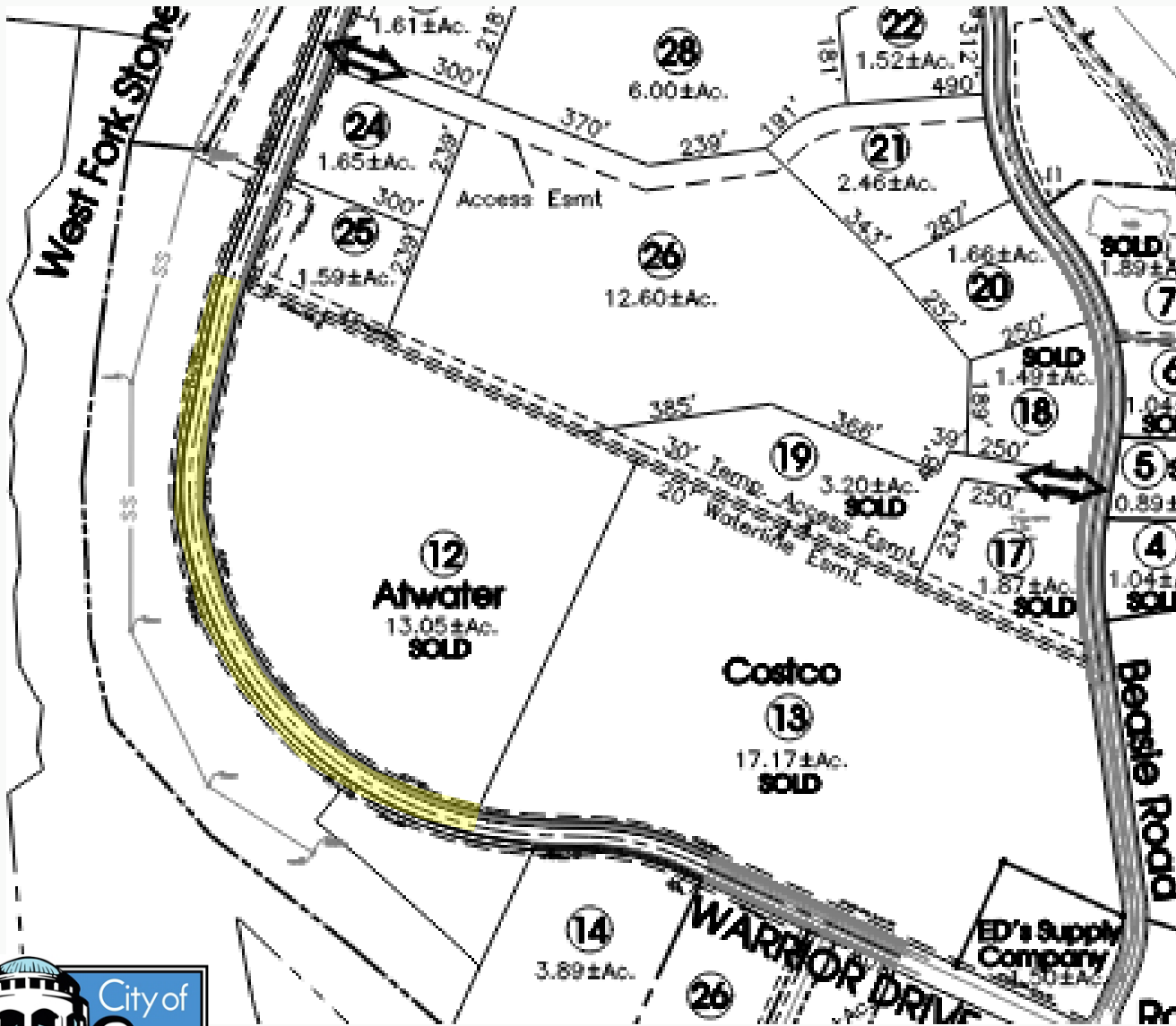
Warrior Dr. and Beasie Rd. Intersection Improvements are Needed

\$1.28M in future road impact fees recommended to fund \$550,000 roundabout.

Current intersection is failing on left turn from Beasie to Warrior

Future Atwater Site will also be required to construct section of Warrior Dr.

If CINTAS section of Warrior Dr. is built using future road impact fees, will the City do the same for Atwater or others?



Staff Recommendations



➤ Using future anticipated roadway impact fees:

- *Fund the roundabout for \$550,000*
- *Consider funding the section of Warrior Dr. along the CINTAS Development for \$350,000*
- *Consider providing any future development required to construct a section of Warrior Dr. all or a portion of the remaining future impact fees, or \$380,000.*
- *Consider participating in building a retaining wall for the portion of Warrior Dr. to avoid encroaching into the new 2025 Floodway limits using general fund reserves or some other revenue source (cost unknown).*

Next Steps Involved



➤ **Should the Council choose to move forward with staff recommendations:**

- *City Engineering will design the roundabout at Beasie and Warrior and construct using the City's annual maintenance contract. A work order will be developed for City Council review and approval at a later date.*
- *City Administration and Legal will construct a development agreement for City Council review and approval with CINTAS to construct 350 linear feet of Warrior Dr.*
- *Future agreements will be developed for Council review and approval as progress occurs in West Point S/D.*

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: Fire Stations 12 and 13 Presentation

Department: Fire

Presented by: Chief Mark McCluskey

Summary

Presenting analytics of proposed Fire Stations 12 and 13

Background Information

Emergency response time is critical when responding to fire, rescue, and medical emergencies. Delays significantly increase the risk to life and property, especially in rapidly growing areas. Two key areas in Murfreesboro experience extended response times due to current fire station coverage. The department recommends establishing two additional fire stations: Station 12 on Joe B. Jackson Parkway and Station 13 on Veterans Parkway. Adding these fire stations will enhance response efficiency and strengthen public safety infrastructure.

Council Priorities Served

Maintain public safety

Constructing Stations 12 and 13 will enhance emergency response times for the citizens of Murfreesboro, particularly in areas of the city that have experienced significant growth in recent years.

Attachments

Fire Stations 12 and 13 Proposal



Fire Stations 12 and 13 Proposal

Response Zone Analysis



Murfreesboro Fire Rescue Department

2140 N. Thompson Ln. | Murfreesboro, TN 37129 | 615-893-1422

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Fire Stations 12 and 13 Proposal

Introduction

Emergency response time is critical in mitigating fire, rescue, and medical emergencies. Delays significantly heighten the risk to life and property, especially in rapidly growing urban areas. Currently large areas of Murfreesboro experience extended emergency response times due to current fire station coverage. This proposal recommends establishing two additional new fire stations—Fire Station 12 (Joe B. Jackson Parkway) and Fire Station 13 (Veterans Parkway)—to enhance response efficiency and strengthen public safety infrastructure.

Fire Station 12 - Joe B. Jackson Parkway

Analysis of Current Response Deficiencies

The outlined Fire District 12 spans 4.04 square miles and is currently served by two Fire Stations, Fire Station 2, and Fire Station 3.

Fire Station 2

Located at 2880 Runnymede Drive. Station 2 provides coverage for the western section of the proposed Fire District 12.

Fire Station 3

Fire Station 3 is located at 1511 Dr. Martin Luther King Jr. Blvd. Station 3 provides coverage for the eastern section of the proposed Fire District 12.

Empirical response data highlights substantial inefficiencies

The National Fire Protection Association (NFPA) 1710 provides the standard of four (4) minute response time to have fire apparatus on scene.

Fire Station 2: 90th percentile response time stands at 11 minutes 48 seconds, exceeding the National Fire Protection Association (NFPA) 1710 standard of 4 minutes.

Fire Station 3: 90th percentile response time reaches 12 minutes 00 seconds.

Aggregated Response Time: 12 minutes 35 seconds for emergency calls within the designated area.

Response Time Analysis – Fire District 12 (Joe B. Jackson) – 2023 & 2024

Responding Station	90 th Percentile Response Times
Fire Station 2	11 minutes 48 seconds
Fire Station 3	12 minutes 00 seconds
Combined	12 minutes 35 seconds

Table 1. Total response times from current stations, 2 & 3, covering the proposed area for 2023 & 2024.

Total Call Numbers within the Proposed Fire District 12 (Joe B. Jackson) – 2023-2024

Incident Type Category	Total Responses
Fire	198
Rescue and EMS	499
Good Intent Calls	205

Table 2. Shows the monthly average for each Incident Type Category (period covers 24 months) for current stations, 2 & 3, covering the proposed area.

Projected Demographic Growth and Infrastructure Needs

- Current Population: 2,677 residents
- Daytime population: 3,321 residents and workers
- Forecasted Growth: 3,170 residents by 2028
- Households: 939 single and multifamily combined
- Businesses: 41 most consisting of heavy industrial
- Economic Indicators:
- Median household income: \$101,522
- Median home value: \$421,642

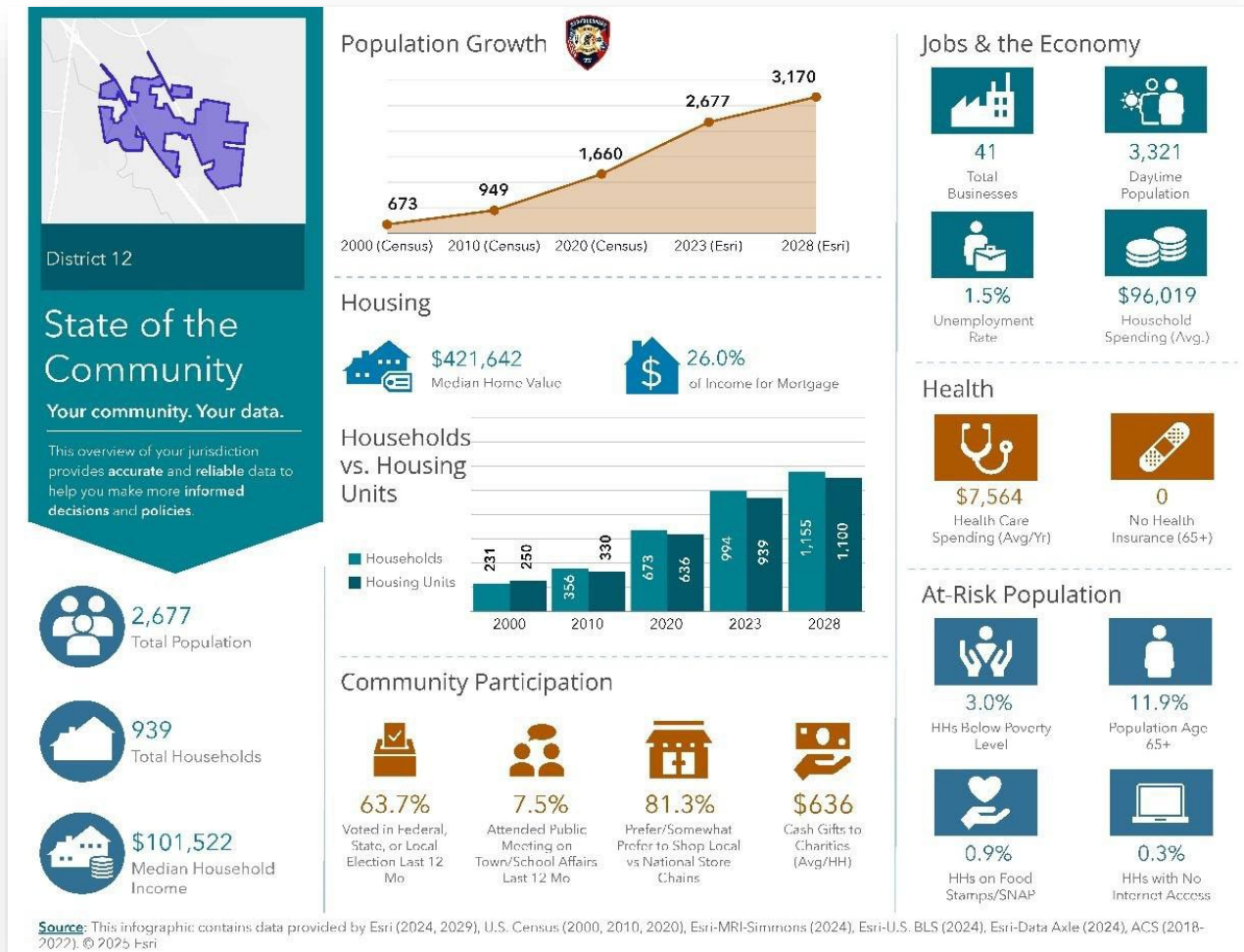


Figure 1 State of the Community infographic provided by ESRI (with ESRI Business License) for the District 12 Joe B. Jackson Parkway) coverage area.

Proposed Solution: Establishment of Fire Station 12

Strategically built Fire Station 12 within Fire District 12 will:

- Ensure response times align with NFPA 1710 standards.
- Enhance emergency intervention capabilities, reducing casualties and property damage.
- Support the growing demands of an expanding residential and commercial district.

Fire Station 13 – Veterans Parkway

Analysis of Current Response Deficiencies

The outlined Fire District 13 spans 2,94 square miles and is currently served by two Fire Stations, Fire Station 5, and Fire Station 11.

Fire Station 5

Located at 3006 Florence Road. Station 5 provides coverage for the northwestern section of the proposed Fire District 13.

Fire Station 11

Located at 3924 Blaze Drive. Station 11 provides coverage for the southeastern section of the proposed Fire District 13.

Empirical response data highlights substantial inefficiencies

The National Fire Protection Association (NFPA) 1710 provides the standard of four (4) minute response time to have fire apparatus on scene.

Fire Station 11: 90th percentile response time stands at **12 minutes 06 seconds**, exceeding the National Fire Protection Association (NFPA) 1710 standard of 4 minutes.

Fire Station 5: 90th percentile response time reaches **10 minutes 26 seconds**.

Aggregated Response Time: **11 minutes 28 seconds** for emergency calls within the designated area.

Response Time Analysis – Fire District 13 (Veterans Parkway) – 2023-2024

Responding Station	90 th Percentile Response Times
Fire Station 5	12 minutes 06 seconds
Fire Station 11	10 minutes 26 seconds
Combined	11 minutes 28 seconds

Table 3. Total response times from current stations, 2 & 3, covering the proposed area for 2023 & 2024

Average Monthly Incident Numbers – Fire District 13 (Veterans Parkway) – 2023-2024

Incident Type Category	Total Responses
Fire	303
Rescue and EMS	538
Good Intent Calls	227
Severe Weather	10

Table 4. Shows the monthly average for each Incident Type Category (period covers 24 months) for current stations, 2 & 3, covering the proposed area.

