MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Workshop
Murfreesboro Municipal Airport – Business Center
March 9, 2022 – 11:30 AM

Action Items
1. Old Fort Golf Course Renovation Agreement (Golf)
2. Chlortec Hypochlorite Cell Replacement (Water Resources)
3. Overall Creek Pump Station Expansion Award of Contract (Water Resources)
4. Switchgear Improvements Bid Award (Water Resources)

Workshop Items
5. Golf Part-time Staff Reduction (Golf)
6. Parks Part-time Staff Reduction (Parks)
7. Evergreen Cemetery (Administration)
9. January Dashboard Information (Administration)

Licensing
Payment of Statements
Other Business
Adjournment
Item Title: Golf Course Renovation for Old Fort Golf Club
Department: Golf Department
Presented by: Trey Adams

Requested Council Action:

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

Summary

Agreement with Watermark Golf/Nathan Crace Design for renovation consultation of Old Fort Golf Club.

Staff Recommendation

Approve the contract with Watermark Golf/Nathan Crace Design.

Background Information

Old Fort Golf Course was last renovated in 2003 to improve the course layout and green complexes. During that renovation, a bent grass was selected for the greens. Bent grass is a cool season grass and is no longer recommended as the best for greens in Middle Tennessee. After 20 years, the grass struggles during the summer months, especially with the amount of play at Old Fort.

Staff recommends changing the greens to a warm season grass, which will be more conducive to the environment and will better play during the summer. Swapping to a warm season grass with reduced agricultural inputs will also result in maintenance savings. Additionally, the course’s bunkers are in need of renovation to improve drainage. The current drainage system is failing and requires excessive time to rehabilitate the bunkers into a playable condition. The consulting architect will address these issues as part of the contract as well as needed cart path resurfacing and repair.

Council Priorities Served

- Establish strong City brand

Old Fort Golf Course is well recognized as a very good course, which assists in building the City’s brand as a community that supports recreational facilities.

- Responsible budgeting

The recommend changes are estimated to result in a $30,000 annual operating cost savings and the renovation will have an estimated lifespan of 15 to 30 years.

Operational Issues

The golf course architect has recommended the bunker renovation and smaller drainage projects to begin in January or February of 2023. The green resurfacing project and cart path work would begin in May of 2023. Old Fort Golf Course will be closed during
the green resurfacing project, which will require approximately three months. During this time, part-time facility attendants will be reassigned. It is anticipated that the clubhouse, snack bar, and driving range will remain open.

**Fiscal Impact**

The total cost of the consulting and design work, $54,000 plus travel expense. This will be funded from reallocated 2021 bond proceeds for golf course netting which is no longer planned. The estimated project cost is approximately $850,000 for the bunker renovation and green resurfacing. The actual project costs will be finalized as part of the design work, which is anticipated to be included in the FY23 CIP.

**Attachments**

1. Old Fort Golf Course Proposal by Watermark Golf/Nathan Crace Design
2. Watermark Golf/Nathan Crace Design Contract
PROPOSAL FOR COMPREHENSIVE GREEN AND BUNKER RENOVATION STUDY & DESIGN

REGARDING

OLD FORT GOLF CLUB
MURFREESBORO, TENNESSEE

NATHAN CRACE, ASGCA
MEMBER | AMERICAN SOCIETY OF GOLF COURSE ARCHITECTS
MEMBER | ASGCA BOARD OF GOVERNORS
29 December 2021

Old Fort Golf Club – Attn: Mr. Trey Adams, PGA
1028 Golf Lane
Murfreesboro, TN 37129

Dear Mr. Adams:

Let me begin by thanking you for the opportunity to come meet with you this past week and tour the course with you and Darryl—despite the fact that the temperature was around freezing early that morning. As I mentioned, my mother’s family is from there and it has been too long since I’ve visited (as the growth of Murfreesboro proves). After meeting with the two of you, riding each hole, and conducting some research on the history of the club and the course, we have prepared this preliminary assessment report and proposal for professional services including a comprehensive plan for greens renovation, full course bunker renovation, budget projections, project timeline, and development of construction drawings, specifications, bid documents and tabulation, and construction monitoring services. With our extensive experience with publicly bid projects for municipalities, county and state governments, DI universities, and even the US Air Force, we can help to negotiate the public bidding process for your golf course renovation to ensure that the City receives the best return on investment from any work on the course.

**COURSE ASSESSMENT:**

The course is obviously a popular place for local golfers. Rounds are up year over year and, anecdotally, I have a good friend from college who now lives in Nolensville and he told me that he plays Old Fort often. Despite the cold weather on the day of my visit, the course was busy with a large senior group warming up to play as we started out. The location is ideal with direct access to heavily traveled Highway 96, the Highway 96 shopping corridor, and easy access to I-24 and thus the rest of the Greater Nashville Metropolitan Area.

**Greens:** The age of the course since the last renovation is evident and the condition of the greens shows that they have exceeded the typical lifecycle for bentgrass greens (see the typical lifecycle chart on the following page). I should stress that this is no fault of the golf course staff—it is simply part of the natural life cycle of any golf course and most greens require at least re-grassing at this point since their last renovation.

That said, this would also be an excellent opportunity to consider a transition from cool season bentgrass to a warm season ultradwarf bermudagrass putting surface. Most public courses in your market are now ultradwarf bermudagrass (like the MiniVerde on the chipping green). After looking at each of the greens in person, I feel strongly that an ultradwarf conversion would yield several benefits, including reduced maintenance labor in the summer, better and more

(continued)
consistent putting surfaces throughout the year, and the ability to have firmer greens and utilize fewer resources such as water, chemicals, and specialty products (and no syringing of greens) while also reducing the course’s carbon footprint.

The existing bentgrass greens are aged and mottled, and segregation is visibly evident—forcing the maintenance staff to spend additional and costly man hours and apply more chemicals and specialty products each year to maintain the level of quality for which the greens have come to be known. However, this is not unusual for bentgrass greens of this age.

Additionally, some of the greens have areas that are unusable for pin placements (such as the front of #10) and a greens renovation would provide a chance to soften some of the contours and regain those pin placements. We can also re-establish any lost putting surface from shrinkage (another common issue with older courses) during a renovation project.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>YEARS</th>
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<tbody>
<tr>
<td>Greens (1)</td>
<td>15 – 30 years</td>
</tr>
<tr>
<td>Bunker Sand</td>
<td>5 – 7 years</td>
</tr>
<tr>
<td>Irrigation System</td>
<td>10 – 30 years</td>
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<tr>
<td>Irrigation Control System</td>
<td>10 – 15 years</td>
</tr>
<tr>
<td>Pump Station</td>
<td>15 – 20 years</td>
</tr>
<tr>
<td>Cart Paths – asphalt (2)</td>
<td>5 – 10 years (or longer)</td>
</tr>
<tr>
<td>Cart Paths – concrete</td>
<td>15 – 30 years (or longer)</td>
</tr>
<tr>
<td>Practice Range Tees</td>
<td>5 – 10 years</td>
</tr>
<tr>
<td>Tees</td>
<td>15 – 20 years</td>
</tr>
<tr>
<td>Corrugated Metal Pipes</td>
<td>15 – 30 years</td>
</tr>
<tr>
<td>Bunker Drainage Pipes (3)</td>
<td>5 – 10 years</td>
</tr>
<tr>
<td>Mulch</td>
<td>1 – 3 years</td>
</tr>
<tr>
<td>Grass (4)</td>
<td>Varies</td>
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</tbody>
</table>

NOTES: (1) Several factors can weigh into the decision to replace greens: accumulation of layers on the surface of the original construction, the desire to convert to new grasses and response to changes in the game from an architectural standpoint (like the interaction between green speed and hole locations). (2) Assumes on-going maintenance beginning 1 – 2 years after installation. (3) Typically replaced because the sand is being changed—while the machinery is there to change sand, it’s often a good time to replace the drainage pipes as well. (4) As new grasses enter the marketplace—for example, those that are more drought and disease tolerant—replanting may be appropriate, depending upon the site.

The ASGCA’s Life Cycle Chart shows the anticipated life cycle of key course components.
**Bunkers:** The bunkers throughout the course are also in need of attention. I would recommend a complete bunker study to determine which bunkers are no longer in play, which can be reduced in size, and which need to be relocated for today’s golfer. Additionally, a redesign of all bunkers to a different style with semi flat bunker bottoms and sodded faces will help reduce maintenance expense while also increasing aesthetics and playability.

The existing bunkers are plagued by drainage issues and the steep faces wash after a rain event. In addition to requiring costly labor to push sand back up onto the faces, the sand becomes contaminated with native soil each time it rains. Balls that plug in the face also create shots that are difficult to play for the average golfer.

This bunker on #14 is indicative of the problems you face with bunkers at Old Fort GC—steep faces, poor drainage, contaminated sand, and bunkers that are too large relative to the shot being played and therefore costly to maintain.

(continued)
During the preliminary design stage, we will investigate installing a bunker liner system such as Better Billy Bunker as well as reducing overall square feet of bunkers to further help reduce long term maintenance costs. Reduction in total square feet has a direct correlation to cost and a liner system will help the bunkers drain quickly, remain playable, and lower long-term cost.

**Miscellaneous:** In addition to the two primary concerns (greens and bunkers), I noticed a handful of areas throughout the course where some minor adjustments should be made in the alignment of some holes (such as #9) to widen the landing area, some improvements could be made to areas of cart paths (including installing curbing at tees and greens), re-vamping the short game practice green, and assessing some drainage and tree issues. That said, for the purpose of this proposal, we will focus on what we were asked to address, the greens and bunkers.

**PROPOSAL:**

1. **Comprehensive Green and Bunker Study and Subsequent Renovation Design Services:**

Watermark Golf staff will visit the course for a one or two day site visit to assess the course on a hole-by-hole basis, collecting data for each green and bunker, including but not limited to:

1) Evaluating current greens to recommend improvements, adjustments, expansions, and/or softening of contours as part of the re-grassing/renovation. *We will GPS current size of greens.*

2) Evaluating current bunkers to recommend adjustments, relocation, and/or renovation (as may be required by increases in ball/club technology since the course was last renovated). We will use satellite and GPS data to measure all existing bunkers as part of the process.

3) Making other evaluations to improve the playability of the course where opportunities present themselves within the scope of the project (i.e. the realignment of the 9th fairway we discussed or improvements to the short game practice facility, etc.).

![Watermark Golf staff agronomist Al Osteen pulls a core sample from a green during our project in Hilton Head, South Carolina.](image1)

After gathering this data (in addition to any as-builts or other information the course can provide) along with photographs we take of the course and additional information from key staff member

*(continued)*
interviews, we will return to our office and prepare the initial design studies for the scope of renovation with a construction cost estimate and timeline. We will forward this draft report to you for review. This initial step involves utilizing our knowledge of the golf industry and experience in golf course design and construction to provide you with the necessary construction cost estimate and timeline to determine the long-term feasibility of the scope of work indicated. If you are satisfied with the findings and the construction cost estimate is within an acceptable budget amount, we will forward you the final report and construction cost estimate with proposed timeline to present to the City.

This information will be in the form of a written report, a spreadsheet with line items detailing the construction cost estimate, and an estimated timeline for the project that minimizes disruption to play. For example, bunker work can begin in January of 2023 with minimal disruption and without closing any holes on the course and the greens renovation phase would begin after the bunkers have been completed.

A Note Regarding Step 1: If after the completion of Step 1, the City determines that the cost or timing of the project does not coincide with the City's schedule or budget, we can pause the contract before beginning schematic drawings and circle back when the City decides to restart. This enables us to best meet the needs of the City going forward for planning and budgeting.

2. Development of Schematic Design Drawings:

Once the City formally approves the construction cost estimate and timeline for renovation, we will begin developing schematic drawings for the full scope of the project. After meeting with your staff to determine if any changes need to be made to the schematic drawings, we will begin developing final construction drawings and bid documents.

3. Construction Drawings, Specifications, and Bid Documents:

Once Step 2 is complete, we will finalize the construction drawings, specifications, and bid documents so that the City can publicly bid the project. While the project would be for 2023 construction, given the state of the golf industry, I would recommend putting the project out for bid by Summer of 2022 to get a contractor locked-in for the 2023 start date. Letting a contract (even if the actual work will not begin until January 2023) sooner rather than later will help to ensure attracting a quality contractor and securing better pricing as well. Bunker work can begin in January (without closing any holes to play) and greens renovation after that to minimize disruption to play during the project and sprig the new greens in June of that year.

4. Other Services:

As I mentioned during my visit, I am happy to meet with any committees, boards, golfer groups, etc. that you feel will benefit the project. For example, we could meet for a “Q & A” session with the renovation committee and/or other golfers to answer any questions regarding the scope of

(continued)
the project. Given the unique times in which we live with the COVID pandemic, these meetings can be done via Zoom, conference call, or in person—whichever you prefer.

![Aerial view of Old Fort Golf Club](image)

5. Professional Fees:

Our fee is typically based on a percentage of the construction cost estimate, but for municipal projects, we understand that the client needs to know the fee amount prior to committing to the project. Additionally, part of the charter of our firm is to promote the growth of the game by supporting clients who provide affordable access to public golf and junior programs in an ongoing effort to help grow the game. As a result, we reduce that percentage for clients such as the City of Murfreesboro. Given this and our knowledge of the required man hours both on-site and in the office for a project of this scope, we can provide the following options to the City for professional fees related to the work detailed in this proposal for the work at Old Fort Golf Club:

**Option A – Greens Renovation Design:**
The scope of work outlined above for the renovation of the greens. The scope of work includes using GPS to measure and re-establish old green cores and construction drawings and specifications related to coring out old greens, installing new greens mix, floating and softening some contours as needed, finishing and grassing. Includes bid documents, bid tabulation, and on-site construction monitoring. This does not include the total re-design of all green complexes.

*Professional Fees: $35,000 + reimbursable expenses for travel*

**Option B – Bunker Renovation Design:**
The scope of work outlined above for the renovation of all bunkers throughout the golf course, including reduction, relocation, and re-shaping to enhance aesthetics and playability while

*(continued)*
reducing maintenance and installing Better Billy Bunker liners (if requested by client). Converting some unnecessary bunker areas to grass hollows and installing catch basins as needed will also be included in the scope of work. Includes drawings and specifications, bid documents, bid tabulation, and on-site construction monitoring, This does include the re-design of all bunkers.

Professional Fees: $25,000 + reimbursable expenses for travel

Option C – Greens and Bunker Renovation Design Completed Simultaneously (Recommended)
Option A and Option B above to be completed simultaneously in order to bid both projects as one project to attract the best bid price for the City. The design, construction documents, specifications, bid documents, bid tabulation, and construction monitoring would be for both greens and bunkers; however, we can include an option in the bid documents to make the greens the primary project and the bunkers an add-alternate to offer flexible options, if the City desires.

Professional Fees: $54,000 (total) + reimbursable expenses for travel (a savings of 10% in fees)

A Note Regarding Payment Scheduling: As with a typical engineering or architecture contract, our fees are paid in accordance with the percentage of work completed from execution of the agreement in early 2022 through design, bidding, construction, grow-in, and ending with the re-opening of the course in the Fall of 2023 (a contract period of 18 to 22 months).

IN CLOSING...

As I mentioned during my visit, I have always enjoyed spending time in the Greater Nashville area. My mother was born and raised in Gallatin, my grandmother lived in Portland for years before moving to Indiana to be closer to our family after my grandfather passed away, and my mother’s brother and his wife both graduated from MTSU. He worked as a schoolteacher and she as a librarian for the Murfreesboro public school system before both retired in Murfreesboro nearly 20 years ago.

While the pandemic has caused a spike in work for our firm and other golf course architects and contractors (in some cases unlike I have seen in the 26+ years that I have been a golf course architect), I have always heeded the words of my mentor Bob Cupp and been careful to limit my workload to the number of projects that I can personally deliver on with my team. Doing so enables me to focus on a handful of projects and work directly with each client to provide the hands-on attention our clients expect without “handing off” the project to a design associate.

This past fall, we were honored to have my renovation of The Refuge (an upscale municipally owned course in Mississippi) named Runner-Up for “Best Public Course Renovation in America” by Golf Inc Magazine after winning an Environmental Excellence Award in 2020 for our restoration project for the City of Alexandria, Louisiana’s Links on the Bayou GC. We pride ourselves in exceeding expectations—especially when helping to improve public facilities that help to grow the game. That said, on the heels of our recently completed study for the City of Franklin, Tennessee, we are pleased to provide this proposal for you and we look forward to the possibility of working with you, your committee, and the City of Murfreesboro in the near future.

(continued)
After reviewing this proposal and related information, please do not hesitate to give me a call if you have any questions or comments. I am happy to speak with you and the committee in person or via phone conference or Zoom to discuss the proposal if you would like to do so. As always, you can reach me directly on my cell at 601-540-5737 or via email.

I look forward to hearing from you soon!

With best wishes, I am

Sincerely,

WATERMARK GOLF / NATHAN CRACE DESIGN

[Signature]

Nathan Crace, ASGCA
Principal
Member | ASGCA Board of Governors

Enc.
SAMPLES OF DRAWINGS FROM OTHER PROJECTS
GRAND BEAR GOLF COURSE
SAUCIER, MISSISSIPPI

HOLE 17 - GREENSIDE BUNKER REMODEL TO ADDRESS ONGOING FLOODING CONCERNS
PERSPECTIVE RENDERING

MAINTAIN TWO BAYS OF THE EXISTING BUNKER CLOSEST TO THE GREEN AND RESHAPE AS TWO NEW GREENSIDE BUNKERS. ELEVATE BUNKER FLOORS 12-18" FOR FLOODING.

RESHAPE REMAINING BUNKER AREA INTO LOWER FAIRWAY AREA WITH TWO CATCH BASINS

RENDERING BY: NATHAN CRACE, ASGCA - 10 JUNE 2021
THE NEW 17TH AND 18TH HOLES ARE THE FINISHING PIECES ON THE NEW GOLF EXPERIENCE AT SMUGGLER’S RUN. THE PAR-3 17TH PLAYS DOWNHILL (UP TO 223 YARDS FROM THE CHAMPIONSHIP TEE) TO A DEEP, ROLLING GREEN THAT SITS OUT ON A POINT, SURROUNDED BY COLLECTION AREAS AND POSITIONED BETWEEN THE NEW 16TH GREEN COMPLEX AND THE NEW 18TH TEEs. THIS CHALLENGING PAR-3 IS THE PERFECT SET-UP TO THE FINAL HOLE. AT 419 YARDS FROM THE CHAMPIONSHIP TEE, THE NEW 18TH HOLE IS NOT EXCEPTIONALLY LONG, BUT THE UPHILL DOGLEG FAIRWAY IS CUT INTO THE HILLSIDE ABOVE THE WOODED AREA TO THE RIGHT, TEMPTING PLAYERS TO CUT THE CORNER FOR A SHORTER APPROACH TO A LARGE, ROLLING GREEN SET AT AN ANGLE AND SURROUNDED BY COLLECTION AREAS.

THE NEW 18TH GREEN WILL BE CUT INTO THE HILLSIDE WITH A COLLECTION AREA BELOW TO THE RIGHT AND THE BACK LEFT.

RIGHT SIDE OF 18TH FAIRWAY SITS ABOVE A SHELF THAT FALLS OFF TO THE WOODED AREA.

