

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
May 22, 2025

Public Comment on Actionable Agenda Items

PRAYER

Mr. Austin Maxwell

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Murfreesboro Transit Center Contingency Allowance Allocation CCF 10 (Project Development)
2. Mandatory Referral for Abandonment of a Portion of a Detention Pond Easement Along Elmcroft Avenue (Planning)
3. Mandatory Referral for Dedication of an Electric Easement along Lebanon Pike (Planning)
4. Retail Liquor Certificate of Compliance – Apple Liquor & Wine (Finance)
5. Agreement with Heritage Cleaners for Uniform Cleaning Services (Police)
6. Amendment Four to the Grant Contract (Police)
7. NetMotion Complete and Cohesity Archive Maintenance Renewal Agreement (Police)
8. Agreements for Car Wash Services for City Vehicles (Police)

Old Business

Ordinance

9. Ordinance 25-O-16 Modifying City Court Fees (2nd and Final Reading) (City Court)

New Business

Land Use Matters

10. Amending the PID zoning for property along Joe B Jackson Parkway (Planning)
 - a. Public Hearing: Amending the zoning on 151 acres
 - b. First Reading: Ordinance 25-OZ-15

Ordinance

11. FY26 Budget Public Hearing and Related Ordinances (Administration)
 - a. Public Hearing: Adoption of Proposed FY26 Budget
 - b. First Reading: Ordinance 25-O-09
 - c. First Reading: Ordinance 25-O-10
 - d. First Reading: Ordinance 25-O-19
12. Ordinance 25-O-17 FY26 Water & Sewer Rate (Water Resources)
 - a. First Reading: Ordinance 25-O-17

13. Sponsorship Ordinance 25-O-01 (Administration)

Resolution

14. Resolution 25-R-22 to Approve Use of Tax Exempt Bonds for VUMC
(Administration)

15. Resolution 25-R-19 – Unclaimed Property Request (Finance)

16. Resolution 25-R-18 City Schools FY25 Budget Amendment #10 (Schools)

On Motion

17. Approval of the FY26 MCIT Charitable Distributions (Administration)

18. FY25 Annual Audit Contract (Finance)

19. Murfreesboro Transit Center Contingency Allowance Allocation CCF 11 (Project
Development)

Board & Commission Appointments

20. Pension Committee (Mayor)

Licensing

21. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Murfreesboro Transit Center Contingency Allowance Allocation

Department: Project Development Department

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

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

Summary

Report of Murfreesboro Transit Center contract contingency allowance.

Staff Recommendation

The contingency report of use of the allowance is provided as information only.

Background Information

The attached change control log identifies the change requests, through change control forms, and tracks the allowance allocations issued through field work change directives. Note that this work change directive no. 10 does not change the contract price or contract time. The final contract price and number of working days will be adjusted accordingly in the final balancing change order at the end of the project.

Council Priorities Served

Expand infrastructure

Constructing a Transit Center will allow for continued improvement and expansion of transit services.

Fiscal Impact

The amount of the increased expense, \$25,655, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843.

Attachments

Change Control Log and Forms



Document G701™ – 2017

Change Order

PROJECT: (name and address)

Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro, Tennessee 37129

CONTRACT INFORMATION:

Contract For: Murfreesboro Transit Center
Date:

CHANGE ORDER INFORMATION:

Change Order Number: 011
Date: 3/26/2025

OWNER: (name and address)

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

ARCHITECT: (name and address)

HDR, INC.
120 BRENTWOOD COMMONS
WAY#525
BRENTWOOD, Tennessee 37027

TO CONTRACTOR: (name and address)

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067

THE CONTRACT IS CHANGED AS FOLLOWS:

Total Deduct of this CO=(\$25,654.97)

Added steel reinforcement necessary for steel canopy uplift loads that were not taken into consideration upon HDRs initial design. Resolution of the issue was not agreed upon by architect and the Contractor until after the interior finishes had been completed.

*RCCC and architect agreed to assist with half of total payment each to expedite completion

**In addition to this CO. Architect to credit Owner on forthcoming invoice \$25,654.97, the amount deducted from Owner's contingency, to be paid to Contractor on Architect's behalf.

PCO 034 Structural Steel canopy Steel Retrofit (\$25,654.97)

\$0.00

The original Contract Sum was

\$ 17,145,843.00

The net change by previously authorized Change Orders

\$ 700,000.00

The Contract Sum prior to this Change Order was

\$ 17,845,843.00

The Contract Sum will be changed by this Change Order in the amount of

\$ 0.00

The new Contract Sum including this Change Order will be

\$ 17,845,843.00

The Contract Time will not be changed

The new date Substantial Completion will be

NOTE: This Change Order does not include adjustment in the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HDR, INC.

ARCHITECT (Firm name)

[Signature]

344019E0F8D040B...

SIGNATURE

Neal Corbett

PRINTED NAME AND TITLE

4/21/2025

DATE

Bulley & Andrews Rock City, LLC

CONTRACTOR (Firm name)

[Signature]

C5E9E0100E5F402...

SIGNATURE

Joe Hyken

PRINTED NAME AND TITLE

4/21/2025

DATE

CITY OF MURFREESBORO

OWNER (Firm Name)

[Signature]

2430FEE75D2A4B9...

SIGNATURE

Darren W. Gore, City Manager

PRINTED NAME AND TITLE

4/25/2025

DATE

Signed by:

APPROVED AS TO FORM

[Signature]

Adam 43A2085E51F9401



AIA Document G701™ – 2017

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:51:03 CT on 08/05/2020 under Order No.4177726938 which expires on 03/28/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1932678762)

CHANGE CONTROL FORM NO. 10

Date Issued:	April 22, 2025	Project:	Murfreesboro Transit Center																				
Project No.:	ITB-07-2023	Contractor:	Rock City Construction Co LLC																				
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input checked="" type="checkbox"/> Work Change Directive <input type="checkbox"/> Contractor Change Request																							
Description of Change (attach necessary supporting documentation): Add CO 11 Which includes PCO 34. Added Steel reinforcement for steel canopy uplift loads that were not taken into consideration during the initial design. Deduct \$25,654.97 from the owner's contingency. Architect to credit Owner on forthcoming invoice \$25,654.97. The amount of the Owner's contingency after CCF 10 is \$251,746.23																							
Initiated By: <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative																							
Drawing(s) Reference: N/A		Spec. Reference: N/A																					
RFI Reference: N/A		Date of RFI: N/A																					
Attachments: CO # 11																							
<p style="text-align: center;">REQUEST FOR PROPOSAL/CHANGE REQUEST</p> <p>We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:</p> <div><div><input checked="" type="checkbox"/> No Change in Contract Amount is Required</div><div><input type="checkbox"/> A Change in Contract Amount is Required:</div></div> <div><div><input checked="" type="checkbox"/> No Change in Contract Time is required</div><div><input type="checkbox"/> A Change in Contract Time is Required:</div></div>																							
<p style="text-align: center;">WORK CHANGE DIRECTIVE</p> <p>You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.</p>																							
<p style="text-align: center;">FIELD ORDER</p> <p>This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.</p>																							
<p style="text-align: center;">AUTHORIZING SIGNATURES</p> <table><tr><td>ENGINEER:</td><td>CONTRACTOR:</td><td>OWNER:</td><td>RESIDENT PROJECT REPRESENTATIVE:</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>(print name)</td><td>(print name)</td><td>(print name)</td><td>(print name)</td></tr><tr><td>Date:_____</td><td>Date:_____</td><td>Date:_____</td><td>Date:_____</td></tr></table>				ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:	_____	_____	_____	_____	_____	_____	_____	_____	(print name)	(print name)	(print name)	(print name)	Date:_____	Date:_____	Date:_____	Date:_____
ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:																				
_____	_____	_____	_____																				
_____	_____	_____	_____																				
(print name)	(print name)	(print name)	(print name)																				
Date:_____	Date:_____	Date:_____	Date:_____																				

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: Murfreesboro Transit Center
Contract No. ITB-07-2023
Arch/Eng: HDR Engineering, Inc.
Contractor: Rock City Construction Co LLC

Original Contract Amount:	\$ 17,145,843.00
Adjusted Contract Amount:	\$ 17,845,843.00
Contingency Allowance Amount:	\$ 700,000.00
Remaining Contingency Allowance Amount:	\$ 251,746.23

CCF No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	ADD-Owners Contingency Allowance	CO	OWNER	APPROVED	Council	1/9/2024	1/9/2024	1/26/2024	0	\$ -	\$ 700,000.00	
2	ADD-MTE Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2024	0	\$ (27,121.18)	\$ -	\$ 672,878.82
3	ADD-Irrigation Change to spray heads	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2024	0	\$ (2,676.05)	\$ -	\$ 670,202.77
4	ADD-GAS Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	1/5/2024	1/5/2024	2/14/2024	0	\$ (17,940.00)	\$ -	\$ 652,262.77
5	ADD-Communication lines new route	WCD	CONTRACTOR	APPROVED	Craig Tindall	4/2/2024	4/17/2024	4/29/2024	0	\$ (40,240.84)	\$ -	\$ 612,021.93
6	DEDUCT-PCO 12,13 Foundation and Piping credit	WCD	CONTRACTOR	APPROVED	Craig Tindall	4/30/2024	5/14/2024	5/23/2024	0	\$ 18,166.00	\$ -	\$ 630,187.93
7	ADD-LT over allowance	WCD	CONTRACTOR	APPROVED	Council	10/1/2024	10/1/2024	11/8/2024	0	\$ (84,045.19)	\$ -	\$ 466,142.74
8	ADD- PCO's 6,8,9,10,13, 19 through 28, 30, 32,33	WCD	CONTRACTOR	APPROVED	Darren Gore	12/16/2024	3/6/2025	3/12/2025	0	\$ (34,662.69)	\$ -	\$ 431,460.05
9	ADD- PCO's 31,35,36,38	WCD	CONTRACTOR	PENDING	Council	3/6/2025	4/10/2025		31	\$ (154,058.85)	\$ -	\$ 277,401.20
10	ADD-PCO 34	WCD	ENGINEER	PENDING	Darren Gore	3/26/2025	4/22/2025		0	\$ (25,654.97)	\$ -	\$ 251,746.23
11												
12												
13												
14												
Totals											\$ (448,253.77)	\$ 251,746.23

Abbreviations
RFP = REQUEST FOR PROPOSAL
FO = FIELD ORDER
WCD = WORK CHANGE DIRECTIVE
CCR = CONTRACTOR CHANGE REQUEST

A Contract Times
Extension Requires
City Council Approval



PCO #034

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #034: Structural Steelcanopy Steel Retrofit (\$25,654.97)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	034 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	2/12/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#011 - Steel Retrofit
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	45 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Structural Steelcanopy Steel Retrofit (\$25,654.97)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Structural Steel Retrofit

-Added steel reinforcement necessary for steel canopy uplift loads that were not taken into consideration upon HDRs initial design.

-Architect to credit Owner on forthcoming invoice \$25,654.97, the amount deducted from Owner's contingency, to be paid to Contractor on Architect's behalf.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	05-05100.S STRUCTURAL STEEL		\$16,050.00
2	01-01003.L LABOR FOREMAN.Labor		\$3,744.50
3	09-09500.S ACOUST CEILING		\$3,528.20
4	88-83000.U FEE		\$2,332.27
5	88-82002.U OWNERS CONTINGENCY.Undefined		\$(25,654.97)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC
830 Crescent Centre Drive Suite 140
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



4219 Hwy 49 W Springfield TN, 37172

615-610-2689

Bid date: 01/23/25 Rev 2/21/25

Joe Hyken

Project Manager

830 Crecent Centre Drive, Suite 140

Franklin, Tn 37067

Total= ~~\$32,100~~
50% off
new total= \$16,050

DS
JH

PROJECT: Transit – Retrofit Columns and beams

Thanks for the opportunity to quote this project.

Our lump sum proposal for labor and equipment to erect/install the steel for the Transit retrofit steel as per the following scope:

Drawings bid from 10S101, 10S102, SKETCH “A”, Sketch “B”

Scope Includes installation of:

Base	31.15
Fringe	15.66
FICA/FUTA/SUTA	3.85
Insurance	2.49
W Comp	25.54
Tools	17.16
Supervision	2.35
Warrenty	1.8
	100

- Sketch “A” scope of work welding in 2 – 3/8 plate gussets is in 11 areas
- Sketch A total \$9,900 – 3M 3HRS X \$100/ HR x 11
- Sketch “B” scope of work welding in 1 - 3/8” x 3” x 18” gusset plate is in 13 areas
- Sketch “B” total \$15,600 3M 4HRS X \$100/HR x 13
- Fire blankets, materials and equipment \$2,100
- Drawings, engineering and 3rd party inspections \$4,500 – Drawings \$500, Engineering Stamp \$2,500 , 3rd party inspections \$1,500
- Touch up paint where work is performed

Cumberland Welding and Fabrication 4219 Highway 49 W. Springfield, TN 37172

- **All work performed off ladders**

Excludes any removal of existing construction to gain access to 24 areas of work

Work week Monday – Friday 40 hour week

Furnish labor, equipment tax

Site Erection- bench mark within 50' and control lines established and maintained by others as deemed necessary.

Adequate ground bearing for construction equipment such as manlift, forklift, and cranes, any additional grout bearing material needed will be at cost plus, to included leveling, gravel, steel plates and wooden mats.

We need 10' wide compacted area around perimeter of the building for our equipment

Exclusion-

restrooms provided by others, concrete scanning if required, road closures, de-watering any kind, Light gauge metals, all precast connections and embeds. Shoring, wage scale, verification of field dimensions

Additional job specific Exclusions:

- Field dimensions by others.
- Any Material other than listed
- Demolition work
- Light gauge framing
- All field Verification regarding size and condition of existing construction
- Shoring existing structure
- Removal and/or replacement of existing building elements that prevent access to our work
- Inspection of existing framing
- All inspections (unless noted in inclusions)
- Street closure and permit and traffic control personal
- Disposal of shipping dunnage, general refuse from the work site.
(Dumpsters provided by others),

- Demolition of any kind

Please read our proposal carefully, if is not listed in our scope of work, it is not included in our price. Feel free to contact us if there are items you would like us to price.

Let me know if you have any questions.

Mark Seaver – Senior Project Manager

Cumberland Welding & Fabrication

4217 Hwy 49 West

Springfield, TN

Office: 615-622-6017 __Cell: 615-626-7814

CUMBERLANDWELDINGFABRICATION.COM

Above All Acoustics LLC
705 West Main St.
Elkton, KY 42220
(270) 839-2257
daryl@aaacoustics.net
aaacoustics.net

ABOVE ALL ACOUSTICS
 ABOVE ALL ACOUSTICS

EXTRA WORK PROPOSAL

02/18/2025

CLIENT	PROJECT	INSTRUCTIONS
Rock City Construction	Transit Center	Acoustical Ceilings//ATAS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ACT Area	Mobilization 7.00 per hour Install 35.00 per hour Email/Phone 3.00 per hour	45.00per Hour	\$1440.00
ATAS Area	Mobilization 7.00 per hour Specialty Install 45.00 Email/Phone 3.00	55.00per Hour	\$5280.00
Sub Total			\$6720.00

QUOTE GOOD FOR 90 DAYS//SUBJECT TO A 6.5% MATERIAL INCREASE AFTER 90 DAYS	PAYMENT TERMS NOT TO EXCEED NET 30 DAYS	TAX .06	
*SIGN:	*DATE:	OVERHEAD 5%	\$336.40
SIGN: DARYL ANDERSON	DATE: 02/18/2025	TOTAL:	\$7056.40

Total= ~~\$7,056.40~~
 50% off
 new total= \$3,528.20

DS
 JH

Thank you for your business!

Above All Acoustics LLC
705 West Main St.
Elkton, KY 42220
(270) 839-2257
daryl@aaacoustics.net
aaacoustics.net

ABOVE ALL ACOUSTICS
 ABOVE ALL ACOUSTICS

PROPOSAL OF EXTRA WORK

02/18/2025

CLIENT	PROJECT	INSTRUCTIONS
Rock City Construction	Transit Center	Acoustical Ceilings/ATAS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ACT Area	Demo ceiling grid and tile and put back like new. Areas shown in (Blue) 340sqft Demo and Put Back Labor Only		
	2 men 2 days 8hrs per day 32 total man hours	45.00	\$1440.00
ATAS Area	Based on colored areas (RED) shown as removal 425sqft Pricing is for Demo and Put back Labor Only		
	2 men 6 days 8hrs per day 96 total man hours	55.00	\$5280.00
L&M	Subtotal		\$6720.00

Estimate

Estimate No.: 1
Sheet No.
Date: 2/7/2025
Estimator: Joe Hyken

Total = ~~\$7,489~~
50% off
new total = \$3,744.50



FOUNDATION AND SLAB PLAN

COLUMN FOUNDATION SCHEDULE					
MARK	LENGTH	WIDTH	THICKNESS	REINFORCING	NOTES
F5.5	9'-0"	9'-0"	1'-6"	(6) #5 T&B EW	
F6.5	6'-0"	6'-0"	1'-4"	(6) #5 T&B EW	
F8.0	8'-0"	8'-0"	1'-10"	(9) #6 T&B EW	
F8.5	9'-0"	9'-0"	1'-5"	(7) #7 T&B EW	
F9.5	9'-0"	9'-0"	2'-3"	(8) #7 T&B EW	

NOTES:
1. SEE DETAILS 599S503 AND G / 105501 FOR ADDITIONAL INFORMATION

MARK	BASE PLATE SCHEDULE				NOTES
	PLATE LENGTH IN (IN)	PLATE WIDTH B (IN)	PLATE THICKNESS T (IN)	ANCHORS	
BP1	14	14	7/8	(4) 1/2 GR 36 CP (14" EMBED)	
BP2	12	12	3/4	(4) 3/4 GR 36 CP (12" EMBED)	
BP3	16	16	3/4	(4) 1/2 GR 36 CP (17" EMBED)	
BP4	16	16	1 1/4	(4) 1 1/2 GR 36 CP (14" EMBED) MIN 1" PLATE WELD	
BP5	16	16	1 1/2	(4) 1 1/2 GR 36 CP (16" EMBED) MIN 1" PLATE WELD	
BP6	18	12	1 3/8	(4) 1 1/2 GR 36 CP (12" EMBED) MIN 1" PLATE WELD (4) 1/6 COLUMN TO PLATE ANCHORS	

NOTES:

1. SEE DETAIL 139S505 FOR ADDITIONAL INFORMATION.
2. SEE SPECIFICATIONS FOR ANCHOR BOLT PROJECTION.

GENERAL NOTES:

1. SEE 906 SHEETS FOR STRUCTURAL GENERAL AND MATERIAL NOTES.
2. COORDINATE THE WORK OF ALL TRADES WITH THE STRUCTURAL ENGINEER, MECHANICAL ENGINEER, CIVIL MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS.
3. FINISHED FLOOR NOMINAL ELEVATION IS 102'-4". SEE CIVIL FOR REFERENCE ELEVATION. ALL ELEVATIONS LISTED ARE RELATIVE TO NOMINAL ELEVATION.
4. TOP OF FOUNDATION FOR FOUNDATIONS SHALL BE 96'-8". UNO.
5. SI INDICATES SAWN CONTROL JOINT. SEE DETAIL 906502 FOR ADDITIONAL INFORMATION.
6. (*) INDICATES DIMENSION TO BE CONSIDERED TO FABRICATION AND CONSTRUCTION.

KEYNOTES:

1. 5" THICK CONCRETE SLAB W/ #4 @ 12" EW @ MID-THICKNESS. PLACE 15 MIL VAPOR RETARDER BETWEEN SLAB AND 6" OF #57 STONE.
2. EXTERIOR FACE OF STUD.


FOUNDATION LEGEND:

FIG. # INDICATES SPREAD FOUNDATION. SEE SCHEDULE THIS SHEET AND DETAIL 5/96S503 AND G10CS501 FOR ADDITIONAL INFORMATION.

BP# INDICATES COLUMN BASE PLATE.
SEE SCHEDULE THIS SHEET. SEE
DETAIL 1/99S505 FOR ADDITIONAL

P# INDICATES CONCRETE PIER. SEE
DETAIL 8/99S503 FOR ADDITIONAL
INFORMATION.

ROOF BEAM RETROFIT LEGEND:

-  indicates beam end connection retrofit (above), see sketch A
 indicates beam stiffener retrofit (above), see sketch B

- Remove Ceiling tile and grid 6" from wall as needed

- Remove Metal Ceiling 6' from

- Open to above not work
necessary



PROJECT MANAGER	JON C. HOLLER
CIVIL	M. TAYLOR
LANDSCAPE	A. SPATZ
STRUCTURAL	R. MACCAFFERRI
ARCHITECTURAL	N. CORBETT
MECHANICAL	C. WORK
FIRE LIFE SAFETY	A. SENK
ELECTRICAL	E. CHINNIS
PROJECT NUMBER	10111992

[illegible]

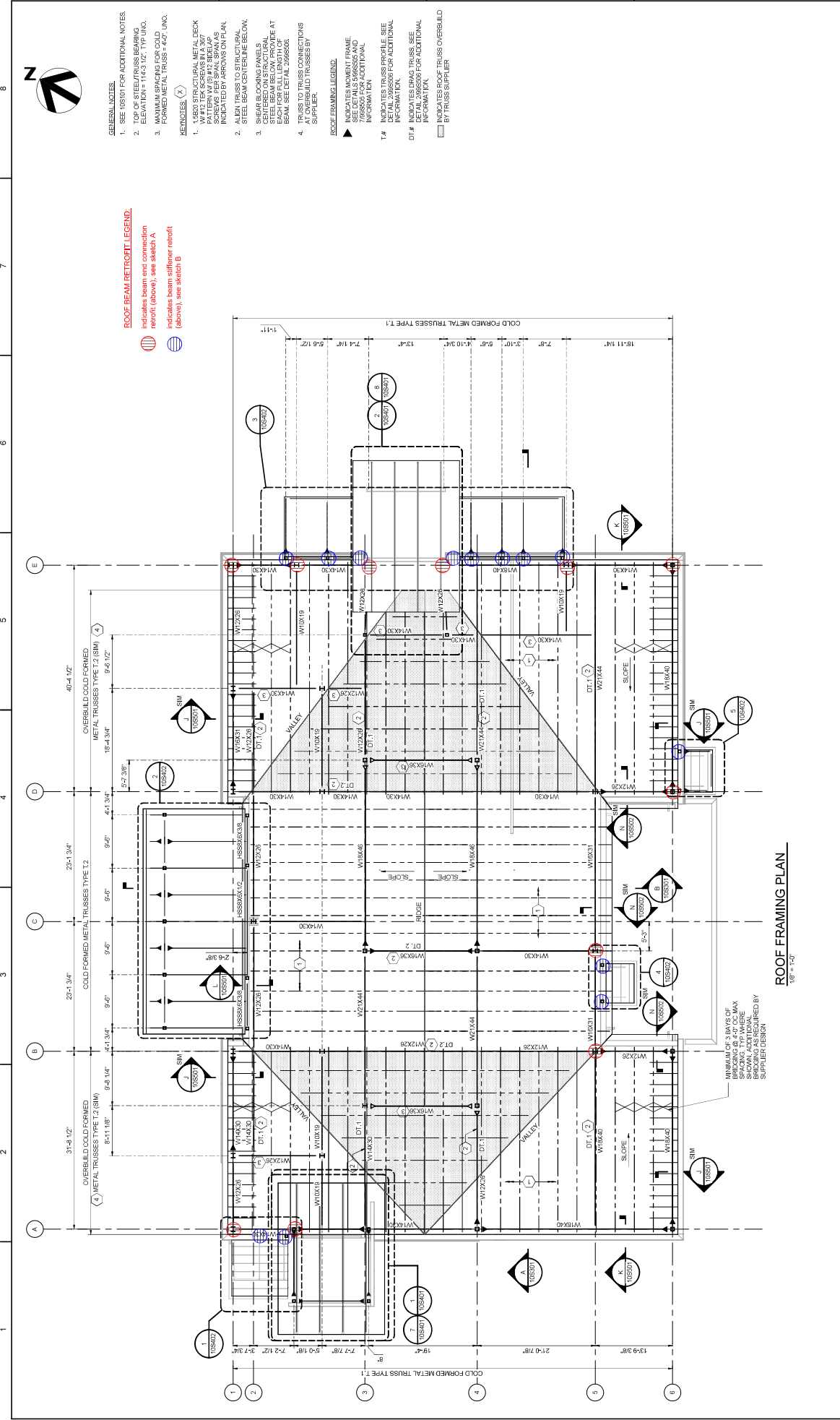
CITY OF
MURFREESBORO
TRANSIT CENTER

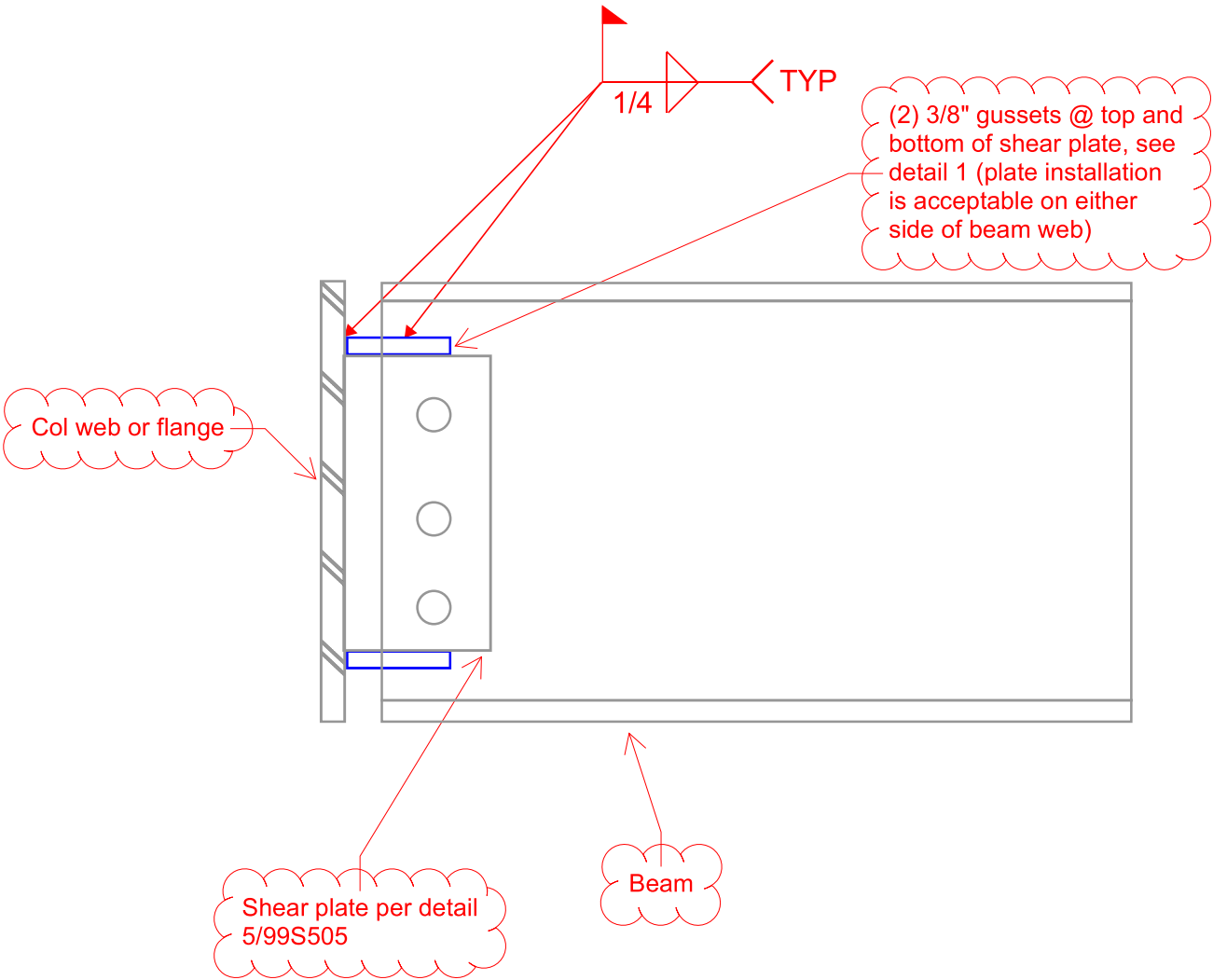


ADMINISTRATION BUILDING FOUNDATION PLAN

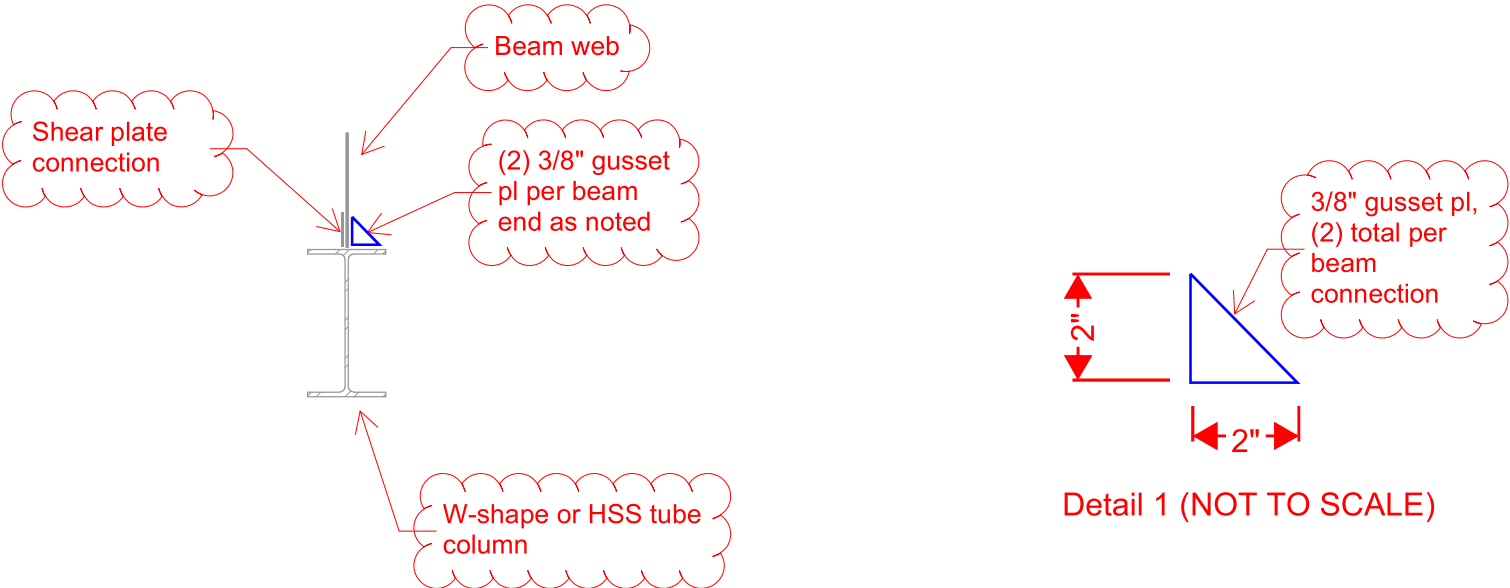
SHEET
10S101

LENAME	10111952-10-S.M
SCALE	1.00" = 4' 0"



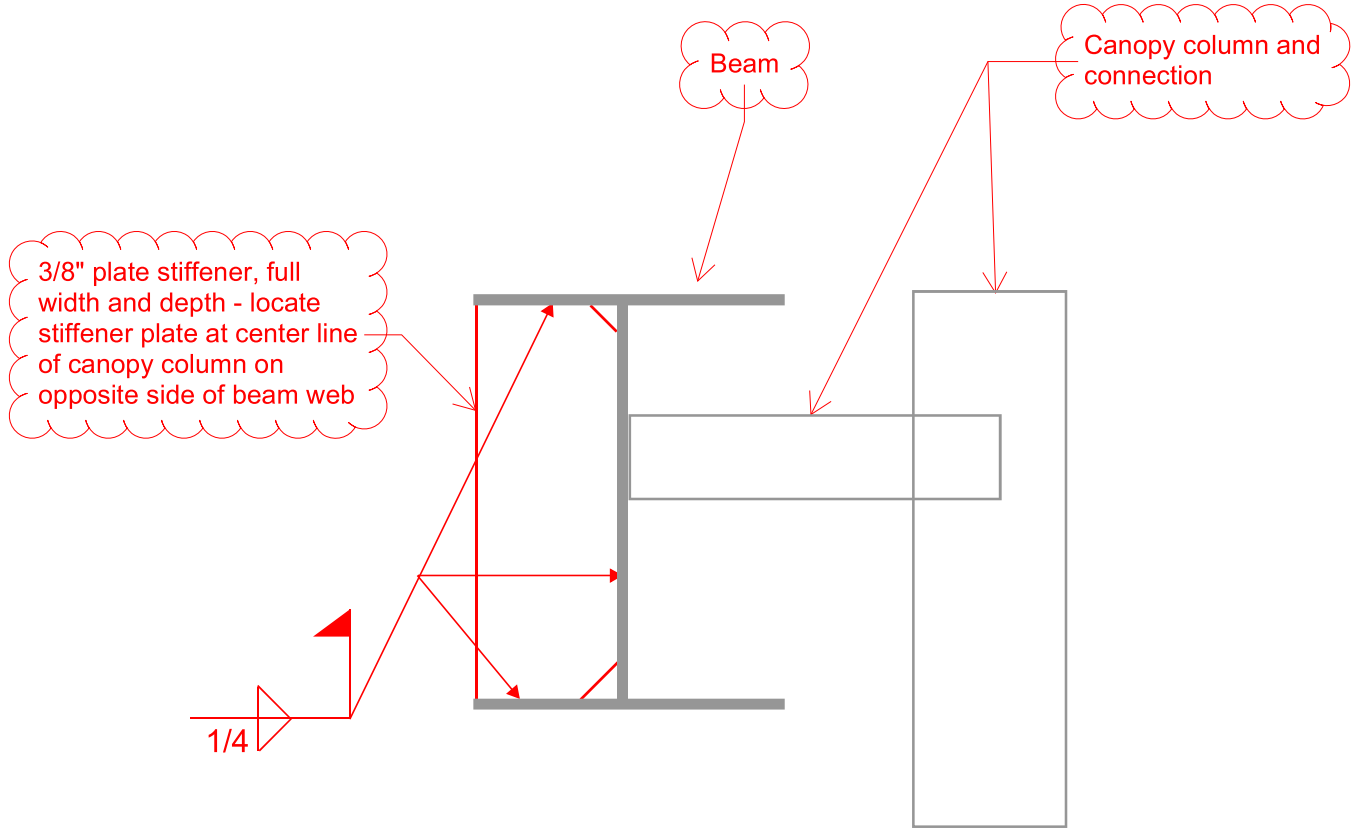


Sketch A (NOT TO SCALE)



Plan (NOT TO SCALE)

Detail 1 (NOT TO SCALE)



Sketch B (NOT TO SCALE)

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Mandatory Referral for Abandonment of a Portion of a Detention Pond Easement Along Elmcroft Avenue

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning 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 to allow abandonment of a portion of a detention pond easement located on property east of Elmcroft Avenue.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its May 7, 2025 regular meeting.

Background Information

In this mandatory referral [2025-705], Council is being asked to consider abandoning a portion of a detention pond easement. The detention pond easement in question is located within one of the common areas in the Gardens of Three Rivers subdivision. The developer is preparing to record the plat for the final phase of the development (Section 2, Phase 2). This plat proposes to resubdivide this common area, giving a portion of it to one of the new lots. However, since the portion of the common area in question also contains a detention pond easement, the easement must be abandoned in order for a structure to be built on that portion of the proposed residential lot.

According to the applicant's letter, the portion of the easement in question is located outside of the physical limits of the detention pond, so removing the easement and transferring this area to Lot 57 will have no impact on the storage capacity of the pond. The City Engineer has reviewed the request and concurs that "the easement appears to be in excess" and that there are "no facilities within the easement." She does not object to the approval of this request, as long as a 20' drainage easement is retained along the entire rear of Lot 57.

The Planning Commission and Planning Staff recommend that the City Council approve this request subject to the following conditions:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument(s).
- 2) The drainage easement abandonment should be subject to the final review and

approval of the legal instrument(s) by the City Legal Department.

- 3) The applicant will be responsible for recording the legal instrument(s) and for paying any recording fees.
- 4) The recording of the legal instrument(s) abandoning the easement in question and the subdivision plat creating the new 20' drainage easement shall be done simultaneously.

Council Priorities Served

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, abandoning an existing surplus easement, so that the property owners can more fully enjoy and utilize their property.

Attachments:

1. Staff comments from 05/07/2025 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 7, 2025
PROJECT PLANNER: MATTHEW BLOMELEY**

5.b. Mandatory Referral [2025-705] for the abandonment of a portion of a detention pond easement on property located along Elmcroft Avenue, Patterson Company, LLC applicant.

This easement abandonment request is from SEC, Inc. on behalf of Patterson Company, who is the developer of the Gardens of Three Rivers residential subdivision located east of Cason Lane. The applicant is asking to abandon a portion of a detention pond easement that is located within one of the common areas of the subdivision. The easement in question was recorded with the Gardens of Three Rivers, Section 1 plat in 2020.

The developer is preparing to record the plat for the final phase of the development (Section 2, Phase 2). This plat proposes to resubdivide this common area, giving a portion of it to one of the new lots (Lot 57). However, since the portion of the common area in question also contains a detention pond easement, the easement must be abandoned in order for a structure to be built on that portion of the proposed Lot 57.

According to the applicant's letter, the portion of the easement in question is located outside of the physical limits of the detention pond, so removing the easement and transferring this area to Lot 57 will have no impact on the storage capacity of the pond. The City Engineer has reviewed the request and concurs that "the easement appears to be in excess" and that there are "no facilities within the easement." She does not object to the approval of this request, as long as a 20' drainage easement is retained along the entire rear of Lot 57. .

Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
- 2) The drainage easement abandonment should be subject to the final review and approval of the legal documents by the City Legal Department.
- 3) The applicant will be responsible for recording the legal instrument and for paying any recording fees.
- 4) The recording of the legal instrument abandoning the easement in question and the subdivision plat creating the new 20' drainage easement shall be done simultaneously.



City of Murfreesboro
Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, **INCLUDING** abandonment of right-of-way..... \$350.00
Mandatory Referral, **NOT INCLUDING** abandonment of right-of-way..... \$150.00

Property Information:

Tax Map/Group/Parcel: 114 Parcel 15.11

Address (if applicable): South of Audubon Ln. & Barringer Ln.

Street Name (if abandonment of ROW): N/A

Type of Mandatory Referral: Detention Pond Easement abandonment

Applicant Information:

Name of Applicant: John Miner

Company Name (if applicable): SEC, Inc

Street Address or PO Box: 850 Middle TN Blvd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: [REDACTED]

Phone Number: 615-890-7901

Required Attachments:

- ☒ Letter from applicant detailing the request
- ☒ Exhibit of requested area, drawn to scale
- ☐ Legal description (if applicable)


Applicant Signature

04/28/2025

Date

April 28, 2025

Mr. Matthew Blomeley
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: The Gardens of Three Rivers Section 2, Phase 2
Detention Pond Easement Abandonment Mandatory Referral
SEC Project No. 18150

Dear Matthew,

The portion of the detention pond easement that is being requested to be abandoned is to acquire a greater buildable area for the proposed Lot 57. This abandonment will not affect the drainage of the detention pond, as the proposed abandonment does not fall within the storage area of the detention pond.

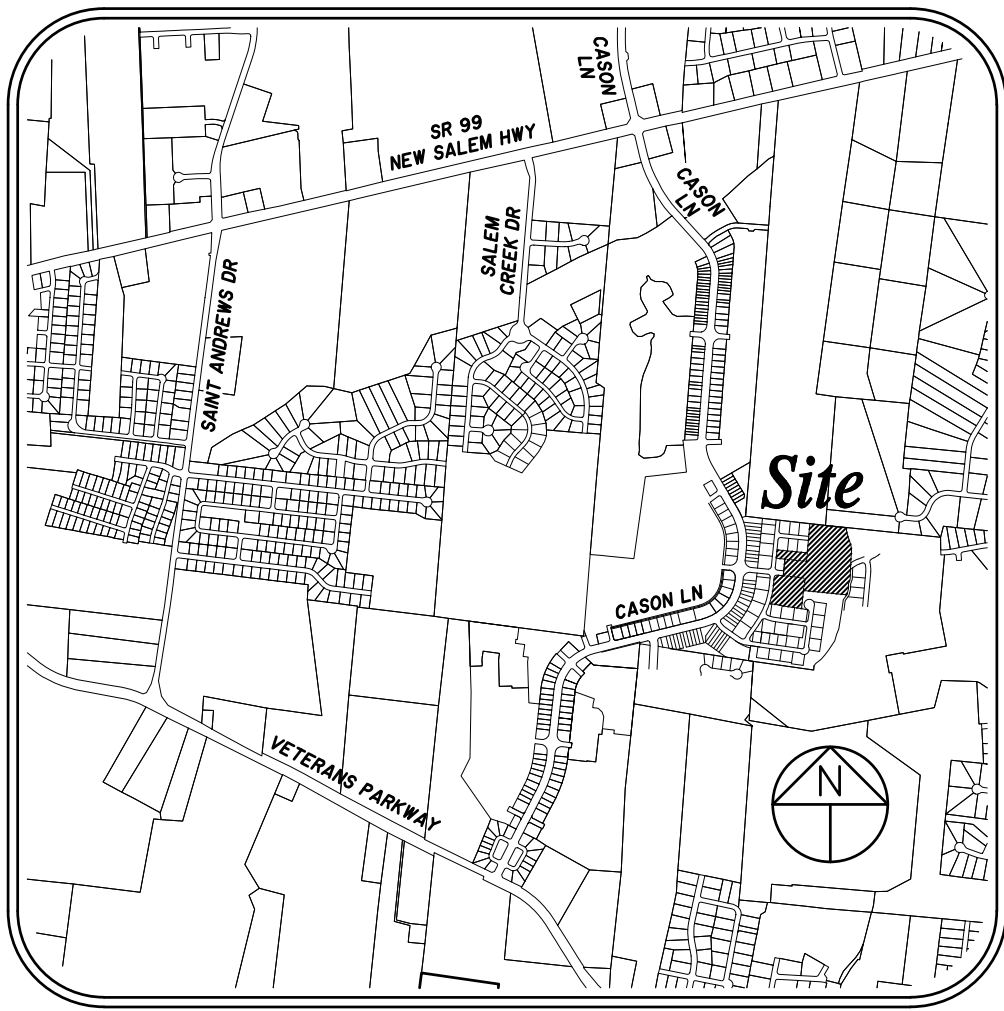
Please find the attached supplemental documents to support the mandatory referral request to abandon the highlighted portion of the detention pond easement at the property located south of the Audubon Lane and Barringer Lane intersection.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or [REDACTED].

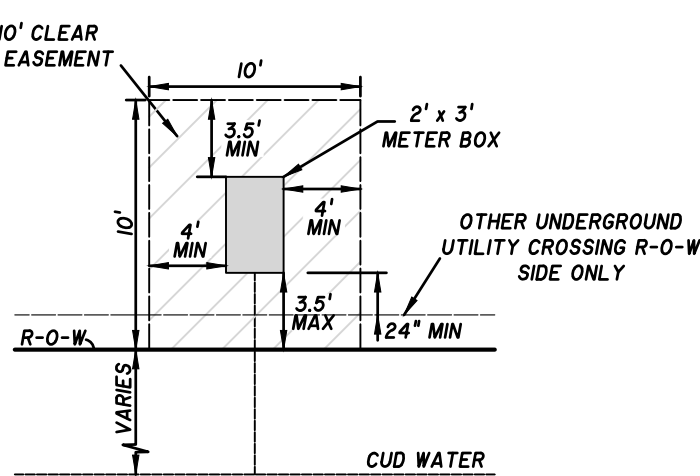
Sincerely,



John Miner, P.E.
SEC, Inc.



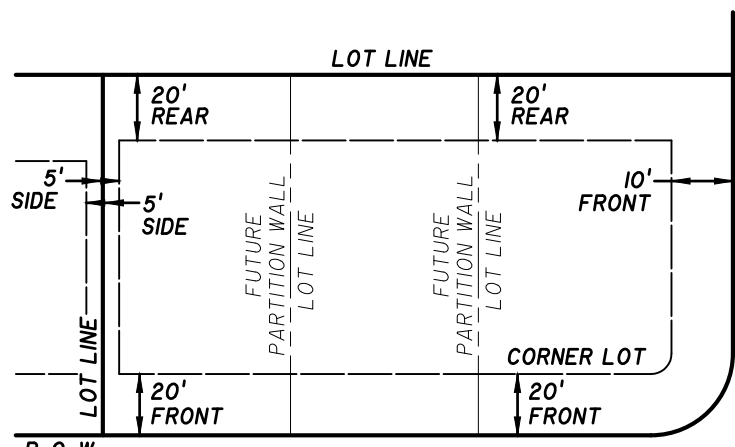
LOCATION MAP N.T.S.



CONSOLIDATED UTILITY DISTRICT SINGLE FAMILY RESIDENTIAL METER CLEAR SPACE REQUIREMENT N.T.S.

1. CLEAR SPACE TO BE VOID OF DRAINAGE FACILITIES, STRUCTURES, DRIVEWAYS, MAILBOXES, SIDEWALKS, TREES, PUBLIC UTILITIES, AND UTILITY SERVICE CONNECTIONS.
2. SEWER SERVICES, TREES, AND BUILDINGS TO BE LOCATED A MINIMUM 10 FT. AWAY FROM WATER SERVICE AND VAULT.
3. OTHER UNDERGROUND UTILITY CROSSINGS SHALL COMPLY WITH SEPARATION REQUIREMENTS OUTLINED IN C.U.D. TECHNICAL SPECIFICATIONS.

CURVE DATA	ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	12°44'32"	805.00'	175.03'	19.99'	N 12°14'34" W	178.66'
C2	8°58'52"	250.00'	37.66'	18.97'	N 32°13'30" E	37.89'
C3	7°43'58"	209.00'	28.54'	14.29'	N 32°38'02" E	28.52'
C4	8°58'52"	17.00'	26.47'	16.77'	N 39°34'27" W	23.87'
C5	23°41'00"	209.00'	66.42'	43.64'	N 65°12'53" E	65.61'
C6	90°47'28"	17.00'	26.94'	17.84'	N 50°25'53" E	24.21'
C7	2°20'23"	250.00'	10.25'	5.13'	S 35°22'35" W	10.25'
C8	2°20'23"	209.00'	3.96'	1.98'	S 36°00'14" W	3.96'
C9	10°38'10"	255.00'	47.34'	23.74'	S 6°36'26" W	47.27'
C10	32°14'54"	25.00'	14.07'	7.23'	N 22°38'37" E	13.85'
C11	2°23'03"	250.00'	93.68'	47.39'	N 10°14'24" E	93.14'
C12	10°46'07"	250.00'	86.60'	43.74'	N 24°19'20" E	86.77'
C13	9°24'25"	250.00'	41.21'	20.65'	N 09°44'02" E	41.17'
C14	37°03'14"	25.00'	24.89'	13.39'	S 67°17'41" W	23.88'
C15	30°00'00"	25.00'	39.27'	22.00'	N 04°49'18" W	35.36'
C16	2°51'07"	255.00'	12.69'	6.35'	S 85°36'16" E	12.69'
C17	2°51'07"	255.00'	12.69'	6.35'	S 85°36'16" E	12.69'
C18	2°51'07"	255.00'	12.69'	6.35'	S 85°36'16" E	12.69'
C19	2°51'07"	255.00'	12.69'	6.35'	S 85°36'16" E	12.69'
C20	2°51'07"	255.00'	12.69'	6.35'	S 85°36'16" E	12.69'
C21	18°13'10"	205.00'	66.42'	33.50'	N 68°12'23" E	66.13'
C22	20°58'07"	205.00'	75.02'	37.94'	N 66°46'24" E	74.61'



TYPICAL MINIMUM BUILDING SETBACKS (VILLAS LOTS - ALL) N.T.S.

THE RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERSEDES THE RECORDING OF THE COMMON AREAS ON A FINAL PLAT ENTITLED "SECTION I, THE GARDENS OF THREE RIVERS SUBDIVISION" AS RECORDED IN PLAT BOOK 43, PAGE 260, R.O.C., TN. ALL OTHER INFORMATION ON SAID PLAT, INCLUDING THE RECORDING OF RIGHTS-OF-WAY AND EASEMENTS, SHALL REMAIN THE SAME.

LEGEND

- IRON PIN (FOUND)
- IRON PIN SET (NEW)

R.O.C., TN. REGISTERS OFFICE, RUTHERFORD COUNTY, TENNESSEE

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 OR GREATER AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN, OR WILL BE, PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

SEC. INC.

DATE REGISTERED SURVEYOR

TENN. R.L.S. No. 2381

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, UTILITIES THEREIN, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE

RECORD BOOK 2195, PAGE 3687
DEED CORRECTED BY
RECORD BOOK 2346, PAGE 1837

PATTERSON COMPANY, LLC
C/O WESLEY K. PATTERSON, PRESIDENT/OWNER

CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION (MTEMC) WILL PROVIDE ELECTRIC SERVICE TO THE SUBJECT PROPERTY ACCORDING TO THE NORMAL OPERATING PRACTICES OF MTEMC AS DEFINED IN THE RULES AND REGULATIONS, BYLAWS, POLICY BULLETINS AND OPERATIONAL BULLETINS OF MTEMC, AND IN ACCORDANCE WITH THE PLAT APPROVAL CHECKLIST, TREE PLANTING GUIDELINES AND OTHER REGULATIONS CONTAINED ON THE MTEMC WEB SITE AT WWW.MTEMC.COM (COLLECTIVELY THE "REQUIREMENTS"). NO ELECTRIC SERVICE WILL BE PROVIDED UNTIL MTEMC'S REQUIREMENTS HAVE BEEN MET AND APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF MTEMC. ANY APPROVAL IS, AT ALL TIMES, CONTINGENT UPON CONTINUING COMPLIANCE WITH MTEMC'S REQUIREMENTS.

