

MURFREESBORO CITY COUNCIL
Workshop Meeting Agenda
Airport Business Center – 11:30 AM
June 12, 2025

Public Comment on Actionable Agenda Items

Action Items

1. Sponsorship Ordinance 25-O-01 (2nd and Final Reading) (Administration)
2. Stormwater Budget Fee Resolutions (Water Resources)
 - a. Resolution 25-R-16
 - b. Resolution 25-R-07
3. Housing Rehabilitation – 923 Harrison Avenue (Community Development)
4. Retail Liquor Certificate of Compliance - Boro Liquors - Location Change (Finance)

Workshop Items

5. Tennessee College of Applied Technology Auto Body Collaboration (Street)
6. Oxford, MS Downtown Activation Research (Planning and Building and Codes)
7. Cherry Lane Corridor Area Plan-Project (Administration)
8. Review of Land Swap with Swanson Development LP for Fire Station #13 (Administration)
9. CIP Transfers (Finance)
10. April 2025 Dashboard (Administration)

Board & Commission Appointments

Licensing

11. Beer permits (Finance)

Payment of Statements

Other Business

Adjourn

MURFREESBORO CITY COUNCIL
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Council Chambers – 11:30 AM
June 12, 2025

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COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

Item Title: Sponsorship Ordinance
[Second Reading]

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: 06/12/2025

Item Title: Stormwater Budget & Fee Resolutions

Department: Water Resources

Presented by: Valerie Smith/Doug Swann

Requested Action:

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

Summary

Consider FY26 stormwater budget resolution and stormwater fee resolution. The fee resolution proposes an increase to fund anticipated capital improvement projects.

Staff Recommendation

Approve the FY26 Stormwater DRAFT Budget Resolution 25-R-16 and Fee Resolution 25-R-07. The Water Resources Board recommended approval of this matter on May 27, 2025.

Background Information

The Stormwater fund was implemented in 2008 and is independent of the Water and Sewer budget. It has been funded from revenue based on a user fee of \$3.25 per single family equivalent per month. The fund will be in its eighteenth year in FY26 with no rate increases. The fee generated approximately \$2,500,000 in 2010 and has steadily grown by approximately \$73,250 per year and generated approximately \$3,450,000 in 2024.

Operation expenses are budgeted at \$3,384,420, stormwater repair and replacement at \$250,000, and rate funded capital expenditures at \$475,000. The anticipated excess funds above operating expenses and rate funded capital expenditures are \$40,580. Funding the capital improvement plan, and specifically for Old Fort Park Ballfield Renovations, Town Creek Daylighting and Mall Circle Drive Drainage Renovations alone will drop the stormwater fund balance to around \$276,000. Given this expectation, staff is recommending increasing the stormwater fee from \$3.25 per single family residential equivalent per month to \$3.50 in FY26 and \$3.75 in FY27. This is an increase of 7.6% and 7.1%, respectively and equate to \$0.25 per month or \$3 per year per residence for the next 2 years.

The other options available are to modify the stormwater fund financial policies to eliminate a secured fund balance or allow the stormwater fund to incur debt for capital projects.

Council Priorities Served

Responsible Budgeting

Development and implementation of a viable plan for handling of upcoming stormwater funded projects is critical to responsibly budgeting for the future provision of this utility service to residents in a cost-effective manner.

Fiscal Impacts

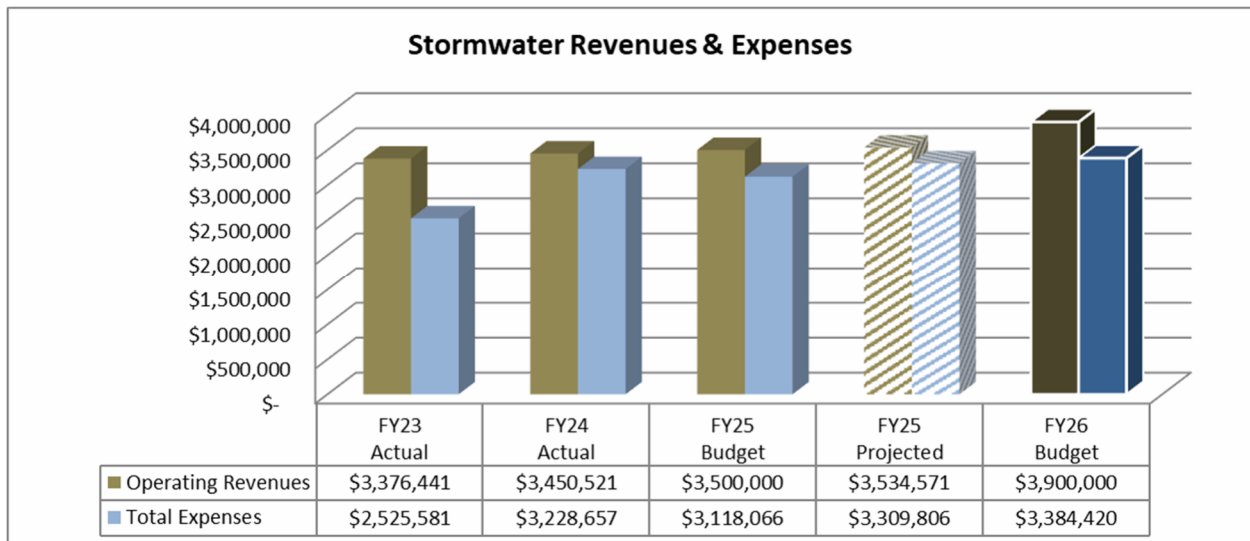
Adopting the monthly fee increase, or \$0.25 for both FY26 and FY25, would afford a revenue increase of approximately \$340,000 in FY26 and \$350,000 in FY27, assuming future growth remains consistent with past growth.

Attachments

1. Stormwater Budget & Fee Report
2. Stormwater Fee Resolution 25-R-16
3. Stormwater Budget Resolution 25-R-07

Stormwater Budget & Fee Report

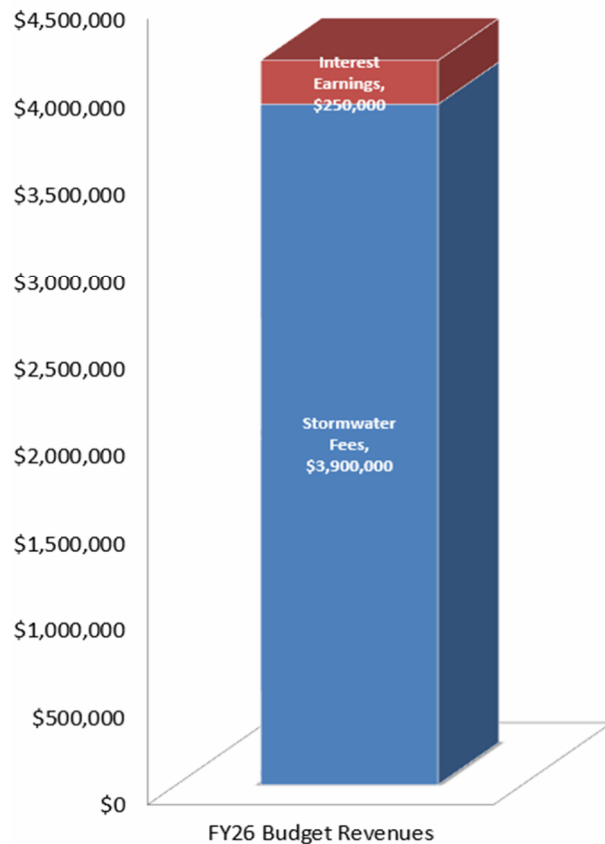
The chart below shows the revenues compared to expenses since 2023. The fee has grown by approximately \$70,000 each year through new commercial, industrial and residential development within the City. That is equal to approximately 1,795 single family unit equivalents annually. The average impervious square footage, which remains the same, is equal to 3,470 square feet per single family unit, which equates to the City adding approximately 143 acres of imperviousness annually. These impervious areas have been required to meet the City's permanent stormwater runoff treatment standards since 2008.



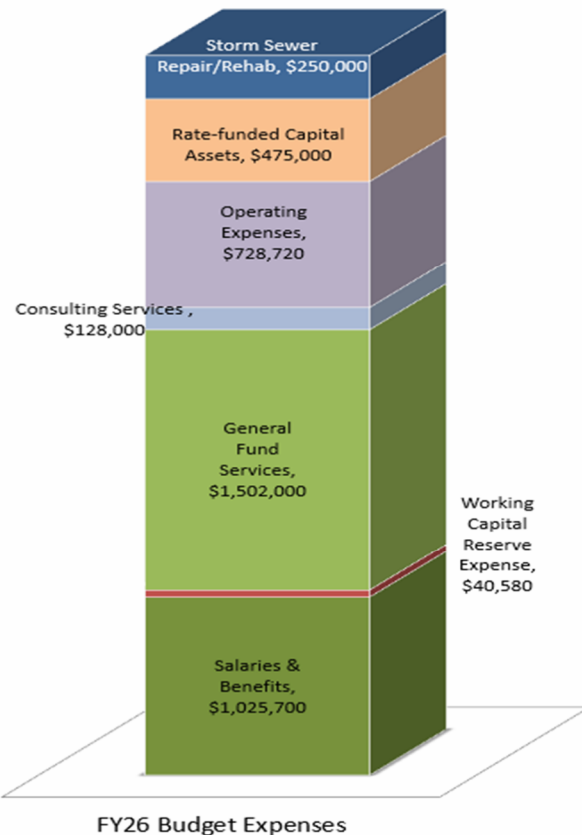
The Stormwater Fund budget is independent of the Department budget. It is funded from revenue based on a user fee of \$3.25 per single family equivalent. The fund will be in its eighteenth year in FY26 with no increases. The fee generated approximately \$2,500,000 in 2010 and has steadily grown by approximately \$70,000 per year and generated approximately \$3,450,000 in 2024.

Operation revenues are budgeted at \$3,900,000 and expenses are budgeted at \$3,384,420, stormwater repair and replacement at \$250,000, and rate funded capital expenditures at \$475,000. The anticipated excess funds above operating expenses and rate funded capital expenditures are \$40,580.

FY26 Stormwater Revenues



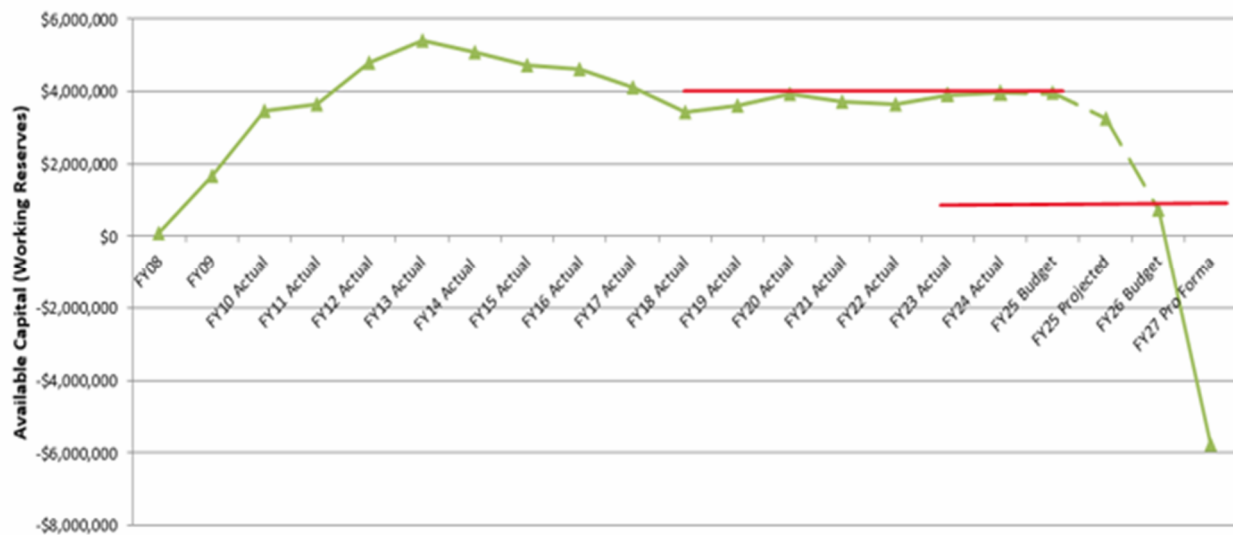
FY26 Stormwater Expenses



The stormwater fund has developed a Capital Improvements Plan, currently totaling \$9,304,000 from FY25 through FY29. The reserve balance for the stormwater fund has stayed around \$4,000,000 since 2017 through 2024 with no net increase. Financial policies for the stormwater enterprise fund were adopted by the Water Resources Board and City Council on May 21, 2013 and July 11, 2013, respectively. An amendment to these policies was approved in FY18 to allow the minimum working reserve balance to be lowered to no less than three (3) months of operating expenses, or approximately \$800,000 for FY26.

In the past, the City has deferred several projects to keep the reserve balance from dipping below the 12-month operating expense threshold; however, three significant projects coming up over the next two years are expected to drop the fund balance below the 3-month secured amount of \$800,000.

Stormwater Working Capital Reserve Balance FY08 to FY26

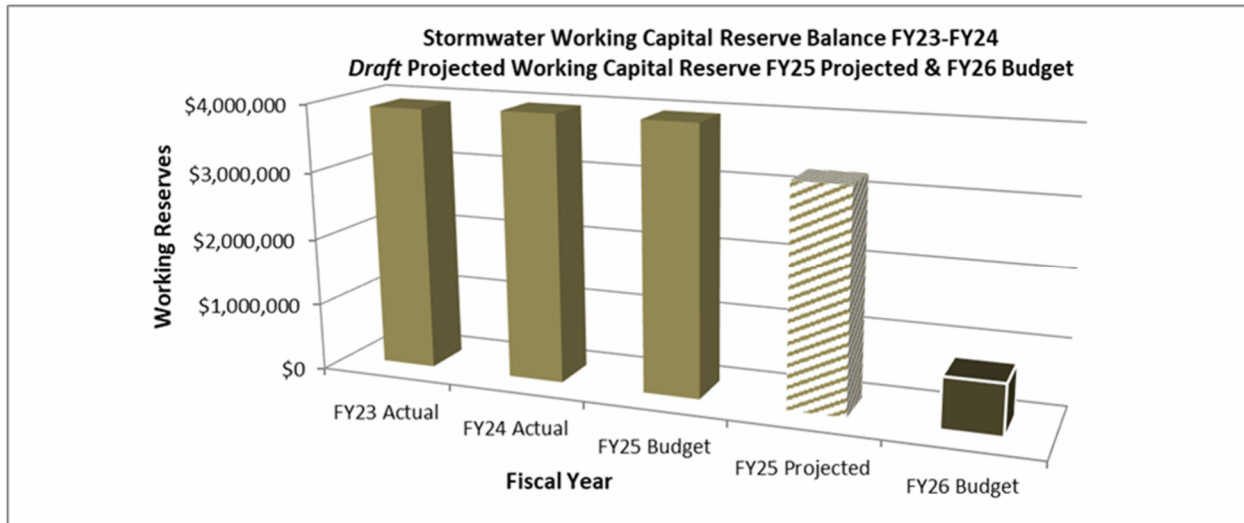


Funding of these three projects alone will drop the stormwater reserve fund balance to around \$276,000. Given this expectation, staff is recommending increasing the stormwater fee from \$3.25 per single family residential equivalent per month to \$3.50 in FY26 and \$3.75 in FY27. This is an increase of 7.6% and 7.1%, respectively and equate to \$0.25 per month or \$3 per year per residence for the next 2 years. These increases are projected to increase revenues by approximately \$340,000-\$350,000 annually for the next 2 years, assuming future growth remains consistent with past growth.

The other options available are to modify the stormwater fund financial policies to eliminate a secured fund balance or allow the stormwater fund to incur debt for capital projects.