Projected Demographic Growth and Infrastructure

- Current Population: 9,068 residents
- Daytime Population: 5,490 residents and workers
- Forecasted Growth: 10,542 residents by 2028
- Households: 2,895 single and multifamily homes
- Businesses: 54
- Economic Indicators:
 - Median household income: \$107,684
 - Median home value: \$458,412

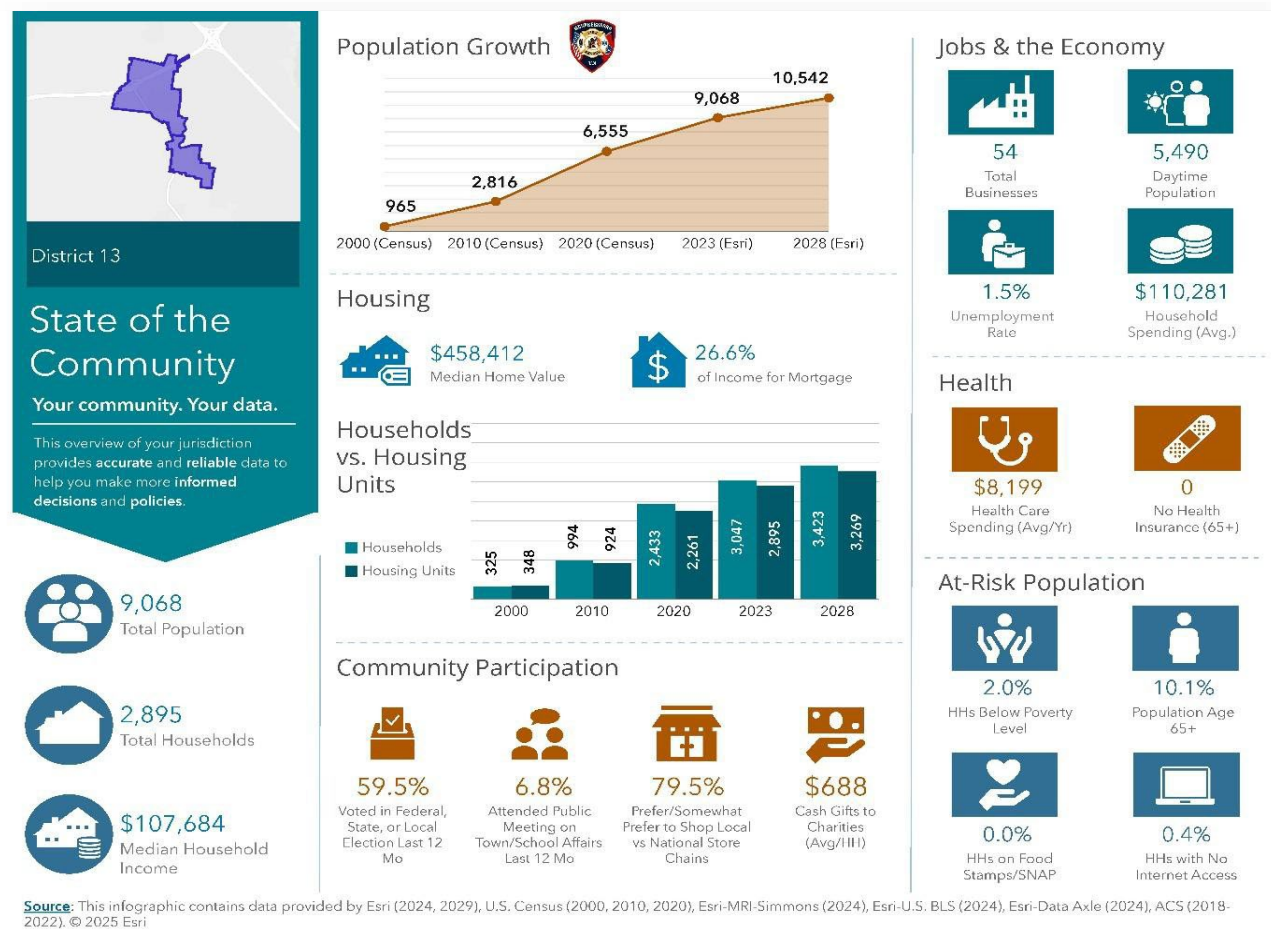


Figure 2 State of the Community infographic provided by ESRI (with ESRI Business License) for the District 13 (Veterans Parkway) coverage area.

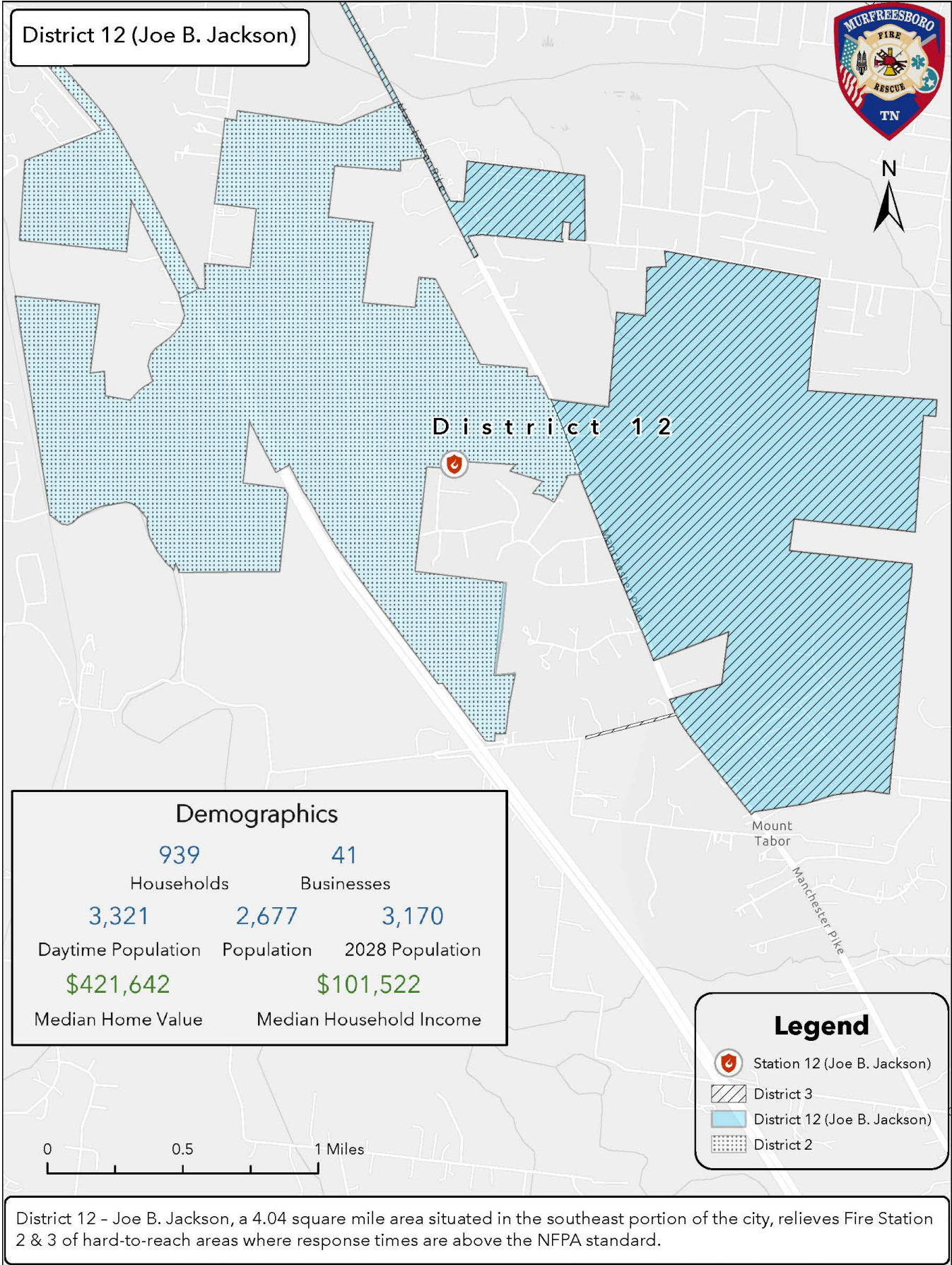
Proposed Solution: Establishment of Fire Station 13

Strategically built Fire Station 13 within Fire District 13 will:

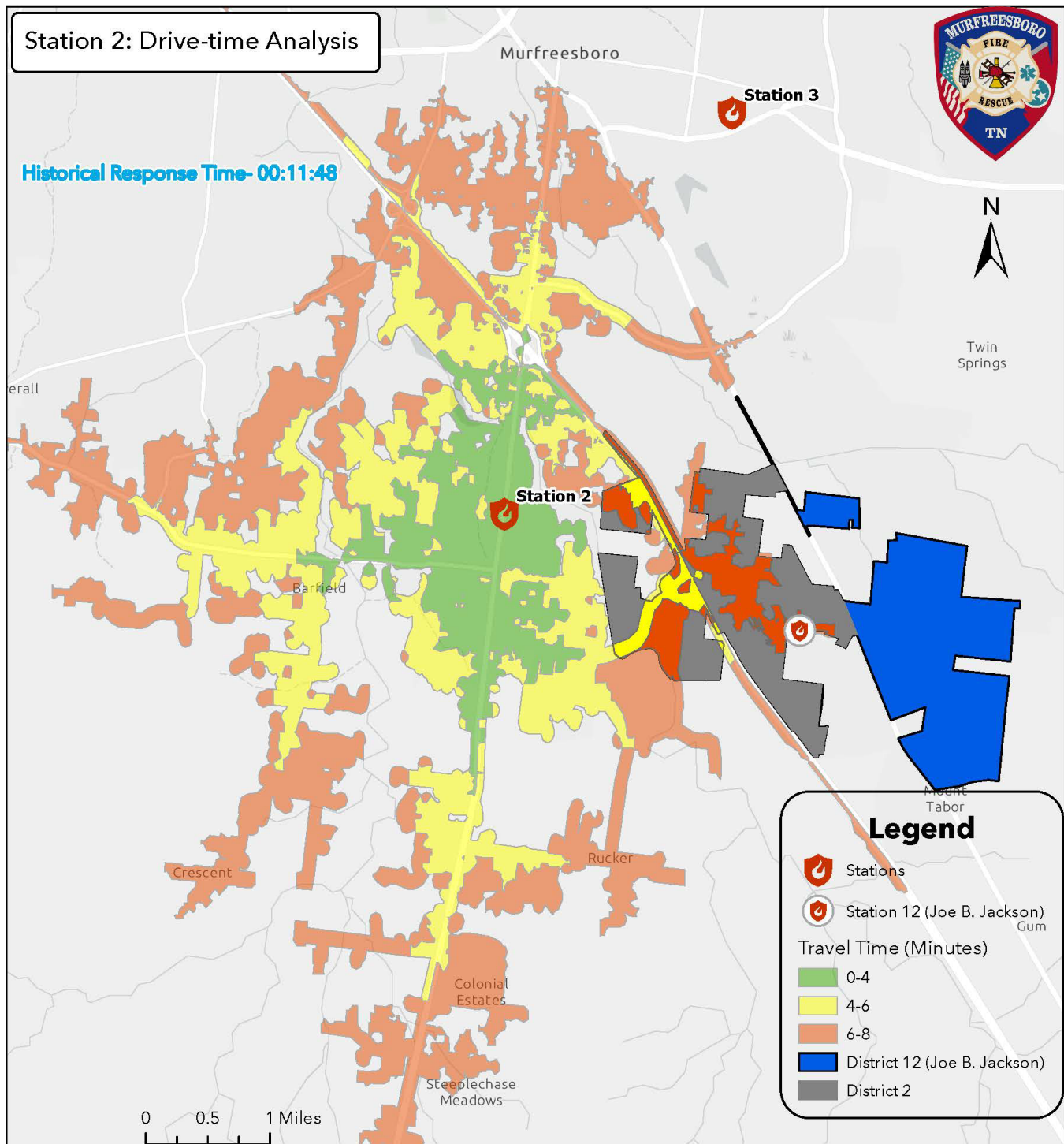
- Align response times with NFPA 1710 standards.
- Enhance emergency intervention efficacy, minimizing casualties and property damage.
- Accommodate the increasing demands of a growing residential and commercial district.

Conclusion

The establishment of Fire Stations 12 and 13 marks a strategic enhancement of the City's emergency response infrastructure. By addressing critical response deficiencies, these two new Fire Stations will significantly improve public safety, ensuring faster and more effective emergency interventions.



Station 2: Drive-time Analysis



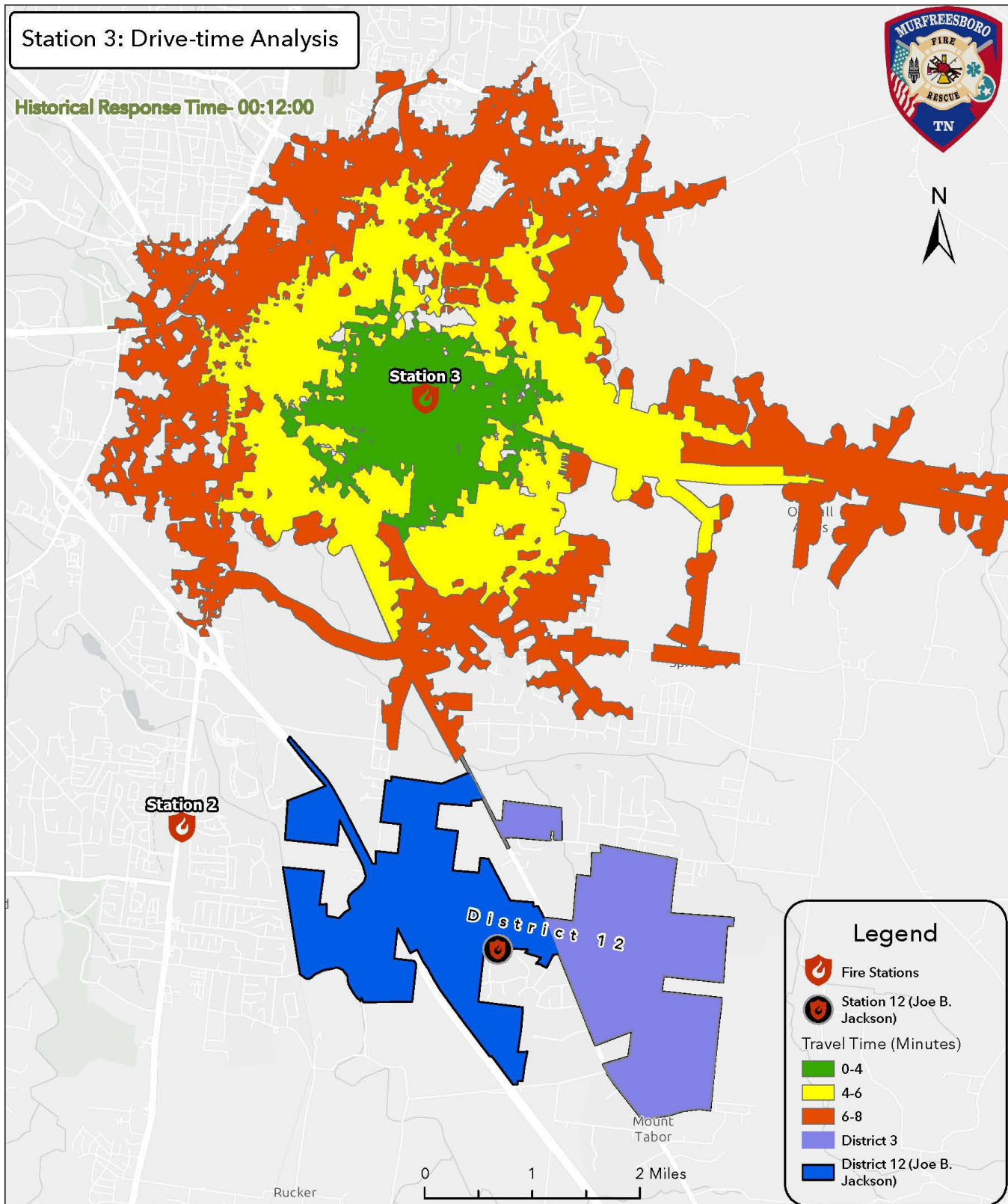
Station 2 currently serves the western portion of proposed District 12 (Joe B. Parkway) and has response times well beyond the NFPA standard of 4 minutes.

Apparatus level response time data from 2023 & 2024, filtered to only show responses from Station 2 into District 12 (Joe B. Parkway) was used to calculate a total response time. The 90th Percentile total response time is 11 minutes 48 seconds.

Travel-time analysis was also conducted using ESRI's road network, seen in map above. It indicates Station travel time into this region is beyond 4 minutes, offering limited travel area in 4-8 minutes, with most of the area having a travel time over 8 minutes.

Station 3: Drive-time Analysis

Historical Response Time- 00:12:00



Legend

- Fire Stations
- Station 12 (Joe B. Jackson)
- Travel Time (Minutes)
 - 0-4
 - 4-6
 - 6-8
 - District 3
 - District 12 (Joe B. Jackson)

Station 3 currently serves the eastern portion of proposed District 12 (Joe B. Parkway) - marked on map. Drive-time analysis from Station 3 outwards indicates travel time to its southeastern service area is over 8 minutes, well beyond the standard of 4 minutes, set by NFPA Standard 1710. In fact, response data from 2023 and 2024, limited to Station 3 responses into the new proposed area, shows a total response time of 12 minutes 00 seconds (90th percentile).