DATE

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP. OFFICIAL

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY WATER SERVICE JURISDICTION
I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS, OR THE SPECIFICATIONS OF THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY IF THEY ARE MORE STRINGENT, AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY TO ASSURE COMPLETION OF SAME.

DATE

CONSOLIDATED UTILITY DISTRICT
OF RUTHERFORD COUNTY OFFICIAL

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE SEWER LINES AND APPURTENANCES FOR THE SEWER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DESIGN CRITERIA FOR SEWAGE WORKS; (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME; OR (3) THAT A SUBSURFACE SEWAGE SYSTEM WILL BE PERMITTED SUBJECT TO THE APPROVAL OF THE RUTHERFORD COUNTY HEALTH DEPARTMENT.

DATE

MURFREESBORO WATER RESOURCES OFFICIAL

CERTIFICATE OF THE APPROVAL OF STREETS AND DRAINAGE

I HEREBY CERTIFY: (1) THAT STREETS, DRAINAGE STRUCTURES, DRAINAGE IMPROVEMENTS, AND STORMWATER QUALITY CONTROLS FOR THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS; OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

DATE

CITY ENGINEER

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF REVENUE, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RUTHERFORD COUNTY REGISTER OF DEEDS PROVIDED THAT IT IS SO RECORDED WITHIN ONE YEAR OF THIS DATE.

DATE

PLANNING COMMISSION SECRETARY

GENERAL NOTES

1. THE PURPOSE OF THIS PLAT IS TO CREATE 11 LOTS OF RECORD AND TO RECORD RIGHT OF WAY, COMMON AREA, AND EASEMENTS, AS SHOWN AND TO RESUBDIVIDE 2 COMMON AREAS PREVIOUSLY RECORDED.
2. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO CITY OF MURFREESBORO URBAN GROWTH BOUNDARY MONUMENT UG802-484 (NAD 83-96).
3. THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 4749C0265 H, EFFECTIVE DATE JANUARY 5, 2007.
4. ANY MINIMUM FINISHED FLOOR ELEVATION (MIN. FFE) SHOWN INCLUDES THE MAIN BUILDING, GARAGES AND ACCESSORY STRUCTURES.
5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
6. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR. THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH.
7. SUBJECT PROPERTY IS ZONED PRO. MINIMUM BUILDING SETBACKS FOR THIS SITE ARE: FRONT - 20 FT. SIDE - 5 FT-0' ON ATTACHED SIDE / SIDE ON RIGHT-OF-WAY (ROW) - 10 FT-CORNER SIDE REAR - 20 FT.
8. THE SOILS MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUTTING OR FILLING OPERATIONS PERFORMED DURING OR BEFORE DEVELOPMENT; THEREFORE, THE BUILDER OF ANY PROPOSED STRUCTURE SHALL INVESTIGATE THE CURRENT CONDITIONS AND CONSULT WITH A GEOTECHNICAL EXPERT OR OTHER QUALIFIED PERSON AS HE DEEMS APPROPRIATE TO ASSURE HIMSELF THAT THE DESIGN OF THE PROPOSED FOUNDATION IS ADEQUATE.
9. IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT IN ACCORDANCE WITH A SUITABLE GRADING AND DRAINAGE PLAN WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
10. PUBLIC UTILITY EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY UTILITIES SUCH AS MIDDLE TENNESSEE ELECTRIC, NATURAL GAS COMPANIES, AT&T, CABLE TELEVISION SERVICES AND OTHERS.
11. UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES THE MINIMUM FLOOR ELEVATION (M.F.E.) TO BE SET AT OR ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. AS AN ALTERNATIVE, THE HOME OWNER SHALL INSTALL A BACKWATER VALVE PER THE PLUMBING CODE AND EXECUTE AND RECORD A RELEASE OF INDEMNITY/CAUTION AGAINST THE CITY OF MURFREESBORO WITH REGARDS TO THE SANITARY SEWER CONNECTION. THE HOME BUILDER AND/OR HOME OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THIS REQUIREMENT.
12. ANY STREET IN THIS SUBDIVISION MAY BE EXTENDED INTO ADJOINING PROPERTY AT ANY TIME WITHOUT ADDITIONAL NOTICE OR CONSULTATION.
13. THE STREETS IDENTIFIED ON THIS PLAT MAY BE CONSTRUCTED OR RECONSTRUCTED IN THE FUTURE WITHOUT CONSULTATION OR NOTICE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION.
14. EASEMENTS IN THE SUBDIVISION MAY NOT HAVE INFRASTRUCTURE CONSTRUCTED WITHIN THEM UNTIL SOME FUTURE TIME AND THERE MAY BE NO NOTICE OR CONSULTATION WITH THE INDIVIDUAL LOT OWNERS OF THIS CONSTRUCTION.
15. A MANDATORY OWNERS ASSOCIATION IS REQUIRED AS A CONDITION OF APPROVAL IN ORDER TO MEET OBLIGATIONS ESTABLISHED BY THE DEVELOPER.
16. ALL COMMON AREAS IN THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN.
17. A HOMEOWNERS ASSOCIATION WAS CREATED IN R.B.K. 592, PG. 1029, AND THE LATEST DECLARATION OF COVENANTS & RESTRICTIONS AMENDED IN THE FOLLOWING: R.B.K. 500, PG. 1626, R.B.K. 574, PG. 1009, R.B.K. 794, PG. 2501, R.B.K. 894, PG. 2410, R.B.K. 1283, PG. 3126, R.B.K. 1853, PG. 2306, AND R.B.K. 1937, PG. 2082. A RATIFICATION IS ALSO RECORDED IN R.B.K. 1046, PG. 2095. FURTHER AMENDED IN R.B.K. 1285, PG. 3837, R.B.K. 1955, PG. 3604.
18. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY LOT IN THIS SUBDIVISION, THE OWNER SHALL POST A BUILDING PERMIT SURETY IN AN AMOUNT TO BE DETERMINED BY THE CITY ENGINEER TO ASSURE CONSTRUCTION OF LOT INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRAINAGE IMPROVEMENTS, OR CONSTRUCTION OF WATER QUALITY ELEMENTS. SUCH CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
19. THIS SITE CONTAINS POST-CONSTRUCTION BEST MANAGEMENT PRACTICES UTILIZED IN TREATING STORMWATER RUNOFF IN ORDER TO COMPLY WITH MURFREESBORO CITY CODE. A STORMWATER MAINTENANCE AGREEMENT IS RECORDED WITH THIS PROPERTY AND OBLIGATES ALL SUBSEQUENT OWNERS TO ADHERE TO THE STORMWATER MAINTENANCE PLAN ON FILE WITH THE CITY OF MURFREESBORO.
20. THIS PROPERTY IS WITHIN THE SALEM/BARFIELD ASSESSMENT DISTRICT.
21. PERMITTED EXTERIOR MATERIALS FOR THE PROPOSED HOMES ARE BRICK, STONE, AND CEMENT BOARD SIDING. VINYL WILL ONLY BE ALLOWED IN THE TRIM AND SOFFITS.
22. PER THE APPROVED PRO, EACH BUILDING ADJACENT TO AN ALLEY WILL BE REQUIRED TO PROVIDE AUTOMATIC LIGHTING FOR THE ALLEY. IN ADDITION, PER THE APPROVED PRO, ALL YARDS MUST BE SODDED.
23. GARAGES ARE RESTRICTED TO THE PARKING OF CARS, NO STORAGE IS PERMITTED.
24. CUD ACCESS TO THE DESIGNATED METER LOCATION AREA SHALL BE UNENCUMBERED BY DRIVEWAYS, SIDEWALKS, FENCING OR LANDSCAPING. A PERMANENT ACCESS EASEMENT EXISTS ON EACH LOT AT THE METER VAULT LOCATION. THIS EASEMENT IS INTENDED TO ASSURE SERVICE AND REPAIR ACCESS TO THE METER(S) AND SERVICE LINE(S). CUD WILL NOT BE LIABLE TO REPAIR OR REPLACE ANY REMOVED OR DAMAGED ENCROACHMENTS WITHIN THE EASEMENT AND WILL NOT BE FINANCIALLY LIABLE FOR DAMAGES TO ANY ENCROACHMENTS. (SEE CUD CLEAR SPACE DETAIL).
25. CUD WILL REQUIRE A SET TAP EASEMENT TO BE SHOWN ON THE FUTURE RE-SUB FINAL PLATS FOR ANY LOTS THAT REQUIRE THE WATER METER TO BE LOCATED ON AN ADJACENT LOT.
26. PLOT PLANS PREPARED BY A LICENSED SURVEYOR MUST BE PROVIDED FOR PLANNING DEPARTMENT REVIEW AND APPROVAL FOR ALL LOTS AT THE TIME BUILDING PERMIT APPLICATION. IN ADDITION, A LICENSED SURVEYOR WILL BE REQUIRED TO LAY OUT THE FOOTING FOR THESE LOTS AND PROVIDE WRITTEN CONFIRMATION THAT THERE ARE NO ENCROACHMENTS INTO ANY EASEMENTS OR BUILDING SETBACKS.

FINAL PLAT

THE GARDENS OF THREE RIVERS SECTION TWO, PHASE TWO AND THE RESUBDIVISION OF COMMON AREA LOTS SECTION ONE, THE GARDENS OF THREE RIVERS SUBDIVISION

CITY OF MURFREESBORO, TENNESSEE
12th CIVIL DISTRICT OF RUTHERFORD COUNTY

SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING

850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. #

18150

DATE:

10-17-24

REV: 4-25-25

FILE:

G3RIVERS_2-2

DRAWN BY:

ATS

SCALE:

1" = 50'

SHEET

1 OF 1



Outfall

FINAL OUTFALLS

NUMBER	DESCRIPTION	ACRES	% SLOPES
1	PROPOSED DETENTION POND/SEDIMENT BASIN	6.97	1-2%
2	EXISTING DETENTION POND/SEDIMENT BASIN	4.69	1-2%
3	SOUTH CORNER OF THE SITE	0.38	1-2%

Note:
100 Year Flood Elevations are based on information provided by Neel-Schaffer. This is being used as best available information and has not been adopted yet. These are provisional at this time. This stream has no floodway designated, but is limited to 1.0' rise in BFE. The Floodway shown will insure the 1.0' limit is not exceeded.

3-15' Wide x 4.25' High
100' Standard Slab Bridge
With Open Bottom (See
Detail). Slab Shall Have
1.5" Min Asphalt Driving
Surface On Top of Slab
w/ Pedestrian Safety Rail
(See Detail).
**SLAB SHALL BE SET ON
BEDROCK OR SIT ON
OTHERWISE USE BOX
BRIDGE EQUIV.**

Notes:

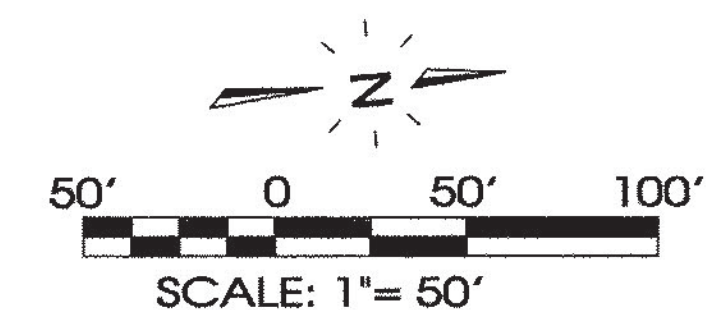
- All cut and fill work shown on lots must be completed prior to release of building permits.
- Compaction reports must be submitted on all fill lots prior to the issuance of any building permits.
- The Lots must be stabilized or EPSC protected along with public infrastructure prior to final plat being signed.
- MPE's are set for local drainage.

*NOTES:

- Final SWPPP Plan Requires Individual Homebuilder To Sign Onto NOI & SWPPP. City Of Murfreesboro homebuilder SWPPP Has Been Included In Overall Development's SWPPP For Reference & Use On Sheet 11.
- Final EPSC Measures Shown Here On Shall Be Enacted As Early As Practical During Construction. Stabilization Timing Criteria Has Been Established In The SWPPP and TNCGP.
- Sediment Trap(s) Shall Remain In Service Until Infrastructure Construction Is Completed And Upstream Areas Stabilized. At Time Of Removing Sediment Trap From Service, Contractor Shall Dewater Per TNCGP Approved Method, Demuck Pond Area, Fine Grade Per Plan, Install Pond Outlet, And Stabilize Detention Pond.

See Sheet 11 For Pipe & Structure Tables

Legend:			
<input type="checkbox"/>	EXIST. CONCRETE MONUMENT		BENCHMARK
<input type="checkbox"/>	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
<input type="checkbox"/>	IRON PIN FOUND (I.P.F.)		VAN ACCESSIBLE HANDICAP DESIGNATION
	EXIST. SIGN POST		HC SIGN
	EXIST. SEWER CLEANOUT		PROPOSED SIGN POST
	EXIST. MANHOLE (SEWER & PHONE)		CONCRETE BOLLARD
	EXIST. CATCH BASIN (STORM SEWER)		WHEEL STOP
	EXIST. WATER/GAS VALVE		CONCRETE SIDEWALK
	EXIST. TELEPHONE RISER		EXTRUDED CURB
	EXIST. GAS RISER		CURB & GUTTER
	ELECTRICAL ENCLOSURE		TRAFFIC ARROW
	EXIST. WATER METER		TURN LANE ARROWS
	EXIST. UTILITY POLE		REVISION NUMBER
	EXIST. FIRE HYDRANT		DRAINAGE STRUCTURE DESIGNATION
	POST INDICATOR VALVE		DRAINAGE PIPE DESIGNATION
	BLOW OFF VALVE		RIP RAP
	REDUCER		RUNOFF FLOW ARROW
	REMOTE FIRE DEPT. CONNECTION		INLET FILTER PROTECTION
	CONCRETE THRUST BLOCK		PROPOSED SPOT ELEVATION
	DOUBLE DETECTOR CHECK VALVE		EXIST. SPOT ELEVATION
	FIRE DEPT. CONNECTION		SEWER/STORM FLOW DIRECTION
	FIRE HYDRANT		CATCH BASIN
	GATE VALVE & BOX		CURB INLET
	WATER METER		AREA DRAIN
	GAS METER		HEADWALL
	GREASE TRAP		WINGED HEADWALL
	EXTERIOR CLEANOUT ECO		CONCRETE SWALE
	MANHOLE		TYPE-X- HEADWALL
EXISTING PHONE PH _____			
EXISTING ELECTRIC OH _____			
PROPERTY LINE _____			
EASEMENTS _____			
RIGHT OF WAY _____			
EROSION CONTROL SILT FENCE _____			
EROSION EEL _____			
EXISTING TREELINE _____			
EXISTING FENCELINE _____			
MINIMUM BUILDING SETBACK LINE _____			
PHASE BOUNDARY _____			
EXISTING GAS LINE _____			
PROPOSED GAS LINE _____			
EXISTING STORM _____			
PROPOSED STORM _____			
EXISTING CONTOUR LINES _____			
PROPOSED CONTOUR LINES _____			
EXISTING SANITARY SEWER _____			
PROPOSED SANITARY SEWER _____			
EXISTING WATER _____			
PROPOSED WATER _____			



SEC, Inc.
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD
MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 896-2567
NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.

The Gardens Of Three
Rivers Section 2, Phase 2
Murfreesboro, Tennessee

Grading & Drainage &
Final EPSC/SWPPP Plan

10 of 17



... creating a better quality of life.

MEMORANDUM

DATE: April 29, 2025
TO: Matthew Blomeley
FROM: Michele Emerson
RE: Detention Pond Easement Abandonment for Gardens of Three Rivers Lot 57

In response to your April 28, 2025 request, we have reviewed the drainage easement abandonment request for Gardens of Three Rivers Lot 57 and offer the following comments on behalf of the Engineering Department.

The request to abandon a portion of the detention pond easement should be subject to submission and recording of a final plat that records a 20' drainage easement on the rear property line of lot 57. The detention pond easement abandonment and final plat recording should be done simultaneously. The easement appears to be in excess and has no facilities within the easement.

In order to facilitate the abandonment process, the applicant should be prepared to provide legal descriptions and exhibits necessary for the City to draft the necessary legal documents as well as any recording fees. In addition, the drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.

C: Chris Griffith
John Tully
Josh Upham
Katie Noel
Matt Fasig

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Mandatory Referral for Dedication of an Electric Easement along Lebanon Pike

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning 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 to allow dedication of an electric easement on City-owned property located along the east side of Lebanon Pike.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its May 7, 2025 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of an electric easement for Middle Tennessee Electric (MTE) on property that the City owns along the east side of Lebanon Pike. The property in question is currently developed with Walter Hill Park. The proposed easement will accommodate electric infrastructure to facilitate the installation of cameras and lighting at Walter Hill Park.

Staff and the Planning Commission recommend that the mandatory referral be approved subject to the following conditions:

- 1) MTE will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally dedicate the proposed easement. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
- 2) MTE will also be responsible for recording these instrument(s), including payment of the recording fee.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE and the City with physical improvements at Walter Hill Park.

Attachments:

1. Planning Commission staff comments from 05/07/2025 meeting
2. Exhibits of the proposed easement
3. Draft easement document

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 7, 2025
PROJECT PLANNER: MARC SHACKELFORD-ROWELL**

7. a. Mandatory Referral [2025-704] to consider the dedication of an electric easement on City-owned property located along Lebanon Pike, Middle Tennessee Electric applicant.



In this mandatory referral, the Planning Commission is being asked to consider the dedication of an electric easement for Middle Tennessee Electric (MTE) on City-owned property along Lebanon Pike. The subject property is developed with the Walter Hill Park and the Walter Hill Dam. The proposed easement will support electrical infrastructure upgrades on the property, located at 5430 Lebanon Pike.

According to MTE, the purpose of this upgrade is to provide power to a meter pedestal that will support cameras and lighting for the City of Murfreesboro. This electrical easement will specifically serve the City-owned property developed with Walter Hill Park.

An exhibit showing the location of the proposed power line and easement is included in the agenda materials.

Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

- 1) If approved by City Council, Middle Tennessee Electric will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instruments to formally dedicate the proposed easement in question. The legal instruments will be subject to final review and approval of the Legal Department.
- 2) Middle Tennessee Electric will also be responsible for recording these instruments, including payment of the recording fee.



City of Murfreesboro
Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: 046/03700

Address (if applicable): 5430 Lebanon Rd

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Electric easement needed

Applicant Information:

Name of Applicant: Ben Martin

Company Name (if applicable): Middle Tennessee Electric

Street Address or PO Box: 810 Commercial Ct

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address:

Phone Number: 615-476-6117

Required Attachments:

- ☐ Letter from applicant detailing the request
- ☐ Exhibit of requested area, drawn to scale
- ☐ Legal description (if applicable)

Ben Martin

Applicant Signature

4/2/2025
Date

April 2, 2025

RE: City of Murfreesboro Property located at 5430 Lebanon Rd

To whom it may concern,

Middle Tennessee Electric is planning to energize power to a meter pedestal that will serve cameras/lights for the City of Murfreesboro located at the Walter Hill dam at 5430 Lebanon Rd on the City property.

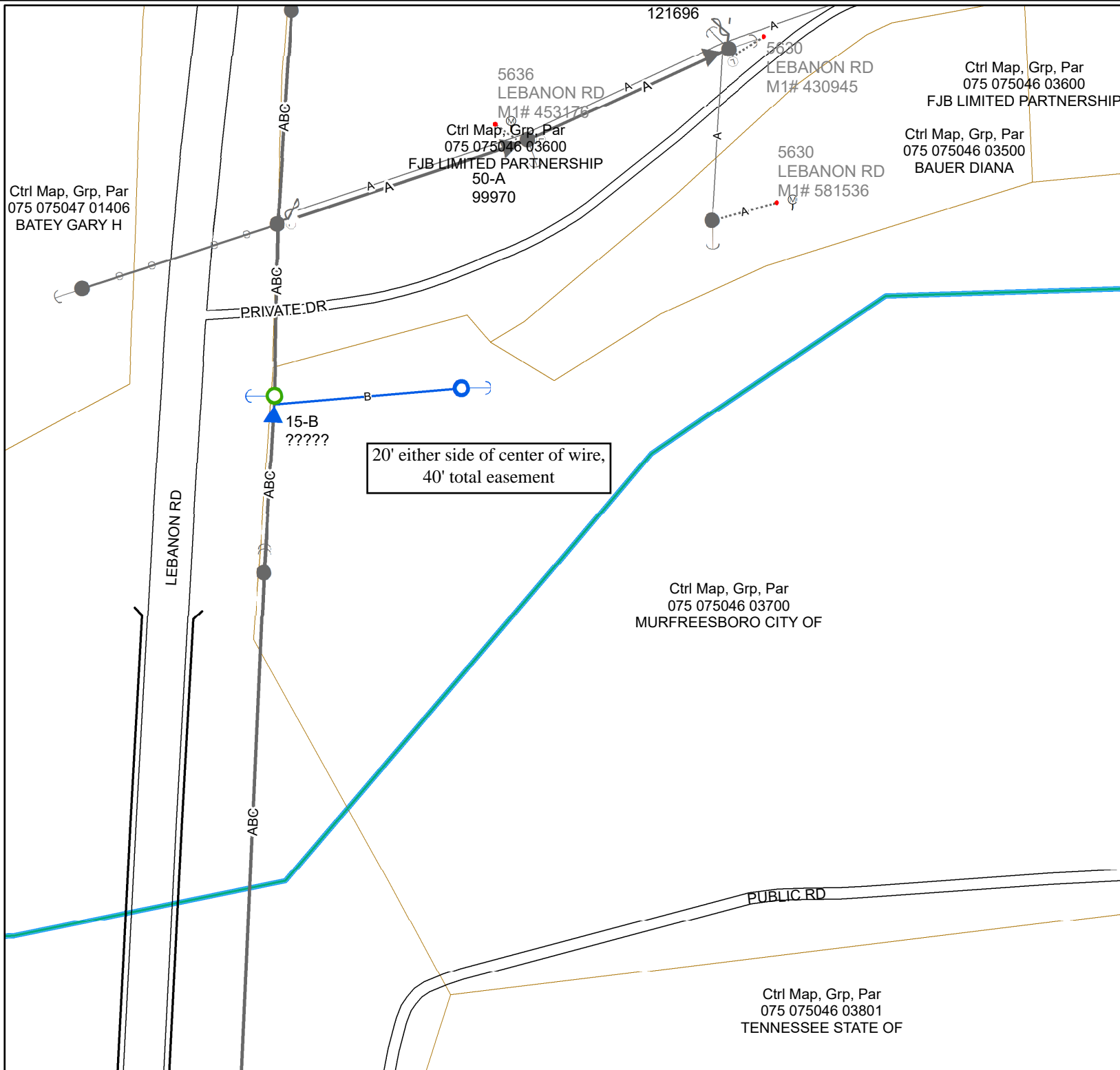
MTE is requesting a signed easement for these new facilities.

Please let me know if you have any questions or need additional information for this request.

Sincerely,

Ben Martin

Ben Martin
Development Engineer



Right-of-Way

Easement

This instrument prepared by: MTE
555 New Salem Highway, Murfreesboro, TN 37129
____ Employee Initials



Service Location # _____ Meter Set SO # _____ WO# _____

Grantor: _____ And/by _____

Select one of the following: ☐unmarried ☐married ☐business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, if attached, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County _____ State of Tennessee Tax Map: _____ Group: _____ Parcel: _____

Address _____
House/building# _____ Street/Road Name _____ City _____ Zip _____

and such Property being of record in Deed Book _____, Page _____, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 202____.

Print Name/Title of Authorized Signatory

Print Name/Title of Authorized Signatory

Legal Signature

Legal Signature

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

On the ____ day of _____, 202____, personally appeared before me, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

On the ____ day of _____, 202____, personally appeared before me, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Retail Liquor Certificate of Compliance – Apple Liquor & Wine – Location and Name Change

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 Sanjaykumar A. Patel for the Apple Liquor & Wine at 5430 NW Broad St. which is a location and name 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

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Sanjaykumar A. Patel
Age	46
Home Address	1706 Jose Way
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name of Business Entity	Sun5353 LLC
Name of Business	Apple Liquor & Wine
Business Location	5430 NW Broad St

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input type="checkbox"/>
Name Change	<input checked="" type="checkbox"/>
Renewal	<input type="checkbox"/>
Location Change	<input checked="" type="checkbox"/>
Corporation	<input type="checkbox"/>
LLC	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

Application Completed Properly?	Yes
--	-----

The actual application is available in the office of the City Recorder.

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Agreement with Heritage Cleaners for Uniform Cleaning Services

Department: Police/Fire

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Consider agreement with Heritage Cleaners for uniform cleaning services.

Staff Recommendation

Approve the agreement with Heritage Cleaners.

Background Information

ITB-35-2025 for Uniform Cleaning Services for Police and Fire Rescue Departments, was issued April 1, 2025. Heritage Cleaners was the lowest responsible bidder. This contract provides laundry and dry-cleaning services for both the Police and Fire Departments.

Fiscal Impact

The expense is funded from the departments' operational budgets with an annual expected expense of \$110,000 for MPD and \$35,000 for MFRD. The contract provides for up to four additional one-year renewals, the expense of which will be covered in each budget year.

Attachments

Agreement for Uniform Cleaning Services

**Agreement
for
Uniform Cleaning Services for City of Murfreesboro
Police and Fire Rescue Departments**

This Agreement is entered into and effective as of _____, ("Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and Heritage Cleaners LLC, a Limited Liability Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-35-2025 – Uniform Cleaning Services for Police and Fire Rescue Departments, issued April 1, 2025 (the "Solicitation");
- Contractor's Proposal, dated April 10, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated April 10, 2025 (the "Price Proposal") as Exhibit A; and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

- 1. Duties and Responsibilities of Contractor.** Contractor shall provide and City shall purchase the services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-35-2025 – Uniform Cleaning Services for Police and Fire Rescue Departments."
- 2. Term.** The term of this Agreement shall be for one (1) year and commences on the July 1, 2025, and expires on June 30, 2026. The Agreement may be renewed for four (4) additional one-year terms at the discretion of the City and written mutual agreement of Contractor and the City.
- 3. Price Increases.** Notwithstanding the foregoing, Contractor may request a price increase prior to the commencement of a renewal term. Contractor shall make such requests in writing to the City at least sixty (60) days prior to expiration of the then current term of the Contract. Contractor's failure to request a price increase at least sixty (60) days prior to expiration of the then current term of the Contract shall result in renewal of the Contract for an additional one-year term (up to a maximum of five years) at the prior term's prices, unless the City elects not to renew the Contract. Any such price increases must be supported by appropriate documentation and approved by City Council for the requested increase to be binding on the City.
- 4. Termination.** Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the

condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

5. Payment and Delivery. The price for the services and other items to be provided under this Agreement is set forth in the Contractor's Price Proposal (Exhibit A). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. **All invoices must have a printed name and signature of City employee, City department to be included with the monthly invoice.** Each City Department should be billed individually with separate invoices. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

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

7. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	If to Contractor: Chad McCaslin, President Heritage Cleaners, LLC 960 NW Broad Street Murfreesboro, TN 37130
---	--

- 10. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 11. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 12. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 13. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 14. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 15. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 16. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

- 17. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 18. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 19. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 20. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 21. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 22. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. §12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
- 24. Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 25. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the effective date first listed above.

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Approved as to form:

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

Heritage Cleaners, LLC

DocuSigned by: _____
Chad McCaslin
508BDB48497C43D...
Chad McCaslin, President

PURCHASING DEPARTMENT BID FORM	
Date:	4-10-25
Bid Name:	ITB-35-2025 UNIFORM CLEANING SERVICES
Name of Company:	Heritage Cleaners LLC
INSTRUCTIONS: All prices <u>must</u> include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary to provide this service, freight, delivery, installation, and training instructions. Pricing for each component shall be effective from July 1 st , 2025, until June 30, 2026. A second, third, fourth and fifth period shall be effective July 1 through June 30 for each of the respective fiscal years upon mutual agreement of the Contractor and the City. City is not subject to sales tax.	

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items and/or services upon which price(s) are quoted, at the price set opposite each item unless otherwise specified. **Awarded bidder will honor prices for other City of Murfreesboro departments and other local governments.**

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	15,000 (Laundry)	Uniform Shirt / Blouse (Long / short sleeve)	\$ 1.50	\$ 22,500
1A	15,000 (Dry Clean)	Uniform Shirt / Blouse (Long / short sleeve)	\$ 3.00	\$ 45,000
2	15,000 (Laundry)	Uniform Pants / Slacks / Shorts	\$ 3.00	\$ 45,000
2A	15,000 (Dry Clean)	Uniform Pants / Slacks / Shorts	\$ 3.00	\$ 45,000
3	2,500 (Laundry)	Dress Pants / Slacks	\$ 3.00	\$ 7,500
3A	2,500 (Dry Clean)	Dress Pants / Slacks	\$ 3.00	\$ 7,500
4	2,500 (Laundry)	Dress Shirt / Blouse (Long / short sleeve)	\$ 1.50	\$ 3,750
4A	2,500 (Dry Clean)	Dress Shirt / Blouse (Long / short sleeve)	\$ 3.00	\$ 7,500
5	200 (Dry Clean)	Dress Jacket (Blazer)	\$ 3.00	\$ 600

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
6	100 (Dry Clean)	Dress Uniform (Jacket and pants / slacks)	\$ 6.00	\$ 600
7	200 (Dry Clean)	Dress Suit (Jacket and pants / slacks / skirts)	\$ 6.00	\$ 1200
8	50 (Dry Clean)	Dress	\$ 6.00	\$ 300
9	100 (Laundry)	Utility and BDU Uniforms (Blue / Camouflage / Black)	\$ 6.00	\$ 600
10	25 (Laundry)	Coveralls (Long / short sleeve – plain / insulated type)	\$ 6.00	\$ 150
11	300 (Laundry)	Body Armor Covers	\$ 3.00	\$ 900
12	100 (Dry Clean)	Ties / Dickies / Scarves	\$ 1.50	\$ 150
13	200 (Dry Clean)	Convertible Jacket (With / without liner)	\$ 3.00	\$ 600
14	200 (Dry Clean)	Lightweight Jacket	\$ 3.00	\$ 600
15	25 (Laundry)	Raincoat (Long / short – plain / reversible)	\$ 3.00	\$ 75
16	200	Garment Pressing Only	\$ 1.50	\$ 300
17	100	Turn Out Gear - Pants	\$ 3.00	\$ 300
18	100	Turn Out Gear – Coats	\$ 3.00	\$ 300
19	20	Traffic Vest	\$ 3.00	\$ 60
Alterations				
20	50	Hemming Pants / Slacks	\$ 16.00	\$ 800
21	20	Hemming Skirts	\$ 22.00	\$ 440
22	20	Tailoring Shirts	\$ 30.00	\$ 600

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
23	20	Waist Alteration (Pants / Slacks)	\$ 15.00	\$ 300
24	100	Seam Repairs (Pants / Slacks / Shirts / Blouses)	\$ 10.00	\$ 1000
25	200	Patch / Emblem / Chevron Attachment / Repair	\$ 10.00	\$ 2000
26	100	Braid / Pants Stripe Repair	\$ 6.00	\$ 600
27	20	Zipper Repair (Shirt)	\$ 12.50	\$ 250
28	20	Zipper Repair (Pants)	\$ 12.50	\$ 250
29	20	Zipper Replacement (Shirts)	\$ 22.50	\$ 450
30	20	Zipper Replacement (Pants)	\$ 22.50	\$ 450
31	10	Zipper Repair Body Armor Carrier, heavy duty	\$ 35.00	\$ 350
Subtotal Bid Amount				\$ 197,975
(Before reduction(s) for multiple locations and extended hours)				
Bid reduction for multiple locations is claimed: (Subtotal Bid Amount x 1.5%) -				\$ -
Bid reduction for extended hours is claimed: (Subtotal Bid Amount x .5%) -				\$ 989.88
Total bid amount after any reductions:				\$ 196,985 ¹²
Does the Owner(s) or any employee(s) have a possible conflict of interest?				
			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Years of experience in the laundry and dry-cleaning business?				
			30+	
Number of years this business has been in existence?				
			30+	
Will subcontractor(s) be used to perform this service?				
			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(table continued on next page)				

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
If yes, whom? <i>N/A</i>				
Location	Address		Phone	Hours of Operation
1	<i>960 NW Broad ST</i>		<i>415-8950660</i>	<i>M-F 630-650 Sat 9-1</i>
2				
3				
4				
5				
6				

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Amendment Four to Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant Contract

Department: Police

Presented by: Chief Bowen

Requested Council Action:

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

Summary

Consider amendment four to Tennessee Law Enforcement Hiring, Training and Recruitment Program grant contract.

Staff Recommendation

Approve the grant amendment.

Background Information

Council approved the State Grant Contract for the Tennessee Law Enforcement Hiring, Training and Recruitment Program on August 10, 2023. The State has recently submitted Amendment Four to the grant contract for the purpose of extending the term of the contract by one year to expire on March 19, 2029. The total amount of the grant remains the same at \$500,000, however, that award is now split over six years instead of five, reducing the annual maximum benefit from \$100,000 to \$83,333.

Council Priorities Served

Maintain public safety

Hiring and retention of qualified law enforcement personnel to effectively address public safety concerns.

Fiscal Impact

This is a cost-sharing grant with an annual maximum benefit of \$83,333. Costs that exceed the amounts reimbursed by the State for FY25 will be covered through the department's operating budget. Future years will be budgeted for accordingly.

Attachments

Amendment Four to Grant Contract



GRANT AMENDMENT

Agency Tracking # 33501-2548462	Edison ID 77833-79	Contract # 77833-79	Amendment # 4
Contractor Legal Entity Name City of Murfreesboro			Edison Vendor ID 0000004110
Amendment Purpose & Effect(s) To amend the Term of the Grant Contract and revise the definition of an "Eligible Officer".			
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: March 19, 2029	
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$0.00
Funding —			
FY	State	Federal	Interdepartmental
2024	\$83,333.34		
2025	\$83,333.34		
2026	\$83,333.34		
2027	\$83,333.34		
2028	\$83,333.32		
2029	\$83,333.32		
TOTAL:	\$500,000.00		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)	

**AMENDMENT FOUR
OF GRANT CONTRACT 77833-79**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.3.a. is deleted in its entirety and replaced with the following:

A.3.a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee between May 1, 2023, and March 19, 2026. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.

2. Grant Contract Section A.4. is deleted in its entirety and replaced with the following:

A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee between May 1, 2023, and March 19, 2026. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

3. Grant Contract Section A.4.c. is deleted in its entirety and replaced with the following:

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee between May 1, 2023, and March 19, 2026.

4. Pro Forma Grant Contract Section B is deleted in its entirety and replaced with the following:

B. This Grant Contract shall be effective for the period beginning on September 15, 2023 ("Effective Date") and ending on March 19, 2029 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside of the Term.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

Signed by:
APPROVED AS TO FORM
Adam F. Tucker
43A2035E51F9401
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Netmotion Complete and Cohesity Archive Maintenance Renewal Agreement

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Consider Netmotion Complete and Cohesity Archive software maintenance renewals from Insight Public Sector.

Staff Recommendation

Approve the Insight Public Sector Agreement for renewal of software maintenance support.

Background Information

The department has been using the Netmotion and Cohesity software for many years. This agreement extends the subscription for maintenance and support for one year for the cost of \$36,563.

This purchase is available through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Maintain Public Safety

Maintaining public safety IT infrastructure is critical to effective and efficient operations.

Fiscal Impact

The total expenditure of \$36,563 is provided for in the department's FY25 operating budget.

Attachments

Agreement with Insight Public Sector

**AMENDMENT #1
TO
AGREEMENT FOR DATA STORAGE, IT SUPPORT, SUBSCRIPTIONS, AND UPGRADES
BETWEEN
CITY OF MURFREESBORO
AND
INSIGHT PUBLIC SECTOR, INC
FOR
NETMOTION COMPLETE – CONVERSION LICENSE
AND
COHESITY ARCHIVE RENEWAL**

WHEREAS, the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Insight Public Sector, Inc.** a Corporation of the State of Illinois ("Contractor"), entered into an Agreement For Data Storage, It Support, Subscriptions, And Upgrades on January 13, 2025, based on State of Tennessee SWC 399 NASPO VALUEPOINT SOFTWARE VAR (CONTRACT 77151) with Insight Public Section, Inc; and

WHEREAS, Clause 1 of the Agreement authorizes the City to purchase other goods and services from Insight Public Section, Inc. in accordance with the Contractor's State of Tennessee SWC 399 NASPO VALUEPOINT SOFTWARE VAR (Contract 77151), with any purchases exceeding \$50,000 requiring City Council approval; and

WHEREAS, the City desires to purchase additional items pursuant to this Agreement as set forth in Contractor's Quote #022823681 dated March 4, 2025 (Attachment "A" to Amendment #1);

WHEREAS, the City also desires to purchase additional items pursuant to this Agreement as set forth in Contractor's Quote #0228089061 dated April 16, 2025 (Attachment "B" to Amendment #1);

NOW THEREFORE, the Agreement is amended by adding the purchase of the items and services listed in:

1. Contractor's Quote #022823681 dated March 4, 2025 (Attachment "A" to Amendment #1) to the Contract at the cost of Twenty-seven thousand five hundred thirty-five dollars and zero cents (\$27,535.00); and
2. Contractor's Quote #0228089061 dated April 16, 2025 (Attachment "B" to Amendment #1) to the Contract at the cost of Nine thousand and twenty-eight dollars and sixty-two cents (#9,028.62).

The City reserves the right to use the Agreement for Data Storage, IT Support, and Upgrades for future purchases during the term of the Agreement, such purchases exceeding \$50,000 to be approved by City Council.


In all other respects the Agreement between the City of Murfreesboro and Insight Public Sector, Inc., is affirmed with no additional changes or modifications. This Amendment #1 is hereby effective _____.

IN WITNESS WHEREOF, the parties enter into this Amendment #1 as of _____, (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2035E51F9401...
Adam F. Tucker, City Attorney

INSIGHT PUBLIC SECTOR, INC.

Signed by:

By: _____
277ABF8B6B834DA...
Erica Falchetti, Director, Public Sector



INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Page 1 of 2

Account name: 10367278

MURFREESBORO POLICE DEPT
302 S CHURCH ST
MURFREESBORO TN 37130-3732

SHIP-TO

MURFREESBORO POLICE DEPT
302 S CHURCH ST
MURFREESBORO TN 37130-3732

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Quotation

Quotation Number : [0228236381](#)
Document Date : 04-MAR-2025
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : Blaine Levine
Email : BLAINE.LEVINE@INSIGHT.COM
Phone : +18134216307

Material	Material Description	Quantity	Unit Price	Extended Price
NMCOMPCONRNW	NetMotion Complete - Conversion License (renewal) (1 month) - 1 device Coverage Dates: 26-JUN-2025 - 25-JUN-2026 STATE OF TENNESSEE NASPO VALUEPOINT SOFTWARE VAR(# CTR060025/SWC 3999/77151)	250	110.14	27,535.00
Product Subtotal				27,535.00
TAX				0.00
Total				27,535.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Blaine Levine
+18134216307
BLAINE.LEVINE@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its suppliers and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders.

<https://www.insight.com/terms-and-policies>



INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Page 1 of 2

Account name: 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0228089061](#)
Document Date : 16-APR-2025
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : Van Ruston Cello
Email : VANRUSTON.CELLO@INSIGHT.COM
Phone :

Material	Material Description	Quantity	Unit Price	Extended Price
SVC-ARCHIVE-CMUR	CITY OF MURFREESBORO - COHESITY ARCHIVE SUB (1TB). S3 TARGET FOR COLD DATA SUB PER TB OF USABLE STORAGE CAPACITY. Coverage Dates: 05-APR-2025 - 04-APR-2026 STATE OF TENNESSEE NASPO VALUEPOINT SOFTWARE VAR(# CTR060025/SWC 3999/77151) LICENSE : SW1649205915954	128	43.75	5,600.00
CSPC602510GS2-CMUR	Cohesity Premium Support - extended service agreement - 1 year - shipment STATE OF TENNESSEE NASPO VALUEPOINT SOFTWARE VAR(# CTR060025/SWC 3999/77151) Coverage Dates: 4/5/2025 to 4/4/2026 SERIAL NUMBER : BBA1222CTY020 SERIAL NUMBER : BBA1322CTY003	2	1,714.31	3,428.62

Product Subtotal	5,600.00
Services Subtotal	3,428.62
TAX	0.00
Total	9,028.62

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Van Rustom Cello

VANRUSTOM.CELLO@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Agreements for Car Wash Services for City Vehicles

Department: Purchasing/All Departments

Presented by: Police Chief Michael Bowen

Requested Council Action:

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

Summary

Consider agreements for car wash services for City vehicles.

Staff Recommendation

Approve the agreement with Express Wash, Otto's Enterprises and Dennis Auto Wash.

Background Information

ITB-27-2025 for Car Wash Services for City Vehicles was issued April 9, 2025. Express Wash, Dennis Auto Wash and Otto's Enterprises were the lowest responsible bidders. These contracts provide car wash services for City vehicles.

Council Priorities Served

Responsible Budgeting

By utilizing the ITB process, the City benefits from the competitive proposal pricing.

Fiscal Impact

The expense is funded from the individual departments' operational budgets with an annual expected expense not expected to exceed \$50,000 for any one department.

Attachments

Agreements for Car Wash Services for City Vehicles

Agreement Car Wash Services for City Vehicles

This Agreement is entered into and effective as of _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Express Wash Operations, LLC dba Whistle Express Car Wash**, a Limited Liability Company of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-27-2025 - Car Wash Services for City Vehicles issued March 18, 2025 (the "Solicitation");
- Contractor's Proposal, dated April 7, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated April 7, 2025 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

- 1. Duties and Responsibilities of Contractor.** Contractor shall provide and City shall purchase the services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-27-2025 – Cash Wash Services for City Vehicles."
- 2. Term.** The term of this Agreement shall be for three years from the Effective Date first listed above. The Agreement may be renewed for two one-year additional terms at the discretion of the City and written mutual agreement of Contractor and the City.
- 3. Price Increases.** Notwithstanding the foregoing, Contractor may request a price increase each year of the term and any renewal term. Contractor shall make such requests in writing to the City at least sixty (60) days prior to the end of each 12-month period. Any such price increases must be supported by appropriate documentation and approved by City Council for the requested increase to be binding on the City.
- 4. Termination.** Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 30 days after receiving the notice.
 - d. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

5. **Payment and Delivery.** The price for the services and other items to be provided under this Agreement is set forth in the Contractor's Price Proposal (Exhibit A). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. **All carwash tickets must have a printed name and signature of City employee, unit number/fleet number of the vehicle serviced (when applicable), and/or City department to be included with the monthly invoice.** Each City Department should be billed individually with separate invoices. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after each period of performance is complete.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
8. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to

enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	If to Contractor: Jena Harrell 5821 Fairview Road, Suite 400 Charlotte, NC 28209 Jena.harrell@drivenbrands.com
---	--

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

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

- 12. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a

manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

- 13. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 14. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 15. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 16. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- 17. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 18. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 19. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 20. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 21. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 22. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. §12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
- 24. Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 25. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the effective date first listed above.

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Express Wash Operations, LLC dba Whistle Express Car Wash

Signed by:
By: Meghan Fisher
Meghan Fisher, Senior Marketing Manager

Approved as to form:

Signed by:

Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker, City Attorney

PURCHASING DEPARTMENT BID FORM					
MUST BE COMPLETED					
Date: 04/01/2025		Bid Title: ITB-27-2025 -Car Wash Services for City Vehicles			
Name of Company: US Boing Holdco, Inc. dba Take 5 Car Wash					
INSTRUCTIONS: All prices must include all costs . Costs included in the bid prices shall include services rendered, accessories, and any cost necessary to provide this service. Pricing for shall be effective for the initial three year term of contract. The City is not subject to sales tax.					
ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	MONTHLY PRICE PER VEHICLE
1	1	Ea.	Cars – Full Service	\$ _____	\$ _____
2	1	Ea.	Cars- Complete Detail to include carpet cleaning	\$ _____	\$ _____
3	1	Ea.	Cars-Basic Service (WASH ONLY)	\$ 192 / yr	\$ _____
4	1	Ea.	Mini-Vans – Full Service	\$ _____	\$ _____
5	1	Ea.	Mini-Vans-Basic Service (WASH ONLY)	\$ 192 / yr	\$ _____
6	1	Ea.	Pickup Trucks – Full Service	\$ _____	\$ _____
7	1	Ea.	Pickup Trucks- Complete Detail to include carpet cleaning	\$ _____	\$ _____
8	1	Ea.	Pickup Trucks-Basic Service (WASH ONLY)	\$ 192 / yr	\$ _____
9	1	Ea.	S.U.V. – Full Service	\$ _____	\$ _____
10	1	Ea.	S.U.V.- Complete Detail to include carpet cleaning	\$ _____	\$ _____
11	1	Ea.	S.U.V. – Basic Service (WASH ONLY)	\$ 192 / yr	\$ _____
12	1	Ea.	Full Size Vans, to include high top – Full Service	\$ _____	\$ _____
13	1	Ea.	Full Size Vans, to include high top - Basic Service (WASH ONLY)	\$ N/A	\$ _____
14	1	Ea.	FLEET WASH- MONTHLY PRICING FOR ALL VEHICLES (QUOTE MONTHLY PRICE PER VEHICLE PER SPECS)		\$ _____

Car Wash Services for City Vehicles

This Agreement is entered into and effective as of _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Otto's Enterprises, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-27-2025 - Car Wash Services for City Vehicles issued March 18, 2025 (the "Solicitation");
- Contractor's Proposal, dated April 1, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated April 1, 2025 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

- 1. Duties and Responsibilities of Contractor.** Contractor shall provide and City shall purchase the services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-27-2025 – Cash Wash Services for City Vehicles."
- 2. Term.** The term of this Agreement shall be for three years from the Effective Date first listed above. The Agreement may be renewed for two one-year additional terms at the discretion of the City and written mutual agreement of Contractor and the City.
- 3. Price Increases.** Notwithstanding the foregoing, Contractor may request a price increase prior to the commencement of a renewal term. Contractor shall make such requests in writing to the City at least sixty (60) days prior to expiration of the then current term of the Contract. Contractor's failure to request a price increase at least sixty (60) days prior to expiration of the then current term of the Contract shall result in renewal of the Contract for an additional one-year term (Up to a maximum of four) at the prior term's prices, unless the City elects not to renew the Contract. Any such price increases must be supported by appropriate documentation and approved by City Council for the requested increase to be binding on the City.
- 4. Termination.** Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

5. Payment and Delivery. The unit price for the services and other items to be provided under this Agreement is set forth below:

Cars – Full Service	\$18.00
Cars- Complete Detail to include carpet cleaning	\$200.00
Cars-Basic Service (WASH ONLY)	\$7.00
Mini-Vans – Full Service	\$18.00
Mini-Vans-Basic Service (WASH ONLY)	\$7.00
Pickup Trucks – Full Service	\$22.00
Pickup Trucks- Complete Detail to include carpet cleaning	\$225.00
Pickup Trucks-Basic Service (WASH ONLY)	\$7.00
S.U.V. – Full Service	\$22.00
S.U.V.- Complete Detail to include carpet cleaning	\$210.00
S.U.V. – Basic Service (WASH ONLY)	\$7.00
Full Size Vans, to include high top – Full Service	\$70.00
Full Size Vans, to include high top - Basic Service (WASH ONLY)	\$40.00

Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. **All carwash tickets must have a printed name and signature of City employee, unit number/fleet number of the vehicle serviced (when applicable), and/or City department to be included with the monthly invoice.** Each City Department should be billed individually with separate invoices. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

- 6. Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- 7. Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon

renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

<p>If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130</p>	<p>If to Contractor: Otto's Enterprises, Inc. Attn: Otto Diaz 1822 E. Northfield Boulevard Murfreesboro, TN 37130 ottodiaz@comcast.net</p>
--	---

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

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

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

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

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

15. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to,

access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

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

23. Iran Divestment Act of Tennessee. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. §12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

24. Non-Boycott of Israel. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of the effective date first listed above.

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Otto's Enterprises, Inc.

Signed by:
By: Otto Diaz
803676352502419
Otto Diaz, Owner/President

Approved as to form:

Signed by:
Adam F. Tucker
43A2035F51F9401
Adam F. Tucker, City Attorney

Agreement Car Wash Services for City Vehicles

This Agreement is entered into and effective as of _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Dennis Auto Wash LLC dba Murfreesboro Smtih Brothers Car Wash** a limited liability company of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-27-2025 - Car Wash Services for City Vehicles issued March 18, 2025 (the "Solicitation");
- Contractor's Proposal, dated April 9, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated April 9, 2025 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

- 1. Duties and Responsibilities of Contractor.** Contractor shall provide and City shall purchase the services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-27-2025 – Cash Wash Services for City Vehicles."
- 2. Term.** The term of this Agreement shall be for three years from the Effective Date first listed above. The Agreement may be renewed for two one-year additional terms at the discretion of the City and written mutual agreement of Contractor and the City.
- 3. Price Increases.** Notwithstanding the foregoing, Contractor may request a price increase prior to the commencement of a renewal term. Contractor shall make such requests in writing to the City at least sixty (60) days prior to expiration of the then current term of the Contract. Contractor's failure to request a price increase at least sixty (60) days prior to expiration of the then current term of the Contract shall result in renewal of the Contract for an additional one-year term (Up to a maximum of four) at the prior term's prices, unless the City elects not to renew the Contract. Any such price increases must be supported by appropriate documentation and approved by City Council for the requested increase to be binding on the City.
- 4. Termination.** Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate,

stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

5. **Payment and Delivery.** The price for the services and other items to be provided under this Agreement is set forth in the Contractor's Price Proposal (Exhibit A). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. **All carwash tickets must have a printed name and signature of City employee, unit number/fleet number of the vehicle serviced (when applicable), and/or City department to be included with the monthly invoice.** Each City Department should be billed individually with separate invoices. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

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

7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

<p>If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130</p>	<p>If to Contractor: Dennis Auto Wash LLC dba Murfreesboro Smith Brothers Car Wash Attn: Willie Dennis, Owner/Member 1103 Memorial Boulevard Murfreesboro, TN 37129 Smithbrothers1958@gmail.com</p>
--	---

- 10. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 11. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 12. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 13. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 14. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 15. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 16. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

- 17. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 18. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 19. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 20. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 21. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 22. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. §12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
- 24. Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of the effective date first listed above.