**Preliminary Draft 5-YR CAPITAL IMPROVEMENTS PLAN (CIP)
STORMWATER UTILITY FUND, FY25-29**

NO.	PROJECT	Originator	2024-2025 2025 FY	2025-2026 2026 FY	2027-2028 2027 FY	2028-2029 2028 FY	2029-2030 2029 FY	TOTAL
			<i>Projected</i>					
	Neighborhood Projects (NP)							
NP-1	Memorial Blvd / Haynes Dr. Drainage Improvements	City Eng		\$270,000				\$270,000
NP-2	Mitchell-Nielson Drainage Project	City Eng						\$0
NP-3	Huntwood/Leaf Ave Neighborhood Drainage Imp.	City Eng						\$0
NP-4	Southern Meadows / Kimbro Woods Drainage Imp.	City Eng			\$250,000	\$250,000		\$500,000
NP10	Berkshire Drainage Improvements	City Eng						\$0
NP-11	Downtown Drainage Improvements	City Eng		\$100,000				\$100,000
NP-13	Puckett Creek Flood Study	DS/City Eng	\$150,000	\$150,000				\$300,000
NP-14	Constantine / Old Salem box	City Eng	\$320,000					\$320,000
NP-16	Bushman Creek Flood Study Update	City Eng		\$150,000	\$150,000	\$150,000		\$450,000
NP-17	Regency Park/Tower Springs Drainage Improvements	City Eng		\$250,000	\$250,000	\$150,000		\$650,000
NP-18	Tomahawk Trace		\$300,000					\$300,000
NP-19	Cherrywood Si/D - Hardwood Drive			\$150,000	\$150,000			\$300,000
	Subtotal		\$770,000	\$1,070,000	\$800,000	\$550,000	\$0	\$3,190,000
	Water Quality Improvement (Compliance) Projects (WQ)							
WQ-2	Molloy Lane Water Quality Pond	MWRD					\$200,000	\$200,000
WQ-3	Rosebank Springs Constructed Wetlands	City Eng			\$165,000	\$115,000		\$280,000
WQ-5	West Fork Stones River at Cason Trail; bank repair	MWRD		\$160,000				\$160,000
WQ-7	Sinking Creek Headwater protection BMP	MWRD/Eng			\$50,000	\$150,000	\$150,000	\$350,000
WQ-9	Hooper's Bottom Regional Water Quality Project	City Eng			\$150,000	\$175,000		\$325,000
WQ-16	Downtown planter box retrofits study/project	MWRD		\$75,000	\$75,000	\$75,000		\$225,000
WQ-17	Old Fort Park Ballfield/Parking/Stormwater Renovations	MWRD/MPRD		\$374,000				\$374,000
WQ-19	Oaklands Natural Walkway (Preservation)	MPRD			\$150,000			\$150,000
WQ-20	Oakland Court street-side rain gardens	MWRD/Eng						\$0
WQ-21	Restoration of City SCM's			\$100,000	\$100,000	\$100,000		\$300,000
WQ-22	Salem Cover Crossing Pond			\$100,000				\$100,000
	Subtotal		\$0	\$809,000	\$690,000	\$615,000	\$350,000	\$2,464,000
	Public Drainage/Streets Participation Projects (PD)							
PD-2	Town Creek Conveyance (Murfree Springs to Cannonsburgh)	City Eng		\$1,500,000	\$750,000			\$2,250,000
PD-5	Tyne Street Drainage Improvements	ENGR/Street						\$0
PD-6	Walter Hill Drainage Improvements	MPRD		\$300,000				\$300,000
PD-7	Mall Circle Dr. Drainage Renovation	City Eng			\$1,100,000			\$1,100,000
	Subtotal		\$0	\$1,800,000	\$1,850,000	\$0	\$0	\$3,650,000
	Totals		\$ 770,000	\$ 3,679,000	\$ 3,340,000	\$1,165,000	\$ 350,000	\$ 9,304,000



RESOLUTION 25-R-16 amending the base rate for the stormwater user fee.

WHEREAS, Murfreesboro City Code, Chapter 27.5. Stormwater Management, Article III. Stormwater Utility and User Fees, created a stormwater management utility to be funded in part by stormwater user fees; and,

WHEREAS, Murfreesboro City Code §27.5-41 establishes the single family residential unit (SFU) method of measurement to be used along with the base rate to calculate the stormwater user fee; and

WHEREAS, Murfreesboro City Code §27.5-43 provides the City Council shall establish the base rate for the purposes of calculating the stormwater user fee; and,

WHEREAS, Murfreesboro City Code §27.5-43 further provides the base rate shall be calculated to ensure adequate revenues to fund the costs of stormwater management and to provide for the operation, maintenance, and capital improvements of the City’s stormwater utility system; and,

WHEREAS, the City has determined that an increase in the base rate is necessary to ensure adequate revenue to fund the costs of stormwater management and to provide for the operation, maintenance, and capital improvements of the City’s stormwater utility system; and

WHEREAS, T.C.A. §68-221-1107 and Murfreesboro City Code §27.5-40 provide that public notice shall be given at least thirty (30) days in advance of City Council consideration of establishing a stormwater base rate and said notice was published in the *Murfreesboro Post* on May 13, 2025.

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

SECTION 1. The base rate for a single-family residential unit (SFU) for the stormwater user fee shall be \$3.50 per month.

SECTION 2. This Resolution shall be effective on July 1, 2025, 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:


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Adam F. Tucker
City Attorney

RESOLUTION 25-R-07 approving the budget of the Stormwater Utility Management Fund for the Fiscal Year 2026 (hereafter “FY2026”).

WHEREAS, the Murfreesboro Water Resources Board recommended a proposed Stormwater Utility Management Fund budget to the City Council; and,

WHEREAS, the City Council conducted a public hearing on the budgets of the City and its departments and funds.

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

SECTION 1. The budget of the Stormwater Utility Management Fund for the FY2026, as adopted and recommended by the Water Resources Board on May 27, 2025, and as subsequently amended by staff to correct errors and incorporate changes approved by the City Council, is hereby approved. A synopsis of the budget is attached as Exhibit A and incorporated herein as if copied verbatim. This approval shall be effective as of July 1, 2025, any Resolution or part of any Resolution which is in conflict with any provision in this Resolution is hereby repealed.

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

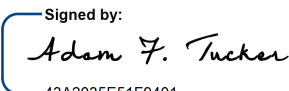
Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:


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Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

Item Title: Housing Rehabilitation – 923 Harrison Avenue

Department: Community Development

Presented by: Robert Holtz, Director of Community 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 rehabilitation assistance through the Community Development Housing Rehabilitation program..

Staff Recommendation

Approve the expenditure from CDBG funds for down payment assistance.

Background Information

The residence at 923 Harrison Avenue requires rehabilitation to repair floor and wall systems that have decayed. David Underhill Construction is the lowest responsible bidder at \$38,520. The Community Development Department Policy and Procedures Manual requires we seek city council approval for rehabilitation projects over \$25,000.

Council Priorities Served

Responsible Budgeting

Utilizing federal funds to provide community-based assistance is a cost-effective means of address the needs of the community.

Fiscal Impact

The \$38,520.00 expense is fully funded by the Community Development Block Grant.

Attachments

Contract for rehabilitation.

MURFREESBORO COMMUNITY DEVELOPMENT DEPARTMENT CONTRACT FOR REHABILITATION CDBG

GRANTEE: City of Murfreesboro, Tennessee, acting through its Community Development Department, hereinafter referred to as "CITY."

THIS CONTRACT FOR REHABILITATION, hereinafter referred to as "CONTRACT," made on _____ by and between

TERRANCE AND KIARA JUDGE, hereinafter referred to as "OWNER," whether one or more, and

DAVID UNDERHILL, A SOLE PROPRIETOR, hereinafter referred to as "CONTRACTOR".

The OWNER hereby employs the CONTRACTOR to do all the work and provide all materials, tools and machinery, supervision, etc., necessary for the rehabilitation of the property known as, **923 Harrison Avenue, Murfreesboro, TN 37130**, FOR the total sum of **Thirty-Eight Thousand, Five Hundred and Twenty Dollars and No Cents (\$38,520.00)**, which includes an allowance of **Five Thousand Dollars and No Cents (\$5,000.00)** as further described herein, all in accordance with this CONTRACT. Such rehabilitation and allowance are more particularly described in the SCOPE OF WORK, attached hereto as **Exhibit E**, and CONTRACTOR'S quote, attached hereto as **Exhibit F**. Exhibits E & F are incorporated herein by reference.

This CONTRACT consists of all terms, provisions and conditions stated herein, all terms, provisions and conditions contained in the listed Exhibits, together with all terms, provisions and conditions contained in those documents which are specifically incorporated herein by reference.

<u>Exhibit</u>	<u>Title</u>
A	EEO Standards
B	Change Orders
C	Warranty and Warranty Procedure
D	Grievance Procedure
E	Scope of Work- Rehabilitation at 923 Harrison Avenue Dated April 1, 2025, including Add Alternate #1 and a \$5,000.00 allowance for the replacement of decayed or rotten wood members not included in the scope
F	CONTRACTOR'S Bid Response dated April 22, 2025

SECTION I General Conditions

1. After execution by the OWNER and CONTRACTOR, this CONTRACT will become effective only after approval by CITY as indicated by the signature of its authorized representative below.
2. The OWNER shall issue a written Proceed Order within ten (10) days from the date of approval of this CONTRACT by CITY.
3. The CONTRACTOR must commence work within fifteen (15) days after issuance of the Proceed Order. At the option of the OWNER, this contract may be canceled by failure of the CONTRACTOR to begin work on the date specified.

4. The CONTRACTOR must complete the work within ninety (90) days after issuance of the Proceed Order in accordance with this CONTRACT, and in good and workmanlike manner. Failure to so complete the work may result in liquidated damages being assessed by the CITY at a rate of **one per cent (1%) of the total CONTRACT value per day** for each day over the time provided for such completion of the work. The assessed damages will be calculated and deducted from the final payment made to the CONTRACTOR and will be credited to the loan balance of the OWNER.
5. In the event the CONTRACTOR fails to properly construct the improvements required by the plan incorporated herein and approved by the CITY, CONTRACTOR shall continue to be responsible to properly construct those improvements, notwithstanding the CITY and / or OWNER over-looked such failures or defects prior to acceptance of the work.

SECTION II General Requirements

1. The work to be performed under this CONTRACT is on a project assisted under the Community Development Block Grant program, which provides Federal financial assistance from the Department of Housing and Urban Development and subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter, "**Section 3**"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this CONTRACT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this CONTRACT. The parties to this CONTRACT certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The CONTRACTOR will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contact or understanding, if any, a notice advising said labor organization or workers' representative of CONTRACTOR'S commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not let any subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this CONTRACT, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors

and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. The CONTRACTOR shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 94B; 62 Stat. 862; Title 18 U.S.C. Section 874; and Title 40 U.S.C., Section 376c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to ensure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.
7. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin or disability. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

SECTION III General Statement of Work

A. In addition to all requirements contained in CONTRACTOR'S Bid, in performing work pursuant to this CONTRACT, the CONTRACTOR shall:

1. Be responsible for adjacent property which is or may be affected or endangered by any work done under this contract, taking whatever steps are necessary for the protection of the adjacent property and for notifying the OWNER thereof of such hazard.
2. Not assign or sublet this contract without the written consent of the OWNER and approval by the CITY as Grantee. Any request for consent to an assignment shall be addressed to the OWNER, c/o the CITY.
3. Indemnify and hold harmless and defend the OWNER, the CITY, and State of Tennessee, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this CONTRACT or the work to be performed hereunder. The CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.
4. Not commence work under this CONTRACT until all insurance required under this program has been secured and such insurance has been approved by the CITY.
5. All materials and equipment that have been removed and replaced as part of the work hereunder shall belong to and be removed by CONTRACTOR.

6. Maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the CONTRACT and such other records as may be deemed necessary by the CITY to ensure proper accounting for all funds. These records will be available for audit purposes to the CITY or the State of Tennessee or any authorized representative and will be retained for three years after CONTRACT completion unless permission to destroy them is granted by the CITY. The CITY, State of Tennessee, and any authorized representative shall have access to any other books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this CONTRACT for the purpose of making audit, examination, excerpts, and transcriptions.

B. During the course of performance of work pursuant to this CONTRACT, the OWNER shall:

1. Not permit any changes or additions to the CONTRACT, work write-up, or plans without approval of the CITY. If any changes or additions are approved, a Change Order must be signed by the OWNER and the CONTRACTOR and approved by the CITY as provided in **Exhibit B**, and no work on such changes or additions shall be initiated until such Change Order is signed and approved.
2. Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture as necessary.
3. Allow inspection by the CITY (and/or HUD) of the property whenever the CITY and/or HUD determines that such inspection is necessary.
4. Permit the CONTRACTOR to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.
5. Have the option, in the event of any breach of this CONTRACT and with CITY approval, to engage the services of another contractor to complete the work and to deduct the cost of such completion from any amount due the CONTRACTOR hereunder.
6. Allow payment in full to the CONTRACTOR, from the Community Development Department funds, subject to the CITY'S acceptance of the work as satisfactorily completed in accordance with this CONTRACT.
7. During the course of performance of work pursuant to the CONTRACT and for the duration of OWNER'S compliance period, maintain homeowner's insurance in an amount equal to the value of the residence following completion of the rehabilitation work pursuant to this CONTRACT. Such insurance shall name the CITY as an additional insured. Proof of such insurance shall be provided to the CITY by a certificate of insurance or endorsement as necessary. OWNER must notify CITY if the insurance policy is renewed, canceled or altered in any manner and provide written documentation of such alteration.

SECTION IV Warranty and Warranty Procedure

CONTRACTOR warrants all work performed pursuant to this CONTRACT for a period of one year from the date the homeowner signs the *Certificate of Completion and Final Inspection*. Warranty work shall be requested and performed in accord with the Warranty Procedure contained in **Exhibit C** hereto.

SECTION V Grievance Procedure

Any dispute between or among the CONTRACTOR, OWNER and / or CITY shall be resolved in accord with the Grievance Procedure contained in **Exhibit D** hereto.

SECTION VI Payment

1. Progress Payment - No more than one progress payment will be made on a rehabilitation project, and that only after at least 60 percent of the project is deemed complete. The payment will be no more than 55 percent of the CONTRACT amount, as modified by Change Orders, if any. Progress payment will be made only after the City's representative has completed an inspection and all work performed to date has been accepted by the OWNER.
2. Final Payment -
 - A. FINAL INSPECTION - Upon completion of the rehabilitation work, a final inspection is held by the CITY. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the CONTRACTOR in writing. When these items are completed to the satisfaction of the OWNER and the CITY'S inspector, the contract is complete.
 - B. CERTIFICATION - After the CITY determines that the rehabilitation work has been fully and satisfactorily completed, it will prepare a *Certificate of Completion and Final Inspection*.
 - C. OWNER STATEMENT OF ACCEPTANCE - The OWNER'S signature of the *Certificate of Completion and Final Inspection* indicates acceptance of the rehabilitation work as meeting the terms and conditions of the contract. If the OWNER refuses to sign the final acceptance, the CITY may authorize full payment for those items which are undisputed and acceptable to all parties.

SECTION VII Conflict of Interest, Kickback

No elected or appointed Federal, State and local official, member of the Murfreesboro City Council, nor any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of Murfreesboro Housing Rehabilitation Program shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program.

No member of the Murfreesboro City Council or any City of Murfreesboro employee shall receive kickbacks or discounts from either CONTRACTORS or OWNERS in return for special favors in regard to housing rehabilitation.

SECTION VIII Entire Agreement; Change Orders

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. Specifically, no "side" or "additional" contracts are to exist between the OWNER and CONTRACTOR until this contract is completed unless it is a written Change Order, signed by both parties and approved by the CITY, in accord with **Exhibit B**.

SECTION IX Miscellaneous Provisions

1. Waiver - No waiver of any provision of this CONTRACT shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

2. Governing Law; Venue - The validity, construction and effect of this CONTRACT and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee and the United States of America. Any action between the parties arising from this CONTRACT shall be maintained in the courts of Rutherford County, Tennessee.
3. Severability - Should any provision of this CONTRACT be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this CONTRACT.
4. Survival. Section I(5) (Proper Construction), Section III(A)(3) (Indemnification), Section III(A)(6) (Recordkeeping); Section III(B)(3) (Inspection); Section III(B)(7) (Homeowner's Insurance), Section IV (Warranty), Section V (Grievances) and Section IX(2) (Governing Law; Venue) of this CONTRACT shall survive and continue in full force in accordance with their terms notwithstanding the expiration or termination of this CONTRACT.

[signatures to appear on following page]

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

Signed by:
David Underhill
FDBC8089B2364DD...
DAVID UNDERHILL, SELF
SOLE PROPRIETOR
Date: 5/28/2025

Terrance Judge
TERRANCE JUDGE
Date: 5/22/2025

Kiara Judge
KIARA JUDGE
Date: 5/22/2025

APPROVED BY CITY:

Shane McFarland
Name: Shane McFarland
Title: Mayor

Date: _____

APPROVED AS TO FORM:

Signed by:
Adam F Tucker
43A2035E531F9401
Name: Adam F Tucker
Title: City Attorney

Date: 5/27/2025

EXHIBIT A

EEO STANDARDS

1. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer identification number" includes the federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs (7a) through (p) of these specifications. The goals set forth in the solicitation from

which this contract resulted are expressed as percentages of the total hours of employment and training or minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing contract in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR'S obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each Construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR'S obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR'S efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under (7b) above.
- f. Disseminate the CONTRACTOR'S EEO policy notice of the policy to unions and training programs and request their cooperation in assisting the CONTRACTOR in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year: and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications or apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of CONTRACTOR'S work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to performance under the CONTRACTOR'S EEO policies and affirmative action obligations.
- (8) CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)a through p. The efforts of a CONTRACTOR association, joint CONTRACTOR-union, CONTRACTOR-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7)a through p of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR'S minority and female work force participation, makes good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation shall not be a defense for the CONTRACTOR'S non-compliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantial disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and

cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended.

- (13) The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulation, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTOR shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT B

CHANGE ORDERS

Situations which did not show up during the work write-up are not uncommon in the housing rehabilitation process, and they can change the scope of work, especially if the new problem must be resolved to correct the underlying code deficiency. In such a case, a change order may be initiated.

- A. Conditions necessitating a change order must meet the guidelines in Section 3 and Section 6 of the Housing Rehabilitation Program Policies and Procedures, all of which are incorporated herein by reference.
- B. Change orders must be submitted in writing to the Community Development Department. The City inspector assigned to the project, the homeowner, the contractor and the Community Development Director must sign off on the change order.
- C. Because a change order may alter the City's financial commitment to the project, all change orders should be approved by the Murfreesboro Mayor and Council. Change orders shall be submitted to the Mayor and Council for approval in a timely manner. If waiting until the next scheduled meeting of the Council will unreasonably delay the rehabilitation project, the Community Development Director may recommend to the City Manager approval of the change order. If the City Manager approves the change order, which must be less than \$10,000 in amount, it will take effect immediately and will be reported to the Mayor and Council at its next meeting.
- D. A change order that would cause the cost of the project to exceed the \$25,000 cap must be approved by the Mayor and Council before work on the change order may proceed.