THE TEE COMPLEX FOR THE 18TH HOLE SITS OUT ON A POINT ABOVE A DROP-OFF.

WIDE LANDING AREA IN THE 18TH FAIRWAY ALLOWS PLAYERS TO “BITE OFF” AS MUCH OF THE DOGLEG AS THEY WANT AND CHALLENGE THE HOLE.

“SHORT COURSE” PAR-3 TEE
THE WATERMARK GOLF TEAM

TEAM MEMBERS
&
PROJECT REFERENCES
Nathan is a proud member of the American Society of Golf Course Architects. A stringent selection process for membership requires new members to first be nominated by three existing members before beginning a year-long vetting and application process. Nathan’s sponsors were former ASGCA past Presidents Bob Cupp, John LaFoy, and Steve Smyers and he was elected as a member on the first ballot. Nathan is a member of the ASGCA Board of Governors and the only ASGCA member in Mississippi or Alabama.

About the ASGCA
Founded in 1946, the American Society of Golf Course Architects (ASGCA) is the oldest professional organization of golf course designers in America. ASGCA architects have designed, renovated and remodeled many of the most famous and storied courses in golf. They are active in current projects not only in the United States and Canada, but also in Europe, Asia and beyond. There are fewer ASGCA members than astronauts.

Talented and Experienced
ASGCA members are amongst the most talented in the profession. They have the vision needed to turn potential projects into finished products. Through ASGCA’s educational initiatives and special events, shared experiences and understanding provide members with a collective knowledge to lead a project through the various phases of development until completion.

All ASGCA members have completed of a minimum of five major golf course projects and are peer-reviewed by the ASGCA membership. This ensures that all ASGCA members are qualified and well-seasoned in golf course design with a trained eye for both functional and aesthetic excellence. As a result, there are currently less than 200 living members of the ASGCA worldwide and there are fewer ASGCA members than there are astronauts!

Environmentally Responsible
ASGCA is actively involved in promoting environmentally responsible golf course designs. Members construct courses that work in concert with Mother Nature to provide beautiful venues that accommodate player as well as the native wildlife and vegetation. Many of the courses designed by ASGCA members are certified by Audubon International as wildlife sanctuaries.
NATHAN CRACE, ASGCA
PRINCIPAL & GOLF COURSE ARCHITECT

Watermark Golf, LLC/Nathan Crace Design (Watermark) is a golf course architecture and land-planning firm based in south Mississippi. Our principal is Indiana native and award-winning golf course architect Nathan Crace. A member of the American Society of Golf Course Architects (ASGCA) and member of the ASGCA Board of Governors, a former affiliate member of the American Society of Landscape Architects, current member of the Golf Writers’ Association of America and a published author, Nathan has been designing golf courses professionally for more than 26 years.

Nathan left Indiana at age 18 to enroll in Mississippi State University’s PGA of America-sanctioned Professional Golf Management (PGM) program—one of only three such programs worldwide at that time. He took advantage of every opportunity that presented itself (and some he created on his own) to learn about every aspect of the golf industry—the business, the course, and the inner workings of specialized areas such as turf management, design, and the operations of a golf facility as a whole. In his four years at Mississippi State, Nathan was fortunate enough to work at courses such as Old Waverly in West Point, Mississippi (formerly #88 in the U.S. and host of the 1999 Women’s U.S. Open) and Big Spring Country Club in Louisville, Kentucky (host of the 1952 PGA Championship) in addition to semiprivate and resort courses elsewhere in the Southeast and along the Gulf Coast. These experiences afforded him a wealth of information as to how different types of golf facilities do—and should—operate successfully. This knowledge would later become invaluable as he began designing courses. He is now able to better relate than most architects as to how the design of a course creates an overall golfing “experience” and how to maximize the owner’s budget for construction as well as operations.

After graduating Summa Cum Laude with a Bachelor’s Degree in Business Administration with a major in Marketing, a PGM Degree, and an overall GPA of 3.89, Nathan soon found himself working on new designs and renovations including such high-profile projects as the renovation of Ole Miss Golf Club (named the “#3 Best Renovation among Public Courses in America” by Golf Inc Magazine); the renovation of Bay Breeze Golf Course at Keesler AFB in Biloxi, Mississippi in the wake of Hurricane Katrina; Hattiesburg Country Club in Hattiesburg, Mississippi (former host of the PGA Tour’s Magnolia Classic) rated the “#4 Overall Course in Mississippi” by Golf Digest; the design and residential master planning of Copper Mill Golf Club in Zachary, Louisiana (a semi-private club which was named in January of 2005 as Golf Digest’s “Best New Affordable Public Golf Course in America for 2004” and in May of 2005 as the publication’s “#2 Course Overall in Louisiana”); numerous short game facilities for Division I golf programs and Annandale Golf Club (former home of the PGA Tour’s True South Classic); as well as many other projects for private investors as well as municipalities, counties, and other public entities—including the United States Air Force. In 2017, he won a “Design Excellence Award” for his environmentally-sensitive design of the USM short game facility at Hattiesburg CC and followed that up in 2019 with an “Environmental Excellence Award” for his total renovation of The Refuge, a daily fee golf course in Flowood, Mississippi that will re-opened in 2021 as part of a new $50 million resort hotel complex as well as a second “Environmental Excellence Award” in 2020 for his lake bank restoration for the City of Alexandria’s Links on the Bayou GC

Education:
Mississippi State University; Starkville, Mississippi
Professional Golf Management Graduate
Bachelor’s Degree in Business Administration - Summa Cum Laude
Major in Marketing, College of Business & Industry

Professional Affiliations & Honors:
Golf Inc.’s Runner-Up “Best Renovation in America 2021” for The Refuge; Flowood, Mississippi
Golf Digest’s “Best New Affordable Public Course in America – 2004” for Copper Mill Golf Club; Zachary, Louisiana
Golf Inc Magazine’s “#3 Best Renovation Among Public Courses in America – 2008” for Ole Miss Golf Club; Oxford, MS
“Environmental Excellence Award – 2019” for the renovation of The Refuge; Flowood, MS
ASGCA’s “Design Excellence Award” for the USM Short Game Practice Facility at Hattiesburg CC; Hattiesburg, MS
Golf Digest’s “#2 Course Overall in Louisiana – 2005” for Copper Mill Golf Club; Zachary, Louisiana
Golf Digest’s “#4 Course Overall in Mississippi – 2007” for Hattiesburg Country Club; Hattiesburg, Mississippi

Member - American Society of Golf Course Architects (ASGCA)        Member – ASGCA Board of Governors
Member - Golf Writers’ Association of America (GWAA)
Member - National Golf Foundation (corporate member)
Member - Mississippi Turfgrass Association (corporate member)
Past Member - American Association of Landscape Architects (affiliate)
Past Member - USGA/LPGA Mary Ann Edge Girls Golf School advisory board
Past Member - Hinds Community College Golf Industry advisory board
Graduated Summa Cum Laude from Mississippi State University
PERSONAL REFERENCES FOR NATHAN CRACE

Mr. Russell Redford
COO of the Robert Trent Jones Golf Trail (retired)
Director of Patriot Golf Day - Alabama
Phone: 205-790-1172

Mr. Ben Nelson
Former PGA Tour Rules Official and Member of the
Mississippi Golf Hall of Fame
Phone: 601-813-2739

Dr. Mike Goatley, PhD
State of Virginia Agronomic Consultant & Professor at Virginia Tech
Phone: 540-357-0208

Mr. Bill Bushman
US Air Force Center for Engineering & the Environment (retired)
Golf Course Environmentalist
Phone: 210-416-4887

Mrs. Margo Coleman
Former Exec Director of the MS Golf Association/USGA
Current Chapter Director – First Tee Foundation
Phone: 601-209-8081

Mr. Ed Getherall
Director of Consulting Services at National Golf Foundation
Phone: 561-354-1650

More references available upon request
AL OSTEEN
CONSULTING AGRONOMIST & ADVISORY BOARD MEMBER

Al is a graduate of Mississippi State University’s Agronomy & Turfgrass Management program—one of the best in the Southeastern United States. As the consulting agronomist and advisory board member for Watermark Golf, his years of experience as a GCSAA superintendent (and Certified Golf Course Superintendent) serve as a solid foundation to provide technical support to our clients in both golf course grow-in and the landscape function of master planning. A long-time member of the Golf Course Superintendents Association of America, the Louisiana/Mississippi Golf Course Superintendents Association, and past President of the Mississippi Turfgrass Association, he is continually working to further his professional education by attending seminars and speaking at industry conferences.

Annandale Golf Club (Jack Nicklaus Signature Design) August 2000 to August 2016 (retired)
Director of Golf Course Operations / GCSAA Class A Golf Course Superintendent
- Managed a 1.25 million dollar maintenance budget and responsible for all department management decisions that included 4 assistant managers and staff of 30 hourly employees.
- Excelled at meeting budget goals and developing innovative cost saving solutions.
- Planned, prepared for and hosted 14 Sanderson Farms Classic PGA TOUR events.
- Work closely with PGA TOUR Agronomists and Rules Officials prior to and during TOUR event.
- Conducted many local and national sports news interviews including: The Golf Channel, Mike and Mike in the Morning, Sports Illustrated and various radio talk shows and newspaper reporters.
- Worked as a team with Club Officials, PGA TOUR Officials, Tournament Sponsors and TOUR agronomists relating to course conditioning, improvements, course changes and competition.
- Converted greens from G-2 Bentgrass to Champion Ultradwarf Bermudagrass in 2006.
- Began the greens renovation on July 15th, sprigged, grew-in, and hosted the PGA TOUR event, with rave reviews from PGA Tour Agronomists and Players on September 30th.
- Worked along side Nathan Crace, ASGCA, in preparation of the design phase, and oversaw the construction of a short game practice area, consisting of new USGA style greens, bunkers, and teeing grounds. All design elements simulating various elements found on the course, with the shaping mimicking that of Jack Nicklaus’ design and design elements found on the golf course.
- Focused on the professional development of many assistants who have gone on to become successful golf course superintendents, or sales professionals in the golf industry.
- Seminar presenter at Mississippi Turfgrass Association Turf Conference
- Designed and implemented many major construction projects
- Assisted MSU professors in replicated field research trials related to nematicide efficacy

Stonewolf Golf Club (Jack Nicklaus Signature Design) March 1997 – August 2000
Class A Golf Course Superintendent
- Worked with Jack Nicklaus and the Nicklaus Design team starting with mass excavation through the completion of grow-in of an 18 Hole Jack Nicklaus Signature Design course
- Hosted U.S. Mid-Amateur Qualifying Rounds November 1997
- Hosted U. S. Open Qualifying Rounds May 2000
- Managed crew of up to 30 hourly and 4 salary positions
- Host an average of 25 corporate 144+ shotgun events per year, 40,000 rounds annually
- Solely responsible for fertility, fungicide, cultural practices and ongoing construction related improvements to the property
EDUCATION

Mississippi State University
1994-1996
Research Assistant
- Worked under Dr. Jeff Krans and Dr. Mike Goatley. Responsible for published article data collection, in the area of poa trivialis seeding rates for bermuda greens.
- Maintained research plots at research center.
- Worked on staff at Mississippi State Golf Course

Mississippi State University
Bachelor of Science Degree in Agriculture
- Major: Agronomy: Golf and Sports Turf Management, (Plant and Soils Sciences)
- Mississippi Seniors Golf Association, top academic scholarship award recipient
- Research conducted at MSU published in the Oct 1998 issue of Golf Course Management Magazine

HONORS & PROFESSIONAL RECOGNITION

- Two term GCSAA Local Affiliate Chapter President of Louisiana Mississippi Golf Course Superintendents Association
- President Mississippi Turfgrass Association
- Co-Chairman Ms. State University Dept. of Plant and Soil Science Faculty Advisory Committee, Golf and Sports Turf
- 2016 LMGCSA Distinguished Service Award
- 2016 Ms. Turfgrass Assoc. Outstanding Turfgrass Professional
- 20+ year Member GCSAA
- Golfweek's SuperNEWS 2006 Top 10 Superintendent of the Year Finalist
- After first complete season at Annandale Golf Club, achieved the largest, player rated, course conditioning improvement increase, since the PGA TOUR began tracking this statistic.
- To work with and get to know The PGA TOUR Officials and Agronomists, Jack Nicklaus, Jon Scott, and all those associated with Nicklaus Design, and to manage two Jack Nicklaus Signature Golf Courses
OFFICE & PROJECT SUPPORT STAFF

JOHN WINTERS, RLA
John is also a graduate of Mississippi State University and helps Nathan in the preparation of all AutoCAD files and color-rendering of final plans. John’s unique skills help to make Nathan’s ideas and drawings spring to life on display boards and he can also create animated “flyovers” of holes for clients and marketing purposes.

LARA CRAFT
Lara manages the day-to-day operations of the Watermark Golf office, including bookkeeping, staff assignments, and travel schedules. Before coming to Watermark, she spent years in bookkeeping and office management in the medical industry working with private doctors and a public hospital, as well as in the insurance industry.

LANDON PETTY
Landon brings his expertise from both the golf industry and the aviation industry to the advisory board at Watermark Golf. The former owner of one of the top regional golf publications in the southeastern United States, he sold the magazine to take a position as the Director of Golf of one of the top resorts in Louisiana, where he managed the day-to-day operations for years before being lured into the lucrative world of private aviation. Landon's real world experience and forward-thinking approach to developing potential opportunities also makes him the perfect sounding board for Nathan.

MARTIN REEVES, PGA LIFE MEMBER
A well-respected Life Member of the PGA of America, Martin has years of experience not only as a managing golf professional, but also as a course owner/operator. His career spans from years as a non-exempt player on the PGA Tour in his younger days to a club professional at courses from Texas to Mississippi. As a member of the Advisory Board for Watermark Golf, Martin's area of expertise is in providing support for Nathan in the development and planning of a golf facility's ancillary attributes such as the clubhouse, driving range, natural resources management center, etc. and helping to ensure that each works in synergy with one another.
Nathan’s renovation design of this former PGA Tour stop in south Mississippi helped the course regain its rightful place among Golf Digest’s Top Five courses overall in the Magnolia State. New USGA greens, irrigation, cart paths, tees, bunkers, and re-shaping of some key fairways not only brought the course in line with current industry standards, but also attract critical acclaim from members, guests, and critics alike. With its stunning setting winding through stands of towering pine trees, the course has an “Augusta-like” feel to it and has become a must play for golf enthusiasts throughout the southeast—if they can find a member to sponsor them for a round of golf! Nathan was called back in for some additional “tweaks” to the course in 2004 prior to the State Amateur in 2005 at the club. Following the renovations, Hattiesburg Country Club was ranked as high as #4 overall in the State of Mississippi by Golf Digest and Nathan later completed the design for a new state of the art short game practice facility at the club for the University of Southern Mississippi (USM) in Hattiesburg in 2013 that won a “Design Excellence Award for Environmental Awareness.”

Annandale has been an annual stop for the PGA Tour since the Magnolia Classic moved there from Hattiesburg in 1993. Over the years, the name of the tournament has changed with different sponsors, but this year’s True South Classic brought a star-studded field opposite the British Open. The club contracted Watermark Golf and Nathan to take a piece of unused property and create a short game practice facility, improve the driving range, and make room for a new indoor/outdoor teaching facility to be built adjacent to the practice tee. Nathan’s design was approved by the committee and built in time to reopen the short game area and the reaching studio prior to the 2012 Tour event. Two large multifaceted greens with multiple bunkers, different lies and elevations, and a new private practice putting lobe for short game lessons has drawn rave reviews for the facility. In fact, Nathan’s work at Annandale was featured in Golf Business Magazine, naming Nathan one of the “top people to watch” in the golf industry.

(continued)
Nathan was recently chosen by the site of the 1999 US Women’s Open and the 2019 US Women’s Amateur to re-design the practice green complex at the world-renown teaching facility operated by top teachers VJ Trolio and Tim Yelverton. The existing green is less than 3,000 sq ft and has too much slope for putting lessons. The new green will be double the size and two-tiered to provide plenty of room for teaching the many Tour professionals who work with Trolio and Yelverton as well as members, junior clinics, and more. The work began in the spring/summer of 2020 and took about four weeks to complete.

Tupelo Country Club is one of the most respected private clubs in the Magnolia State and has been a regular in the rotation of State Amateur host sites as well as other top tournaments. Like many clubs, however, the time had come for renovations to the course. The club contacted Nathan a number of years ago to investigate multiple scenarios including renovating the practice area and renovating the entire course. Eventually, in 2010, the club commissioned Watermark Golf to develop a master plan for full course renovations—including the renovation and expansion of the driving range, putting green, chipping green, and the design of a new short game practice course with multiple greens. The plan for the course itself is to expand it to more than 7,300 yards with all greens complexes, bunkers, and tees renovated and a new irrigation system installed. Phase I of the project was completed in late 2011, including a total renovation of the existing driving range, a new putting green and chipping green with practice bunkers and the creation of a new “short course” practice area covering six acres behind the driving range with two double greens and a triple green that allows for all types of practice shots up to 185 yards to real greens. Alternatively, the short course can be played as an actual six-hole course for practice or beginners. Phase II of the project was the complete renovation of the par-3 8th hole in 2018 and future phases will be phased-in as the budget allows.
When a developer purchased 40 acres adjacent to The Refuge (a public course owned by the City of Flowood) in early 2017, he set his sights on developing a high-end hotel and conference center near the Jackson International Airport, with an upscale daily fee golf course next door. After working with the Owner of the course, he struck a deal to invest $50 million into a ten-story Sheraton hotel, complete with four restaurants, spa, cooking school, world class pool, and lazy river. Then they called on Nathan to re-design the 19-year old course to bring it up to modern standards and make it more player-friendly. Nathan began by designing three new holes to create returning nines, renovating all other greens, new bunkers, irrigation, cart paths, and the installation of the Longleaf Tee System that will stretch the course from 4,000 yards to 7,000+ yards with six sets of tees. In addition, the clearing of underbrush and invasive tree species and the re-alignment of a number of water features to open playing corridors means players can hit driver on every par-4 and par-5 when the course re-opens where they previously could only do so on 4 or 5 holes. The course won a prestigious “Environmental Excellence Award” in 2019 and—because of the extensive nature of the renovation to the course—is in the running for Golf Digest’s “Best New Public Course in America” for 2021 and was named runner-up in Golf Inc’s “Best Renovation in America” for 2021.