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

**Dennis Auto Wash LLC dba Murfreesboro Smtih
Brothers Car Wash**

Signed by:
By: Willie Dennis
Willie Dennis, Owner/Member

Approved as to form:
Signed by:

Adam F. Tucker
Adam F. Tucker, City Attorney

PURCHASING DEPARTMENT BID FORM					
MUST BE COMPLETED					
Date:		Bid Title: ITB-27-2025 -Car Wash Services for City Vehicles			
Name of Company:					
INSTRUCTIONS: All prices must include all costs . Costs included in the bid prices shall include services rendered, accessories, and any cost necessary to provide this service. Pricing for shall be effective for the initial <u>three year</u> term of contract. The City is not subject to sales tax.					
ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	MONTHLY PRICE PER VEHICLE
1	1	Ea.	Cars – Full Service	\$ <u>27</u>	\$ <u>N/A</u>
2	1	Ea.	Cars- Complete Detail to include carpet cleaning	\$ <u>N/A</u>	\$ <u>N/A</u>
3	1	Ea.	Cars-Basic Service (WASH ONLY)	\$ <u>11</u>	\$ <u>N/A</u>
4	1	Ea.	Mini-Vans – Full Service	\$ <u>32</u>	\$ <u>N/A</u>
5	1	Ea.	Mini-Vans-Basic Service (WASH ONLY)	\$ <u>14</u>	\$ <u>N/A</u>
6	1	Ea.	Pickup Trucks – Full Service	\$ <u>29</u>	\$ <u>N/A</u>
7	1	Ea.	Pickup Trucks- Complete Detail to include carpet cleaning	\$ <u>N/A</u>	\$ <u>N/A</u>
8	1	Ea.	Pickup Trucks-Basic Service (WASH ONLY)	\$ <u>13</u>	\$ <u>N/A</u>
9	1	Ea.	S.U.V. – Full Service	\$ <u>31</u>	\$ <u>N/A</u>
10	1	Ea.	S.U.V.- Complete Detail to include carpet cleaning	\$ <u>N/A</u>	\$ <u>N/A</u>
11	1	Ea.	S.U.V. – Basic Service (WASH ONLY)	\$ <u>14</u>	\$ <u>N/A</u>
12	1	Ea.	Full Size Vans, to include high top – Full Service	\$ <u>32</u>	\$ <u>N/A</u>
13	1	Ea.	Full Size Vans, to include high top - Basic Service (WASH ONLY)	\$ <u>14</u>	\$ <u>N/A</u>
14	1	Ea.	FLEET WASH- MONTHLY PRICING FOR ALL VEHICLES (QUOTE MONTHLY PRICE PER VEHICLE PER SPECS)		\$ <u>N/A</u>

- * Height clearance: 8'1" - may restrict high top vans
- * City vehicles may use "express lane" to bypass line
- * K9 Kennels will not be cleaned
- * Tire shine not included in "wash only" prices

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Ordinance 25-O-16 Modifying City Court Fees
2nd and Final Reading

Department: City Court

Presented by: Vickie Ordonez, Chief Court Clerk

Requested Council Action:

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

Summary

Ordinance to modify City Court fees to be in line with state court fees, and to add expunction fee to City Court as required by law.

Staff Recommendation

Approve Ordinance 25-O-16.

Background Information

State law requires the City Court to have fee values explicitly stated in the Murfreesboro City Code ("the Code"). The Code allows the City Judge to impose fees in the same amounts as those in state court for similar work. This Ordinance updates fees for some court actions to be in line with the fee imposed by state court.

Tennessee state law gives jurisdiction to a municipal court for expunction of a municipal ordinance. Tennessee state law further requires the fee for said expunction be adopted by municipal law or ordinance. This Ordinance adopts and explicitly sets a fee for expunction to match that of state court.

Council Priorities Served

Responsible Budgeting

Maintain Compliance with State Law

Serving Citizens by Allowing Expunction of Prior Ordinance Violations

Fiscal Impact

Nominal increase of fees charged to citizens, and nominal increase of revenue to City.

Attachment

Ordinance 25-O-16

ORDINANCE 25-O-16 amending the Murfreesboro City Code, Chapter 2, Administration, Article I. In General, Section 2-13, regarding City Court costs.

WHEREAS, Tennessee Code Annotated § 16-18-302(1)(3)(A) states a municipal court has jurisdiction over the expunction of a conviction for a violation of a municipal ordinance from a person's public record in the municipal court upon the person's petition requesting removal of a public record of a violation of a municipal ordinance; and

WHEREAS, Tennessee Code Annotated § 16-18-302(a)(3)(D) states a municipal court clerk may charge a fee for the expunction of public records pursuant to subdivision (a)(3), and mandates that said fee must be set by municipal law or ordinance; and

WHEREAS, Code of Ordinances of Murfreesboro, Tennessee, Chapter 9, Section 9-5 authorizes and requires the City Judge to impose and to tax in the bill of costs, in all cases heard or determined by the City Judge for offenses against the laws and ordinances of the City, the same amounts and for the same items authorized by law and allowed of justices of the peace of similar work in state cases; and

WHEREAS, it is appropriate for the schedule of court costs for City Court to be amended from time to time to reflect changes in amounts to be collected pursuant to Tennessee Code Annotated and changes in City costs; and

WHEREAS, Tennessee Code Annotated § 8-21-401(b)(1)(D)(x) sets the civil fee for expungement in Circuit and Chancery Court at \$100.00; and

WHEREAS, Tennessee Code Annotated § 8-21-401(i)(3)(A) sets the fee for each requested continuance in all cases in all courts at \$5.00; and

WHEREAS, Tennessee Code Annotated § 8-21-401(i)(2) sets the fee for issuing a subpoena in all courts at \$6.00; and

WHEREAS, Rutherford County Circuit and Chancery Courts set the fee for serving a subpoena at \$42.00 and \$52.00, respectively, and Tennessee Code Annotated § 8-21-901(a)(1)(A) sets the fee for serving a subpoena in person at \$50.00; and

WHEREAS, Tennessee Code Annotated § 8-21-701(14) sets the fee for county clerks for filing documents for which fee is not otherwise provided at \$5.00, of which Entering an Order during the life of a case including payment hearing-forfeiture would qualify; and

WHEREAS, Tennessee Code Annotated § 8-21-401(i)(1) sets the standard post-judgment fee in criminal and civil cases in all courts at \$25.00 per occurrence, including motions to set installment payments, of which a Stay Motion and Affidavit would qualify.

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

SECTION 1. Murfreesboro City Code, Chapter 2, Section 2-13, Schedule of Court Costs for City Court, is hereby amended by adding to the list of court costs therein:

“Expunction \$100.00”

SECTION 2. Murfreesboro City Code, Chapter 2, Section 2-13, Schedule of Court Costs for City Court, is hereby further amended as follows:

- (a) “Continuance, each \$1.50” shall be deleted in its entirety and replaced with “Continuance, each \$5.00”; and
- (b) Subpoena, Issue, each witness \$2.00” shall be deleted in its entirety and replaced with “Subpoena, Issue, each witness \$6.00”; and
- (c) “Subpoena, Serving, each witness \$4.00” shall be deleted in its entirety and replaced with “Subpoena, Serving, each witness \$10.00”; and
- (d) “Entering Order (payment hearing-forfeiture, etc.) \$2.00” shall be deleted in its entirety and replaced with “Entering Order (payment hearing-forfeiture, etc.) \$5.00”; and
- (e) “Stay Motion and Affidavit \$8.50” shall be deleted in its entirety and replaced with “Stay Motion and Affidavit \$10.00”.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:

Adam F. Tucker

43A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Amending the PID zoning for property along Joe B Jackson Parkway
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amending the PID zoning of approximately 151 acres located along Joe B Jackson Parkway, Richard Reeves Drive, and Logistics Way.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of this zoning request on April 9, 2025.

Background Information

Swanson Developments, LP presented to the City a zoning application [2025-404] to amend the existing PID (Planned Industrial District) zoning on approximately 151 acres located south of Joe B Jackson Parkway. During its regular meeting on April 9, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

The Parkway Place development is a successful commercial and industrial development and employment hub in the local area. This zoning amendment will allow for additional permitted uses in the development, creating employment opportunities for the community and generating tax revenue for the City.

Attachments:

1. Ordinance 25-OZ-15
2. Maps of the area
3. Planning Commission staff comments from 04/09/2025 meeting

4. Planning Commission minutes for 04/09/2025 meeting
5. Amended Parkway Place PCD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS – APRIL 9, 2025
PROJECT PLANNER: HOLLY SMYTH**

5.a. Zoning application [2025-404] to amend the Parkway Place PID on approximately 151 acres located along Joe B Jackson Parkway, Richard Reeves Drive, and Logistics Way, Swanson Developments, LP applicant.

The subject area is part of the existing amended Parkway Place Planned Industrial Development (Parkway Place PID - file #2022-412) located on the south side of Joe B Jackson Parkway and along Richard Reeves Drive and Logistics Way. Access to individual parcels is generally through the center of the PID along the existing Richard Reeves Drive and the new Logistics Way. The northern portions of the PID are mostly built out while the southern sections are still vacant and/or under development. The PID defines 4 regions which have different scales, architecture, landscape buffers, and allowable uses for each region as defined by the program book.

The applicant is requesting to amend the PID by modifying the proposed allowable uses table highlighted on page 17 and modifying the boundaries of Regions 2 and 3, so that areas west of Richard Reeves Drive are within Region 3. Concurrently, the applicant has filed Site Plan Review #2025-3018 for Volunteer Fleet at risk, pending acceptance of a portion of the amended PID being approved by the City.

The 2025 PID Amendments can be best seen on **pages 8.1 and 17** of the program book. The “Region” boundaries are proposed to change from what is shown on page 8 of the program book to that shown on page 8.1 so that properties on the west side of Richard Reeves Drive are changed from Region 2 (shown in orange) to Region 3 (shown in the red). This modification will help eliminate the exceptions in Region 2 west of Richard Reeves Drive, that are currently designated by “X*” in Region 2 allowing “Contractor’s Yard or Storage, Outdoor” in Region 2 only on the West of Richard Reeves Drive. The new amendment removes this use from Region 2 and changes the areas west of Richard Reeves to be part of Region 3 which allows this use. The main purpose why staff suggested this modification to the Region boundaries is the adjacent sensitivities and buffers are clearly different on one side of Richard Reeves Drive due to the eastern side being adjacent to residential uses.

The proposed Allowable Uses table provides yellow highlighting over the proposed modifications. One new use for “Motor Vehicle Repair (Medium & Heavy Duty Commercial Vehicles excluding the sales and rental components)” is being proposed to allow this use on one specific lot (#16). A business called “Volunteer Fleet” has been operating for a number of years in Region 2 directly adjacent to single family residential and wants to expand into their own new building on Lot #16 within the PID. Staff believes their original approval may have been given in error due to previous confusion about how to classify the use within the PID. Because automotive repair businesses were not originally an intended use within the PID, this allowance to move the business to a more appropriate lot not adjacent to residential would be an improvement from the current condition. However, with the proposed amendment, this use would not be allowed anywhere else in the PID. The applicant clarified at the initial Planning Commission meeting that an auto servicing use would not replace the Volunteer Fleet tenant space.

Staff received an additional amendment request to the allowable use table to add “powder coating” use to the allowed uses table in Regions 3 and 4. Given region 4 abuts low density residential lots, staff recommended that all activities are indoor and modify to read “powder coating (indoor)* “. This new use with a clarification note are incorporated into page 17 of the revised program book.

The other proposed modifications to the use table are intended to make the PID more consistent with recent changes to both the definitions and use table in the City’s Zoning Ordinance as well as eliminate confusion of duplicated listed uses.

Adjacent Zoning and Land Uses

The PID is directly adjacent to I-24 to the west, southeast of the Amazon Fulfillment Center zoned H-I (Heavy Industrial), industrial buildings zoned L-I (Light Industrial) and H-I to the north and northwest and one highway billboard site zoned RS-15 (Single-Family Residential) to the southwest within City limits as generally shown on page 6 of the program book and the attached City map.

Along the eastern boundaries of the PID, zoning within the county is RM (Medium Density Residential). This area contains existing single family residential subdivisions of Magnolia Trace and Oakland Farms with lot sizes ranging from 0.6 acres to 7.4 acres. The PID requires 50’ to 125’ landscape buffers adjacent to these homes.



Future Land Use Map

The Murfreesboro 2035 Comprehensive Plan Future Land Use Map indicates that General Commercial (GC; adjacent to Joe B Jackson Parkway), General Industrial (GI; the bulk of the PID), and Public/Private/Institutional (PI; the small parcel at the southernmost tip of the PID) as the most appropriate land use characters over the PID.

The respective PID regions are clearly consistent with the GC and GI land use designations. However, the PI designation is not clearly consistent, but the parcel in question was incorporated into the PID during the 2022 amendment after the prior church building was demolished. The general plan designation was not subsequently updated, as it is not required to be consistent with the zoning, but future updates to the land use map should update the PI area to be designated GI.

Recommendation

Staff is supportive of this zoning request as mentioned above and shown more particularly on pages 8.1 and 17 of the program book to:

- Allow only Lot 16 to permit the use “motor vehicle repair (Medium & Heavy Duty Commercial Vehicles) excluding the sales and rental component.
- Add powder coating (indoor*) to the permitting uses table in Regions 3 & 4
- Modify the uses in the allowable uses table to be more in line with terminology as it has been recently amended in the City Zoning Ordinance.
- Change the orange colored Region 2 boundaries to no longer be included on the westerly half of Richard Reeves Drive but to be red colored Region 3 district instead as shown on page 8.1 of the program book.

For the following reasons:

- Allowing the specific automobile-related use on only Lot 16 allows this existing use in Region 2 to relocate into a more intensive industrial area away from adjacent single family residential lots .
- Limiting powder coating activities to all be indoor should protect adjacent residents.
- Updating the listed uses to terminology that is more consistent with the City’s Zoning Ordinance helps to more easily implement.
- Modifying the Region boundary map on the westside of Richard Reeves Drive from Region 2 into Region 3 accomplishes the same basic goal as the current policy does by removing the highlighted current language below of the “X*” and instead implementing by modify Region 3 boundaries on the map.

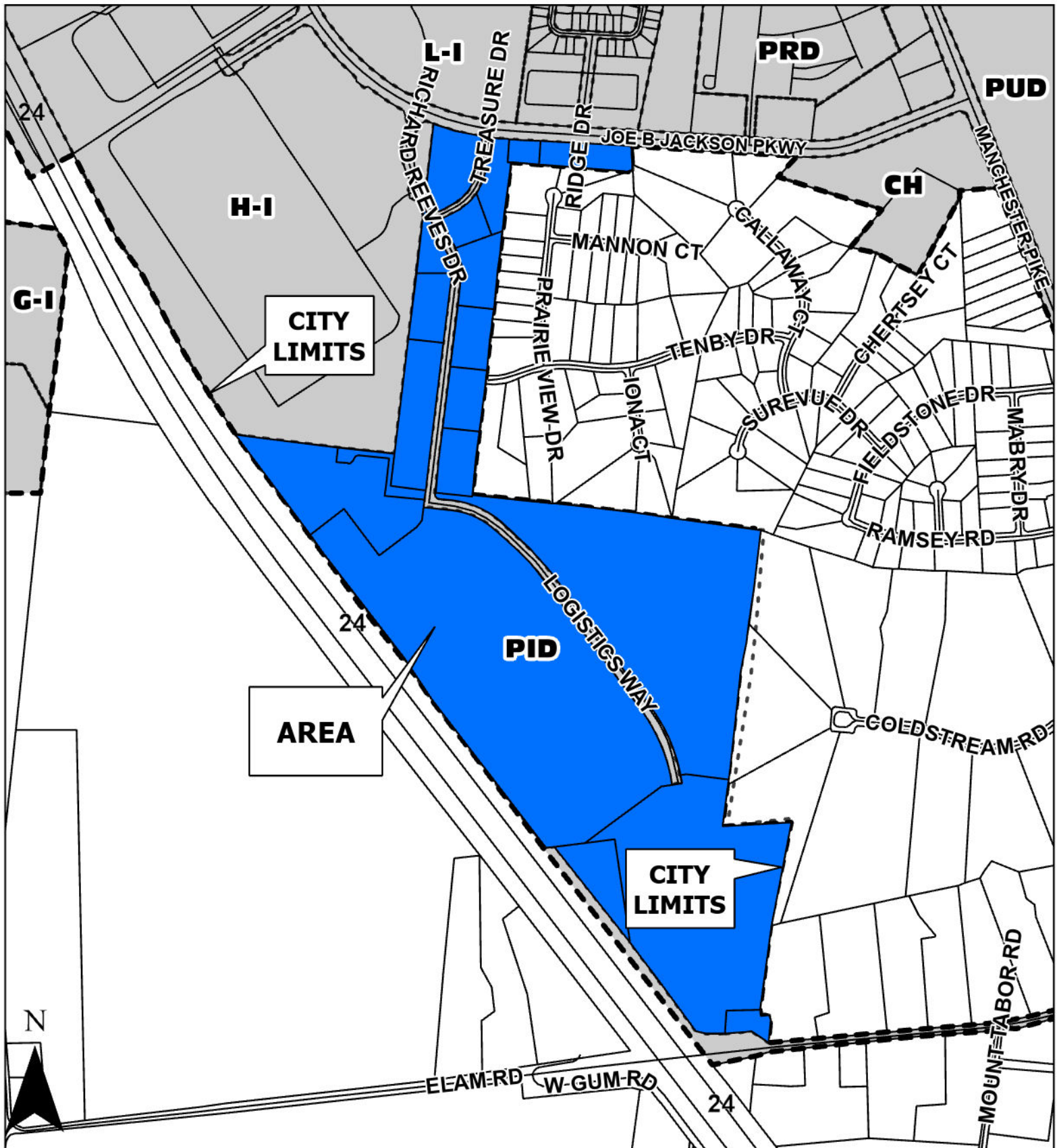
USES PERMITTED	ZONES			
	Region 1	Region 2	Region 3	Region 4
INDUSTRIAL				
Manufacture, Storage, Distribution of:				
Abrasive Products		X	X	X
Automobile Parts and Components Manufacture			X	X
Automobile Seats Manufacture			X	X
Bakery Goods		X	X	X
Bottling Works		X	X	X
Brewery		X	X	X
Candy		X	X	X
Canned Goods			X	X
Contractor's Storage, Indoor		X	X	X
Contractor's Yard or Storage, Outdoor		X*	X	
X* = Only allowed West of Richard Reeves Drive				
Cosmetics			X	
Custom Wood Products		X	X	X
Electrical or Electronic Equipment, Appliances, and Instruments		X	X	X
Fabricated Metal Products and Machinery (Indoor)		X	X	X
X = Permitted Uses X = New Permitted Uses X* = Only allowed West of Richard Reeves Drive				

Action Needed

The applicant will be available at the Planning Commission meeting to discuss this proposed zoning request. The Planning Commission will need to conduct a public hearing prior to making a recommendation to the City Council.

Attachments

- Non-Ortho Map
- Ortho Map
- Amended Program Book
- Approved Allowed Uses excerpt from existing Program Book

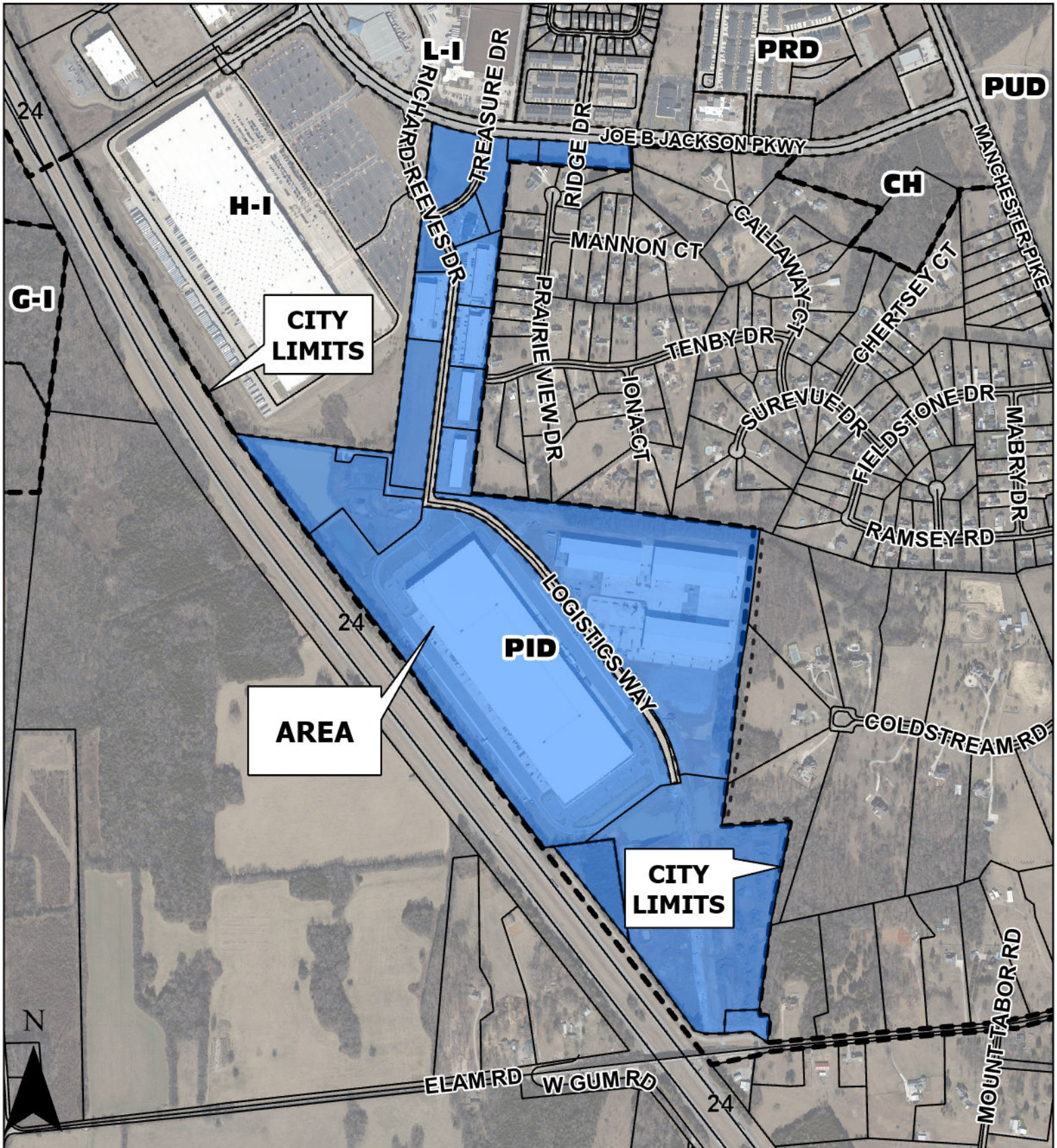


Zoning Request for property along Richard Reeves Drive
& Logistics Way
PID Amendment (Parkway Place PID)

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



0 380 760 1,520 2,280 3,040
US Feet



Zoning Request for property along Richard Reeves Drive
& Logistics Way
PID Amendment (Parkway Place PID)

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



0 380 760 1,520 2,280 3,040 US Feet



Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Swanson Developments, LP c/o Joe Swanson

Address: 1188 Park Avenue **City/State/Zip:** Murfreesboro, TN 37128

Phone: 615-896-0000 **E-mail address:** [REDACTED]

PROPERTY OWNER: Swanson Developments, LP

Street Address or property description: Richard Reeves Drive, Treasure Drive, and Logistics Way

and/or Tax map #: 126O, 135B, 135 **Group:** **Parcel (s):** Multiple Parcels

Existing zoning classification: PID

Proposed zoning classification: PID **Acreage:** 151.33

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor

E-mail: [REDACTED]

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 2/11/2025

*****For Office Use Only*****

Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

Revised 7/20/2018

**A Request to Amend
The Planned Industrial
Development for:**

PARKWAY PLACE

AMENDING PID #2016-412 THROUGH ZONING AMENDMENT #2022-412

AMENDING PID #2022-412 THROUGH ZONING AMENDMENT #2025-404

SEC, Inc.

**Planning, Engineering,
& Landscape Architecture**

SEC, INC.

**850 Middle Tennessee Blvd
Murfreesboro, TN 37129
Contact: Rob Molchan, PLA
615-890-7901**

SUBMITTED ON FEBRUARY 13th, 2025

**RESUBMITTED MARCH 13TH, 2025
FOR PLANNING COMMISSION REVIEW - MARCH 19TH, 2025**

**RESUBMITTED APRIL 1ST, 2025
FOR PLANNING COMMISSION PUBLIC HEARING - APRIL 9TH, 2025**

**RESUBMITTED MAY 8ST, 2025
FOR CITY COUNCIL PUBLIC HEARING - MAY 22ND, 2025**



Developer

Swanson Development, LP.

**1188 Park Avenue
Murfreesboro, TN 37128
Contact: Joe Swanson
615-896-0000**

PARKWAY PLACE

TABLE OF CONTENTS

COVER PAGE.....	i
TABLE OF CONTENTS.....	ii
INTRODUCTION.....	1

EXISTING CONDITIONS

RIGHTS-OF-WAY, UTILITIES, & TOPOGRAPHY.....	2
PHYSICAL FEATURES.....	3-5
SURROUNDING USES & ZONINGS	6

PROPOSED SITE

PROPOSED SITE.....	7
PID 2022 PREVIOUSLY APPROVED AMENDEMTNS AND REQUESTED EXCEPTIONS...	8
PID 2025 PROPOSED AMENDEMENTS AND REQUESTED EXCEPTIONS.....	8.1
LANDSCAPE REQUIREMENTS.....	9-10
INGRESS/EGRESS.....	11
PREVIOUSLY APPROVED ELAM ROAD CONNECTION.....	12
PROPOSED ARCHITECTURE.....	13-16
PROPOSED ALLOWABLE USES.....	17
CONCEPTUAL SITE AND LANDSCAPE PLAN.....	18
SECTION ELEVATIONS (A1-A2) & (B1-B2).....	19
ZONING CHAPTER 13: SUBSECTION D ITEMS 2B 1-12.....	20-21

INTRODUCTION

The Request

Swanson Development, LP respectfully requests to amend the existing Parkway Place PID. The proposed development is located along the south side of Joe B Jackson Parkway, east of the Amazon Fulfillment Center, west of Magnolia Trace & Oakland Farms subdivisions, and north of Interstate 24. The site is identified as Parcels 1.00, 2.00, 3.00, 4.00, & 5.00 of Tax Map 126O, Parcels 22.05, 1.00, 2.00, 3.00, 4.00, 5.00, 6.00, 7.00, 7.01, & 8.00 of Tax Map 135B, and Parcels 2.00, 2.01, & 26.00 of Tax Map 135. The site has a combined average of approximately 151.33 acres.

This request is to amend the allowable uses for Lot 16 to include Motor Vehicle Repair (Medium & Heavy Duty Commercial Vehicles) excluding the sales and rental. Additionally, the westerly side of Richard Reeves Drive is proposed to be modified into Region 3.

Region 1 will continue to be a mixture of lots that will allow for individual businesses to offer commercial, office and restaurant uses to the area to support the business community and residents located in this region.

Region 2 flanks the easterly half of Richard Reeves Drive southward through the center of the region toward the larger portion of the PID located along Interstate 24. On the eastern side of the roadway, the developer is proposing flex warehouse buildings being coined ‘Incubator Industry’. These buildings allow for small businesses to grow and evolve as their business does.

Regions 3 & 4 buffers will remain the same as previously approved. The architectural characteristics and allowable uses for both Regions have been revised to better accommodate future end users. The line between Regions 3 & 4 has been redefined to match the roadway alignment approved with the site plans for the warehouses in Region 3. Parcel 26.00 of Tax Map 135 is approximately 0.69 acres. This area was added to Regions 3 and 4 at the southernmost end of the PID, bisected by a private access easement. See Page 8.1 for a complete breakdown of acreages in each of the regions as currently approved and proposed.



PARKWAY PLACE

Vision & Commitment

Swanson Development, LP the developer of Parkway Place is committed to creating a quality Planned Industrial Development to attract potential users that can not only provide gainful employment to residents of the City of Murfreesboro and Rutherford County, but also provide a new destination for commerce to grow and develop. The developer has chosen to proceed with the Planned Industrial Development option to ensure the City of Murfreesboro and surrounding residents of the quality and characteristics of the development.

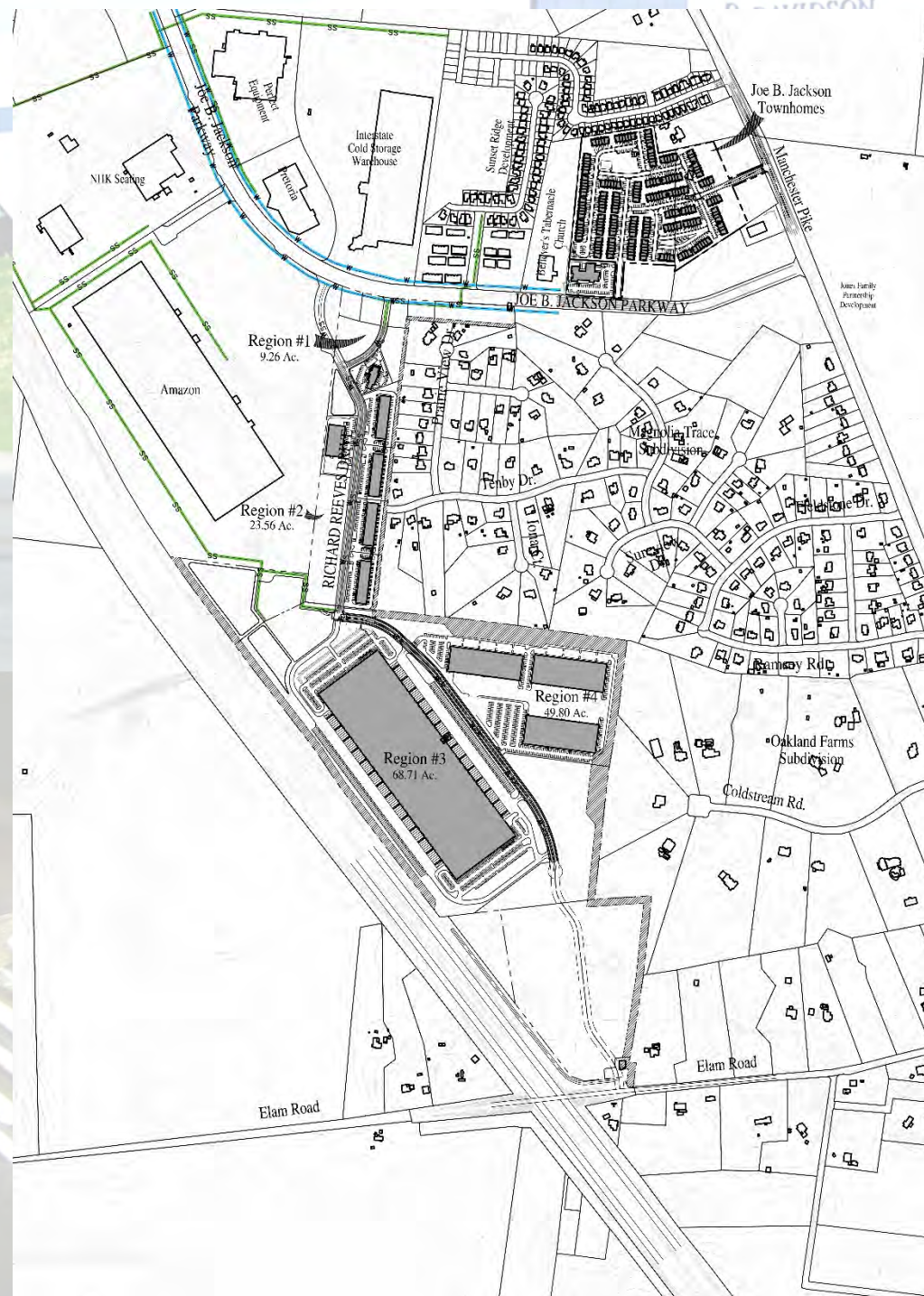


*Connection through to Elam Road pending approval by TDOT and Rutherford County

North Up
N.T.S.

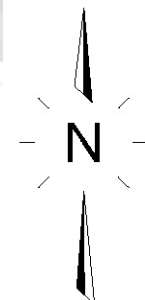
EXISTING CONDITIONS

RIGHTS-OF-WAY, UTILITIES, & TOPOGRAPHY



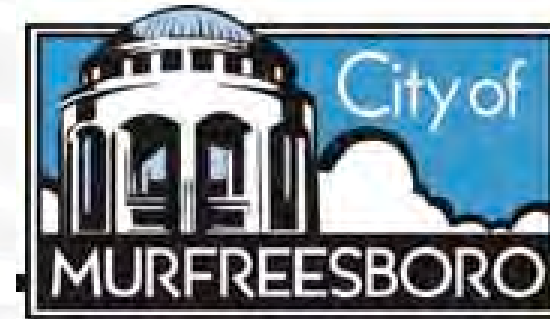
Existing Water Line

Existing Sanitary Sewer Line



N.T.S.

Existing topography indicates that the site has several closed depressions on-site. In general, the site drains toward the right-of-way of I-24. On-site stormwater detention will be provided and final locations will be determined as each site is developed. Final design for on-site detention will be done in a manner to limit the post-development peak flows to pre-development levels in accordance with City of Murfreesboro and TDEC requirements.



The property has access to four public rights-of-way; Joe B Jackson Parkway, Richard Reeves Drive, Treasure Drive, and Elam Road. The main access will be from Joe B Jackson to Richard Reeves Drive or Treasure Drive, and a new private access point is being shown connecting to Elam Road, which would need to be approved by TDOT and Rutherford County.



Gas service (4-inch) is along the north side of Joe B Jackson Parkway and is provided by Atmos Energy.

PARKWAY PLACE



Sewer service is located at 2 locations close to the property. One point (8-inch) is located along the south side of Joe B Jackson Parkway and runs to the north through the Sunset Ridge Development. The other location (8-inch) is located in the rear of the Amazon property. Sewer from both locations has been extended onto the developing sites. Additional extensions will be provided as Regions develop. Sanitary sewer will be provided by Murfreesboro Water and Sewer Department.



CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

Water service (20-inch) is located along the south side of Joe B Jackson Parkway, and a 6" water main along Elam Road. Water will be provided by the Consolidated Utility District.



Middle Tennessee Electric will be providing service to the development.

PARKWAY PLACE

EXISTING CONDITIONS (CONT.)

PHYSICAL FEATURES



#1 (Example of foliage to remain)

Presently the majority of the site is covered in a mixture of hardwoods and evergreens with a few open areas where the cover is pasture or scrub.



#2
(Portion of Buffer to remain
taken from the Oakland Farm S/D side)



#3
(Portion of Buffer to remain
taken from Magnolia Trace side)

Portions of the property have large outcroppings of rock existing. There is only one known structure on-site and that is a old barn which will be removed.



#4
(Portion of Buffer to remain
taken from Magnolia Trace side)

PARKWAY PLACE

EXISTING CONDITIONS (CONT.)

PHYSICAL FEATURES



#6 (Existing clearing on-site)



#6 (Existing construction on-site)



#7 (Existing tree line to remain)



#8 (Portion of existing foliage to remain)

PARKWAY PLACE

EXISTING CONDITIONS (CONT.)

PHYSICAL FEATURES



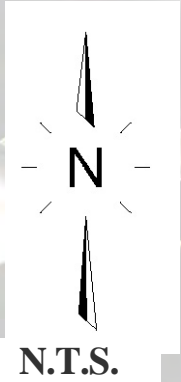
#9
(Existing treeline along Magnolia Trace to remain)



#11 (Existing street stub from Magnolia Trace)



#10 (Existing buffer to remain)



#10 (Existing buffer to remain from 2016)

EXISTING CONDITIONS (CONT.)

SURROUNDING USES AND ZONINGS

Surrounding zonings are made up of CH, LI, HI, GI, RS-15, PRD, PUD, and RM (county).



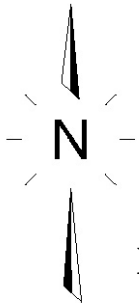
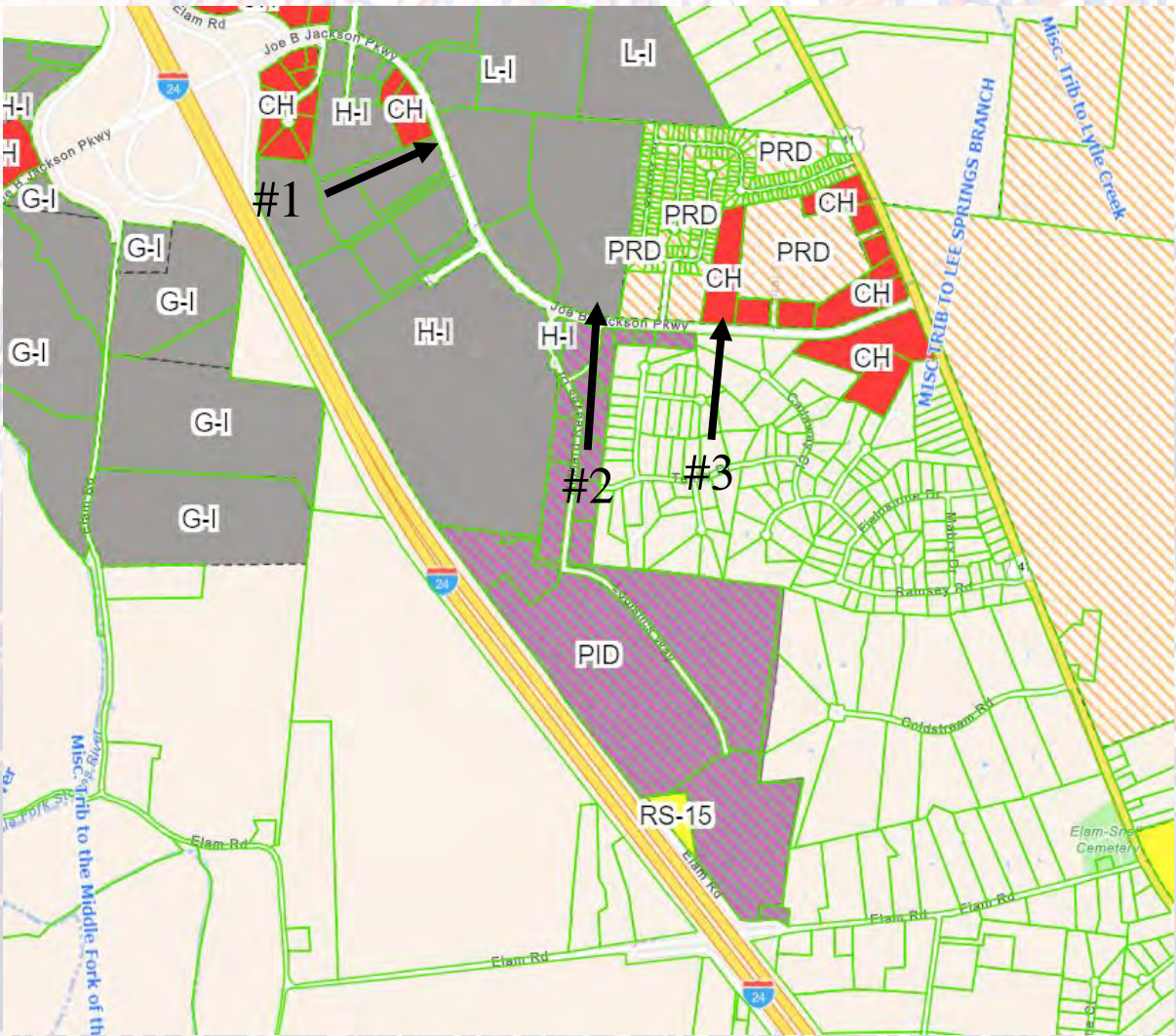
The Perfect Equipment site is located to the northwest of the subject property.



The Interstate Warehousing site is located directly north of the subject property on the opposite side of Joe B Jackson Parkway.



Believer's Tabernacle is located on the north side of Joe B Jackson Parkway to the northeast of the subject property.



N.T.S.

PROPOSED SITE



NORTH UP
N.T.S.

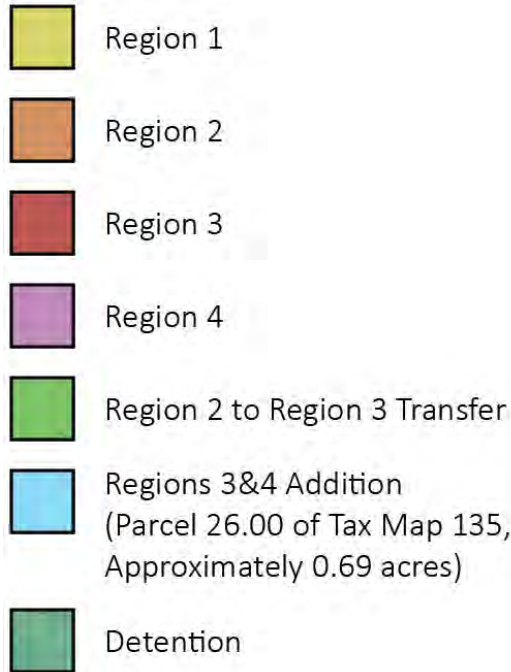
PARKWAY PLACE

PROPOSED SITE REQUIREMENTS

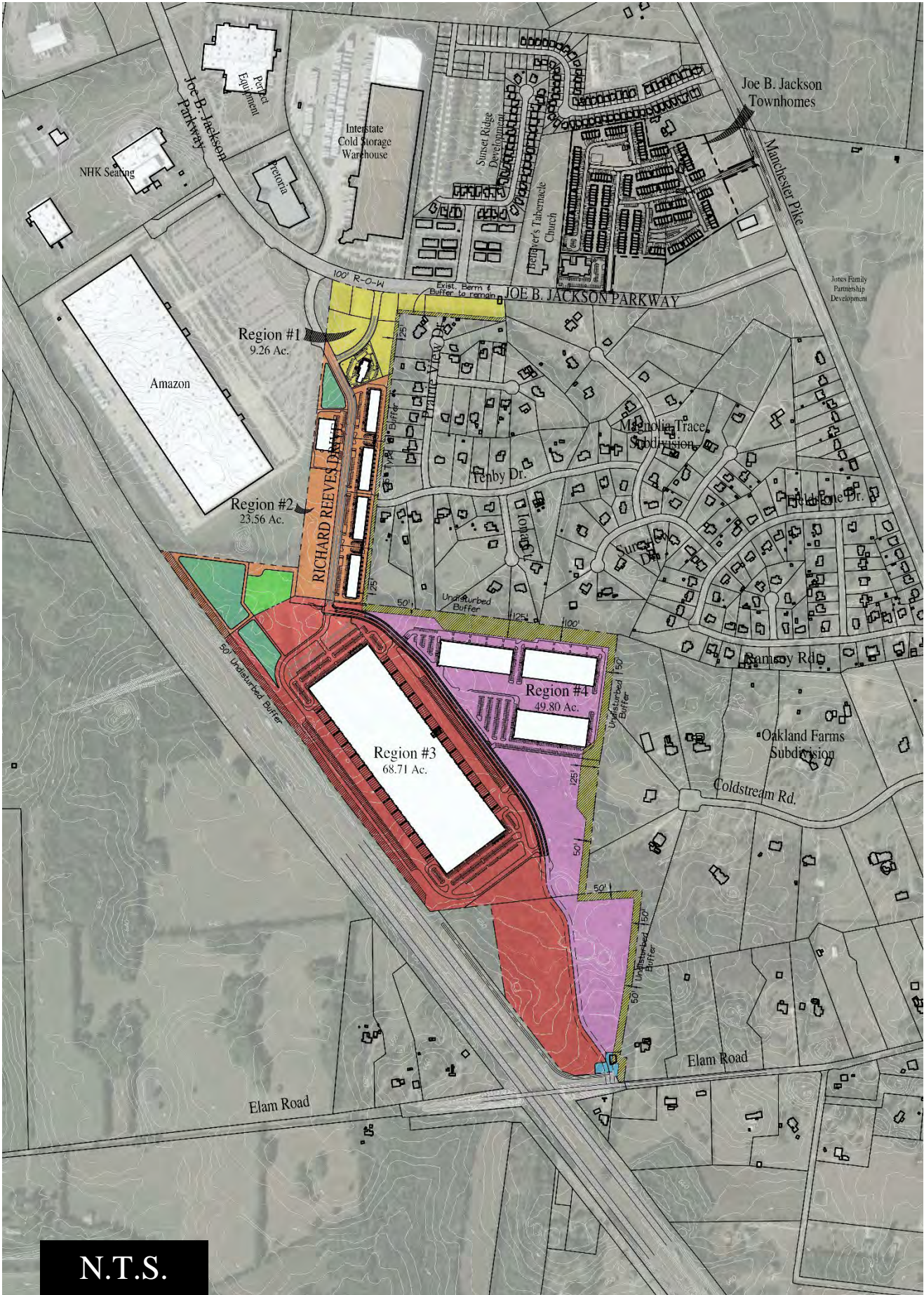
- Entire development consists of 151.33 acres with the old church site included at the southernmost end of the property. The development will be broken into four (4) regions according to allowable uses and heights. The region lines have been shown on the plan to the left. These are not property lines.
- Undisturbed buffers and masonry fence walls have been called out on the plan. These areas are to remain in their present condition. The only exception to this will be if additional landscaping is added, however existing vegetation shall not be removed. At the time of development for each site located in Region #4, buffers shall meet the planting requirements equivalent to a Type 'E' Buffer from the City's landscape ordinance.
- The undisturbed buffers have been called out as 50 feet along the right-of-way of I-24, 50 feet minimum along the eastern and northern boundaries of Region #4 with certain "sensitive" areas enlarged.
- The eastern boundary of Regions #1 & #2 has a 25 foot wide Type 'E' buffer and masonry wall called out. The existing tree and fence line in this location is to remain and has been supplemented with a landscaping buffer and a masonry wall that is a minimum of 9 feet tall.
- The southern boundary of Region #1 has an existing evergreen buffer that is to remain. Presently this buffer is a Type 'B' Buffer.
 - The development will be providing a public/private access easement to the south of the Logistics Way terminus and shall be constructed back to Elam Road. Pending approval from TDOT, Rutherford County, and/or the City of Murfreesboro.
- Lighting fixtures and lighting plan design will meet the City of Murfreesboro regulations in order to contain the light on-site and reduce glare.
- Any and all mechanical units shall be located on the roof or in a mechanical yard screened by evergreen landscape plantings.
- Parking areas with more than 200 spaces will be broken into sub-lots by the utilization of landscape strips at least 20 feet in width.
 - All parking will be screened from right-of-ways by use of trees, shrubs and/or low landscape mounds.
 - Sites shall utilize curb & gutter throughout, no extruded curb will be accepted.
 - Adequate room for truck turning movements at any loading areas should be provided.
- All entry points into sites as well as the parking areas are to be adequately planned to allow for proper turning and maneuvering movements. If truck parking is anticipated, then truck sized parking spaces shall be allocated in the design. Normal spaces for passenger vehicle will not be used for this purpose.
- No truck parking areas shall be allowed between any proposed building and the northern and eastern property lines of Region #4.
- Any truck docks located in Region #1, 3, or 4 shall be oriented away from the neighboring residential neighborhood. Also, truck dock areas shall be screened from public right-of-ways.
- Signage will comply with City of Murfreesboro's sign ordinance pursuant to its requirements for a Planned Industrial Development (PID) and will be cohesive with the architectural character of each site while being complemented by landscaping.
 - All utilities shall be underground. This applies for both public infrastructure as well as on-site.
 - Stormwater management areas shall be screened from view if not being aesthetically enhanced
- Foundation plantings shall be utilized along the fronts of buildings. Truck dock areas are exempt from this requirement.
 - Building Height Restrictions (maximum) shall be as such:
 - Region #1 = 35 feet
 - Region #2 = 25 feet
 - Region #3 = 75 feet
 - Region #4 = 45 feet

2022 - PREVIOUSLY APPROVED PID AMENDMENTS AND REQUESTED EXCEPTIONS

- 1) Parcel 26.00 of Tax Map 135 is requested to be zoned to PID and annexed into the City and this development's total site area and added to Regions 3 and 4, Split by the future roadway
- 2) Approximately 0.64 acres of Region 2 is requested to be relocated to Region 3
- 3) Allowable uses on Page 17 for the different Regions has been revised to accommodate a more diverse group of end users
- 4) The development will be providing a public/private access easement to the south via the TDOT frontage road and shall be constructed back to Elam Road. A public/private access easement will be provided with any new site plan approvals for this area of Regions 3&4. This proposed public/private vehicular ingress/egress shall not be used for shipping and receiving (either coming or going) for tenants of the development.
- 5) **The site will be requesting an exception to the maximum cul-de-sac length per the City of Murfreesboro Subdivision Regulations for the currently approved Logistics Way.**
- 6) South of the existing terminus of the approved Logistics Way, new site plans will require a Traffic Impact Study for Elam Road.