District 13 - Veterans



District 13

Foxridge

Demographics

2,895	54	
Households	Businesses	
5,490	9,068	10,542
Daytime Population	Population	2028 Population
\$458,412	\$107,684	
Median Home Value	Median Household Income	

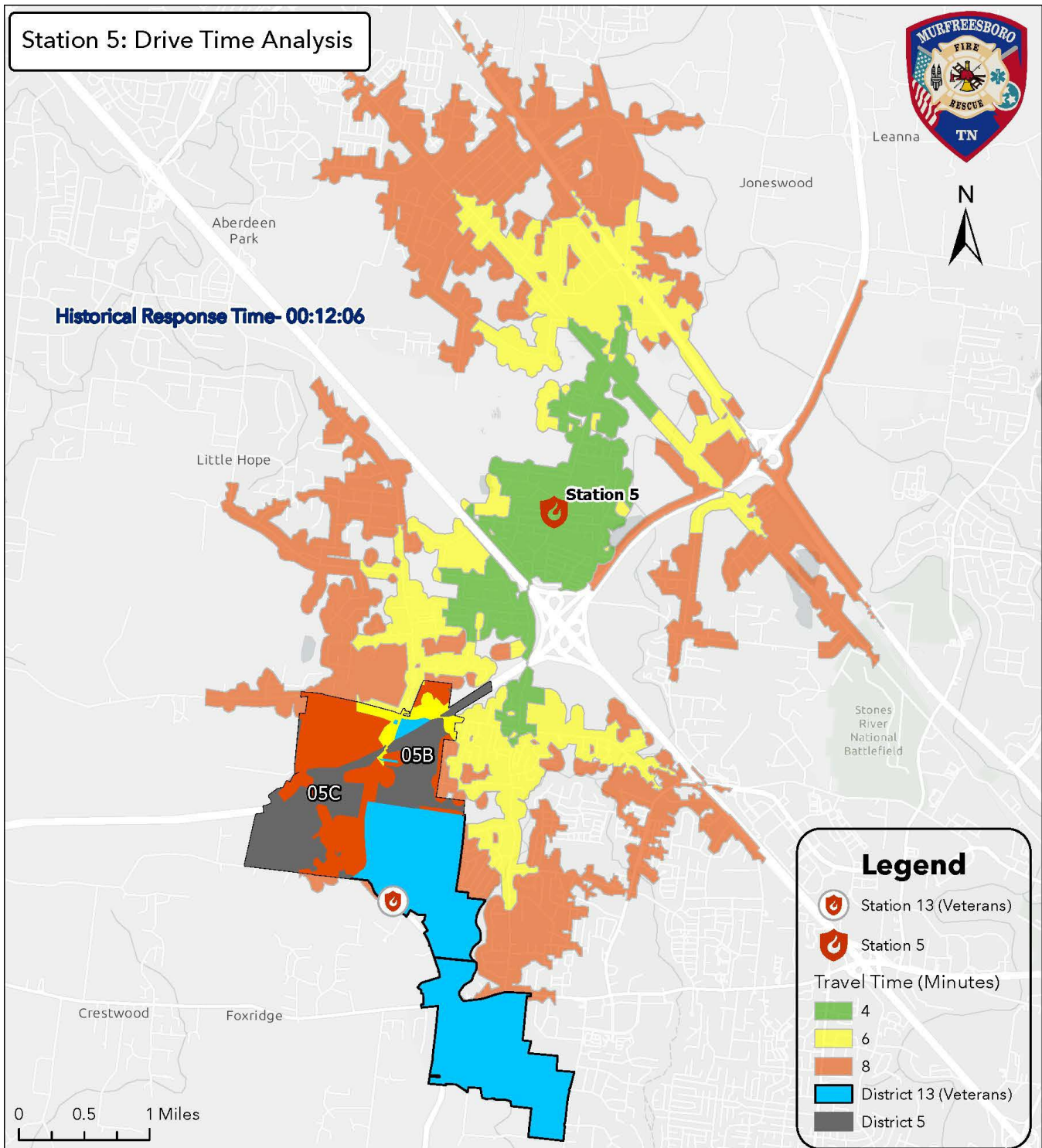
0 0.5 1 Miles

Legend

- Station 13 (Veterans)
- District 13 (Veterans)
- District 11
- District 5

District 13 - Veterans, a 2.94 square mile area situated in the western portion of the city, relieves Fire Station 5 (northwestern section) & 11 (southeastern section - crosshatch symbology) of hard-to-reach areas where response times are above the NFPA standard.

Station 5: Drive Time Analysis

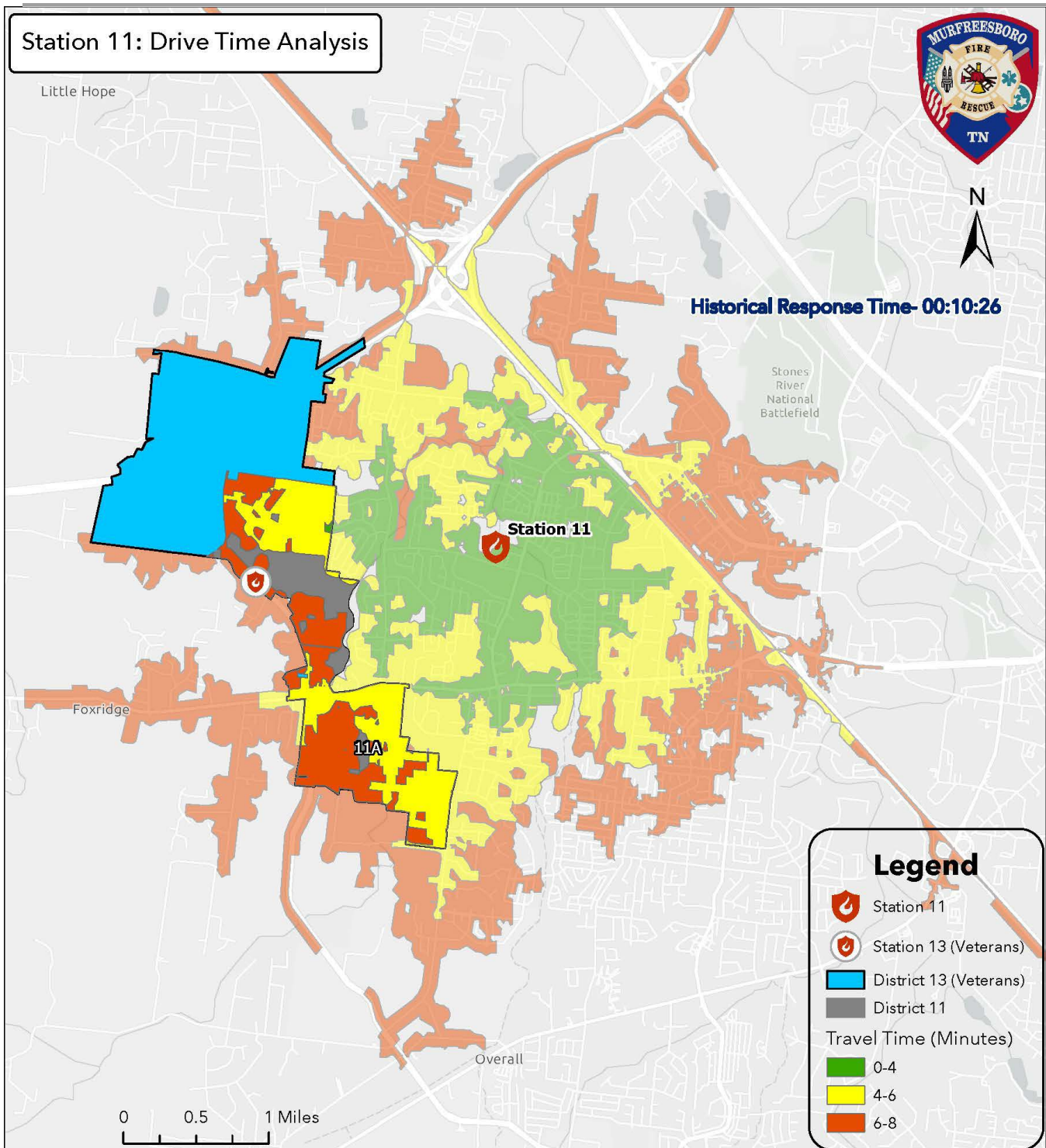


Station 5 currently serves the northwest portion of proposed District 13 and has response times well beyond the NFPA standard of 4 minutes.

Apparatus level response time data from 2023 & 2024, filtered to only show responses from Station 5 into District 13 was used to calculate a total response time. The 90th Percentile total response time is 12 minutes 6 seconds.

Travel-time analysis was also conducted using ESRI's road network, seen in map above. A good portion of Station 5's coverage area in the NW portion of District 13 shows red, which indicates a travel time of 6-8 minutes, and a large amount is beyond 8 minutes.

Station 11: Drive Time Analysis



Station 11 currently serves the southeastern leg of proposed District 13 (Veterans) and has response times well beyond the NFPA standard of 4 minutes.

Apparatus level response time data from 2023 & 2024, filtered to only show responses from Station 11 into District 13 (Veterans) was used to calculate a total response time. The 90th Percentile total response time is 10 minutes 26 seconds.

Travel-time analysis was also conducted using ESRI's road network, seen in map above. Almost all areas station 11 serves shows travel times beyond 4 minutes.

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: Short Term Rental
Department: Administration/Legal
Presented by: Joseph Leonard, Assistant City Attorney

Summary

As the short-term rental (STR) industry grows in popularity, municipalities are having to work proactively to regulate them and bring them into compliance to prevent housing shortages, public nuisance complaints, and lost tax revenue.

Background Information

Several City Council members requested the City of Murfreesboro Legal Department to research opportunities surrounding the management of short-term rentals, due to the City's current lack of regulations for this use and to protect City residents from potential negative impacts related to the rapid growth of home-sharing and short-term rental properties in our community.

Consultant Avenu Insights and Analytics was able to share with City Administration the following information:

- New STR listings in the City from the last 30, 60, 90 days;
- Number of unique properties commercially active and available in the City;
- Estimate of active STR listings that are not registered;
- Breakdown of entire home versus shared-home listings; and
- Rental statistics by property type.

Council Priorities Served

Responsible budgeting

Development of a process for regulating short-term rentals increases the City's ability to recoup and manage tax revenue potentially lost by not regulating them.

Maintain public safety

The regulation of short-term rentals will provide the City the ability to better protect its residents from nuisances caused by STRs by better monitoring them and responding to residents' concerns.

Fiscal Impacts

It may be determined that fees are necessary to offset the costs of administering any potential regulations.

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: Cherry Lane Corridor Area Plan-Project Update
Department: Development Services
Presented by: Greg McKnight, Executive Director of Development Services

Summary

The Cherry Lane Corridor / Area Plan is a planning study covering the corridor and including the extension of Cherry Lane starting east of the I-840 interchange and extending to the future I-24 intersection. It will include approximately 1,814 acres of land area and will cross or intersect with Northwest Broad Street, Old Nashville Highway, and Florence Road. See attached area map and approximate Cherry Lane extension route (Exhibit A).

Background Information

The Cherry Lane Corridor / Area Plan is a planning study that captures key considerations for future development along this important east – west corridor. The extension of Cherry Lane will complete a much needed transportation link from Interstate 840 to Interstate 24 on the north side of Murfreesboro, bringing with it continued development pressure and the need for careful infrastructure and land use analysis. The study area involves challenges with an existing rail line, impact from existing floodplain, and interchange and intersection design considerations. It is an important gateway to Smyrna and the Nashville Metro area. The approval of property annexations and rezonings and development patterns within the study area should be informed by a comprehensive planning effort. The planning study provided will give City leadership the option of adopting a formal area plan for the purposes of policy advisement and a revision to the Future Land Use map of the Murfreesboro 2035 Comprehensive Plan. It is understood that the goal for the completion of this corridor / area plan is to have a document prepared for potential adoption in approximately nine months.

Council Priorities Served

Improve economic development

The completion of the Cherry Lane Corridor / Area Plan will provide a 50-year plan that will better enable the City of Murfreesboro to plan transportation, land-use, and infrastructure. The plan will help promote high quality jobs and employment generating uses, while creating employment opportunities for the community and tax revenue for the City and potentially being a catalyst for future redevelopment in the immediate vicinity.

Expand infrastructure

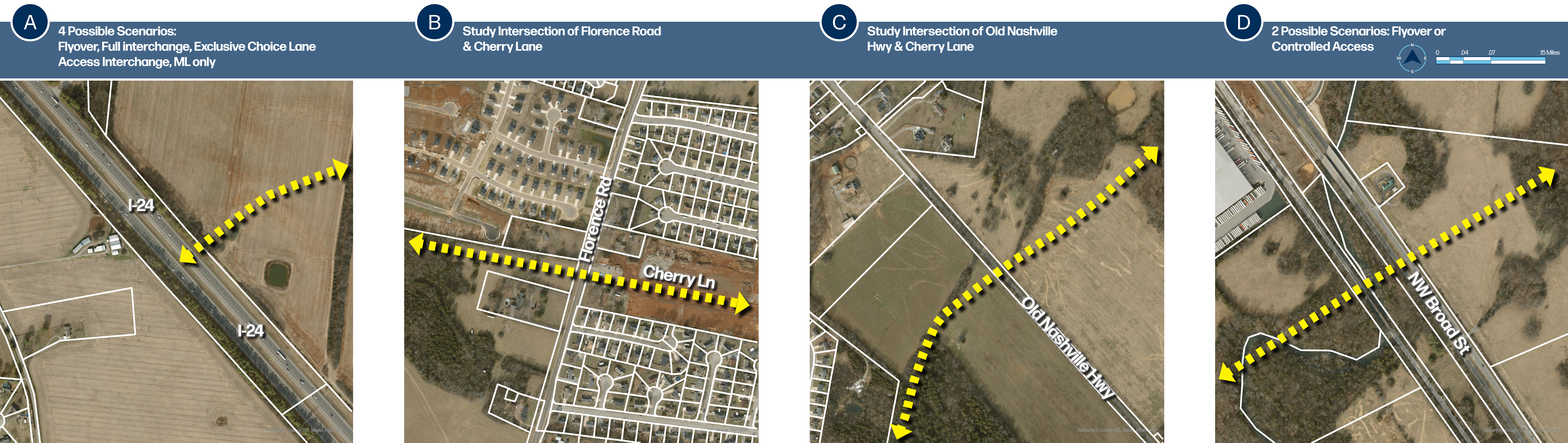
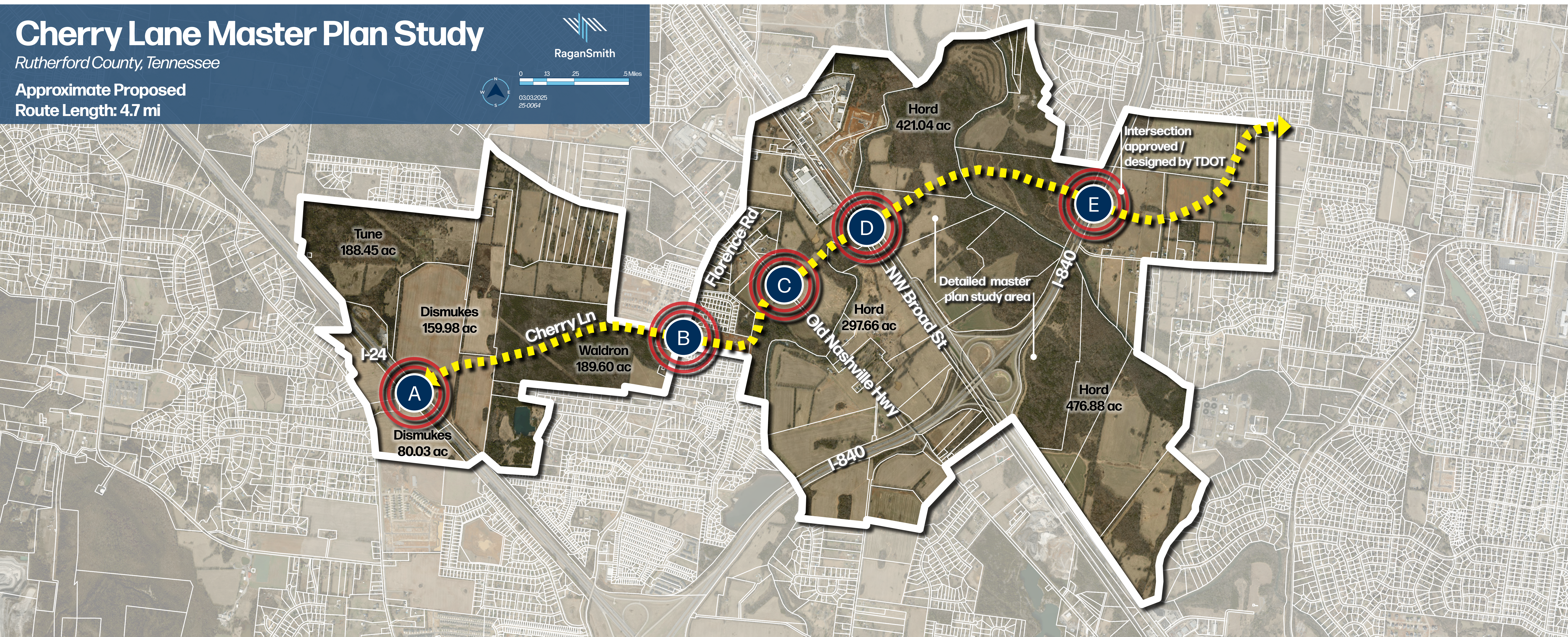
This study will provide the City and each utility the opportunity to properly study and plan for infrastructure needs and ensure each lot has the potential to develop with its highest and best use.