Ole Miss Golf Club | Oxford, Mississippi
Contact: Mr. David Jumper, Asst. Director of Operations Phone: 662-316-2116

Nathan’s renovation of Ole Miss Golf Club garnered him yet another award for his work when Golf Inc. Magazine name the course the “#3 Best Renovation Among Public Courses in America for 2008,” but it was a project that was years in the making. After the design and construction of the Ole Miss Golf Team practice facility in 2006, Watermark Golf was once again called back to Oxford by the University of Mississippi to renovate the 19 green complexes on the golf course, design a new irrigation system, route a new concrete cart path throughout the course, and tackle a number of drainage issues that have plagued the course for years. A number of new lakes (including a new irrigation lake) were created as part of Nathan’s design that not only improved drainage, but also playability on a site known for its natural beauty and rolling topography. A number of holes were also lengthened to improve playability for the golf teams while offering a wider variety of shot-making opportunities for golfers of all skill levels. The average size of the new greens nearly doubled that of the existing “push-up” greens and TifEagle bermudagrass was installed on the green surfaces. One of the more exciting holes has proven to be the short par-4 13th hole that plays along the Oxford Airport to a peninsula green perched atop a natural hill.
After spending years on various routings with no less than a handful of different developers, Nathan was finally presented with the opportunity to create something special with a few hundred acres of former farmland 15 minutes north of downtown Baton Rouge. The original developer had been working with Nathan on two separate pieces of property until he finally found the right partner in a father and son development team (Tony and Ross Bruce) from south Louisiana. They broke ground in 2002 and Copper Mill Golf Club was born. Nathan’s unique routing of six par three holes, six par fours, and six par fives is part of what gives Copper Mill its eclectic flavor, along with native grasses, pot bunkers, and open “links-like” feel. Then, shortly after opening, in 2005 Golf Digest would bestow upon Copper Mill one of its greatest honors when the magazine named this course the “Best New Affordable Public Course in America!” Just a few months later, that recognition would be solidified when it was named the “#2 Overall Course in Louisiana,” ahead of courses designed by the likes of Nicklaus, Dye, Palmer, and other “big name” architects. More recently, the course has been rated “4 out of 5 Stars” in Golf Digest’s “Places to Play.” Copper Mill continues to receive high marks from critics and players of all abilities due to its inherent design strategy, challenging routing, and “fun to play” atmosphere. Multiple tees on each hole make the course enjoyable for all skill levels—even the daunting 12th hole—a 652 yard par 5 that plays to a large rolling green set on a peninsula jutting out into a large man-made lake.

The Bluffs has long been one of Louisiana’s top golf destinations, nestled away on a bluff overlooking Thomson’s Creek in St. Francisville, just north of Baton Rouge. The Bluffs hired Watermark Golf/Nathan Crace Design to re-design the 17th hole, a downhill par three that drops some 65 feet from the tee to a peninsula green jutting out into a lake between 17 and 18. As golf courses do over the years, the 17th hole had fallen prey to some problems resulting from erosion and sediment build up between the tee and the green. Nathan was called in to assess the situation and immediately felt that there existed a wealth of untapped potential in the hole. Work was completed to create a 450’ long waterfall/streambed with a recirculation system, beds of native grasses and landscaping, and renovating the tee complexes, which were woefully undersized, by using wooden bulkhead walls to enlarge the tee space. (continued)
Tamahka Trails Golf Club at Paragon Casino Resort | Marksville, Louisiana  
Contact: Mr. Kevin Michael, PGA, Director of Golf  
Phone: 318-481-3391

In late 2020, Tamahka Trails contacted Nathan to oversee a full course bunker renovation plan for the former Top 5 course in Louisiana. Some 20+ years after first opening for play, the resort course was in desperate need of renovating the difficult to maintain bunkers and reduce the overall square feet of bunkers. Nathan quickly put together a plan that not only renovated, renovated, and re-designed all of the bunkers course wide, but also reduced the total sq ft from 148,000 to 56,000 (including transforming a troublesome waste area into a lower fairway on the short par-4 17th hole). The project has received rave reviews from golfers and casino management alike and the course was awarded two statewide tournaments and a PGA Chapter Championship as a result. The course was also nominated for “Best Renovation for 2021” because of the scope of changes to the course.

The Oaks Golf Club | Pass Christian, Mississippi (Gulf Coast)  
Contact: Mr. Russ Bloom, PGA, Owner  
Phone: 228-547-0326

In the summer of 2020, The Oaks contacted Nathan to oversee a full course bunker renovation project at one of the top courses in Mississippi and a favorite among Snowbirds who visit the Gulf Coast every year. The course first opened in the late 1990s and the bunkers were showing their age. Even though sand had been replaced multiple times over the years, bunkers faces were collapsing and the drainage was failing. In a period of just over two months, all of the bunkers were re-shaped with faces sodded to the bottom and semi-flat bunker bottoms with new bright white sand. The project was met with rave reviews and rounds of play have been increased while man hours spent on bunker maintenance has been greatly reduced, enabling the course staff to focus on other areas of the course.

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Tiger Point Golf Club | Gulf Breeze, Florida  
Contact: Mr. Brian Jones, Owner  
Phone: 706-231-8679

After purchasing Tiger Point GC from the City of Gulf Breeze in early 2021, the ownership group reached out to Nathan to head up a multi-year renovation. The course property (former host to the PGA Tour’s Pensacola Open) comprises some 200 acres with 150 acres of maintained turf. In Phase 1, Nathan is working to transform some 40-50 acres into naturalized areas that complement the course’s coastal setting. A bunker renovation is planned for Phase 2 with select greens to be renovated in Phase 3.
Mississippi State University Golf Course | Starkville, Mississippi
Contact: Mr. Pat Sneed, Golf Course Superintendent Phone: 662-769-2988

Mississippi State University is home to the prestigious PGA of America’s Professional Golf Management (PGM) program and one of the top Turfgrass and Agronomy programs in the country. However, the practice facility at the university golf course has long plagued the facility with a driving range that is far too small for a public facility and no facilities for the men’s and women’s golf teams. After two years of on and off discussions about the project, an agreement was reached between the university and the Alumni Bulldog Club to assist in fundraising for the project and Nathan was called in to develop a cost-effective solution to a problem no one had been able to solve for a decade or more. By shifting four holes on the golf course, Nathan was able to nearly triple the size of the driving range, create two separate practice tees—one for the public and one for the golf teams, and design a state of the art short game practice facility for the exclusive use of the golf teams that features a private putting green and a separate short game greens with bunkers, swales and hollows, mounding, and a rolling fairway allowing shots to be practice from greenside or up to 100 yard away.

Bay Breeze Golf Course (Keesler Air Force Base) | Biloxi, Mississippi
Contact: Mr. Luke Rooney, Golf Professional Phone: 228-424-0479

The US Air Force had set aside funds for renovation work on the green surfaces at Bay Breeze Golf Course prior to Hurricane Katrina coming ashore in 2005. Set along the back bay in Biloxi, the course and a good portion of the base was covered with water from the storm surge backing up from the bay—some areas of the course were under as much as eight feet of water—including the destruction of the course’s irrigation system, pump station, and clubhouse. As a result, more money had to be budgeted for the renovations and the work was postponed until 2007—giving them the opportunity to make the most of the renovation project. The Air Force selected Watermark Golf/Nathan Crace Design to handle the design of the renovation work, which included the total renovation of all green complexes and bunkers, the repair and re-grassing of a number of fairways along the back bay, and assistance with the irrigation system and re-design of the irrigation lake. All of the greens were increased in size with multiple pin placements and the look and feel of greens one may expect to see on televised golf tournaments. In addition to a number of visually stunning holes along the bay, Nathan created an exciting collection of greens that are both visually appealing and inherently challenging. The course is now both player-friendly to higher handicappers and a test for the better players from the back tees. The Air Force was so impressed with Nathan’s work that they also called on him to handle the re-design of 18 of the 36 holes at Cypress Tree Golf Course at Maxwell AFB in Montgomery, Alabama before the work at Bay Breeze was complete.

Cypress Tree (West) Golf Course (Maxwell AFB) | Montgomery, Alabama
Contact: Mr. Glenn McWhirter, Golf Course Superintendent Phone: 334-430-9909

Construction began in March of 2008 for the renovation of 19 green complexes, bunkers, and irrigation for 18 of the 36 holes at this facility and the practice green. In addition to the complete re-design of the green complexes, the scope of work also included the replacement of the irrigation green loops on the new green complexes to offer better control of water usage. The greens will be built to “California” green specifications and all green side bunkers will be completely re-designed and re-built with many being relocated to offer more risk/reward for approach shots. In addition, the green sizes will be increased generously to accommodate numerous pin positions while still providing the “look” that today’s golfers demand without increasing difficulty for the higher handicap players. Nathan’s re-design of the par-4 18th provides for a dramatic finish with a deep ravine fronting the large rolling green.
Whispering Pines Golf Course | Hurley, Mississippi
Contact: Mr. Jimmy Shannon, Director of Golf  Phone: 228-216-7204

Nathan assisted the Jackson County Board of Supervisors in the renovation of the front nine at Whispering Pines in 2001-2002, a course some call the best kept secret on the Mississippi Gulf Coast. Within three years of re-opening, Nathan was contacted once again to renovate the back nine as well. The work was temporarily postponed due to the ravaging effects of Hurricane Katrina, but began in late 2006 and the course re-opened for play in the Fall of 2007. In addition to the complete re-design of the green complexes on the back nine, a new irrigation system was installed and new tees added for increased playability. Another important component was Nathan’s re-design of the site drainage of the property that had plagued the course for years. Proving that golf renovations need not be too expensive to achieve the desired results, now the ingenious series of new lakes and creeks, storm water drains quickly into the course’s irrigation/retention pond to keep the course playable after a heavy rain. And the course is a playable and affordable option for Snow Birds from across the United States and Canada.

UPDATE: In 2018, we completed a project involving a new clubhouse for Whispering Pines with some improvements to the practice facility. The grand opening was in April 2018.

The University of Southern Mississippi | Hattiesburg, Mississippi
Contact: Mr. Jerry Weeks, Former Head Men’s Golf Coach  Phone: 601-325-6478

Nathan was called in to assist the University of Southern Mississippi with the creation of a short game practice area for the men’s and women’s golf teams at Hattiesburg Country Club on a few unused acres adjacent to the driving range for the University to utilize. Nathan’s plan creates a large 10,000+ sq. ft. chipping and pitching green that can be played to from two directions with options up to 120 yards and numerous bunkers around the green as well as fairway bunkers; a new team practice tee at the back of the range, a 8,000 sq. ft. practice putting green for team use; and a team clubhouse and covered/air conditioned hitting bays. The work was completed in 2013 and opened for use by the teams in the Fall semester that year.

Grammy Museum/Delta State Univ Golf Course | Cleveland, Mississippi
Contact: Mr. Bob Eley, Project Engineer and Project Manager  Phone: 662-846-0180

When the Grammys (yes, those Grammys) decided to build only the second Grammy Museum in the world, they looked to the “Birthplace of American Music” — the Mississippi Delta region. Birthplace of the blues and rock and roll, the area is rich in both musical and American history. The site the Grammy Board decided on using was a five-acre parcel on the campus of Delta State University (DSU), within walking distance of the culturally-rich downtown area. However, those five acres also impacted two of the holes on the existing Delta State University Golf Course. After seeing Nathan’s work at Ole Miss Golf Club, DSU Project Engineer Bob Eley suggested contacting Watermark Golf. Nathan studied three options and his final solution utilized the area that was set aside as a detention pond for the museum and instead transformed it into a visually striking lake that separates the new 4th, 5th and 6th holes he designed. The existing par-4 4th is now a reachable par-5 culminating at a green guarded left and behind by the new lake, the existing par-4 5th hole is now a stunning par-3 played diagonally across the new lake, and the existing par-3 6th is now a short risk/reward par-4 teeing off across the lake. A new tee complex changes the previous par-5 7th into a par-4 to keep the par at 36 on the front nine. When the course re-opened for play, the new three holes were among the strongest stretch of holes in the region and served as a beautiful and functional backdrop for the new Grammy museum.
Cypress Creek Golf Club | Cabot, Arkansas
Contact: Mr. Ricky Self, Director of Golf Phone: 601-231-3636

Following the successful renovation at Village Creek State Park, Ricky Self was hired by a private group of investors who purchased 18 of the 36 holes at the former Greystone Golf Club. They built a new clubhouse, re-grassed the bentgrass greens with an ultradwarf hybrid bermudagrass, and planned to re-open the course as the semi-private Cypress Creek Golf Club open to public play. However, the bunkers were not only in disrepair, but also needed a drastic re-design. Some of the bunkers were so large, that their maintenance was negatively impacting the operating budget. Given the success of their past project, Mr. Self called Nathan to re-design all of the bunkers on the course to minimize maintenance without sacrificing playability. The end result was a spectacular course with reduction of roughly 40% of total square feet of bunkers on the course. Maintenance costs were reduced and the course is actually more playable with the renovations.

Belle Rive | Harahan, Louisiana (Greater New Orleans)
Contact: Mr. Louis Lauricella, CEO of Lauricella Land Company Phone: 504-733-1800

Nathan completed the original Redevelopment Master Plan of the former Colonial Country Club into Belle Rive—an $85 million project on the banks of the Mississippi River within minutes of uptown New Orleans. Colonial was established in the early 1900’s and hosted a number of events played by some of the great professional golfers of their time. However, following Hurricane Katrina the club fell on hard financial times and the current developer stepped in to save the club from foreclosure. The new plan was to build a 17-story architecturally stunning condominium tower on the Mississippi River with the newly-designed course wrapping around the north and west sides. One key asset of the property is a scattering of centuries-old live oaks that Nathan had insisted on preserving by carefully routing a course around the trees that not only completely transforms the old layout, but also incorporates a smart system of interconnected lakes that will re-capture irrigation water and storm runoff to recycle water into the irrigation pond and help increase capacity for storm water retention to protect the adjacent homeowners. Unfortunately, the economic recession stalled the project in late 2008 and the property was sold to a group of investors in 2011.

ADDITIONAL CURRENT & RECENT PROJECTS NOT LISTED ABOVE

City of Franklin, Tennessee
Evaluation of Project Viability and 3D Modeling of Containment Netting and Netting Design for Proposed Cheekwood Three Level Driving Range
Vernon Gerth, City Manager – (615) 332-2906

Tamahka Trails Golf Club* at Paragon Casino Resort (Marksville, LA)
Full Course Bunker Renovation & Addition of Forward Tees
Kevin Michael, PGA – (318) 481-3391
*Nominated – Best Renovation for 2021 (Golf Inc Magazine)

Tiger Point Golf Club (Gulf Breeze, FL)
Turf Reduction and Bunker Renovation Plan, Ongoing Consulting
Brian Jones, Owner – (706) 231-8679

(continued)
Old Waverly Golf Club (West Point, MS)
New Short Game Green Complex at the VJ Trolio Teaching Academy
VJ Trolio – (662) 275-1619

Santa Maria GC (Baton Rouge, LA)
Ongoing Consulting for Future Course Renovations
Kelly Wall, GCSAA, BREC Director of Agronomy – (225) 252-1891

Mossy Oak Golf Club (West Point, MS)
Select Bunker Renovations/Creek Relocation/New Green Complex
Wilkes Bryan, Owner – (662) 295-1177

Koasati Pines Golf Club at Coushatta Resort (Kinder, LA)
New Short Game Green Complex/Practice Facility
Jordon Harrington, GCSAA Dir. Of Agronomy – (662) 402-3297

CC of Oxford (Oxford, MS)
Putting Green Expansion
John Fassinger, PGA Dir. Of Golf – (662) 638-5631

Webb Park Golf Course (Baton Rouge, LA)
Greens Renovations and Ongoing Consulting
Kelly Wall, GCSAA, BREC Director of Agronomy – (225) 252-1891

The Bridges at Hollywood Casino
Bunker Repair and Renovation, Ongoing Consulting
Erick Coomer, GCSAA Superintedent – (228) 860-5292

Shell Landing Golf Club (Mississippi Gulf Coast)
Full Course Bunker Renovation (starting Jan 2022)
Kenny Hughes, PGA, Course Owner – (228) 369-3194

Mississippi State University Golf Course (Starkville, MS)
Full Course Green and Bunker Renovation (starting Spring 2022)
Adam Scott, PGA, Dir of Operations – (256) 338-1066

More Coming Soon!

PHOTOS OF THESE PROJECTS (INCLUDING “BEFORE & AFTER” PHOTOS)
AND ADDITIONAL PROJECTS CAN BE FOUND ONLINE AT:
WWW.WATERMARKGOLF.COM
ARTICLE 1: DEFINITIONS AND GENERAL PROVISIONS
   1.1 Golf Course Architect (Designer)
   1.2 Definitions
   1.3 Ownership of Plans
   1.4 Representations by CLIENT
   1.5 Severability
   1.6 Governing Law

ARTICLE 2: LAND
   2.1 Description
   2.2 Ownership and Occupancy
   2.3 Encumbrances
   2.4 Condition of the Land

ARTICLE 3: DESIGN
   3.1 Golf Course Architect and other Design Professionals

ARTICLE 4: FINANCING
   4.1 Debt Financing
   4.2 Failure to Obtain Financing

ARTICLE 5: CONSTRUCTION
   5.1 Construction Contracts
   5.2 Improvements
   5.3 Change Orders
   5.4 Completion of Project by CLIENT
   5.5 Definition of Completion Date
   5.6 CLIENT's Responsibilities for Construction

ARTICLE 6: RESPONSIBILITIES OF EACH PARTY
   6.1 Responsibilities of Watermark Golf, LLC/Nathan Crace Design (WATERMARK) as Golf Course Architect
   6.2 Responsibilities of CLIENT
   6.3 Assurance of Completion

ARTICLE 7: PAYMENTS AND COMPENSATION
   7.1 Payments to Contractors
   7.2 Payments to WATERMARK

ARTICLE 8: TERMINATION
   8.1 Early Termination
   8.2 Grace Period
   8.3 Other Occurrences

ARTICLE 9: OCCURRENCES BEYOND THE CONTROL OF THE PARTIES
   9.1 Definition of Occurrences
   9.2 Failure to Perform
   9.3 Extension of Time Periods
   9.4 Not Applicable to Payments

ARTICLE 10: ASSIGNMENT

ARTICLE 11: NOTICES

ARTICLE 12: ENTIRE AGREEMENT

ARTICLE 13: OWNERSHIP OF PLANS AND SPECIFICATIONS

ARTICLE 14: PROJECT DESIGN PROFESSIONALS DEFINED

ARTICLE 15: NAME OF PROJECT

ARTICLE 16: BINDING CLAUSE
THIS RENOVATION DESIGN AGREEMENT (hereinafter referred to as the "AGREEMENT") is made between the City of Murfreesboro, Tennessee (hereinafter referred to as "CLIENT"), and Watermark Golf, LLC/Nathan Crace Design (hereinafter referred to as "WATERMARK"), a Limited Liability Company formed under the laws of the State of Mississippi.

WHEREAS, the CLIENT has selected WATERMARK as the ARCHITECT to design improvements for the renovation of putting greens and sand bunkers at Old Fort Golf Club located on certain real property owned, leased, or otherwise under control of CLIENT, presently used as a golf course herein, or intended to be utilized for the project (hereinafter referred to as the "golf course" and/or "project") and provide any and all needed and required drawings, technical specifications, and construction monitoring services concerning the design, construction, and implementation of said project; NOW, THEREFORE, CLIENT AND WATERMARK AGREE as follows:

ARTICLE 1: DEFINITIONS AND GENERAL PROVISIONS

1.1 Golf Course Architect (Designer). CLIENT hires WATERMARK to provide golf course architectural services for the improvements to said golf course in accordance with this agreement. WATERMARK will be recognized as the golf course architect for CLIENT with relation to the contractor(s) and, as such, will assist CLIENT in the negotiation of any and all contracts for CLIENT regarding the golf course project. WATERMARK shall have no responsibility for the design of any building(s) with respect to this agreement. WATERMARK agrees that the services in this contract will be completed in a good and workmanlike manner, consistent with the level of professional care and skill exercised by experienced and qualified professionals currently familiar with the industry. CLIENT's construction contractors are independent contractors with respect to CLIENT and WATERMARK and nothing in this agreement and its performance shall create the relationship of employer and employee. Nevertheless, WATERMARK agrees to advise CLIENT, seek input from CLIENT and cooperate fully between the parties within all aspects of the project.