REGION	APPROVED ACREAGE	PROPOSED ACREAGE	DIFFERENCE
REGION 1	9.23 ACRES	9.26 ACRES	+0.03 ACRES
REGION 2	25.80 ACRES	25.38 ACRES	-0.42 ACRES
REGION 3	71.45 ACRES	69.15 ACRES	-2.30 ACRES
REGION 4	44.03 ACRES	47.54 ACRES	+3.51 ACRES
TOTAL AREA	150.51 ACRES	151.33 ACRES	+0.82 ACRES



2025 PID AMENDMENTS AND REQUESTED EXCEPTIONS



1) Land-Use Amendments

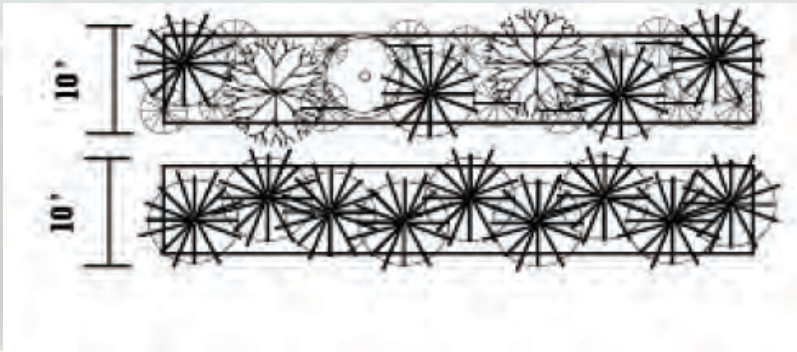
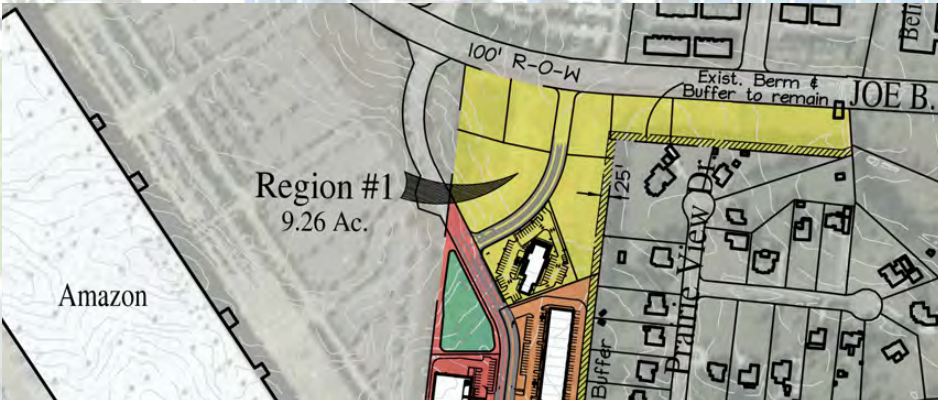
- a) Requesting the allowable uses for Lot 16 to include Motor Vehicle Repair (Medium & Heavy Duty Commercial Vehicles) excluding the sales and rental components.
- b) Requesting to differentiate Dry Cleaning into two uses, one commercial and one industrial as highlighted on page 17.
- c) Requesting "Contractor's Yard or Storage, Outdoor" be removed from region 2.
- d) Requesting to remove the "Other" use category and redistribute those uses to the commercial and industrial categories.
 - i) Recycling Center moved to Industrial Category
 - ii) "Self-Service Storage Facility" moved to Commercial Category
 - iii) "Wholesale Establishments" moved to Commercial Category
- e) Requesting to consolidate the commercial use "Warehousing, Transporting" & the "Warehouse" use under "Other" to "Warehousing, Transporting / Distributing / Fulfillment" in the industrial use category
- f) Requesting the addition of Powder Coating to Region 3 & 4

2) Modify Region 2 on the westerly half of Richard Reeves Drive to be Region 3.

- Region 1
- Region 2
- Region 3
- Region 4
- Detention

REGION	APPROVED ACREAGE	PROPOSED ACREAGE	DIFFERENCE
REGION 1	9.26 ACRES	9.26 ACRES	-0.00 ACRES
REGION 2	25.38 ACRES	9.14 ACRES	-16.24 ACRES
REGION 3	69.15 ACRES	85.39 ACRES	+16.24 ACRES
REGION 4	47.54 ACRES	47.54 ACRES	-0.00 ACRES
TOTAL AREA	151.33 ACRES	151.33 ACRES	-0.00 ACRES

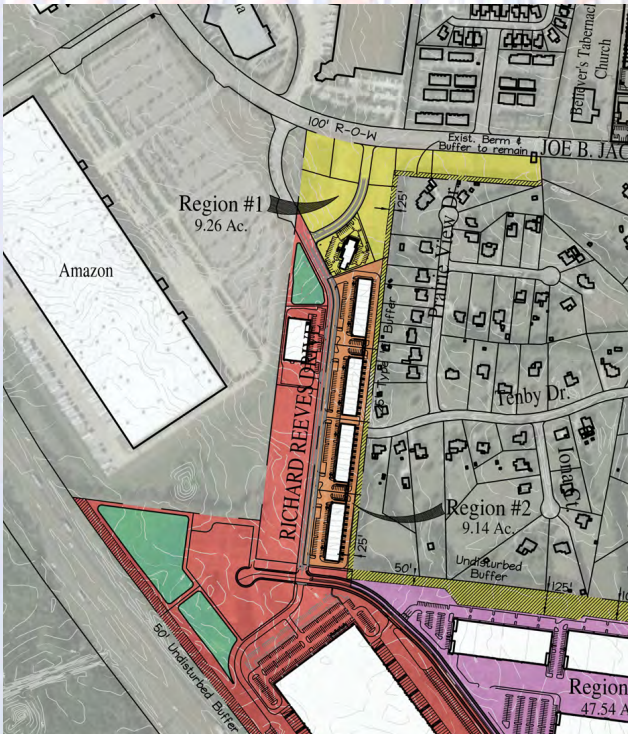
LANDSCAPE REQUIREMENTS



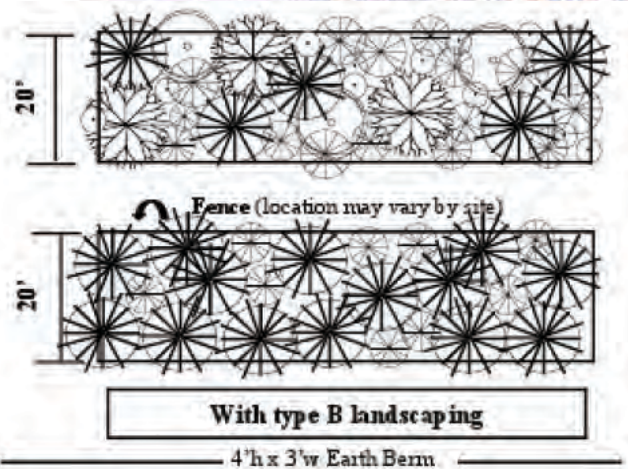
North Up
N.T.S.

PARKWAY PLACE

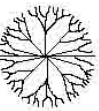
- Shown to the left is a picture of the existing buffer located along the southern buffer of Region #1. Presently this is a Type B Buffer.
- Shown to the right are some pictures of the existing tree line and 25' landscape buffer with 9' tall wall located along the eastern boundary of Region #2. These trees are to remain and be supplemented with a 25 foot wide landscape buffer with a masonry wall which was established and installed in 2017. This buffer meets the Type E requirements shown below and the masonry wall is at least 9 feet tall. In addition, any new evergreen trees planted shall be a minimum of 6 feet tall at the time of planting.



North Up
N.T.S.



Type E



Shade Tree: A large tree growing to over 40' in height at maturity, usually deciduous, that is planted to provide canopy cover shade. Minimum 2 1/2 – 3 inch caliper at planting



Ornamental Tree: A small to medium tree, growing 15' to 40' in height at a maturity, that is planted for aesthetic purposes such as colorful flowers, interesting bark, or fall foliage. Minimum 1 1/2 inch caliper at planting



Evergreen Tree: A tree having foliage that remains green throughout the year, that is planted for aesthetic or screening purposes. Minimum 6 ft ht. at planting



Large Shrub: An upright plant growing 10' to 20' in height at maturity that is planted for ornamental or screening purposes. Minimum 3 ft. ht. at planting



Medium Shrub: A plant growing 5' to 10' in height at maturity that is planted for ornamental or screening purposes. Minimum 2 ft. ht. at planting



Small Shrub: A plant growing to less than 5' in height at maturity that is planted for ornamental or screening purposes. Minimum 18 in. at planting

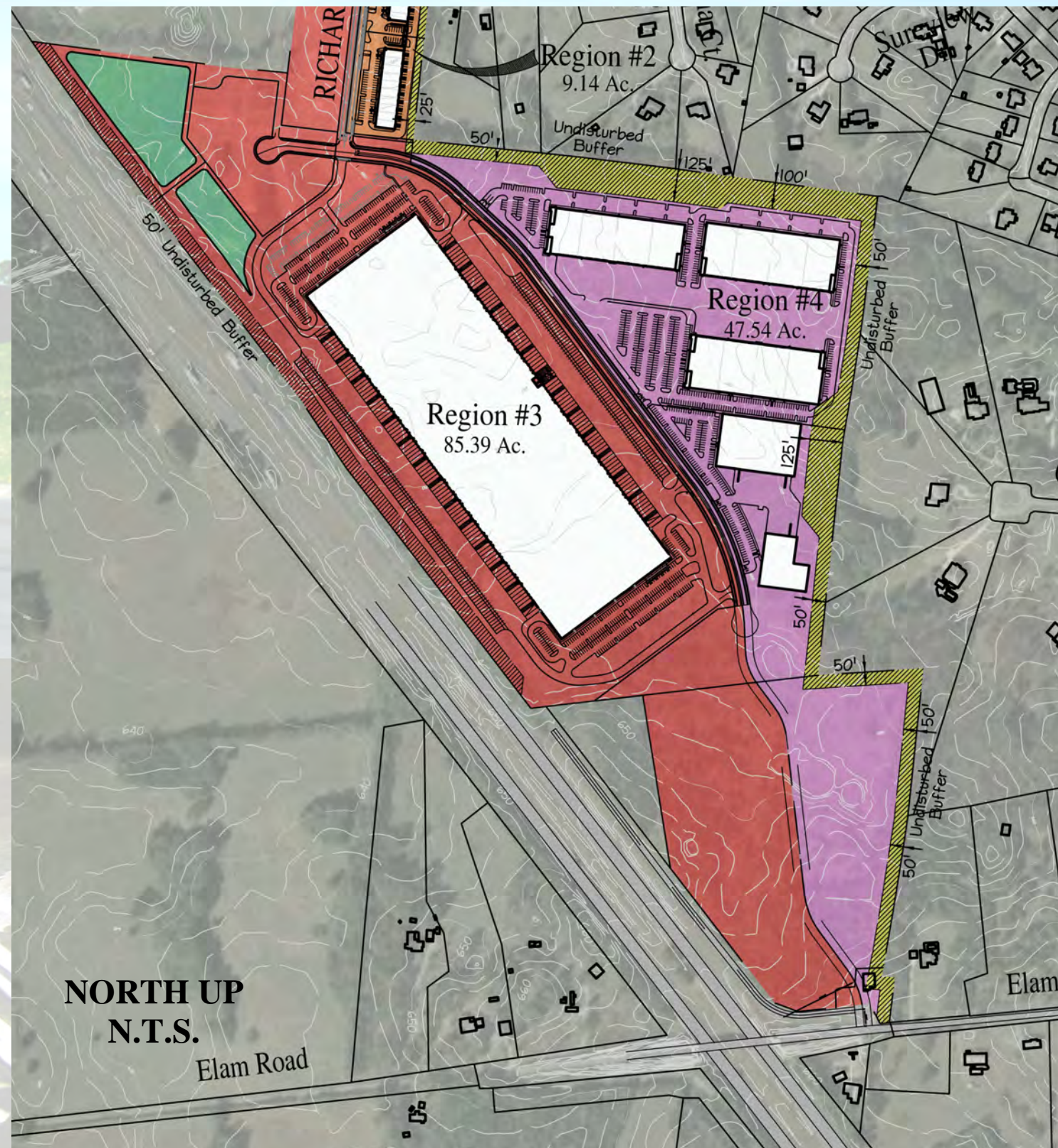


Evergreen Shrub: A shrub having foliage that remains green throughout the year, that in this instance is planted for screening purposes.



PARKWAY PLACE

LANDSCAPE REQUIREMENTS (cont)



- Shown to the left are Regions #3 & #4 with the previously mentioned undisturbed buffers shown. Also provided here are some pictures of the existing vegetation within these undisturbed areas. These areas are to remain completely undisturbed with no grading allowed in these areas. In addition, extra precautions shall be utilized during construction to make sure the existing vegetation is not harmed in these areas. The only disturbance of these areas that will be allowed is if additional landscaping is added to supplement the existing vegetation. At the time of development for each site located in Region #4, these buffers shall meet the planting requirements equivalent to a Type E Buffer from the City's landscape ordinance.



- These areas have been set aside to minimize any impact on the neighboring properties. Several items were considered with these buffers and include:
 - 1.) Distance of existing residences to the shared property line
 - 2.) Quality of existing foliage on each side of the shared property line

INGRESS/EGRESS

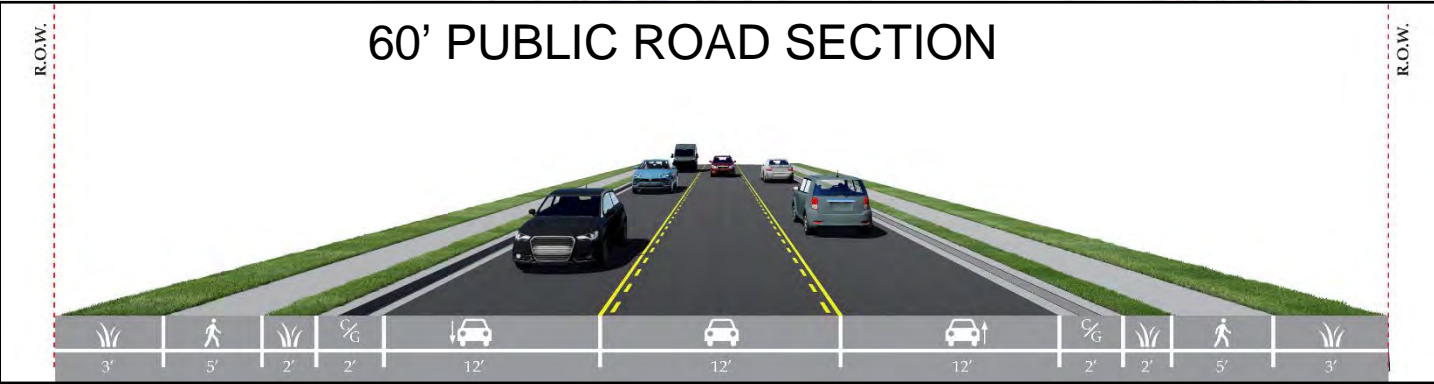


Parkway Place has been planned to have its main access off Joe B Jackson Parkway via two roadways. The first is Richard Reeves Drive, a public road, through the center of Region #2 and down to Regions #3 & #4. Richard Reeves Drive was extended to serve Regions #3 & #4. The road has a 60 foot right-of-way with a 3-lane cross section. The typical section is shown below. The second access off of Joe B Jackson Parkway is Treasure Way, a 50 foot right-of-way that bisects Region 1 and provides another link to the end of Richard Reeves Drive. This roadway provides access to new lots in Region #1. A new private access drive is proposed to connect to Elam Road as shown further in this plan book.

Interstate 24 is conveniently located and accessed by the interchange located to the northwest of this site. In addition to Interstate 24, Murfreesboro’s Major Transportation Plan (MTP) calls for Manchester Highway to be widened to 5 lanes on the north side of Joe B Jackson Parkway and widened to 3 lanes on the south side of Joe B Jackson Parkway to Elam Road. Joe B Jackson Parkway is currently built as a 5-lane cross section and transitions to a 3-lane section after it crosses over the river and the railroad tracks to the west of the Interstate 24 interchange.

In addition to adequate roadway infrastructure, the individual sites need to be planned adequately to provide truck turning movements. These need to be planned for at key locations like truck docks, truck parking areas, site entrances, and any internal turning movements. Internally to the site, all turning movements shall be carefully planned to allow truck circulation through the sites.

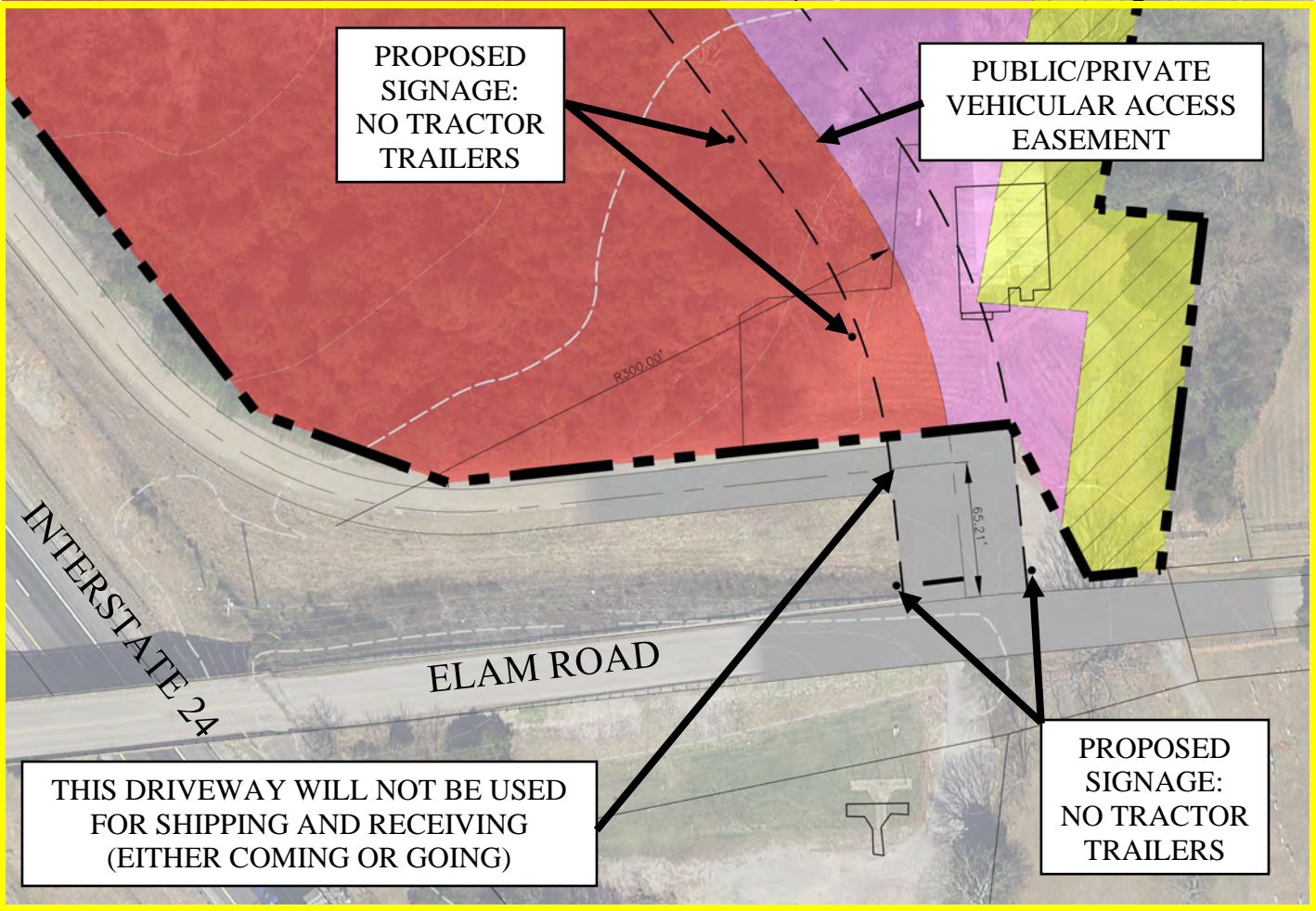
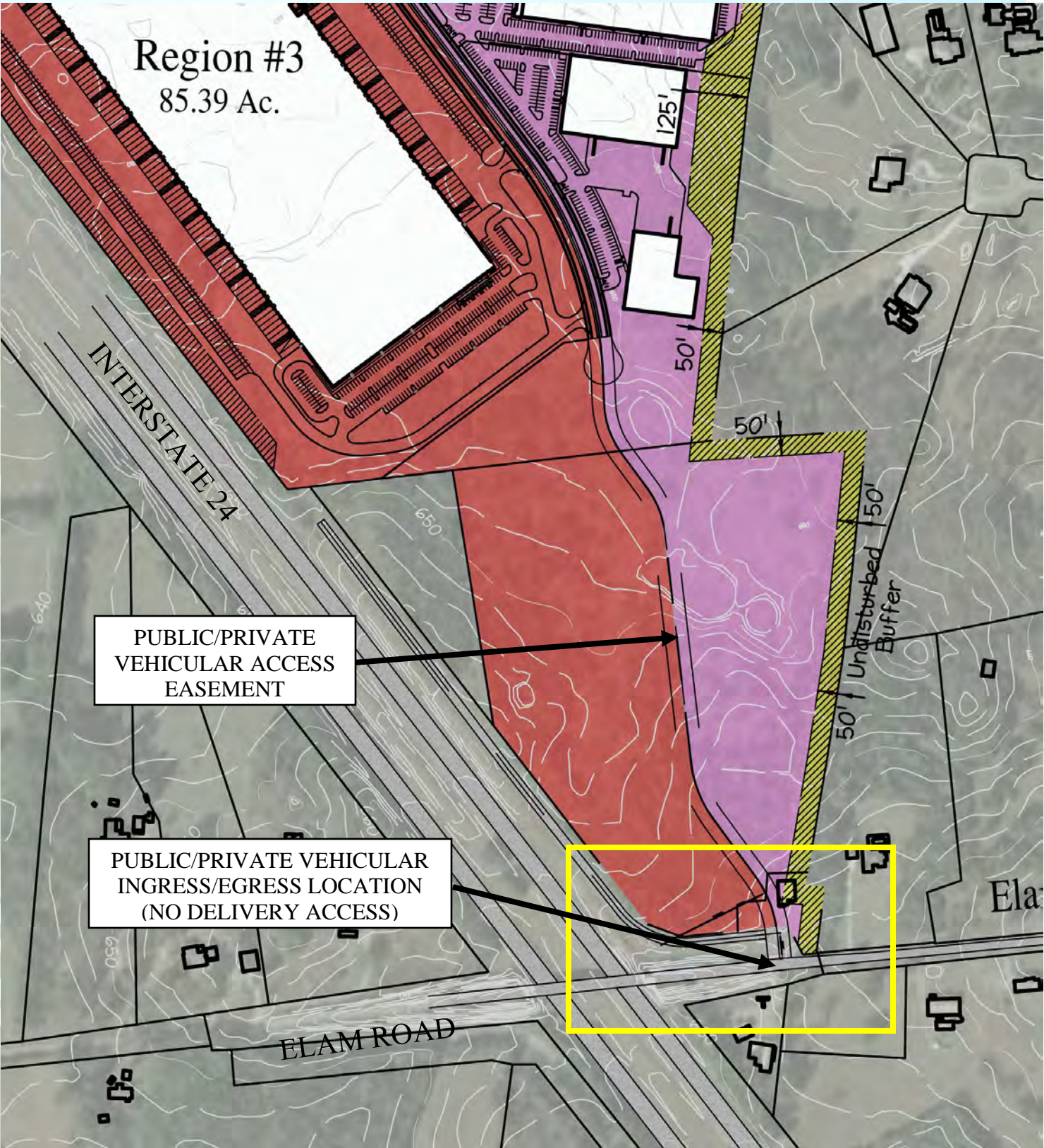
PARKWAY PLACE



*Cross sections shown on this sheet are meant to convey the overall design and approximate dimensions of the proposed roadways and access easements. Final roadway and access easement designs and dimensions shall be submitted at a site plan level.
**The intersection of Elam Road with the new connector road may be wider based on traffic study to adequately address turn movements and may slightly affect landscape buffer for safer visibility

PREVIOUSLY APPROVED ELAM ROAD CONNECTION

PARKWAY PLACE



- South Vehicular Ingress/Egress Notes:**
- 1) Swanson will add to their leases, that tractor trailer traffic (shipping and receiving) shall not be permitted to enter or leave the development through the southern vehicular ingress/egress location.
 - 2) The southern public/private access easement will have signs posted indicating that tractor trailer traffic shall not use the southern vehicular ingress/egress location.
 - 3) The connection to Elam Road will be required with the development of the portion of the PID south of the former Al Neyer development. A traffic study will be required to be submitted for City review at that time to determine what roadway improvements to Elam Road must be constructed by the developer in conjunction with the driveway connection to Elam Road.

PROPOSED ARCHITECTURE REGION #1 & #2

Architectural Features

- The main entrances are to be well defined and easily recognizable by use of raised rooflines, canopies, glazing, change in materials, change in colors, and change in building planes
- Any enclosures (mechanical or trash) shall match the building architecture of that site through material and color
- Truck docks in Regions #1 & 2 shall be screened from public right-of-ways. In Region #2, a 25 feet wide Type 'E' buffer and 9 feet tall masonry wall shall screen the 'Incubator Industry' buildings from the neighboring residential developments
- Foundation Plantings shall be utilized at retail or office buildings
- Varying rooflines and building planes shall be utilized on all office and retail buildings
- Multiple materials shall be utilized on every elevation of all office and retail buildings

Example of Retail Building



Example of Retail Building



Building Materials

- Integrally Colored Split Face Block will be allowed
 - Tilt-up precast concrete wall will be allowed
- Dryvit will be allowed, but only in combination with other materials. No single elevation shall be all dryvit
 - Brick will be allowed
 - Textured metal will be allowed on the elevations
- No corrugated metal will be allowed on the elevations, however it will be allowed for the roofs
 - Insulated metal panels (IMP's) will be allowed
- Stone, cast stone, and aggregate stone panels will be allowed
 - Cementitious siding will be allowed
 - Asphalt shingles will be allowed
 - Glazing will be allowed
 - Canopies will be allowed
- Glass, aluminum, and stone cladding will be allowed

PARKWAY PLACE

Example of Public Building



Architectural Features

- If mechanical units are on the roof, then they should be screened from view
 - Maximum height of building in Region #1=35 feet & Region #2=25 feet (*see pg. 15*)
- All roll up doors shall be screened from public rights-of-way.

Example of Office Building



PROPOSED ARCHITECTURE REGION #3 & 4 Architectural Features

- The main entrances are to be well defined and easily recognizable by use of raised rooflines, canopies, glazing, change in materials, change in colors, and change in building planes
- Any enclosures (mechanical or trash) shall match the building architecture of that site through material, color, and character
- Truck docks shall be positioned to face away from the neighboring residential developments in Region #4 and screened from public right-of-ways in Regions #2, 3, & 4



Example of Building
Entrance

INTENT

It is intended that the proposed architectural styles, elements, colors and materials outlined in this section be approved only as an architectural guideline and sampling palate for final building designs. The Planning Commission shall have review authority and shall be allowed to provide input and influence for the final architectural building design for each site. This shall be done as part of the final site plan approval process.

Region #3 and 4 are anticipated to have mostly industrial uses and have been limited to those uses with this pattern book. Region #2 has allowable uses that fall into industrial uses as well as office and retail uses. Due to this reason, Region #2 has been included in both sets of architectural guidelines.



Example of Building
Entrance

Building Materials

- Integrally Colored Split Face Block will be allowed
 - Tilt-up precast concrete wall will be allowed
- Dryvit will be allowed, but only in combination with other materials. No single elevation shall be all dryvit.
 - Brick will be allowed.
 - Textured metal will be allowed on the elevations
- No corrugated metal will be allowed on the elevations, however it will be allowed for the roofs
 - IMP's will be allowed
- Stone, cast stone, and aggregate stone panels will be allowed
 - Cementitious siding will be allowed
 - Asphalt shingles will be allowed
 - Glazing will be allowed
- Glass, aluminum, and stone cladding will be allowed

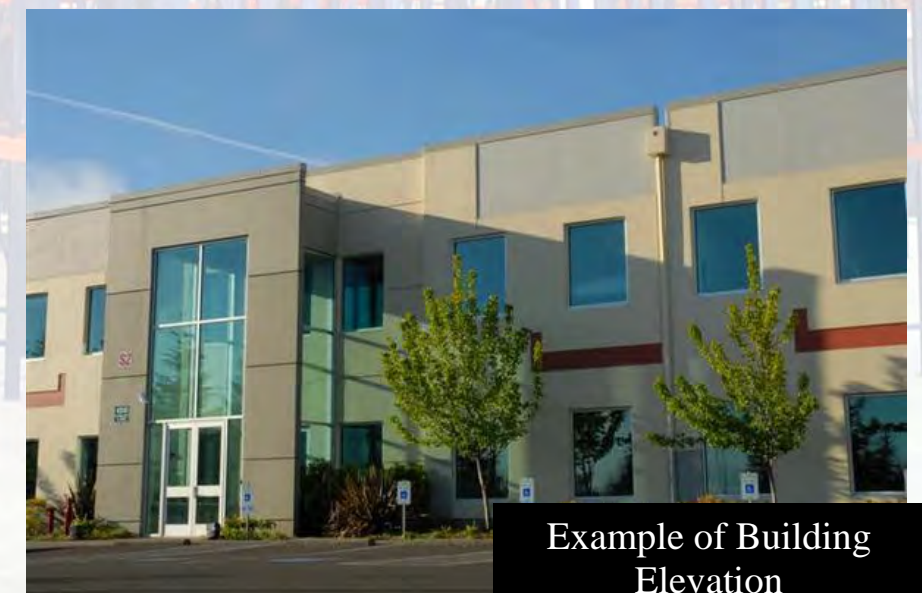
PARKWAY PLACE



Example of Building
Elevation

Architectural Features

- If mechanical units are on the roof, and should be screened from view of any public rights-of-way
- Maximum height of building in Region #3=75 feet (*see pg. 15*)
- Maximum height of building in Region #4=45 feet (*see pg. 15*)



Example of Building
Elevation

EXISTING AND PROPOSED ARCHITECTURE

Images on this page are from the existing Region 2, Lot 5. These images show the character of the existing and proposed buildings in Region 2. Building sides that are visible to the right-of-way should return from the front façade, generally a quarter of the side building length.



PARKWAY PLACE

PROPOSED ARCHITECTURE (cont.)

Building Color Palette Primary Colors



Building Color Palette Accent Colors



Example of Brick



Example of Cast Stone



Example of Stone Veneer



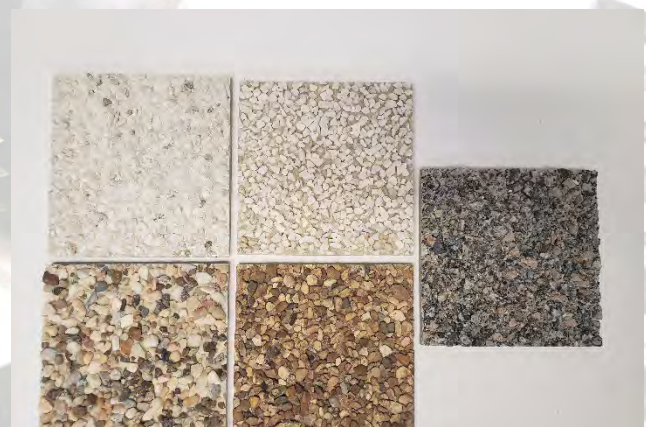
Example of Split Face Block & Textured Metal



Example of IMP Panels



Example of Cementitious Siding



Example of Aggregate Panels



Example of Tilt-up Concrete



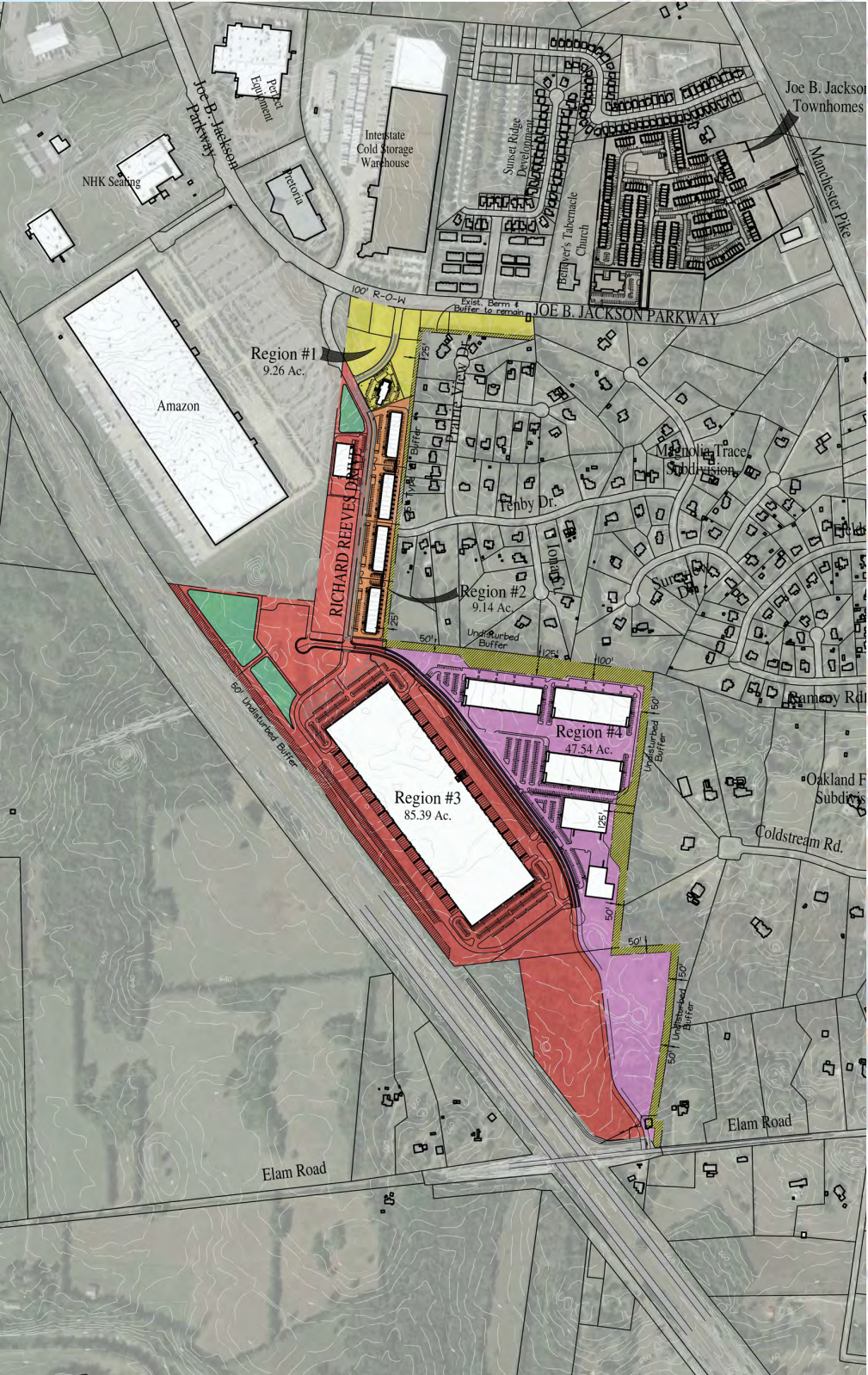
PARKWAY PLACE

PROPOSED ALLOWABLE USES

USES PERMITTED	ZONES			
	Region 1	Region 2	Region 3	Region 4
COMMERCIAL				
Amusements, Commercial Indoor		X	X	
Animal Grooming Facility	X	X	X	
Antique Mall		X		
Antique Shop <3,000 sq. ft.	X	X	X	
Apothecaries (pharmaceuticals only)	X			
Art or Photo Studio or Gallery	X	X	X	
Bakery, Retail		X	X	
Bank, Branch Office	X			
Bank, Drive-Up Electronic Teller	X			
Bank, Main Office	X			
Barber or Beauty Shop	X	X		
Boat Rental, Sales, or Repair			X	
Book or Card Shop	X			
Brewery - Artisan	X	X	X	X
Business School	X	X	X	
Business and Communication Service		X	X	X
Catering Establishment		X	X	X
Clothing Store	X	X		
Commercial Center	X			
Convenience Sales and Service, maximum 5,000 sq. ft. floor area	X			
Delicatessen	X			
Department or Discount Store		X		
Dry Cleaning < 3,000 sf (No on-site cleaning)	X	X		
Financial Service (Check Cash)	X	X		
Fireworks Retailer		X	X	
Fireworks Seasonal Retailer		X	X	
Flower or Plant Store	X	X	X	
Funeral Home	X			
General Service and Repair Shop		X	X	
Glass--Auto, Plate, and Window		X	X	X
Glass--Stained and Leaded	X	X		
Group Assembly, <250 persons		X	X	
Health Club	X	X	X	X
Interior Decorator	X	X		
Iron Work		X		
Janitorial Service		X		
Karate, Instruction	X	X		
Keys, Locksmith	X	X		
Laboratories, Medical		X		
Laboratories, Testing	X	X		
Lawn, Tree, and Garden Service		X		
Lumber, Building Material			X	
Motor Vehicle: Repair (Medium & Heavy Duty Commercial Vehicles (Excluding the sales and rental) Lot 16 only			X	
Music or Dancing Academy	X	X		
Offices	X	X	X	X
Optical Dispensaries	X	X		
Personal Service Establishment	X	X	X	X
Pet Shops, Excluding Overnight Kenneling	X	X		
Pharmacies	X			
Powder Coating (Indoor)*			X	X
Radio, TV, or Recording Studio		X	X	
Reducing and Weight Control Service	X	X		
Restaurant and Carry-Out Restaurant	X			
Restaurant, Drive-In	X			
Restaurant, Specialty	X			
Restaurant, Specialty -Limited	X	X		
Retail Shop, other than enumerated elsewhere	X	X	X	X
Salvage and Surplus Merchandise		X	X	
Self-Service Storage Facility			X	X
Sheet Metal Shop		X	X	
Shopping Center, Community			X	
Shopping Center, Neighborhood			X	
Shopping Center, Regional			X	X
Specialty Shop	X	X		
Towing			X	
Veterinary Office	X	X		
Veterinary Clinic	X	X		
Vehicle Wash		X		
Wholesaling Establishments		X	X	X
X = Permitted Uses				

*All activity associated with the power coating operation, including the storage or powder coating materials and the actual powder coating activities themselves, shall be conducted indoors only. No such activities or uses shall be conducted outside of any building.

USES PERMITTED	ZONES			
	Region 1	Region 2	Region 3	Region 4
INDUSTRIAL				
Manufacture, Storage, Distribution of:				
Abrasive Products		X	X	X
Automobile Parts and Components Manufacture			X	X
Automobile Seats Manufacture			X	X
Bakery Goods		X	X	X
Bottling Works		X	X	X
Brewery		X	X	X
Candy		X	X	X
Canned Goods			X	X
Contractor's Storage, Indoor		X	X	X
Contractor's Yard or Storage, Outdoor			X	
Cosmetics			X	
Custom Wood Products		X	X	X
Dry Cleaning, Laundering Facility > 3,000 sqft			X	X
Electrical or Electronic Equipment, Appliances, and Instruments		X	X	X
Fabricated Metal Products and Machinery (Indoor)		X	X	X
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery			X	X
Furniture and Fixtures		X	X	X
Jewelry		X	X	X
Leather and Leather Products except tanning and finishing		X	X	X
Leather and Leather Products, Tanning and Finishing			X	
Lumber and Wood Products			X	
Metal or Rubber Stamps			X	
Musical Instruments			X	X
Novelties		X	X	X
Office/Art Supplies		X	X	X
Paints, only storage or distribution		X	X	X
Paper Products excluding paper and pulp mills			X	
Pharmaceuticals			X	X
Photographic Film Manufacture			X	
Pottery, Figurines, and Ceramic Products		X	X	X
Primary Metal Distribution and Storage, indoor			X	X
Primary Metal Manufacturing			X	
Printing and Publishing		X	X	X
Recycling Center			X	
Rubber and Plastic Products except rubber or plastic manufacture			X	
Silverware and Cutlery			X	X
Soap			X	
Sporting Goods			X	X
Stone, Clay, Glass, and Concrete Products		X	X	X
Toiletries			X	
Toys		X	X	X
Transportation Equipment, Vehicles			X	
Warehousing, Transporting / Distributing / Fulfillment			X	X
USES PERMITTED				
ZONES				
	Region 1	Region 2	Region 3	Region 4
INSTITUTIONS				
Church	X			
Day-Care Center	X			
Public Building	X			
USES PERMITTED				
ZONES				
	Region 1	Region 2	Region 3	Region 4
TRANSPORTATION AND PUBLIC UTILITIES				
Post Office or Postal Facility		X	X	X
Pump Station		X		
Telephone Service Center		X	X	X
X = Permitted Uses				



PARKWAY PLACE

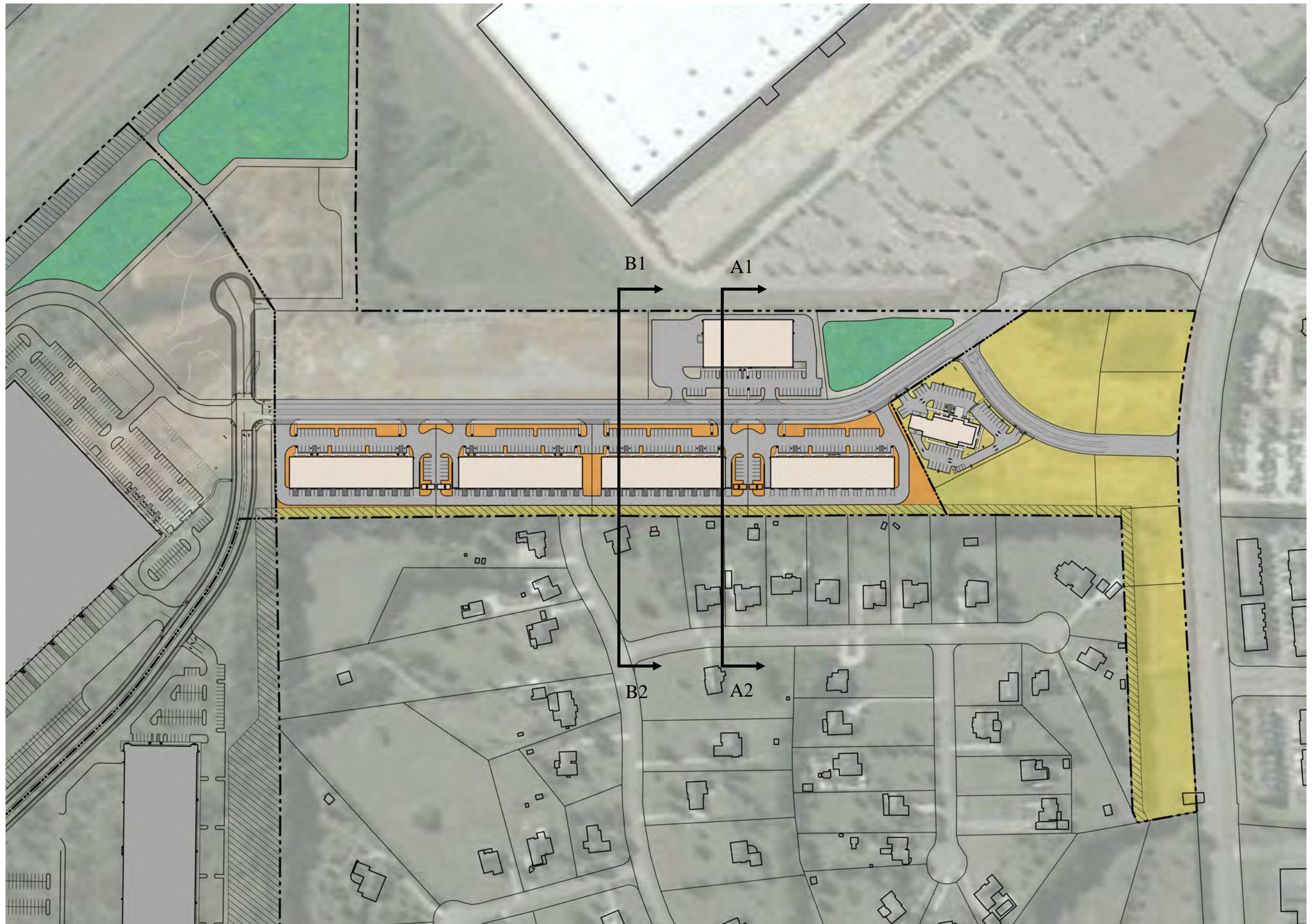
The uses for the development were selected and restricted to help protect the existing residents and ensure a successful development. The less intense uses have been placed abutting the residential zones while the more intense uses will be buffered from the residential zones. In addition to considering the abutting residential zones, the allowable uses of each Region inside the development were considered to ensure the long-term success of the development itself. By maintaining appropriate uses within each Region, proper transitions between land uses will occur and keep activities restricted to certain areas therefore protecting each individual site itself as well as the entire development and surrounding region.

2025 AMENDMENT:

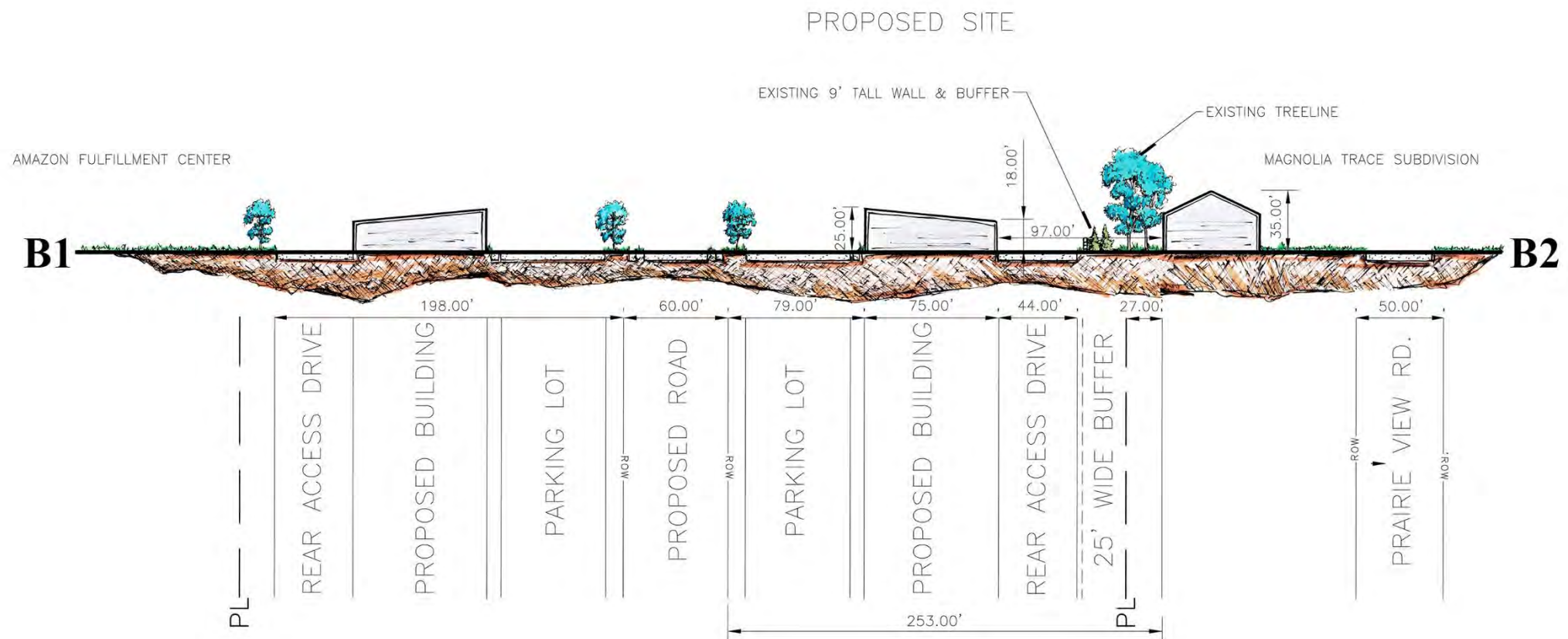
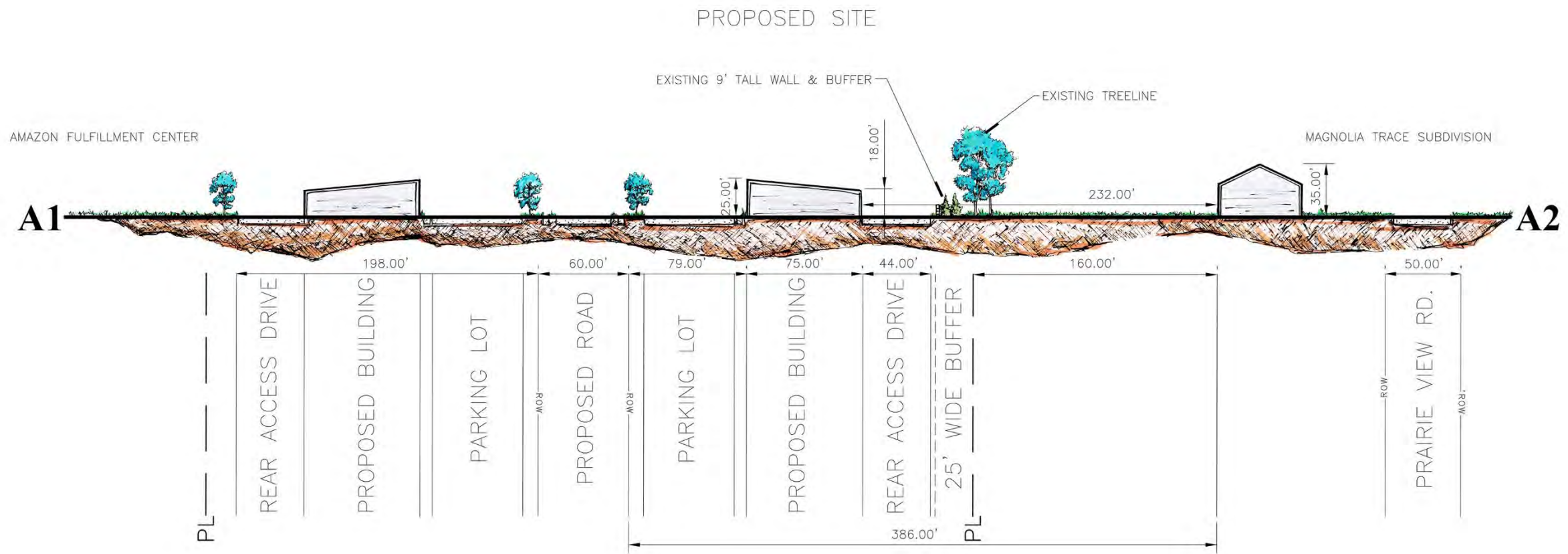
The 2024 Murfreesboro Zoning Ordinance update has further defined the "Motor Vehicle Service" land-use into several categories, separating the difference between "repairs" versus "service" & "small vehicles" versus "medium & heavy duty vehicles" in both Chart 1 and the definitions. "Dry Cleaning" and "Warehousing, Transporting / Distributing / Fulfillment" were also modified in chart 1 & 2 and are therefore incorporated herein.