EXHIBIT C

WARRANTY WORK

All rehabilitation work done by the Contractor shall be warranted for one year from the date the homeowner signs the *Certificate of Completion and Final Inspection* indicating acceptance of the rehabilitation work as meeting the terms and conditions of the contract.

Should the homeowner notify the Community Development Department of a warranty claim, the department will:

1. Review rehabilitation project documents to determine if the complaint might be related to the work done;
2. Conduct an on-site inspection accompanied by the contractor or a designee to investigate the request for warranty work;
3. If an on-site inspection determines the requested repair is under warranty, the contractor will have 10 working days to resolve the warranty issue. Another inspection by the City will determine if the terms of the warranty have been satisfied.
4. If the complaint is not resolved within 10 days, a second notice will be issued to the contractor giving an additional five working days to resolve the warranty issue. If the complaint remains unaddressed or resolved unsatisfactorily, the contractor may be ruled ineligible for further participation in the Murfreesboro Housing Rehabilitation Program;
5. A contractor ruled ineligible will be notified by certified mail. The contractor may appeal the ruling within 15 working days of receiving notification. The appeal must be in writing, addressed to the Community Development Director, City of Murfreesboro, P.O. Box 1139, Murfreesboro, TN 37133;
6. When an appeal is received, the Community Development Director will investigate and either restore the contractor's eligibility for program participation or sustain the earlier decision. The director reserves the right to report a contractor who fails to honor his contractual obligations to THDA and the U.S. Department of Housing and Urban Development with a recommendation for disbarment;
7. Before the Community Development Department will consider restoring eligibility, a contractor will be required to reimburse the City for any expense incurred to have another contractor satisfy the ineligible contractor's warranty work.

EXHIBIT D

GRIEVANCE PROCEDURE

Disputes between the homeowner, the City of Murfreesboro and contractor may arise from time to time during the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the Grievance Procedure will be followed. The Grievance Procedure will be made a part of the contract between the homeowner and the contractor.

If there is a dispute:

- A. The grievance by the homeowner or contractor is to be filed with the Community Development Director in writing.
- B. The Community Development Director will meet with the homeowner and contractor and attempt to negotiate a solution.

If these steps are unsuccessful, all claims or disputes between the owners and contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise.

If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney's fees in favor of the contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the owners, the arbitrator may award costs and attorney's fees in favor of the owner.

The contract and the rehabilitation specifications, along with the housing code compliance inspection, provide the basic documentation by which the relative merits of any dispute will be judged.



Project: Rehabilitation at 923 Harrison

Exterior wall and bathroom floor repairs

April 1, 2025

1. Technical Specifications and Scope of Work

Scope of Work:

Rehabilitation shall include repairing:

- 1) A 6-foot portion of the rear exterior wall.
- 2) A 6-foot portion (between two existing windows) of the front wall. Include beam pocket for new porch beam (joist). See item 4 below.
- 3) Replace a 4-foot x 4-foot section of subfloor under water closet.
- 4) Replace existing porch beams (ceiling joists) on both sides of front porch.
- 5) Replace existing front porch columns.
- 6) Add electrical outlets in the kitchen, bathroom and dining room.
- 7) Add light fixtures in the dining room and above sink in kitchen.
- 8) Install new gutters.
- 9) Alternate: Add-Furnish and Install new upper and lower kitchen cabinets and plastic laminate counter tops and sink/faucet.

1.2. Allowance for unforeseen conditions: The bidder shall include all costs for replacing the wood studs, bottom plate, top plate and exterior ½" OSB sheathing in the two sections of exterior wall repairs. The existing vinyl siding shall be reused. In addition, the bidder shall include an allowance of \$5,000.00 for replacement of decayed or rotten wood members other than those listed above. Prior to replacing it, the City shall be contacted to inspect the damaged wood and give approval prior to replacement and payment. Any monies that are not used by this allowance shall be refunded to the City via a Change Order.

1.3. Field Conditions and Quantities Attending the pre-bid meeting is encouraged so that vendors will be aware of all field conditions and quantities needed to complete the project. The contractor will be responsible for repairing any damage to fencing or other structures damaged during the work.

1.4. Clean-Up The contractor shall protect the existing landscaping from damage. All nails, wood, and debris shall be removed from the site at completion of the work. Magnets should be used to aid in cleaning -up.

1.5. Workmanship All work shall be completed in a professional manner and in accordance with the manufacturer's recommended installation instructions.

1.6 Reserved



1.7 Replacing the framing at the front and back wall sections shall include removing vinyl siding (to be reused), sheathing, wood studs and sheetrock in the length of section specified in the scope of work. Provide temporary support for the ceiling joists and rafters. Inspect remaining framing members for rot or decay. Contact the Community Development Department for the inspection of existing framing prior to proceeding. Install new bottom and top plates, studs, sheathing and vinyl siding, insulation, sheetrock and wood trim. Tape and mud all joints and sand finish smooth. Paint new sheetrock and trim to match existing.

1.8 Replace Subfloor in Bathroom. Remove existing floors, water-closet and vanity in bathroom. Remove and replace approximately a 4-foot x 4-foot section of subfloor underneath the existing water closet. This work shall exclude any work underneath the tub. If the tub needs to be removed for replacement of subfloor it shall be done by change order. Install new minimum 10 mm thick laminate flooring, new 36" wide vanity cabinet, one piece sink/vanity top sink, faucet, water supply lines, stop valves and trap assembly. Install base trim and paint.

1.9 Porch Beam: Remove existing vinyl siding/ceiling as necessary to remove and replace existing porch beams (ceiling joist) at the both sides of porch. Assume a double 2 x 10 for replacement, final size shall match existing. Vinyl siding will have to be cut, notched and trim installed to support new joists. Install new metal trim around the entire porch.

1.10 Porch Columns: Remove existing wood columns and replace them with new pressure treated 4x4 posts.

1.11 Electrical: Install new outlets in

- 1) In bathroom close to sink (GFCI)
- 2) Install two GFCI outlets above kitchen countertops, one on each side of the kitchen sink.
- 3) Install a new four gang outlet in the dining room.

Install a new light fixture and wall mounted switches in:

- 1) In the kitchen above sink.
- 2) In the dining room.

1.12 Gutters: Remove existing gutters and downspouts and install new gutters with metal screened leaf guards and downspouts.



Add Alternate #1 Kitchen Cabinets

1.13 Kitchen Cabinets and Countertops: Remove existing wall and base cabinets, counter tops and kitchen sink. Install new wall and base cabinets to match the existing layout. Install new wall cabinet above stove with a clearance of 30" above stove.

Doors shall be partial overlay style, raised panel with hardware and hinges.

Drawers shall have smooth operating guides with hardware.

Cabinets shall be stained grade. Color by owner

The countertop shall be plastic laminate with integral back splash and radius nosing, color by owner.

Install new stainless steel double bowl sink with new gooseneck faucet and hose and new trap, valves and supply lines.

Caulk all joints where cabinets and countertops intersect walls.

Cabinets, doors and drawers shall be installed plumb and square.

Install quarter round along base cabinets.

Robert Holtz

From: dl.underhill@comcast.net
Sent: Tuesday, April 22, 2025 7:47 PM
To: Robert Holtz
Subject: [EXTERNAL]- 923 Harrison

Hi Robert,

RE 923 Harrison

My bid for the job is \$38,520.00, including the cabinets and the 5,000.00 allowance. Thank you for the opportunity to bid on this project.

David Underhill
615 351-7990

Project: Rehabilitation at 923 Harrison

Exterior wall and bathroom floor repairs

April 1, 2025

2. Technical Specifications and Scope of Work

Scope of Work:

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- 6) Add electrical outlets in the kitchen, bathroom and dining room.
- 7) Add light fixtures in the dining room and above sink in kitchen.
- 8) Install new gutters.
- 9) Alternate: Add-Furnish and Install new upper and lower kitchen cabinets and plastic laminate counter tops and sink/faucet.

2.2. Allowance for unforeseen conditions: The bidder shall include all costs for replacing the wood studs, bottom plate, top plate and exterior ½" OSB sheathing in the two sections of exterior wall repairs. The existing vinyl siding shall be reused. In addition, the bidder shall include an allowance of \$5,000.00 for replacement of decayed or rotten wood members other than those listed above. Prior to replacing it, the City shall be contacted to inspect the damaged wood and give approval prior to replacement and payment. Any monies that are not used by this allowance shall be refunded to the City via a Change Order.



2.3. Field Conditions and Quantities Attending the pre-bid meeting is encouraged so that vendors will be aware of all field conditions and quantities needed to complete the project. The contractor will be responsible for repairing any damage to fencing or other structures damaged during the work.

2.4. Clean-Up The contractor shall protect the existing landscaping from damage. All nails, wood, and debris shall be removed from the site at completion of the work. Magnets should be used to aid in cleaning -up.

2.5. Workmanship All work shall be completed in a professional manner and in accordance with the manufacturer's recommended installation instructions.

2.6 Reserved

2.7 Replacing the framing at the front and back wall sections shall include removing vinyl siding (to be reused), sheathing, wood studs and sheetrock in the length of section specified in the scope of work. Provide temporary support for the ceiling joists and rafters. Inspect remaining framing members for rot or decay. Contact the Community Development Department for the inspection of existing framing prior to proceeding. Install new bottom and top plates, studs, sheathing and vinyl siding, insulation, sheetrock and wood trim. Tape and mud all joints and sand finish smooth. Paint new sheetrock and trim to match existing.

2.8 Replace Subfloor in Bathroom. Remove existing floors, water-closet and vanity in bathroom. Remove and replace approximately a 4-foot x 4-foot section of subfloor underneath the existing water closet. This work shall exclude any work underneath the tub. If the tub needs to be removed for replacement of subfloor it shall be done by change order. Install new minimum 10 mm thick laminate flooring, new 36" wide vanity cabinet, one piece sink/vanity top sink, faucet, water supply lines, stop valves and trap assembly. Install base trim and paint.

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2.10 Porch Columns: Remove existing wood columns and replace them with new pressure treated 4x4 posts.

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Install a new light fixture and wall mounted switches in:

- 1) In the kitchen above sink.
- 2) In the dining room.

2.12 Gutters: Remove existing gutters and downspouts and install new gutters with metal screened leaf guards and downspouts.

Add Alternate #1 Kitchen Cabinets

2.13 Kitchen Cabinets and Countertops: Remove existing wall and base cabinets, counter tops and kitchen sink. Install new wall and base cabinets to match the existing layout. Install new wall cabinet above stove with a clearance of 30" above stove.

Doors shall be partial overlay style, raised panel with hardware and hinges.

Drawers shall have smooth operating guides with hardware.

Cabinets shall be stained grade. Color by owner

The countertop shall be plastic laminate with integral back splash and radius nosing, color by owner.

Install new stainless steel double bowl sink with new gooseneck faucet and hose and new trap, valves and supply lines.

Caulk all joints where cabinets and countertops intersect walls.

Cabinets, doors and drawers shall be installed plumb and square.

Install quarter round along base cabinets,

COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

Item Title: Retail Liquor Certificate of Compliance – Boro Liquors – Location 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 Arvindbhai Patel for the Boro Liquors at 314 W Lokey Ave which is a location 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	Arvindbhai Patel
Age	67
Home Address	607 Chrisview Ct
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	Boro Liquors
Business Location	314 W Lokey Ave

Type of Application:

New Location	_____
Ownership Change	_____
Name Change	_____
Renewal	_____
Location Change	_____X_____
Corporation	_____
Partnership	_____
Sole Proprietor	_____
LLC	_____X_____

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

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

COUNCIL COMMUNICATION

Meeting Date: 6/12/2025

Item Title: Tennessee College of Applied Technology Auto Body Collaboration
Department: Public Works
Presented by: Raymond Hillis, Executive Director of Public Works

Summary

Collaboration with the Tennessee College of Applied Technology (TCAT) for auto body work.

Background Information

The Tennessee College of Applied Technology (TCAT) offers specialized training in auto-body repair and refinishing, equipping students with valuable hands-on experience and technical skills. Partnering with TCAT presents a unique opportunity to support workforce development while enhancing our own operational capabilities.

This collaboration could include:

- Utilizing TCAT's facilities for auto body repair projects, with a nominal \$5.00 processing fee per project, no labor costs, and the City covering the cost of parts.
- Providing internships and practical training opportunities for TCAT students within our Public Works Department.
- Exploring joint initiatives aimed at improving the quality and efficiency of our auto-body repair services.
- Leveraging the partnership as a potential pipeline for future skilled hires in auto body repair and related fields.

In addition to auto body repair, TCAT offers training programs in Facility Maintenance, including HVAC, plumbing, and electrical—further broadening the scope for collaboration.

This partnership is expected to be mutually beneficial, promoting educational advancement while supporting the City's commitment to skilled workforce development.

Council Priorities Served

Responsible budgeting

This partnership strengthens the local workforce by providing hands-on training, supporting job readiness, and fostering long-term career opportunities.

Attachments:

Live Work and Service Agreement Work Request



Date _____

No. _____

Initials & Receipt # _____

**Live Work and/or Service Agreement
Work Request**

Property to be Serviced: _____

Description of Work Requested: _____

Verification of Ownership: _____

How does Owner Qualify for Service: _____

I make this request for work and/or service from Tennessee College of Applied Technology Murfreesboro with the understanding that:

1. A project fee of \$5.00 must be paid before work begins and additional fees will be paid upon completion of the work. Standard additional fees are set forth in the chart below. I understand that fees charged are at a substantial discount over market prices.
2. Students will perform the work as part of their learning process and work will be considered a "learning project." I understand that I cannot specify a particular student to perform the service(s).
3. No payment or tipping for the students'/instructors' services is allowed.
4. I will bear the cost of all repair parts and/or supplies which, in the judgment of the instructor, are needed to complete the project. These amounts will be disclosed to me and must be approved by me before work can be performed. All materials needed for the work will be provided by the Patron, and all permits for work that requires a permit, are the responsibility of and must be obtained by the owner.
5. Any testing the instructor deems necessary is hereby authorized.
6. I understand the TCAT, and the instructor are not responsible for the quality of work performed by the students.

I am making this request for work and/or service with the understanding that:

In exchange for the free and/or discounted services I am receiving, which I agree constitutes good and material consideration, I **hereby completely waive, release, and discharge** the TCAT, the Tennessee Board of Regents, their present and former officers, employees, agents and/or students participating in this activity, both in their official and individual capacities, (the "Releasees") from any and all claims, causes of action, or rights of action, whether caused by the negligence of the Releasees or otherwise, I may have arising from the activity described above. I recognize that the rights I am giving up include, but are not limited to, the right to file a legal claim arising out of any substandard or negligent work by the student(s) participating in the activity. I confirm that no consideration, statement, promise, inducement, agreement, or representation has been made to me by any person in order to induce me to grant this waiver, release and discharge, beyond the matters set forth in this Agreement.

Patron Printed Name_____
Patron Signature_____
Patron Phone Number_____
Date

The Property has been picked up by the Patron and the Patron is satisfied with the service or has included comments/reasons below describing how the service was unsatisfactory.

Patron Signature_____
DatePatron Comments (if dissatisfied with service):

COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

Item Title: Oxford, MS Downtown Activation Research

Departments: Planning and Building and Codes

Presented by: Ben Newman, Director of Land Management and Planning and
Kevin Jones, Director of Building and Codes

Summary

Present highlights and takeaways learned from research conducted in Oxford, Mississippi regarding their activation of downtown square.

Background Information

Development Services directors traveled to Oxford, Mississippi to research activation of the town's historic square. Staff met with Oxford's Planning staff, the Mayor, and other development personnel. Ideas were shared with Murfreesboro staff regarding access to second-floor space, area trash collection, metered parking's role in financing a parking garage, and right-of-way use for outdoor restaurant seating. Planning Director Ben Newman and Building and Codes Director Kevin Jones will present the concepts learned from the research in Oxford.

Council Priorities Served

Improve economic development

These ideas may help lay the groundwork for creating employment opportunities for the community and tax revenue for the City and potentially be a catalyst for future redevelopment in the historic downtown area.

Expand infrastructure

The concepts learned from this trip will help the City plan for infrastructure needs downtown to ensure each lot has the potential to develop with its highest and best use.

COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

Item Title: Cherry Lane Corridor Area Plan-Project Update

Department: Development Services

Presented by: Sam Huddleston/Reagan Smith

Summary

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

Background Information

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

Council Priorities Served

Improve economic development

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

Expand infrastructure

Studying this corridor allows each utility to properly plan for infrastructure and ensure each lot has the potential to develop with it's highest and best use.

Fiscal Impacts

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

COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

Item Title: Review of Land Swap with Swanson Development LP for Fire Station #13

Department: Administration

Presented by: Darren Gore

Summary

Review a potential land swap between the City and Swanson.

Background Information

Deputy Chief Bigelow provided a summary of two locations for future fire stations #12 and #13 at the Council's May workshop. One site was located off Veteran's Pkwy at the City property where Veteran's Park is being constructed. The second fire hall location was proposed on Joe B. Jackson approximately midway between Interstate 24 and US Hwy 41 (Manchester Pike).

The priority location that demonstrated a more immediate need based on residential growth and necessary increase in MFRD response time data was the Veteran's Park property location. However, the Joe B. Jackson fire hall location will be needed in the near future as well.