1.2 Definitions. Unless the context clearly indicates otherwise, in this agreement: ARCHITECT means the principal architect of WATERMARK.
CLIENT means the person(s) and/or party(ies) defined above as CLIENT.
COMMENCEMENT DATE means the date certified by CLIENT that those permits necessary to construct said improvements to the golf course on the land have been obtained and a determination has been made by CLIENT that no other permits are necessary.
COMPLETION DATE means the date upon when the contractor has completed grassing the improvements and the course is accepted by the ARCHITECT.
CONSTRUCTION CONTRACTS means the standard AIA Agreement between CLIENT and CLIENT's contractors for the construction, acquisition, equipping, and installation of the improvements.
CONTRACTORS means the contractors, vendors, or suppliers providing services, materials, or equipment in connection with the acquisition, construction, equipping, and installation of the improvements, and their successors and assigns.
COSTS OF THE PROJECT means all reasonable and necessary expenses related or incidental to the design, acquisition, construction, equipping, and installation of the project, including, but not limited to, studies, surveys, title policies, architectural and engineering services, irrigation system design services, legal and other special services, and grow-in.
GOLF COURSE means the land and any improvements as they pertain to this agreement.

GROW-IN generally means the period of time between the immediate completion of grassing and the beginning of normal operations for the improved areas of the golf course.

LAND means the real property owned, leased, or otherwise under the control of CLIENT for the specific use of the golf course described herein.

CLIENT'S REPRESENTATIVE means the individual (or individuals) selected by CLIENT to represent CLIENT in verifying stages and conditions of construction in the best interest of CLIENT during all phases of construction regarding the golf course. CLIENT'S Director of Golf and Golf Course Superintendent shall serve as the CLIENT'S REPRESENTATIVES for this project.

PLANS AND SPECIFICATIONS means the plans and specifications for the improvements approved with the final design plans and any applicable amendments and change orders.

PROJECT means the land and any improvements as they pertain to this agreement.

STATE means the state in which the project is located, unless otherwise noted within the text.

1.3 Ownership of Plans. As intellectual property, WATERMARK shall have ownership of all plans, designs, drawings, etc. which relate to the design and construction of the golf course and shall not be precluded by CLIENT from using or incorporating these materials in the promotion of its services for prospective future golf course projects outside of the golf course as it pertains to this agreement. However, WATERMARK shall supply to CLIENT all necessary copies of said plans and specifications as digital PDF files as deemed necessary.

1.4 Representations by CLIENT. CLIENT makes the following representations to WATERMARK. CLIENT is authorized by the Constitution and Laws of the State to enter into this agreement and the transactions contemplated by this agreement and to carry out its obligations under this agreement. The representative(s) of CLIENT executing this agreement have been authorized to execute and deliver this agreement by appropriate official action of CLIENT.

1.5 Severability. If any provision of this agreement is held to be invalid or unenforceable as applied in a particular case for any reason, those circumstances shall not have the effect of rendering the provision invalid or unenforceable in any other case. The invalidity of one or more phases, sentences, clauses, or sections in this agreement shall not affect the remaining portions of the agreement.

1.6 Governing Law. This agreement shall be governed by and construed under the laws of the State of Tennessee.

ARTICLE 2: LAND

2.1 Description. The golf course will be located on the certain real property owned, leased, or otherwise under the control of CLIENT for the specific use of the golf course project described herein.

2.2 Ownership and Occupancy. CLIENT has acquired or will acquire the title and/or rights to the land for the project by gift, purchase, lease, eminent domain or other legal method before the commencement date.

2.3 Encumbrances. CLIENT warrants and represents that at the commencement date, there will be no encumbrances or zoning regulations, excepting the present mortgage on file, which may hinder, prohibit, or delay the construction of the project.

2.4 Condition of the Land. WATERMARK has agreed, to the best of its ability, to
design said project so that it may be completed for an established budget amount. However, CLIENT and WATERMARK agree that this amount is subject to the following conditions:

(a) At the time of its execution of this agreement, CLIENT is not aware of any environmental conditions of the land which would render performance of this agreement by the contractors within the established budget impossible or infeasible. CLIENT agrees that if environmental conditions are discovered on the land that were unknown to WATERMARK and the contractors at the time of execution of this agreement, which make performance within the established budget impossible or infeasible, then CLIENT will renegotiate the budget to reflect the effect of the environmental conditions. WATERMARK and CLIENT agree, however, that discovery of environmental conditions which would give rise to renegotiation of the established budget, may also, in the sole discretion of CLIENT, be considered adequate cause on the part of CLIENT to declare the agreement terminated. "Environmental conditions" in the context of this agreement means the presence on the land or in groundwater underlying the land, of hazardous waste or hazardous substances, which require a response action; the presence on the land of wetlands, which require mitigation, or individual permitting; the presence on the land of a solid waste disposal site; or a violation on the land of any state or federal regulatory environmental statute or regulation. The terms used in this section are as defined under applicable state or federal law.

(b) At the time of its execution of this agreement, CLIENT is not aware of any other conditions of the land which would render performance of this agreement by the contractors within the established budget impossible or infeasible. CLIENT agrees that if any other condition is discovered on the land, that was unknown to WATERMARK and the contractors at the time of execution of this agreement, which because of governmental rules, regulations, or requirements renders performance within the established budget impossible or infeasible, then CLIENT will renegotiate a budget to reflect the effect of such condition. WATERMARK and CLIENT agree, however, that discovery of any condition which would give rise to renegotiation of the established budget, may also, in the sole discretion of CLIENT, be considered adequate cause on the part of CLIENT to declare the agreement terminated.

ARTICLE 3: DESIGN

3.1 Golf Course Architect and other Design Professionals. CLIENT agrees to enter into this contract with WATERMARK with the intent that WATERMARK serve as the sole golf course architect for the project and that CLIENT enter into no other agreements or contracts, written or otherwise, which would hinder WATERMARK's performance as the sole golf course architect. WATERMARK's responsibilities as the golf course architect shall be as follows:

a. To consult with CLIENT to ascertain the requirements of the project and confirm such requirements with CLIENT.

b. To advise CLIENT as to the necessity of obtaining services from other professionals, at the sole cost of the CLIENT, as may be necessary to complete the project.

c. To prepare, for the approval of CLIENT, preliminary design studies illustrating renovations of the golf course and any alternates deemed necessary. This routing may include the horizontal location of tees, fairways, greens, sand bunkers, center lines, lakes, creeks, and other matters deemed necessary by the golf course ARCHITECT.

d. To prepare in good faith a preliminary budget concept based upon the best judgment of WATERMARK and utilize the parameters supplied by CLIENT. When approved,
this budget concept shall be used as the basis for establishing CLIENT’s budget for total cost of constructing the improvements.

e. Upon approval of the preliminary plans, to prepare the necessary design studies to generally demonstrate to CLIENT the design intent of the improvements.

f. Upon approval of the previous steps, to prepare construction documents consisting of working drawings and specifications deemed necessary by WATERMARK for the construction of the project.

Note: Any drainage plan(s) developed and provided by WATERMARK shall encompass the hydrology within the improved area itself and not any surrounding development(s). WATERMARK does not warrant or imply any knowledge of drainage and/or hydrology as it pertains to areas beyond the golf course, nor that the drainage as designed on the plans is sound or sufficient in capability and capacity for unusual environmental conditions and/or occurrences. Therefore, WATERMARK recommends that CLIENT have the drainage plan(s) inspected and approved by the CLIENT’S engineer, releasing WATERMARK from any and all responsibility for problems and/or damage which may result within or beyond the property as a result of drainage as shown on the plan(s).

g. To assist CLIENT in obtaining bids or negotiating proposals, and in awarding contract(s) for the construction of the golf course.

h. To make periodic visits to the site during construction as are reasonably necessary to comply with the architect’s duties under this contract and, in order to inspect and approve the progress and quality of work and to determine if the project is proceeding in accordance with the construction plans and documents and the desires of CLIENT and WATERMARK.

i. WATERMARK shall prepare bid documents in order to obtain the lowest price of construction for CLIENT and assist in the negotiation of said bids.

It should be noted that other professional service agreements such as, but not limited to, engineering, irrigation design, etc. will be awarded to other individuals, firms, or companies as deemed necessary prior to and during the course of the project and are subject to the approval of both CLIENT and WATERMARK.

**ARTICLE 4: FINANCING**

**4.1 Debt Financing.** CLIENT shall obtain financing for the project through investor financing, bank loan, or whatever legal means necessary as authorized by the laws of the State. CLIENT and WATERMARK agree to comply with any covenants in the ordinance authorizing any certificates of obligation regarding the tax exemption, if any, on the interest of the certificates of obligation.

**4.2 Failure to Obtain Financing.** If CLIENT is unable to obtain financing on terms acceptable to CLIENT, this agreement shall terminate and neither party shall owe any money nor have any obligation to the other except as provided in Article 8. CLIENT shall not be liable to WATERMARK for any actual or consequential damages. WATERMARK will not be liable to CLIENT for any actual or consequential damages.
ARTICLE 5: CONSTRUCTION

5.1 Construction Contracts.

(a) WATERMARK will advise CLIENT and make recommendations to CLIENT before CLIENT enters into a contract with one or more contractors providing for the acquisition, construction, equipping, and installation of the improvements. The construction contracts shall provide for the construction of the improvements in accordance with the final design plans and specifications, plus any change orders and field alterations made by WATERMARK and approved by CLIENT.

(b) In the CLIENT'S interest, all construction contracts shall be reviewed by WATERMARK before any consideration by CLIENT is given to award said contracts.

5.2. Improvements.

(a) WATERMARK will make the best reasonable effort on behalf of CLIENT to supply plans, drawings, etc. to the contractor in a timely manner so as to ensure the acquisition, construction, equipping, and installation of the improvements and for ensuring their completion, by the agreed upon completion date as named in this agreement, in accordance with the final design plans and the final plans and specifications. WATERMARK and CLIENT make the following representations, warranties, and agreements with each other:

(1) All contracts entered into or to be entered into between CLIENT or WATERMARK relating to the project shall be in accordance with all applicable requirements of the laws of the State;

(2) CLIENT has obtained or shall obtain or cause to be issued all necessary or required permits, licenses, consents, and approvals that are material for the acquisition, construction, equipping, and installation of the improvements and shall comply with all lawful requirements of any governmental body regarding the construction or condition of the project. WATERMARK shall cooperate with CLIENT and use its best efforts to assist CLIENT in determining what permits, licenses, consents, and approvals are necessary and in otherwise complying with this subsection;

(3) If need be, CLIENT and WATERMARK shall work together to ask, demand, and use available legal means to recover and receive the sums of money, debts, performance, or other value to which either CLIENT or WATERMARK may be entitled under any contract, order, receipt, guaranty, warranty, writing, or instruction in connection with the construction contracts, and will use their best efforts to enforce the provisions of the construction contracts. Any amounts received in connection with these pursuits, after deduction of expenses incurred in recovering the amounts shall be paid to CLIENT for deposit in the project account if the completion date has not occurred or for deposit in the account established for the payment of indebtedness if the completion date has occurred. Any amount owed to WATERMARK shall then be paid to WATERMARK by CLIENT from the applicable account;

(4) Construction contracts entered into by CLIENT with approval by WATERMARK, may require the contractor to post and pay the costs of any bonds required under section 6.3;

5.3. Change Orders.

(a) CLIENT and WATERMARK may make any modifications to the plans and specifications subsequent to the date of this agreement and before the completion date and may make any deletions from or substitutions or additions to the improvements (these modifications, deletions, substitutions, and additions being together referred to as "change orders"), subject to the
following conditions:

(1) The change orders do not materially alter the size, scope, or character of the improvements or impair the structural integrity or utility of the improvements;

(2) A change order made by one party does not postpone the date by which the improvements will be completed without the approval of the other party; and

(3) To the extent that any change order will increase the costs of the project, CLIENT agrees to a corresponding increase in the established budget or decrease in other costs.

(b) No change order shall be effective until (a) mutually agreed upon by WATERMARK and CLIENT and (b) delivered to WATERMARK, accompanied by a certificate from CLIENT to the effect that the change order satisfies the conditions of above subsection (a).

5.4. Completion of Project by CLIENT.

(a) If WATERMARK commits a default, and fails or neglects within 30 days of receipt of written notice from CLIENT to commence and continue with diligence and promptness, correction of the default, CLIENT may, without prejudice to any remedies it may have against WATERMARK, promptly act to correct the deficiencies and complete acquisition, construction, equipping, and installation of the improvements.

(b) The following occurrences constitute a default under this agreement:

(1) a failure by WATERMARK to perform any of its duties of this agreement;

(2) substantial evidence that the progress of the design for the project is insufficient to complete the work by the completion date as a result of WATERMARK's actions or inactions, except due to matters beyond the control of WATERMARK;

(3) substantial evidence that WATERMARK has abandoned the project or has discontinued work on the project before completion;

5.5. Definition of Completion Date.

The completion date of the construction of the project shall be evidenced by:

(a) A certificate signed by the contractor and approved by the authorized representative of CLIENT (the "completion certificate") stating:

(i) the date on which the project was completed:

(ii) that all facilities and equipment necessary in connection with the project have been purchased, constructed, and installed in accordance with the plans and specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations and have been accepted by CLIENT and WATERMARK;

(iii) that, except for costs of the project described in accordance with clause (iv), all costs of the project have been paid, and

(iv) the amounts, if any, that are retained in the project account for the payment of costs of the project not yet due, or for which CLIENT is contesting liability, and other amounts that should be retained and the reasons they should be retained; and

(b) Final permits for occupancy and use of the project have been issued by all appropriate governmental authorities.

5.6. CLIENT's Responsibilities for Construction & Grow-In. CLIENT shall locate and plainly mark any and all existing utilities (e.g. irrigation, electrical, etc.) within the limits of work. CLIENT shall extend, at its expense, appropriate water, sewer, gas, and electric utilities services to the areas of the project which shall require such services for the golf course to become operable.
CLIENT shall be responsible for the supply and application of pre-plant fertilizers and herbicides in areas to be grassed immediately prior to the grassing of the same areas. Upon completion of grassing in completed areas of the golf course, CLIENT shall assume immediate responsibility for the care and grow-in of said areas, including the repair of any erosion damage which occurs after those areas grassed and the lowering of irrigation sprinkler heads to final grade.

ARTICLE 6: RESPONSIBILITIES OF EACH PARTY

6.1. Responsibilities of WATERMARK as Golf Course Architect. In addition to the provisions of Article 3 of this AGREEMENT, WATERMARK shall provide administration in the design and construction monitoring of the project as determined appropriate by WATERMARK and CLIENT (1) during construction, (2) until final payment is due, and (3) during any additional periods of time required to correct work initially rejected by or unacceptable to WATERMARK. WATERMARK will advise and consult with CLIENT. In performing these responsibilities, WATERMARK is subject to the following:

(a) WATERMARK and CLIENT will have the authority to reject work which does not conform to the construction contracts. Whenever WATERMARK considers it necessary or advisable for implementation of the intent of the construction contracts, WATERMARK will have authority to require additional inspection of testing of the work, whether or not the work is fabricated, installed or completed.

(b) WATERMARK will interpret and decide matters concerning performance under and requirements of the construction contracts upon written request of CLIENT. WATERMARK's response to these requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of WATERMARK shall be furnished in compliance with this subsection, then delay shall not be recognized on account of failure by WATERMARK to furnish the interpretations until fifteen (15) days after written request is made for them.

(c) WATERMARK shall make every reasonable effort in good faith to assist CLIENT in completion of the total project by the completion date when evaluating and reviewing completed works and works in progress.

6.2. Responsibilities of CLIENT. At the sole expense of CLIENT:

(a) CLIENT shall provide to WATERMARK full, accurate and complete information regarding the requirements for the project, including all codes, restrictions, permit requirements and the like which may affect WATERMARK's design and authority.

(b) CLIENT shall designate, in writing, that WATERMARK is the Golf Course Architect/CLIENT's Representative authorized to act on behalf of CLIENT regarding the project in order to protect the best interest of CLIENT. As such, WATERMARK's decision regarding matters of construction and grow-in shall be final and binding upon the contractor(s) and any agent(s) or employee(s) of CLIENT.

(c) CLIENT shall furnish WATERMARK with any zoning restrictions, deed restrictions, and hydrological information as is applicable and pertains to the project site.

(d) When reasonably deemed necessary by WATERMARK and approved by CLIENT, CLIENT shall furnish the services of consultants which may include, but are not limited to: soil engineers, civil engineers, surveyors, building architects, hydrological engineers, wetland and wildlife experts, and historical experts. If WATERMARK and CLIENT agree that such consultants for special matters are required, they shall negotiate in good faith to acquire such
services. Any failure of CLIENT to provide these services to WATERMARK upon reasonable request shall relieve WATERMARK of any and all liability stemming directly or indirectly from inadequate expertise relating to these matters.

(e) CLIENT shall obtain and secure all necessary permits and the approval of all governmental authorities having jurisdiction over the project site and any other approvals and consents as are necessary.

(f) CLIENT shall furnish any laboratory test, inspection, or report as required by law or the contract documents, or as reasonably requested by WATERMARK.

(g) CLIENT shall furnish such legal, accounting, financial, and insurance counseling services as may be necessary for its responsibilities regarding the project.

(h) CLIENT shall furnish WATERMARK with prompt written notice of any fault, defect, or nonconformance of the project, which CLIENT may become aware of in any manner.

(i) CLIENT shall furnish information and services required of it as expeditiously as possible for the orderly progress of the project.

(j) If requested, CLIENT shall provide to WATERMARK a reasonable number of copies of all promotional materials, brochures, photographs, newsletters, scorecards, articles, video and taped materials for use by WATERMARK, but CLIENT is not obligated to produce any such material expressly for the benefit of WATERMARK.

(k) With prior approval of CLIENT, CLIENT shall provide reasonable access to the golf course and its related facilities to WATERMARK for the purpose of golf and/or exhibiting work to current and prospective clients and to take photographs of the golf course and its related facilities. Such arrangements for above use shall be made with prior consent of CLIENT's golf shop staff, but shall not be unreasonably withheld.

(l) CLIENT shall allow WATERMARK to prepare specifications and construction documents which protect WATERMARK from any and all liability as is customary and reasonable within the industry.

(m) If the project is located within any state, county, parish or other jurisdiction which requires taxes, existing or coming to exist during the project, upon design and/or other professional services, CLIENT shall be responsible for paying such taxes in full, or as an alternative, shall compensate WATERMARK accordingly by increasing compensation to WATERMARK by an amount equal to such taxes.

(n) CLIENT shall operate the golf course and its related facilities, whether by CLIENT's employees, agents, subcontractors, or lessees, as were designed with all operations and maintenance to be performed by trained personnel, fully competent in their respective areas. CLIENT also agrees to defend, indemnify, and hold harmless WATERMARK for any defect or fault of the design if improper maintenance or operation causes in whole or in part the defect.