Fiscal Impacts

During the 9-month study period, there will be a hold on development opportunities in the study area.

Attachments:

Area map and approximate Cherry Lane extension route



COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

Item Title: March 2025 Dashboard
Department: Administration
Presented by: Erin Tucker, Budget Director

Summary

March 2025 Dashboard packet

Background Information

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

None

Attachments:

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

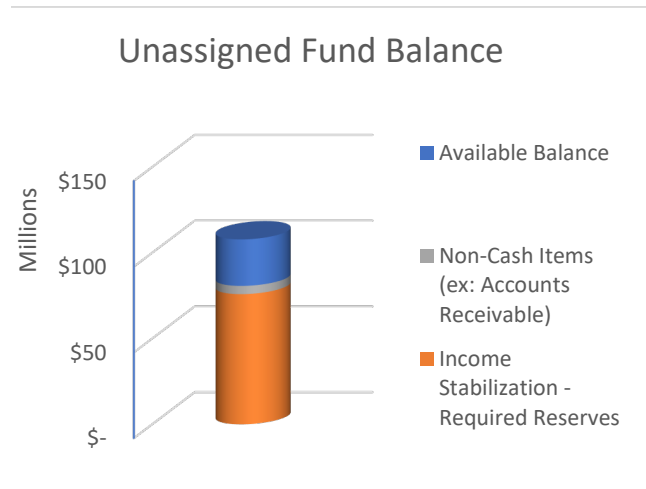
MARCH 2025 DASHBOARD

FUND BALANCE

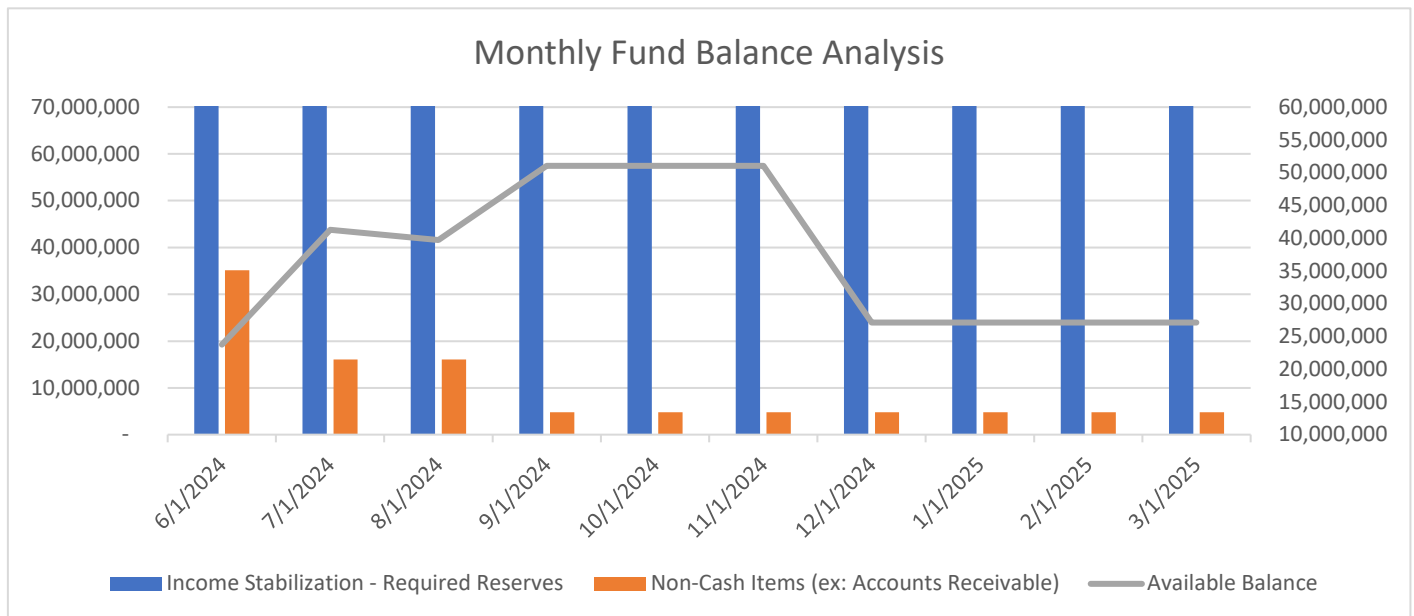
The City's Fund Balance policy requires a reserve of 15-30% of General Fund revenues. This reserve is maintained in the Unassigned Fund Balance within General Fund. Other components of this account include non-spendable assets, including Accounts Receivable. The remaining funds are available for use,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

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

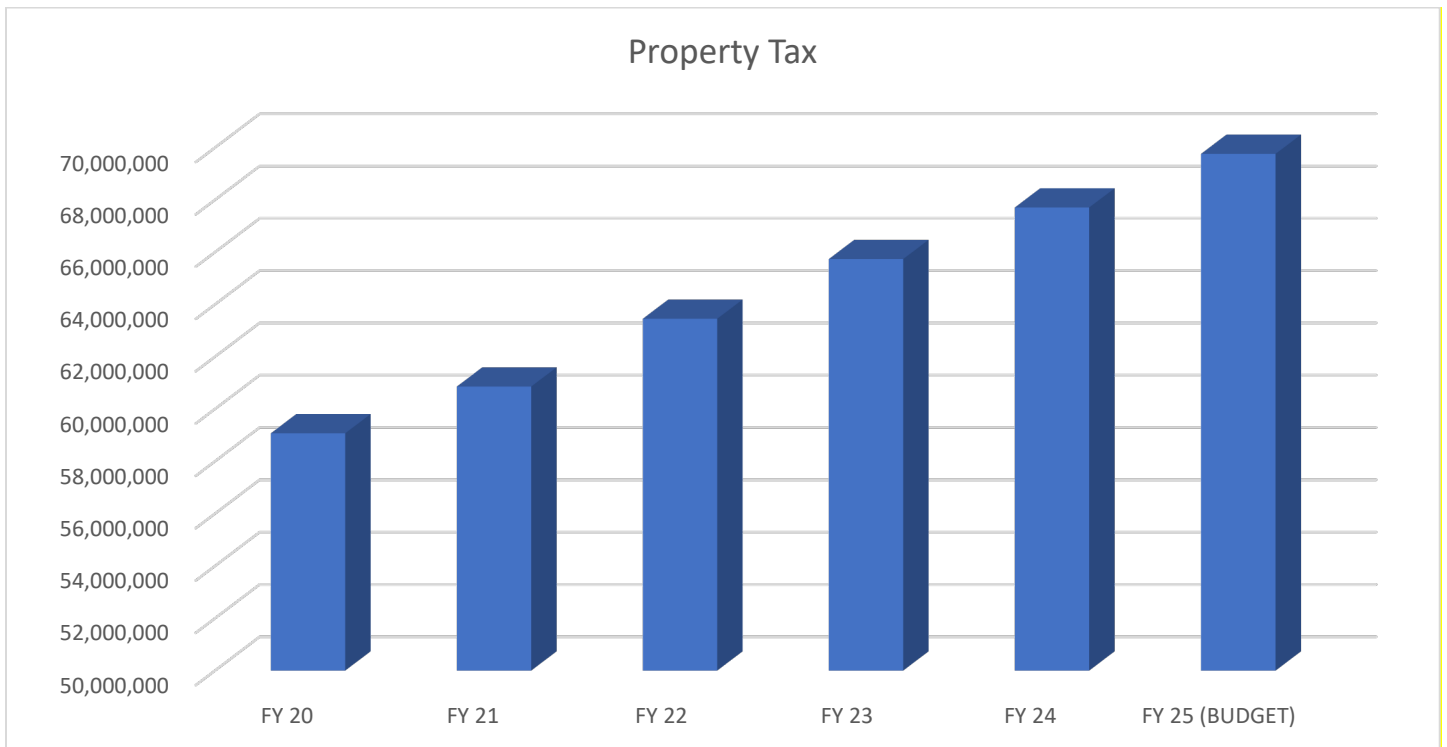
	Unassigned Fund Balance
	3/31/2025
Available Balance	27,112,165
Non-Cash Items (ex: Accounts Receivable)	4,804,460
Income Stabilization - Required Reserves	75,900,000
	107,816,625



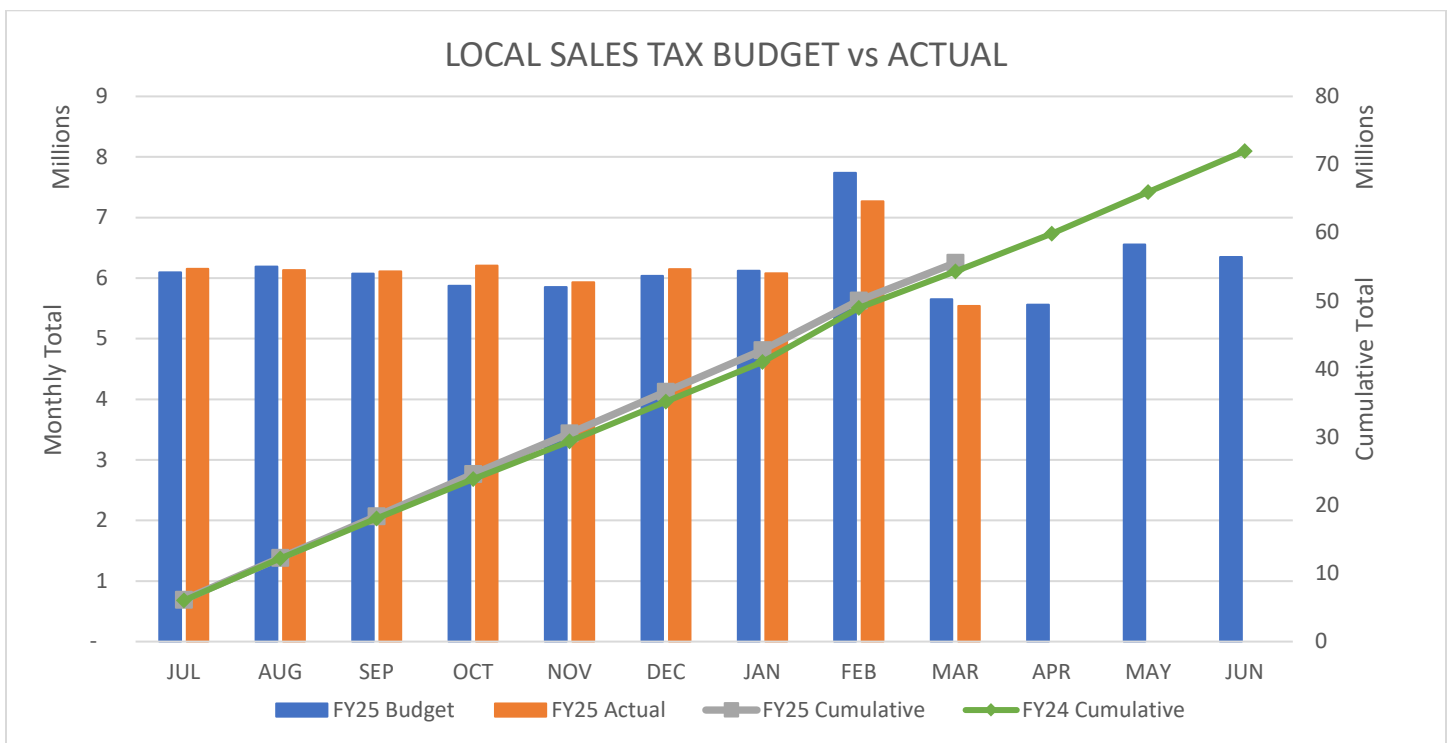
The chart below displays the changes in use of Unassigned Fund Balance by month.