The City has 1.31 acres on Joe B. Jackson that has proven to be too small of a site to construct a new fire hall, Station #13. In January of this year, staff met with Joe Swanson Jr. to discuss a land swap to acquire a 2.92-acre site that would be of adequate size for station #13. The properties under consideration for a land swap are tabulated below:

The City of Murfreesboro owns 2 tracts as tabulated below that Swanson Development LP is interested in acquiring:

SIZE	VALUE	\$/SF	LOCATION
0.32 AC*	\$638,500	\$45.81	NE corner of Broad & Church
1.31 AC.	\$798,900	\$14.00	Joe B. Jackson Pkwy

The City is interested in one tract owned by Swanson Development LP

SIZE	VALUE	\$/SF	LOCATION
2.92 AC.	\$1,780,700	\$14.00	Joe B. Jackson Pkwy

If the Council agrees to the land swap, a purchase and sale agreement will be drafted for review and considered for approval at a future Council meeting.

Fiscal Impacts

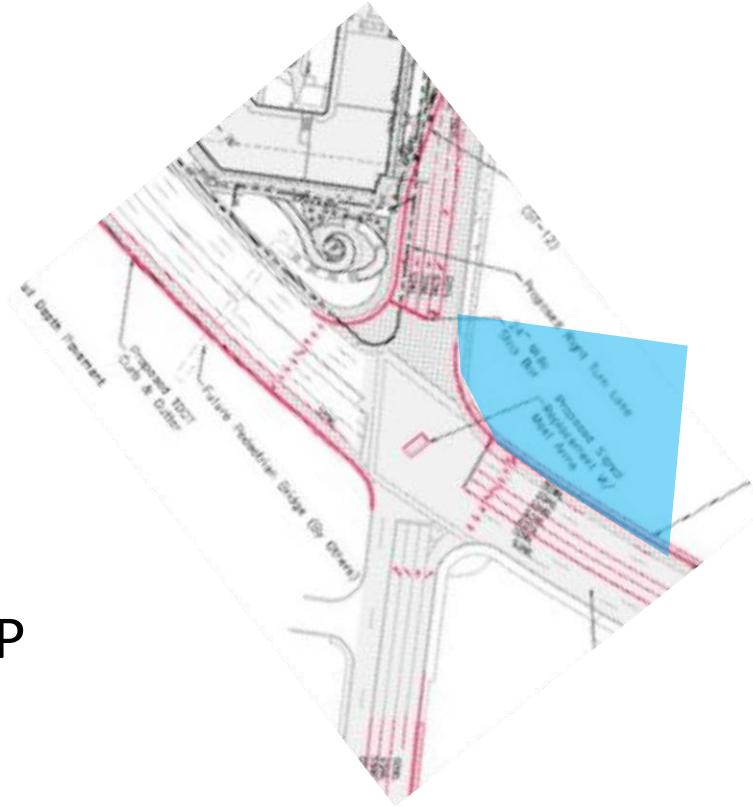
Approval of the land swap would incur an expense of \$343,300. Final purchase and sale agreement will be subject to surveyed acreages.

Attachments

1. Site locations for all three properties
2. Conceptual Layout of Fire Station #13



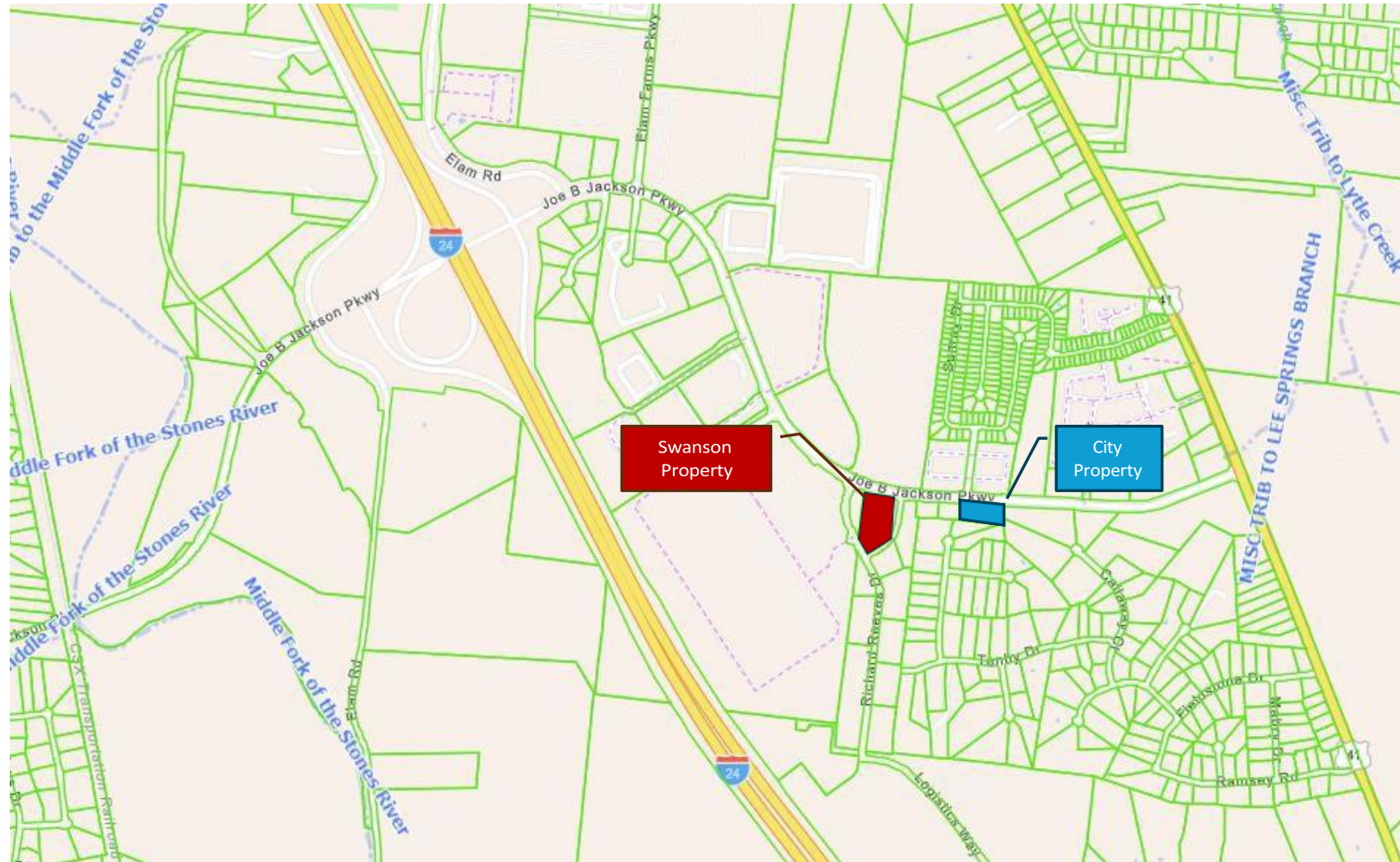
Review of Potential Land Swap Between Murfreesboro and Swanson Development LP



City Owned Property at Corner of Broad and S. Church St.
0.32 Acres valued at \$638,500



Review of Potential Land Swap Between Murfreesboro and Swanson Development LP



Swanson Development Owned Property
2.92 Ac. valued at \$1,780,700

City Owned Property
1.31 Acres valued at \$798,900

Joe B. Jackson Parkway

Fire Hall #13 Conceptual Layout



COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

Item Title: CIP Transfers
Department: Finance
Presented by: Amanda DeRosia, Finance Director

Summary

Notification to Council of CIP transfers.

Background Information

Major capital investments are generally funded by debt. The funds secured are allocated annually with the CIP Budget process. The transfer of CIP funds is something that is necessary under certain circumstances, such as transfer of priorities, unanticipated project delays, etc.

Another circumstance requiring CIP funds transfer is the potential for arbitrage earnings, which result in IRS penalties. Arbitrage earnings result when the City's investment earnings on unexpended funds are greater than the interest that is paid for those funds. The unprecedented rapid rise in interest rates has recently created a risk of arbitrage earnings unless transfer of CIP funds is undertaken. Council has granted the Finance Department authority to transfer funds when necessary to avoid IRS penalties on arbitrage earnings.

The transfers shown in the attached schedule show the proposed transfer of funds between the Bond Fund and the General Fund. The amount of funding for the existing projects listed does not change, only the source of the funds to be expended.

Council Priorities Served

Responsible budgeting

Proper management of borrowed funds is required to maintain the funding's tax status and avoid undue penalties.

Fiscal Impacts

The transfer of CIP Funds will have no effect on the CIP Funds balance.

Attachments:

1. CIP Transfers Schedules
2. CIP Funds Transfer Request – 2021 Bond/2022 Bond/2025 CIP/General Fund

Funds Available by Loan Before Transfer

June, 2025 (#1)

Project	2021 Bond Available Funds	2022 Bond Available Funds	2025 CIP Available Funds	General Fund Available Funds	TOTAL Available Funds
ADA Renovations		454,940			454,940
Additional City Facilities			836,818		836,818
Cherry Lane Phase 2			802,726		802,726
Cherry Lane, Sazerac		802,726			802,726
McKnight Park Ball Field/Parking	2,094				2,094
Parks & Fire Admin Building		381,878			381,878
Public Safety Radios				92,356	92,356
Runway 36 Approach Mitigation			2,094		2,094
Siegel Park Enhancements	92,356				92,356
Total	<u>94,450</u>	<u>1,639,544</u>	<u>1,641,638</u>	<u>92,356</u>	<u>3,467,988</u>

Funds Available by Loan After Reallocation

June, 2025 (#1)

Project	2021 Bond Available Funds	2022 Bond Available Funds	2025 CIP Available Funds	General Fund Available Funds	TOTAL Available Funds
ADA Renovations			454,940		454,940
Additional City Facilities		836,818			836,818
Cherry Lane Phase 2		802,726			802,726
Cherry Lane, Sazerac			802,726		802,726
McKnight Park Ballfield/Parking			2,094		2,094
Parks & Fire Admin Building			381,878		381,878
Public Safety Radios	92,356				92,356
Runway 36 Approach Mitigation	2,094				2,094
Siegel Park Enhancements				92,356	92,356
Total	<u>94,450</u>	<u>1,639,544</u>	<u>1,641,638</u>	<u>92,356</u>	<u>3,467,988</u>

Funds Available by Loan Before Transfer

June, 2025 (#2)

<u>Project</u>	<u>2022 Bond Available Funds</u>	<u>2025 CIP Available Funds</u>	<u>General Fund Available Funds</u>	<u>TOTAL Available Funds</u>
Broad St & Medical Center Pkwy	873,875			873,875
Burnt Knob, Manson, Blackman		867,420		867,420
CAD Server			231,371	231,371
Cherry Lane Phase 2		6,455		6,455
Communication & Radio System	231,371			231,371
Communication Tower - CUD	35,570			35,570
Old Fort Park Ballfield Improvements	557,001			557,001
Patterson Park Improvements		557,001		557,001
Public Safety Radio			35,570	35,570
Recreation Side Mount Bush Hog		55,500		55,500
Walter Hill Renovations	55,500			55,500
Total	<u>1,753,317</u>	<u>1,486,376</u>	<u>266,941</u>	<u>3,506,634</u>

Funds Available by Loan After Reallocation

June, 2025 (#2)

<u>Project</u>	<u>2022 Bond Available Funds</u>	<u>2025 CIP Available Funds</u>	<u>General Fund Available Funds</u>	<u>TOTAL Available Funds</u>
Broad St & Medical Center Pkwy		873,875		873,875
Burnt Knob, Manson, Blackman	867,420			867,420
CAD Server	231,371			231,371
Cherry Lane Phase 2	6,455			6,455
Communication & Radio System			231,371	231,371
Communication Tower - CUD			35,570	35,570
Old Fort Park Ballfield Improvements		557,001		557,001
Patterson Park Improvements	557,001			557,001
Public Safety Radio	35,570			35,570
Recreation Side Mount Bush Hog	55,500			55,500
Walter Hill Renovations		55,500		55,500
Total	<u>1,753,317</u>	<u>1,486,376</u>	<u>266,941</u>	<u>3,506,634</u>

COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

Item Title: April 2025 Dashboard
Department: Administration
Presented by: Erin Tucker, CFO/City Recorder

Summary

April 2025 Dashboard packet

Background Information

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

None

Attachments:

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

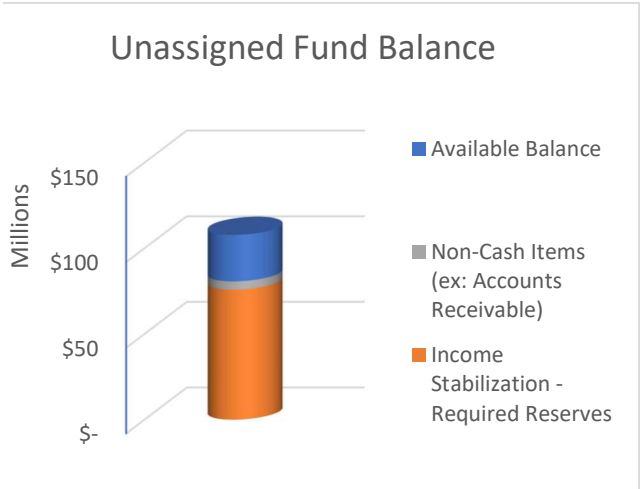
APRIL 2025 DASHBOARD

FUND BALANCE

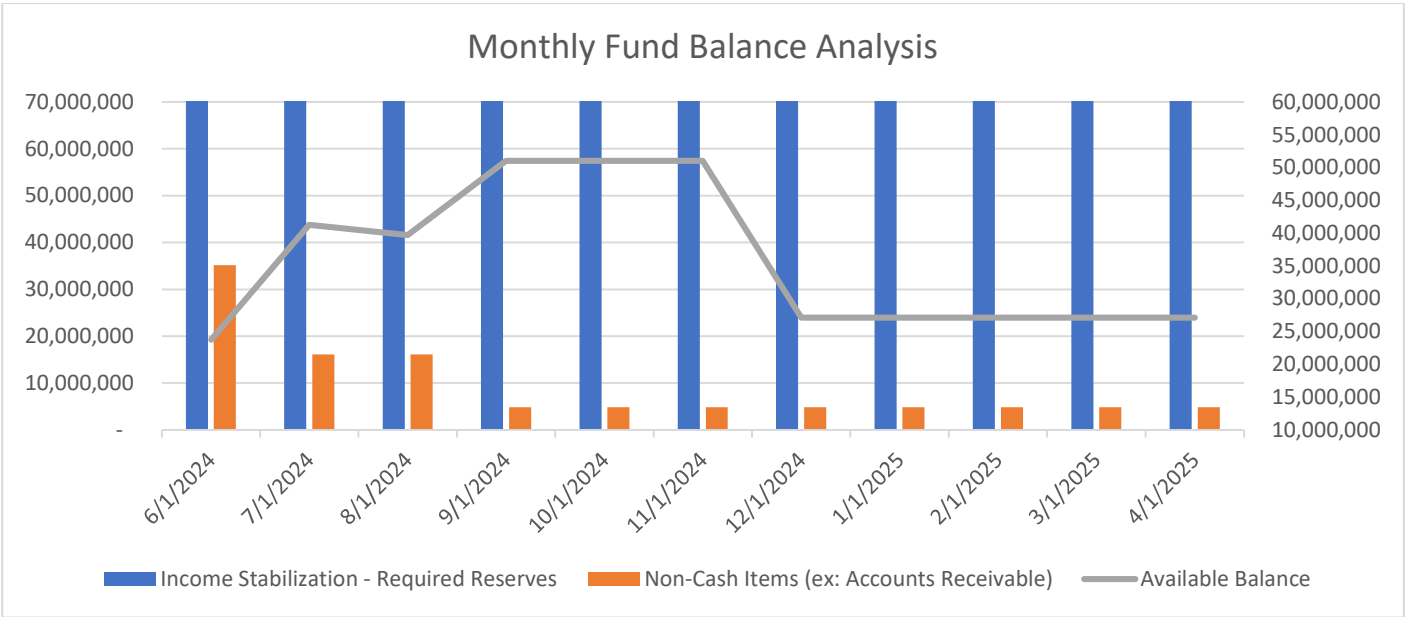
The City’s Fund Balance policy requires a reserve of 15-30% of General Fund revenues. This reserve is maintained in the Unassigned Fund Balance within General Fund. Other components of this account include non-spendable assets, including Accounts Receivable. The remaining funds are available for use,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