(o) CLIENT shall supply WATERMARK with copies of all contracts, plans, documents, and other information relating to WATERMARK's capacity as golf course architect for the duration of the project.

6.3. Assurance of Completion. CLIENT may require payment and performance bonds from contractors as required by State statutes pertaining to CLIENT, in the principal sum sufficient to assure performance of the contracts using standard American Institute of Architects (AIA) approved forms. The payment and performance bonds shall provide for the payment of all obligations arising with respect to the construction of the project, in a form acceptable to CLIENT, with a surety or sureties approved by CLIENT, and for the benefit of CLIENT. Such
bonds referenced herein shall be a condition to and in consideration of any bid.

**ARTICLE 7: PAYMENTS AND COMPENSATION**

7.1 Payments to Contractors. Contractor(s) shall submit pay request(s) to WATERMARK in accordance with the AIA agreement executed between the CLIENT and contractor for this project. Likewise, CLIENT shall pay the appropriate contractors in accordance with said AIA agreement. The estimates shall be made based upon the percentage of work completed. Materials delivered and stored on the job site as deemed by WATERMARK to be necessary for the continuity and completion of the project, shall be included as part of the estimated work completed (upon approval of WATERMARK), for the purpose of ascertaining the amount of the payments.

7.2 Payments to WATERMARK.

(a) CLIENT agrees to pay WATERMARK a total fee of Fifty-Four-Thousand Dollars and No/100 ($54,000.00) for design of the project pursuant to this agreement, paid in installment as follows:

1. Upon execution of this agreement, CLIENT shall pay WATERMARK an initial payment equal to 10% of the fee ($5,400.00);
2. Upon completion of the preliminary design studies, CLIENT shall pay WATERMARK an additional 15% of the fee ($8,100.00);
3. Upon completion of the schematic designs and draft specifications, CLIENT shall pay WATERMARK an additional 20% of the fee ($10,800.00);
4. Upon delivery of the final and completed construction drawings, technical specifications, and bid documents, CLIENT shall pay WATERMARK an additional 30% of the fee ($16,200.00);
5. Upon commencement of construction, CLIENT shall pay WATERMARK an additional 10% of the fee ($5,400.00);
6. During construction of the project, CLIENT will pay WATERMARK the remaining 15% of the fee ($8,100.00), prorated according to the percentage of completion of construction each month.

(b) Reimbursable Expenses: For site visits, CLIENT shall reimburse WATERMARK for the cost of lodging and mileage at the rate posted at irs.gov at the time of billing. These detailed expenses shall be enumerated on WATERMARK’s invoice to CLIENT. All site visits must be pre-approved by CLIENT’s representative in writing via email. WATERMARK agrees not to bill client for the cost of plans, specifications, etc. as they will be provided as digital PDF files and not as hard copies. In the event a calendar month elapses between the installments in 7.2.a above with no payment due for professional services, WATERMARK may invoice CLIENT for mileage expenses incurred during said month, if applicable.

(c) For any additional services requested by CLIENT yet not described in this agreement, CLIENT shall compensate WATERMARK as follows:

Time at a fixed rate of Eight-Hundred Dollars and No/100 ($800.00) per day or One-Hundred-Fifty Dollars and No/100 ($150.00) per hour, whichever is less.

(d) No deductions may be made from payments to WATERMARK on account of penalties, liquidated damages, or other sums withheld from payments to the contractor(s).

(e) All invoices submitted to CLIENT in accordance with Section 7 are due within forty-five (45) calendar days. Any payments due to WATERMARK under this agreement shall
bear interest commencing thirty (30) days after the due date at an annual rate of 18% of the total amount of due payments, accrued monthly, together with reasonable attorney's fees and legal expenses incurred in the collection thereof.

ARTICLE 8: TERMINATION

8.1 Early Termination. CLIENT has the right to terminate this agreement for just cause by notifying WATERMARK in writing, on or before the execution of any initial construction contracts. In the event of termination, under this article, CLIENT shall pay to WATERMARK the sum equal to seventy-five percent (75%) of the total professional fee for this AGREEMENT as compensation for pre-construction services, or an amount equal to the amount owed WATERMARK by the CLIENT as outlined in 7.2, whichever is greater. In the event of early termination for just cause pursuant to 8.1, CLIENT shall be entitled to a copy of the construction documents created by WATERMARK to that point as outlined in 7.2. Any other advance architectural, engineering, design services, or other pre-construction services performed before the commencement date, must be specifically authorized in writing by CLIENT and that cost shall be paid by CLIENT. Any costs paid by CLIENT under this article shall be recovered from the proceeds of the certificates of obligation or other CLIENT revenues. The payment to WATERMARK as stated above represents liquidated damages and is not a penalty.

8.2 Grace Period. If early termination of this agreement shall occur pursuant to 8.1 and/or conditions in Article 9 without cause, CLIENT agrees not to enter into any additional contracts for the services and work outlined in this agreement with any companies, individuals, or others except for WATERMARK for a period of seven-hundred-thirty (730) calendar days immediately following termination.

8.3 Other Occurrences. If CLIENT terminates this agreement pursuant to Article 9 without cause, WATERMARK shall be immediately entitled to:

(a) payment based upon (i) the progress of design and construction as indicated in 7.2 measured to the date of termination or (ii) the amount specified in 8.1, whichever is greater; and

(b) payment for professional fees incurred by WATERMARK for work completed through the date of termination.

ARTICLE 9: OCCURRENCES BEYOND THE CONTROL OF THE PARTIES

9.1. Definition of Occurrences. The provisions of Article 9 apply if any of the following occurs:

(a) acts of God, governmental restrictions or regulations, enemy or hostile governmental action, civil commotion, fire, or other casualty; or

(b) other conditions similar to those enumerated that are beyond the reasonable control of the party obligated to perform an act under this agreement.

9.2 Failure to Perform. If CLIENT or WATERMARK fails to punctually perform any obligation under this agreement because of an occurrence described in 9.1, the non-performing party shall notify the other party of that party's inability to perform within 10 days from the date of the occurrence. Upon delivery of the notice, the non-performing party shall be excused and not be in breach of this agreement, but only to the extent that the nonperformance is caused by the occurrence.
9.3. **Extension of Time Periods.** If a provision in this agreement requires performance within a certain period of time or before a named date, then that period of time or named date shall be extended or delayed, as the case may be, upon delivery of the written notice described in 9.2, for a time equal to the period of delay caused by the occurrence.

9.4. **Not Applicable to Payments.** This article is not applicable to CLIENT’s or WATERMARK’s obligation to pay money, costs, charges, or expenses required to be paid under this agreement, except as provided for in 8.3.

**ARTICLE 10: ASSIGNMENT**

Neither party shall transfer nor assign this agreement without the prior written consent of the other party.

**ARTICLE 11: NOTICES**

All notices to the parties shall be in writing and shall be sent by certified mail, return receipt requested, to the persons and addresses specified below:

All notices to WATERMARK shall be sent to:

Watermark Golf, LLC/Nathan Crace Design  
Attn: Nathan Crace, ASGCA  
PO Box 1250  
Magee, MS  39111

All notices to CLIENT shall be sent to:

Old Fort Golf Course  
Attn: Trey Adams, PGA  
1028 Golf Lane  
Murfreesboro, TN  37129

**ARTICLE 12: ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between the parties and neither of the parties shall be bound by any promises, representations or agreements except as expressly set forth in this AGREEMENT. It is understood that time is of the essence in completion of the project in this AGREEMENT. This AGREEMENT may be modified by written agreement signed by both parties.

**ARTICLE 13: OWNERSHIP OF PLANS AND SPECIFICATIONS**

Any and all plan drawings, sketches, and specifications as instruments of service (i) are and shall remain the property of WATERMARK whether the project for which they are made is executed or not, and (ii) shall not be used by CLIENT on other projects or extensions of this project except by express, written consent from, and with appropriate compensation to, WATERMARK. Provided, however, that CLIENT has full access to these documents in order to complete the project if this agreement is terminated due to a breach hereof by WATERMARK. Provided such use does not conflict with the provision stated above, WATERMARK shall supply CLIENT one set of all final project drawings produced by WATERMARK for CLIENT’s unrestricted use.
ARTICLE 14. PROJECT DESIGN PROFESSIONALS DEFINED

Both parties agree that the golf course architect named within this agreement and overseeing the design of the golf course project described herein shall be Watermark Golf, LLC/Nathan Crace Design, a corporation formed under the Laws of the State of Mississippi and currently operating in such capacities.

ARTICLE 15. NAME OF PROJECT

Both parties agree that the name of the project described herein shall be:

OLD FORT GOLF CLUB
Golf Course Greens and Bunker Renovation Design

ARTICLE 16. BINDING CLAUSE

This agreement shall be binding upon the parties, their heirs, executors, administrators, devisees, legatees, trustees, successors, and assigns.

EXECUTED this ________ day of ______________, 20_____.

CITY OF MURFREESBORO, TENNESSEE
CLIENT

By:_____________________________
Its Authorized Representative

ATTEST:

____________________________
____________________________

WATERMARK GOLF, LLC/NATHAN CRACE DESIGN

By: __________________________
Its Authorized Representative

ATTEST:

Michelle Crace

** END OF AGREEMENT **
COUNCIL COMMUNICATION  
Meeting Date: 03/03/2022

**Item Title:** Chlortec Hypochlorite Cell Replacement  
**Department:** Water Resources  
**Presented by:** Darren Gore  

**Requested Council Action:**
- [ ] Ordinance  
- [ ] Resolution  
- ☒ Motion  
- [ ] Direction  
- [ ] Information

**Summary**
Replacement of a Chlortec hypochlorite cell for inventory. Hypochlorite cells are essential for generation of on-site bleach.

**Staff Recommendation**
Approve the purchase De Nora in accordance with their sole-source quote.

**Background Information**
The water treatment plant has two Chlortec (De Nora) generators capable of producing up to 900 pounds of chlorine per day. Both generators were placed into service on December 18, 2008. Between 400 and 500 pounds per day of chlorine is required for the treatment process. Each Chlortec generator can produce up to 450 pounds of chlorine per day. One generator consists of two cells and both cells must be operational for the generator to operate. If one cell is out of service, the entire generator is out of service.

During a January 2022 inspection, it was identified that one of the cells had failed due to the metal plates coming apart. This is one of the original cells that were installed with the system in 2008. MWRD took the standby cell from inventory and replaced the damaged cell. De Nora has agreed that the warranty will not start on the replacement standby cell until it is placed into operation. This is significantly help with the 7-9-week lead time in the event of a future failure.

MRWD requested a quote from the De Nora Water Technologies, LLC, the sole-source manufacturer of Chlortec. The cost for purchasing the one CT6-0450E-1 cell assembly is $53,297. In addition to the cell, other components are needed for inventory. These components are needed to ensure that the system will work as designed.

**Council Priorities Served**

*Expand infrastructure*

Replacing aging infrastructure in the Water Resource Department’s plant operations maintains reliability in treating high quality drinking water for the citizens and businesses of Murfreesboro.
**Fiscal Impact**

The total expense, $64,496, is funded by the Department’s working capital reserves.

**Attachments**

- De Nora Quote
### QUOTATION

**NUMBER**
20005811  
**DATE**
02/03/2022  
**Page 1 of 4**

### CUSTOMER REFERENCE

**CURRENCY**
USD

### SHIPPING METHOD

**END OF VALIDITY**
04/04/2022

**PAYMENT TERMS**
Net 30 days

**INCOTERMS**
EXW - Ex Works

**SHIPPING METHOD**
COURIER

**PACKAGING**
Included

**PAYMENT TERMS**
Net 30 days

**INCOTERMS**
EXW - Ex Works

### DE NORA CONTACT

Herbert Barbee  
**ph:** +12812748464  
**mail:** Herbert.Barbee@denora.com

### SOLD TO PARTY

30002329  
MURFREESBORO WATER AND  
P O BOX 1477  
MURFREESBORO, TN 37133-1477  
USA

### SHIP TO PARTY

30002329  

### ITEM / CODE / DESCRIPTION

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### TOTAL

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De Nora Water Technologies LLC., 1110 Industrial Boulevard, Sugar Land, TX 77478 USA  
TIN: 23-2259749, Tel: 1-281-240-6770 Fax: 1-281-274-8492 Web: [www.denora.com](http://www.denora.com)
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CUSTOMER’S ACCEPTANCE OF THIS QUOTATION IS EVIDENCED BY THE SIGNATURE APPLIED HERETO AND CONSTITUTES A CONTRACT TO PURCHASE SUBJECT ONLY TO THE TERMS AND CONDITIONS PROVIDED HEREWITH. ANY CONFLICTING TERMS AND CONDITIONS PROVIDED BY BUYER ARE EXPRESSLY DISCLAIMED.

SIGNATURE: ___________________________ DATE: __________________

* Country of Origin: USA
* Sch B: 8421.99.0040
* ECCN: NLR- EAR99
  **Freight Not Included in Quote**
  * Estimated Lead Time: 8-10 Weeks ARO
  * EXWORKS, our crating company, Houston, TX

If you wish to order the part, please sign the attached quote and provide your PO number and Bill and ship to address to avoid approval delays.

**Availability is subject to prior sale**

Minimum order of $50.00 required

Standard documentation and packaging are provided. We cannot pack to military specifications nor do we offer bar-coding services.

$50.00 charge per Certificate of Conformance. If the request is received After the order is shipped the charge Will increase to $100.00.

Seller may freely assign any order issued by Buyer to any of Seller's affiliates, and shall notify the Buyer of same, at its option.

Seller reserves the right to manufacture, or to have manufactured at an affiliated facility worldwide, any of the Products, in whole or in part, associated with an order issued hereunder.

In the event that the performance of a contractual obligation hereunder by either party hereto is prevented, restricted, hindered, delayed or interfered with directly or indirectly in connection with the COVID-19 ("Coronavirus") pandemic or similar pandemic or epidemic and/or any measures introduced by any government authority to address such pandemics/epidemics, the party so affected shall be excused from such performance to the extent and for the duration of such prevention, restriction, hindrance, delay or interference, and shall not be liable for any costs or damages.

Each party shall exercise reasonable efforts to resolve any impediment, however, neither Party shall be obligated to incur additional costs of more than 5% of the order value. The party affected should give notice to the other party as soon as practicable of the prevention, restriction, hindrance, delay or interference with its performance.

Per attached De Nora Water Technologies Texas LLC Terms and Conditions

EXW (Ex-Works): Sugar Land, Texas 77478 U.S.A.

Regards,
Herbert R Barbee
Inside Sales Representative
De Nora Water Technologies Texas LLC
Direct: +1 (281) 274- 8464
Fax: +1 (281) 240-6762
Toll free Product/Tech Support
T: 1.800-646-9426, option 2
Tech Support
Email: Herbert.Barbee@denora.com
Website: http://www.denora.com

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at http://www.denora.com/products.html (the “Terms”) shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided, are hereby expressly
objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora, regardless of, and fully notwithstanding, De Nora’s supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora.

<table>
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<tr>
<th>TAX BASE</th>
<th>SALES TAX AMOUNT</th>
<th>TOTAL PRODUCT</th>
<th>TOTAL SALES TAX</th>
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<td>64,496.19 USD</td>
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<td>64,496.19 USD</td>
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De Nora Water Technologies LLC., 1110 Industrial Boulevard, Sugar Land, TX 77478 USA
COUNCIL COMMUNICATION
Meeting Date: 03/09/2022

Item Title: Overall Creek Pump Station Expansion Award of Contract
Department: Water Resources
Presented by: Darren Gore

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Award of construction contract for the Overall Creek Pump Station (OCPS) Expansion.

Staff Recommendation
Approve the contract with Blakley Construction Services, LLC (BCS) in the amount of $4,963,947.

Background Information
Staff received bids for the OCPS Expansion on Tuesday February 8th. Four Bidders submitted bids and the attached recommendation from Smith Seckman Reid (SSR) tabulates the bidders with their respective bids. The low bidder was BCS. BCS’s has recently constructed the Stones River Water Treatment Plant Improvements with success and SSR has determined they are qualified to complete the project, therefore both Staff and SSR recommend BCS’s be awarded this contract.

SSR’s construction cost estimate was $4.123M, approximately $841,000 less than the lowest bid. SSR stated the reason for the difference is that it has become difficult to estimate construction costs due to the current construction market coupled with equipment and material shortages.

Council Priorities Served
  - Responsible budgeting
  - Expand infrastructure

Staff earmarked $12.3M within the Departments Working Capital Reserves for both the pump station and forcemain projects for FY22 through FY24.

This expansion will allow the western and southwestern areas of town to continue to develop and also alleviate overflows at the pump station due to heavy rains.
**Fiscal Impact**

The construction of this project will be funded from Working Capital Reserves. Bids for the forcemain construction will be brought to the Board and Council at a later date as well as a proposal for Resident Project Representative (RPR) services for the pump station.

**Attachments**

1. SSR Recommendation to Award
2. Bid Tabulation
February 8, 2022

Mr. Darren Gore
Director
Murfreesboro Water Resources Department
P. O. Box 1477
Murfreesboro, TN 37133-1477

RE: Overall Creek Pump Station Expansion
Recommendation of Award
SSR No. 19-41-018.0

The bids for Overall Creek Pump Station Expansion were received by the City of Murfreesboro Water Resources Department (MWRD) at 2:00 p.m. CDT on February 8, 2022 and were read publicly. There was a total of four (4) bids submitted and opened. The total base bid prices for the bidders are listed below. All prices will be listed in the enclosed certified bid tabulation. The purpose of this letter is to make a recommendation on award of the contract.

1. Blakley Construction Services, LLC
   500 Arlington Avenue
   Nashville, TN 37218
   $ 4,963,947.00

2. Reeves Young
   45 Peachtree Industrial Boulevard
   Sugar Hill, GA 30518
   $ 5,235,000.00

3. MEB
   4016 Holland Boulevard, P.O. Box 6748
   Chesapeake, VA 23323
   $ 5,435,000.00

   150 Construction Drive, P.O. Box 239
   Livingston, TN 38570
   $ 5,996,321.00

Blakley Construction Services, LLC (Blakley) is the apparent low bidder for the project at $4,963,947.00. No discrepancies were found in their bid. MWRD and SSR have successfully worked with Blakley on the Stones River Water Treatment Plant Improvements project completed in October 2018.

The bids were noted to vary with a standard deviation of $437,400, and the highest bid is approximately 21% more than the lowest bid. All bids were higher than the engineer’s opinion of probable construction cost (OPCC) of $4,123,000. Given the current construction market and equipment and materials shortages, costs are more challenging to estimate and continue to escalate. Unfortunately, SSR does not anticipate costs to go down in the near future. Therefore, SSR recommends that the contract be awarded to Blakley Construction Services in the amount of $4,963,947.00.
If you have questions regarding this information or require additional information, please contact me at (865) 228-7017 or kmacindoe@ssr-inc.com.

Sincerely,

SMITH SECKMAN REID, INC.