The revised land-uses highlighted in yellow reflect these changes. Additionally staff has suggested to modify Region 2, west of Richard Reeves Drive, to Region 3, thereby negating the * carve out language in Region 2.

N.T.S.



North to the Right
Scale: 1" = 200'



1.) A MAP SHOWING AVAILABLE UTILITIES, EASEMENTS, ROADWAYS, RAIL LINES AND PUBLIC RIGHT-OF-WAY CROSSING AND ADJACENT TO THE SUBJECT PROPERTY.

RESPONSE: AN EXHIBIT IS GIVEN ON PAGE 5 ALONG WITH DESCRIPTIONS OF EACH.

2.) A GRAPHIC RENDERING OF THE EXISTING CONDITIONS AND/OR AERIAL PHOTOGRAPH(S) SHOWING THE EXISTING CONDITIONS AND DEPICTING ALL SIGNIFICANT NATURAL TOPOGRAPHICAL AND PHYSICAL FEATURES OF THE SUBJECT PROPERTY; LOCATION AND EXTENT OF WATER COURSES, WETLANDS, FLOODWAYS, AND FLOODPLAINS ON OR WITHIN ONE HUNDRED (100) FEET OF THE SUBJECT PROPERTY; EXISTING DRAINAGE PATTERNS; LOCATION AND EXTENT OF TREE COVER; AND COMMUNITY GREENWAYS AND BICYCLE PATHS AND ROUTES IN PROXIMITY TO THE SUBJECT PROPERTY.

RESPONSE: AN EXHIBIT IS GIVEN ON PAGE 5 THAT SHOWS THE EXISTING CONTOURS AND DRAINAGE PATTERNS ALONG WITH AN AERIAL PHOTOGRAPH OF THE AREA. NO PORTION OF THE PROPERTY IS SUBJECT TO FLOODPLAINS OR FLOODWAYS.

3.) A PLOT PLAN, AERIAL PHOTOGRAPH, OR COMBINATION THEREOF DEPICTING THE SUBJECT AND ADJOINING PROPERTIES INCLUDING THE LOCATION OF STRUCTURES ON-SITE AND WITHIN TWO HUNDRED (200) FEET OF THE SUBJECT PROPERTY AND THE IDENTIFICATION OF THE USE THEREOF.

RESPONSE: EXHIBITS AND PHOTOGRAPHS ON PAGES 3, 5, 6, 7, & 8 GIVE THE LOCATION OF EXISTING STRUCTURES ON THE SUBJECT PROPERTY AND THE SURROUNDING PROPERTIES. AN EXHIBIT ON PAGE 5A GIVES THE ZONING OF THOSE SAME PROPERTIES.

4.) A DRAWING DEFINING THE LOCATION AND AREA PROPOSED TO BE DEVELOPED FOR BUILDINGS AND PARKING; STANDARDS FOR PEDESTRIAN AND VEHICULAR CIRCULATION; THE PROPOSED POINTS OF INGRESS AND EGRESS TO THE DEVELOPMENT; THE PROVISION OF SPACES FOR LOADING; PROPOSED SCREENING TO BE MADE IN RELATION TO ABUTTING LAND USES AND ZONING DISTRICTS; AND THE EXTENT OF PROPOSED LANDSCAPING, PLANTING AND OTHER TREATMENT ADJACENT TO SURROUNDING PROPERTY.

RESPONSE: PAGES 8-12 LISTS STANDARDS AND EXHIBITS SHOWING THE CONCEPT PLAN WHICH SHOWS EACH OF THESE ITEMS.

5.) A CIRCULATION DIAGRAM INDICATING THE PROPOSED PRINCIPAL MOVEMENT OF VEHICLES, GOODS AND PEDESTRIAN WITHIN THE DEVELOPMENT TO AND FROM EXISTING THOROUGHFARE.

RESPONSE: THE SITE PLAN ON PAGES 4, 11, & 12 INDICATES ACCESS POINTS.

6.) IF THE PLANNED DEVELOPMENT IS PROPOSED TO BE CONSTRUCTED IN STAGES OR UNITS DURING A PERIOD EXTENDING BEYOND A SINGLE CONSTRUCTION SEASON, A DEVELOPMENT SCHEDULE INDICATING:

(AA) THE APPROXIMATE DATE WHEN CONSTRUCTION OF THE PROJECT CAN BE EXPECTED TO BEGIN; RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 8

(BB) THE ORDER IN WHICH THE PHASES OF THE PROJECT WILL BE BUILT; RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 8

(CC) THE MINIMUM AREA AND THE APPROXIMATE LOCATION OF COMMON SPACE AND PUBLIC IMPROVEMENTS THAT WILL BE REQUIRED AT EACH STAGE; RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 8

(DD) A BREAKDOWN BY PHASE FOR SUBSECTIONS[5] AND [6] ABOVE; RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 8

7.) A WRITTEN STATEMENT GENERALLY DESCRIBING THE RELATIONSHIP OF THE PROPOSED PLANNED DEVELOPMENT TO THE CURRENT POLICIES AND PLANS OF THE CITY AND HOW THE PROPOSED PLANNED DEVELOPMENT IS TO BE DESIGNED, ARRANGED AND OPERATED IN ORDER TO PERMIT THE DEVELOPMENT AND USE OF NEIGHBORING PROPERTY IN ACCORDANCE WITH THE APPLICABLE REGULATIONS OF THIS ARTICLE.

RESPONSE: THE PROPERTY IS CURRENTLY ZONED PID. THE SURROUNDING AREA HAS A MIXTURE OF USES CONSISTING OF RESIDENTIAL DETACHED STRUCTURES, CHURCHES, AND SCHOOLS. THE SCHOOL AND CHURCH ARE INSTITUTIONAL USES, WHICH ARE TYPICALLY CONSIDERED TO BE COMPLIMENTARY AND COHESIVE WITH THE SURROUNDING NEIGHBORHOODS. LIKE THOSE USES, THE APPROVED PID WILL PROVIDE AMENITIES AND NEEDS FOR THE LOCAL RESIDENTS. THE CONCEPT PLAN AND DEVELOPMENT STANDARDS COMBINED WITH THE ARCHITECTURAL REQUIREMENTS SHOWN WITHIN THIS BOOKLET WILL ALLOW THIS SITE TO FILL A NEED IN THE SIEGEL AREA.

8.) A STATEMENT SETTING FORTH IN DETAIL EITHER (1) THE EXCEPTIONS WHICH ARE REQUIRED FROM THE ZONING AND SUBDIVISION REGULATIONS OTHERWISE APPLICABLE TO THE PROPERTY TO PERMIT THE DEVELOPMENT OF THE PROPOSED PLANNED DEVELOPMENT OR (2) THE BULK, USE, AND/OR OTHER REGULATIONS UNDER WHICH THE PLANNED DEVELOPMENT IS PROPOSED. RESPONSE: THE FRONT SETBACKS REQUESTED ARE THE SAME AS REQUIRED SETBACK FOR A (OG) DEVELOPMENT. THE SIDE SETBACKS REQUESTED ARE SAME AS REQUIRED FOR A (OG) DEVELOPMENT. THE REAR SETBACKS ARE SAME AS REQUIRED SETBACK FOR A (OG) DEVELOPMENT. THE MAXIMUM HEIGHT IS SAME AS ALLOWED IN A (OG) DEVELOPMENT. THIS DEVELOPMENT REQUESTS AN EXCEPTION TO THE MAXIMUM CUL-DE-SAC LENGTH SET FORTH IN SECTION 5.7.5ii OF THE MURFREESBORO SUBDIVISION REGULATIONS FOR THE TEMPORARY END OF LOGISTICS WAY. A PUBLIC/PRIVATE ACCESS EASEMENT SHALL BE PROVIDED TO CONNECT TO ELAM ROAD FOR NON-DELIVERY VEHICULAR ACCESS ONLY.

9.) A TABULATION OF THE MAXIMUM FLOOR AREA PROPOSED TO BE CONSTRUCTED, THE F.A.R. (FLOOR AREA RATIO), THE L.S.R. (LIVABILITY SPACE RATIO) AND THE O.S.R. (OPEN SPACE RATIO). THESE TABULATIONS ARE FOR THE PID. NOT REQUIRED FOR INDUSTRIAL USES PER MURFREESBORO ZONING ORDINANCE CHART 2 “MINIMUM LOT REQUIREMENTS, MINIMUM YARD REQUIREMENTS, AND LAND USE INTENSITY RATIOS”.

10.) THE NATURE AND EXTENT OF ANY OVERLAY ZONE AS DESCRIBED IN SECTION 24 OF THIS ARTICLE AND ANY SPECIAL FLOOD HAZARD AREA AS DESCRIBED IN SECTION 34 OF THIS ARTICLE RESPONSE: THIS PROPERTY IS IN THE AIRPORT OVERLAY DISTRICT (AOD), BATTLEFIELD PROTECTION DISTRICT (BPD), GATEWAY DESIGN OVERLAY DISTRICT (GDO), HISTORIC DISTRICT (H-1), OR PLANNED SIGNAGE OVERLAY DISTRICT (PS). NO PORTION OF THIS PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ACCORDING TO THE CURRENT FEMA MAP PANEL.

11.) THE LOCATION AND PROPOSED IMPROVEMENTS OF ANY STREET DEPICTED ON THE MURFREESBORO MAJOR THOROUGHFARE PLAN AS ADOPTED AND AS IT MAY BE AMENDED FROM TIME TO TIME. RESPONSE: PAGE 12 DISCUSSES THE MAJOR THOROUGHFARE PLAN.

12.) THE NAME, ADDRESS, TELEPHONE NUMBER, AND FACSIMILE NUMBER OF THE APPLICANT AND ANY PROFESSIONAL ENGINEER, ARCHITECT, OR LAND PLANNER RETAINED BY THE APPLICANT TO ASSIST IN THE PREPARATION OF THE PLANNED DEVELOPMENT PLANS. A PRIMARY REPRESENTATIVE SHALL BE DESIGNATED. RESPONSE: THE PRIMARY REPRESENTATIVE IS MATT TAYLOR OF SEC, INC.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 9, 2025

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Shawn Wright

STAFF PRESENT

Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Sloane Lewis, Planner
Marc Shackelford-Rowell, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Kathy Jones called the meeting to order.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

Chair Kathy Jones announced that no one signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the March 19, 2025 Planning Commission meeting.

The minutes from the March 19, 2025 Planning Commission meeting were withdrawn from the Agenda by Staff.

5. Public Hearings and Recommendations to Council:

Zoning application [2025-404] to amend the Parkway Place PID on approximately 151 acres located on along Joe B Jackson Parkway, Richard Reeves Drive, and Logistics Way, Swanson Developments, LP applicant. Ms.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 9, 2025

Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Joe Swanson, Jr. (applicant) were in attendance for the meeting.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Ken Halliburton
Reggie Harris
Bryan Prince
Shawn Wright
Kathy Jones

Nay: None

Mandatory Referral [2025-702] to consider the abandonment of a portion of Blackman Road right-of-way located at the intersection of Blackman Road and Hartman Farm Court, SEC, Inc. applicant. Ms. Sloane Lewis presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

ORDINANCE 25-OZ-15 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 151 acres in the Planned Industrial Development (PID) District (Parkway Place PID) located on along Joe B Jackson Parkway, Richard Reeves Drive, and Logistics Way, as indicated on the attached map, Swanson Development, LP, applicant [2025-404].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Industrial Development (PID) District (Parkway Place PID), as indicated on the attached map, for the purposes of revising the list of allowable uses and modifying the “Region 2” and “Region 3” boundaries within the development.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

ATTEST:

Erin Tucker
City Recorder

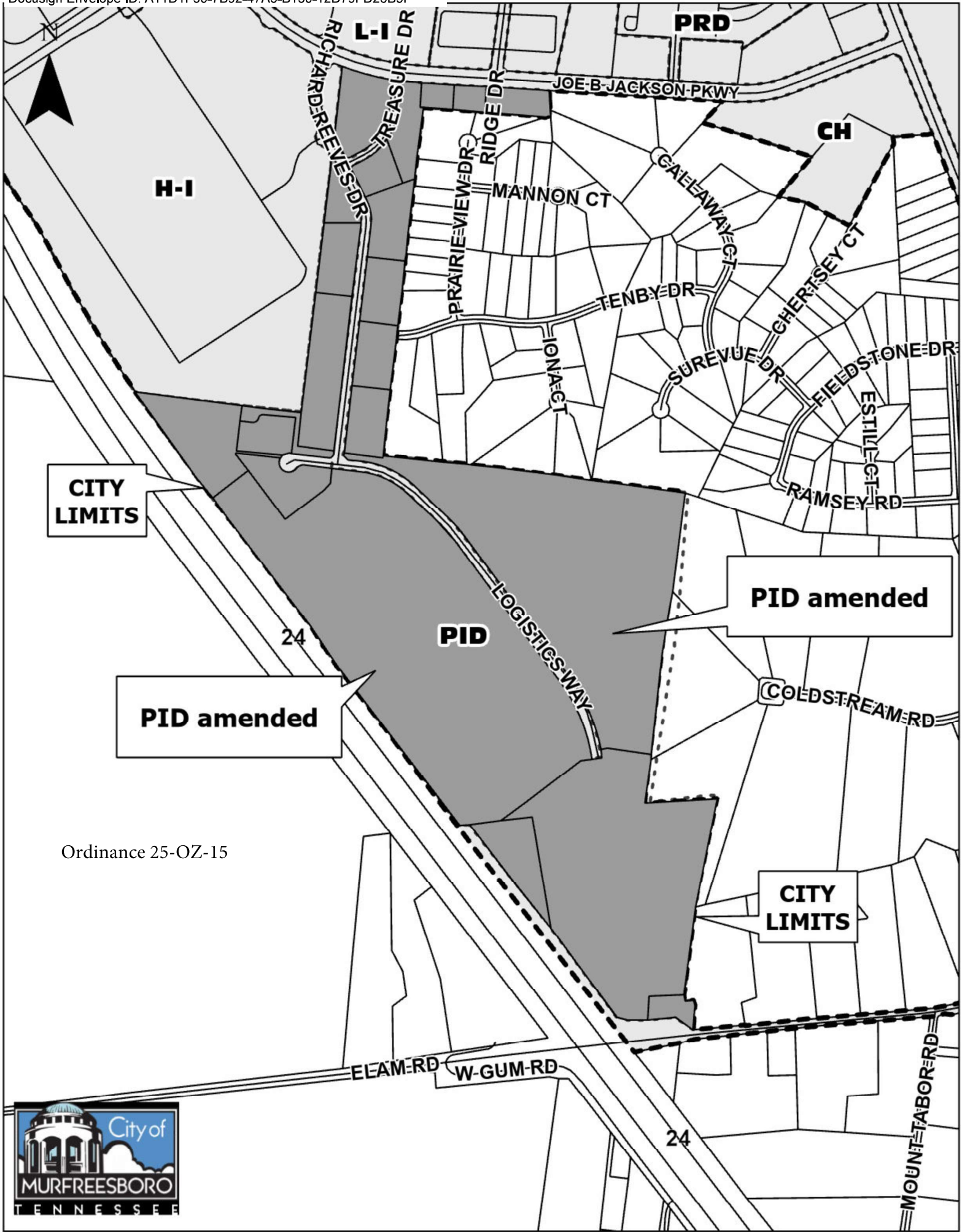
SEAL

Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2038E51F9401...
Adam F. Tucker
City Attorney



Ordinance 25-OZ-15



COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: FY26 Public Hearing and Related Ordinances

Department: Finance

Presented by: Erin Tucker

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

Public comment regarding the proposed FY26 Budget information and consideration of ordinance adopting the FY26 Budget.

Staff Recommendation

Conduct public hearing regarding the FY25 Budget.

Approve and adopt the Appropriations Ordinance 25-O-09, the Tax Rate Ordinance 25-O-10 and the Tax Due Date Ordinance 25-O-19.

Background Information

The FY26 Budget was submitted to City Council on May 15, 2025. Council held a special budget review session on May 22, 2025, regarding the significant assumptions and economic factors surrounding the FY26 Budget and expectations.

Council Priorities Served

Responsible budgeting

The FY26 Budget addresses the economic conditions and necessary expenditures of the City. Staff will continue to keep City Council informed of the economic conditions of the City and any expected deviations from the budget expectations.

Operational Issues

FY26 Budget approval is required before June 30, 2025, in order to continue operations beginning July 1, 2025.

Fiscal Impact

The FY26 Budget projects the one-time use of General Fund's Unassigned Fund Balance of \$5.9 million and use of \$111 million of Assigned/Restricted Fund Balances. Other ancillary funds are included in this ordinance, as well, including Insurance Fund, Risk Management Fund, Airport Fund, Drug Fund, Impact Fee Fund, Debt Service Fund, Other Capital Sources Fund and Capital Projects Fund.

Attachments

1. FY26 Appropriations Ordinance 25-O-09
2. FY26 Tax Rate Ordinance 25-O-10

3. Tax Due Date Ordinance 25-O-19

ORDINANCE 25-O-09 adopting a budget and appropriations ordinance providing for appropriations out of the general and special funds of the City of Murfreesboro, Tennessee, of certain sums to defray the current, necessary and special expenses of said City for Fiscal Year 2026 (hereafter “FY2026”), and for other purposes.

WHEREAS, the Municipal Budget Law of 1982, T.C.A. §6-56-201 et. seq., requires adoption of an annual budget ordinance and balanced financial plans for intragovernmental service funds; and,

WHEREAS, information on the anticipated revenues of the City and the estimated expenditures for the last preceding fiscal year, the current fiscal year, and the coming fiscal year must be included in the annual budget ordinance; and,

WHEREAS, state law requires that the proposed annual operating budget be published and a public hearing be held before final adoption of the budget ordinance; and,

WHEREAS, the City Charter also requires publication of a tentative budget and public hearing prior to passage of an appropriation ordinance; and,

WHEREAS, the City Manager has, pursuant to the City Charter, submitted to the City Council a budget covering in line-item detail, by department and fund, estimates of the expenditures and revenues of the City, which budget shall be revised as necessary to support and be consistent with this budget and appropriations ordinance and other actions of the City Council; and,

WHEREAS, a Notice of Public Hearing was published in the May 13, 2025 edition of the *Murfreesboro Post* for public hearing held before the City Council on May 22, 2025 and,

WHEREAS, the Council has carefully considered the budget as recommended by the City Manager and previously discussed by the City Council, and comments made at the public hearing and is prepared to adopt its financial plan for FY2026.

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

SECTION 1. The amounts hereinafter listed are the estimated revenues and the budgeted expenditures of the City of Murfreesboro, Tennessee, and the amounts specified are hereby appropriated for the purpose of meeting the expenses of the various departments, agencies, and programs of the City of Murfreesboro, Tennessee for the fiscal year beginning July 1, 2025 and ending June 30, 2026, including the payment of principal of and interest on bonds and other obligations of the City maturing in FY2026, for the City’s General Fund and its special and intergovernmental service funds, to wit:

PLEASE SEE ATTACHED EXHIBIT A

(The FY2024 and FY2025 columns are shown for informational purposes only.)

SECTION 2. The Personnel Costs authorized for expenditure in Section 1 are based on the current, previously adopted, compensation and classification plan of the City and the staffing levels hereinafter listed:

PLEASE SEE ATTACHED EXHIBIT B

SECTION 3. City Council herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the City has Outstanding Bonded and Other Indebtedness as follows:

PLEASE SEE ATTACHED EXHIBIT C

SECTION 4. All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 5. All unassigned and unencumbered fund balances are hereby reappropriated to their respective funds.

SECTION 6. That all payments made before the effective date of this Ordinance, on account of and in pursuance of the appropriations hereinbefore made and provided by this Ordinance in meeting the expenses and obligations of the City for the FY2026, shall be charged against and be deducted from the respective sums appropriated hereinbefore for the respective departments and accounts of the City's government and for the payment of the principal of and interest on obligations of the City to be paid during the FY2026, the intention of this Ordinance in part being to authorize and provide for the payment of the expenses and obligations of the City for that part of the FY2026 that may have already transpired at the taking effect date of this Ordinance as well as for the entire FY2026.

SECTION 7. That any appropriation made by this Ordinance, except appropriations to meet the principal of and interest on bonds and other obligations to be paid in the FY2026 as hereinbefore provided for, shall be subject to reduction, or to the transfer from one appropriation or fund to another, at any time by a resolution of the City Council as to the unexpended portion of such appropriation or funds.

SECTION 8. 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 FY2026 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

SEAL

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
Adam F. Tucker
City Attorney

Ordinance 25-O-09
Exhibit A

City of Murfreesboro 2025 - 2026			
	Actual 2023 - 2024	Estimated 2024 - 2025	Proposed 2025 - 2026
<u>GENERAL FUND:</u>			
REVENUES			
Local Taxes	\$160,053,898	\$163,033,872	\$168,314,272
State of Tennessee	37,276,009	38,096,178	33,843,205
Federal Government	16,767,960	18,299,452	22,480,140
Other Sources	50,109,929	46,897,904	51,975,289
Reimbursements from Other Funds	3,033,548	5,104,749	6,523,318
Transfers In	-	2,068,060.00	2,777,018
Total Revenue & Transfers In	<u>\$267,241,343</u>	<u>\$273,500,215</u>	<u>\$285,913,242</u>
EXPENDITURES			
Personnel Costs	110,372,889	128,021,153	142,223,743
Other Costs:			
Legislative	129,517	182,740	177,000
City Manager	1,137,355	1,143,317	1,252,090
Finance	396,282	408,924	582,955
Purchasing	14,852	16,884	24,300
Legal	2,439,937	1,120,915	2,389,250
Human Resources	263,320	340,636	373,630
Planning	130,585	311,051	904,362
Engineering	179,530	263,119	288,186
Facilities Maintenance	504,078	813,472	624,049
State Street Aid	4,682,379	5,876,290	5,975,000
Infrastructure	4,042,732	10,102,186	72,978,165
Transportation	8,709,738	11,841,129	2,871,134
Information Technology	1,819,235	2,349,628	3,525,392
GIS	172,906	223,022	264,775
Communications	183,732	176,875	277,436
Building and Codes	146,910	191,525	179,366
City Court	126,417	340,333	349,550
Police	14,815,467	12,813,582	14,922,205
Fire	3,274,465	4,588,592	5,656,816
Street	3,637,629	4,586,898	4,574,269
Civic Plaza	18,562	31,760	65,002
Parking Garage	45,521	88,449	102,100
Fleet Services	(1,107,416)	(1,394,979)	(1,690,989)
Park & Recreation	4,760,997	10,170,838	20,077,795
Golf	907,900	938,084	1,000,297
Solid Waste	4,122,717	4,944,387	29,252,285
Community Development	1,660,536	1,799,919	1,422,755
Strategic Partnerships	1,624,155	1,494,155	1,494,155
Transfers Out	18,372,504	18,422,763	19,870,237
Debt Service - Transfer Out	39,700,711	38,560,000	41,660,000
Miscellaneous	6,854,350	7,158,257	28,440,225
Total Expenditures & Transfers Out	<u>\$234,140,490</u>	<u>\$267,925,902</u>	<u>\$402,107,534</u>
Beginning Fund Balance	\$200,804,607	\$233,905,460	\$239,479,774
Ending Fund Balance	\$233,905,460	\$239,479,774	\$123,285,481
Use of Reserved, Restricted, and Assigned Fund Balance	(\$28,038,000)	\$20,048,142	(\$110,312,894)
Use of Unassigned Fund Balance	\$61,138,853	(\$14,473,829)	(\$5,881,398)

City of Murfreesboro
2025 - 2026

	Actual 2023 - 2024	Estimated 2024 - 2025	Proposed 2025 - 2026
<u>DEBT SERVICE FUND:</u>			
REVENUES			
Other Sources	\$18,782	\$1,609	\$0
Transfers In	42,773,587	38,663,768	42,127,603
Total Revenue & Transfers In	<u>\$42,792,369</u>	<u>\$38,665,377</u>	<u>\$42,127,603</u>
EXPENDITURES			
Other Costs	\$37,910,002	\$33,732,745	\$37,193,785
Transfers Out	4,888,069	4,931,023	4,933,818
Total Expenditures & Transfers Out	<u>\$42,798,071</u>	<u>\$38,663,768</u>	<u>\$42,127,603</u>
Beginning Fund Balance	\$879,652	\$873,950	\$875,559
Ending Fund Balance	\$873,950	\$875,559	\$875,559
<u>AIRPORT IMPROVEMENT FUND:</u>			
REVENUES			
State of Tennessee	\$681,042	\$139,737	\$32,258
Federal Government	1,234,204	312,255	310,851
Transfers In	260,261	227,526	1,420,000
Other Sources	3,401,674	3,582,784	4,022,210
Total Revenue	<u>\$5,577,181</u>	<u>\$4,262,302</u>	<u>\$5,785,319</u>
EXPENDITURES			
Personnel Costs	\$649,432	\$731,445	\$799,349
Other Costs	5,562,505	3,468,028	5,005,970
Transfers Out	150,000	150,000	150,000
Total Expenditures & Transfers Out	<u>\$6,361,937</u>	<u>\$4,349,473</u>	<u>\$5,955,319</u>
Beginning Fund Balance	\$2,104,614	\$1,319,858	\$1,232,687
Ending Fund Balance	\$1,319,858	\$1,232,687	\$1,062,687
<u>DRUG FUND:</u>			
REVENUES			
Other Sources	\$344,593	\$106,724	\$165,500
Transfers In	21,571	20,000	25,000
Total Revenue & Transfers In	<u>\$366,164</u>	<u>\$126,724</u>	<u>\$190,500</u>
EXPENDITURES			
Other Costs	\$178,350	\$558,492	\$675,500
Total Expenditures	<u>\$178,350</u>	<u>\$558,492</u>	<u>\$675,500</u>
Beginning Fund Balance	\$728,954	\$916,768	\$485,000
Ending Fund Balance	\$916,768	\$485,000	(\$0)
<u>INSURANCE FUND:</u>			
REVENUES			
Other Sources	6,790,245	\$7,951,223	\$7,826,000
Transfers In	16,414,742	17,949,045	18,378,800
Total Revenue	<u>\$23,204,987</u>	<u>\$25,900,268</u>	<u>\$26,204,800</u>
EXPENDITURES			
Other Costs	\$22,646,410	\$22,431,887	\$26,204,800
Total Expenditures	<u>\$22,646,410</u>	<u>\$22,431,887</u>	<u>\$26,204,800</u>
Beginning Fund Balance	\$4,317,046	\$4,875,624	\$8,344,005
Ending Fund Balance	\$4,875,624	\$8,344,005	\$8,344,005

City of Murfreesboro 2025 - 2026			
	Actual 2023 - 2024	Estimated 2024 - 2025	Proposed 2025 - 2026
<u>RISK MANAGEMENT FUND:</u>			
REVENUES			
Other Sources	\$4,391,867	\$5,176,966	\$5,037,700
Total Revenues	<u>\$4,391,867</u>	<u>\$5,176,966</u>	<u>\$5,037,700</u>
EXPENDITURES			
Other Costs	\$5,090,974	\$4,365,013	\$5,037,700
Total Expenditures	<u>\$5,090,974</u>	<u>\$4,365,013</u>	<u>\$5,037,700</u>
Beginning Fund Balance	\$4,860,245	\$4,161,138	\$4,973,091
Ending Fund Balance	\$4,161,138	\$4,973,091	\$4,973,091
<u>OTHER CAPITAL SOURCES FUND:</u>			
REVENUES			
Other Sources	\$486,278	\$632,583	\$600,000
County Shared Bond Proceeds	4,457,832	-	-
Total Revenue	<u>\$4,944,109</u>	<u>\$632,583</u>	<u>\$600,000</u>
EXPENDITURES			
Other Costs	\$1,068,882	\$4,300,000	\$6,810,100
Total Expenditures	<u>\$1,068,882</u>	<u>\$4,300,000</u>	<u>\$6,810,100</u>
Beginning Fund Balance	\$8,362,436	\$12,237,663	\$8,570,246
Ending Fund Balance	\$12,237,663	\$8,570,246	\$2,360,146
<u>LOAN/BOND FUND:</u>			
REVENUES			
Other Sources	\$4,659,961	\$2,000,000	\$1,300,000
Issuance of Debt	0	0	90,000,000
Total Revenue & Debt Issuance	<u>\$4,659,961</u>	<u>\$2,000,000</u>	<u>\$91,300,000</u>
EXPENDITURES			
Other Costs	\$32,886,118	\$30,232,142	\$89,800,000
Transfers Out	2,891,879	0	200,000
Total Expenditures & Transfers Out	<u>\$35,777,997</u>	<u>\$30,232,142</u>	<u>\$90,000,000</u>
Beginning Fund Balance	\$103,932,101	\$72,814,065	\$44,581,923
Ending Fund Balance	\$72,814,065	\$44,581,923	\$45,881,923
<u>IMPACT FEE FUND:</u>			
REVENUES			
Impact Fees	\$1,334,375	\$3,500,000	\$3,500,000
Other Sources	14,320	73,800	70,000
Total Revenue & Debt Issuance	<u>1,348,695</u>	<u>3,573,800</u>	<u>3,570,000</u>
EXPENDITURES			
Other Costs	\$51	\$0	\$1,500,000
Total Expenditures & Transfers Out	<u>51</u>	<u>0</u>	<u>1,500,000</u>
Beginning Fund Balance	\$0	\$1,348,644	\$4,922,444
Ending Fund Balance	\$1,348,644	\$4,922,444	\$6,992,444

Ordinance 25-O-09						
EXHIBIT B						
2025-2026 FUNDED POSITION COUNT						
	2023/2024		2024/2025		2025/2026	
	NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES		NUMBER OF EMPLOYEES	
DESCRIPTIONS	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
DEPARTMENTS						
Mayor & Council	7		7		7	
City Manager	11		12		11	
Finance	23		26		26	
Legal	10		9		9	
City Court	7		6	1	6	1
Purchasing	3		4		4	
Information Technology	23		25		25	
GIS	4		5		5	
Communications	8		8		8	
Human Resources	11		12		12	
Facilities Maintenance	16	1	16	3	17	3
Fleet Services	22		24		24	
Police	397	46	416	49	437	49
Fire	243	1	246	1	248	1
Building & Codes	26		26	1	27	
Planning	17	14	17	13	19	13
Community Development	4		4		4	
Transportation	28	7	34	5	36	5
Engineering	14		16		16	
Street	54	9	56	7	56	7
Civic Plaza	1		1		1	
Recreation	105	305	108	295	110	293
Golf	16	39	17	34	17	34
Solid Waste	48		48		49	
Total General Fund	1098	422	1143	409	1174	406
Airport Fund	6	9	6	9	6	9
	6	9	6	9	6	9
	1104	431	1149	418	1180	415

Ordinance 25-O-09

Exhibit C

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2025	FY2026 Principal Payment	FY2026 Interest Payment
Bonds -				
5/14/14 - 2014 Bond		9,430,000	2,240,000	308,388
4/25/16 - 2016A Bond		36,925,000	5,800,000	990,750
8/12/16 - 2016B Bond		3,540,000	3,540,000	35,400
4/10/18 - 2018 Bond		43,390,000	4,770,000	1,465,663
9/30/20 - 2020C Refunding Bond		8,510,000	2,755,000	255,300
2/26/21 - 2021 Bond		48,800,000	4,440,000	1,819,100
4/22/22 - 2022 Bond		39,950,000	3,300,000	1,531,250
Loan Agreements				
3/1/19 - 2019 SunTrust Loan		37,675,000	3,735,000	1,084,831
State of TN - Schools Energy		704,873	181,944	4,668
		\$ 228,924,873	\$ 30,761,944	\$ 7,495,350

ORDINANCE 25-O-10 providing for the levy and collection of a tax for the year 2025 upon all property, real, personal and mixed, within and subject to the jurisdiction of the City of Murfreesboro that is now taxable under the laws and Constitution of the State of Tennessee and the Charter of said City, and for the interest and costs to be added to such taxes after certain dates.

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

SECTION 1.

(a) That the City Council having received from the City Manager the statement of the valuation and assessment of taxable property within the City of Murfreesboro for the year 2025, and the estimates of revenues to be received by the City of Murfreesboro for the year 2025, pursuant to Section 83 of the Charter of said City, there be and is hereby levied upon and assessed against every species of property—real, personal, and mixed—within the corporate limits and subject to the jurisdiction of the City of Murfreesboro that is taxable by said City of Murfreesboro under the laws and Constitution of the State of Tennessee (including the Charter of the City of Murfreesboro), for the year 2025, the sum of 95.26/100 Dollars (\$0.9526) on every hundred dollars worth of said property.

(b) The individual ad valorem property tax amounts shall be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills in the City for real and personal property, and shall be accomplished by rounding amounts ending in \$0.01 to \$0.49 down to the nearest dollar and amounts ending in \$0.50 to \$0.99 up to the nearest dollar. Such rounding shall also apply to any interest added to delinquent taxes.

SECTION 2. That all such taxes shall be collected in the manner provided by the Charter and Ordinances of the City of Murfreesboro and the laws of the State of Tennessee not in conflict therewith.

SECTION 3.

(a) That all such taxes shall be and become past due and delinquent on and after March 1, 2026, and interest at the rate of one and one-half percent (1.5%) per month, as authorized by T.C.A. § 67-5-2010, shall be applied and added to the amount of such taxes on and after March 1, 2026. Such interest shall be added to the amount of the said taxes and shall be paid by the taxpayer.

(b) All taxes remaining unpaid and delinquent on March 1, 2026, shall be promptly certified to the City's attorney handling tax collections as provided by the Charter of the City of Murfreesboro, unless such certification shall be delayed by resolution of the City Council for a period or periods of time beyond said date of March 1, 2026; and the costs fixed by the law of the State for collection of delinquent State or County taxes, shall be applied and added to the amount of such taxes, to be paid by the taxpayer on and after March 1, 2026, or on and after such period or periods of time

to which said certification of such taxes to the City’s attorney may be delayed or deferred by such resolution of the City Council.

SECTION 4. That this Ordinances take effect from and after its passage upon second and final reading as an emergency Ordinance, an emergency existing, and it being necessary that this Ordinance take effect at the earliest possible moment in order to allow taxpayers to pay their taxes at the earliest possible time, and in order to make available the revenues to be derived from the taxes herein levied to meet current expenditures of the City, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

ORDINANCE 25-O-19 amending the Murfreesboro City Code, Chapter 18, Licenses and Ad Valorem Taxes, Article I, Section 18-1, regarding when real and personal property taxes become past due and delinquent.

WHEREAS, all real and personal property taxes levied by the City of Murfreesboro, if unpaid, become due and payable annually on October 1 of the year for which they are levied; and

WHEREAS, such taxes currently become delinquent on the succeeding January 1; and

WHEREAS, the City Recorder has recommended, effective with the 2025 tax year, that the date on which such taxes become delinquent be changed to the succeeding March 1, the date on which interest begins to accrue as provided in T.C.A. § 67-5-2010; and

WHEREAS, the City Recorder has opined that changing the date will result in administrative efficiencies for the City’s Finance Department.

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

SECTION 1. Section 18-1 of the Murfreesboro City Code is hereby amended by deleting the existing subsection (B) in its entirety and in lieu thereof inserting the following:

“(B) If unpaid, any such tax levied for the 2025 tax year and any subsequent tax year shall become delinquent on the March 1 following the tax due date and shall thereupon be subject to such penalty and interest as authorized by T.C.A. § 67-5-2010.”

SECTION 2. That this Ordinance shall take effect on the latter of October 1, 2025, or fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: FY26 Water & Sewer Rate Ordinance (First Reading)

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider a water and sewer rate adjustment in the FY26 budget to maintain cost of service recovery through FY28.

Staff Recommendation

Adopt first reading of Ordinance 25-O-17 adjusting minimum monthly water and sewer charges for meters and increasing the water commodity (\$/1000 gal) charge.

Background Information

Jackson Thornton Utilities Consultants (JT) completed MWRD's biennial COSS FY23 and proforma FY28. The goal of the COSS has always been to align the Department's water and sewer rate structure with the actual cost of service and to allocate overall revenue requirements (i.e., expenses) to the various customer classes it serves in a manner that reflects the relative costs of providing service to each customer class. Keeping with the projection from the FY23 COSS, the average increase is in small increments to keep our combined recovery a little over 100% in FY28. JT will be completing another COSS for MWRD this year.

MWRD Water/Sewer Rate Design (Assuming \$120M in Debt by FY28)

Fiscal Year		FY25 Current Rate	FY26 Proposed Rate	FY27 PF	FY28 PF
Combined Recovery	FY23 COSS				
Avg Combined Water/Sewer Bill	\$69.44	\$70.24	\$71.01	\$72.84	\$74.94
% Increase			1.12%	2.56%	2.89%
Combined Recovery			107.1%	104.1%	101.8%
Combined Recovery (if No Rate Change)			105.6%	100.8%	96.5%

These studies have shown that MWRD's minimum monthly fees have been lower than the COSS recommended. The Department knowingly kept the minimum monthly fees lower to have the least impact on low and fixed-income customers. However, based on FY23 COSS results and the FY28 pro forma, staff is recommending some minor adjustments to the rates.

Council Priorities Served

Responsible budgeting

Establishing a cost for service minimizes rate adjustments over time which allows customers to adjust their budgets appropriately for future water and sewer bills.

Fiscal Impact

Water fund revenues are estimated to increase by \$330,000; \$85,000 associated with customer growth and \$245,000 based on the increased monthly minimum and commodity charge for existing customers.

Sewer fund revenues are estimated to increase by \$850,000; \$680,000 associated with customer base growth and \$170,000 based on the increased monthly minimum charge for existing customers.

Attachments

1. FY26 Water and Sewer Rate Design Report
2. Ordinance 25-O-17

FY 26 Water and Sewer Rate Design Report

A cost-of-service study (COSS) was performed by JT for FY2023 as well as a pro forma for FY2028. Since MWRD started conducting cost-of-service studies, the goal has always been to align the Department's water and sewer rate structure with the actual cost of service results.

The primary purpose of a cost-of-service study is to allocate a utility's overall revenue requirements (i.e., expenses) to the various customer classes it serves in a manner that reflects the relative costs of providing service to each customer class.

The secondary purpose of the cost-of-service is to assign costs to the fixed cost portions of a utility's operation via minimum monthly fees and to the variable cost portions of a utility's operation via commodity fees. Fixed costs are costs which remain constant regardless of the volume of throughput and are predominately associated with capital investment in the utility system. Fixed costs include costs such as labor, asset repair and replacement, and debt. Variable costs are costs which vary with the volume of throughput, such as fuel, chemicals, and increased O&M expenses as the system expands.

As studies have shown, MWRD's minimum monthly fees have been lower than the cost-of-service study recommended. The Department knowingly kept the minimum monthly fees lower so as to have the least impact on low and fixed-income customers. However, based on FY23 cost-of-service study results and the FY28 pro forma, staff is recommending some minor adjustments to the Departments rate design.

The FY28 pro forma anticipates \$120M in debt service to construction the WRRF expansion as well as several other capital projects.

Table 1 below shows MWRD's rates from current FY25, proposed FY26 and future FY27-FY29. The table also shows the anticipated over/under recovery based on the rate design adjustments.

Table 1

MWRD Water/Sewer Rate Design (Assuming \$120M in Debt by FY28)

Fiscal Year	FY25 Current Rate	FY26 Proposed Rate	FY27 PF	FY28 PF	FY29 Projected
Sewer					
Residential Min. Monthly Charge	\$11.00	\$11.25	\$11.75	\$12.25	\$12.75
Commodity Charge (\$/kgal)	\$5.50	\$5.50	\$5.55	\$5.60	\$5.60
Sewer Over/Under Recovery (Less Add'l Fees)		109.9%	105.6%	102.0%	102.0%
Sewer Over/Under Recovery (if No Rate Change)		108.9%	103.0%	98.1%	98.1%
Avg Sewer Bill @ 4,900 gal/month		\$38.20	\$38.95	\$38.69	\$39.69
Water					
Residential Min. Monthly Charge	\$11.00	\$11.25	\$11.75	\$12.25	\$12.25
Commodity Charge (\$/kgal)	\$3.70	\$3.75	\$3.85	\$4.00	\$4.00

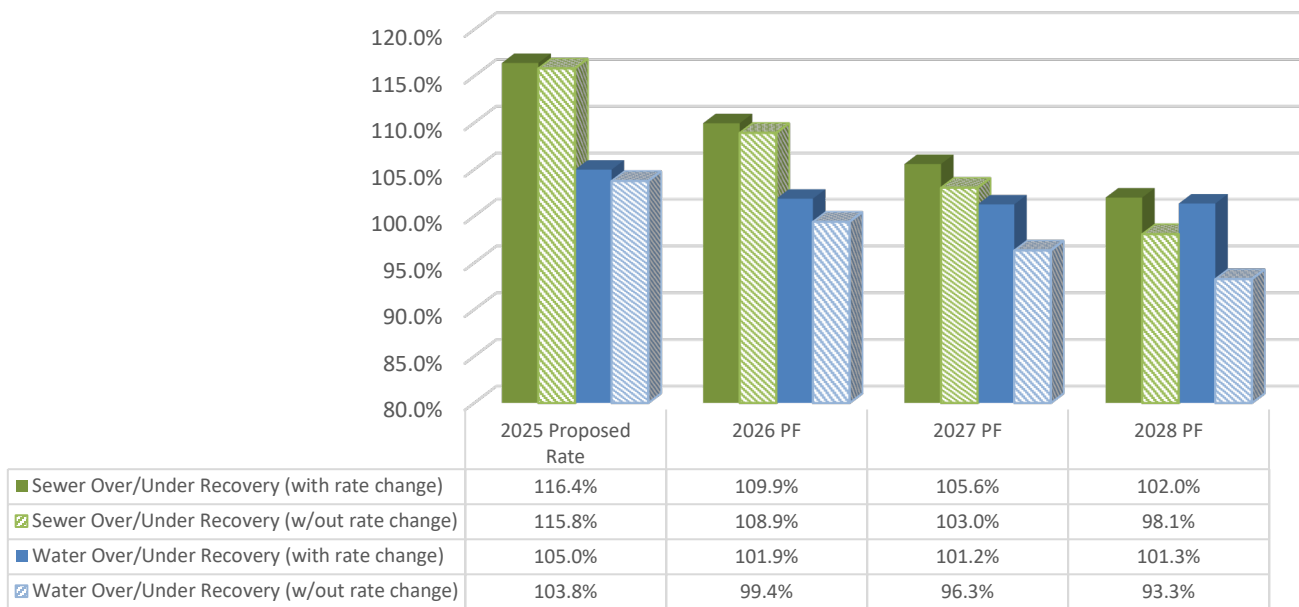
Water Over/Under Recovery (Less Add'l Fees)	101.9%	101.2%	101.3%	101.3%
Water Over/Under Recovery (if No Rate Change)	99.4%	96.3%	93.3%	93.3%
Avg Water Bill @ 5,730 gal/month	\$32.81	\$33.89	\$35.25	\$35.25

Combined Recovery	FY23 COSS					
Avg Combined Water/Sewer Bill	\$69.44	\$70.24	\$71.01	\$72.84	\$74.94	\$76.04
% Increase	1.12%		2.56%	2.89%	1.47%	
Combined Recovery	107.1%		104.1%	101.8%		
Combined Recovery (if No Rate Change)	105.6%		100.8%	96.5%		

Chart 1 below shows the magnitude of separation between water and sewer revenue recoveries over revenue requirements with and without the proposed rate changes. Without implementing rate changes, the sewer and water recoveries will be 98.1% and 93.3% respectively in FY28. By implementing the proposed rate changes, the sewer and water recoveries are estimated to be 102.0% and 101.3% respectively in FY28.

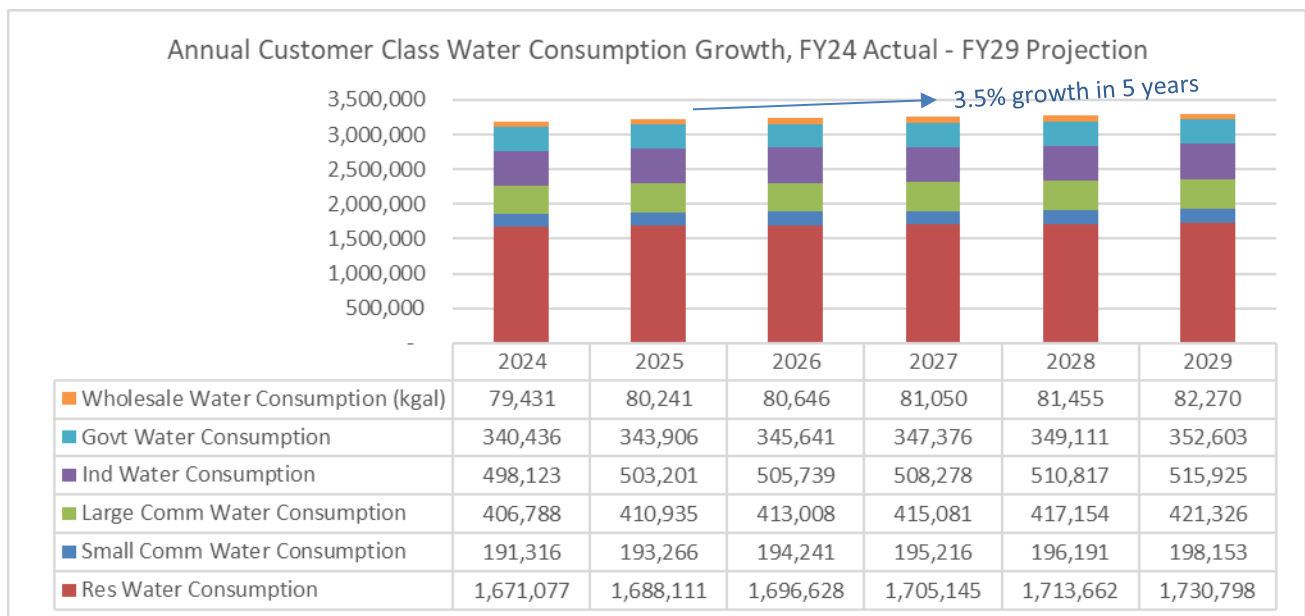
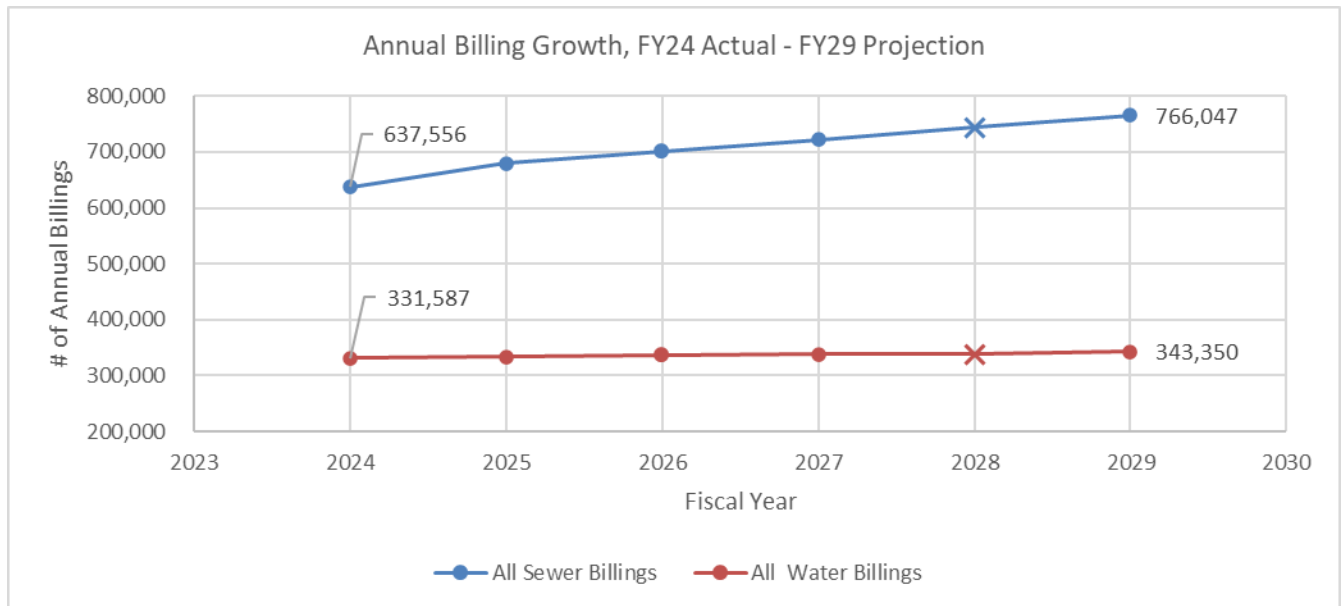
Chart 1

Recovery with and w-out Proposed Rate Changes



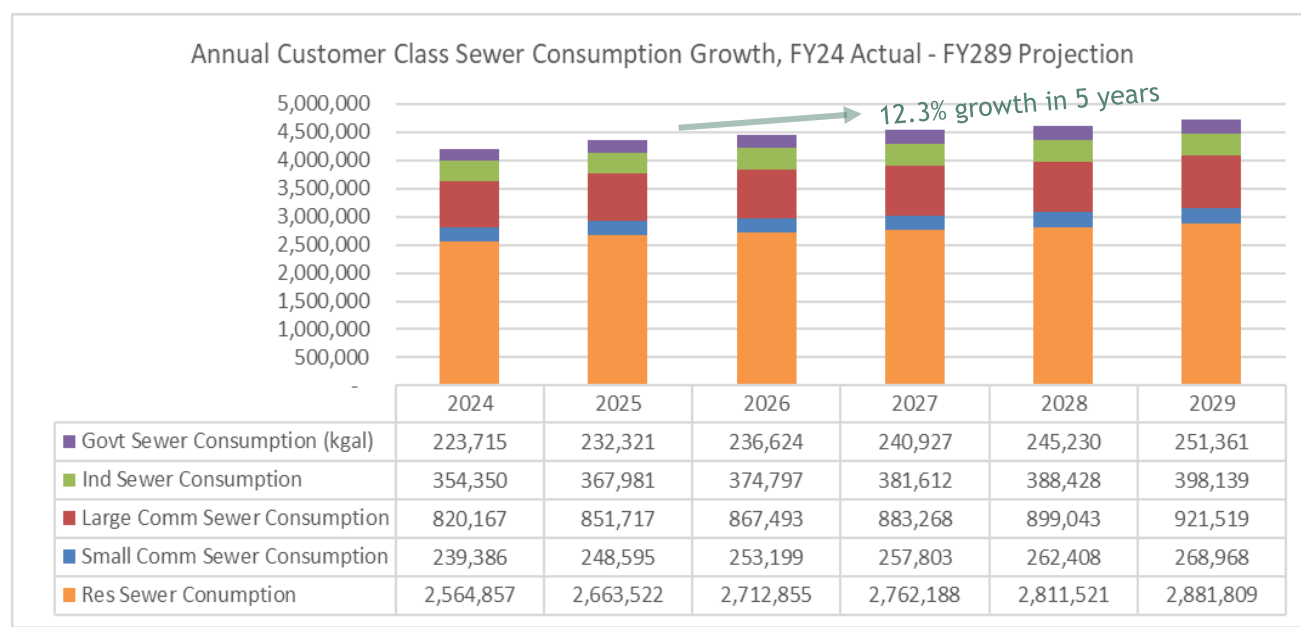
FY24 consumption and expenses and FY29 Projections

The following information projects annual billings from FY24 to FY29. FY29 projections continue trends created with Jackson Thornton's FY23 cost of service study and FY28 pro forma. Sewer growth is based on growth within Consolidated Utility Districts service area.