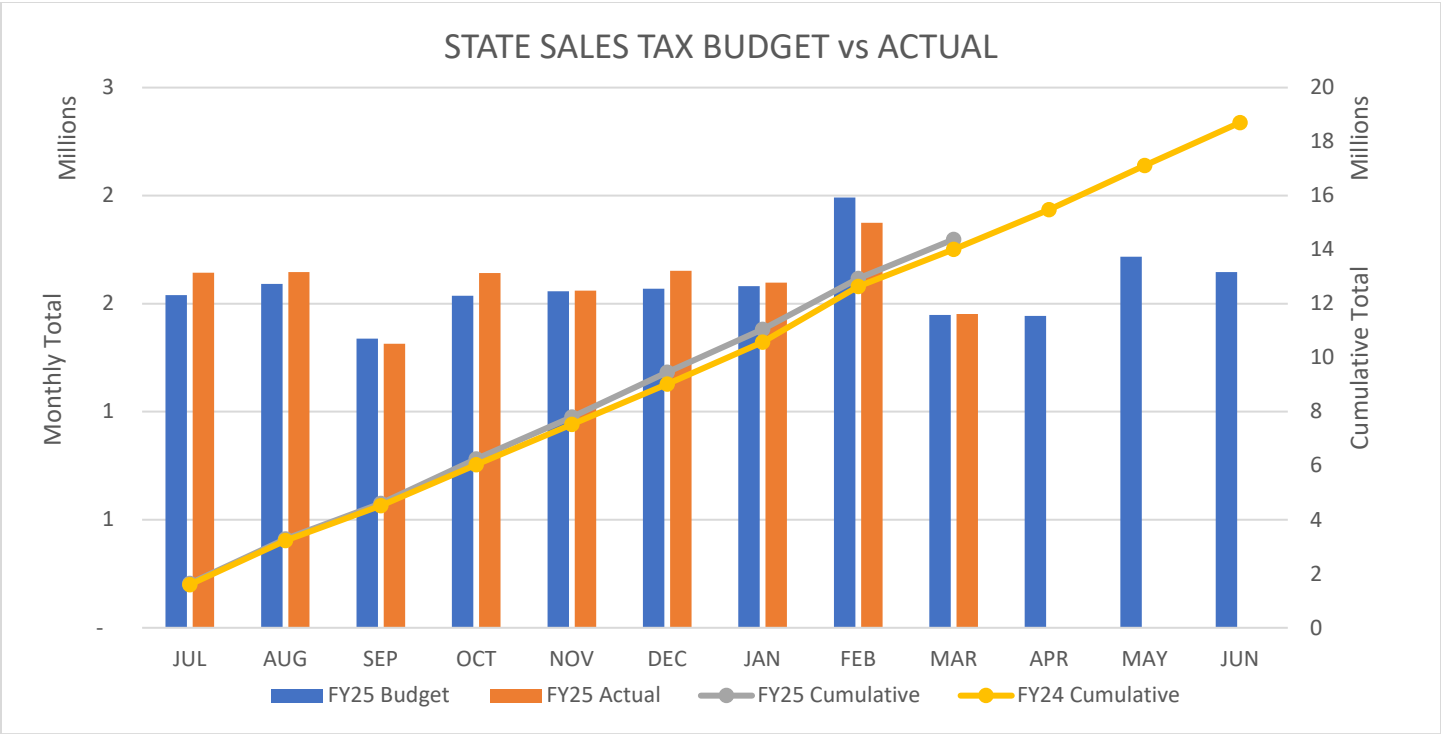
REVENUES



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

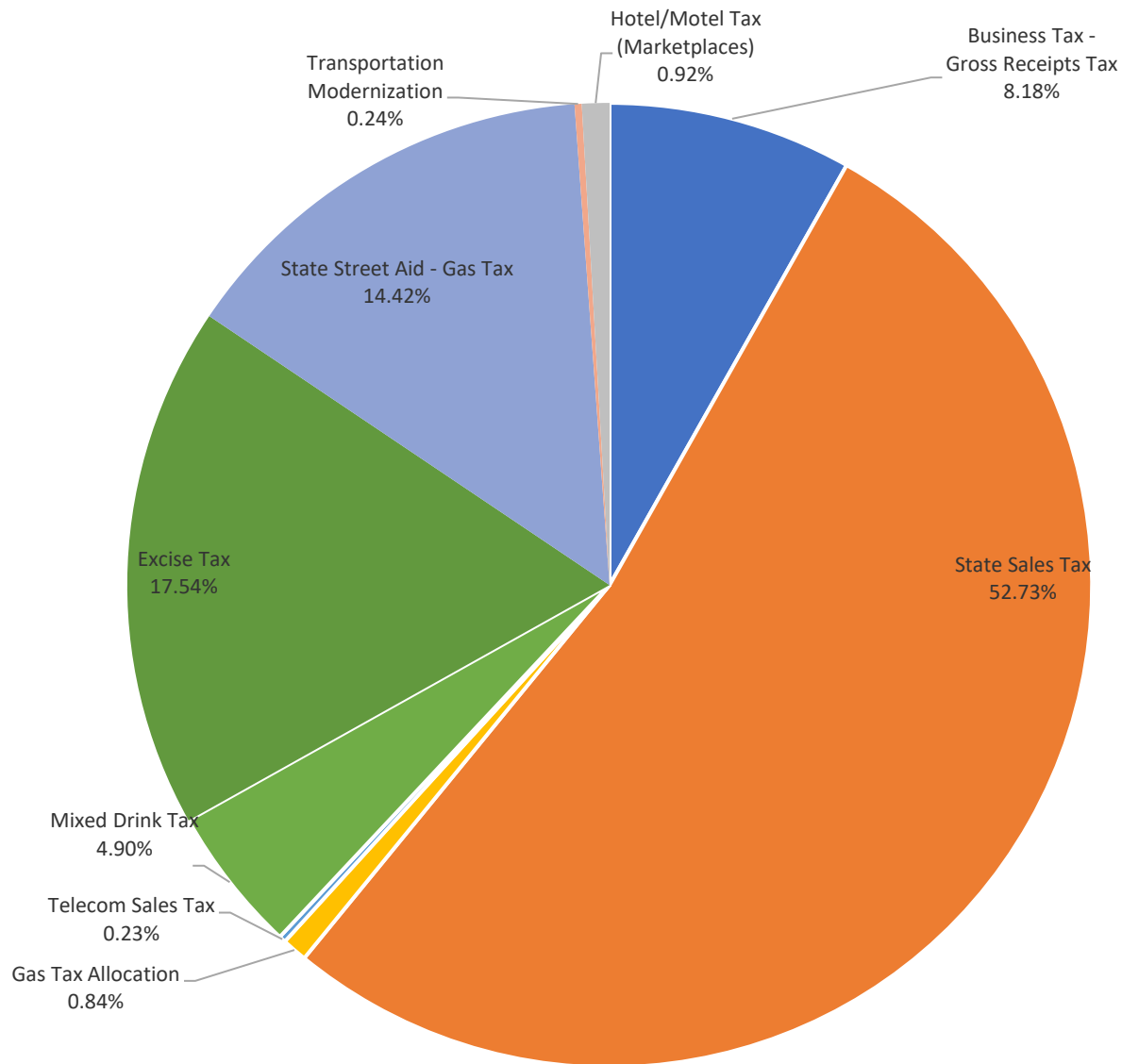


FY25 Local Sales Tax collections were budgeted flat with a 1.5% increase over FY24 projected results. In July, a revised budget was presented to Council that increased the projection by an additional 1.5% (\$1m). February receipts reflect the first significant drop in revenue this fiscal year – with an 8% drop compared to February 2024. March receipts bounced back slightly with a 3.2% increase over last year cut cumulative results now reflect a budget deficit of 0.1%.

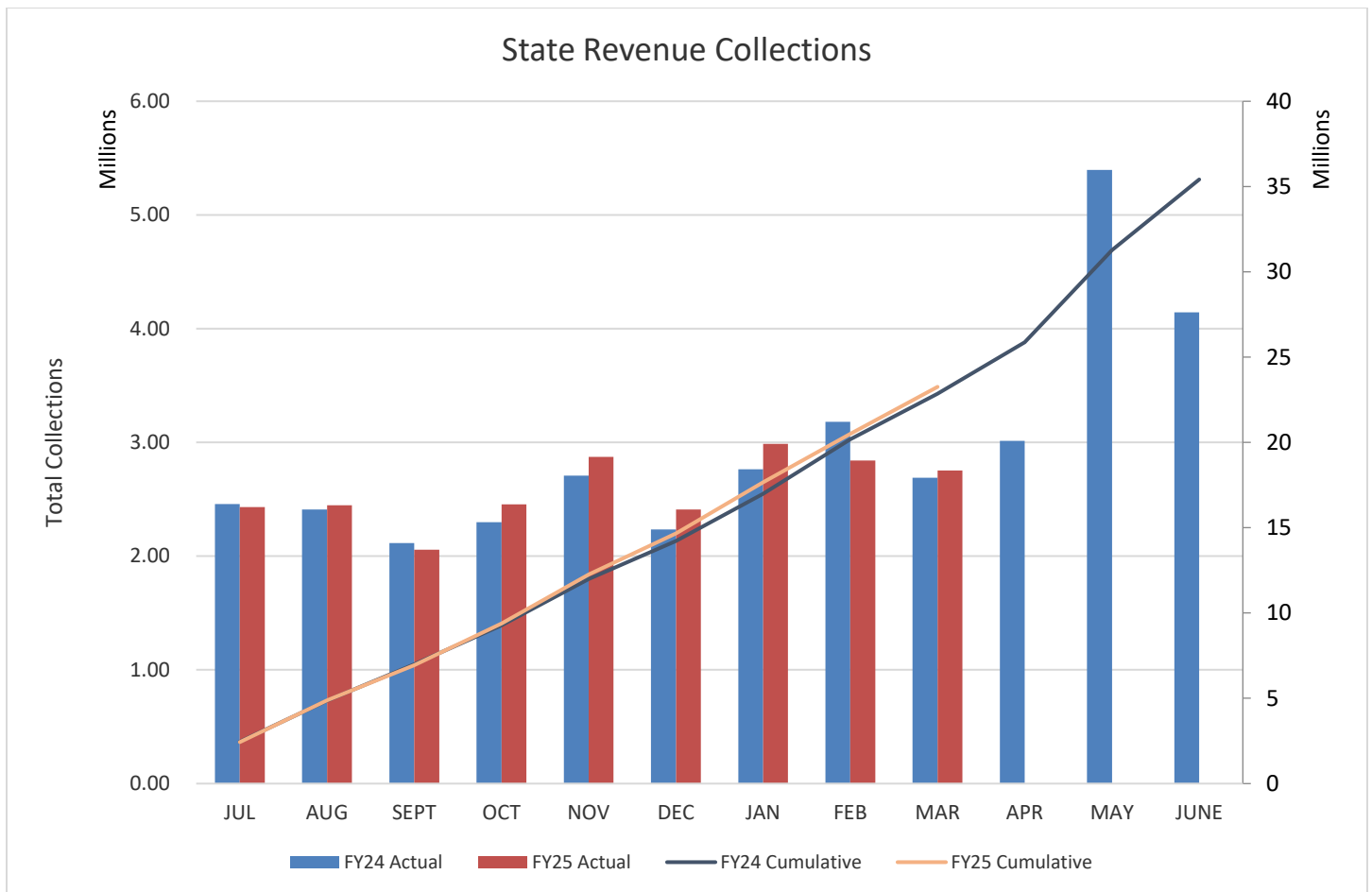


FY25 State Sales Tax collections were budgeted at 1% over FY24. In July, a revised budget was presented to Council that increased the projection by an additional 1% (\$190k). February receipts were down 8.9% while March receipts show a 5.5% increase over last year. Cumulatively, this revenue is up 1.6% compared to budget and 2.6% compared to last year.

% of Total Current Month Collections

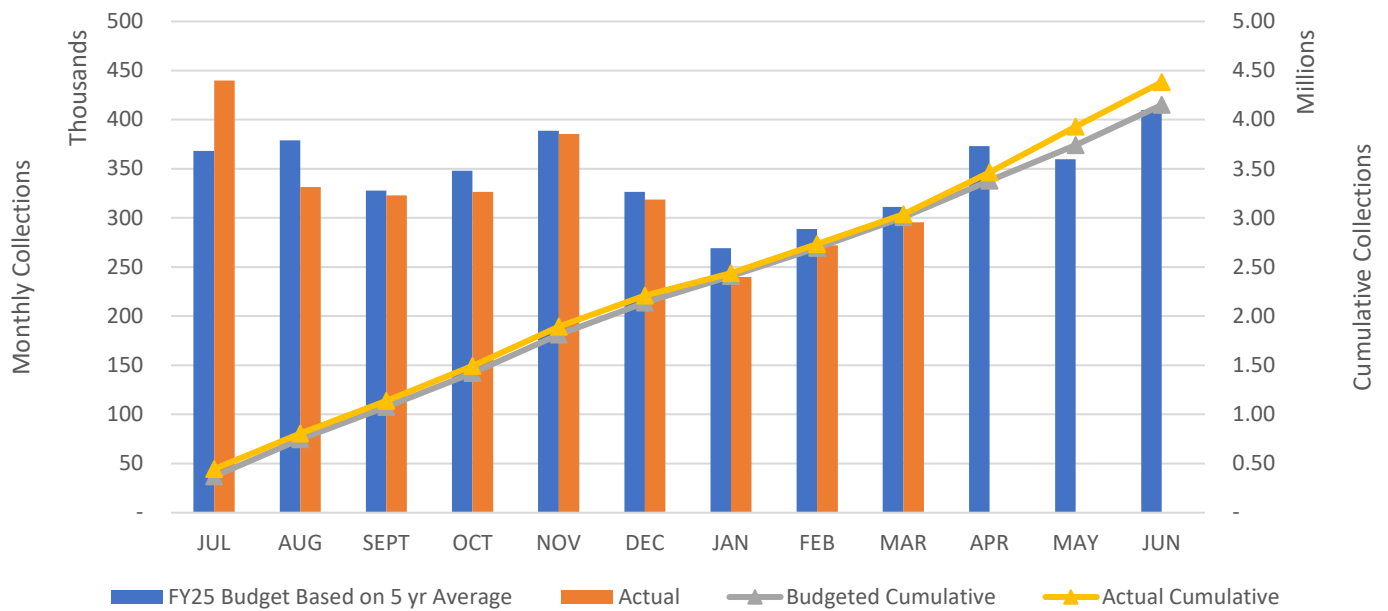


For March, Sales Tax made up 53% of State revenues. Excise tax made up 17% of the month's receipts with State Street Aid (restricted to road improvements) following with 14%. Business Tax Receipts account for 8% this month. Mixed Drink tax totaled 5% for the month. The remaining revenues were made up with other miscellaneous taxes, including telecom and miscellaneous gas tax revenues.



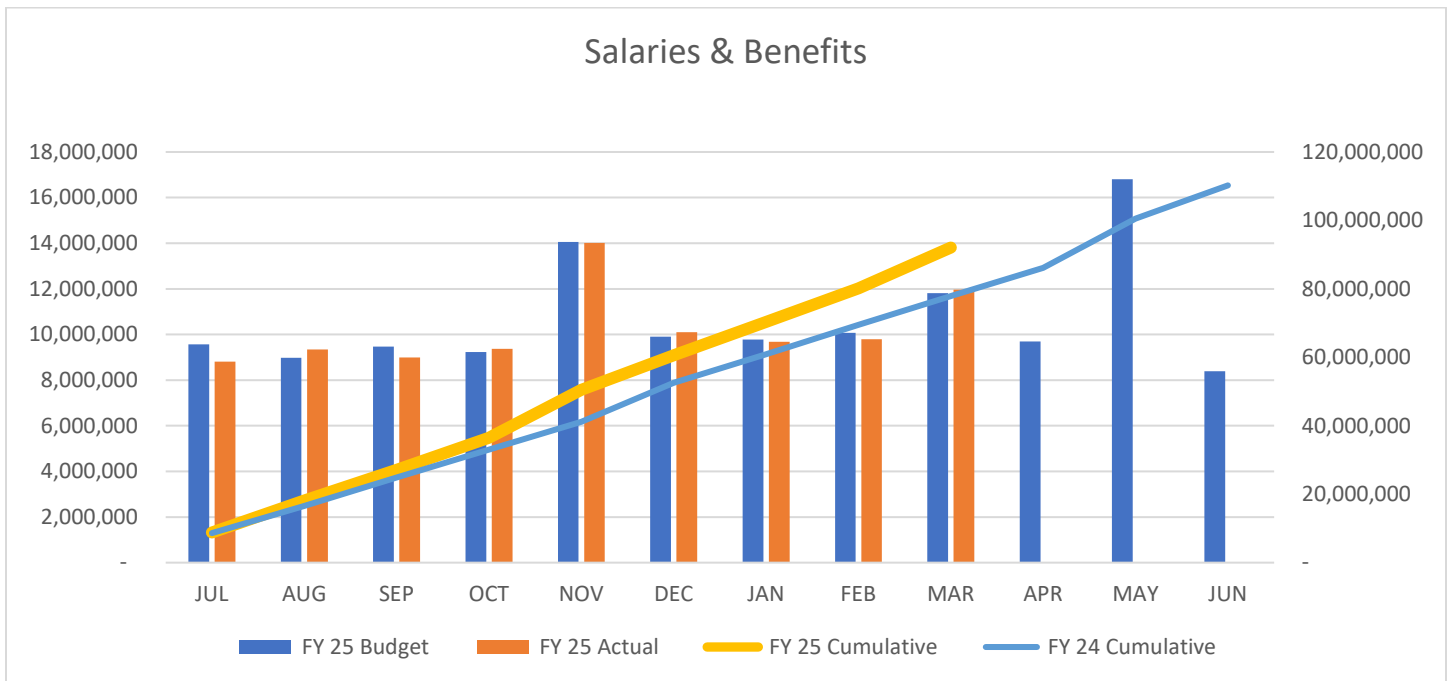
Overall, State Shared Revenue collections showed an 2.4% increase compared to March 2024. Business License (Gross Receipts) Taxes are up 143% (\$132k) for March. Cumulatively, results are up 4%. While this tax can fluctuate depending on when returns are filed, there were also changes to the filing requirements that have impacted revenues. Mixed drink taxes were up 13% in March and remain relatively flat for the year. State Street Aid Gas Tax reflects a 3% increase in March; this tax is up 1% cumulatively. These revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.

HOTEL/MOTEL BUDGET vs. ACTUAL



Due to declining revenue forecasts, FY25 Hotel/Motel Taxes were budgeted 7% lower than the FY24 budget. March results reflect a 2% decrease compared to last year for the month. Cumulatively, there is a 2% budget deficit. The Finance Department will conduct an audit of the City's hotels and motels in the coming year to ensure accurate and timely reporting.