Kate MacIndoe, PE

Enclosure

cc:  Valerie Smith, Marshall Fall – MWRD  
     BDF – SSR  
     File (1)
**SCHEDULE A - LUMP SUM BID ITEMS**

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<td>LS</td>
<td>Overall Creek Pump Station Expansion, complete lump sum bid price</td>
<td>$4,368,988.00</td>
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**ITEM NO | EST. QTY & UNITS | DESCRIPTION | UNIT PRICE | ITEM TOTAL |
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<tr>
<td>1</td>
<td>LS</td>
<td>Overall Creek Pump Station Expansion, complete lump sum bid price</td>
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**SCHEDULE B - ALLOWANCE AND GUARANTEED PRICE ITEMS**

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<td>Cash Allowance for Signage Requirements</td>
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<td>Cash Allowance for Wetwell Repair</td>
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<td>Cash Allowance for Electric Utility Service Entrance</td>
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**ITEM NO | EST. QTY & UNITS | DESCRIPTION | UNIT PRICE | ITEM TOTAL |
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<td>8</td>
<td>LS</td>
<td>Guaranteed Price for 432139 - Self Priming Centrifugal Pump</td>
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**SCHEDULE C - ADJUSTMENT PRICE ITEMS AS ORDERED BY ENGN**

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<td>Cost to demolize and re-erect necessary elements for pump station and the operational period</td>
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**ITEM NO | SPEC SECTION | DESCRIPTION | QTY AND UNITS | UNIT PRICE | ITEM TOTAL |
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<td>Earth excavation, disposal, and replacement with No. 57 or 67 stone, in place</td>
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**ITEM NO | SPEC SECTION | DESCRIPTION | QTY AND UNITS | UNIT PRICE | ITEM TOTAL |
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<td>Rock excavation, disposal, and replacement with No. 57 or 67 stone, in place</td>
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**ITEM NO | SPEC SECTION | DESCRIPTION | QTY AND UNITS | UNIT PRICE | ITEM TOTAL |
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<td>12</td>
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<td>Granular backfill, in place</td>
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**ITEM NO | SPEC SECTION | DESCRIPTION | QTY AND UNITS | UNIT PRICE | ITEM TOTAL |
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<td>Class B concrete, with reinforcing steel, in place</td>
<td>50 CY</td>
<td>$684.00</td>
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**ITEM NO | SPEC SECTION | DESCRIPTION | QTY AND UNITS | UNIT PRICE | ITEM TOTAL |
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<td>14</td>
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<td>Mix B concrete, with reinforcing steel, in place</td>
<td>50 CY</td>
<td>$880.00</td>
<td>$44,400.00</td>
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**I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RECORD WITH ALL ERRORS IN EXTENSIONS OF UNIT PRICES CORRECTED.**

BY: Kate Macindoe, P.E.

02/09/2022
COUNCIL COMMUNICATION
Meeting Date: 03/09/2022

Item Title: SRWTP Switchgear Improvements Bid Award
Department: Water Resources
Presented by: Darren Gore

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Award construction contract for the SRWTP Switchgear Improvements Project for the Stones River Water Treatment Plant.

Staff Recommendation
Approve contract with PowerTek, LLC. in the amount of $1,513,454.

Background Information
The SRWTP Switchgear Improvement Project bid was opened on January 24, 2022. There were two bidders. The bidders were PowerTek, LLC and John Bouchard & Sons Company. SSR has reviewed the bids and has deemed PowerTek, LLC to be responsible and responsive to the requirements of the project. PowerTek provided a base bid price of $1,371,064. Due to the nature of this work, in addition to the base bid, there is a unit price for material and installation of 500 linear feet of wire in the amount of $42,390 and a construction contingency allowance of $100,000 for a total bid price of $1,513,454.

SSR and MWRD have worked with PowerTek, LLC previously on several projects. All these projects were performed very professionally, and staff considers them to be a reputable Contractor.

SSR has thoroughly reviewed the low bid and has considered it competitive and in line with present construction pricing levels. The Engineer’s Estimate of Probable Construction Cost was $1,245,948. The bid came in $125,116 over SSR’s probable construction cost estimate.

Council Priorities Served
- Expand infrastructure
   Replacing aging infrastructure in the Water Resource Department’s plant operations maintains reliability in treating high quality drinking water for the citizens and businesses of Murfreesboro.
- Responsible Budgeting
   Upgrading and modernizing switchgear improves efficiency, effectiveness, and reliability in power supply at the Stones River Water Treatment Plant.
**Fiscal Impact**
The project cost is $1,513,454 and will be funded by MWRD’s FY22 CIP.

**Attachments**
- SSR SRWTP Switchgear Improvements Bid Award
January 25, 2022

Mr. Alan Cranford
City of Murfreesboro
5528 Sam Jared Road
Murfreesboro, TN 37129

RE: Stones River Water Treatment Plant – Switchgear Improvements
Evaluation of Bids & Recommendation
SSR No. 20-41-011.0

Dear Mr. Cranford,

The bids for the Stones River Water Treatment Plant – Switchgear Improvements were received by the City of Murfreesboro Water Resources Department (MWRD) at 10:00 a.m. on January 24, 2022, and were read publicly. Two (2) bids were submitted and opened and the total base bid price for the bids are listed below. All prices are listed in the attached certified bid tabulation. The purpose of this letter is to make recommendations on award of the contract and discuss related issues.

1. PowerTek, LLC $1,513,454.00
   1865 Air Lane Drive, Suite #12
   Nashville, TN 47210

2. John Bouchard and Sons $2,054,486.00
   1024 Harrison Street
   Nashville, TN 37203

After evaluations of the bids, the low bidder is PowerTek, LLC for the project with a total base bid price of $1,513,454.00. Per Section 00200, Part 20 – Evaluation of Bids and Award of Contract, each bid was checked for errors and a bid tabulation was created (please see attached). Two errors were found with John Bouchard and Sons bid. The total base bid sum listed was not properly summed and the actual total sum should have been $2,054,486.00 in lieu of the written $2,069,486.00. John Bouchard and Sons also did not complete the Bid Unit Price for Item No. 2. SSR back calculated the item using the Item Total and Estimated Quantity to determine the value of $378.53. These errors did not affect the outcome of the bid.

SSR has worked with PowerTek, LLC before on several projects with MWRD including the ongoing work at the High Service Pump Station, the Raw Water Pump Station Improvements in 2018, the Hydrogen Peroxide project in 2017, and the 4D Expansion at the WRF. SSR finds them to be a reputable Contractor.

Although the low bid is higher of the Engineer’s Estimate of Probable Construction Cost of $1,245,948.00, we believe the bid to be competitive and in line with present construction pricing levels. Therefore, it is recommended that the contract be awarded to PowerTek, LLC. If the City elects to award the project, please sign the attached Notice of Award form and return to me. If you have questions or require additional information, please contact me at 480.689.1663.
Sincerely,

SMITH SECKMAN REID, INC.

Luke G. Williams, PE

cc: Joe Russel – MWRD
    NK, GG, File (1)

T:\Team41\2020\20410110\Bidding\2041011.0 - Letter-Owner Recommendation of Award Letter_MWRD.docx
### Stones River Water Treatment Plant - Switchgear Improvements

**Project:** Stones River Water Treatment Plant - Switchgear Improvements  
**Client:** City of Murfreesboro, TN, Murfreesboro Water Resources Department  
**SSR No.:** 20-41-011.0

<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>EST. QUANTITY</th>
<th>BID UNIT PRICE</th>
<th>BID AMOUNT</th>
<th>BID UNIT PRICE</th>
<th>BID AMOUNT</th>
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<tbody>
<tr>
<td>1</td>
<td>Stones River Water Treatment Plant Switchgear Improvements, complete lump sum bid. This lump sum shall exclude unit price item and allowance items.</td>
<td></td>
<td></td>
<td></td>
<td>$1,371,064.00</td>
<td>$1,765,221.00</td>
<td></td>
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<tr>
<td>2</td>
<td>Unit Price - material and installation of 3-1/C #500kcmil, 1/C#500kcmilN, #4/0G</td>
<td>LF</td>
<td>500</td>
<td>$84.78</td>
<td>$42,390.00</td>
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<td>$189,265.00</td>
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<td>3</td>
<td>Construction Contingency Allowance.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>$100,000.00</td>
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</tbody>
</table>

**BIDDER #1**  
**PowerTek LLC**  
1865 Air Lane Drive, Suite 12  
Nashville, TN 37210  
**BID AMOUNT**  
$1,371,064.00  
$100,000.00  

**BIDDER #2**  
**John Bouchard and Sons**  
1024 Harrison St.  
Nashville, TN 37203  
**BID AMOUNT**  
$1,765,221.00  
$2,054,486.00  

**TOTAL BID PRICE**  
$1,513,454.00  
$2,054,486.00

### SUMMARY OF ERRORS FOUND

1.) Two errors were found with John Bouchard and Sons bid. The total base bid sum listed was not properly summed and the actual total bid sum should have been $2,054,486.00 in lieu of the written $2,069,486.00 on the bid form. John Bouchard and Sons also did not complete the Bid Unit Price for Item No. 2. SSR back calculated the item using the Item Total and Estimated Quantity to determine the value of $378.53. These errors did not affect the outcome of the bid.
SECTION 00628

NOTICE OF AWARD

Date of Issuance: January 25, 2022

Owner: City of Murfreesboro

Engineer: Smith, Seckman, Reid, Inc.

Project: Stones River Water Treatment Plant – Switchgear Improvements

Bidder: PowerTek, LLC

Bidder’s Address: 1865 Air Ln Dr # 12, Nashville, TN 37210

TO BIDDER:

You are notified that the Owner has accepted your Bid dated January 25, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Stones River Water Treatment Plant – Switchgear Improvements.

The Contract Price of the awarded Contract is: One Million, Five Hundred Thirteen Thousand, Four Hundred and Fifty-Four Dollars and No Cents ($1,513,454.00).

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one (1) copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner, via the Engineer, all executed counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security performance and payment bonds and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Deliver Certificates of Insurance as specified in the General Conditions (paragraph 5.03).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Dated this _____ day of ___________________, 20____.

_____________________________________________ (Owner)

By: _________________________________________________

Name and Title: ______________________________________

Copy:  Smith, Seckman, Reid, Inc.
Item Title: Golf Department Staff Adjustments

Department: Golf

Presented by: Trey Adams, Director

Requested Council Action:

- Ordinance
- Resolution
- Motion ☒
- Direction
- Information

Summary

Request for staff adjustments.

Staff Recommendation

Approve staff adjustments.

Background Information

The part-time positions in the Golf Department have been critical to maintaining the quality of Old Fort Golf Course at a high level. The labor market, however, has made hiring part-time staff infeasible. It is recommended the addition of one full-time Landscaper/Greenskeeper (Golf). Full-time positions will be more marketable and draw a broader interest for prospective applicants.

The recommend adjustment will increase the Department’s full-time staff by one. Five part-time groundskeeper positions will be eliminated. Adding a full-time position has a budget impact of $48,452.27 (including benefits), which is offset by the budgeted amount for part-time staff. $47,520, which is eliminated.

Council Priorities Served

Establish strong City brand

Aligning maintenance positions with the employment market enables the Department to provide a positive experience for patrons.

Fiscal Impact

Total budget impact, $932 by the Department’s FY22 operating budget. Authorized full-time position count will increase by one.
COUNCIL COMMUNICATION

Meeting Date: 03/09/2022

Item Title: Parks and Recreation Staff Adjustments
Department: Parks and Recreation
Presented by: Nate Williams, Director

Requested Council Action:
- Ordinance ☐
- Resolution ☐
- Motion ☒
- Direction ☐
- Information ☐

Summary
Staff adjustments to align market conditions and departmental requirements.

Staff Recommendation
Approve staff adjustments.

Background Information
Parks and Recreation Department is having difficulty hiring part-time groundskeepers, custodians, and facility attendants, which are critical for facility operations.

It is recommended that Council approve the addition of four full-time groundskeepers, four full-time custodians, and one full-time shop manager (Adams Tennis Complex), with a total budget impact of $396,167 (including benefits). The following vacant positions will be eliminated: twelve part-time groundskeeper positions, nine part-time custodian positions, four part-time facility attendant positions, and two part-time facility attendant lead positions, which will decrease the budgeted salaries for part-time staff by $394,746.

While part-time positions to be eliminated have been critical for keeping MPRD facilities clean, safe, and functional, the positions have remained vacant for significant amounts of time and rarely result in qualified applicants. Full-time positions will be more marketable and draw a broader interest for prospective applicants.

Council Priorities Served
Establish strong City brand

Filling these positions will enable MPRD facilities to operate effectively, leading to a positive experience for patrons.

Fiscal Impact
Total budget impact for this adjustment is $1,421 and is available in salary savings, requiring no budget amendment. In addition, the authorized full-time position count will increase by nine.
Transfer the Evergreen Cemetery’s real property and personal property assets to Evergreen Cemetery, Inc. d/b/a Evergreen Cemetery

Staff Recommendation

Approve the attached Bill of Sale and authorize the Mayor to execute documents necessary to effect the transfer of assets

Background Information

On January 12, 1949, the City Council approved an ordinance creating the Evergreen Cemetery Commission. The Commission was to operate and manage Evergreen Cemetery. That ordinance also called for the conveyance of title to four parcels of real property constituting Evergreen Cemetery to the Evergreen Cemetery Commission.

Shortly thereafter, the City attempted to convey legal title to the four parcels through the execution and recording of warranty deeds. That conveyance was legal ineffective because the Evergreen Cemetery Commission was never formed as a legal entity. Therefore, the City remains the titled owner of the property.

For years, the Commission has operated Evergreen Cemetery as a largely independent operation, separate from the City’s general operations and City funding. For several years the Commission and City have discussed formally separating these operations. To accomplish this, members of the Commission incorporated Evergreen Cemetery, Inc. This corporation will do business as Evergreen Cemetery and is now prepared to take ownership of cemetery property and assets in order to operate as a private entity. Earlier this year Evergreen Cemetery obtained a certificate of registration from the Tennessee Department of Commerce and Insurance, which will allow the corporation to operate the Cemetery.

Attachments

Bill of Sale
BILL OF SALE

This BILL OF SALE ("Bill of Sale") is made, executed, delivered and effective as of February __, 2022 ("Effective Date"), by and between the City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee ("Seller"), on behalf of itself and the Evergreen Cemetery Commission, and Evergreen Cemetery, Inc. d/b/a Evergreen Cemetery, a non-profit corporation organized under the laws of the State of Tennessee and subject to regulation under Title 46 of the Tennessee Code ("Buyer").

WITNESSEH

WHEREAS, on January 12, 1949, the City Council of the City of Murfreesboro approved an ordinance, currently codified, as amended, as Chapter 2, of the Murfreesboro City Code, which created the Evergreen Cemetery Commission to operate and manage Evergreen Cemetery and called for the conveyance of title to four parcels of real property constituting Evergreen Cemetery to the Evergreen Cemetery Commission ("Evergreen Cemetery Ordinance"); and,

WHEREAS, the transfer of the four parcels, which are specifically identified in Exhibit A, was attempted in 1949 through the execution and recording of warranty deeds but was never actually accomplished as a matter of law due to the Evergreen Cemetery Commission not having any independent legal status separate and apart from the City; and

WHEREAS, the four parcels are currently identified with the Rutherford County Property Assessor as a single parcel and identified as 090H-A-032.00-000 (hereinafter "Evergreen Cemetery Real Property");

WHEREAS, the City Council has determined that it is in the best interest of the City to consummate the conveyance contemplated by the Evergreen Cemetery Ordinance and to transfer the ownership and operation of Evergreen Cemetery to Buyer; and

WHEREAS, the City Council has further determined that it is in the best interest of the City and the long-term care and maintenance of Evergreen Cemetery to transfer both legal and beneficial ownership of certain personal property currently owned by the City but held in the name of the Evergreen Cemetery Commission, as specifically identified in Exhibit B hereto, to Buyer; and

WHEREAS, Buyer has obtained a certificate of registration for a cemetery from the Tennessee Department of Commerce and Insurance and has assured Seller that Buyer is in compliance with all applicable laws, regulations, and rules governing the operation of cemeteries in the State of Tennessee; and

WHEREAS, the parties now desire to carry out the intent and purpose of the Agreement by executing and delivering this instrument evidencing the sale to Buyer of the Acquired Assets and the assumption by Buyer from the Seller of the Assumed Liabilities.

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:
1. **Transfer of Assets.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, including but not limited to that set forth in sections 2, 3, and 4 of this Bill of Sale, Seller, by this Bill of Sale, does hereby convey, grant, sell, transfer, release, and deliver unto Buyer, its successors and assigns, to have and to hold forever, all of Seller’s right, title, and interest in and to the Evergreen Cemetery Real Property and improvements thereon and all personal property identified in **Exhibit B**, as the same shall exist at 11:59 p.m. on the Effective Date ("**Effective Time**"). Upon execution of this Bill of Sale, the City shall prepare and execute warranty deeds conveying title to the four parcels of real property to Buyer.

2. **Assumption of Liabilities.** Effective as of the Effective Time, Seller hereby transfers to Buyer all liabilities and debts relating to the care, operation, and maintenance of Evergreen Cemetery ("**Assumed Liabilities**"), and Buyer hereby accepts and assumes the Assumed Liabilities. For purposes of clarity, the Assumed Liabilities include all liabilities and debts relating to the care, operation, and maintenance of Evergreen Cemetery, known and unknown, incurred as of the Effective Time or in the future, and regardless of whether such liabilities and debts were or are incurred in the name of the City, the Evergreen Cemetery Commission, or some other person or entity.

3. **Indemnification.** Buyer shall indemnify, defend, and hold harmless Seller and its elected and appointed officials, officers, employees, and agents (each, a "**Seller Indemnitee**") from and against, and pay, reimburse, and compensate each Seller Indemnitee for any and all Losses, as hereinafter defined, arising or resulting, directly or indirectly from:

   a. Any breach or inaccuracy of any assurance or representation regarding Buyer’s authority and ability to operate a cemetery under Tennessee law;

   b. Any breach, violation, or nonfulfillment by Buyer of any term of the Bill of Sale, which by its terms, contemplates performance prior to or after the Effective Time;

   c. Any Assumed Liability;

   d. Any third-party claim asserted against a Seller Indemnitee arising in connection with or resulting from Buyer’s ownership or use of the Acquired Assets or its operation of Evergreen Cemetery on or after the Effective Time;

   e. Any liability under state or federal environmental law, environmental permits, or environmental claims with respect to the operation of Evergreen Cemetery arising from any event, condition, circumstance, act or omission that occurred prior to the Effective Date.

For purposes of this Bill of Sale, "**Loss**" or "**Losses**" means any and all damages, fines, fees, penalties, deficiencies, losses, liabilities, interest, awards, judgments, taxes, amounts paid in settlement, demands, suits, actions, costs, and expenses, including all remediation costs,
reasonable fees of attorneys, accountants and other experts, or other expenses of litigation or proceedings or of any claim, default or assessment relating to the foregoing.

4. **Insurance.** Buyer agrees to maintain comprehensive general liability insurance, with coverage limits of at least One Million Dollars ($1,000,000.00) per occurrence for claims for bodily injury, death, or property damage that may arise from or in connection with the care, maintenance, or operation of Evergreen Cemetery, and further agrees to have Seller named as an additional insured on the insurance policy for at least twenty (20) years after the Effective Date. Buyer will provide a copy of the endorsement upon Contractor’s execution of this Bill of Sale to the City Manager. Buyer must notify Seller within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

5. **Further Actions.** Seller agrees that Seller will, at any time and from time to time, upon reasonable request by Buyer, do or cause to be done all such further acts and shall execute and deliver or shall cause to be executed and delivered to Buyer any instruments necessary to effectively consummate the transactions contemplated by this Bill of Sale.