The proposed water rate for FY26 involves an increase in the minimum monthly fee for all meter sizes, an approximate 2.25% increase rounded to the nearest \$0.10. A minor commodity rate for water is being proposed, changing it from its current rate of \$3.70 per thousand gallons to \$3.75 per thousand gallons.

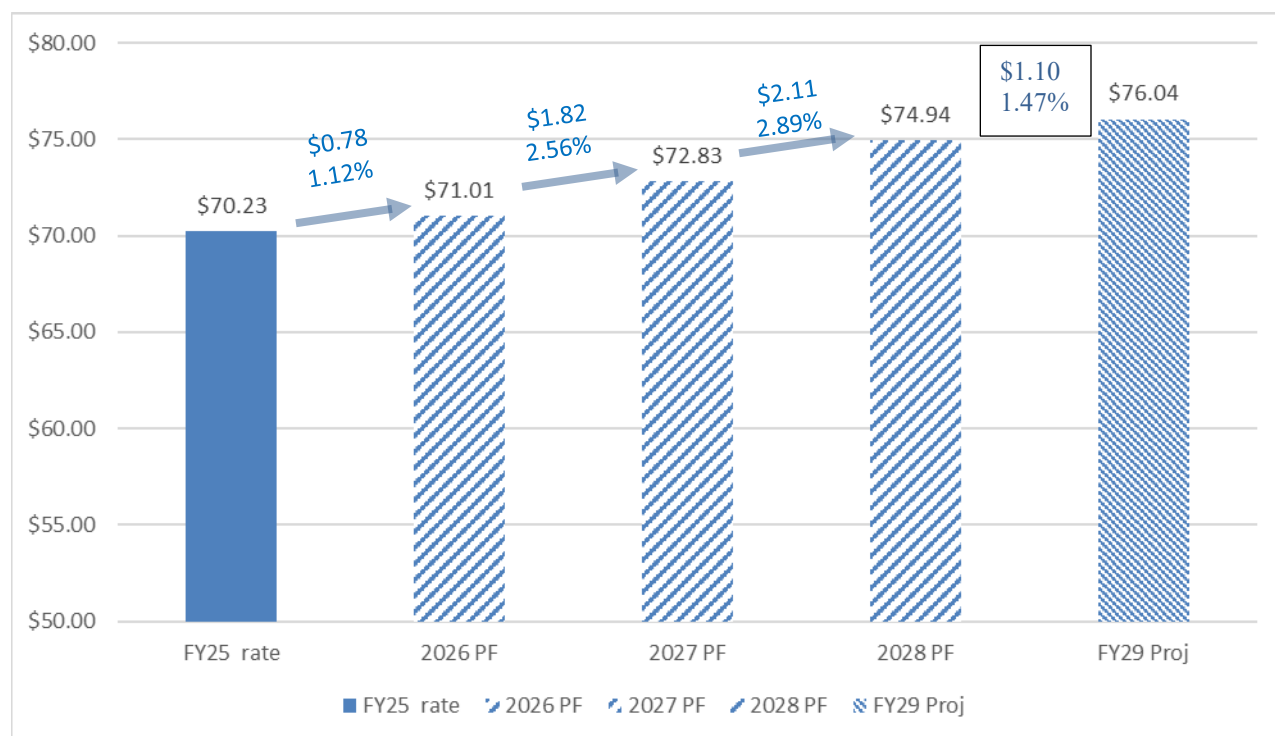
Meter Size (INCH)	FY25 minimum	FY26 Proposed minimum	Difference (Increase)	# of Accounts
5/8"	\$11.00	\$11.25	\$0.25	26,100
1"	\$23.04	\$23.60	\$0.56	575
1-1/2"	\$47.78	\$48.90	\$1.12	340
2"	\$74.66	\$76.40	\$1.74	445
3"	\$169.33	\$173.20	\$3.87	75
4"	\$338.66	\$346.30	\$7.64	23
6" >	\$705.55	\$721.50	\$15.95	15
			Total	27,573



The proposed sewer rate for FY26 involves an increase in the minimum monthly fee for all meter sizes, an approximate 2.25% increase rounded up to the nearest \$0.10. No proposed commodity rate for sanitary sewer is being proposed, keeping it at its current rate of \$5.50 per thousand gallons.

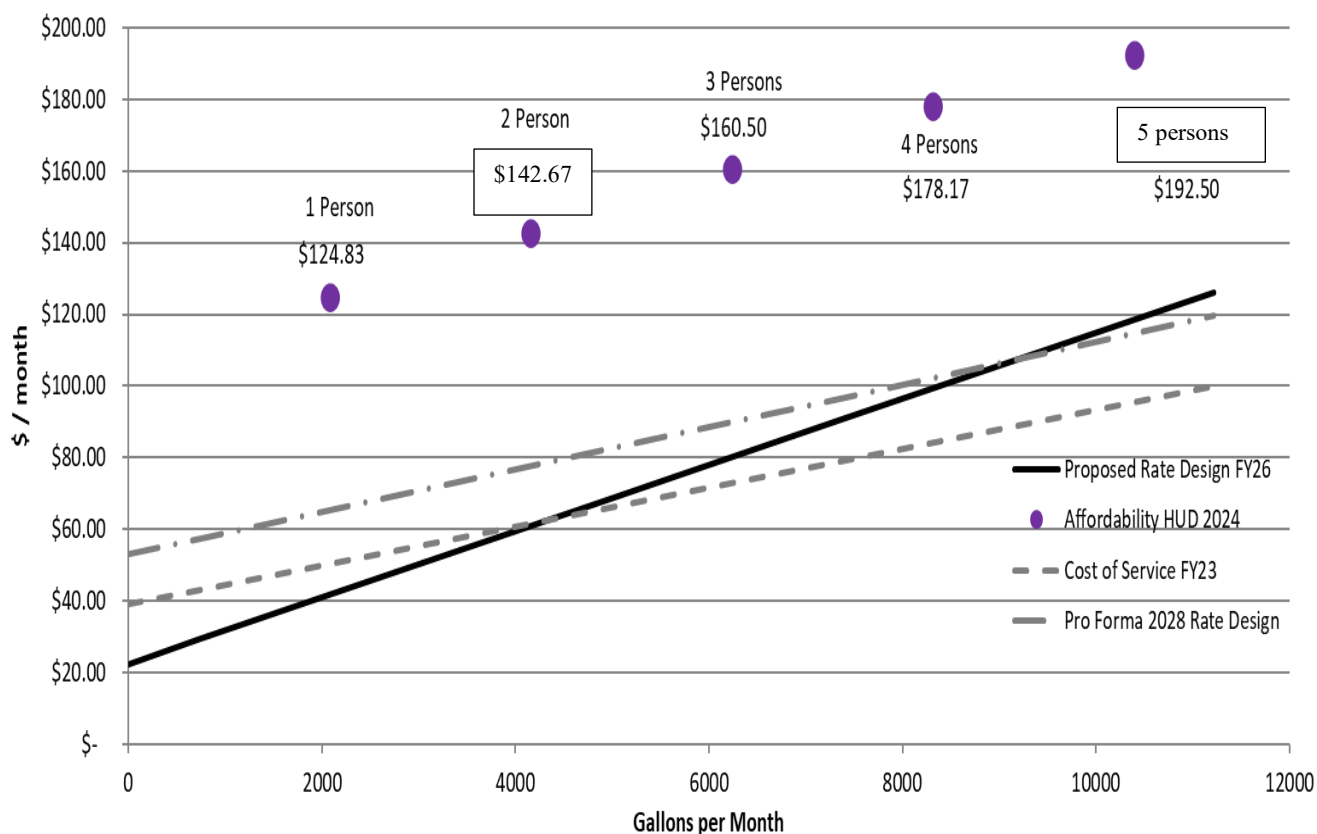
Meter Size (INCH)	FY25 minimum	FY26 Proposed minimum	Difference (Increase)	# of Accounts
5/8"	\$11.00	\$11.25	\$0.25	51,160
1"	\$28.82	\$29.50	\$0.68	1,045
-1/2"	\$63.76	\$65.20	\$1.44	377
2"	\$103.06	\$105.40	\$2.34	715
3"	\$260.28	\$266.20	\$5.92	81
4"	\$522.31	\$534.10	\$11.79	29
> 6"	\$1,090.05	\$1,114.60	\$24.55	67
Total				53,474

The table below represents the combined average bill:



The combined monthly residential water and sewer bill is \$71.01. This falls between a 2- and 3-person family household and is well under the affordability indexes illustrated below (purple dots). The proposed FY24 rate design, when plotted against the combined recovery curves in Chart 5 below, demonstrates how the minimum fee is raised, and the commodity fee slope is reduced.

Residential Rate Design Curves – Existing, Proposed, COSS and Pro Forma



The above chart demonstrates that MWRD's current rate design meets the affordability index for 1-person through 5-person homes. In addition, the COSS pro forma for FY28 also meets the current 2024 HUD affordability indexes. Note however that the cost of service for FY23 and pro forma for FY28 do show the need to increase the minimum monthly fees rather substantially and flatten out the commodity charges.

The affordability limits above represent 4% of a very low-income earner (50% of median income) in Murfreesboro. The table below illustrates 2024 HUD housing limits. Median family income of 4 is established at \$106,900 per year, so 50% of median for a family of four is established as \$53,450 per year.

HUD Very Low Income (50% Median) for 1-5 person households

	1 person	2 persons	3 persons	4 persons	5 persons
50% Median Family Income	\$37,450	\$42,800	\$48,150	\$53,450	\$57,750
4% annual	\$1,498	\$1,712	\$1,926	\$2,138	\$2,310
4% monthly	\$124.83	\$142.67	\$160.50	\$178.17	\$192.50

ORDINANCE 25-O-17 amending Chapter 33, Water Resources, Section 33-1 of the Murfreesboro City Code, dealing with water resources rates and charges.

WHEREAS, the City of Murfreesboro should have water and sewer rates, fees and charges which will generate sufficient funds to retire indebtedness for existing and planned capital improvements of the Water Resources Department and to meet its normal operating expenses; and,

WHEREAS, the City of Murfreesboro Cost of Service Study and Pro Forma prepared by Jackson Thornton Utilities Consultants determined the water rates were insufficient in meeting the system’s future revenue requirements, with minor rate adjustments of approximately 2.25% rounded up to the nearest \$0.10 necessary; and,

WHEREAS, the Water Resources Board was informed of these charges on April 22, 2025.

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

SECTION 1. Section 33-1, Water Resources Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (B) Water rate and minimum bill, by deletion in its entirety and substituting in lieu thereof the following:

(B) *Water rate and minimum bill.* The water rate shall be \$3.75 per 1,000 gallons of metered water consumption (\$0.00375 per gallon) over the stated allowance per meter size. The minimum monthly bills applicable to all customers shall be based upon the following table:

MINIMUM MONTHLY WATER CHARGES

Meter Size	Charge*	Allowance, gallons
5/8 inch	\$11.25	-
1 inch	23.60	-
1 1/2 inch	48.90	-
2 inch	76.40	-
3 inch	173.20	-
4 inch	346.30	-
6 inch	721.50	-

*Tax not included

SECTION 2. Section 33-1, Water Resources Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (G) Sewer rates, by amending the table in subsection (1) as follows:

MINIMUM MONTHLY SEWER CHARGES

Meter Size	Charge	Allowance, gallons
5/8 inch	\$11.25	-
1 inch	29.50	-
1 1/2 inch	65.20	-

2 inch	105.40	-
3 inch	266.20	-
4 inch	534.10	-
6 inch	1,114.60	-

*Tax not included

SECTION 3. That this Ordinance shall take effect for bills printed on or after July 1, 2025 on its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Signed by:

Adam F. Tucker

43A2035E51F8401...

Erin Tucker

City Recorder

Adam Tucker

City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Sponsorship Ordinance
Department: Administration
Presented by: Craig Tindall, Authority Administrator
Requested Council Action:

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

Summary

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

Staff Recommendation

Approve and adopt Ordinance 25-O-01.

Background Information

Council created the Murfreesboro Sports authority in 2024 for the purpose, among others, to supplement the operating budgets of departments operating athletic facilities, Parks and Recreation and Golf.

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

None

Attachments

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

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

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

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

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

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

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

ARTICLE I. Murfreesboro Sports Authority

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

- (A) The Murfreesboro Sports Authority may negotiate and enter into advertising, sponsorship, and naming-rights agreements for the purpose of providing financial support for the City’s parks and recreation facilities and programs.
- (B) All advertising at parks and recreation facilities is restricted to commercial speech. No advertising is permitted at any City park or recreation facility unless the advertising is done pursuant to an agreement or permit in accordance with Parks and Recreation Department rules and regulations.
- (C) Advertising, sponsorship, or naming rights agreements shall not advertise or otherwise promote the sale, distribution, use, or possession of alcohol, tobacco products, illegal drugs, or material or entertainment deemed harmful to minors under applicable federal or state law. Upon the recommendation of the Parks and Recreation Department, the Parks and Recreation Commission may impose additional subject-matter restrictions on advertising, sponsorship, and naming-rights agreements consistent with applicable law and the fact that parks and recreation facilities are used by citizens of all ages, including families and young children.
- (D) Revenue generated from advertising, sponsorship, and naming-rights agreements entered into under this section shall, after provision for the expenses of the Sports Authority, be applied to the Parks and Recreation Department operating budget.
- (E) Nothing in this section shall be construed to restrict temporary political, ideological, and other non-commercial speech at any City park or recreation, although such speech may be subject to reasonable time, place, and manner restrictions imposed by state law or by other City ordinances or policies.

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

Passed:

1st reading _____

2nd reading _____


ATTEST:

Erin Tucker
City Recorder

SEAL

Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2035E51F9401
Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Resolution 25-R-22 Approve Use of Tax Exempt Bonds for VUMC

Department: Administration and Legal Departments

Presented by: John Tully, Assistant City Attorney

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 Resolution 25-R-22 representing the statutorily required approval of debt issued by the Health and Educational Facilities Board of Metropolitan Government of Nashville and Davidson County, Tennessee to fund the purchase by Vanderbilt University Medical Center of a Vanderbilt LifeFlight helicopter to be based at the Murfreesboro Airport

Staff Recommendation

Adopt Resolution 25-R-22

Background Information

The Health and Educational Facilities Board of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Board") is prepared to issue tax-exempt revenue bonds or other tax-exempt debt pursuant to Title 48, Chapter 101, Part 3, Tennessee Code Annotated (the "Act") and to loan the proceeds of the debt issuance to Vanderbilt University Medical Center ("VUMC"). VUMC intends to use a portion of the proceeds to purchase a Vanderbilt LifeFlight helicopter that will be based at the Murfreesboro Airport and used to provide acute care emergency medical services within the community.

Under the Act, the Board may finance a project in Murfreesboro but only after the financing has been approved by resolution duly adopted by the Murfreesboro City Council. Resolution 25-R-22 constitutes this approval. The City Council's approval of the debt issuance is solely for purposes of complying with the Act and Section 147(f) of the Internal Revenue Code and in no way creates any liability on the part of the City to pay any principal or interest on any debt issued by the Board.

A representative of VUMC will be attending the meeting in the event members of City Council have any questions regarding the VUMC Obligations or the services the helicopter will provide to the Murfreesboro community.

Council Priorities Served

Maintain public safety

Approval will facilitate the purchase and placement of a new Vanderbilt LifeFlight helicopter at the Murfreesboro Airport

Operational Issues

None

Fiscal Impact

None

Attachments

Resolution 25-R-22

RESOLUTION 25-R-22 approving the issuance of tax-exempt revenue bonds or other tax-exempt debt by the Health and Educational Facilities Board of the Metropolitan Government of Nashville and Davidson County, Tennessee for the benefit of Vanderbilt University Medical Center and to finance, among other things, the acquisition of a helicopter or other aircraft to be based at the Murfreesboro Airport

WHEREAS, The Health and Educational Facilities Board of The Metropolitan Government of Nashville and Davidson County, Tennessee (the “Issuer”), a corporation organized and existing pursuant to Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the “Act”), proposes to issue one or more series of tax-exempt revenue bonds or other tax-exempt debt in the aggregate principal amount of not to exceed \$194,000,000 (the “VUMC Obligations”) and to loan the proceeds of the VUMC Obligations to Vanderbilt University Medical Center (“VUMC”), a Tennessee nonprofit corporation; and

WHEREAS, the VUMC Obligations will be issued as qualified 501(c)(3) bonds pursuant to Section 145 of the Internal Revenue Code of 1986, as amended, to provide funds to make one or more loans to VUMC, the proceeds of which, together with other available funds, are to be used to (1) pay, or reimburse VUMC for, capital costs of helicopters and other aircraft to be used for acute care emergency medical services (the “Aircraft Project”), (2) refinance the Issuer’s Revenue Bonds (Vanderbilt University Medical Center) Series 2018 and Revenue Bonds (Vanderbilt University Medical Center) Series 2022A, which were used to finance or refinance the cost of the acquisition, construction, renovation, remodeling and equipping of capital projects for VUMC at healthcare, research and related facilities located at the VUMC Campus (as hereinafter defined), (such projects, the “Refinanced Projects,” and, collectively with the Aircraft Project, the “VUMC 2025 Projects”) and (3) pay certain expenses incurred in connection with the issuance of the VUMC Obligations; and

WHEREAS, all of the VUMC 2025 Projects are or will be owned or principally used by VUMC and its affiliates and are located in the following cities in the State of Tennessee: Nashville, Lebanon, Gallatin, Paris, Tullahoma, Cookeville, Clarksville, Humboldt, Mt. Pleasant, and Murfreesboro; and

WHEREAS, a portion of the proceeds of the VUMC Obligations will be loaned to VUMC to finance the acquisition of a helicopter or other aircraft to be located at or near 134 DeJarnette Lane Suite B, Murfreesboro, Tennessee (the “Murfreesboro Aircraft”); and

WHEREAS, the Act requires that the City Council (the “City Council”) of the City of Murfreesboro, Tennessee (the “City”) approve the financing of the Murfreesboro Aircraft to be located in the City, the Murfreesboro Aircraft being within the jurisdiction of the City Council; and

WHEREAS, notice of the intention of the Issuer to hold a public hearing with respect to the proposed the issuance of the VUMC Obligations, including the financing of the Murfreesboro Aircraft, was published in accordance with the

provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Issuer conducted the public hearing on May 5, 2025, and, at such hearing, afforded an opportunity to all persons desiring to be heard on the question of the proposed issuance of the VUMC Obligations, including the financing of the Murfreesboro Aircraft; and

WHEREAS, Section 147(f) of the Code provides that applicable elected representatives of the governmental units having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of such private activity bonds is located shall approve the issuance of such bonds; and

WHEREAS, the Murfreesboro Aircraft is to be located in the City and the City Council is the applicable elected representative of the City for purposes of Section 147(f) of the Code.

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

SECTION 1. The City Council hereby approves the financing of the Murfreesboro Aircraft as required by the Act.

SECTION 2. The City Council hereby approves the issuance of the VUMC Obligations by the Issuer as follows:

(a) the VUMC Obligations will be issued in an aggregate principal amount of not to exceed \$194,000,000; and,

(b) a portion of the proceeds of the VUMC Obligations will be loaned to VUMC to acquire the Murfreesboro Aircraft to be located at or near 134 DeJarnette Lane Suite B, Murfreesboro, Tennessee, and the Murfreesboro Aircraft will be owned and operated by VUMC.

SECTION 3. This approval is solely for the purpose of complying with the provisions of the Act and Section 147(f) of the Code, and shall not result in or impose any pecuniary liability upon, or constitute a lien upon, the property, or a claim against, the State of Tennessee or any political subdivision thereof, including the City of Murfreesboro, Tennessee.

SECTION 4. All acts and doings of the officers and board members of the City Council which are in conformity with the purposes of this Resolution are, in all respects, approved and confirmed.

SECTION 5. The Mayor is hereby authorized to execute any and all documents or certificates necessary to approve the VUMC Obligations and the financing of the Murfreesboro Aircraft.

SECTION 6. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 7. Attached hereto as Exhibit “A”, and made a part hereof by reference, is a copy of an Affidavit of Publication which reflects that notice of the public hearing was published not less than 7 days prior to the scheduled date of the public hearing in a newspaper which is in general circulation in the City.

SECTION 8. This Resolution shall be effective immediately, 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:


43A2035E51F9401...
Adam F. Tucker
City Attorney

EXHIBIT A

AFFIDAVIT OF PUBLICATION



PO Box 631340 Cincinnati, OH 45263-1340

AFFIDAVIT OF PUBLICATION

Sarah McGehee

Adams And Reese Llp
1600 W End AVE # 1400
Nashville TN 37203-7004

STATE OF WISCONSIN, COUNTY OF BROWN

The Daily News Journal, a newspaper published in the city of Murfreesboro, Rutherford County, State of Tennessee, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated and was published on the publicly accessible website:

04/28/2025

and that the fees charged are legal.
Sworn to and subscribed before on 04/28/2025

A handwritten signature in black ink, appearing to be "M. M. M.", written over a horizontal line.

Legal Clerk

A handwritten signature in black ink, appearing to be "M. M. M.", written over a horizontal line.

Notary, State of WI, County of Brown

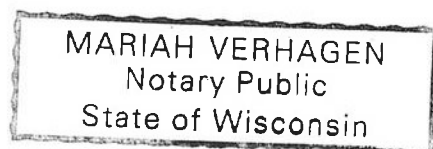
8.25.26

My commission expires

Publication Cost:	\$672.28	
Tax Amount:	\$0.00	
Payment Cost:	\$672.28	
Order No:	11254346	# of Copies:
Customer No:	1330716	0
PO #:	LOKR0284764	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



TING AND PUBLIC HEARING
THE HEALTH AND EDUCATIONAL FACILITIES BOARD
OF THE METROPOLITAN GOVERNMENT OF NASH-
VILLE AND DAVIDSON COUNTY, TENNESSEE (the
"Board"), will meet in public session at 11:00 a.m. local
time, on Monday, May 5, 2025 in Metropolitan County Council
Committee Room No. 2, 2nd Floor, in the Metropolitan Court-
house, 1 Public Square, Nashville, Tennessee, for the purpose
of considering and transacting all business which may properly
come before the Board, such business to include, but not
necessarily be limited to, the following:

1. Pursuant to Section 8-44-112 of the Tennessee Code
Annotated, the Board holds a designated public comment
period at each meeting. Members of the public in attendance
may provide comments to the Board during such designated
time. No advance registration is required.

2. Authorizing all documents and matters necessary
or desirable in connection with the proposed issuance of
one or more series of tax-exempt revenue bonds or other
tax-exempt debt over the longest period permitted by law
in an aggregate principal amount not to exceed \$194,000,000
(the "VUMC Obligations") for the benefit of Vanderbilt
University Medical Center ("VUMC"), a Tennessee nonprofit
corporation. The VUMC Obligations will be issued as quali-
fied 501(c)(3) bonds pursuant to Section 145 of the Internal
Revenue Code of 1986, as amended, to provide funds to
make one or more loans to VUMC, the proceeds of which,
together with other available funds, are to be used to (1)
pay, or reimburse VUMC for, capital costs of helicopters and
other aircraft to be used for acute care emergency medical
services (the "Aircraft Project"), (2) refinance the Board's
Revenue Bonds (Vanderbilt University Medical Center)
Series 2018 and Revenue Bonds (Vanderbilt University
Medical Center) Series 2022A which were used to finance or
refinance the cost of the acquisition, construction, renova-
tion, remodeling and equipping of capital projects for VUMC
at healthcare, research and related facilities located at the
VUMC Campus (as hereinafter defined) (such projects, the
"Refinanced Projects," and, collectively with the Aircraft
Project, the "VUMC 2025 Projects") and (3) pay certain
expenses incurred in connection with the issuance of the
VUMC Obligations.

All of the VUMC 2025 Projects are or will be owned or prin-
cipally used by VUMC and its affiliates.

The maximum stated principal amount of VUMC Obligations
to be issued to finance or reimburse the Aircraft Project,
which will be used in an integrated operation of VUMC,
is \$70,000,000. The Aircraft Project will be located at the
following addresses: 1211 Medical Center Drive in Nash-
ville, Tennessee; 1411 West Baddour Parkway in Lebanon,
Tennessee; 200 Aviation Way, Lot 3 in Lebanon, Tennessee;
255 Airport Road in Gallatin, Tennessee; 1955 Diggs Road
in Paris, Tennessee; 300 N. Taxiway Lane in Tullahoma,
Tennessee; 4570 South Jefferson Avenue in Cookeville,
Tennessee; 248 Outlaw Field Road in Clarksville, Tennessee;
4655 East Main Street, Humboldt, Tennessee; 1200 North
Main Street in Mt. Pleasant, Tennessee; and 134 DeJarnette
Lane Suite B in Murfreesboro, Tennessee.

The maximum stated principal amount of VUMC Obliga-
tions to be issued to refinance the Refinanced Projects will
be \$124,000,000. The Refinanced Projects are located at 1211
Medical Center Drive in Nashville, Tennessee, and other
facilities on the approximately 300-acre main campus of
The Vanderbilt University in Nashville, Tennessee, which
includes substantially all the property within the following
boundaries (the "VUMC Campus"): starting at the corner of
20th Avenue South and West End Avenue, proceeding south-
east to Broadway, then south to 21st Avenue South, then south
again to Scarritt Place, then east to 19th Avenue South, then
north to Grand Avenue, then east to 17th Avenue South, then
south to Horton Avenue, then west to 18th Avenue South, then
south to Copers Avenue, and then west to the corner of 21st
Avenue South and Copers Avenue, then south on 21st Avenue
South to Belcourt Avenue, then west to 24th Avenue South
(including property on the south side of Belcourt Avenue),
then north to Blakemore Avenue, then west along Blakemore
Avenue and 31st Avenue South to Vanderbilt Place, then
northeast to 29th Avenue South, then northwest to West End
Avenue, then northeast to the corner of 20th Avenue South
and West End Avenue, the point of beginning.

A public hearing (pursuant to Section 147(f) of the Inter-
nal Revenue Code of 1986, as amended) will be held at the
above scheduled meeting by the Board in connection with the
proposed issuance of the VUMC Obligations and the location
and nature of the VUMC 2025 Projects. Individuals may also
attend the public hearing by telephone toll-free by dialing
(877) 853-5257. The conference code is 6308532545#. The
hearing will be a combined hearing covering the VUMC 2025
Projects located in Nashville, Lebanon, Gallatin, Tullahoma,
Cookeville, Clarksville, Mt. Pleasant, Paris, Humboldt and
Murfreesboro (the "Cities"). At such public hearing there
will be an opportunity for persons to express their views
concerning the foregoing, including whether the Cities and
the Board should approve the VUMC 2025 Projects and the
issuance of the VUMC Obligations. Anyone may speak
at such public hearing or submit written comments to be
considered thereat. Persons wishing to participate should
submit a written request to speak to Cynthia M. Barnett,
counsel to the Board, at the below address at least 24 hours
prior to the public hearing.

Additional information concerning the above may be obtained
from, and written comments should be addressed to, Ms.
Cynthia M. Barnett, Adams and Reese LLP, 1600 West End
Avenue, Suite 1400, Nashville, Tennessee 37203, email cindy.
barnett@arlaw.com, telephone number (615) 259-1454.

If any accommodations are needed for individuals with
disabilities who wish to be present at this meeting, please
request the accommodation through hubNashville at <https://nashville.gov/hub-ADA-boards> or by calling (615) 862-5000.
**Requests should be made as soon as possible, but 72 hours
prior to the scheduled meeting is recommended.**

Becky Sharpe, Chair

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Resolution 25-R-19 – Unclaimed Property Request

Department: Finance

Presented by: Amanda DeRosia, Finance Director

Requested Council Action:

Ordinance ☐

Resolution ☒

Motion ☐

Direction ☐

Information ☐

Summary

Annual request to State to return unclaimed property remitted by the City.

Staff Recommendation

Approve Resolution 25-R-19.

Background Information

The City remits unclaimed property to the State on an annual basis. Upon request, the State returns unclaimed property to the City after the required holding period has been met and the property remains unclaimed, provided the City agrees to accept liability for future claims of these funds and to report to the State, on an annual basis, of any claims made.

Council Priorities Served

Responsible budgeting

Funds held by the City are available for investment earnings in the City's General Fund.

Fiscal Impact

Funds are returned to the City and the liability for future claims is generally low. To date we have not had a claim for funds after return from the State.

Attachment

Resolution 25-R-19

RESOLUTION 25-R-19 requesting unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act (2024 Report Year).

WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and,

WHEREAS, the City of Murfreesboro and/or its agencies have remitted accounts to the State of Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for the report year ending December 31, 2024; and,

WHEREAS, the City of Murfreesboro agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and,

WHEREAS, it is agreed that the City of Murfreesboro will retain a sufficient amount to ensure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in the City's General Fund.

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

SECTION 1. The City of Murfreesboro requests the State Treasurer to pay the unclaimed balance of funds remitted for the 2024 report year to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the City and its agencies is attached.

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

Adam F. Tucker
City Attorney

I, Erin Tucker, hereby certify that this is a true and exact copy of the foregoing Resolution which was approved and adopted at a meeting held on the ____ day of _____, 2025, the original of which is on file in the office of the City Recorder of the City of Murfreesboro, Tennessee. I further certify that the City Council, which includes the Mayor, consists of seven (7) members, and that ____ members voted in favor of the Resolution.

WITNESS my official signature and the seal of said Municipality this ____ day of _____, 2025.

ERIN TUCKER
CITY RECORDER

(SEAL)

05/12/25

**REMITTANCES FILED BY OR ON BEHALF
OF LOCAL GOVERNMENT AND ITS AGENCIES**

Name of County/Municipality City of Murfreesboro

Mailing Address P.O. Box 1139

Murfreesboro, TN 37133-1139

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	Federal employer tax ID #
City of Murfreesboro	15830	29,158.72	10/30/2024	62-6000374

I certify that any agencies included in this request are chartered under this local government.

615-893-5210
Phone Number

(Signature)

Amanda DeRosia
Printed Name

(Title)

Date _____

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Schools FY25 Budget Amendment #10

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 City Schools Budget Amendment #10 to the FY25 General Purpose fund.

Staff Recommendation

Approve Resolution 25-R-18 amending the FY25 General Purpose fund as presented.

Background Information

On May 13th, the Murfreesboro City School Board approved budget amendment #10 for new revenue of \$931,860.

This amendment recognizes new revenue not previously budgeted for FY25 in investments and checking interest, TISA state funds, and state Paid Parental Leave funds. The revenues along with interfund transfers will align the General Purpose expenditures to meet the final projections for FY25.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

Recognition of new revenue and corresponding expenditures in the amount of \$931,860. This will align final projected expenditures for FY25 and it will not affect fund balance.

Attachments

1. Resolution 25-R-18
2. Exhibit A: MCS Budget Amendment #10

RESOLUTION 25-R-18 amending the Fiscal Year 2025 (hereafter “FY2025”) Murfreesboro City Schools Budget (10th 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.

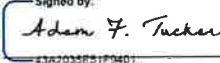
Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:


Adam F. Tucker
City Attorney

Murfreesboro City Schools Budget Amendment (#10)

BOE Approval

5/13/2025

General Purpose Schools Fund 141

Fiscal Year 2024-25

Exhibit A to Resolution 25-R-18

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Interest Earned-Investments	\$ 2,500	\$ 130,000	\$ 127,500
Interest Earned-Checking	349,408	973,768	624,360
TISA On-Behalf Payments	-	30,000	30,000
Paid Parental Leave	150,000	300,000	150,000
Total Increase in Revenues	\$ 501,908	\$ 1,433,768	\$ 931,860
<u>Expenditures</u>			
TISA On-Behalf Payments	\$ -	\$ 10,000	\$ 10,000
Total Regular Education		\$ 10,000	\$ 10,000
Teachers	\$ 4,892,000	\$ 5,132,000	\$ 240,000
Hybrid Stabilization	35,500	37,500	2,000
Contracts w/ Private Agencies	215,038	345,038	130,000
Other Contracted Services	5,000	27,500	22,500
TISA On-Behalf Payments	-	20,000	20,000
Educational Assistants	3,530,000	3,430,000	(100,000)
Other Fringe Benefits	105,000	90,000	(15,000)
Total Special Education	\$ 8,782,538	\$ 9,082,038	\$ 299,500
Other Salaries & Wages	\$ 104,500	\$ 112,500	\$ 8,000
Social Security	6,480	6,980	500
State Retirement	12,720	13,695	975
Medical Insurance	24,300	29,300	5,000
Dental Insurance	460	485	25
Medicare	1,515	1,640	125
Travel	1,250	250	(1,000)
Other Supplies & Materials	1,000	500	(500)
Equipment	10,700	5,700	(5,000)
Total Attendance	\$ 162,925	\$ 171,050	\$ 8,125
Library/Media Specialists	\$ 959,500	\$ 999,500	\$ 40,000
Instructional Computer Pers.	600,000	602,500	2,500
Other Salaries & Wages	35,360	36,360	1,000
Social Security	115,138	118,138	3,000
State Retirement	134,825	138,325	3,500
Medicare	26,931	27,931	1,000

Educational Assistants		103,560		98,560		(5,000)
Other Fringe Benefits		10,500		5,500		(5,000)
Total Regular Education-Support	\$	1,985,814	\$	2,026,814	\$	41,000
Psychological Personnel	\$	675,220	\$	710,720	\$	35,500
Other Salaries & Wages		516,550		556,550		40,000
Social Security		93,245		98,245		5,000
State Retirement		111,000		117,500		6,500
Medial insurance		174,000		215,000		41,000
Medicare		21,810		23,310		1,500
In-Service/Staff Development		30,000		33,000		3,000
Other Fringer Benefits		10,500		5,500		(5,000)
Other Supplies & Materials		57,744		52,744		(5,000)
Total Special Education-Support	\$	1,690,069	\$	1,812,569	\$	122,500
Other Salaries & Wages	\$	132,720	\$	133,220	\$	500
Dues & Memberships		15,000		15,200		200
Liability Insurance		470,000		535,000		65,000
Trustee's Commission		445,000		495,000		50,000
Criminal Investigation of Appl.		30,000		60,000		30,000
Unemployment Compensation		46,000		21,000		(25,000)
Legal Services		35,000		15,000		(20,000)
Total Board of Education	\$	1,173,720	\$	1,274,420	\$	100,700
Assistant Principals	\$	1,565,400	\$	1,596,400	\$	31,000
Social Security		280,255		282,255		2,000
State Retirement		371,205		374,705		3,500
Medical Insurance		572,000		596,000		24,000
Medicare		65,545		66,045		500
Other Fringe Benefits		34,500		24,500		(10,000)
Communication		95,000		85,000		(10,000)
Total Office of Principal	\$	2,983,905	\$	3,024,905	\$	41,000
Accountants/Bookkeepers	\$	253,090	\$	265,090	\$	12,000
Secretary		47,695		48,195		500
Social Security		34,115		34,890		775
State Retirement		66,965		68,515		1,550
Medical Insurance		92,000		104,000		12,000
Medicare		7,980		8,180		200
Other Fringe Benefits		7,980		6,480		(1,500)
Data Processing Supplies		6,500		5,500		(1,000)
In-Service/Staff Development		10,000		9,000		(1,000)
Total Fiscal Services	\$	526,325	\$	549,850	\$	23,525
Supervisor/Director	\$	256,150	\$	259,550	\$	3,400
Data Processing Personnel		50,725		51,225		500
Social Security		25,870		26,120		250
State Retirement		35,890		36,240		350
Medical Insurance		8,500		21,700		13,200

Medicare		6,050		6,110		60
Other Fringe Benefits		4,500		3,750		(750)
Other Contracted Services		61,000		56,000		(5,000)
Other Charges		7,500		5,500		(2,000)
Total Personnel Services	\$	456,185	\$	466,195	\$	10,010
Electricity	\$	2,010,000	\$	2,085,000	\$	75,000
Natural Gas		450,000		410,000		(40,000)
Water & Sewer		375,000		360,000		(15,000)
Total Operation of Plant	\$	2,835,000	\$	2,855,000	\$	20,000
Maintenance & Repair-Buildings	\$	550,000	\$	750,000	\$	200,000
Uniforms		1,500		3,500		2,000
Other Supplies & Materials		100,000		110,000		10,000
Other Charges		40,000		50,000		10,000
Total Maintenance of Plant	\$	691,500	\$	913,500	\$	222,000
Clerical Personnel	\$	134,000	\$	146,000		12,000
Communication		1,000		2,500		1,500
Maintenance & Repair-Vehicles		35,000		65,000		30,000
Other Fringe Benefits		36,000		31,000		(5,000)
Other Contracted Services		71,500		66,500		(5,000)
Gasoline		256,595		246,595		(10,000)
In-Service/Staff Development		10,000		8,000		(2,000)
Total Transportation	\$	544,095	\$	565,595	\$	21,500
Medical Insurance	\$	120,000	\$	133,000	\$	13,000
Other Fringe Benefits		3,000		2,000		(1,000)
Total Early Childhood Education	\$	123,000	\$	135,000	\$	12,000
Total Increase in Expenditures	\$	21,955,076	\$	22,886,936	\$	931,860

CHANGE IN FUND BALANCE (CASH)

-

To recognize new revenue of \$931,860 in interest checking and investments, TISA payments, and Paid Parental Leave. This new revenue along with interfund transfers within major categories will assist in covering projected actual expenditures for FY25. This will not change fund balance.

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Approval of the FY26 MCIT Charitable Distributions

Department: Administration

Presented by: Kevin Gentry, MCIT Chair

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Summary

Review of the Murfreesboro Community Investment Trust's Board of Trustees' FY26 distributions to charitable organization serving the Murfreesboro community

Staff Recommendation

Approve recommendations of the Trustees for the Trust's FY26 charitable distributions

Background Information

The Trust was established with proceeds from the City's sale of its electric distribution system to Middle Tennessee Electric. These funds are held in trust and invested by the Board of Trustees allowing the Trust's assets grow and benefit the community in future decades.

Each year the Trust distributes 5% of its asset value; 85% contributing to the City's General Fund and 15% distributed by grants to qualified charitable organizations. The Trust's assets on 12/31/24 totaled \$67,010,070. The Trust will supplement the City's FY25 revenue by \$2,780,608. Charitable organizations funded in FY26 will receive a total of \$490,696. Both distributions represent a 34% increase over the previous year's distribution.

For FY26, the Trust's Committee on Contributions reviewed 46 qualified applications for grants and recommended 29 organizations for funding. The Committee's review process is extensive, and Committee members contribute significant time and effort ensuring the available funds are allocated correctly to maximize the benefits offered provided to the community.

The Committee forwarded its recommendations to the Board of Trustees, which approved funding as recommended. The Trust Agreement requires the Board submit the approved grants for Council review. Council's review is limited to accepting or rejecting the funding of an organization. Should Council reject a funding proposal, the Board may reallocate those funds to another approved charitable organization or allow the funds to remain within the Trust.

Council Priorities Served

Responsible budgeting

Establishing the MCIT will continue to benefit the community for many decades by providing a unique opportunity to supplement the City's budget and provide charitable grants that direct assist the needs of its citizens.

Fiscal Impact

None

Attachments

MCIT FY26 Approved Grants

MCIT Y26 Approved Grant Funding

Qualified Organization	Project	Recommended Funding
Amelia's Closet (Liberty's Station)	Job Readiness	18,393
American Red Cross (Heart of TN Chptr)	Home Fire Financial Assistance	16,015
Beesley Animal Foundation	Murfreesboro Spay/Neuter and Pet Wellness	25,760
Boys & Girls Clubs of Rutherford Cnty	Team Program Expansion	35,526
CASA of Rutherford County	Advocates for Foster Children	6,282
Center for the Arts Inc.	Community Placemaking Through the Arts	15,821
Child Advocacy Center of Rutherford Cnty	Child Abuse and Child Sexual Abuse Program	16,191
Community Helpers of Rutherford Cnty	Crisis Assistance for Murfreesboro Residents	23,094
Discovery Center at Murfree Spring	Kids First	13,465
Domestic Violence Program, Inc.	Supportive services for survivors	31,923
Elders First Adult Day Services	Mindful Care Adult Day Services	10,348
Feed America First of TN	Project Fresh	19,177
First Shot Foundation	First Shot Patterson Park Skills and STEM Academy	10,106
Greenhouse Ministries	Sustaining Hope	32,211
Interfaith Dental of Rutherford County	Smiles for Life	19,432
Journeys in Community Living	Program expansion focused on Young Adults	10,634
Junior Achievement of Middle TN	Junior Achievement	3,996
Kymari House, Inc.	Operating Grant	10,919
Mid-Cumberland Meals-on-Wheels	Meals to Homebound Senior Citizens	17,316
Oaklands Association Inc	Operational Funds for Oaklands Ass'n	9,980
Possibility Place	Thrive Program	10,461
Read To Succeed, Inc	Family & Adult Literacy	7,533
Rutherford Cnty Habitat for Humanity	Legacy Pointe Phase Three Affordable Housing	29,077
Special Kids, Inc.	Outpatient Therapy and Skilled Nursing Programs	16,381
Stepping Stones Safe Haven	Shelter Operations	14,572
The Family Center	Family Resilience	11,250
The Journey Home, Inc.	Journey Home Housing Programs	29,597
The Salvation Army	Emergency Supportive Shelter	19,316
We Remember You	We Remember You	5,920
		490,696

Trust Compliance

Total Available: 490,696

Service Category		Limit	Allocation Total
Comm Safety & Victim Services	1	73,604	73,604
Health Related Services	2	49,070	49,070
Education and Youth Services	3	98,139	98,139
Other	4	269,883	269,883
Totals			490,696

Single Organization Limit

25% of Total Available: 122,674

Recommended Funding above 25%: 0

Qualified Beneficiaies

Staff has determined all organizations recommended for funding are "Qualified Beneficiaries" in accordance with the Trust.

COUNCIL COMMUNICATION

Meeting Date: 05/22/2024

Item Title: FY25 Annual Audit Contract

Department: Finance

Presented by: Amanda DeRosia, Finance 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

Annual audit contract and production of the annual comprehensive financial report (ACFR) for FY25.

Staff Recommendation

Approve the contract with Jobe, Hastings & Associates and authorize the Finance Director to sign the State's electronic contract as the City's representative.

Background Information

The annual audit report is a requirement of the State of Tennessee. The proposal includes all funds of the City except for the Murfreesboro Water Resources, Murfreesboro Stormwater Fund, and all funds of the Murfreesboro City Schools.

Jobe, Hastings & Associates is a local CPA firm with expertise in government auditing. Experienced audit managers will be assigned to perform and supervise the work. It is important to note that with their skilled assistance in the past the City has received the GFOA Certificate of Excellence in reporting for the past twenty-five years.

Council Priorities Served

Responsible budgeting

The performance of an independent audit allows the City to meet State requirements, provides assurance that national reporting and accounting standards are followed, and ensures the financial information presented to the public is accurate and justified.

Fiscal Impact

The proposed fee for the audit is \$176,500, plus \$12,000 for State required chart of accounts crosswalk for a total of \$188,500 included in the Finance Department FY26 operating budget.

Attachments

Contract with Jobe, Hasting & Associates

CONTRACT TO AUDIT ACCOUNTS

OF

City of Murfreesboro

FROM July 01, 2024 TO June 30, 2025

This agreement made this 30th day of April 2025, by and between Jobe, Hastings and Associates, PO Box 1175, Murfreesboro, TN 37133-1175, hereinafter referred to as the "auditor" and City of Murfreesboro, of PO Box 1139, Murfreesboro, TN 37133-1139, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2024, and ending June 30, 2025 with the exceptions listed below:

Murfreesboro Board of Education - 2845

Murfreesboro City Schools - Internal School Funds - 2809

Murfreesboro Electric - Pension Fund - 3449

Murfreesboro Stormwater Fund - 11226

Murfreesboro Water Resources - 2433

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **15** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2025**, or **six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding

anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions) See Attachment (1) and Attachment (2)

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:

Audit **\$176,500.00**

Municipal Chart of Accounts Crosswalk **\$12,000.00**

Total Fixed Contract Fee **\$188,500.00**

or

Estimated Contract Fee:

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has

SCHEDULE OF FEES AND/OR RATES:

12. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

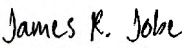
14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

Governmental Unit or Organization

By James R. Jobe

Signature

Signed by:

7534AFDDC0A4FD...

Title/Position: Managing Partner

E-mail address: jimjobe@jobehastings.com

Date: 5/7/2025


By

Signature

Title/Position:

E-mail address:

Date:

Signed by:

43A2035E51F9401...

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

Attachment (1) to State of Tennessee Contract to Audit Accounts

We are pleased to confirm our understanding of the services we are to provide for the City of Murfreesboro, Tennessee for the year ending June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Murfreesboro, Tennessee as of and for the year ended June 30, 2025, except as follows. This contract does not include the audit of the financial statements of the Murfreesboro City Schools Board of Education, Murfreesboro City Schools Internal School Funds, the Murfreesboro Water Resources Department, and the Murfreesboro Stormwater Fund. Those financial statements will be audited by other auditors and/or under separate contracts whose reports thereon will be furnished to us, where applicable. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Murfreesboro, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Murfreesboro, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Data
- 3) Other Post-employment Benefit Data

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Murfreesboro, Tennessee's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards and state awards and related notes.
- 2) Supplementary information, including combining and individual fund financial statements and schedules and financial schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Certain information included in an introductory section.
- 2) Statistical data.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our opinions, insofar as they relate to the amounts included in the Murfreesboro City Schools Internal School Funds, will be based upon the report of the other auditor. Reasonable assurance is a high level of assurance but is not absolute

assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk of misappropriation of cash collections.
- Risk of improper revenue recognition due to fraud or error.
- Risk that capital assets are not complete or are not valued correctly.
- Risk that capital assets are overstated due to not recording disposals.
- Risk that cash disbursements are not properly documented or approved and / or misclassified.
- Risk that debt is understated or omitted.
- Risk of unrecorded material accounts payable.
- Risk that fund balance is not properly classified as nonspendable, committed, assigned and unassigned fund balance.
- Risk that payroll is not accurate, timesheets are not properly approved, and that salaried employees are not being paid correctly based on the approved pay schedule.
- Risk that actuarial valuations of the pension plan and the other postemployment benefits (OPEB) plans are not correct due to inaccurate census data or due to inaccurate actuarial assumptions being used.
- Risk that investments are valued incorrectly at year end.
- Risk that the wrong amount is being paid to pension beneficiaries.
- Risk that the insurance claims payable balance is not accurate.
- Risk that all federal grants are not appropriately identified for major program determination.
- Risk that grant revenue not received during the period of availability has not been reclassified as deferred inflows.
- Risk that grant revenues are not earned in compliance with uniform guidance and or grant agreements.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Murfreesboro, Tennessee's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Murfreesboro's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Murfreesboro's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Murfreesboro, Tennessee in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Murfreesboro, Tennessee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jobe, Hastings and Associates, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jobe, Hastings and Associates, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Tennessee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

James R. Jobe, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 1, 2025, or as soon as information becomes available.