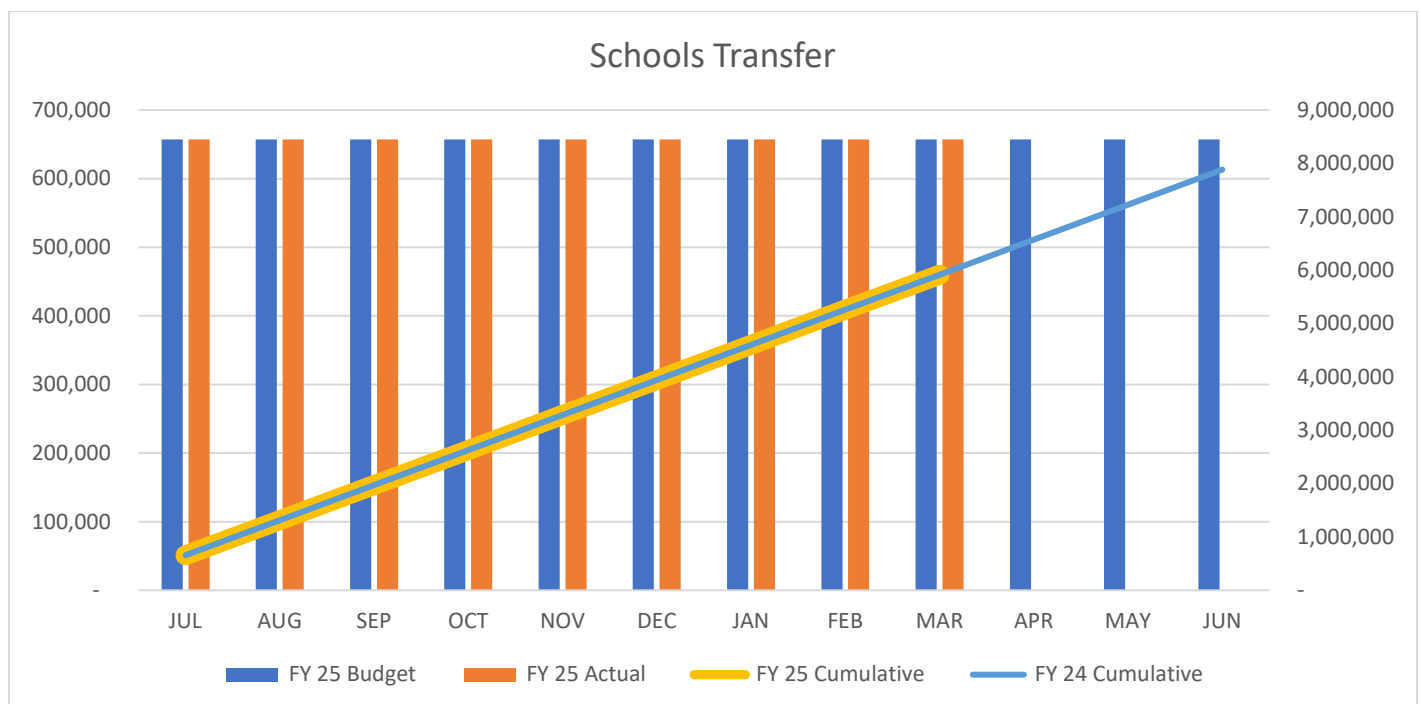
EXPENSES



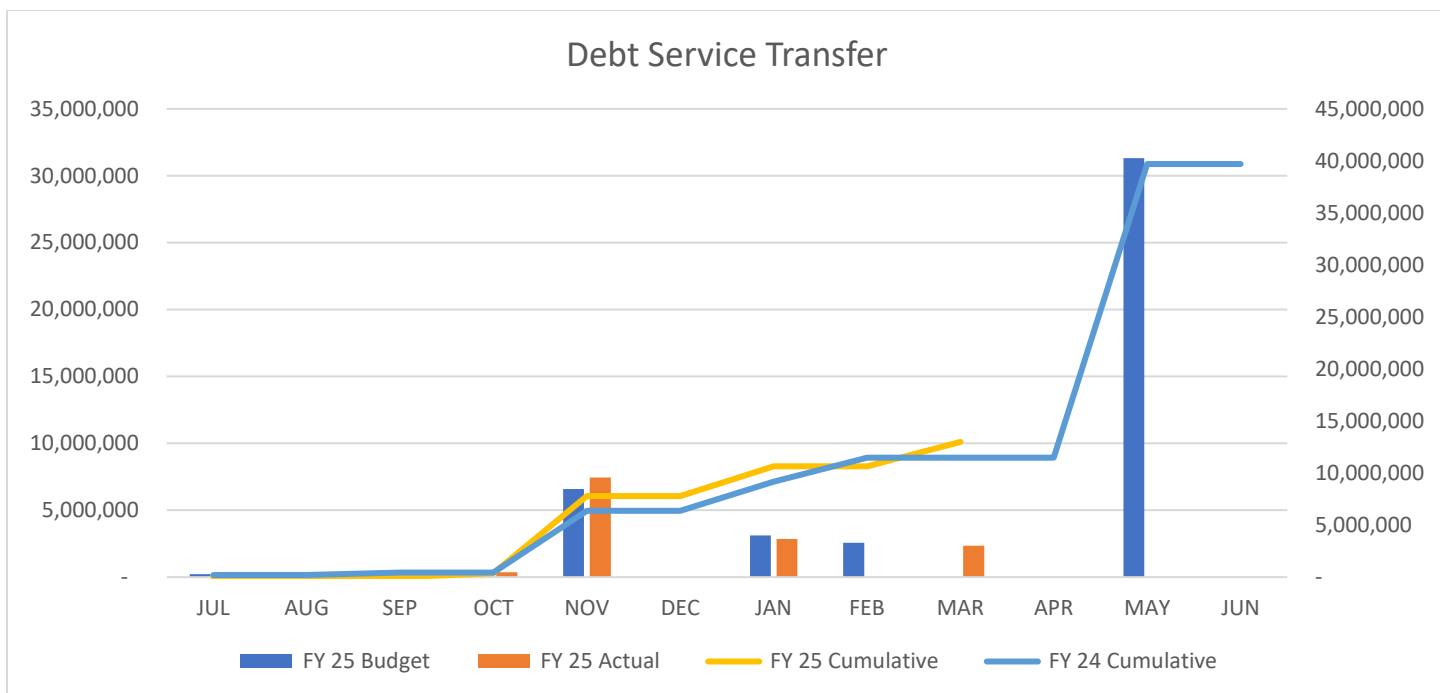
Salaries & Benefits make up 35% of General Fund's budget. The FY25 budget included 40 additional full-time positions, 22 of which are for public safety. Full-time approved positions increased from 1,104 to 1,146 positions.

As of 03/31/25, there were 1,106 filled full-time positions and 40 vacancies. Police had 12 open positions at the end of March, including 6 sworn officer positions, down from 12 open in February.

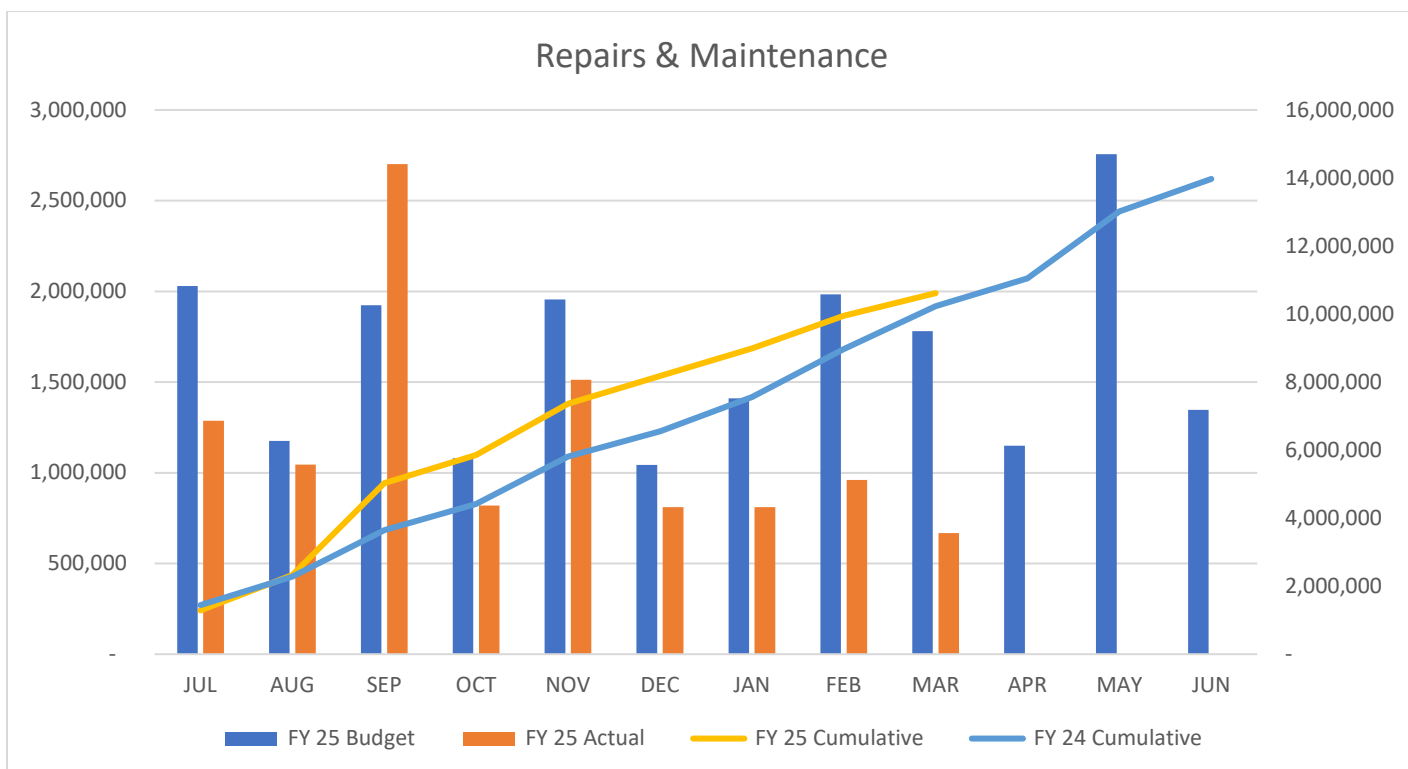
With the City Council's efforts to increase recruitment and retention City-wide, payroll savings (a.k.a. slippage) is steadily decreasing month over month – with March reflecting 0.9% in slippage cumulatively for the year, though results are slightly over budget for the month.



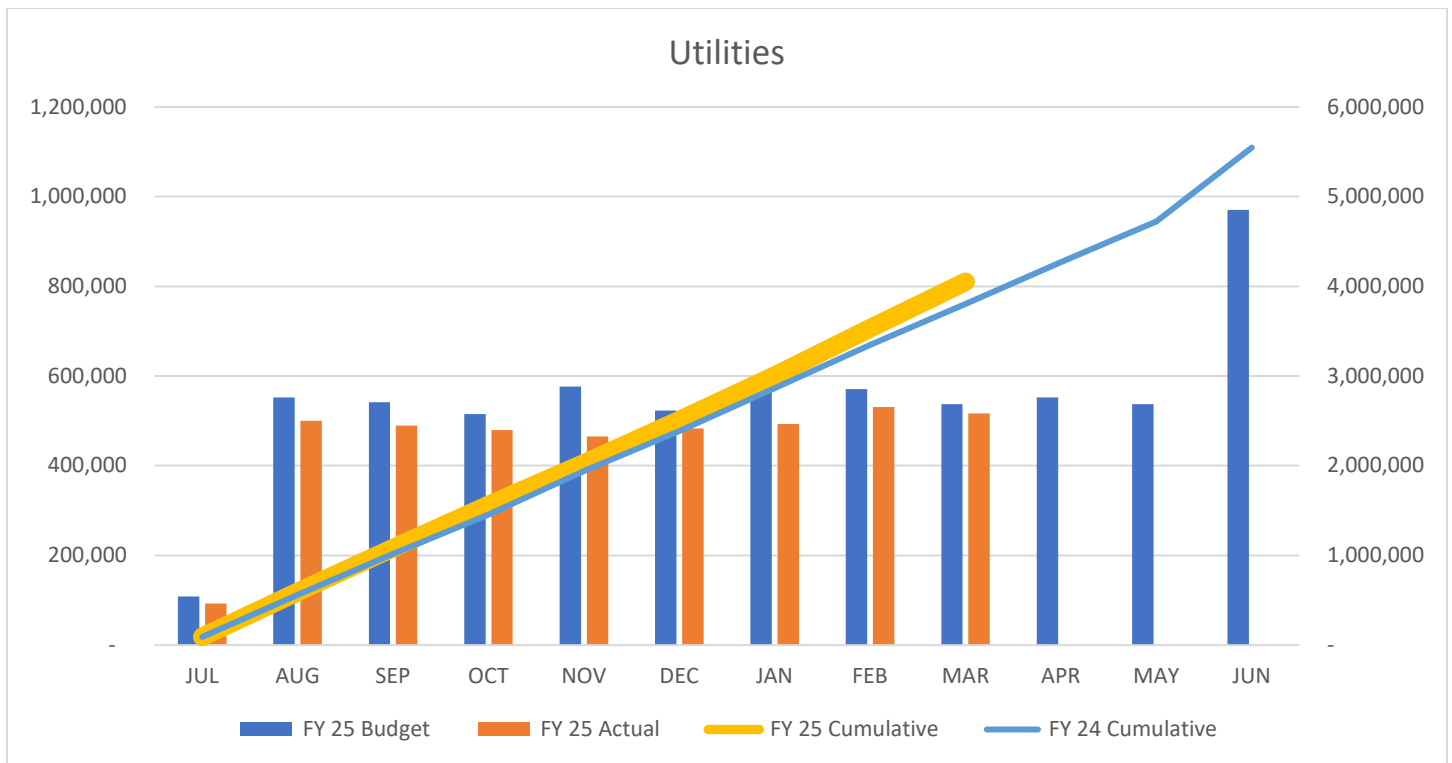
Transfers to City Schools makes up 2% of General Fund's budget. Budgeted Transfers to City Schools is budgeted at \$7.885M. This transfer is made in monthly increments evenly distributed throughout the year.



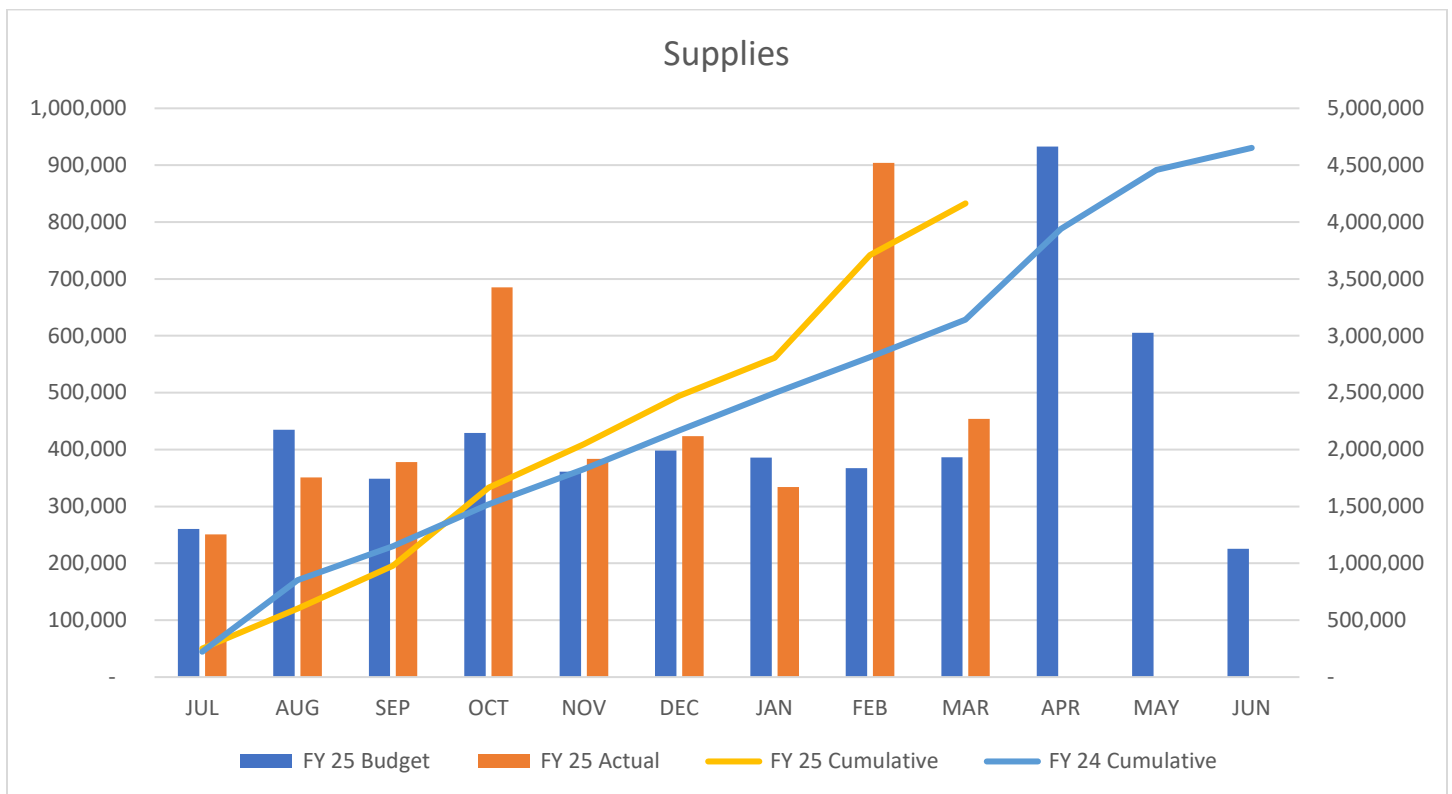
Budgeted Debt Service makes up 12% of General Fund’s budget. Council approved a \$55m debt issuance in FY24 that has since been updated to a \$70m debt issuance which is expected to be issued in later in FY25 or possibly in FY26. The Debt Service budget totals \$44.1m which includes debt roll-off of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