6. **Binding on Successors; No Third-Party Beneficiaries.** This Bill of Sale and all of the provisions hereof shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Bill of Sale is not intended to confer any rights or remedies to any Person other than the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the Laws of the State of Tennessee (regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

8. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale by facsimile or email transmission shall be as effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, each part has executed or has caused to be executed this agreement on its behalf, as of the Effective Date written above.

CITY OF MURFREESBORO, TENNESSEE, on behalf of itself and the Evergreen Cemetery Commission

EVERGREEN CEMETERY, INC. d/b/a EVERGREEN CEMETERY

____________________________
Shane McFarland, Mayor

____________________________
Greg Tucker, Vice Chairman and Acting Board President

APPROVED AS TO FORM: ____________________________________________

City Attorney
A is designated as a Water IEA. There shall be no destruction or disturbance of vegetation, except as by the Director of Resources Department or disturbance of the Water IEA, including placement of caton of herbicides only, in Zone 2 only, property to have managed vegetation, mowing, no-till planting, etc., City Code, Chapter 27.
EXHIBIT B
EVERGREEN CEMETERY COMMISSION
INVENTORY OF PERSONAL PROPERTY ASSETS
(Valued as of January 12, 2022)

MAINTENANCE

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<th>Quantity</th>
<th>Item</th>
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<td>6</td>
<td>Lawn mowers Kubota, Grasshopper, &amp; Hustler 104”</td>
<td>$123,000.00</td>
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<td>1</td>
<td>Kubota Tractor with front end loader</td>
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<td>1</td>
<td>Dodge Ram Dump Truck</td>
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<td>1</td>
<td>Toyota Mini Dump Truck</td>
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<td>1</td>
<td>Ford F-150</td>
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<td>1</td>
<td>Bobcat Mini Excavator</td>
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<td>4</td>
<td>Roll Tents and complete burial set ups</td>
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<td>Dirt Dump Boxes</td>
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<td>Bobcat Skid Loader</td>
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<td>2</td>
<td>Grave Tampers</td>
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<td>1</td>
<td>Mini Barn Shortage Building</td>
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<tr>
<td></td>
<td>Miscellaneous Tools, Air Compressor, Shovels, Pressure Washer, etc.</td>
<td>$5,500.00</td>
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OFFICE

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<td>1</td>
<td>Brothers Color Copier &amp; Brothers Fax</td>
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<td>3</td>
<td>Computers, Dell, Leveno</td>
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<td>Miscellaneous: couch, chairs, filing cabinets, décor, etc.</td>
<td>$5,500.00</td>
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BANK ACCOUNTS

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<td>Suntrust Checking Account</td>
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<tr>
<td>Pinnacle Perpetual Trust Account</td>
<td>$3,100,000.00</td>
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COUNCIL COMMUNICATION
Meeting Date: 03/09/2022

Item Title: WastAway Waste-to-Fuel Report Update
Department: Solid Waste
Presented by: Darren Gore

Summary
Update on WastAway’s progress in determining the economic viability of a waste-to-fuel or waste-to-energy project for the City of Murfreesboro’s municipal solid waste (MSW).

Background Information
The City’s current long-term municipal solid waste management and disposal solution involves construction of a solid waste transfer station and trucking the City’s MSW to an alternate landfill approximately 225 miles round trip (assuming Middle Point landfill is closed). The City’s pro forma relies on a $40 per ton tipping fee at an alternative landfill, paying $2.50 per mile per truckload of MSW to an alternate landfill, and assuming 2% operating and maintenance cost increases each year.

The City currently expends approximately $6.9M in solid waste department expenses, with an anticipated annual expense of $11.6M when Middle Point landfill closes on or around 2026-2027. There is a high likelihood that if Middle Point landfill closes, all other landfills in middle Tennessee will see significant increases in tipping tonnages and as a result will see their closure dates start to come earlier than expected. Earlier closure dates will drive tipping fees higher than the current market.

Staff entered into a contract with Griggs and Maloney to explore WastAway’s self-sustaining model of taking the City’s MSW through a process that creates a marketable biomass fuel (SE3™) (i.e., coal-equivalent), with the possibility of using the SE3 to power a waste-to-energy power plant.

WastAway Services is in Morrison, TN and has demonstrated an ability to create a biomass fuel from MSW, which was significantly enhanced in 2019 with receipt of a comfort letter from the EPA that specified WastAway’s product (SE3) as a non-waste fuel. This designation exempts the SE3 fuel from strict federal waste incineration requirements. SE3 is considered a Non-Hazardous Secondary Material (NHSM) and therefore has less stringent Federal standards on air emissions and residue testing.

Attached is an interim report to update City Council on progress made to date –

- Reinforcing the win/win/win opportunities on beneficial solid waste fuel generation, environmental impact and recycling/diversion metrics
- Identifying on-going discussions and progress with potential fuel buyers
- Providing a high-level overview of the cost-benefit to determine the break-over point when WastAway’s process competes with conventional landfilling.
Council Priorities Served

Responsible budgeting
Affordable services with the goal of achieving long-term sustainability is the highest priority of the solid waste staff.

Improve economic development
Creating a sustainable model for disposing of the City’s municipal solid waste by creating an economically viable fuel with the potential to wheel power back into the local power grid, places the City in control of several utility cost variables that may otherwise start to escalate.

Maintain public safety
Proper collection, transport and disposal of solid waste is critical to maintaining the public health and welfare.

Attachments:
WastAway Interim Project Update dated 3/4/22
Memo to: Darren Gore, City of Murfreesboro  
cc: Ryan Maloney, Griggs & Maloney Engineering  
From: Mike Webb, WastAway  
RE: Interim Project Update  
Date 3/4/22

**Executive Summary:**

- Substantial progress has been made in examining foundational issues that must be resolved to determine the economic and environmental viability of implementing a WastAway system for the City. The fact that Murfreesboro chose to commission a detailed formal analysis has provided credibility to the efforts and access that might otherwise have been unavailable.

- Original timeline projections have necessarily been adjusted to allow for scheduling and meeting with agencies and individuals critical to the process. This flexibility has resulted in the ability to move waste and fuel discussions forward with technical, financial and policy decision makers.

- Among those are two divisions of the Tennessee Valley Authority, Middle Tennessee Electric, Pratt Industries, a regional cement manufacturer, and solid waste directors for two additional Middle Tennessee counties.

- Broad budgetary estimates, based on other ongoing WastAway projects, have been submitted as requested to assist with cost comparison matrices under development by the City. These initial estimates will be updated as more accurate fuel pricing and waste volumes unfold.

- Our intention is to complete this study with all available speed and submit our findings, working with Griggs and Maloney, to the City at the earliest possible date. At the same time, response timelines involving very important participants are outside our control and patience must be part of strategy. The following report provides a current snapshot of our status, and we look forward to discussing any questions or input from Council members and staff.
Project Update:

1. **Discussions continue with TVA** bringing together innovation, technology development and community relations executives. TVA has formed a specific project team to fully examine the likelihood of combusting SE3 Fuel at one or more of their existing coal-fired plants. They are currently reviewing multiple independent reports and data sets demonstrating the safety, economics and efficacy of using SE3 in conventional coal-fired generators or converted gas-fired units. In late January, WastAway submitted an 83-page response to specific questions posed by their team.

TVA has expressed a high level of interest not only in reducing carbon emissions, but also supporting the communities they served by becoming the destination/customer for SE3 a WastAway system produces in landfill diversion efforts. They requested an analysis of the potential MSW “waste basket” that could be available in Middle Tennessee to help them analyze the regional potential for fuel. WastAway utilized an outside consultant and data collected by TDEC to provide that report.

To further gauge support and MSW availability in the immediate Gallatin Steam Plant area, and demonstrate regional interest, WastAway has met with solid waste directors from two additional Middle Tennessee counties. Both have expressed a willingness to participate in prospective projects to help their county meet landfill diversion goals and create green energy.

Executives directly involved from TVA are Dr. Joseph Hoagland, Vice President of Innovation and Research, headquartered in Knoxville; and Justin Maierhofer, Regional Vice President tasked with building strong local partnerships with communities, and who is in the process of relocating to Middle Tennessee. On February 16, Maierhofer toured WastAway’s operating Morrison plant accompanied by former TDEC Commissioner Bob Martineau. A veteran of decades with TVA and the EPA, Maierhofer was very positive about how a partnership with TVA, local communities and WastAway could provide a win/win/win scenario.

We understand that TVA will not put a multi-billion dollar facility at risk to utilize a new fuel without substantial due diligence, however we believe the extensive lab testing and results from combustion tests at a large Canadian generation plant we have submitted can allow them to use SE3 in sufficient amounts to enable local projects, such as Murfreesboro, while keeping the percentage versus coal at a very low and safe level. The TVA facility at Gallatin consumes about over 10,000 tons of coal per day. Even a large project in Murfreesboro involving Rutherford County would produce only 280 tons per day of SE3.

Note that selling electricity to TVA is not a part of the project pro forma, unless they become a last resort market for any excess power produced by a possible City generation plant.

2. An information session and planning meeting was held with executives at **Middle Tennessee Electric** to better understand the opportunities and regulations around wheeling
power under the new and evolving TVA rules for local green power generation and distribution.

Input from meetings thus far established that we likely will need to combine “behind the fence” power generation at a specific facility to offset direct costs for the City with sale of excess green electricity sales to users downstream. Achieving this within a common substation service area should minimize TVA’s policy objections. Determining the amount of power a City generation station would be allowed to feed back into the area substation for distribution and revenue, and finding green power customers within the service area of that substation, will be the next steps.

Murfreesboro has provided all power use information and history for the Water Recovery Plant as well as the drinking water treatment plant. These figures and MTE service maps will be used to determine the financial feasibility of this option.

3. A Participation Interest Inquiry letter from Mayor McFarland has been approved and lists of large potential local energy users are being refined to determine their appetite for SE3 or green electricity. These letters are scheduled for distribution beginning later this month (March) with followup meetings to be conducted by WastAway’s engineering staff.

4. Negotiations continue with a Tennessee-based cement plant that has expressed strong interest in using SE3 produced by Murfreesboro to fuel its processes. They currently use coal as their primary fuel. As one of the world’s largest sources of greenhouse gases, the cement industry is under intense regulatory and political pressure to improve their environmental performance. Price, quantities, contracts and logistics are now in discussion.

5. Projected cost expectations, based on a California WastAway facility now in contract stage (funding has been approved), have been used to provide Murfreesboro with possible tipping fee scenarios. These broad budgetary projections are designed to help the City analyze alternatives to local landfilling or hauling MSW to regional landfills. Assumptions and likely tipping fees based on SE3 price received are attached as Exhibit A.
COUNCIL COMMUNICATION
Meeting Date: 03/09/2022

Item Title: January 2022 Dashboard
Department: Administration
Presented by: Erin Tucker, Budget Director

Summary
January 2022 Dashboard packet

Background Information
Dashboard information includes relevant Financial, Building & Codes, Risk Management 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. January 2022 Dashboard
2. City Schools January Dashboard
Property Tax notices were mailed in early October. While the FY22 budget reflects a 3.08% increase over FY21, actual results show a 4% increase over FY21.

FY22 Local Sales Tax collections continue to outpace FY21. Through January, collections are trending over FY21 by 20% and are running over budget by 18%. This revenue stream will be closely monitored for major fluctuations.
State Sales Tax collections also outpaced FY 2021 by 32% through January and are running 28% over budget. This revenue stream will be closely monitored for major fluctuations.
Sales Tax made up 56% of the State Shared collections for January. State Street Aid Gas Tax (restricted to road improvements) made up an additional 17% while TVA quarterly Gross Receipts tax comprised 16%. Mixed Drink totaled 5% of State Shared collections and all other taxes made up the remaining 6% of the State Revenue Distributions for the month.
Overall, State Shared Revenue collections showed 30% growth for January as compared to FY21 and reflect an 11% increase cumulatively for the year. Sales Taxes receipts are showing a 42% increase as compared to January 2021. Mixed Drink taxes continue to increase over last year, reflecting a 37% increase for the month and 36% cumulatively compared to FY21, bringing this revenue over and above pre-pandemic levels. State Street Aid Gas Tax has also bounced back to pre-pandemic levels with a 27% increase over January 2021 and overall, 17.5% cumulatively - these revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.
FY21 Hotel/Motel tax results indicated fewer receipts than previous years, therefore, the FY22 budget was conservatively budgeted. However, FY22 results indicate an increase over pre-pandemic tax collections and an increase over budget by 56% for the month and 80% for the year. This upward trend is expected to continue.
Salaries & Benefits make up 45% of General Fund’s budget. The FY22 budget included 23 additional full-time positions, increasing full-time approved positions from 1,018 to 1,041 positions.

As of 1/31/22, there were 988 filled full-time positions and 53 vacancies, which is down from 61 vacancies in December. Police had 36 open positions at the end of January, including 25 sworn officer positions. Salaries & Benefits are running 8% under budget for the month and 8.6% under budget for the year.

Transfers to City Schools makes up 4% 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 18% of General Fund’s budget. The budgeted Debt Service Transfer increased by $990k in FY22. This is due to the 2021 Bond issuance.

Repairs & Maintenance make up 6% of General Fund budgeted expenses and are up 5% as compared to FY21 budget. This includes maintenance of software ($1.5M), fleet services ($3.5M), and Police R&M for radios, mobile data terminals, etc. ($1.28M). State Street Aid R&M of streets, markings and right of way totals $4.3M. These expenses are seasonal and fluctuate depending on contract timing and timing of repairs. This was trending over budget by 34% and 73% over FY21 through January, primarily due to State Street Aid paving occurring earlier in the year as compared to last year.
Utilities make up 3% of General Fund’s budget. Results so far remain relatively flat as compared to FY21 and are running 8% under budget through January.
Fixed Assets make up 13% of General Fund's budget, totaling $29M. These items include:

- $6.9M in Infrastructure for grant funded road construction
- $4.0M – Transit Facility
- $2.0M – Police Equipment
- $4.65M – Police Vehicles (from CIP)
- $3.0M – Community West Park
- $860k – Skate Park
- $1.5M – Siegel Soccer Park building
- $1.4M – Transit Buses
- $600k – Parks & Recreation equipment
- $500k – Fire equipment

Timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. Through December, fixed asset spending was up 153% as compared to last year. This includes the $650,000 purchase of the Church Street property for Economic Development purposes and the grant funded portion of the Infrastructure road projects totaling $1.47M.
Safety incidents are reflected on a calendar vs. fiscal year basis. Overall, for the City, total incidents for 2022 are up by 2 incidents or 20% over 2021.
WORKERS’ COMPENSATION

Cost of PEP Claims as of Jan

- Fire
- Police
- P&R
- Water
- Other

2020 2021 2022

$- $200,000 $400,000 $600,000 $800,000 $1,000,000 $1,200,000 $1,400,000

$200,000 $400,000 $600,000 $800,000 $1,000,000 $1,200,000 $1,400,000
Number of PEP Claims as of Jan

- **Fire**
- **Police**
- **P&R**
- **Water**
- **Other**
Cumulatively, FY22 dwelling permits are up 29% from FY21 and show a decrease for the month of January by 42%. This is due to typical monthly fluctuations throughout the year.

Total permits were trending down from last year by 15.7% in January. This is mainly due to the higher-than-average commercial permits and residential pool and fence permits from last summer.
Revenues are up 21% as compared to last year due to a large commercial permit issued in September for an existing facility improvement and a large warehouse permit in November. However, January revenues are down 18% as compared to last January.
Pareto Chart for Cumulative Percent of Annual Costs across all Cost Centers is in cells B2 through E3.

Project Tracking

<table>
<thead>
<tr>
<th>Project Name</th>
<th>From</th>
<th>To</th>
<th>Distance</th>
<th>Project Cost (including approved Change Orders)</th>
<th>Billed to Date (Construction Only)</th>
<th>Project Days (including approved Change Orders)</th>
<th>Days Used</th>
<th>Percent Days</th>
<th>Estimated Substantial Completion</th>
<th>N.T.P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bradyville Pike</td>
<td>SE Broad Street</td>
<td>S Rutherford Blvd</td>
<td>2.10 Miles</td>
<td>$10,570,000 (Est Cost)</td>
<td>$0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Cherry Lane Phase II</td>
<td>Siegel Soccer Park</td>
<td>Sulphur Springs Road</td>
<td>1.75 Miles</td>
<td>$13,800,000 (Est Cost)</td>
<td>$0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Cherry Lane Phase III</td>
<td>Broad Street</td>
<td>Memorial Blvd [231]</td>
<td>1.10 Miles</td>
<td>$46,000,000 (Est Cost)</td>
<td>$0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Dr. Martin Luther King Blvd Sidewalks</td>
<td>SE Broad Street</td>
<td>Middle TN Blvd</td>
<td>.70 Miles</td>
<td>$1,100,292</td>
<td>$136,088.44</td>
<td>365</td>
<td>270</td>
<td>74%</td>
<td>5/17/2023</td>
<td>5/17/2021</td>
</tr>
<tr>
<td>Rucker Lane Phase 1</td>
<td>Maureen Blvd</td>
<td>Veterans Parkway</td>
<td>.75 Miles</td>
<td>$3,290,947.00</td>
<td>$1,969,883.33</td>
<td>244</td>
<td>100%</td>
<td>100%</td>
<td>1/9/2012</td>
<td>5/10/2012</td>
</tr>
<tr>
<td>Brinkley Road Phase 1</td>
<td>Timber Creek</td>
<td>Blaze Drive</td>
<td>.3 Miles</td>
<td>$3,192,408[Est Cost]</td>
<td>$0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Gateway Boulevard Extension</td>
<td>Gateway</td>
<td>Robert Rose</td>
<td>.3 Miles</td>
<td>$2,432,842[Est Cost]</td>
<td>$0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Front/ Vine Intersection</td>
<td>Front Street</td>
<td>Vine Street</td>
<td>.1 Miles</td>
<td>$500,000.00</td>
<td>$500,000.00</td>
<td>0</td>
<td>0</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$78,395,549</strong></td>
<td><strong>$2,506,072</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Project Status / Comments