Our invoices for our fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and City Council of the City of Murfreesboro, Tennessee. We will make reference to Matlock Clements' audit of the Murfreesboro City Schools Internal School Funds in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over

Page 7

compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Murfreesboro and believe this letter accurately summarizes the significant terms of our engagement.

Attachment (2) to State of Tennessee Contract to Audit Accounts – Agreed Upon Procedures

We will apply the procedures enumerated below to provide a crosswalk of the City of Murfreesboro, Tennessee chart of accounts to the state of Tennessee municipal chart of accounts. We understand this engagement is required by the Tennessee Comptroller of the Treasury. Our engagement to apply the agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

We will enter the City of Murfreesboro's audited accounting information as of and for the year ending June 30, 2025 into a standard format prescribed by the Tennessee Comptroller of the Treasury (a "crosswalk") and transmit that data to the Comptroller's office.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the crosswalk of the City of Murfreesboro, Tennessee chart of accounts to the state of Tennessee municipal chart of accounts. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to begin our procedures on approximately December 1, 2025 and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2025.

We will issue a written report upon completion of our engagement that lists the procedure performed and our findings. Our report will be addressed to the Honorable Mayor and City Council of the City of Murfreesboro, Tennessee. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. You understand that the report is intended solely for the information and use of the Honorable Mayor and City Council of the City of Murfreesboro, Tennessee and the Tennessee Comptroller of the Treasury, and should not be used by anyone other than these specified parties.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the information submitted in the crosswalk of the City of Murfreesboro, Tennessee Chart of accounts to the state of Tennessee municipal chart of accounts, we will communicate such matters to you.

You are responsible for the crosswalk of the City of Murfreesboro, Tennessee chart of accounts to the state of Tennessee municipal chart of accounts as of and for the year ended June 30, 2025, and its agreement to the information in the audited financial statements of the City of Murfreesboro, Tennessee. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of the engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the crosswalk of the City of Murfreesboro, Tennessee chart of accounts to the state of Tennessee municipal chart of accounts in the format required by the Tennessee Comptroller of the Treasury.

James R. Jobe, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Murfreesboro Transit Center Contingency Allowance Allocation

Department: Project Development Department

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

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

Summary

Consider Change Directive No. 11 for the Murfreesboro Transit Center contract contingency allowance.

Staff Recommendation

Approve Change Directive No. 11 for use of the contingency allowance and time extension.

Background Information

The attached Change Control Log documents all submitted change requests via Change Control Forms and tracks corresponding allowance allocations issued through Field Work Change Directives. Change Directive No. 11 includes the addition of swing gate operators to maintain emergency operations compliance, pavilion canopies to collect rainwater over transaction windows, a buildout of a shell room, some additional fencing to increase site security, a low voltage connection in the bus maintenance building for a computer to benefit staff, and a 43-day time extension to accommodate the added work. The final contract value and total number of working days will be adjusted accordingly in the Final Balancing Change Order at project completion.

Council Priorities Served

Expand infrastructure

Constructing a Transit Center will allow for continued improvement and expansion of transit services.

Fiscal Impact

The amount of the increased expense, \$210,724, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843.

Attachments

Change Control Log and Forms



AIA

Document G701™ – 2017

Change Order

PROJECT: (name and address)

Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro, Tennessee 37129

CONTRACT INFORMATION:

Contract For: Murfreesboro Transit Center
Date:

CHANGE ORDER INFORMATION:

Change Order Number: 012
Date: 5/2/2025

OWNER: (name and address)

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

ARCHITECT: (name and address)

HDR, INC.
120 BRENTWOOD COMMONS
WAY#525
BRENTWOOD, Tennessee 37027

TO CONTRACTOR: (name and address)

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067

THE CONTRACT IS CHANGED AS FOLLOWS:

Total Deduct of this CO= (\$210,724.19)

Total Time Requested = 43 Days

Owner Contingency After CO = \$41,022.04

PCO 039 Added swing gate operators new salem hwy - (\$21,527)	\$0.00
PCO 040 Transit Pavilion Added Canopies (\$19,778.71)	\$0.00
PCO 041 Buildout in shell room - (\$128,780.34)	\$0.00
PCO 042 Additional Fence and gate Hardware at Admin Building - (\$38,060)	\$0.00
PCO 043 Added low voltage connection at BMB for staff computer - (\$2,578.14)	\$0.00

The original Contract Sum was

\$ 17,145,843.00

The net change by previously authorized Change Orders

\$ 700,000.00

The Contract Sum prior to this Change Order was

\$ 17,845,843.00

The Contract Sum will be changed by this Change Order in the amount of

\$ 0.00

The new Contract Sum including this Change Order will be

\$ 17,845,843.00

The Contract Time will be increased by 43 days

The new date Substantial Completion will be 6/27/2025

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Signed by: APPROVED AS TO FORM

Adam F. Tucker

43A2035E51F9404
Adam F. Tucker, City Attorney

HDR, INC.

ARCHITECT (Firm name)

Signed by:

[Signature]

0F57AE7D206B425...

SIGNATURE

Neal Corbett Vice President

PRINTED NAME AND TITLE

5/9/2025

DATE

Bulley & Andrews Rock City, LLC

CONTRACTOR (Firm name)

Signed by:

Joe Hyken

05E9E8106E5F402...

SIGNATURE

Joe Hyken Project manager

PRINTED NAME AND TITLE

5/6/2025

DATE

CITY OF MURFREESBORO

OWNER (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA

Document G701™ – 2017

No.4177726938 which expires on 03/28/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1932678762)

CHANGE CONTROL FORM NO. 11

Date Issued:	May 5, 2025	Project:	Murfreesboro Transit Center																				
Project No.:	ITB-07-2023	Contractor:	Rock City Construction Co LLC																				
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input checked="" type="checkbox"/> Work Change Directive <input type="checkbox"/> Contractor Change Request																							
Description of Change (attach necessary supporting documentation): Add PCO 39,40,41,42 and 43. Total amount of the PCO's are \$210,724.19 which will be covered under the Owner's contingency leaving \$41,022.04. In addition, a time request of 43 days is also requested.																							
Initiated By: <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative																							
Drawing(s) Reference: N/A		Spec. Reference: N/A																					
RFI Reference: N/A		Date of RFI: N/A																					
Attachments: CO # 12																							
<p style="text-align: center;">REQUEST FOR PROPOSAL/CHANGE REQUEST</p> <p>We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:</p> <div><input checked="" type="checkbox"/> No Change in Contract Amount is Required <input type="checkbox"/> A Change in Contract Amount is Required: <input type="checkbox"/> No Change in Contract Time is required <input checked="" type="checkbox"/> A Change in Contract Time is Required:</div>																							
<p style="text-align: center;">WORK CHANGE DIRECTIVE</p> <p>You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.</p>																							
<p style="text-align: center;">FIELD ORDER</p> <p>This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.</p>																							
<p style="text-align: center;">AUTHORIZING SIGNATURES</p> <table><tr><td>ENGINEER:</td><td>CONTRACTOR:</td><td>OWNER:</td><td>RESIDENT PROJECT REPRESENTATIVE:</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>(print name)</td><td>(print name)</td><td>(print name)</td><td>(print name)</td></tr><tr><td>Date:_____</td><td>Date:_____</td><td>Date:_____</td><td>Date:_____</td></tr></table>				ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:	_____	_____	_____	_____	_____	_____	_____	_____	(print name)	(print name)	(print name)	(print name)	Date:_____	Date:_____	Date:_____	Date:_____
ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:																				
_____	_____	_____	_____																				
_____	_____	_____	_____																				
(print name)	(print name)	(print name)	(print name)																				
Date:_____	Date:_____	Date:_____	Date:_____																				



PCO #039

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #039: Added swing gate operators new salem hwy - (\$21,527)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	039 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	3/31/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Added swing gate operators new salem hwy - (\$21,527)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE #067 - Added swing gate operators new salem hwy
Fire marshal requested automatic swing gates at new Salem hwy entrance w/yelp mode

ATTACHMENTS:

#	Budget Code	Description	Amount
1	02-02710.S FENCES & GATES		\$17,400.00
2	16-16000.S ELECTRICAL		\$2,170.00
3	88-83000.U FEE		\$1,957.00
4	88-82002.U OWNERS CONTINGENCY.Undefined		\$(21,527.00)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC
830 Crescent Centre Drive Suite 140
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



PROPOSAL

TO: Rock City Construction/Bulley Andrews

PROJECT: Gate Operators

LOCATION: Murfreesboro Transit Center

BID DATE: 03/31/25

We are pleased to submit our quotation to you covering the following items on the above project.
Our estimate of quantities are as follows:

2 Each - Swing Gate Operators \$16,800.00

2 Each - Liftmaster CSW24UL Swing Gate Operators w/ Battery Back Up

1 Each - Photo Eyes

2 Each - OPTEX Vehicle Sensor Device

Keypad \$550.00

250 Code Wireless Keypad

Transmitter \$50.00

Dual Button Gate Operator Transmitter

Proposal Includes: Materials X Labor Applicable Taxes Addendums
Prices Per "TERMS AND CONDITIONS OF SALE" on Back or Attached

Delivery Schedule 3-4 Weeks (Required Notification Time to Have Materials & Crews on Site)

Our above price based on the following conditions:
All Electrical Supply and Connections for Gate Operators BY OTHERS.

Acceptance: Upon receipt of signed copy from buyer.
This proposal when accepted by Lu, Inc. with approved
Credit becomes a contract between the two parties.

Submitted By : Doug McWhorter

Doug McWhorter

Customer's Signature _____ Date _____

Date: 03/31/25

P.O. Box 607 Kingston Springs, TN 37082 Phone (615)952-5501 Fax (615)952-9044 www.guidetrail.com

SECTION 01258

FORM FOR CONTRACTOR'S OR SUBCONTRACTOR'S COST ITEMIZATION

Fast Electrical Contractors Inc.	
Murfreesboro Transit Center	
Swing gate operators	Date: 4/2/25

[illegible]



PCO #040

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #040: Transit Pavilion Added Canopies (\$19,778.71)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	040 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	3/31/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Transit Pavilion Added Canopies (\$19,778.71)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE #068 - Transit Pavilion Added Canopies
Added canopies at transit pavilion.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	07-07505.M ROOFING		\$17,980.65
2	88-83000.U FEE		\$1,798.06
3	88-82002.U OWNERS CONTINGENCY.Undefined		\$(19,778.71)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC
830 Crescent Centre Drive Suite 140
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

Awnings Plus

PO Box 1794
 Murfreesboro, TN 37133
 +16152958402
 info@awningsplusllc.com
 www.AwningsPlusLLC.com



Estimate

ADDRESS

Rock City Construction
 1885 General George Patton
 Dr.
 Franklin, TN 37067

ESTIMATE # 5050**DATE** 03/26/2025**EXPIRATION DATE** 04/26/2025

ACTIVITY	QTY	RATE	AMOUNT
Architectural Canopy Cantilevered architectural canopy with 8" flat face, integrated gutter w/outlets (downspouts by others) and standard RAL powder coat color: 27'4" x 2' projection	1	7,320.12	7,320.12T
Architectural Canopy Cantilevered architectural canopy with 8" flat face, integrated gutter w/outlets (downspouts by others) and standard RAL powder coat color: 7' x 2' projection	2	2,336.25	4,672.50T
Installation Installation	1	2,075.00	2,075.00
Other Engineer drawings	1	2,500.00	2,500.00T
<hr/>			
50% Deposit Required to Begin Production	SUBTOTAL		16,567.62
	TAX		1,413.03
Awnings Plus Offers a Cash Price (shown) and a Card Price.	TOTAL		\$17,980.65

By Accepting This Estimate, You Agree to Our Terms and Conditions

Accepted By

Accepted Date

All deposits are non-refundable. All sales are final.

A 3% fee will be added to credit card payments over \$2000.

A finance charge of 1.5% per month will be added to payments 10 days past due.



PCO #041

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #041: Buildout in shell room - (\$128,780.34)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	041 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	4/28/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	43 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Buildout in shell room - (\$128,780.34)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE #052 - Buildout in shell room

ATTACHMENTS:

#	Budget Code	Description	Amount
1	15-15351.S MECHANICAL SUBCONTRACTOR		\$2,528.00
2	16-16000.S ELECTRICAL		\$12,418.45
3	16-16700.S COMMUNICATIONS.Commitment		\$12,556.79
4	15-15500.S FIRE PROTECTION		\$5,925.88
5	09-09500.S ACOUST CEILING		\$8,598.00
6	09-09200.S DRYWALL		\$2,724.33
7	09-09900.S PAINTING		\$2,550.00
8	08-08101.S SUPPLY HM DOR/FRM/HDWE		\$3,441.38
9	06-06211.S INSTALL HOLLOW METAL DOORS		\$400.00
10	09-09640.S EPOXY FLOORING		\$1,750.00
11	09-09600.S FLOORING		\$1,409.23
12	12-12300.S WINDOW TREATMENTS		\$1,932.98
13	01-019910.M GC CO.Materials		\$60,838.00
14	88-83000.U FEE		\$11,707.30
15	88-82002.U OWNERS CONTINGENCY.Undefined		\$(128,780.34)
Grand Total:			\$0.00



PCO #041

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC
830 Crescent Centre Drive Suite 140
FRANKLIN, Tennessee 37067

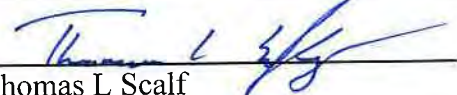
SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

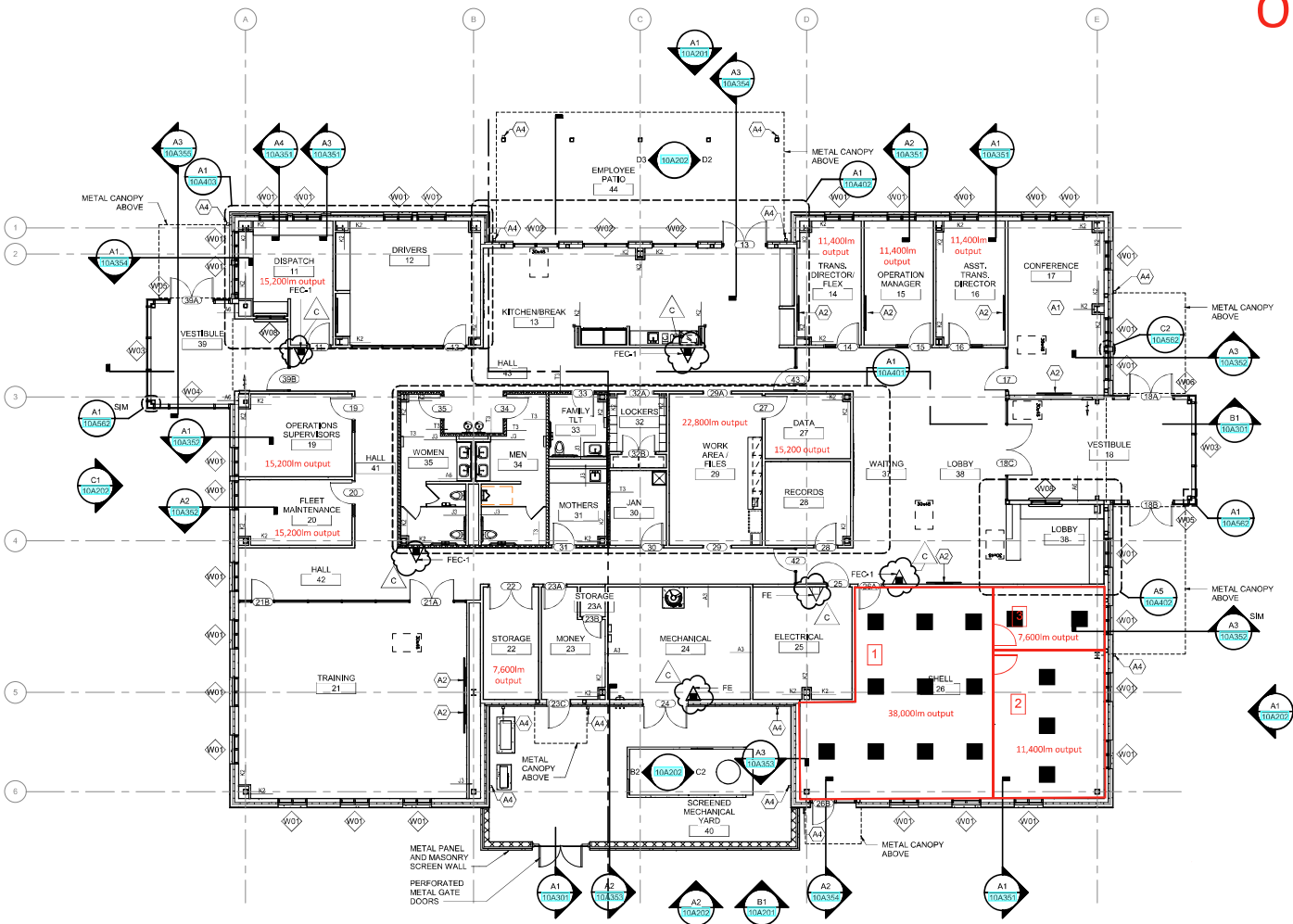


Change Request #	4	Murfreesboro Transit			1/14/2025
Project - Job #28871					
	Qty	Unit	Shell Room Grilles lowering	Unit Price	Total Price
Equipment					
Equipment Mark-up					
Tax					
Equipment Subtotal					
Materials	2	ea	RD-1 and SA-1	\$	960.00
			Flex	\$	160.00
Tax 9.25% \$ 103.60					
Material Mark-up					
Material Subtotal \$ 1,223.60					
Labor					
	Hrs		Plumbing Foreman	\$	-
	Hrs		Plumbing Journeyman	\$	-
	8	Hrs	Sheetmetal Foreman	\$ 74.00	\$ 592.00
	8	Hrs	Sheetmetal Journeyman	\$ 74.00	\$ 592.00
Labor Mark-up					
Parking					
Labor Subtotal \$ 1,184.00					
Subcontractor					
Subcontractor Mark-up					
Subcontractor Subtotal \$ -					
Rentals					
Rental Mark-up					
Rental Subtotal					
Sub-Total				\$	2,407.60
Markup				5%	\$ 120.38
Place an "X" in the box if the project is bonded				1%	
Total				\$	2,528

FAST ELECTRICAL CONTRACTORS, INC. 335 WILHAGAN ROAD NASHVILLE, TN 37217 (615) 360-2300 FAX (615) 399-1213	<h2 style="text-align: center;">Proposal</h2> <p style="text-align: center;">State License # 13756 Classification CE---UNLIMITED</p> <p style="text-align: center;">Expiration date 7-31-2025 Metro Nash. License # 250 Expiration date 3-31-2025</p>
<p>TO: Rock City Construction</p> <p>830 Crescent Centre Drive #140</p> <p>Franklin, Tennessee 37067</p> <p>Attn : Jared Richards</p>	<p>Date: 1/30/25</p> <p>Phone: 615.794.6691</p> <p>Email: jrichards@rockcityconstruction.com</p> <p>Job Name: Murfreesboro Transit Center</p> <p>Job Location: Murfreesboro, TN</p>
<p>Re-light SHELL RM 26 with type A1 light fixtures.</p> <p>Option 1: (24) type A1 light fixtures to replace 7 existing type L1 light fixtures</p> <p>Option 2: (15) type A1 light fixtures to replace 7 existing type L1 light fixtures</p> <p>See attached proposed layout sheets for total lumen output of new fixtures, as well as total lumen output of existing type A1 fixtures in various other rooms throughout the admin building*</p>	
<p>We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of..... ➔</p> <p>Valid for 30 days from proposal</p>	<p>Option 1: \$14,213.61</p> <p>Staging Area: \$8,107.07</p> <p>Offices: \$6,106.54</p> <p>Option 2: \$9,564.70</p> <p>Staging Area: \$5,987.52</p> <p>Offices: \$3,577.18</p>
<p>Authorized Signature:  Thomas L Scalf 615-360-2300</p>	
<p>Acceptance of Proposal - The above prices, specifications, and conditions of this Proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date: _____ Signature of Owner: _____</p>	

Option 2

- FLOOR PLAN GENERAL NOTES:
1. ALL NON-LOAD BEARING INTERIOR WALLS ARE TYPE "G3" UNLESS NOTED OTHERWISE.
 2. DRAWINGS & SPECIFICATIONS ARE COMPLEMENTARY TO THE CONTRACT DOCUMENTS. REVIEW ALL DRAWINGS AND SPECIFICATIONS FOR CLARIFICATION IF INCONSISTENCIES, CONTRADICTIONS OR OMISSIONS ARE DISCOVERED.
 3. DO NOT SCALE DRAWINGS. IF DIMENSIONAL INFORMATION IS REQUIRED & NOT FOUND, NOTIFY ARCHITECT IMMEDIATELY FOR CLARIFICATION.
 4. ALL DIMENSIONS ARE TO COLUMN CENTERLINES OR FACE OF FINISHED WALLS OR SURFACES UNLESS NOTED OTHERWISE.
 5. ALL DOOR FRAMES ARE TO BE INSTALLED 4" AWAY OF ADJACENT PERPENDICULAR WALLS UNLESS NOTED OTHERWISE.
 6. HIGHER RATED FIRE WALLS TAKE PRECEDENCE OVER LOWER RATED WALLS & ARE TO CONTINUE THROUGH ALL SUCH INTERSECTIONS.
 7. ALL SMOKE BARRIER WALLS ARE TO EXTEND FROM BACK SIDE OF EXTERIOR WALL SHEATHING TO BACK SIDE OF EXTERIOR WALL SHEATHING OR ANOTHER SMOKE BARRIER WALL.
- KEYNOTES:
- A1 FLOOR CORE POWER, DATA, HDMI COORDINATE LOCATION W/ FURNITURE.
 - A2 POWER, DATA, HDMI 50% AFF. COORDINATE WITH MONITOR.
 - A4 ALUMINUM DOWNSPOUT.



ADMINISTRATION BUILDING FLOOR PLAN
1/8" = 1'-0"

B:\1361\10111992_Murfreesboro_MTC_Erwin_A_Dwg_2020\10111992-10A.rvt
5/15/2023 2:56:26 PM



ISSUE	DATE	DESCRIPTION
C	05/12/2023	ADDENDUM #2
B	04/19/2023	ISSUED FOR BIDS (REVISED)
A	04/11/2023	ISSUED FOR BIDS

PROJECT MANAGER	JON C. HOLLER
CIVIL	M. TAYLOR
LANDSCAPE	A. SPATZ
STRUCTURAL	R. MACCAFERRI
ARCHITECTURAL	N. CORBETT
MECHANICAL	C. WORK
FIRE LIFE SAFETY	A. SENK
ELECTRICAL	E. CHINNIS
PROJECT NUMBER	10111992



5-11-23



CITY OF
MURFREESBORO
TRANSIT CENTER

ADMINISTRATION BUILDING
FLOOR PLAN - ANNOTATED



FILENAME | 10111992-10A.rvt
SCALE | 1/8" = 1'-0"

SHEET
10A101

Option B - 15 Light Fixtures

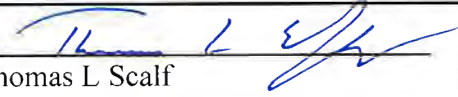
Description	Material				Labor		
	Unit	Cost	Quantity	Total	Hours	Rate/Hour	Total
Material	ea	\$ 452.63	1	\$ 452.63	55.91	\$ 55.62	\$ 3,109.71
New A1 Fixtures	ea	\$ 294.99	15	\$ 4,424.85	15	\$ 55.62	\$ 834.30
Total Materials - Labor				\$ 4,877.48			\$ 3,944.01
Tn. Sales Tax @ 9.75%				\$ 475.55			
Subtotal				\$ 5,353.03			
Profit @ 5%				\$ 267.65			
Sub-Totals				\$ 5,620.69			\$ 3,944.01
Total				\$ 9,564.70			

Option B - Staging

Description	Material				Labor		
	Unit	Cost	Quantity	Total	Hours	Rate/Hour	Total
Material	ea	\$ 270.40	1	\$ 270.40	30.93	\$ 55.62	\$ 1,720.33
New A1 Fixtures	ea	\$ 294.99	10	\$ 2,949.90	10	\$ 55.62	\$ 556.20
Total Materials - Labor				\$ 3,220.30			\$ 2,276.53
Tn. Sales Tax @ 9.75%				\$ 313.98			
Subtotal				\$ 3,534.28			
Profit @ 5%				\$ 176.71			
Sub-Totals				\$ 3,710.99			\$ 2,276.53
Total				\$ 5,987.52			

Option B - Offices

Description	Material				Labor		
	Unit	Cost	Quantity	Total	Hours	Rate/Hour	Total
Material	ea	\$ 182.23	1	\$ 182.23	24.98	\$ 55.62	\$ 1,389.39
New A1 Fixtures	ea	\$ 294.99	5	\$ 1,474.95	5	\$ 55.62	\$ 278.10
Total Materials - Labor				\$ 1,657.18			\$ 1,667.49
Tn. Sales Tax @ 9.75%				\$ 161.58			
Subtotal				\$ 1,818.76			
Profit @ 5%				\$ 90.94			
Sub-Totals				\$ 1,909.69			\$ 1,667.49
Total				\$ 3,577.18			

FAST ELECTRICAL CONTRACTORS, INC. 335 WILHAGAN ROAD NASHVILLE, TN 37217 (615) 360-2300 FAX (615) 399-1213	<h2 style="text-align: center;">Proposal</h2> <p style="text-align: center;">State License # 13756 Classification CE---UNLIMITED</p> <p style="text-align: center;">Expiration date 7-31-2025 Metro Nash. License # 250 Expiration date 3-31-2025</p>
TO: Rock City Construction 830 Crescent Centre Drive #140 Franklin, Tennessee 37067 Attn: Joe Hyken	Date: 3/14/25
	Phone: Email: jhyken@bulley.com
	Job Name: Murfreesboro Transit Center Job Location: 324 New Salem Hwy, Murfreesboro, TN
<p>Add a circuit and (6) duplex receptacles in Shell Room.</p> <p>Rough-in for Lanlink drops in Shell Room.</p>	
We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of..... ➔ Valid for 30 days from proposal	2,853.75
<p style="text-align: right;">Authorized Signature:  Thomas L Scalf 615-360-2300</p>	
<p>Acceptance of Proposal - The above prices, specifications, and conditions are of this Proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date: _____ Signature of Owner: _____</p>	

FORM FOR CONTRACTOR'S OR SUBCONTRACTOR'S COST ITEMIZATION

[illegible]



Telephone and Datacom Service Pathway and Wiring Specifications

Murfreesboro City

Job Name: Transit Center

324 New Salem Highway

Murfreesboro, TN 37129

3.17.25 (CO1001)

Section 1 – General Scope of Work

LanLink shall furnish all materials labor, services, purchasing, testing of completely installed systems, etc., that are required to provide the complete data and voice distribution network for the project as outlined below. Project will be managed by a BICSI Registered Communication Distribution Designer (RCDD) to ensure proper installation. LanLink has **RCDD** on full-time staff and installation will be completed by **BICSI** trained technicians. **LanLink lead technical staff are all BICSI Level 2 installers.** LanLink has included the federal requirement of the Davis Bacon Wage payment scale.

- Data/WAP/Cameras cables shall total (14)
- Coax Cables (3)
- HDMI's (3)
- Access Control Doors (1)
- LanLink shall install all the CommScope cat 6a cabling needed for complete installation.
- LanLink shall install all the CommScope RG6 from the TV location to the MDF.
- LanLink shall install all the Composite Cable from 1 door per plans back to MDF. We shall leave a 15' service loop for installation by security team.
- LanLink shall install 3 HDMI's from the display to the office desk in 3 rooms.
- LanLink shall install all the J-hooks needed to support the cabling to TIA standards.
- LanLink will provide 14- 1', 10' cat 6a patch cables for the rack side and station.
- This price is based upon empty, clean, dry conduits. (No water in conduit or floor boxes.) All data comm conduits shall have no more than three 90s or equal. Any data comm conduits over 20' shall have a pull string. All conduits shall have plastic bushing installed by EC.
- LanLink has priced this with normal working hours. (Mon-Fri 7am-5pm)
- LanLink has included one 55" Samsung Display in office 19 per Owner's request.

Work Station

- A. LanLink shall provide and install 8-pin, 8-conductor Category 6a jacks for all voice/data cables. Jacks are CommScope and Black in Color. These jacks shall be housed in a wall mounted plastic CommScope face plate. The face plates shall be Electric Ivory and labeled to reflect its corresponding patch port within the communications room. Any unused ports shall have blanks installed

Warranty

- LanLink can offer a 25-year Manufacturer warranty on this installation for all new cabling installed.

Project Completion

- Contractor's (LanLink's) work shall be considered complete after the following has been accomplished:

1. Installation is complete, all system testing has been completed and Contractor certifies in writing that the entire system is in working order.
2. All system labels have been put in place.
3. All construction debris and scrap materials have been removed from the premises.
4. All marked up record drawings have been returned to the Engineer.
5. The GC/Engineer has accepted the installation. Local Electrical has passed installation.
6. The Owner and/or his equipment vendor have accepted the system wiring in its entirety.
7. The testing logs in electronic and hard copy have been forwarded to the Owner.
8. As-Built Drawings with pathway and outlet label will be provided to the customer.

Exclusions

- LanLink has not included power poles.
- LanLink has not included PDUs. (These can be added to the project if requested.)
- LanLink has not included basket tray. If this would be requested, it can be added into the scope of work.
- LanLink has not included Cameras, WAPs, Outdoor WAPs.
- All Conduit Stub up Sleeves, Backboxes and Panduit needed shall be installed and provided by other
- LanLink has not included any cabling to the Driveway Entry Gates. Once more information on the needs for systems and cabling are finalized we will be able to give pricing for this system.
- LanLink has not included any Burg systems, Access Control System.

Testing

- A. The voice and data distribution network, upon completion of the installation, will be tested in its entirety. This testing will completely check each voice/data port from the outlet plate, through the wiring to the patch panel termination.
- B. Testing will encompass all system performance parameters of each port, including attenuation, continuity of wiring to D.C., N.E.X.T (near end cross talk), cable length, cable I.D., proper pair termination per E.I.A. standards, EMI content, etc., and all significant performance parameters related to TIA/EIA Cat 6a, most recent draft standards available.

Section 2 – Payment Terms and Pricing

Invoices will be generated on project progressive billing. Payment terms are Net 30. A Purchase Order and signed contract is required for quote to be processed.

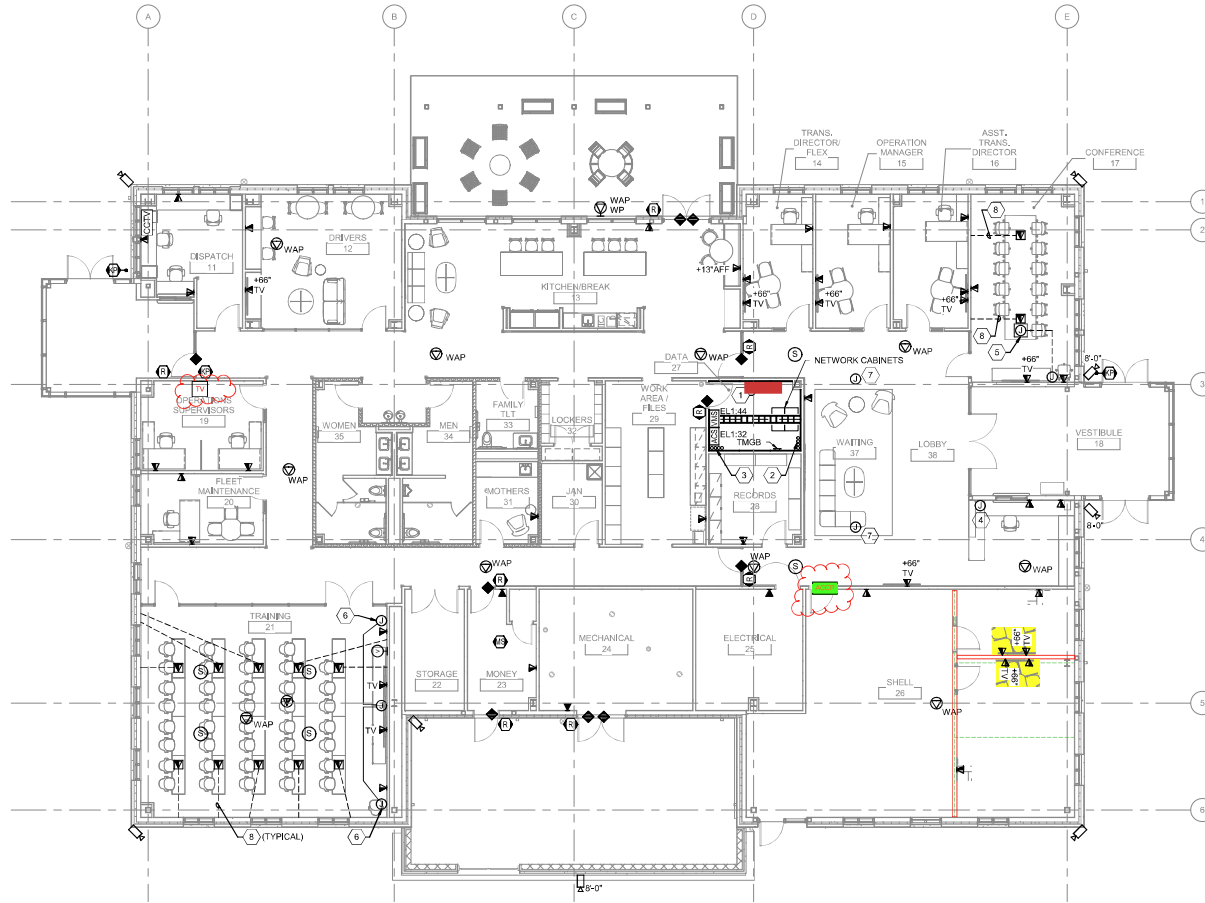
Total = \$12,556.79 (Tax included)

By signing below you are agreeing to the installation above and the payment terms set forth in the payment section. Work will begin upon acceptance of this contract.

_____ Authorized Signature _____ Date

Proposal is valid for 30 Days

1 2 3 4 5 6 7 8



TELECOMMUNICATIONS FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES:

1. FOR TELECOMMUNICATIONS PLYWOOD BACKBOARDS, PROVIDE 3/4" THICK FIRE-RESISTANT A/C GRADE PLYWOOD, MOUNT PLYWOOD 6" AFF AND EXTEND TO 8" AFF WITH 1/2" SIDE FACING OUT. ALL BACKBOARDS TO BE FINISHED WITH TWO COATS OF WHITE FIRE-RETARDANT PAINT. PROVIDE PLYWOOD AS SHOWN. TELECOMMUNICATIONS DATA ROOM TO HAVE PLYWOOD ON A MINIMUM OF THREE FULL WALLS.
2. NO SECTION OF CONDUIT TO CONTAIN MORE THAN TWO 90 DEGREE BENDS OR EQUIVALENT BETWEEN FULL POINTS.
3. HIGH AND LOW VOLTAGE CONDUIT TO BE PROVIDED UNDER THE ELECTRICAL CONTRACT.
4. LOCATE WAP OUTLET SO THAT IT HAS A MINIMUM OF 12" OF CLEARANCE ON ALL SIDES OF OUTLET BOX.
5. COORDINATE REQUIREMENTS FOR FLOOR BOXES WITH ELECTRICAL POWER PLAN.
6. MOUNT SECURITY CAMERAS AT 15'-0" UNO. CAMERAS SHOWN ON THIS PLAN ARE TO BE POWER-OVER-ETHERNET.

KEYNOTES:

- 1 TYPICAL - TELECOMMUNICATION PLYWOOD BACKBOARD.
- 2 PROVIDE FOUR 4" CONDUITS, ROUTE CONDUITS UNDERGROUND TO PROPERTY LINE OR EASEMENT. CONDUITS TO BE USED TO SERVE TELECOMMUNICATIONS SERVICE ENTRANCE EQUIPMENT.
- 3 PROVIDE FOUR 4" CONDUITS, TWO FOR TRANSIT PAVILION BUILDING AND TWO FOR BUS WASH BUILDING. ROUTE CONDUITS UNDERGROUND TO EACH BUILDING INDICATED. CONDUITS TO BE ROUTED PARALLEL AND WITHIN THE SAME DUCTBANK OF EACH BUILDING POWER DISTRIBUTION CONDUITS.
- 4 BACKBOX FOR GATE ACCESS INTERCOM AND BUZZER, PROVIDE 1" CONDUIT WITH PULLSTRING, ROUTE CONDUIT OVERHEAD TO GATE ACCESS CONTROL SYSTEM HEADEND EQUIPMENT.
- 5 PROVIDE FLUSH FLOOR MOUNTED JUNCTION BOX AND 1/4" C W PULLSTRING, FOR HDMI CONNECTION, ROUTE CONDUIT BELOW GRADE TO RECESSED MOUNTED JUNCTION BOX AS SHOWN.
- 6 PROVIDE RECESSED MOUNTED JUNCTION BOX AT LOCATION SHOWN. ROUTE 1/4" C W PULLSTRING OVERHEAD FOR HDMI CONNECTION TO JUNCTION AS SHOWN.
- 7 RECESSED CEILING MOUNTED JUNCTION BOX FOR WHITE NOISE DEVICE.
- 8 PROVIDE 1" CONDUIT FROM FLOOR BOX TO WALL AS INDICATED, CONDUIT TO RUN IN WALL VERTICALLY AND STUB-OUT 12" ABOVE ACCESSIBLE CEILING.

BM 360/10111992_Murfreesboro_MTC_Floor_Plan_2020/10111992-10E.rvt
4/18/2023 10:45:55 AM



ISSUE	DATE	DESCRIPTION
B	04/19/2023	ISSUED FOR BIDS (REVISED)
A	04/11/2023	ISSUED FOR BIDS

PROJECT MANAGER	JON C. HOLLER
Civil	M. TAYLOR
LANDSCAPE	A. SPATZ
STRUCTURAL	R. MACCAFERRI
ARCHITECTURAL	N. CORBETT
MECHANICAL	C. WORK
FIRE LIFE SAFETY	A. SENK
ELECTRICAL	E. CHINNIS
PROJECT NUMBER	10111992



CITY OF
MURFREESBORO
TRANSIT CENTER

ADMINISTRATION BUILDING
TELECOMMUNICATIONS AND SECURITY FLOOR
PLAN



FILENAME | 10111992-10E.rvt
SCALE | 1/8" = 1'-0"

SHEET
10E103

1

2

3

4

5

6

7

8

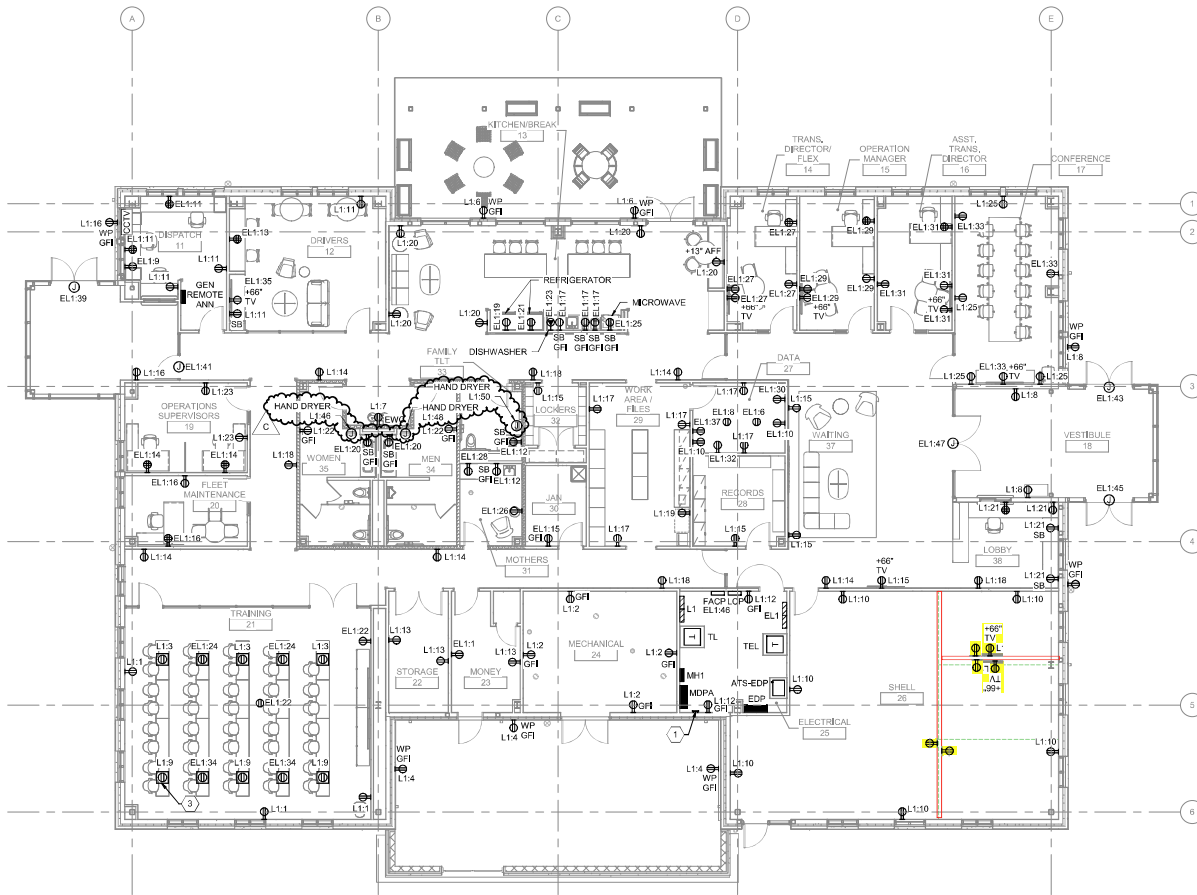


GENERAL NOTES:

1. MOUNT TV RECEPTACLES AT 48" UNO,

KEYNOTES: #

1. ELECTRICAL ROOM MAIN GROUND BAR, REFER TO "GROUND BUS MOUNTING DETAIL" AND SPECIFICATION FOR ADDITIONAL INFORMATION.
2. HIGH AND LOW VOLTAGE CONDUIT TO BE PROVIDED UNDER THE ELECTRICAL CONTRACT.
3. PROVIDE WIREMOLD RFB4-01-NA SERIES POWER/COMMUNICATION FOUR COMPARTMENT CAST IRON FLOOR BOXES WITH ACCESSORIES AS REQUIRED FOR COMPLETE INSTALLATION.



POWER FLOOR PLAN

1/8" = 1'-0"

BM 3607/1011992_Murfreesboro_MTC_Elec_A_Dwg_2020/1011992-10E.rvt
5/26/2023 11:25:00 AM



ISSUE	DATE	DESCRIPTION
C	05/24/2023	ADDENDUM #4
B	04/19/2023	ISSUED FOR BIDS (REVISED)
A	04/11/2023	ISSUED FOR BIDS

PROJECT MANAGER	JON C. HOLLER
CIVIL	M. TAYLOR
LANDSCAPE	A. SPATZ
STRUCTURAL	R. MACCAFFERRI
ARCHITECTURAL	N. CORBETT
MECHANICAL	C. WORK
FIRE LIFE SAFETY	A. SENK
ELECTRICAL	E. CHINNS
PROJECT NUMBER	1011992



**CITY OF
MURFREESBORO**

TRANSIT CENTER

**ADMINISTRATION BUILDING
POWER FLOOR PLAN**



FILENAME 10111992-10E.rvt
SCALE 1/8" = 1'-0"

SHEET
10E101



From | **Servant Fire Protection**
 820 Fesslers Parkway Ste#135
 Nashville TN 37210
 615-266-1300
<https://servantfire.com/>
 Business License #208942
 Alarm Contractor ID# 2134
 Fire Sprinkler Contractor
 ID#448

Quote No. | **2027357**
 Type | Installation
 Prepared By | Brian Goedde
 Created On | 01/03/2025

Quote For | **Rock City Construction**
 Murfreesboro Transit Center
 324 New Salem Highway
 Murfreesboro TN 37129

Description of Work

- Servant Fire Protection, LLC Proposes to modify existing wet pipe sprinkler system to accommodate Shell Buildout in **smaller** room 26 at **Murfreesboro Transit Center / Murfreesboro, TN**. We will do so by extending new piping from existing sprinkler system to new ceilings.

Servant Fire Will Provide:

- 4 white semi-recessed pendant sprinklers in new acoustical ceiling.
- All necessary material and labor.

Exclusions:

- Changes to the scope / Addendums from date of this proposal.
- Damage to installation by others (painting of sprinkler heads, etc.)
- Overtime and labor outside of normal working hours M-F (8a-5p)

Thank you for the opportunity. If you have any questions please reach out to me.

Brian Goedde

Servant Fire Protection, LLC 820

Fesslers Pkwy. Suite 135

Nashville, TN 37210

(615)266-1300 office

(423)650-7983 cell

<http://www.servantfire.com>

It is our privilege to serve you!

Services to be completed

[Sprinkler] Location - Building

Servant Fire Will Provide:

4 white semi-recessed pendant sprinklers in new acoustical ceiling.

SUBTOTAL	\$2,247.00
TAX @ 9.25%	\$39.96
GRAND TOTAL	\$2,286.96

Terms and Conditions

LIMITATION OF LIABILITY

Customer acknowledges that the Company is not an insurer of or against any potential or actual loss or damage to person or property, whether direct, incidental and/or consequential, that may occur in or at the premises. Company's total liability to customer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including negligence), strict liability, breach of warranty or other cause, shall not exceed \$250.00. Notwithstanding the foregoing sentence, under no circumstances shall Company be liable for any damages for loss of use, interruption of business, lost profits, revenue or opportunity, claims of third parties or for injury to persons or property or for any other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind or nature. If the Company is found liable for any loss or damage due to its gross negligence, the Company's liability shall not exceed \$7,500.00.

WAIVER OF SUBROGATION

In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and Company mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Company performs services and/or provides materials for Company. For purposes of this Section, all deductibles shall be considered insured losses. They further mutually agreed that their respective insurance companies shall have no right of subrogation against the other on account thereof.

INDEMNIFICATION

Customer agrees to indemnify, hold harmless, defend, and release the Company from liability and shall reimburse the Company for any liabilities, damages, losses or expenses (including but not limited to reasonable attorneys fees, expert fees, costs and litigation costs), injuries, claims, suits, judgments, and causes of action incurred by the Company in connection with any claims, suits, judgments and causes of action which relate to the products or services the Company provides. This indemnity includes claims brought by any third party, including, without limitation, Customers insurance company, whether the claim arises under contract, warranty, tort, or any other theory of liability.

WARRANTY DISCLAIMER

Except as provided in any specific warranty paragraphs, Company makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose. This agreement is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, or is in compliance with all applicable codes. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

CUSTOMER RESPONSIBILITIES

Customer shall be responsible for maintaining adequate heat throughout the facility to prevent freezing or damage to the existing fire sprinkler system. The customer understands and expressly acknowledges that fire protection systems are susceptible to damage by water intrusion, ice, or other conditions inside the piping that the Company cannot detect upon inspection. In the event that water, ice, or other conditions occur which render the fire protection system inoperable or damaged, Company expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges this warning, and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the customer to maintain its fire protection system, including but not limited to ensuring proper drainage. Failure to properly maintain or drain such systems may lead to breaks or other conditions that may render the fire protection system inoperable, or that damage to the system may result in injury, damage to property and loss of use.

ACKNOWLEDGEMENT OF WORK

Customer acknowledges that they agree to allow Company to perform work and will be responsible for any invoices or billings associated with the work performed. Customer agrees that any associated invoices or billings will be paid within terms. Customer representative is authorized to sign on behalf of Customer.

INTENT OF INSPECTION

This inspection/testing is not intended to be a code review, complete system or code compliance evaluation.

CONTRACTUAL LIMITATION PERIOD

Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Company's services and/ or materials provided to Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. Customer expressly waives any statutory and/or common law limitation period to the contrary.

LAW AND JURISDICTION

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Tennessee applicable to agreements made and to be performed entirely within such state, without regard to such states conflict of laws rules. Company and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Davidson County, Tennessee, and the courts to which an appeal therefrom may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The parties agree that either or both of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained Agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Legal

process in any proceeding may be served on any party anywhere in the world. SEVERABILITY. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

INTEGRATION

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



From | **Servant Fire Protection**
 820 Fesslers Parkway Ste#135
 Nashville TN 37210
 615-266-1300
<https://servantfire.com/>
 Business License #208942
 Alarm Contractor ID# 2134
 Fire Sprinkler Contractor
 ID#448

Quote No. | **2027356**
 Type | Installation
 Prepared By | Brian Goedde
 Created On | 01/03/2025
 Valid Until | 02/28/2025

Quote For | **Rock City Construction**
 Murfreesboro Transit Center
 324 New Salem Highway
 Murfreesboro TN 37129

Description of Work

- Servant Fire Protection, LLC Proposes to modify existing wet pipe sprinkler system to accommodate Shell Buildout in **larger** room 26 at **Murfreesboro Transit Center / Murfreesboro, TN**. We will do so by extending new piping from existing sprinkler system to new ceilings.

Servant Fire Will Provide:

- 8 white semi-recessed pendant sprinklers in new acoustical ceiling.
- All necessary material and labor.