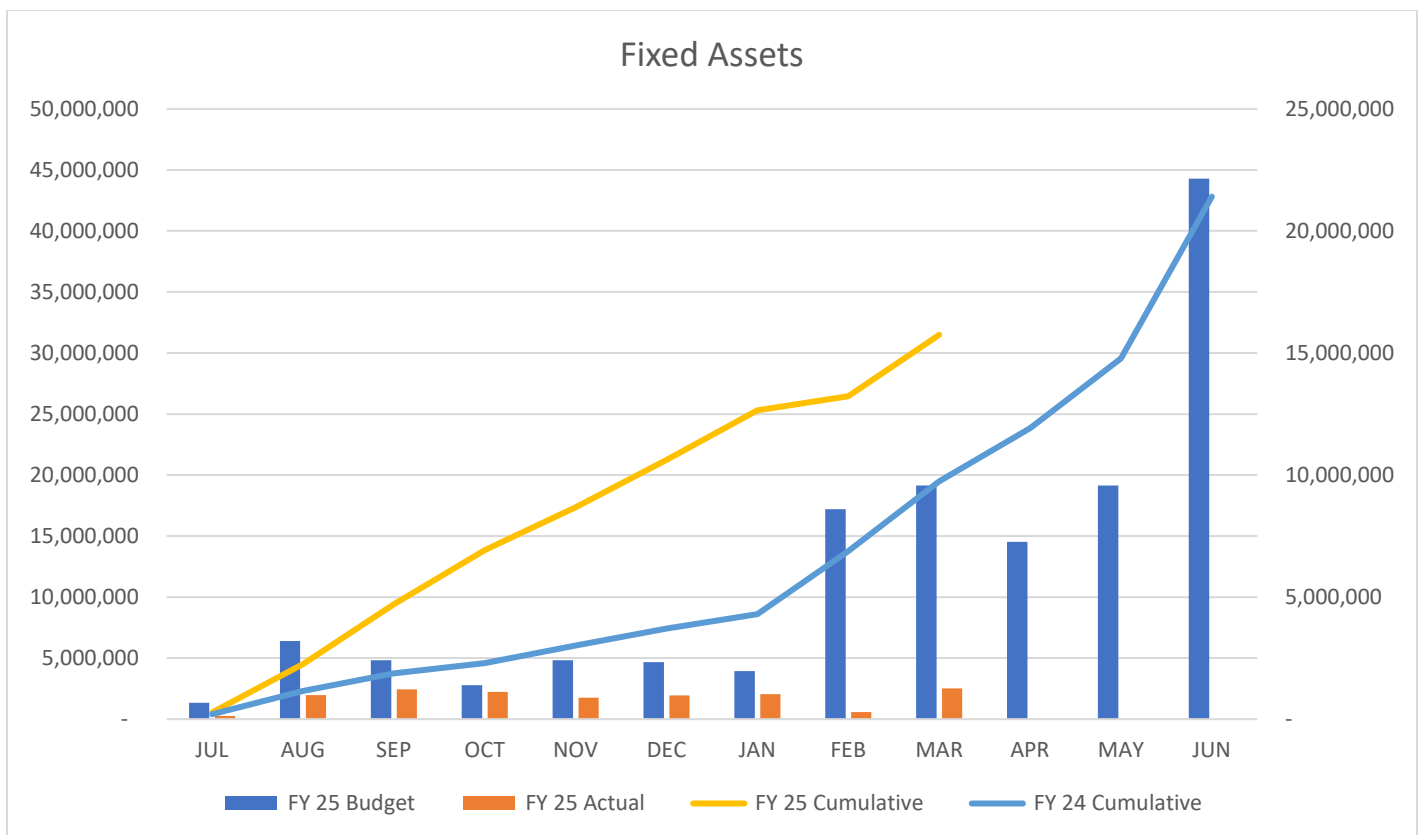
Repairs & Maintenance make up 5% of General Fund budgeted expenses. This includes technology maintenance (software, network & hardware) (\$3.5m), fleet services (\$4.6m), and Police R&M for radios, mobile data terminals, etc. (\$2.2m). State Street Aid R&M of streets, markings and right of way totals \$5.2m. While monthly budgeted amounts are based on last year’s actual results, these expenses are seasonal and fluctuate depending on contract timing and timing of repairs. Repair & Maintenance costs were up 4% compared to last year through March. Overall, costs are down 26% compared to budget for the year through March.



Utilities make up 2% of General Fund’s budget. Results are up 7% as compared to FY24 and are running \$440k (10%) under budget through March. These costs tend to fluctuate with fuel increases, so more fluctuations are anticipated this year.



Supplies make up 1% of General Fund’s budget. Through March, expenses are running 20% over budget and are up 28% over last year. This is largely due to increased clothing & uniform expenses (up \$311k or 59% over last year) and vehicle parts (up \$284k or 27% over last year). At this time, it appears that other operating savings within the departments will cover the increases over budget.



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

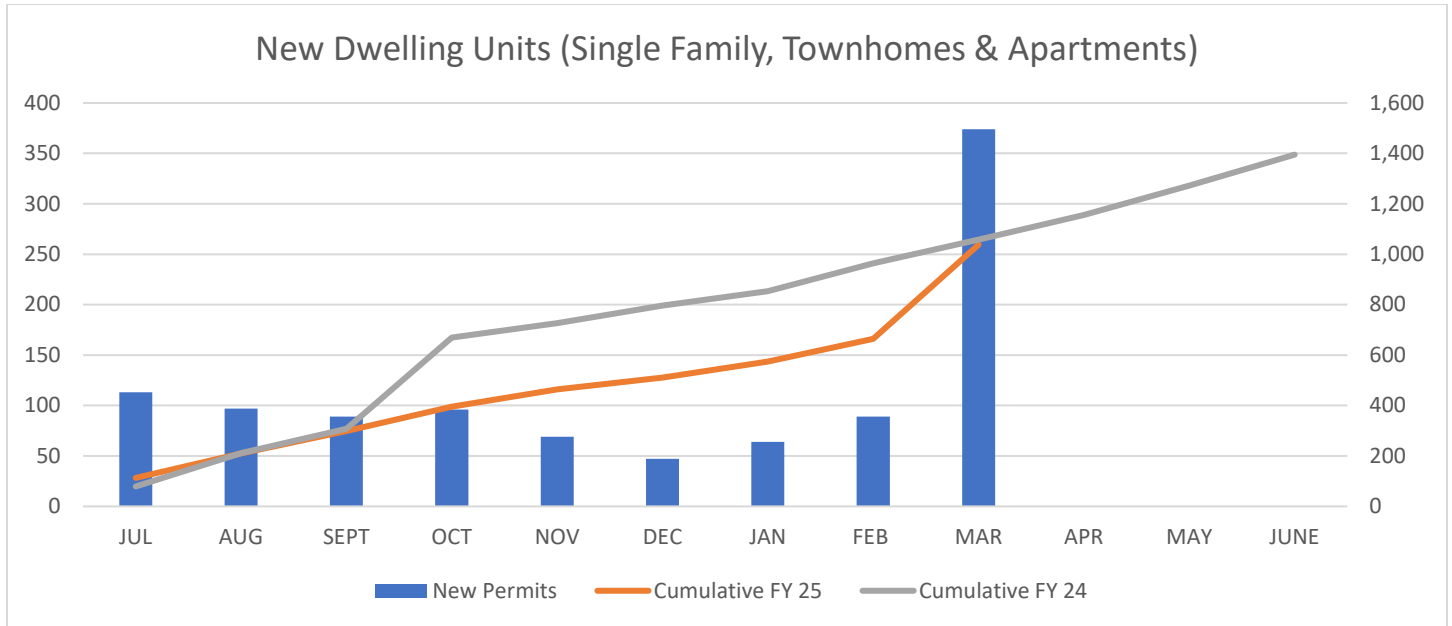
- \$39.8m – MED funded Roads
- \$6.5 – MED funded Parks
- \$14.6m – CIP swap
- \$13.1m – FY24 CIP (General Fund funded)
- \$14.3m – ARPA funded projects
- \$7.2m – Infrastructure for grant & MED funded road construction
- \$10m – Transit Facility

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

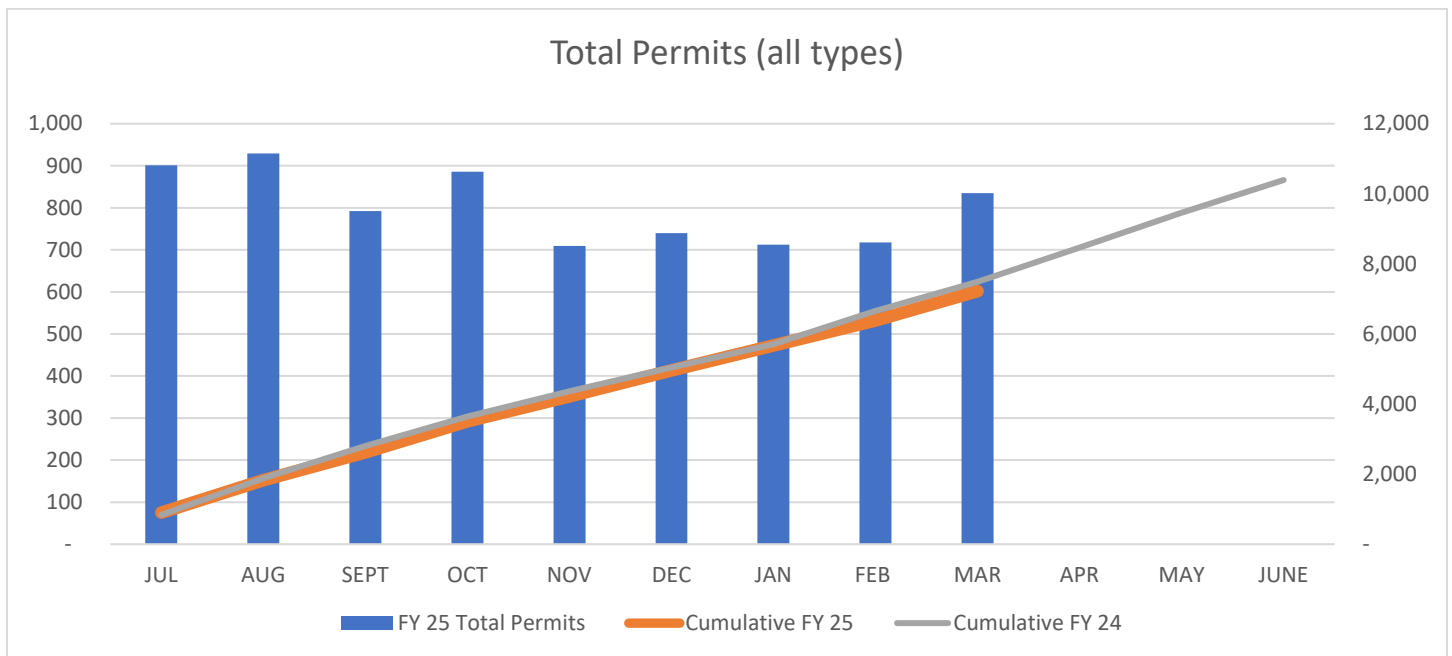
Like Repairs & Maintenance, timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. There are also several significant construction projects funded in the operating budget. Fixed asset spending was up 62% compared to last year’s expenses through March but down 76% compared to budget.

BUILDING & CODES

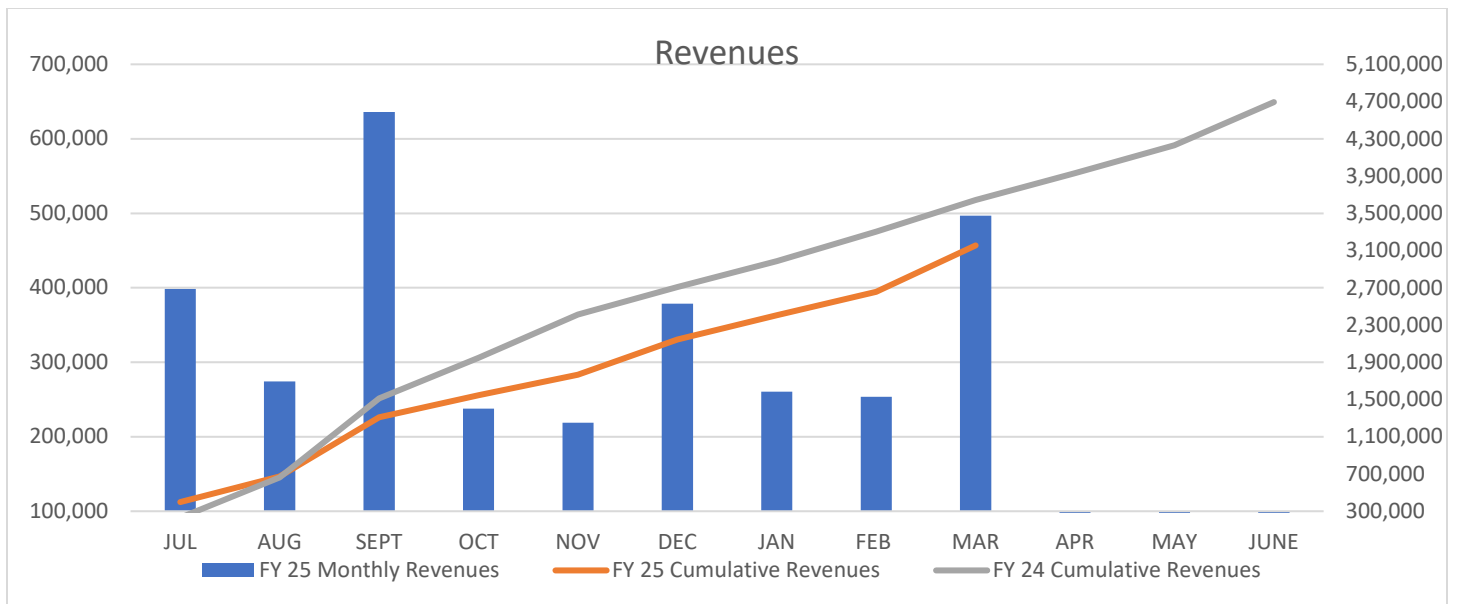
Building & Codes budgeted revenues reflect a 29% increase over the FY24 budget and reflect a 3% increase as compared to FY24's actual results. This is largely due to new commercial activity in FY24 and anticipated in FY25. Instead, revenues **dropped** for three consecutive months compared to last year,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



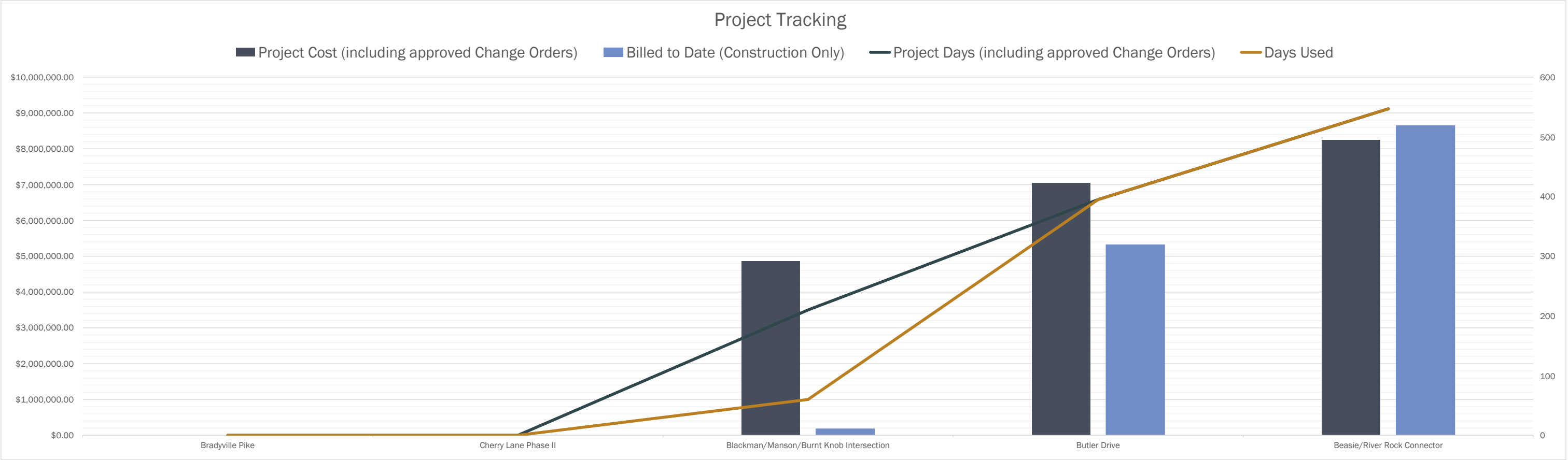
FY25 new dwelling permits reflect a 2% drop compared to last year through March. For the month, new permits are up 298% compared to March 2024. This is due to a new apartment permitted during the month.



Total permits were trending down 3.5% in March.



Through March, revenues were down 13% as compared to last year, but up 47% cumulatively due to the new apartment complex permitted during the month.