<table>
<thead>
<tr>
<th>Project</th>
<th>Status and Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brinkley Road Phase I</td>
<td>Council awarded construction contract to Bell &amp; Associates on 2/3/2022. Contracts</td>
</tr>
<tr>
<td></td>
<td>are in the process of getting executed. Right-of-way and easement acquisitions are</td>
</tr>
<tr>
<td></td>
<td>ongoing.</td>
</tr>
<tr>
<td>Cherry Lane Phase II</td>
<td>Consultant currently performing agency coordination for Threatened and Endangered</td>
</tr>
<tr>
<td></td>
<td>Species (TDEC NHP/TWRA/USFWS) and Cultural Resources (USACE internal review) for</td>
</tr>
<tr>
<td></td>
<td>the proposed alignment. Currently awaiting correspondence from Corps on any</td>
</tr>
<tr>
<td></td>
<td>archaeological comments.</td>
</tr>
<tr>
<td>Cherry Lane Phase III</td>
<td>Third party consultant reviewing interchange analysis with Cherry Lane and Broad</td>
</tr>
<tr>
<td></td>
<td>St. Right-of-way consultant (Volkert) continuing appraisals for right of way</td>
</tr>
<tr>
<td></td>
<td>acquisition.</td>
</tr>
<tr>
<td>Front / Vine Street</td>
<td>Transportation Planning Report submitted TDoT last month. City and Consultant</td>
</tr>
<tr>
<td>Intersection</td>
<td>awaiting comments back.</td>
</tr>
<tr>
<td>Gateway Blvd Extension</td>
<td>Appraisal services ongoing for properties within alignment of new road. Consultant</td>
</tr>
<tr>
<td></td>
<td>to submit final plans for altered road alignment in the next two weeks.</td>
</tr>
<tr>
<td>Dr. Martin Luther King Blvd</td>
<td>Contractor is continuing work on north side of Dr. Martin Luther King Blvd. They</td>
</tr>
<tr>
<td>Sidewalks</td>
<td>have poured approximately 580 feet of sidewalk on the north-side of the road. All</td>
</tr>
<tr>
<td></td>
<td>of the storm-pipe and storm structure work is complete. Contractor also continues</td>
</tr>
<tr>
<td></td>
<td>excavating for the drainage swale on the north side of the project. Drainage swale</td>
</tr>
<tr>
<td></td>
<td>is 70% complete.</td>
</tr>
<tr>
<td>Rucker Lane Phase I</td>
<td>Project was substantially complete on 1/9/2021. Road was opened to traffic on</td>
</tr>
<tr>
<td></td>
<td>1/10/2022. Contractor has completed punch-list items. Final completion was on</td>
</tr>
<tr>
<td></td>
<td>1/25/2022.</td>
</tr>
</tbody>
</table>

## ROW Updates

<table>
<thead>
<tr>
<th>Project</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bradyville Pike</td>
<td>69% of ROW Acquisition completed</td>
</tr>
<tr>
<td>Brinkley Road</td>
<td>80% ROW acquired. 100% agreed upon.</td>
</tr>
<tr>
<td>Cherry Lane Phase II</td>
<td>ROW legal documents being drafted by consultant.</td>
</tr>
<tr>
<td>Cherry Lane Phase III</td>
<td>Volkert continuing ROW acquisition.</td>
</tr>
<tr>
<td>Gateway Boulevard Extension</td>
<td>Appraisal services ongoing</td>
</tr>
</tbody>
</table>
**COUNCIL COMMUNICATION**

**Meeting Date:** 3/9/2022

**Item Title:** January 2022 MCS Cash Flow Statement and Revenue and Expenditure Budget Comparison Reports

**Department:** Murfreesboro City Schools

**Presented by:** Kim Williams

**Requested Council Action:**
- [ ] Ordinance
- [ ] Resolution
- [ ] Motion
- [ ] Direction
- [☒] Information

**Summary**

FY22 Cash Flow Statement (January 2022)

FY22 Revenue and Expenditure Budget Comparison Reports (January 2022)

**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**

January 2022 MCS Cash Flow Statement

January 2022 MCS Revenue and Expenditure Budget Comparison Reports
## Cash Flow Forecast Schedule

### FY 2022

<table>
<thead>
<tr>
<th>General Purpose School Fund</th>
<th>JUL (Actual)</th>
<th>AUG (Actual)</th>
<th>SEP (Actual)</th>
<th>OCT (Actual)</th>
<th>NOV (Actual)</th>
<th>DEC (Actual)</th>
<th>JAN (Actual)</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Receipts</td>
<td>$5,770,154</td>
<td>$7,316,777</td>
<td>$7,990,992</td>
<td>$8,772,288</td>
<td>$10,040,071</td>
<td>$9,450,198</td>
<td>$14,379,036</td>
<td>$9,646,126</td>
<td>$6,353,874</td>
<td>$4,500,000</td>
<td>$2,000,000</td>
<td>$3,091,001</td>
<td>$90,210,518</td>
</tr>
<tr>
<td>Loan Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Cash Inflows</td>
<td>$5,770,154</td>
<td>$7,316,777</td>
<td>$7,990,992</td>
<td>$8,772,288</td>
<td>$10,040,071</td>
<td>$9,450,198</td>
<td>$14,379,036</td>
<td>$9,646,126</td>
<td>$6,353,874</td>
<td>$4,500,000</td>
<td>$2,000,000</td>
<td>$3,091,001</td>
<td>$90,210,518</td>
</tr>
<tr>
<td>Beg Cash Bal</td>
<td>12,902,019</td>
<td>9,689,596</td>
<td>8,890,340</td>
<td>8,801,496</td>
<td>8,993,048</td>
<td>9,440,836</td>
<td>10,611,602</td>
<td>16,516,635</td>
<td>17,899,207</td>
<td>18,106,649</td>
<td>16,460,215</td>
<td>12,248,354</td>
<td></td>
</tr>
<tr>
<td>Available Cash</td>
<td>18,572,173</td>
<td>17,006,373</td>
<td>16,791,333</td>
<td>17,572,784</td>
<td>18,131,119</td>
<td>18,891,024</td>
<td>24,709,638</td>
<td>26,162,759</td>
<td>24,233,081</td>
<td>22,606,649</td>
<td>18,460,215</td>
<td>16,279,355</td>
<td></td>
</tr>
<tr>
<td>Cash Payments</td>
<td>$8,850,597</td>
<td>$7,174,053</td>
<td>$7,957,857</td>
<td>$9,450,756</td>
<td>$8,658,273</td>
<td>$8,455,775</td>
<td>$8,250,358</td>
<td>$8,339,503</td>
<td>$6,122,785</td>
<td>$6,123,785</td>
<td>$6,122,785</td>
<td>$6,122,787</td>
<td></td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Cash Outflows</td>
<td>8,882,377</td>
<td>8,204,033</td>
<td>7,989,837</td>
<td>9,482,716</td>
<td>8,992,293</td>
<td>8,747,322</td>
<td>8,374,005</td>
<td>8,203,532</td>
<td>6,146,032</td>
<td>6,146,434</td>
<td>6,171,861</td>
<td>6,146,834</td>
<td>92,379,016</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>9,689,596</td>
<td>8,890,340</td>
<td>8,801,496</td>
<td>8,993,048</td>
<td>9,440,836</td>
<td>10,411,602</td>
<td>16,516,633</td>
<td>17,899,207</td>
<td>18,106,649</td>
<td>16,460,215</td>
<td>12,288,354</td>
<td>10,132,921</td>
<td></td>
</tr>
<tr>
<td>Cash Inflows - Outflows</td>
<td>$(3,112,423)</td>
<td>$(889,256)</td>
<td>$1,155</td>
<td>$(710,448)</td>
<td>$1,349,779</td>
<td>$970,775</td>
<td>$6,105,032</td>
<td>$1,382,574</td>
<td>$207,442</td>
<td>$(1,646,434)</td>
<td>$(4,171,861)</td>
<td>$(2,155,433)</td>
<td>$(2,669,998)</td>
</tr>
</tbody>
</table>

**Note:** Amounts are estimated and taken from prior year amounts unless otherwise indicated.

### Cash Flow Forecast

- **Total Cash Inflows:**
- **Total Cash Outflows:**
- **Ending Balance:**

![Cash Flow Forecast Graph](chart.png)
## COMPARISON OF BUDGET TOTALS
July 1, 2021 Through January 31, 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL INCOME 7/1/21 - 1/31/22</td>
<td>$51,042,793</td>
</tr>
<tr>
<td>TOTAL EXPENSES 7/1/21 - 1/31/22</td>
<td>46,204,911</td>
</tr>
<tr>
<td>NET INCOME 1/31/22</td>
<td>$4,837,882</td>
</tr>
</tbody>
</table>
# YEAR-TO-DATE REVENUE COMPARISON

**JANUARY 2022**

<table>
<thead>
<tr>
<th>BUDGET CLASS.</th>
<th>2020-21 BUDGET</th>
<th>2020-21 YTD REV.</th>
<th>2020-21 OVR/(UNDR) BUDGET</th>
<th>2020-21 %</th>
<th>2021-22 BUDGET</th>
<th>2021-22 YTD REV.</th>
<th>2021-22 OVR/(UNDR) BUDGET</th>
<th>2021-22 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>40110-Current Prop. Tax</td>
<td>15,312,150</td>
<td>8,336,194</td>
<td>(6,975,956)</td>
<td>54.4%</td>
<td>15,700,000</td>
<td>8,735,917</td>
<td>(6,964,083)</td>
<td>55.6%</td>
</tr>
<tr>
<td>40210-Local Option Sales Tax</td>
<td>12,330,560</td>
<td>5,550,261</td>
<td>(6,780,289)</td>
<td>45.0%</td>
<td>13,000,000</td>
<td>6,472,191</td>
<td>(6,527,809)</td>
<td>49.8%</td>
</tr>
<tr>
<td>40000-41110-Other County Rev</td>
<td>1,850,000</td>
<td>922,688</td>
<td>(927,312)</td>
<td>49.9%</td>
<td>1,705,000</td>
<td>814,159</td>
<td>(890,841)</td>
<td>47.8%</td>
</tr>
<tr>
<td>43300-44000-Other Local Revenue</td>
<td>698,941</td>
<td>348,433</td>
<td>(350,508)</td>
<td>49.9%</td>
<td>1,792,500</td>
<td>317,590</td>
<td>(1,474,910)</td>
<td>17.7%</td>
</tr>
<tr>
<td>46511-Basic Educ. Program</td>
<td>48,350,000</td>
<td>28,105,800</td>
<td>(20,244,200)</td>
<td>58.1%</td>
<td>48,115,000</td>
<td>28,904,400</td>
<td>(19,210,600)</td>
<td>60.1%</td>
</tr>
<tr>
<td>46515-Early Childhood Ed.</td>
<td>1,072,125</td>
<td>-</td>
<td>(1,072,125)</td>
<td>0.0%</td>
<td>1,063,812</td>
<td>433,650</td>
<td>(630,162)</td>
<td>40.8%</td>
</tr>
<tr>
<td>46530-Energy Efficient Sch</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>46590-Other State Education</td>
<td>1,976,159</td>
<td>69,308</td>
<td>(1,906,851)</td>
<td>3.5%</td>
<td>354,248</td>
<td>369,716</td>
<td>15,488</td>
<td>104.4%</td>
</tr>
<tr>
<td>46610-Career Ladder Program</td>
<td>88,000</td>
<td>56,595</td>
<td>(31,405)</td>
<td>64.3%</td>
<td>82,000</td>
<td>46,785</td>
<td>(35,215)</td>
<td>57.1%</td>
</tr>
<tr>
<td>46615-Ext. Contract-ARRA</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>46591-Coordinated School Health</td>
<td>100,000</td>
<td>-</td>
<td>(100,000)</td>
<td>0.0%</td>
<td>100,000</td>
<td>49,176</td>
<td>(50,824)</td>
<td>49.2%</td>
</tr>
<tr>
<td>46595-Family Resource</td>
<td>29,600</td>
<td>-</td>
<td>(29,600)</td>
<td>0.0%</td>
<td>29,600</td>
<td>12,955</td>
<td>(16,645)</td>
<td>43.8%</td>
</tr>
<tr>
<td>46800-46990-Other State Revenue</td>
<td>262,503</td>
<td>92,752</td>
<td>(169,751)</td>
<td>35.3%</td>
<td>227,419</td>
<td>55,982</td>
<td>(171,437)</td>
<td>24.6%</td>
</tr>
<tr>
<td>47000-Federal Funds</td>
<td>283,653</td>
<td>462,671</td>
<td>179,018</td>
<td>163.1%</td>
<td>161,041</td>
<td>230,629</td>
<td>69,588</td>
<td>143.2%</td>
</tr>
<tr>
<td>49100-49800 Bond &amp; City Transfers</td>
<td>3,244,831</td>
<td>-</td>
<td>(3,244,831)</td>
<td>0.0%</td>
<td>450,000</td>
<td>-</td>
<td>(450,000)</td>
<td>0.0%</td>
</tr>
<tr>
<td>49810-Approp./City Gen. Fund</td>
<td>7,885,103</td>
<td>4,599,643</td>
<td>(3,285,460)</td>
<td>58.3%</td>
<td>7,885,103</td>
<td>4,599,643</td>
<td>(3,285,460)</td>
<td>58.3%</td>
</tr>
<tr>
<td>49820-Operating Transfers</td>
<td>78,413</td>
<td>-</td>
<td>(78,413)</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$93,562,028</strong></td>
<td><strong>$48,544,347</strong></td>
<td><strong>(45,017,681)</strong></td>
<td>51.9%</td>
<td><strong>$90,665,723.00</strong></td>
<td><strong>$51,042,793</strong></td>
<td><strong>(39,622,930)</strong></td>
<td>56.3%</td>
</tr>
<tr>
<td>BUDGET CLASS</td>
<td>2020-21 BUDGET</td>
<td>2020-21 YTD EXP.</td>
<td>2020-21 OVR/(UNDR) BUDGET</td>
<td>2020-21 %</td>
<td>2021-22 BUDGET</td>
<td>2021-22 YTD EXP.</td>
<td>2021-22 OVR/(UNDR) BUDGET</td>
<td>2021-22 %</td>
</tr>
<tr>
<td>---------------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>--------------------------</td>
<td>------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>--------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>71100-Reg. Instruction</td>
<td>50,568,178</td>
<td>24,392,897</td>
<td>(26,175,281)</td>
<td>48.2%</td>
<td>50,700,907</td>
<td>$25,221,228.69</td>
<td>(25,479,678)</td>
<td>49.7%</td>
</tr>
<tr>
<td>71200-Sp. Ed. Instruction</td>
<td>9,646,900</td>
<td>4,639,738</td>
<td>(5,007,162)</td>
<td>48.1%</td>
<td>10,154,810</td>
<td>4,872,968</td>
<td>(5,281,842)</td>
<td>48.0%</td>
</tr>
<tr>
<td>71400-Student Body Ed.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>72110-Attendance</td>
<td>157,489</td>
<td>62,967</td>
<td>(94,522)</td>
<td>40.0%</td>
<td>100,155</td>
<td>56,532</td>
<td>(41,623)</td>
<td>58.4%</td>
</tr>
<tr>
<td>72120-Health Services</td>
<td>948,039</td>
<td>511,814</td>
<td>(436,225)</td>
<td>54.0%</td>
<td>330,370</td>
<td>80,375</td>
<td>(249,995)</td>
<td>24.3%</td>
</tr>
<tr>
<td>72130-Guidance</td>
<td>2,743,401</td>
<td>1,390,423</td>
<td>(1,352,978)</td>
<td>50.7%</td>
<td>2,621,215</td>
<td>1,281,724</td>
<td>(1,339,491)</td>
<td>48.9%</td>
</tr>
<tr>
<td>72220-Reg. Instr. Support</td>
<td>2,315,361</td>
<td>1,248,523</td>
<td>(1,066,838)</td>
<td>53.9%</td>
<td>2,291,054</td>
<td>1,224,372</td>
<td>(1,066,682)</td>
<td>53.4%</td>
</tr>
<tr>
<td>72220-Sp. Ed. Support</td>
<td>1,841,850</td>
<td>860,276</td>
<td>(981,374)</td>
<td>46.7%</td>
<td>1,734,075</td>
<td>843,357</td>
<td>(890,718)</td>
<td>48.6%</td>
</tr>
<tr>
<td>72250-Technology</td>
<td>1,954,363</td>
<td>1,197,871</td>
<td>(756,492)</td>
<td>61.3%</td>
<td>2,075,760</td>
<td>1,141,371</td>
<td>(934,389)</td>
<td>55.0%</td>
</tr>
<tr>
<td>73310-Bd. Of Education</td>
<td>1,646,370</td>
<td>952,630</td>
<td>(693,740)</td>
<td>57.9%</td>
<td>1,739,681</td>
<td>931,022</td>
<td>(808,659)</td>
<td>53.5%</td>
</tr>
<tr>
<td>73320-Office of Supt.</td>
<td>388,039</td>
<td>121,674</td>
<td>(266,365)</td>
<td>31.4%</td>
<td>428,330</td>
<td>209,052</td>
<td>(219,278)</td>
<td>48.8%</td>
</tr>
<tr>
<td>73410-Office of Principal</td>
<td>4,739,039</td>
<td>2,508,910</td>
<td>(2,230,129)</td>
<td>52.9%</td>
<td>4,857,825</td>
<td>2,637,160</td>
<td>(2,220,665)</td>
<td>54.3%</td>
</tr>
<tr>
<td>73510-Fiscal Services</td>
<td>470,480</td>
<td>292,155</td>
<td>(178,325)</td>
<td>62.1%</td>
<td>519,200</td>
<td>328,284</td>
<td>(190,916)</td>
<td>63.2%</td>
</tr>
<tr>
<td>73520-Personnel Services</td>
<td>587,033</td>
<td>322,071</td>
<td>(264,962)</td>
<td>54.9%</td>
<td>467,240</td>
<td>276,481</td>
<td>(190,759)</td>
<td>59.2%</td>
</tr>
<tr>
<td>73610-Oper. Of Plant</td>
<td>6,304,017</td>
<td>2,957,234</td>
<td>(3,346,783)</td>
<td>46.9%</td>
<td>6,445,115</td>
<td>3,255,388</td>
<td>(3,189,727)</td>
<td>50.5%</td>
</tr>
<tr>
<td>73620-Maint. Of Plant</td>
<td>2,809,034</td>
<td>1,169,455</td>
<td>(1,639,579)</td>
<td>41.6%</td>
<td>2,905,842</td>
<td>1,029,964</td>
<td>(1,879,878)</td>
<td>35.3%</td>
</tr>
<tr>
<td>77100-Pupil Transp.</td>
<td>3,883,591</td>
<td>1,754,461</td>
<td>(2,129,130)</td>
<td>45.2%</td>
<td>3,691,951</td>
<td>1,787,029</td>
<td>(1,904,922)</td>
<td>48.4%</td>
</tr>
<tr>
<td>73300-Community Service</td>
<td>557,708</td>
<td>245,204</td>
<td>(312,504)</td>
<td>44.0%</td>
<td>581,565</td>
<td>248,767</td>
<td>(332,798)</td>
<td>42.8%</td>
</tr>
<tr>
<td>73400-Early Childhood Educ.</td>
<td>1,249,350</td>
<td>588,922</td>
<td>(660,428)</td>
<td>47.1%</td>
<td>1,208,825</td>
<td>557,064</td>
<td>(651,761)</td>
<td>46.1%</td>
</tr>
<tr>
<td>76100-Reg. Cap. Outlay</td>
<td>150,500</td>
<td>53,857</td>
<td>(96,643)</td>
<td>35.8%</td>
<td>130,000</td>
<td>17,540</td>
<td>(112,460)</td>
<td>13.5%</td>
</tr>
<tr>
<td>82130-Education Debt Serv.</td>
<td>3,244,831</td>
<td>-</td>
<td>(3,244,831)</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>99100-Operating Transfers</td>
<td>409,200</td>
<td>223,860</td>
<td>(185,340)</td>
<td>54.7%</td>
<td>350,900</td>
<td>207,234</td>
<td>(143,666)</td>
<td>59.1%</td>
</tr>
</tbody>
</table>

**TOTALS:** 96,614,573 | 45,494,941 | $ (51,119,632) | 47.1% | 93,334,820 | 46,204,911 | $ (47,129,909) | 49.5%