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

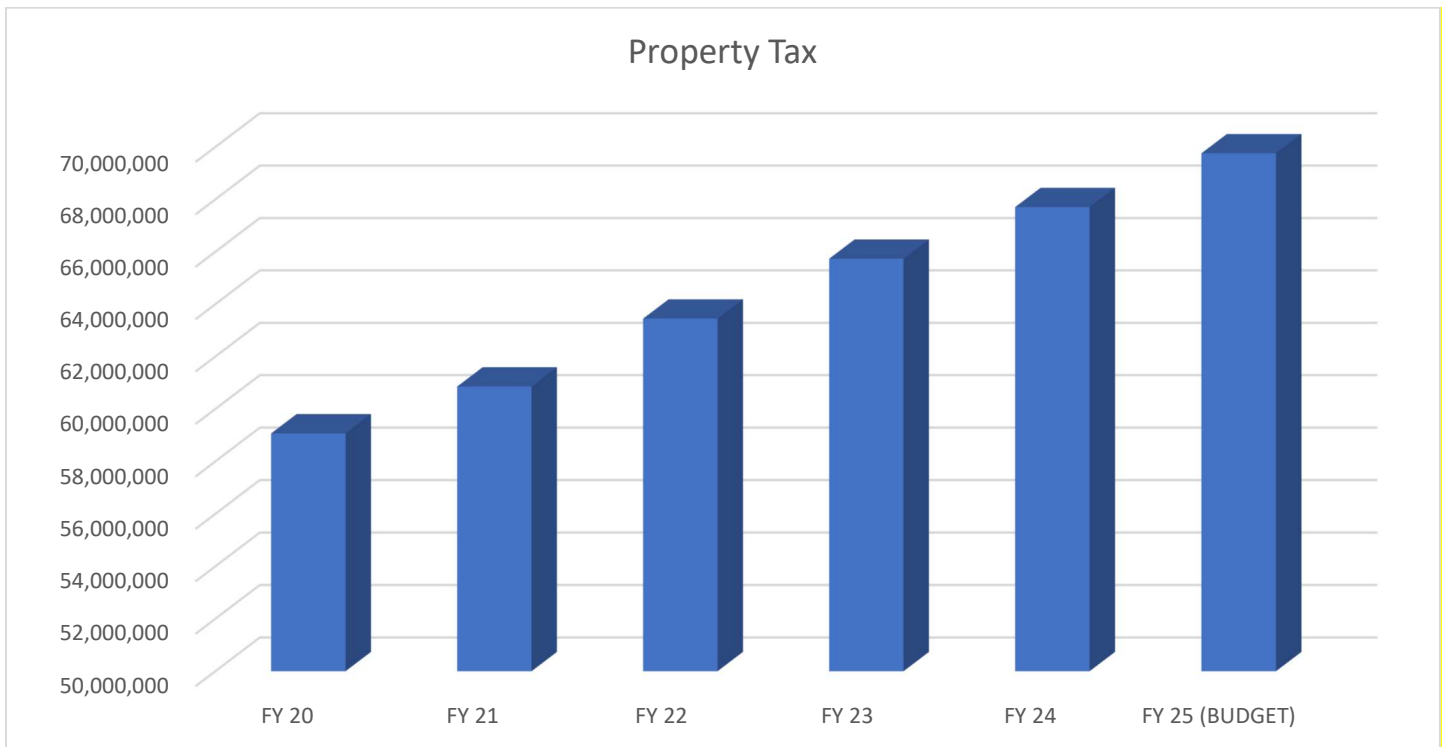
	Unassigned Fund Balance
	4/30/2025
Available Balance	27,112,165
Non-Cash Items (ex: Accounts Receivable)	4,804,460
Income Stabilization - Required Reserves	75,900,000
	107,816,625



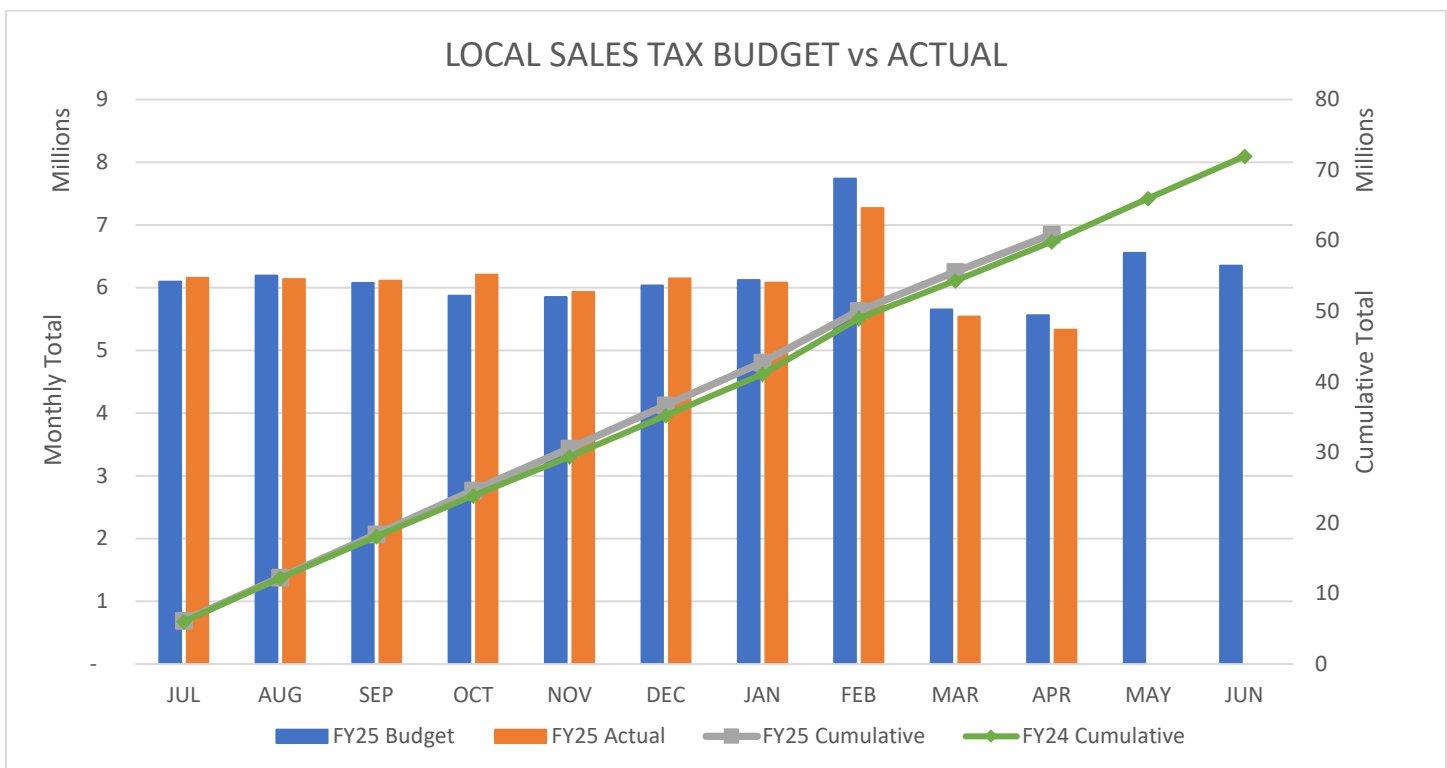
The chart below displays the changes in use of Unassigned Fund Balance by month.



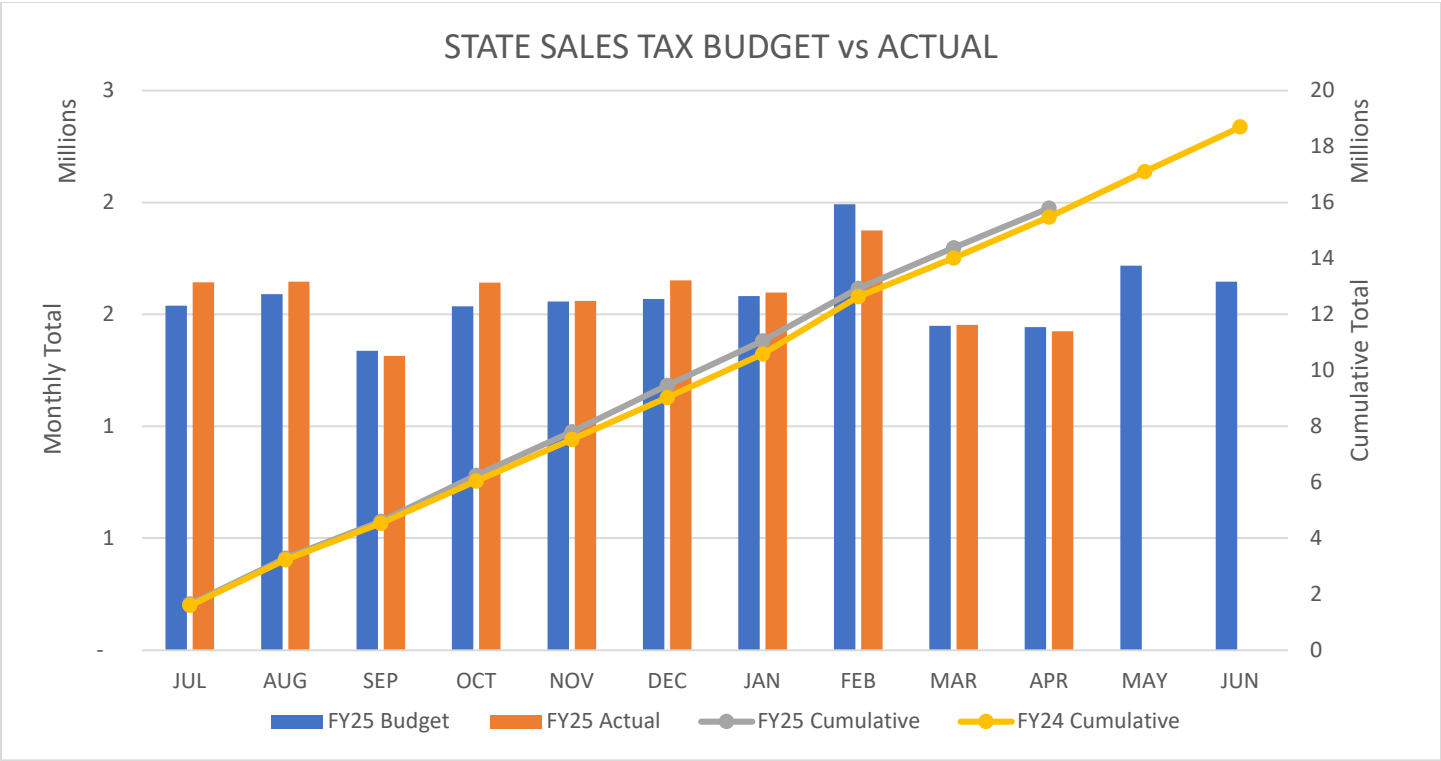
REVENUES



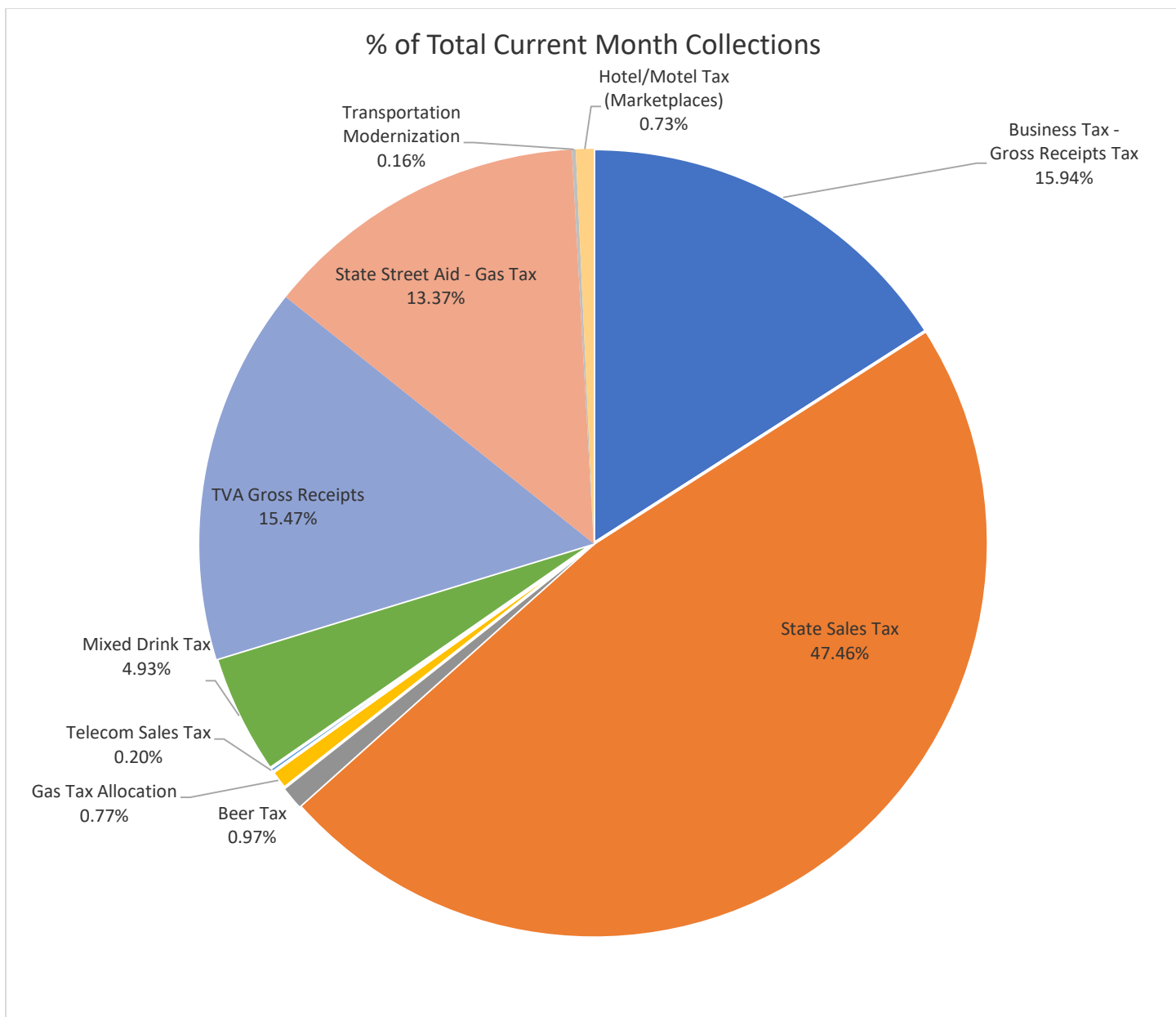
Property Tax notices were mailed in early October. The FY25 budget reflects a 3% increase over FY24, however actual results came in \$180k under budget, reflecting instead 2.8% growth over FY24.



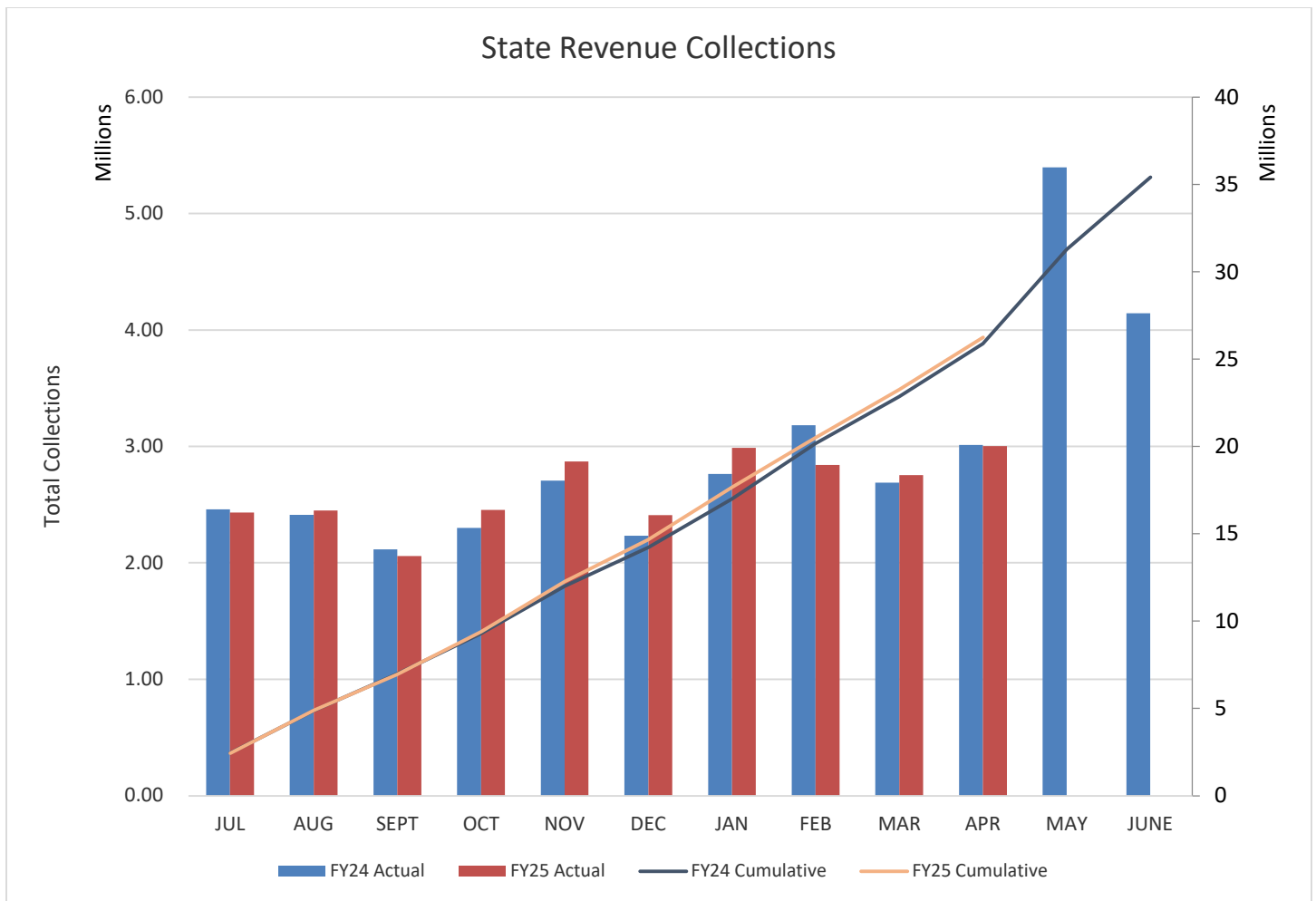
FY25 Local Sales Tax collections were budgeted flat with a 1.5% increase over FY24 projected results. In July, a revised budget was presented to Council that increased the projection by an additional 1.5% (\$1m). February receipts reflect the first significant drop in revenue this fiscal year – with an 8% drop compared to February 2024. March receipts bounced back slightly with a 3.2% increase over last year and then April receipts dropped 3.5%. Cumulative results now reflect a budget deficit of 0.47%.