Project Limits										
Project Name	From	To	Distance	Project Cost (including approved Change Orders)	Billed to Date (Construction Only)	Project Days (including approved Change Orders)	Days Used	Percent Days	Estimated Substantial Completion	N.T.P.
Bradyville Pike	SE Broad Street	S Rutherford Blvd	2.10 Miles	\$22,500,000 (Est Cost)	\$0.00	0	0	0%		
Cherry Lane Phase II	Siegel Soccer Park	Sulphur Springs Road	1.73 Miles	\$26,500,000 (Est Cost)	\$0.00	0	0	0%		
Blackman/Manson/Burnt Knob Intersection	N/A	N/A	N/A	\$4,865,978.00	\$178,559.29	210	60	29%	8/6/2025	2/9/2025
Butler Drive	1000 Butler Drive	Joe B Jackson	.88 Miles	\$7,039,011	\$5,318,692.09	395	395	100%	2/20/2025	1/22/2024
Beasie/River Rock Connector	River Rock	Beasie Rd	.3 Miles	\$8,244,535	\$8,646,881.04	547	547	100%	8/30/2024	4/7/2023
Total				\$69,149,524	\$14,144,132					

	Project Status / Comments
Cherry Lane Phase II	Corps of Engineers has requested stream and wetland credit reservation letters prior to permit issuance. City has obtained needed credits. Consultant working with TDEC And Corps to get to 30 day notice period.
Cherry Lane Phase III	TDOT funding has been secured for interchange. City staff and Volkert working on certifying ROW. Utility coordination is ongoing for the project.
Butler Dr. Realignment	New Butler has been opened to traffic. Contractor is continuing to construct the tie-in with Old Butler. Final asphalt topping has been installed on new Butler. They are also installing final stabilization measures and final signage.
Blackman/Burnt Knob/Manson Intersection	Contractor has installed erosion control and is working on stripping topsoil and filling western and southern approach of intersection. Clearing and grubbing is complete on southeast corner and MTE is scheduled to start setting poles 4/14/25. Gas line is being installed and should be complete next week. Staff is continuing to work on finalizing ROW acquisition.
Medical Center Phase 1	Contractor has completed the construction of third lane from Conference Center to I-24. Resurfacing of Medical Center scheduled for the coming weeks.
Rutherford Blvd Extension	Construction plans are finalized and bid book is being drafted. Right of way acquisition underway.

Project	ROW Updates
Bradyville Pike	97% of ROW Acquisition completed.
Cherry Lane Phase III	Volkert continuing ROW acquisition. Order of possession received on final tract.
Rutherford Blvd Extension	4 out of 7 tracts finalized

Impact Fee Report for New Development in the City of Murfreesboro

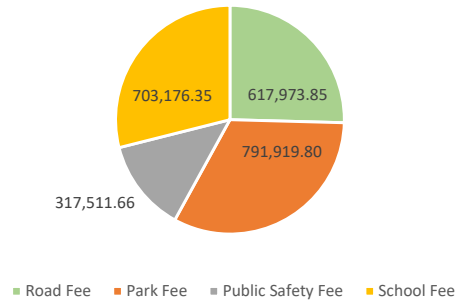
Month of March 2025

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	276,456.50	60,455.51	97,965.13	31,048.83	86,987.04
SFR-Townhomes	-	-			
Multi-Family Residential	-				
Retail/Commercial	88,563.21	58,472.97	-	30,090.24	-
Office	-				
Public/Institutional	-				
Industrial	-				
Total	365,019.71	118,928.48	97,965.13	61,139.07	86,987.04

Fiscal Year 2025 to Date

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	2,234,788.92	488,703.65	791,919.80	250,989.12	703,176.35
SFR-Townhomes	-	-	-	-	-
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	195,792.75	129,270.20	-	66,522.55	-
Office	-	-	-	-	-
Public/Institutional	-	-	-	-	-
Industrial	-	-	-	-	-
Total	2,430,581.67	617,973.85	791,919.80	317,511.66	703,176.35

Fiscal Year 2025 Distribution of Assessed Fees



COUNCIL COMMUNICATION

Meeting Date: 5/8/2025

Item Title: March 2025 MCS Cash Flow Statement and Revenue and Expenditure Budget Comparison Reports

Department: Murfreesboro City Schools

Presented by: Daniel Owens

Requested Council Action:

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

Summary

FY25 Cash Flow Statement (March 2025)

FY25 Revenue and Expenditure Budget Comparison Reports (March 2025)

Background Information

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

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impact

None

Attachments

March 2025 MCS Cash Flow Statement

March 2025 MCS Revenue and Expenditure Budget Comparison Reports

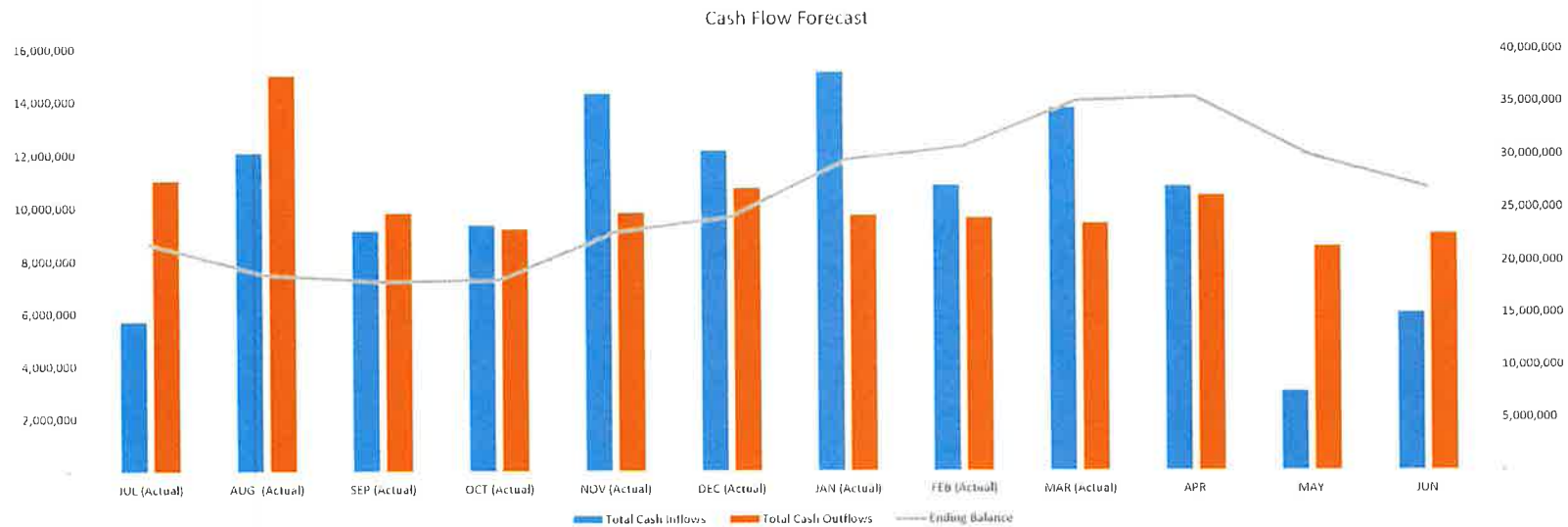
Cash Flow Forecast Schedule **
FY 2025-General Purpose

City or Town of:

Murfreesboro

Fund Name	JUL (Actual)	AUG (Actual)	SEP (Actual)	OCT (Actual)	NOV (Actual)	DEC (Actual)	JAN (Actual)	FEB (Actual)	MAR (Actual)	APR	MAY	JUN	TOTAL
Cash Receipts	\$ 5,703,038	\$ 12,080,205	\$ 9,148,640	\$ 9,368,898	\$ 14,317,269	\$ 12,159,214	\$ 15,131,087	\$ 10,846,576	\$ 13,764,631	\$ 10,804,210	\$ 3,000,000	\$ 6,000,000	\$ 122,323,768
Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflows	5,703,038	12,080,205	9,148,640	9,368,898	14,317,269	12,159,214	15,131,087	10,846,576	13,764,631	10,804,210	3,000,000	6,000,000	122,323,768
Beg Cash Bal	26,975,782	21,643,385	18,724,876	18,064,895	18,224,452	22,726,722	24,156,989	29,562,046	30,781,152	35,128,961	35,474,900	29,928,360	
Available Cash	32,678,820	33,723,591	27,873,516	27,433,793	32,541,721	34,885,936	39,288,075	40,408,622	44,545,783	45,933,171	38,474,900	35,928,360	
Cash Payments	\$ 11,019,884	\$ 14,983,164	\$ 9,793,070	\$ 9,193,790	\$ 9,799,448	\$ 10,713,397	\$ 9,710,479	\$ 9,611,919	\$ 9,401,271	\$ 10,442,720	\$ 8,500,000	\$ 9,000,000	122,169,141
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	46,540	15,551	217,601
Total Cash Outflows	11,035,435	14,998,715	9,808,621	9,209,341	9,814,999	10,728,948	9,726,030	9,627,470	9,416,822	10,458,271	8,546,540	9,015,551	122,386,742
Ending Balance	21,643,385	18,724,876	18,064,895	18,224,452	22,726,722	24,156,989	29,562,046	30,781,152	35,128,961	35,474,900	29,928,360	26,912,809	
Cash Inflows - Outflows	\$ (\$332,397)	\$ (2,918,509)	\$ (659,981)	\$ 159,557	\$ 4,502,270	\$ 1,430,267	\$ 5,405,057	\$ 1,219,106	\$ 4,347,809	\$ 345,939	\$ (5,546,540)	\$ (3,015,551)	\$ (62,974)

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



COMPARISON OF BUDGET TOTALS
July 1, 2024 Through March 31, 2025

TOTAL INCOME	7/1/24 - 3/31/25	\$	83,726,947
TOTAL EXPENSES	7/1/24 - 3/31/25		<u>74,960,426</u>
	NET INCOME 3/31/25	\$	<u>8,766,520</u>

MARCH 2025

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	12,399,734	(2,600,266)	82.7%	15,000,000	11,892,409	(3,107,591)	79.3%
2	40210-Local Option Sales Tax	14,300,000	10,312,936	(3,987,064)	72.1%	16,700,000	10,726,428	(5,973,572)	64.2%
3	40000-41110-Other County Rev	1,761,800	1,014,933	(746,867)	57.6%	1,972,000	890,681	(1,081,319)	45.2%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	870,484	(305,442)	74.0%	869,936	1,320,605	450,669	151.8%
	SUBTOTAL LOCAL REVENUE	\$ 32,237,726	\$ 24,598,087	\$ (7,639,639)		\$ 34,541,936	\$ 24,830,124	\$ (9,711,812)	
5	46310-Project Diabetes Grant	93,900	120	(93,780)	0.1%	126,700	125,200	(1,500)	98.8%
6	46510-TISA	59,992,037	48,316,215	(11,675,822)	80.5%	63,477,651	51,371,129	(12,106,522)	80.9%
7	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,326,895	600,711	(726,184)	45.3%	1,500,605	958,251	(542,354)	63.9%
8	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	-	-	-	N/A
9	46596-Paid Parental Leave	-	-	-	N/A	150,000	179,372	29,372	N/A
10	46610-Career Ladder Program	57,146	36,640	(20,506)	64.1%	51,000	28,972	(22,028)	56.8%
11	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
12	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
13	46800-46990-Safe Schools and Public School Security Grant	768,542	424,818	(343,724)	55.3%	-	-	-	#DIV/0!
	SUBTOTAL STATE REVENUES	\$ 64,090,429	\$ 49,378,504	\$ (14,711,925)		\$ 65,305,956	\$ 52,662,924	\$ (12,643,032)	
14	47000- Federal Funds	274,582	-	(274,582)	0.0%	145,766	136,766	(9,000)	93.8%
	SUBTOTAL FEDERAL REVENUES	\$ 274,582	\$ -	\$ (274,582)		\$ 145,766	\$ 136,766	\$ (9,000)	
15	49100-49800 Insurance Recovery/Indirect Costs	460,000	25,224	(434,776)	5.5%	195,000	27,305	(167,695)	14.0%
16	49810-City of Murfreesboro Allocation	7,885,103	5,913,827	(1,971,276)	75.0%	7,885,103	5,913,827	(1,971,276)	75.0%
17	49820-City TN All Corp Grant	165,435	165,435	-	100.0%	156,000	156,000	-	100.0%
	SUBTOTAL OPERATING TRANSFERS	\$ 8,510,538	\$ 6,104,487	\$ (2,406,051)		\$ 8,236,103	\$ 6,097,133	\$ (2,138,970)	
	TOTAL REVENUES	\$ 105,113,275	\$ 80,081,078	\$ (25,032,197)	76.2%	\$ 108,229,761	\$ 83,726,947	\$ (24,502,814)	77.4%

YEAR-TO-DATE EXPENDITURE COMPARISON

MARCH 2025

PAGE 1

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	71100-Reg. Instruction	57,249,035	36,466,190	(20,782,845)	63.7%	59,643,455	\$ 39,131,038	(20,512,417)	65.6%
2	71200-Sp. Ed. Instruction	12,674,470	8,086,375	(4,588,095)	63.8%	13,539,841	8,890,968	(4,648,873)	65.7%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	115,313	(45,652)	71.6%	180,600	133,809	(46,791)	74.1%
5	72120-Health Services	1,098,216	590,734	(507,482)	53.8%	1,214,210	804,277	(409,933)	66.2%
6	72130-Guidance	3,623,785	2,366,261	(1,257,524)	65.3%	4,188,625	2,751,249	(1,437,376)	65.7%
7	72210-Reg. Instr. Support	2,548,064	1,659,900	(888,164)	65.1%	2,699,349	1,867,249	(832,100)	69.2%
8	72220-Sp. Ed. Support	1,999,863	1,205,831	(794,032)	60.3%	2,087,055	1,458,486	(628,569)	69.9%
9	72250-Technology	2,674,265	1,798,381	(875,884)	67.2%	2,738,190	1,981,796	(756,394)	72.4%
10	72310-Bd. Of Education	1,966,681	1,488,446	(478,235)	75.7%	2,086,320	1,768,309	(318,011)	84.8%
11	72320-Office of Supt.	440,109	288,002	(152,107)	65.4%	471,438	320,859	(150,579)	68.1%
12	72410-Office of Principal	5,703,089	2,917,712	(2,785,377)	51.2%	6,020,570	4,222,111	(1,798,459)	70.1%
13	72510-Fiscal Services	886,045	637,440	(248,605)	71.9%	861,755	660,674	(201,081)	76.7%
14	72520-Personnel Services	594,415	426,012	(168,403)	71.7%	596,835	440,871	(155,964)	73.9%
15	72610-Oper. Of Plant	6,402,482	3,950,048	(2,452,434)	61.7%	6,327,847	4,059,140	(2,268,707)	64.1%
16	72620-Maint. Of Plant	4,608,543	2,174,666	(2,433,877)	47.2%	3,259,108	1,971,757	(1,287,351)	60.5%
17	72710-Pupil Transp.	4,544,354	2,659,165	(1,885,189)	58.5%	5,113,613	3,299,440	(1,814,173)	64.5%
18	73300-Community Service	522,655	359,441	(163,214)	68.8%	507,561	313,315	(194,246)	61.7%
19	73400-Early Childhood Educ.	1,108,368	703,330	(405,038)	63.5%	1,142,547	712,863	(429,684)	62.4%
20	76100-Reg. Cap. Outlay	171,872	138,114	(33,758)	80.4%	3,243,219	32,255	(3,210,964)	1.0%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	139,959	(77,651)	64.3%	217,601	139,959	(77,642)	64.3%
	TOTALS	109,194,886	68,171,320	\$ (41,023,566)	62.4%	116,139,739	74,960,426	\$ (41,179,313)	64.5%

No Items.

COUNCIL COMMUNICATION

Meeting Date: 05/08/2025

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
RBCH Murfreesboro Beverage License Company,LLC	TownePlace Suites by Marriott @Murfreesboro	2708 Roby Corlew Ln	On-Premises	Hotel	New Location

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	RBCH Murfreesboro Beverage License Company, LLC
Name of Business	TownePlace Suites by Marriott @ Murfreesboro
Business Location	2708 Roby Corlew Ln
Type of Business	Hotel
Type of Permit Applied For	On-Premises

Type of Application:

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

Manager

Name	Sara Conley
Age	34
Residency City/State	Christiana, TN
Race/Sex	White/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly?	Yes
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Occupancy Application Approved?	No
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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.

No Items.