Exclusions:

- Changes to the scope / Addendums from date of this proposal.
- Damage to installation by others (painting of sprinkler heads, etc.)
- Overtime and labor outside of normal working hours M-F (8a-5p)

Thank you for the opportunity. If you have any questions please reach out to me.

Brian Goedde

Servant Fire Protection, LLC 820

Fesslers Pkwy. Suite 135

Nashville, TN 37210

(615)266-1300 office

(423)650-7983 cell

<http://www.servantfire.com>

It is our privilege to serve you!

Services to be completed

[Sprinkler] Location - Building

Servant Fire Will Provide:

8 white semi-recessed pendant sprinklers in new acoustical ceiling.

SUBTOTAL	\$3,559.00
TAX @ 9.25%	\$79.92
GRAND TOTAL	\$3,638.92

Terms and Conditions

LIMITATION OF LIABILITY

Customer acknowledges that the Company is not an insurer of or against any potential or actual loss or damage to person or property, whether direct, incidental and/or consequential, that may occur in or at the premises. Company's total liability to customer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including negligence), strict liability, breach of warranty or other cause, shall not exceed \$250.00. Notwithstanding the foregoing sentence, under no circumstances shall Company be liable for any damages for loss of use, interruption of business, lost profits, revenue or opportunity, claims of third parties or for injury to persons or property or for any other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind or nature. If the Company is found liable for any loss or damage due to its gross negligence, the Company's liability shall not exceed \$7,500.00.

WAIVER OF SUBROGATION

In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and Company mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Company performs services and/or provides materials for Company. For purposes of this Section, all deductibles shall be considered insured losses. They further mutually agreed that their respective insurance companies shall have no right of subrogation against the other on account thereof.

INDEMNIFICATION

Customer agrees to indemnify, hold harmless, defend, and release the Company from liability and shall reimburse the Company for any liabilities, damages, losses or expenses (including but not limited to reasonable attorneys fees, expert fees, costs and litigation costs), injuries, claims, suits, judgments, and causes of action incurred by the Company in connection with any claims, suits, judgments and causes of action which relate to the products or services the Company provides. This indemnity includes claims brought by any third party, including, without limitation, Customers insurance company, whether the claim arises under contract, warranty, tort, or any other theory of liability.

WARRANTY DISCLAIMER

Except as provided in any specific warranty paragraphs, Company makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose. This agreement is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, or is in compliance with all applicable codes. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

CUSTOMER RESPONSIBILITIES

Customer shall be responsible for maintaining adequate heat throughout the facility to prevent freezing or damage to the existing fire sprinkler system. The customer understands and expressly acknowledges that fire protection systems are susceptible to damage by water intrusion, ice, or other conditions inside the piping that the Company cannot detect upon inspection. In the event that water, ice, or other conditions occur which render the fire protection system inoperable or damaged, Company expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges this warning, and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the customer to maintain its fire protection system, including but not limited to ensuring proper drainage. Failure to properly maintain or drain such systems may lead to breaks or other conditions that may render the fire protection system inoperable, or that damage to the system may result in injury, damage to property and loss of use.

ACKNOWLEDGEMENT OF WORK

Customer acknowledges that they agree to allow Company to perform work and will be responsible for any invoices or billings associated with the work performed. Customer agrees that any associated invoices or billings will be paid within terms. Customer representative is authorized to sign on behalf of Customer.

INTENT OF INSPECTION

This inspection/testing is not intended to be a code review, complete system or code compliance evaluation.

CONTRACTUAL LIMITATION PERIOD

Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Company's services and/ or materials provided to Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. Customer expressly waives any statutory and/or common law limitation period to the contrary.

LAW AND JURISDICTION

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Tennessee applicable to agreements made and to be performed entirely within such state, without regard to such states conflict of laws rules. Company and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Davidson County, Tennessee, and the courts to which an appeal therefrom may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The parties agree that either or both of them may file a copy of this Section with any court as written

evidence of the knowing, voluntary and bargained Agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world. SEVERABILITY. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

INTEGRATION

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

Above All Acoustics LLC
705 West Main St.
Elkton, KY 42220
(270) 839-2257
daryl@aaacoustics.net
aaacoustics.net

ABOVE ALL ACOUSTICS
 ABOVE ALL ACOUSTICS

PROPOSAL

12/18/2024

CLIENT

Rock City

PROJECT

**Murfreesboro
Transit**

INSTRUCTIONS

Acoustical Ceilings// Additional Rooms

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Room #1	Armstrong 9/16 2x2 grid system with #1912 Ultima 2x2 Tile	352sqft	\$2540.00
Room #2	Armstrong 9/16 2x2 grid system with #1912 Ultima 2x2 Tile	135sqft	\$1033.00
Room #3	Armstrong 9/16 2x2 grid system with #1912 Ultima 2x2 Tile	660sqft	\$5025.00
All Total			\$8598.00

QUOTE GOOD FOR 90

DAYS//SUBJECT TO A 6.5%

MATERIAL INCREASE AFTER 90

DAYS

PAYMENT TERMS NET 30

TAX .0925

RETAINAGE 10%

*SIGN:

*DATE:

SIGN: DARYL ANDERSON

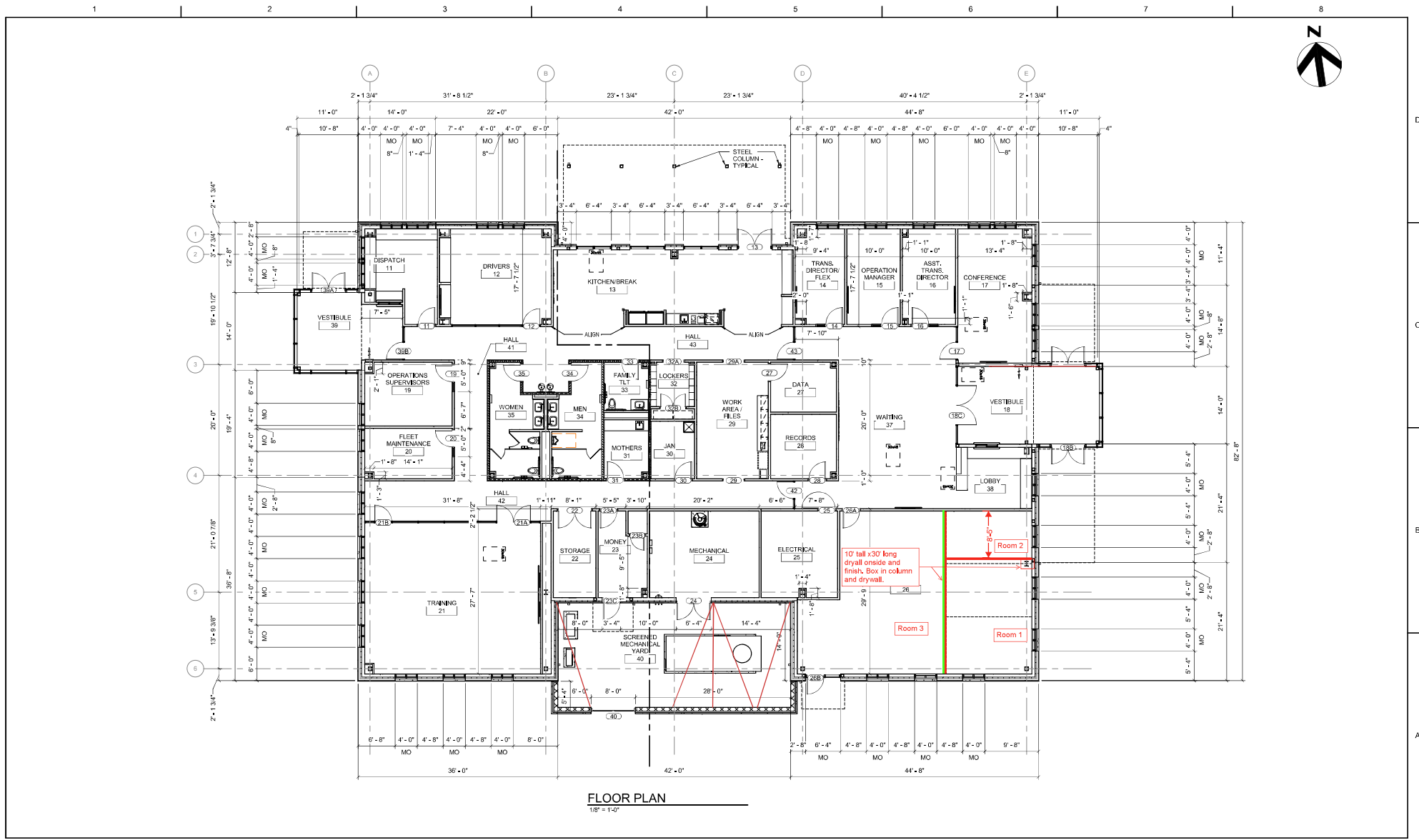
DATE: 12/18/2024

In order to do this
ceiling we would also
need price doing
additional Drywall
work

TOTAL DUE

\$8598.00

Thank you for your business!



FLOOR PLAN
1/8" = 1'-0"

BM 3601/0111992_Murfreesboro_MTC_Encr_A_Dwg_2020/0111992-10-A.rvt
4/18/2023 1:54:25 PM



ISSUE	DATE	DESCRIPTION
B	04/19/2023	ISSUED FOR BIDS (REVISED)
A	04/11/2023	ISSUED FOR BIDS

PROJECT MANAGER	JON C. HOLLER
CIVIL	M. TAYLOR
LANDSCAPE	A. SPATZ
STRUCTURAL	R. MACCAFERRI
ARCHITECTURAL	N. CORBETT
MECHANICAL	C. WORK
FIRE LIFE SAFETY	A. SENK
ELECTRICAL	E. CHINNIS
PROJECT NUMBER	10111992



CITY OF
MURFREESBORO
TRANSIT CENTER

ADMINISTRATION BUILDING
FLOOR PLAN - DIMENSIONED

0 1" 2"
SCALE 1/8" = 1'-0"
FILENAME 10111992-10-A.rvt
SHEET 10A102



Joe Hyken <jhyken@rockcityconstruction.com>

MTC - shell room & greenboard blackout

1 message

Casey Talley <casey@jnjinteriors.com>

Fri, Jan 3, 2025 at 2:06 PM

To: Joe Hyken <jhyken@rockcityconstruction.com>

Cc: Edgar Cole <ecole@rockcityconstruction.com>

Joe,

Paint (3) rooms in shell - \$2,550

- Walls
- Doors and door frames

Casey Talley [Paint Project Manager]

C: 615.509.7345

J&J Interiors, Inc.

2608 Grissom Drive | Nashville, TN | 37204

From: Joe Hyken <jhyken@rockcityconstruction.com>

Sent: Friday, January 3, 2025 1:41 PM

To: Casey Talley <casey@jnjinteriors.com>

Subject:

Thank you,



Jared Richards <jrichards@rockcityconstruction.com>

Shell Room Pricing request

Danny Pitts <dpitts@mccarthyjones.com>
To: Jared Richards <jrichards@rockcityconstruction.com>
Cc: Joe Hyken <jhyken@rockcityconstruction.com>

Tue, Jan 28, 2025 at 12:27 PM

\$3,150 + tax = \$3,441.38

2 ea. 3070 prefinished wood doors (flush doors; no lites/cutouts)

2 ea. (sets) hinges, locksets, Cormax cores, closers, kickplates, mop plates, wall stop (to match other offices in the building)

\$200 a door for install x2 **\$400**

No frames quoted.

Please let me know if you have any questions, Jared.



Danny Pitts

Sales Team Lead

650 Southgate Avenue
Nashville, TN 37203

Email: dpitts@mccarthyjones.com
Phone: 615-244-3208 x165220
Mobile: 615-956-5447



From: Jared Richards <jrichards@rockcityconstruction.com>
Sent: Monday, January 27, 2025 3:55 PM
To: Danny Pitts <dpitts@mccarthyjones.com>
Cc: Joe Hyken <jhyken@rockcityconstruction.com>
Subject: Shell Room Pricing request

--External Email--

Danny,



Jared Richards <jrichards@rockcityconstruction.com>

Shell room buildout

Justin Ford <jford@musiccityfloors.com>

Tue, Jan 28, 2025 at 9:12 AM

To: Jared Richards <jrichards@rockcityconstruction.com>

Cc: Joe Hyken <jhyken@rockcityconstruction.com>

Jared,

Got with Jon. Total for this area would be \$1,750. Let me know if you have any questions.

Thanks,

Justin Ford

Music City Floors, Inc.

2806 Dickerson Pike

Nashville, TN 37207

C: 615.415.7258

O: 615.891.7392

JFord@musiccityfloors.com



From: Jared Richards <jrichards@rockcityconstruction.com>

Sent: Monday, January 27, 2025 4:37 PM

To: Justin Ford <jford@musiccityfloors.com>

Cc: Joe Hyken <jhyken@rockcityconstruction.com>

Subject: Shell room buildout

Justin,

Will you give me a price for what it would cost to seal the concrete floor in the shell room area? Keep in mind that walls are constructed as shown by the red lines in the drawing attached.

CHANGE ORDER PRICING DETAIL

BECA Commercial Flooring	Murfreesboro Transit Center	1/30/2025
Shell Room Buildout Pricing - Room 1		

Scope of Work	QTY	UOM	Unit Cost	Total Line Amount	Total Amount
Materials / Miscellaneous					
RB-1: Johnsonite Traditional 4" Cove Base	2	Bx	\$83.16	\$166.32	
Base Adhesive 1-Gal	1	Pail	\$32.54	\$32.54	
Delivery	1	Ea	\$75.00	\$75.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Materials				\$273.86	
Taxes (9.75%)				\$26.70	
Subtotal				\$300.56	\$300.56
Labor					
Install Rubber Base	115	LF	\$0.60	\$69.00	
Mobilization	1	Ea	\$300.00	\$300.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Labor				\$369.00	
Subtotal				\$369.00	\$369.00
Equipment					
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Equipment				\$0.00	
Taxes (9.75%)				\$0.00	
Subtotal				\$0.00	\$0.00
Subtotal					\$669.56
Overhead 5%					\$33.48
Fee 0%					\$0.00
Total					\$703.04
Plus Subcontracted Work					\$0.00
Fee 0%					\$0.00
Total					\$703.04

CHANGE ORDER PRICING DETAIL

BECA Commercial Flooring	Murfreesboro Transit Center	1/30/2025
Shell Room Buildout Pricing - Rooms 2 & 3		

Scope of Work	QTY	UOM	Unit Cost	Total Line Amount	Total Amount
Materials / Miscellaneous					
RB-1: Johnsonite Traditional 4" Cove Base	2	Bx	\$83.16	\$166.32	
Base Adhesive 1-Gal	1	Pail	\$32.54	\$32.54	
Delivery	1	Ea	\$75.00	\$75.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Materials				\$273.86	
Taxes (9.75%)				\$26.70	
Subtotal				\$300.56	\$300.56
Labor					
Install Rubber Base	120	LF	\$0.60	\$72.00	
Mobilization	1	Ea	\$300.00	\$300.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Labor				\$372.00	
Subtotal				\$372.00	\$372.00
Equipment					
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Equipment				\$0.00	
Taxes (9.75%)				\$0.00	
Subtotal				\$0.00	\$0.00
Subtotal					\$672.56
Overhead 5%					\$33.63
Fee 0%					\$0.00
Total					\$706.19
Plus Subcontracted Work					\$0.00
Fee 0%					\$0.00
Total					\$706.19



CLIENT PROPOSAL #19593738

JARED RICHARDS: 324 New Salem Highway, Murfreesboro, TN, 37129

DATE ISSUED: 02/18/25 VALID THRU: 04/04/25

PO REFERENCE: RICHARDS, JARED

#	LOCATION	PRODUCT	QTY	UNIT	TOTAL
1	fleet maintenance 2	Hunter Douglas Contract Roller Shades Control System: Clutch Operated Control System Style: Bottom-Up Material Type: GSPB3 - GlacierScreen Plus 3% Basket Color: 101 - White/White	1	\$230.00	\$230.00
2	training 1	Hunter Douglas Contract Roller Shades Control System: Clutch Operated Control System Style: Bottom-Up Material Type: GSPB3 - GlacierScreen Plus 3% Basket Color: 101 - White/White	1	\$229.83	\$229.83
3	training 2	Hunter Douglas Contract Roller Shades Control System: Clutch Operated Control System Style: Bottom-Up Material Type: GSPB3 - GlacierScreen Plus 3% Basket Color: 101 - White/White	1	\$229.83	\$229.83
4	training 3	Hunter Douglas Contract Roller Shades Control System: Clutch Operated Control System Style: Bottom-Up Material Type: GSPB3 - GlacierScreen Plus 3% Basket Color: 101 - White/White	1	\$229.83	\$229.83



CLIENT PROPOSAL #19593738

JARED RICHARDS: 324 New Salem Highway, Murfreesboro, TN, 37129

DATE ISSUED: 02/18/25 VALID THRU: 04/04/25

PO REFERENCE: RICHARDS, JARED

#	LOCATION	PRODUCT	QTY	UNIT	TOTAL
5	training 4	Hunter Douglas Contract Roller Shades Control System: Clutch Operated Control System Style: Bottom-Up Material Type: GSPB3 - GlacierScreen Plus 3% Basket Color: 101 - White/White	1	\$229.71	\$229.71
6	training 5	Hunter Douglas Contract Roller Shades Control System: Clutch Operated Control System Style: Bottom-Up Material Type: GSPB3 - GlacierScreen Plus 3% Basket Color: 101 - White/White	1	\$229.83	\$229.83
7	training 6	Hunter Douglas Contract Roller Shades Control System: Clutch Operated Control System Style: Bottom-Up Material Type: GSPB3 - GlacierScreen Plus 3% Basket Color: 101 - White/White	1	\$229.83	\$229.83

Client Notes

Have Questions?

Contact your sales person Nick Spencer at (615) 545-1014

Client Name

Client Signature

Date

/ /

Total Qty	7
Client Subtotal	\$1,608.86
Tax (9.25%)	\$148.82
Installation (non-taxable)	\$155.30
Freight (non-taxable)	\$20.00
Client Total	\$1,932.98
Deposit	\$0.00
BALANCE DUE	\$1,932.98

TERMS:

- Due to the custom manufacturing, all sales are final. Customer is responsible for choice of product, style, color and controls. Customer agrees not to dispute any credit-card payments pertaining to this order.
- Brentwood Blind Co is not responsible for any uncontrollable light gaps caused by window treatments.
- Brentwood Blind Co shall not be liable for delays caused by strikes, weather, or other delays in obtaining goods beyond our control. This also includes any product delays or product backorders (see below).
- Brentwood Blind Co shall not be liable for damages due to misuse or abuse of furnished product. Products with manufacturing defects will be exchanged for the same product with the manufacturer bearing the cost, and customer acknowledges and consents to the possibility of an additional delay in cases of manufactured defects.
- The remaining amount due for the job is required the day of installation. In the event that customer defaults in the payment of or the performance of any of the terms of this agreement, customer shall be liable for all expenses, reasonable attorney fees, litigation costs, and damages incurred by the seller (Brentwood Blind Co) in the collection or enforcement of this contract.
- Product is covered by warranty. A service fee of \$150 will be required after 3 months from initial installation. Customer does have the choice to bring window treatment(s) into the gallery for repair and pick up once fixed, thus avoiding any service fees.
- In the wake of Covid-19, we are experiencing production and shipping delays. Please know that we share your frustration and commit to scheduling installation as soon as we receive your order. Currently, we expect a MINIMUM OF 8-10 WEEKS for production and delivery. Please note - these are only estimated lead times. We appreciate your continued patience with us and our manufacturer, Hunter Douglas, as we navigate unprecedented backlogged production, shipping, and delivery lead time.
- Please acknowledge wait times may exceed the estimated timeframe (see above) and may take longer than expected. Additionally, by signing below you are acknowledging you will not be able to cancel your order in the event of extended lead times.



PCO #042

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #042: Additional Fence and gate Hardware at Admin Building - (\$38,060)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	042 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	4/28/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Additional Fence and gate Hardware at Admin Building - (\$38,060)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #069 - Additional Fence at Admin Building

Additional fence requested around kitchen break grassy area admin building

ATTACHMENTS:

#	Budget Code	Description	Amount
1	02-02710.S FENCES & GATES		\$11,800.00
2	02-02710.S FENCES & GATES		\$22,800.00
3	88-83000.U FEE		\$3,460.00
4	88-82002.U OWNERS CONTINGENCY.Undefined		\$(38,060.00)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC
830 Crescent Centre Drive Suite 140
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



PROPOSAL

TO: Rock City Construction/Bulley Andrews

PROJECT: Additional Fence

LOCATION: Murfreesboro Transit Center

BID DATE: 04/23/25

We are pleased to submit our quotation to you covering the following items on the above project.
Our estimate of quantities are as follows:

Fence and Gates \$22,800.00

200 L.F. - 6' High Aluminum Ornamental Fence

2 Each - 5' Single Swing Gates

Proposal Includes: Materials X Labor Applicable Taxes Addendums
Prices Per "TERMS AND CONDITIONS OF SALE" on Back or Attached

Delivery Schedule 12-14 Weeks (Required Notification Time to Have Materials & Crews on Site)

Our above price based on the following conditions:
All Lines, Grades, Staking and Clearing Fence Lines BY OTHERS.

Acceptance: Upon receipt of signed copy from buyer.
This proposal when accepted by Lu, Inc. with approved
Credit becomes a contract between the two parties.

Submitted By : Doug McWhorter

Doug McWhorter

Customer's Signature _____ Date _____

Date: 04/23/25

P.O. Box 607 Kingston Springs, TN 37082 Phone (615)952-5501 Fax (615)952-9044 www.guiderrail.com



PROPOSAL

TO: Rock City Construction/Bulley Andrews

PROJECT: Panic Bar Assemblies

LOCATION: Murfreesboro Transit Center

BID DATE: 04/29/25

We are pleased to submit our quotation to you covering the following items on the above project.
Our estimate of quantities are as follows:

Panic Bar Assemblies \$11,800.00

2 Each - Panic Bars
2 Each - Panic Bar Plates
2 Each - Latch Guard Plates
4 Each - Expanded Metal @ Sides of Gates
2 Each - Gate Closers

Proposal Includes: Materials X Labor Applicable Taxes Addendums
Prices Per "TERMS AND CONDITIONS OF SALE" on Back or Attached

Delivery Schedule 3-4 Weeks (Required Notification Time to Have Materials & Crews on Site)

Our above price based on the following conditions:
Panic Bars Applied to Ornamental Pedestrian Swing Gates

Acceptance: Upon receipt of signed copy from buyer.
This proposal when accepted by Lu, Inc. with approved
Credit becomes a contract between the two parties.

Submitted By : Doug McWhorter

Doug McWhorter

Customer's Signature Date

Date: 03/19/25

P.O. Box 607 Kingston Springs, TN 37082 Phone (615)952-5501 Fax (615)952-9044 www.guiderrail.com

VALUE SERIES

V40

Rim Exit Device

The V40 Series rim exit device is secure and durable panic and fire exit hardware at an economical price. It is designed for use on all types of single and double doors with mullions. The patented mounting plate and strike locator system ensures the easiest and most accurate installation of panic hardware available.

ANSI 156.3 - 2008
Grade 1
Type 1

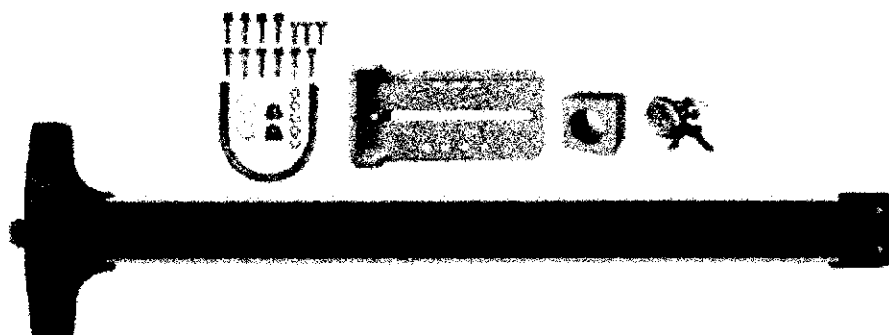
Standard V40 Rim Device accommodates wide stile doors, 4" or greater stile, and flush doors. For Narrow Stile doors, 2" to 2 1/2" stiles, specify V40xNS model which provides a 2" longer device and a lower profile strike.

Benefits

- Priced to be the best value for durable and attractive loss prevention panic hardware
- Patented mounting plate and strike locator replaces paper templates
- Minimal door prep saves time and money
- Fast and easy installation saves time and money
- Fits almost any door in any décor
- Outside trims are easily changed or rekeyed without removing device from door
- Angled end cap deflects damage away from device

Features

- Covers a 161 door prep
- Stainless steel, 3/4" deadlocking Pullman-type latch bolt
- Non-handed
- Field sizeable
- 1/8 turn hex key dogging
- Heavy-duty ribbed aluminum rail extrusion
- High impact ABS and anodized surfaces
- Withstands over 1400 pounds of static pull force for greater security
- Modular design accepts a variety of outside trims and functions
- Standard and narrow stile pull trims available
- Detex® Value Series® Exit Bar
- 24" Mounting Plate, Adjusts for 31" to 52" Gate Frame
- Adjustable Receiver Bracket for 3" O.D. Latch Post*
- Lock Box - Allows for Entry from Outside of Gate
- Key Cylinder with 2 Keys
- Pre-Drilled Holes for Exit Bar and Lock Box
- Stainless Steel Tek-Screws and Fasteners Included



DAC Industries, Inc.



1. Product Name

■ 6045 Superior Exit Bar Kit

2. Manufacturer

DAC Industries, Inc.
600 11th St NW.
Grand Rapids, MI 49504
Phone: 616-235-0140
800-888-9768
Fax: 616-235-2901
Email: info@dacindustries.com
Web: www.dacindustries.com

3. Product Description

Basic Use

Used on gates where emergency egress is needed. Typically used on outdoor storage areas, schools, outdoor seating areas and dangerous work environments.

The 6045 Superior Exit Bar Kit consists of:

- DETEX® exit bar*
- Adjustable receiver bracket
- Lock box
- Mounting plate
- Keyed cylinder w/two keys
- All required fasteners/screws

*DETEX is a registered trademark of the Detex Corporation.

Composition and Materials

Detex exit bar: anodized aluminum, has an acrylonitrile butadiene styrene (ABS) housing with a stainless steel latching bolt. ABS is a thermoplastic polymer.

Lock box: fabricated from 16 gauge steel. Black or silver.

Guard: fabricated from 16 gauge steel. Black or silver.

Adjustable receiver bracket: fabricated from A36 1/4 inch hot rolled, pickled and oiled (HRPO) steel. Black or silver.

Mounting plate: fabricated from electro-galvanized, 16 gauge hot-dipped, cold rolled A40 steel. Black or silver.

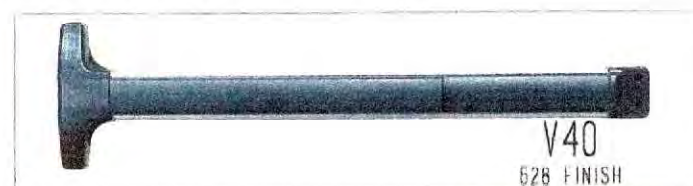
Benefits

Eliminates day-long fabrication. Provides a more finished appearance, and is both faster and simpler to install than a custom exit bar system fabrication.



Product Limitations

Check with local building codes before installation on swimming pool enclosures. Recommended for secondary emergency exit gates in pool fencing. Can be used in double gate installation with use of a lockable drop rod or removable center post, but works best on single gate application.





Grades

Detex panic bar Grade 1, Type 1.

Dimensions (W x H x D)

Detex exit bar: 36 or 48 x 8³/₈ x 3¹/₄ inches.

Lock box: 2 x 2 x 2 inches; (will accept rim type cylinder); also, IC housings available.

Guard: 24 x 4 inch plate; closes gap between gate post and gate frame.

Adjustable receiver bracket: one-inch optimal; adjustable for gate gaps from ³/₄–2 inches.

Mounting plates: 16 gauge 32–54 x 12 or 24 inches (W x H) (extension plates for up to 72 inches available).



Finishes

Silver or black powdercoat finish.

Special Features

Provides an easy way for contractors to install exit devices on multiple types of gates.

Accessories/Options

Additional guards, IC cylinder housing and keyed alike options available. Lever handles, mechanical combination locks and also electrified control trim lever handles available.

4. Technical Data

Applicable Standards

Americans with Disabilities Act (ADA)

- ADA 309.4 Operation

American National Standards Institute/Builders Hardware Manufacturers Association (ANSI/BHMA)

- ANSI 156.3 Grade 1 Type 1

ASTM International (ASTM)

- ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

National Fire Protection Association (NFPA)

- NFPA 80 Standard for Fire Doors and Other Opening Protectives
- NFPA 101 Life Safety Code®

Society of Automotive Engineers (SAE)

- AISI/SAE J403 1008/1010

Underwriters Laboratories International (UL)

- UL 305
- UL Listed Panic Hardware
- UL Listed Fire Exit Hardware for 3 hours, maximum 4 x 10 foot single doors and pairs of 4 x 8 feet with F90KR keyed removable Mullion



DAC Industries, Inc.

Approvals

- California State Fire Marshall 4140-0127:105 and 3725-0127:108
- State of Florida Approval FL90

5. Installation

DAC Industries, Inc. provides complete installation instructions upon request.

6. Availability and Cost

Availability

Contact DAC Industries, Inc.: www.dacindustries.com.

Cost

Contact DAC Industries, Inc. for pricing.

7. Warranty

DAC Industries Inc. provides a one year warranty against any defects in material or workmanship for all kit components. Detex Corporation provides a limited ten year mechanical warranty on the exit device.

8. Maintenance

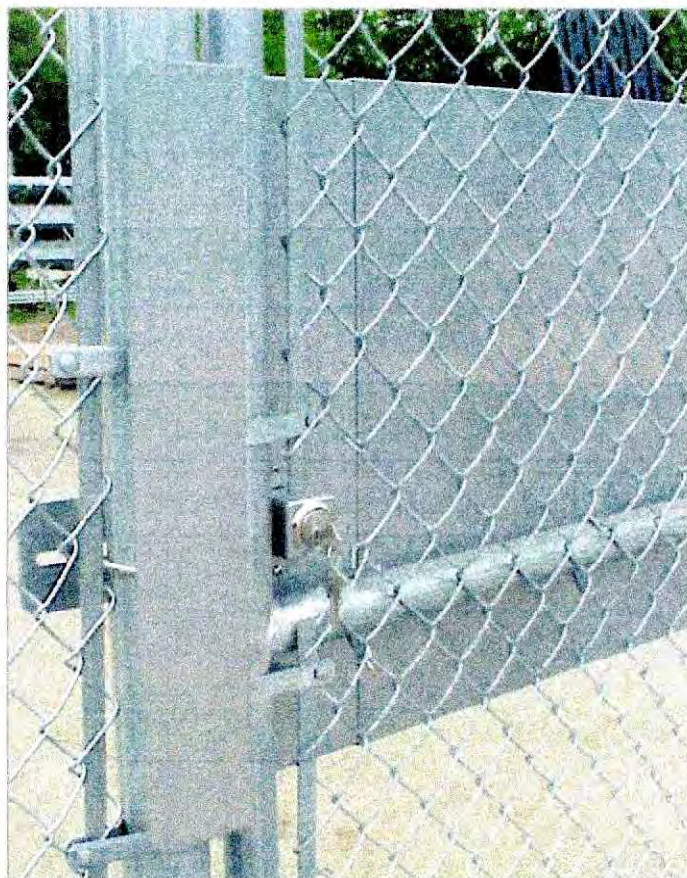
Periodically inspect and lubricate the unit to extend its life. Also, inspect to insure latch bolt is engaged properly.

9. Technical Services

DAC Industries, Inc. provides phone support: 800-888-9768.

10. Filing Systems

- CMD
- Additional product information is available from the manufacturer upon request ↗





PCO #043

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #043: Added low voltage connection at BMB for staff computer - (\$2,578.14)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	043 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (BULLEY & ANDREWS ROCK CITY LLC)
STATUS:	Draft	CREATED DATE:	4/28/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Added low voltage connection at BMB for staff computer - (\$2,578.14)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #070 - Added low voltage connection at BMB for staff computer
Russ Requested Added low voltage connection at BMB for staff computer

ATTACHMENTS:

#	Budget Code	Description	Amount
1	16-16700.S COMMUNICATIONS.Commitment		\$1,776.77
2	16-16000.S ELECTRICAL		\$567.00
3	88-83000.U FEE		\$234.37
4	88-82002.U OWNERS CONTINGENCY.Undefined		\$(2,578.14)
Grand Total:			\$0.00

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

BULLEY & ANDREWS ROCK CITY LLC
830 Crescent Centre Drive Suite 140
FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



Telephone and Datacom Service Pathway and Wiring Specifications

Murfreesboro City

Job Name: Transit Center

324 New Salem Highway

Murfreesboro, TN 37129

4.8.25 (CO1002)

Section 1 – General Scope of Work

LanLink shall furnish all materials labor, services, purchasing, testing of completely installed systems, etc., that are required to provide the complete data and voice distribution network for the project as outlined below. Project will be managed by a BICSI Registered Communication Distribution Designer (RCDD) to ensure proper installation. LanLink has **RCDD** on full-time staff and installation will be completed by **BICSI** trained technicians. **LanLink lead technical staff are all BICSI Level 2 installers.** LanLink has included the federal requirement of the Davis Bacon Wage payment scale.

- Data/WAP/Cameras cables shall total (2)
- LanLink shall install all the CommScope cat 6a cabling needed for complete installation.
- LanLink shall install all the J-hooks needed to support the cabling to TIA standards.
- LanLink will provide 4- 1', 10' cat 6a patch cables for the rack side and station.
- This price is based upon empty, clean, dry conduits. (No water in conduit or floor boxes.) All data comm conduits shall have no more than three 90s or equal. Any data comm conduits over 20' shall have a pull string. All conduits shall have plastic bushing installed by EC.
- LanLink has priced this with normal working hours. (Mon-Fri 7am-5pm)
- LanLink shall install cables to the existing rack and patch panel in IDF.
- LanLink will need the conduit pathway install from the IDF to the new station location. As this pathway is all cinder blocks.

Work Station

- A. LanLink shall provide and install 8-pin, 8-conductor Category 6a jacks for all voice/data cables. Jacks are CommScope and Black in Color. These jacks shall be housed in a wall mounted plastic CommScope face plate. The face plates shall be Electric Ivory and labeled to reflect its corresponding patch port within the communications room. Any unused ports shall have blanks installed

Warranty

- LanLink can offer a 25-year Manufacturer warranty on this installation for all new cabling installed.

Project Completion

- Contractor's (LanLink's) work shall be considered complete after the following has been accomplished:
 1. Installation is complete, all system testing has been completed and Contractor certifies in writing that the entire system is in working order.
 2. All system labels have been put in place.
 3. All construction debris and scrap materials have been removed from the premises.
 4. All marked up record drawings have been returned to the Engineer.

5. The GC/Engineer has accepted the installation. Local Electrical has passed installation.
6. The Owner and/or his equipment vendor have accepted the system wiring in its entirety.
7. The testing logs in electronic and hard copy have been forwarded to the Owner.
8. As-Built Drawings with pathway and outlet label will be provided to the customer.

Exclusions

- LanLink has not included power poles.
- LanLink has not included PDUs. (These can be added to the project if requested.)
- LanLink has not included basket tray. If this would be requested, it can be added into the scope of work.
- LanLink has not included Cameras, WAPs, Outdoor WAPs.
- All Conduit Stub up Sleeves, Backboxes and Panduit needed shall be installed and provided by other
- LanLink has not included any cabling to the Driveway Entry Gates. Once more information on the needs for systems and cabling are finalized we will be able to give pricing for this system.
- LanLink has not included any Burg systems, Access Control System.

Testing

- A. The voice and data distribution network, upon completion of the installation, will be tested in its entirety. This testing will completely check each voice/data port from the outlet plate, through the wiring to the patch panel termination.
- B. Testing will encompass all system performance parameters of each port, including attenuation, continuity of wiring to D.C., N.E.X.T (near end cross talk), cable length, cable I.D., proper pair termination per E.I.A. standards, EMI content, etc., and all significant performance parameters related to TIA/EIA Cat 6a, most recent draft standards available.

Section 2 – Payment Terms and Pricing

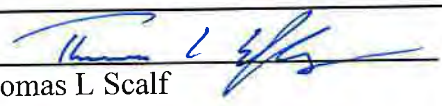
Invoices will be generated on project progressive billing. Payment terms are Net 30. A Purchase Order and signed contract is required for quote to be processed.

Total = \$1,776.77 (Tax included)

By signing below you are agreeing to the installation above and the payment terms set forth in the payment section. Work will begin upon acceptance of this contract.

_____ Authorized Signature _____ Date

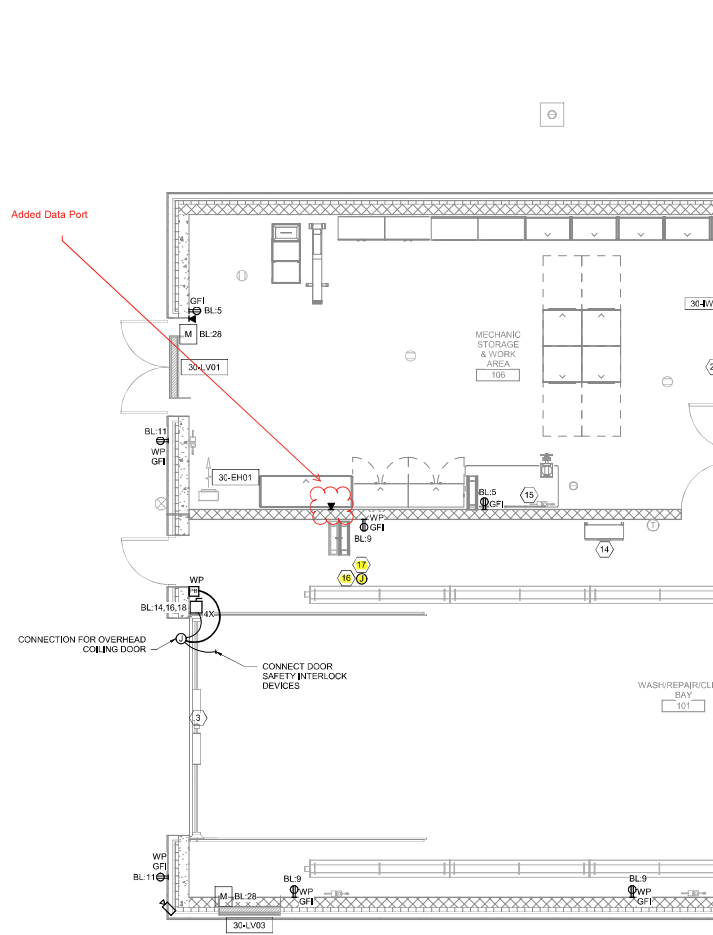
Proposal is valid for 30 Days

FAST ELECTRICAL CONTRACTORS, INC. 335 WILHAGAN ROAD NASHVILLE, TN 37217 (615) 360-2300 FAX (615) 399-1213	<h2 style="text-align: center;">Proposal</h2> <p style="text-align: center;">State License # 13756 Classification CE---UNLIMITED</p> <p style="text-align: center;">Expiration date 7-31-2025 Metro Nash. License # 250 Expiration date 3-31-2025</p>	
TO: Rock City Construction 830 Crescent Centre Dr #140 Franklin, TN 37067 Attn: Joe Hyken	Date: 4/8/25	
	Phone: 615-794-6691 Email: jhyken@bulley.com	
	Job Name: Murfreesboro Transit Center Job Location: Murfreesboro, TN	
Add rough-in for low volt port in Bus Maintenance Building.		
We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of..... ➔ Valid for 30 days from proposal	<h1>\$567</h1>	
<div style="text-align: right;"> Authorized Signature:  Thomas L Scalf 615-360-2300 </div>		
<p>Acceptance of Proposal - The above prices, specifications, and conditions are of this Proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date: _____ Signature of Owner: _____</p>		

FORM FOR CONTRACTOR'S OR SUBCONTRACTOR'S COST ITEMIZATION

[illegible]

1 2 3 4 5 6 7 8



POWER FLOOR PLAN
1/4" = 1'-0"

GENERAL NOTES:

- FOR MECHANICAL EQUIPMENT SHOWN ON PLAN, REFER TO MECHANICAL/ELECTRICAL COORDINATION SCHEDULE FOR POWER, CIRCUIT, AND DISCONNECT (SAFETY SWITCH) REQUIREMENTS.
- HIGH AND LOW VOLTAGE CONDUIT TO BE PROVIDED UNDER THE ELECTRICAL CONTRACT.
- MOUNT SECURITY CAMERAS AT 8' UNO.

KEYNOTES (8)

- MASTER CONTROL PANEL (MCP), 120V, 20A.
- MOTOR STARTER PANEL (MSP), 480V, 54A.
- PROVIDE (INDUCTION) LOOP DETECTOR SYSTEM FOR NOTED OVERHEAD DOOR. PROVIDE IN-GROUND ON BOTH SIDES OF THE OVERHEAD DOOR. LOOP DETECTOR SYSTEM TO BE POWERED FROM OVERHEAD DOOR.
- ELECTRICAL ROOM MAIN GROUND BAR, REFER TO "GROUND BUS MOUNTING DETAIL" AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- BOX FOR AN EXTERNAL ANTENNA. ROUTE CONDUIT THROUGH WALL TO THE INTERIOR.
- JUNCTION BOX FOR PHOTO EYE, SOURCE SENSOR, 24VDC. PROVIDE 1/2" CONDUIT WITH 2#16 FROM JUNCTION BOX TO MCP.
- JUNCTION BOX FOR HIGH AND LOW LEVEL FLOATS FOR SETTLING PIT, 24 VDC EACH. PROVIDE 1/2" CONDUIT WITH 3#16 FROM JUNCTION BOX TO MCP.
- JUNCTION BOX FOR PHOTO EYE, RECEIVER SENSOR, 24VDC. PROVIDE 1/2" CONDUIT WITH 3#16 FROM JUNCTION BOX TO MCP.
- JUNCTION BOX FOR SOLENOID VALVE FOR GANTRY BRUSH LUBE, 24 VDC. PROVIDE 1/2" CONDUIT WITH 2#16 FROM JUNCTION BOX TO MCP.
- JUNCTION BOX FOR HIGH AND LOW LEVEL FLOATS FOR RO REJECT TANK, 24VDC EACH. PROVIDE 1/2" CONDUIT WITH 3#16 FROM JUNCTION BOX TO MCP.
- JUNCTION BOX FOR LOW LEVEL FLOAT FOR RO TANK, 24 VDC. PROVIDE 1/2" CONDUIT WITH 2#16 FROM JUNCTION BOX TO MCP.
- JUNCTION BOX FOR HIGH LEVEL FLOAT FOR RO TANK, 24 VDC. PROVIDE 1/2" CONDUIT WITH 2#16 FROM JUNCTION BOX TO MCP.
- PROVIDE 1/2" CONDUIT WITH 4#16 FROM RO CONTROL PANEL (RCP), 480 VAC, 12 FLA TO MCP.
- PROVIDE 1" CONDUIT WITH 14#16 AND 1-ETHERNET CATEGORY 6A CABLE WIRL-45 CONNECTORS FROM REMOTE HM PANEL, 24 VDC, TO MCP.
- JUNCTION BOX FOR ENERGY CHAIN/FEET/STOCK CONNECTION, 24 VDC. PROVIDE 1" CONDUIT WITH 4#16 AND 1-ETHERNET CATEGORY 6A CABLE WIRL-45 CONNECTORS FROM JUNCTION BOX TO MCP.
- PROVIDE 1/2" CONDUIT WITH 3#12, 1#12G FROM JUNCTION BOX TO MSP.
- JUNCTION BOX FOR (2) SOLENOID VALVES FOR GANTRY CHEMICAL, 24 VDC. PROVIDE 1/2" CONDUIT WITH 2#16 FROM JUNCTION BOX TO MCP.
- JUNCTION BOX FOR SOLENOID VALVE FOR RO REJECT FRESH WATER MAKE-UP, 24 VDC. PROVIDE 1/2" CONDUIT WITH 2#16 FROM JUNCTION BOX TO MCP.
- PROVIDE 1/2" CONDUIT WITH 8#16 FROM MSP TO MCP.
- PROVIDE 1/2" CONDUIT WITH 3#12, 1#12G FROM CHEMICAL PUMP, ROS-P3, 3 HP, 480 VAC, TO MSP.
- PROVIDE 1/2" CONDUIT WITH 3#12, 1#12G FROM CHASSIS PUMP, ROS-P3, 10 HP, 480 VAC, TO MSP.
- PROVIDE 1/2" CONDUIT WITH 3#12, 1#12G FROM RO RINSE PUMP, ROS-P4, 1.5 HP, 480 VAC, TO MSP.
- JUNCTION BOX FOR SOLENOID VALVE FOR SETTLING PIT FILL, 24 VDC. PROVIDE 1/2" CONDUIT WITH 2#16 FROM JUNCTION BOX TO MCP.
- PROVIDE 1/2" CONDUIT WITH 4#16 AND 1-ETHERNET CATEGORY 6A CABLE WIRL-45 CONNECTORS FROM EQ CONTROL PANEL (EQP) TO MCP.

BM 360/1011992_Murfreesboro_MTC_Plan_A_Dwg_20201011199204E.rvt
5/2/2023 11:18:19 AM



ISSUE	DATE	DESCRIPTION
C	05/24/2023	ADDENDUM #4
B	04/19/2023	ISSUED FOR BIDS (REVISED)
A	04/11/2023	ISSUED FOR BIDS

PROJECT MANAGER	JON C. HOLLER
Civil	M. TAYLOR
LANDSCAPE	A. SPATZ
STRUCTURAL	R. MACCAFFERRI
ARCHITECTURAL	N. CORBETT
MECHANICAL	C. WORK
FIRE LIFE SAFETY	A. SENK
ELECTRICAL	E. CHINNIS
PROJECT NUMBER	10111992



CITY OF
MURFREESBORO
TRANSIT CENTER

BUS MAINTENANCE BUILDING
POWER FLOOR PLAN

0 1" 2"	FILENAME	10111992-30E.rvt
	SCALE	1/4" = 1'-0"

SHEET
30E101

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

Item Title: Pension Committee

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

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

Summary

Appointment to eligible individuals to serve on the Pension Committee.

Recommendation

Appoint the following individual filling to the terms listed below:

Member	Expiration
Alan Bozeman	06/01/2028

Background Information

The Committee interprets and carries out the provision of the Pension Plan of the City of Murfreesboro, settling any disputes which may arise regarding the rights of participants in the Pension Plan. As established by City Code, § 10.01, there are seven appointed members with at least two of whom are participants in the Pension Plan, and members serve 3-year terms.

Council Priorities Served

Engaging Our Community

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

COUNCIL COMMUNICATION

Meeting Date: 05/22/2025

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
San Marcos Taqueria 2, LLP	San Marcos Taqueria 2	206 n Thompson Ln	On-Premises	Restaurant	New Location
Lucky 7 Foods, LLC	El Toro	1006 Memorial Blvd	On-Premises	Restaurant	Ownership Change

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Kennerly Family History Group	05/31/2025	Appreciation Celebration	405 S Maney Ave
Kennerly Family History Group	06/28/2025	Appreciation Celebration	405 S Maney Ave
Kennerly Family History Group	07/25/2025	Kennerly Family Block Party	405 S Maney Ave
Kennerly Family History Group	09/29/2025	17 th Annual Family Party	405 S Maney Ave

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	San Marcos Taqueria 2, LLP
Name of Business	San Marcos Taqueria 2
Business Location	206 N Thompson Ln Ste D
Type of Business	Restaurant
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> X </u>
LLC	<u> </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Macky Lattanavong
Age	25
Residency City/State	Murfreesboro/TN
Race/Sex	Asian/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
--	-----

Occupancy Application Approved?	No
--	----

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Lucky 7 Foods LLC
Name of Business	El Toro
Business Location	1006 Memorial Blvd
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Permit Type Change	_____
Corporation	_____
Partnership	_____
LLC	_____ X _____
Sole Proprietor	_____

5% or more Ownership

Name	Devindra Patel
Age	33
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/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.
Name	Samir Patel
Age	36
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization
Organization Address

Kennerly Family History Group
314 Rolling Road
Shelbyville, TN 37160

Event Location
Event Date
Event Time
Period for Beer to be Served
Nature and Purpose of Event
Approximate Number of Persons Expected to Attend

405 S Maney Ave
5/31/2025
11:00 a.m. until 11:45 p.m.
12:00 a.m. until 11:30 p.m.
Appreciation Celebration
100

Event Location
Event Date
Event Time
Period for Beer to be Served
Nature and Purpose of Event
Approximate Number of Persons Expected to Attend

405 S Maney Ave
6/28/2025
7:00 p.m. until 11:45 p.m.
7:00 p.m. until 11:00 p.m.
Appreciation Celebration
100

Event Location
Event Date
Event Time
Period for Beer to be Served
Nature and Purpose of Event
Approximate Number of Persons Expected to Attend

405 S Maney Ave
7/25/2025
6:00 p.m. until 11:45 p.m.
8:30 p.m. until 11:30 p.m.
Kennerly Family Block Party
100

Event Location
Event Date
Event Time
Period for Beer to be Served
Nature and Purpose of Event
Approximate Number of Persons Expected to Attend

405 S Maney Ave
9/29/2025
8:00 p.m. until 11:45 p.m.
9:00 p.m. until 11:30 p.m.
17th Annual Family Party
100

Application Completed Properly?

Yes

Internal Revenue Letter Provided?

Yes

The actual beer application is available in the office of the City Recorder.

No Items.