FY25 State Sales Tax collections were budgeted at 1% over FY24. In July, a revised budget was presented to Council that increased the projection by an additional 1% (\$190k). February receipts were down 8.9% while March receipts show a 5.5% increase over last year. April receipts reflect a 2.7% drop. Cumulatively, this revenue is up 1.3% compared to budget and 2.6% compared to last year.



For April, Sales Tax made up 47% of State revenues. Business Tax Receipts account for 16% this month with TVA Gross Receipts taxes following at 15%. State Street Aid (restricted to road improvements) following with 13%. Mixed Drink tax totaled 5% for the month. The remaining revenues were made up with other miscellaneous taxes, including telecom and miscellaneous gas tax revenues.



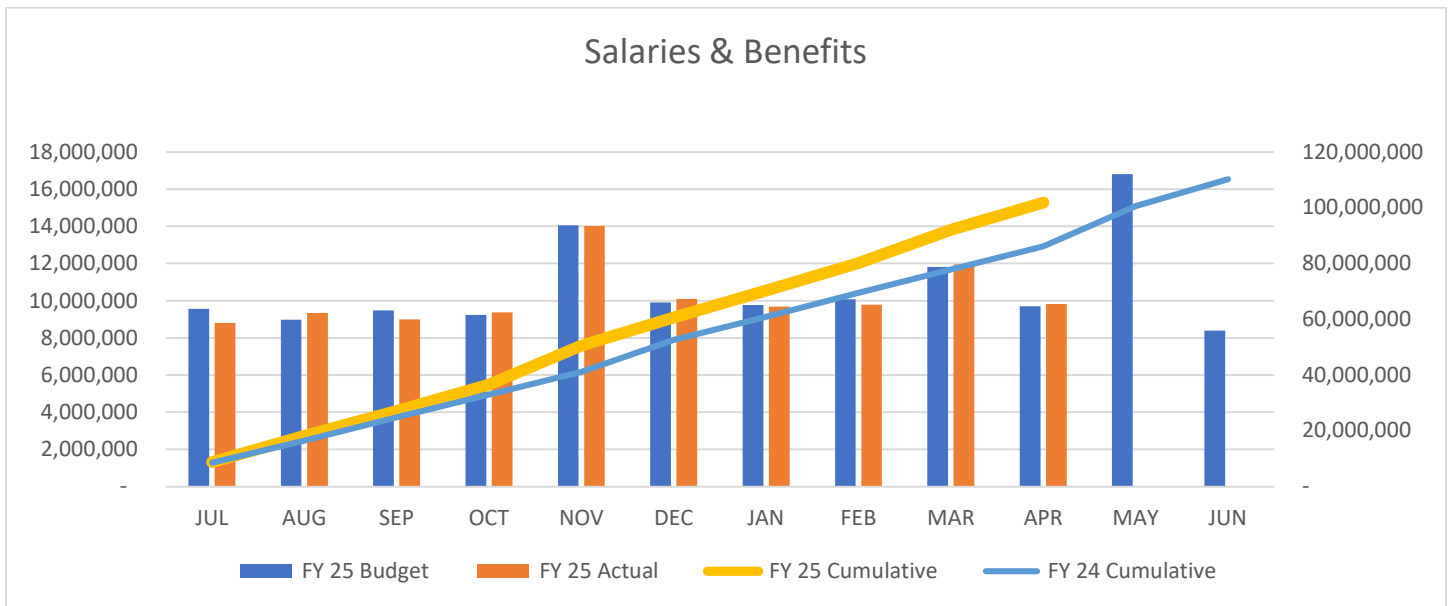
Overall, State Shared Revenue collections showed a 0.4% decrease compared to April 2024. Business License (Gross Receipts) Taxes are up 3% (\$14k) for April. Cumulatively, results are up 4%. While this tax can fluctuate depending on when returns are filed, there were also changes to the filing requirements that have impacted revenues. Mixed drink taxes were down 1% in April and remain relatively flat for the year. State Street Aid Gas Tax reflects a 6% increase in April; this tax is up 2% cumulatively. These revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.

HOTEL/MOTEL BUDGET vs. ACTUAL



Due to declining revenue forecasts, FY25 Hotel/Motel Taxes were budgeted 7% lower than the FY24 budget. April results reflect a 9% decrease compared to last year for the month. Cumulatively, there is a 2% budget deficit. The Finance Department will conduct an audit of the City’s hotels and motels in the coming year to ensure accurate and timely reporting.

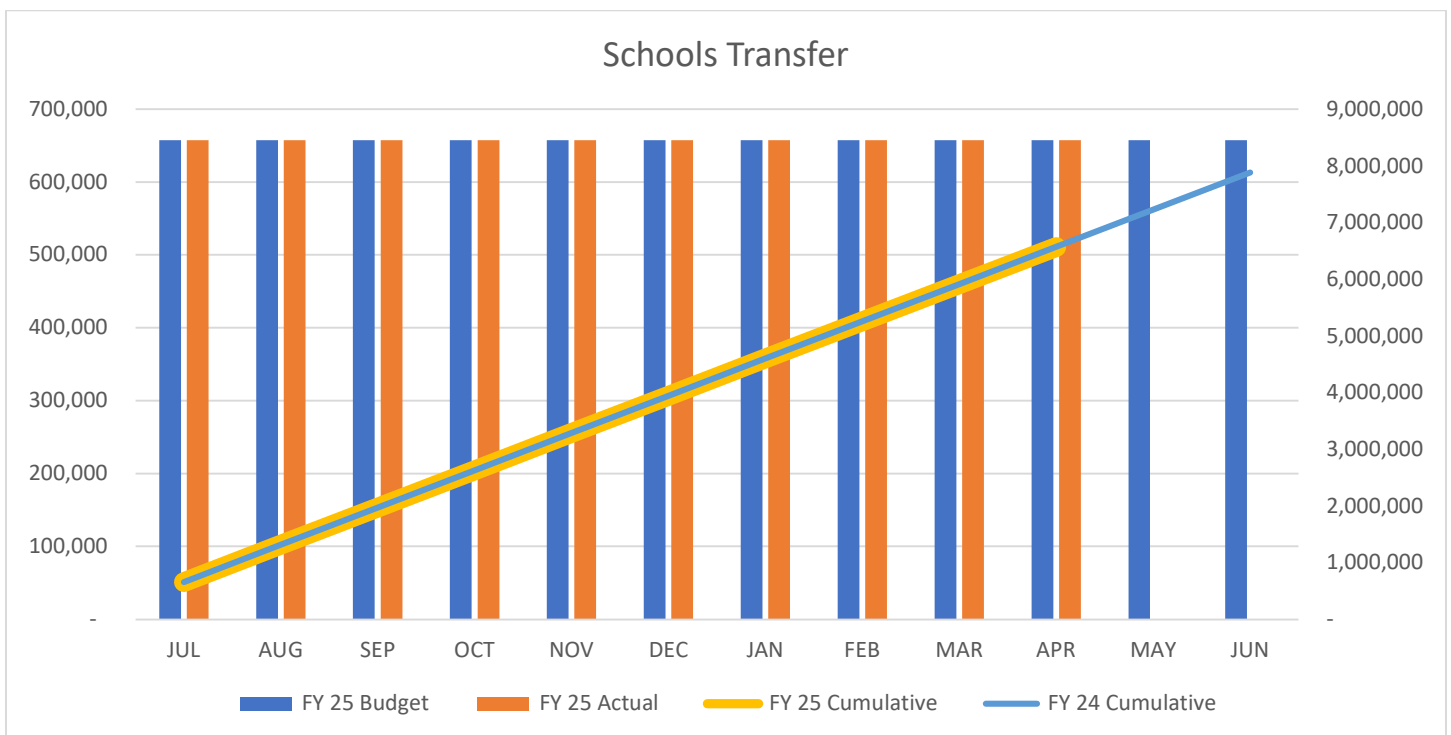
EXPENSES



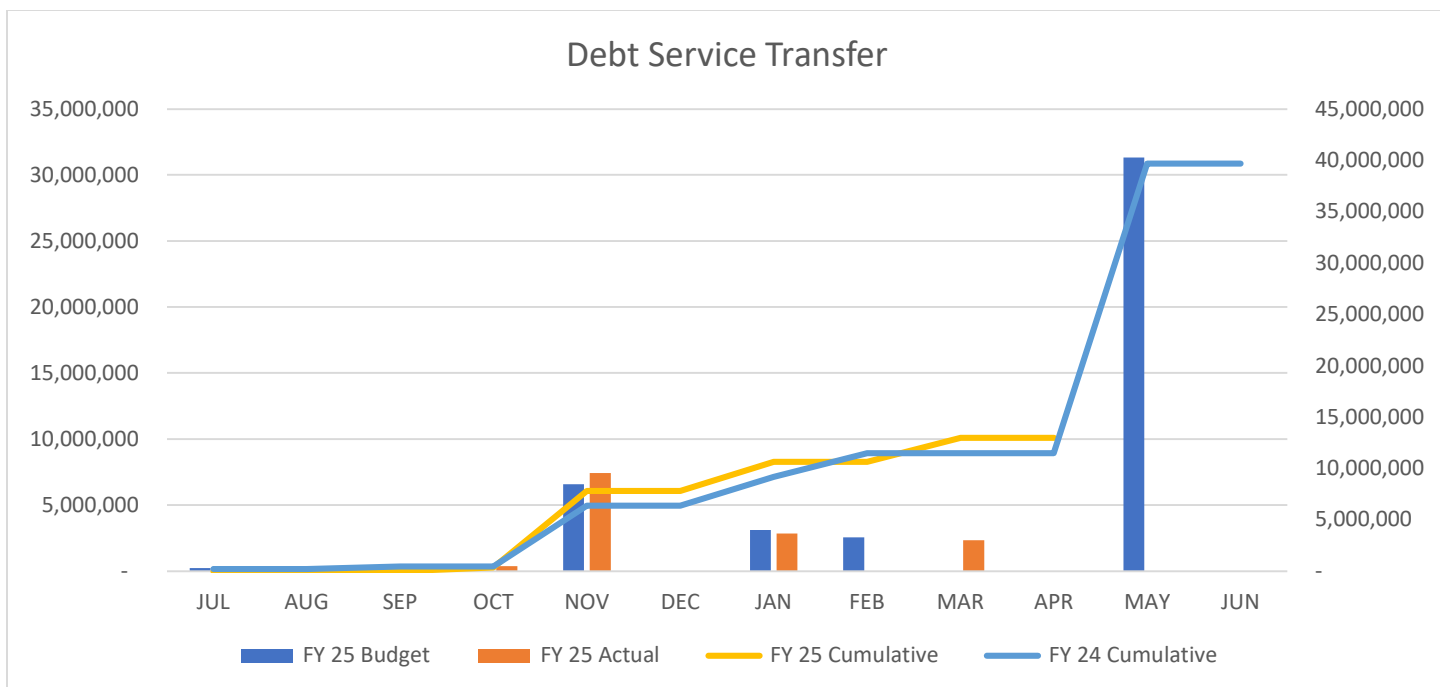
Salaries & Benefits make up 35% of General Fund's budget. The FY25 budget included 40 additional full-time positions, 22 of which are for public safety. Full-time approved positions increased from 1,104 to 1,146 positions.

As of 04/30/25, there were 1,109 filled full-time positions and 37 vacancies. Police had 10 open positions at the end of April, including 5 sworn officer positions, down from 6 open in March.

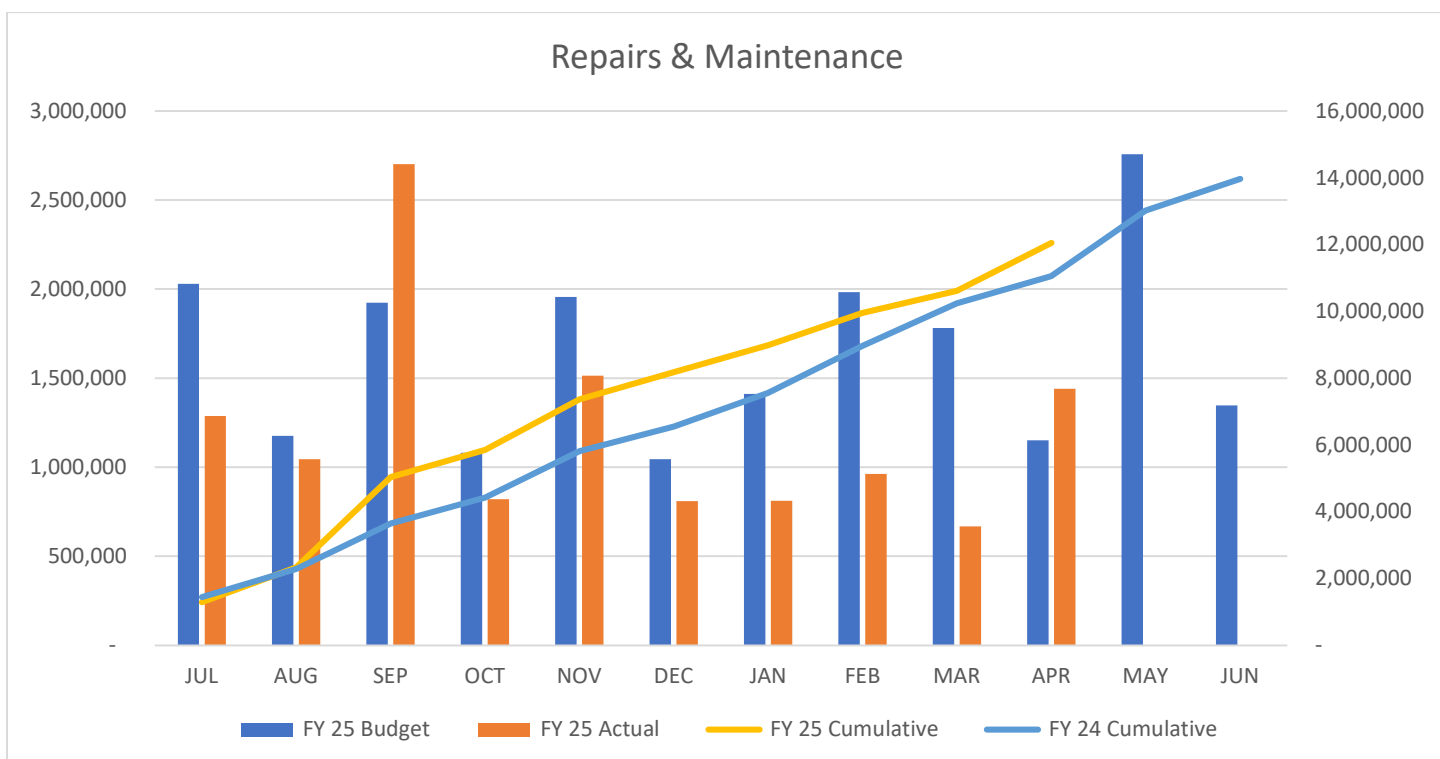
With the City Council's efforts to increase recruitment and retention City-wide, payroll savings (a.k.a. slippage) is steadily decreasing month over month – with April reflecting 0.7% in slippage cumulatively for the year, though results are slightly over budget for the month.



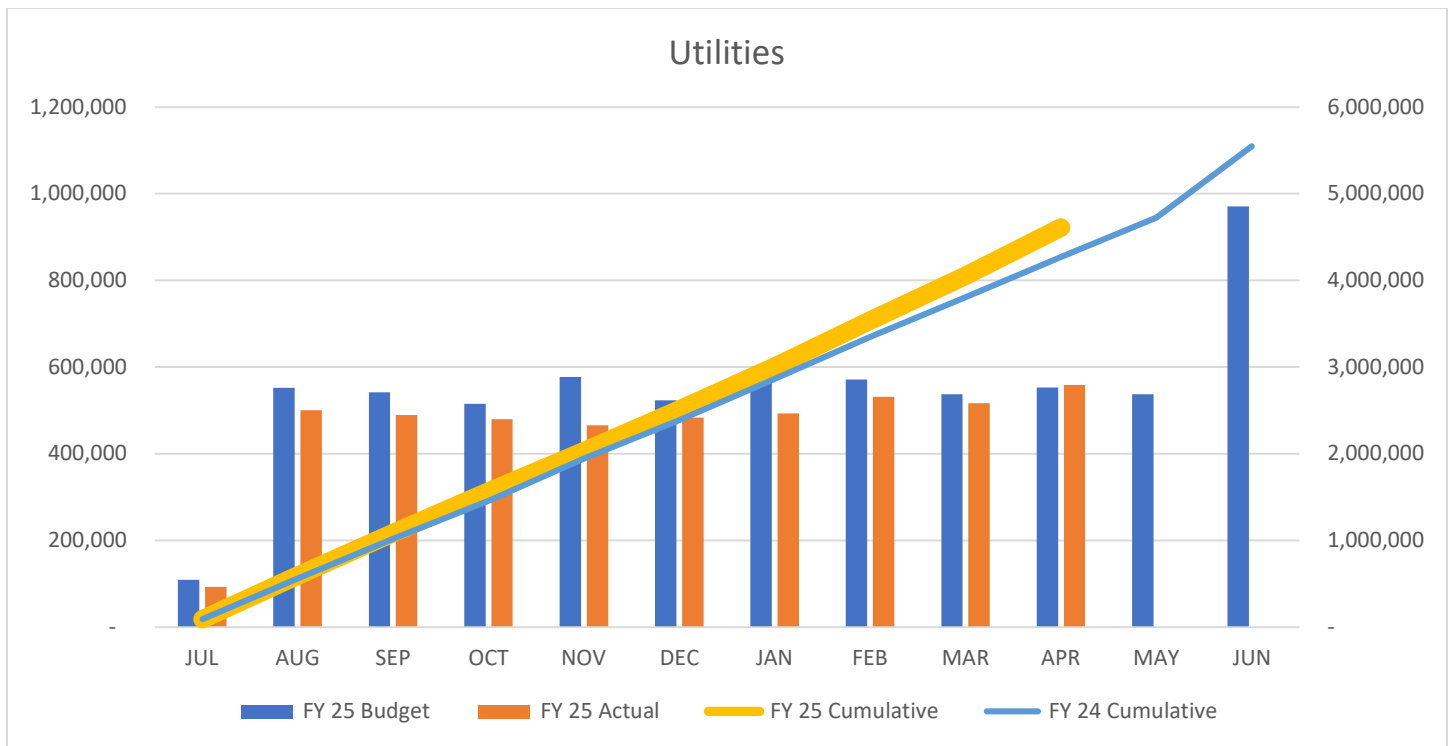
Transfers to City Schools makes up 2% of General Fund's budget. Budgeted Transfers to City Schools is budgeted at \$7.885M. This transfer is made in monthly increments evenly distributed throughout the year.



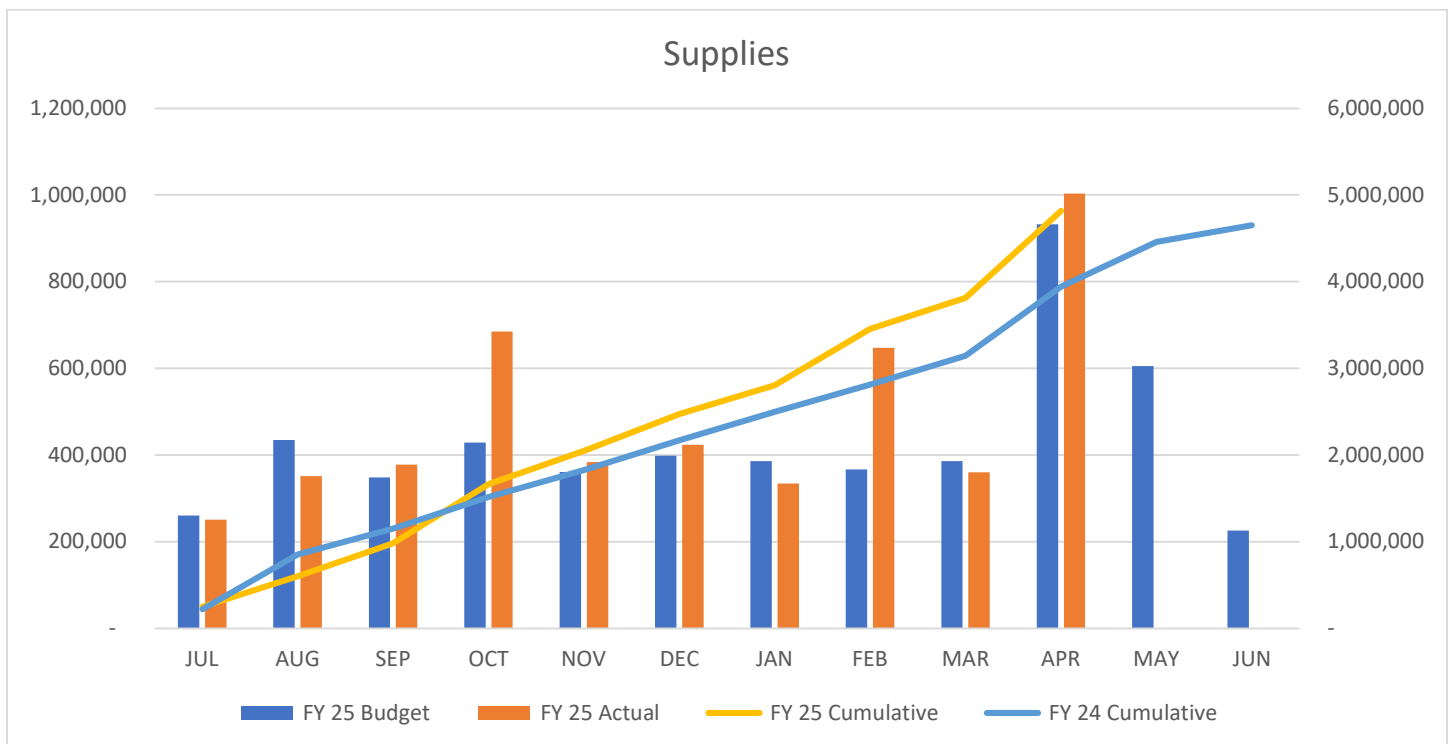
Budgeted Debt Service makes up 12% of General Fund’s budget. Council approved a \$55m debt issuance in FY24 that has since been updated to a \$70m debt issuance which is expected to be issued in later in FY25 or possibly in FY26. The Debt Service budget totals \$44.1m which includes debt roll-off of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



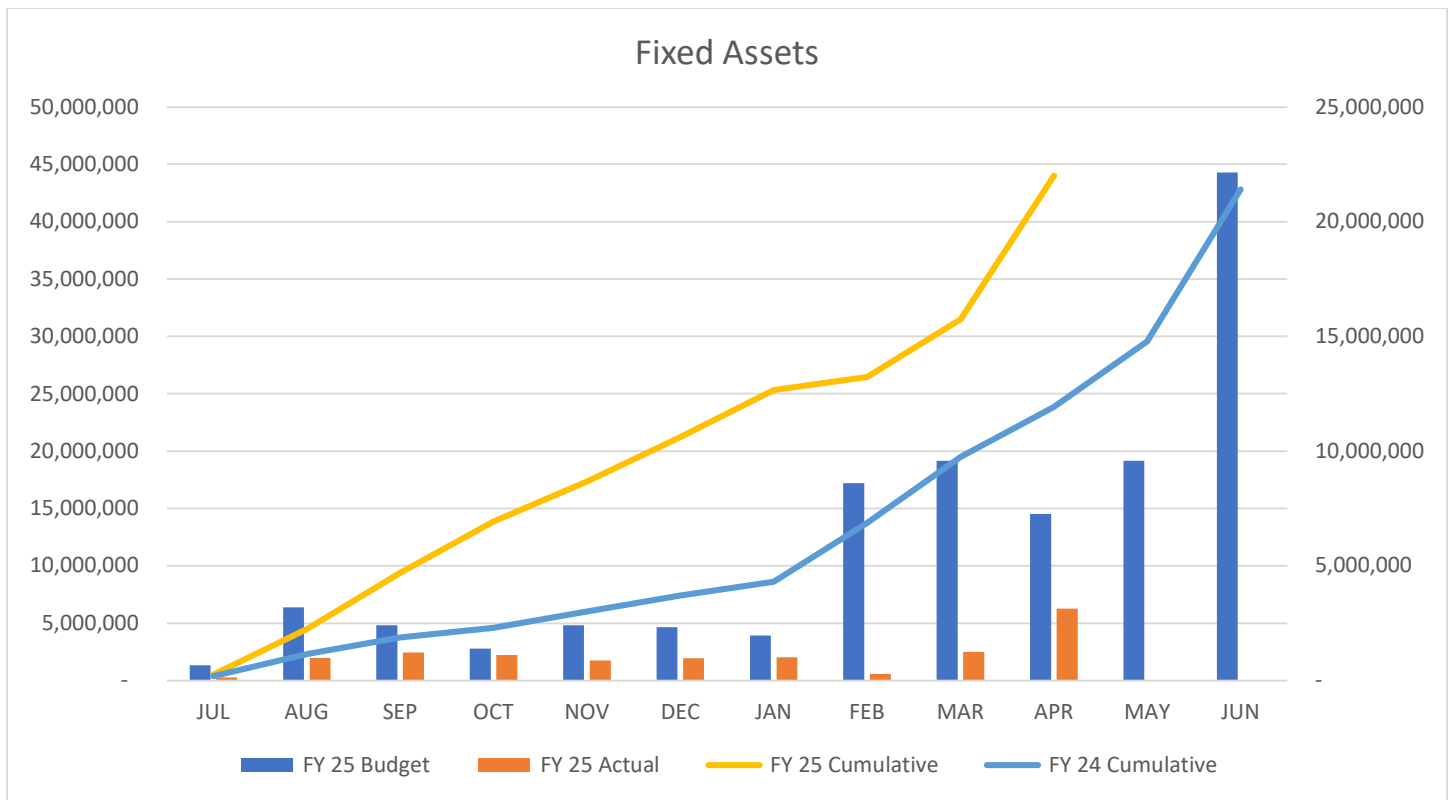
Repairs & Maintenance make up 5% of General Fund budgeted expenses. This includes technology maintenance (software, network & hardware) (\$3.5m), fleet services (\$4.6m), and Police R&M for radios, mobile data terminals, etc. (\$2.2m). State Street Aid R&M of streets, markings and right of way totals \$5.2m. While monthly budgeted amounts are based on last year’s actual results, these expenses are seasonal and fluctuate depending on contract timing and timing of repairs. Repair & Maintenance costs were up 9% compared to last year through April. Overall, costs are down 22% compared to budget for the year through April.



Utilities make up 2% of General Fund’s budget. Results are up 8% as compared to FY24 and are running \$434k (9%) under budget through April. These costs tend to fluctuate with fuel increases, so more fluctuations are anticipated this year.



Supplies make up 1% of General Fund’s budget. Through April, expenses are running 12% over budget and are up 22% over last year. This is largely due to increased clothing & uniform expenses (up \$311k or 59% over last year) and vehicle parts (up \$284k or 27% over last year). At this time, it appears that other operating savings within the departments will cover the increases over budget.



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

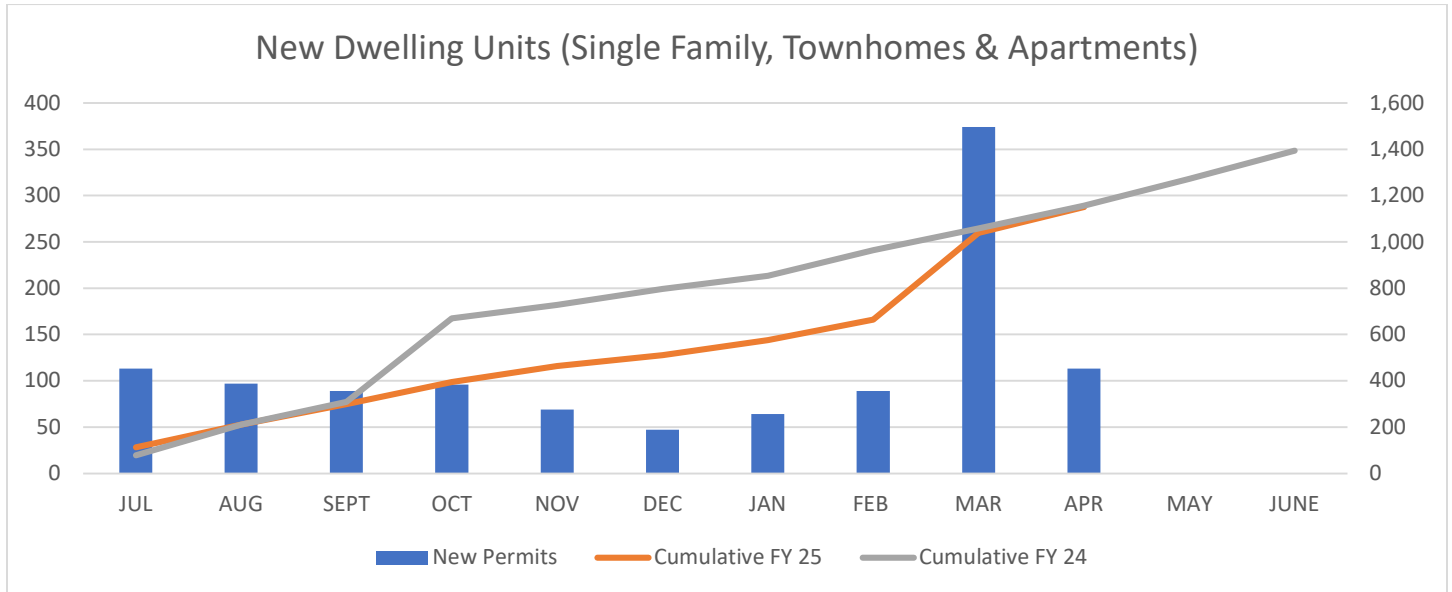
- \$39.8m – MED funded Roads
- \$6.5 – MED funded Parks
- \$14.6m – CIP swap
- \$13.1m – FY24 CIP (General Fund funded)
- \$14.3m – ARPA funded projects
- \$7.2m – Infrastructure for grant & MED funded road construction
- \$10m – Transit Facility

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

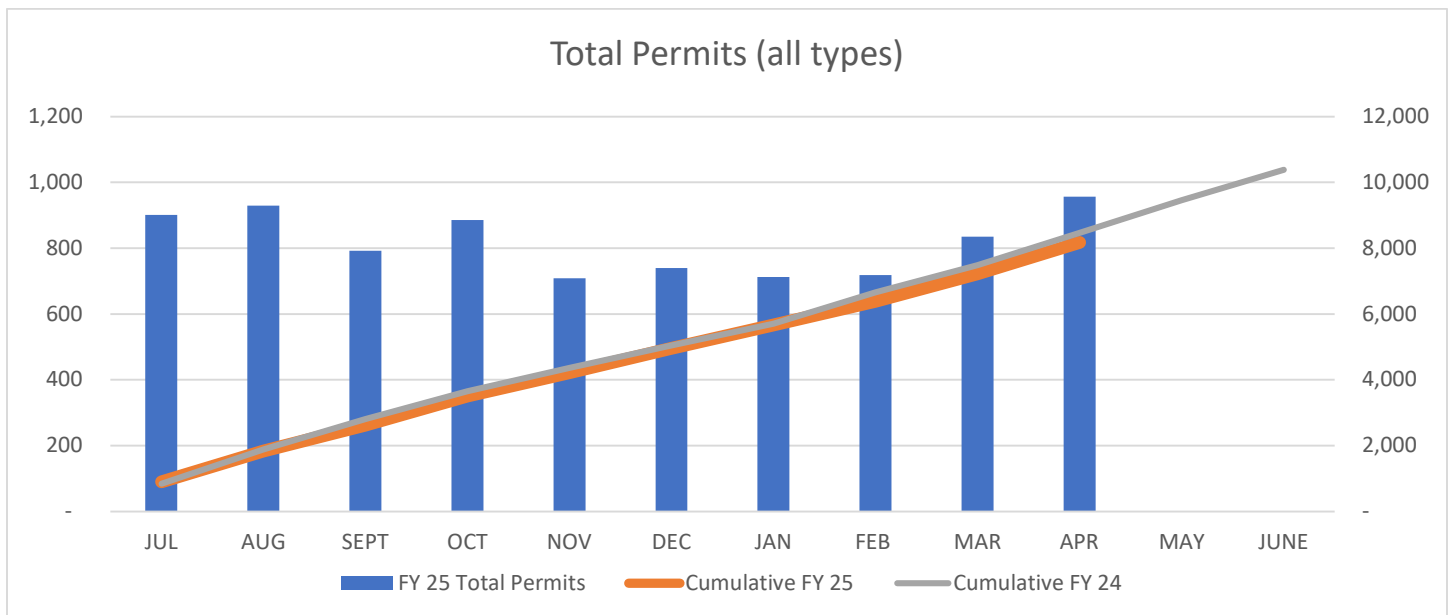
Like Repairs & Maintenance, timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. There are also several significant construction projects funded in the operating budget. Fixed asset spending was up 85% compared to last year’s expenses through April but down 72% compared to budget.

BUILDING & CODES

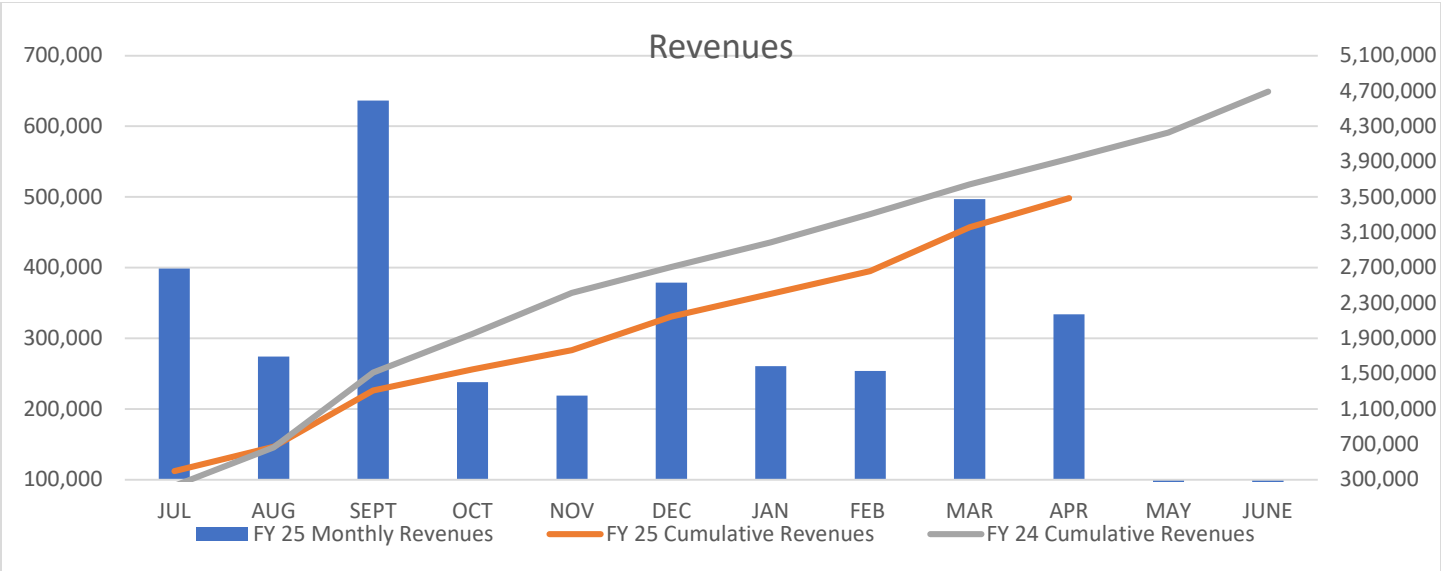
Building & Codes budgeted revenues reflect a 29% increase over the FY24 budget and reflect a 3% increase as compared to FY24's actual results. This is largely due to new commercial activity in FY24 and anticipated in FY25. Instead, revenues **dropped** for three consecutive months compared to last year,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



FY25 new dwelling permits reflect flat results compared to last year through April. For the month, new permits are up 15% compared to April 2024. This is due to a new apartment permitted during the month.



Total permits were trending down 3.4% in April.



Through April, revenues were down 11% as compared to last year, but up 16% cumulatively due to the new apartment complex permitted during the month.

	Project Status / Comments
Cherry Lane Phase II	Project has entered the 30-day environmental notice with TDEC. Right-of-way plans are being finalized.
Cherry Lane Phase III	TDOT funding has been secured for interchange. City staff and Volkert working on certifying ROW. Utility coordination is ongoing for the project.
Butler Dr. Realignment	New Butler has been opened to traffic. Contractor is constructing the cul-de-sac on Old Butler(Kenny Pipe Ct). Final asphalt topping has been installed on new Butler. They are also installing final stabilization measures and final signage.
Blackman/Burnt Knob/Manson Intersection	Contractor is currently getting northwest corner to subgrade and is planning on paving in coming weeks. MTE is continuing to set poles. Gas line is being installed on northwest corner. Water line TDEC permit is still needed to complete CUD work.
Medical Center Phase 1	The resurfacing of Medical Center is underway. Milling has been completed and asphalt topping is scheduled to be installed starting the week of 5/12.
Rutherford Blvd Extension	Construction plans are being finalized and bid book is being drafted. Right of way acquisition underway.

Project	ROW Updates
Cherry Lane Phase III	Volkert continuing ROW acquisition. Order of possession received on final tract.
Rutherford Blvd Extension	5 out of 7 tracts finalized

Impact Fee Report for New Development in the City of Murfreesboro

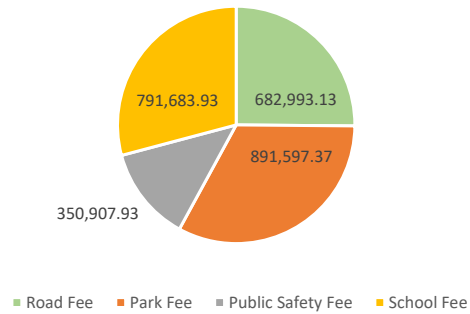
Month of April 2025

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	281,289.02	61,512.30	99,677.57	31,591.57	88,507.58
SFR-Townhomes	-	-			
Multi-Family Residential	-				
Retail/Commercial	5,311.68	3,506.98	-	1,804.70	-
Office	-				
Public/Institutional	-				
Industrial	-				
Total	286,600.70	65,019.28	99,677.57	33,396.26	88,507.58

Fiscal Year 2025 to Date

Land Use Type	Total Impact Fee Assessed	Road Fee	Park Fee	Public Safety Fee	School Fee
Single-Family Residential	2,516,077.94	550,215.95	891,597.37	282,580.69	791,683.93
SFR-Townhomes	-	-	-	-	-
Multi-Family Residential	-	-	-	-	-
Retail/Commercial	201,104.42	132,777.18	-	68,327.24	-
Office	-	-	-	-	-
Public/Institutional	-	-	-	-	-
Industrial	-	-	-	-	-
Total	2,717,182.36	682,993.13	891,597.37	350,907.93	791,683.93

Fiscal Year 2025 Distribution of Assessed Fees



COUNCIL COMMUNICATION

Meeting Date: 6/12/2025

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

Department: Murfreesboro City Schools

Presented by: Daniel Owens

Requested Council Action:

- Ordinance ☐
- Resolution ☐
- Motion ☐
- Direction ☐
- Information ☒

Summary

FY25 Cash Flow Statement (April 2025)
FY25 Revenue and Expenditure Budget Comparison Reports (April 2025)

Background Information

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

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impact

None

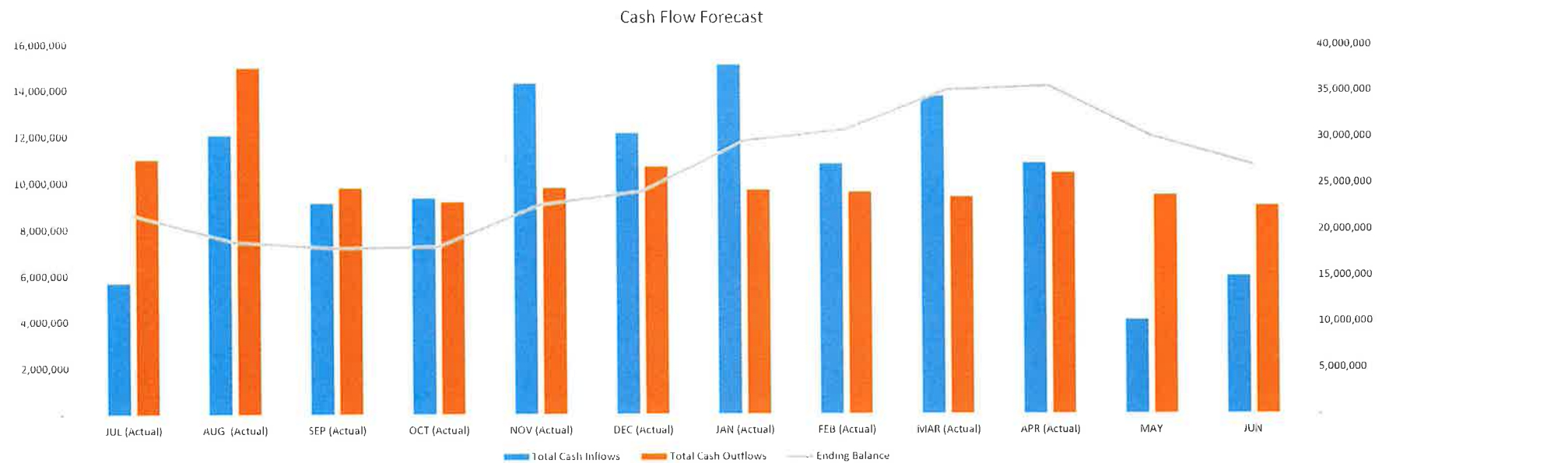
Attachments

April 2025 MCS Cash Flow Statement
April 2025 MCS Revenue and Expenditure Budget Comparison Reports

Cash Flow Forecast Schedule ** City or Town of: Murfreesboro
FY 2025-General Purpose

Fund Name	JUL (Actual)	AUG (Actual)	SEP (Actual)	OCT (Actual)	NOV (Actual)	DEC (Actual)	JAN (Actual)	FEB (Actual)	MAR (Actual)	APR (Actual)	MAY	JUN	TOTAL
Cash Receipts	\$ 5,703,038	\$ 12,080,205	\$ 9,148,640	\$ 9,368,898	\$ 14,317,269	\$ 12,159,214	\$ 15,131,087	\$ 10,846,576	\$ 13,764,631	\$ 10,874,334	\$ 4,072,515	\$ 6,000,000	\$ 123,466,407
Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflows	5,703,038	12,080,205	9,148,640	9,368,898	14,317,269	12,159,214	15,131,087	10,846,576	13,764,631	10,874,334	4,072,515	6,000,000	123,466,407
Beg Cash Bal	26,975,782	21,643,385	18,724,876	18,064,895	18,224,452	22,726,722	24,156,989	29,562,046	30,781,152	35,128,961	35,545,024	30,119,128	
Available Cash	32,678,820	33,723,591	27,873,516	27,433,793	32,541,721	34,885,936	39,288,075	40,408,622	44,545,783	46,003,295	39,617,539	36,119,128	
Cash Payments	\$ 11,019,884	\$ 14,983,164	\$ 9,793,070	\$ 9,193,790	\$ 9,799,448	\$ 10,713,397	\$ 9,710,479	\$ 9,611,919	\$ 9,401,271	\$ 10,442,720	\$ 9,482,859	\$ 9,000,000	123,152,000
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	
Transfers Out	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	15,551	46,540	217,601
Total Cash Outflows	11,035,435	14,998,715	9,808,621	9,209,341	9,814,999	10,728,948	9,726,030	9,627,470	9,416,822	10,458,271	9,498,410	9,046,540	123,369,601
Ending Balance	21,643,385	18,724,876	18,064,895	18,224,452	22,726,722	24,156,989	29,562,046	30,781,152	35,128,961	35,545,024	30,119,128	27,072,588	
Cash Inflows - Outflows	\$ (5,332,397)	\$ (2,918,509)	\$ (659,981)	\$ 159,557	\$ 4,502,270	\$ 1,430,267	\$ 5,405,057	\$ 1,219,106	\$ 4,347,809	\$ 416,063	\$ (5,425,895)	\$ (3,046,540)	\$ 96,806

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



COMPARISON OF BUDGET TOTALS
July 1, 2024 Through April 30, 2025

TOTAL INCOME	7/1/24 - 4/30/25	\$	93,492,865
TOTAL EXPENSES	7/1/24 - 4/30/25		<u>83,875,572</u>
	NET INCOME 4/30/25	\$	<u>9,617,293</u>

		YEAR-TO-DATE REVENUE COMPARISON						2024-25	
BUDGET CLASS.		2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	13,101,048	(1,898,952)	87.3%	15,000,000	12,880,319	(2,119,681)	85.9%
2	40210-Local Option Sales Tax	14,300,000	11,674,197	(2,625,803)	81.6%	16,700,000	12,080,158	(4,619,842)	72.3%
3	40000-41110-Other County Rev	1,761,800	1,119,750	(642,050)	63.6%	1,972,000	1,001,284	(970,716)	50.8%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	1,001,120	(174,806)	85.1%	1,621,796	1,518,298	(103,498)	93.6%
	SUBTOTAL LOCAL REVENUE	\$ 32,237,726	\$ 26,896,115	\$ (5,341,611)		\$ 35,293,796	\$ 27,480,059	\$ (7,813,737)	
5	46310-Project Diabetes Grant	93,900	120	(93,780)	0.1%	126,700	126,699	(1)	100.0%
6	46510-TISA	59,992,037	54,238,189	(5,753,848)	90.4%	63,477,651	57,687,899	(5,789,752)	90.9%
7	46513-TISA On-Behalf Payments	-	-	-	N/A	30,000	-	(30,000)	0.0%
8	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,326,895	687,344	(639,551)	51.8%	1,500,605	1,082,900	(417,705)	72.2%
9	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	1,779,702	-	(1,779,702)	N/A
10	46596-Paid Parental Leave	-	-	-	N/A	300,000	179,372	(120,628)	N/A
11	46610-Career Ladder Program	57,146	62,406	5,260	109.2%	51,000	44,946	(6,054)	88.1%
12	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
13	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
14	46800-46990-Safe Schools and Public School Security Grant	768,542	484,290	(284,252)	63.0%	-	-	-	N/A
	SUBTOTAL STATE REVENUES	\$ 64,090,429	\$ 55,472,350	\$ (8,618,079)		\$ 67,265,658	\$ 59,121,816	\$ (8,143,842)	
15	47000- Federal Funds	274,582	-	(274,582)	0.0%	468,555	136,766	(331,789)	29.2%
	SUBTOTAL FEDERAL REVENUES	\$ 274,582	\$ -	\$ (274,582)		\$ 468,555	\$ 136,766	\$ (331,789)	
16	49100-49800 Insurance Recovery/Indirect Costs	460,000	25,224	(434,776)	5.5%	195,000	27,305	(167,695)	14.0%
17	49810-City of Murfreesboro Allocation	7,885,103	6,570,919	(1,314,184)	83.3%	7,885,103	6,570,919	(1,314,184)	83.3%
18	49820-City TN All Corp Grant	165,435	165,435	(0)	100.0%	156,000	156,000	-	100.0%
	SUBTOTAL OPERATING TRANSFERS	\$ 8,510,538	\$ 6,761,578	\$ (1,748,960)		\$ 8,236,103	\$ 6,754,224	\$ (1,481,879)	
	TOTAL REVENUES	\$ 105,113,275	\$ 89,130,043	\$ (15,983,232)	84.8%	\$ 111,264,112	\$ 93,492,865	\$ (17,771,247)	84.0%

YEAR-TO-DATE EXPENDITURE COMPARISON

APRIL 2025

PAGE 1

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	71100-Reg. Instruction	57,249,035	40,854,970	(16,394,065)	71.4%	61,179,757	\$ 43,871,961	(17,307,797)	71.7%
2	71200-Sp. Ed. Instruction	12,674,470	9,059,236	(3,615,234)	71.5%	13,930,329	10,080,758	(3,849,571)	72.4%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	128,072	(32,893)	79.6%	188,725	150,839	(37,886)	79.9%
5	72120-Health Services	1,098,216	661,649	(436,567)	60.2%	1,252,495	891,901	(360,594)	71.2%
6	72130-Guidance	3,623,785	2,638,798	(984,987)	72.8%	4,188,625	3,073,960	(1,114,665)	73.4%
7	72210-Reg. Instr. Support	2,548,064	1,844,422	(703,642)	72.4%	2,774,798	2,076,962	(697,836)	74.9%
8	72220-Sp. Ed. Support	1,999,863	1,347,098	(652,765)	67.4%	2,209,555	1,639,781	(569,774)	74.2%
9	72250-Technology	2,674,265	1,970,152	(704,113)	73.7%	2,738,190	2,137,355	(600,835)	78.1%
10	72310-Bd. Of Education	1,966,681	1,539,441	(427,240)	78.3%	2,187,020	1,830,526	(356,494)	83.7%
11	72320-Office of Supt.	440,109	319,754	(120,355)	72.7%	471,438	356,122	(115,316)	75.5%
12	72410-Office of Principal	5,703,089	4,381,284	(1,321,805)	76.8%	6,151,248	4,714,521	(1,436,727)	76.6%
13	72510-Fiscal Services	886,045	697,219	(188,826)	78.7%	885,280	726,701	(158,579)	82.1%
14	72520-Personnel Services	594,415	467,719	(126,696)	78.7%	606,845	486,088	(120,757)	80.1%
15	72610-Oper. Of Plant	6,402,482	4,441,800	(1,960,682)	69.4%	6,347,847	4,564,282	(1,783,565)	71.9%
16	72620-Maint. Of Plant	4,608,543	2,542,488	(2,066,055)	55.2%	3,481,108	2,180,724	(1,300,384)	62.6%
17	72710-Pupil Transp.	4,544,354	2,955,066	(1,589,288)	65.0%	5,457,902	3,748,163	(1,709,739)	68.7%
18	73300-Community Service	522,655	396,813	(125,842)	75.9%	507,561	349,804	(157,757)	68.9%
19	73400-Early Childhood Educ.	1,108,368	791,555	(316,813)	71.4%	1,154,547	798,822	(355,725)	69.2%
20	76100-Reg. Cap. Outlay	171,872	142,005	(29,867)	82.6%	3,243,219	40,793	(3,202,426)	1.3%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	155,510	(62,100)	71.5%	217,601	155,510	(62,091)	71.5%
	TOTALS	109,194,886	77,335,049	\$ (31,859,837)	70.8%	119,174,090	83,875,572	\$ (35,298,518)	70.4%

No Items.

COUNCIL COMMUNICATION

Meeting Date: 06/12/2025

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
Sami's Market	Sami's Market	2975 S Rutherford Blvd Ste B	Off-Premises	Convenience Store	Ownership Change

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	Sami's Market
Name of Business	Sami's Market
Business Location	2975 S Rutherford Blvd. Ste.B
Type of Business	Grocery/Market
Type of Permit Applied For	Off-Premises

Type of Application:

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

5% or more ownership:

Name	Amany Nasem
Age	37
Residency City/State	Mt.Juliet, TN
Race/Sex	White/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.
Name	Kamel Kamel
Age	44
Residency City/State	Mt.Juliet, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

No Items.

