MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
September 18, 2025

Public Comment on Actionable Agenda Items

PRAYER

Mr. Austin Maxwell

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Annual State Airport Maintenance Grant (Airport)
2. Addendum 1 MTSU Temporary Parking Facilities (Airport)
3. Addendum 2 MTSU Temporary Office Space (Airport)
4. Donation Agreement with Middle Tennessee Disc Golf Association (Parks)
5. Mandatory Referral for Dedication of an Electric Easement along Doctor Martin Luther King Jr Boulevard (Planning)
6. Mandatory Referral for Abandonment of a Portion of a Drainage Easement Along Dorset Street (Planning)
7. Hangar Design Work Authorization Amendment 1 (Project Development)
8. Patterson Park Outdoor Improvements Contingency Allowance Allocation (Project Development)
9. Professional Services Contract Amendment (Information Technology)
10. Asphalt and Concrete Purchase Report (Street)
11. Contract with TDOT for Preventive Maintenance Expenses (Transportation)
12. Asphalt Purchases Report (Water Resources)
13. CITCO Water Agreement - Pipe Materials (Water Resources)
14. SSR Task Order 2141013.0 Amendment No. 3 (Water Resources)
15. WRRF Wet Weather Upgrades CCF No. 3 (Water Resources)
16. Certificate of Good Moral Character — Stones River Country Club — Ownership Change (Finance)

Minutes

17. City Council Minutes (Finance)

Old Business

<u>Land Use Matters</u>

18. Ordinance 25-O-32 FY26 Budget Amendment (2nd and Final Reading) (Finance)
19. Ordinance 25-OZ-25 Rezoning property along January Street (2nd and Final Reading) (Planning)

New Business

Land Use Matters

20. Sewer Allocation Variance- Cason Lane (Planning)

Resolution

21. Resolution 25-R-21 Updating City Social Media and Internet Posting Policy (Communications)
22. Resolution 25-R-26 Schools FY26 Budget Amendment #1 (Schools)
23. Joint Resolution 25-R-27 TriStar and Ascension Saint Thomas Murfreesboro Emergency Room (Administration)
24. Resolution 25-R-28 Authorizing Participation in Settlements with Purdue Pharma and Other Opioid Manufacturers (Legal)

On Motion

25. Air Traffic Control Tower Siting Study Grant (Airport)
26. Air Traffic Control Tower Siting Study Work Authorization (Airport)
27. Old Fort Park Ballfield & Parking Renovations Change Order #2 (Facilities)
28. Updating Employee Handbook section 6013 Regarding Social Media and Website Guidelines (Communications)
29. Health Benefits Service Agreements for 2026 (Human Resources)
30. Pedestrian Enforcement and Education Grant Contract (Police)
31. Amendment No. 1 of Agreement with Flock Group (Police)
32. Amendment No. 4 to Purchasing Agreement with AXON (Police)
33. Change Orders to the Shared Cost for Repairs to Firing Range at the Rutherford County Sheriff's Office (Police)
34. MOU with the Town of Smyrna and Rutherford County (Police)
35. Community Traffic Safety Enforcement and Education Grant Contract (Police)
36. Contract Amendment with TDOT for Matching Transit Facility Funds (Transportation)
37. WRRF Headworks Recommissioning SSR To Amendment No. 1 (Water Resources)
38. Salem Barfield Sewer Upgrades Final Change Order (Water Resources)
39. Agreement for Intergovernmental Services (Administration)

Board & Commission Appointments

Licensing

Payment of Statements

Other Business

40. FAA Reimbursable Air Traffic Control Tower Siting Study Agreement (Airport)

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Annual State Airport Maintenance Grant

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the annual State Airport Maintenance Grant for the Murfreesboro Municipal Airport.

Staff Recommendation

Approve the annual State Airport Maintenance Grant.

Background Information

Each year the TDOT-Division of Aeronautics provides funding for the maintenance of the state system of airports. These funds are used for maintenance and repairs of the fuel systems, airfield lighting, mowing equipment, etc.

Council Priorities Served

Responsible budgeting

Pursuit and management of available state and federal funds are an essential part of our Airport Budget.

Operational Issues

Grant assists with the maintenance of items at the airport that promote safe operations at the Airport such as airfield lighting and other similar systems.

Fiscal Impact

Airport Maintenance Grant covers 95% of the cost of certain repair and maintenance items up to $20,000.

Attachments

Annual State Airport Maintenance Grant

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
07/01/2025	06/30/2026	40100-51491	87341

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: N/A

Grantee's fiscal year end – June 30th

Service Caption (one line only)

Fiscal Year 2026 Airport Maintenance

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$20,000.00	$0.00		$0.00	$20,000.00
TOTAL:	**$20,000.00**	**$0.00**		**$0.00**	**$20,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.
☐ Non-competitive Selection	Describe the reasons for a non-competitive grantee selection process.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
	71302

VENDOR ADDRESS: 5 **LOCATION CODE: MURFRE-002**

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of Airport Maintenance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-203, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in Attachment Reference. The Grantee shall provide a five percent (5%) participation of actual costs.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on **July 1st, 2025** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Twenty Thousand Dollars and Zero Cents ($20,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment **Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation – Aeronautics Division
https://www.blackcataviation.com

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Transportation – Aeronautics Division
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," “Public Accountability,” “Public Notice,” and “Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Evan Rodgers
Transportation Program Monitor
TN Dept. of Transportation – Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
111 West Vine Street

Murfreesboro, TN 37130
Email: rhulsey@murfreesborotn.gov
Telephone: 615-848-3254

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a

prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars ($750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars ($750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars ($750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars ($1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall

include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may,

upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions

E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.4. Airport Operations. For all grants that total fifty thousand dollars ($50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.

E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

E.7. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO: **75-555-0778-26**

GRANTEE SIGNATURE **DATE**

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

AS APPROVED AS TO FORM AND LEGALITY:

LESLIE SOUTH, GENERAL COUNSEL **DATE**

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This isnot an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by casebasis regardless of the item's inclusion in the lists above.

ATTACHMENT TWO

PAGE ONE

GRANT BUDGET

City of Murfreesboro: Fiscal Year 2026 Airport Maintenance **AERM-26-146-00**

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 07/01/2025** **END: 06/30/2026**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$20,000.00	$1,052.64	$21,052.64
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**$20,000.00**	**$1,052.64**	**$21,052.64**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Fiscal Year 2026 Airport Maintenance	$20,000.00
TOTAL	$20,000.00

TAD Project # 75-555-0778-26

Project Breakdown:

TX00365451	$20,000.00	95% State
	$ 1,052.64	5% Local Participation
Grant Total:	$21,052.64	

Reimbursable Amount: $20,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Addendum 1 MTSU Temporary Parking Facilities

Department: Airport

Presented by: Chad L. Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Addendum 1 to Transient Use Agreement Temporary Parking Facilities for MTSU.

Staff Recommendation

Approve Addendum 1 to the Transient Use Agreement Temporary Parking Facilities for MTSU adjacent to the MTSU Airport Aerospace Campus.

Background Information

The term of the original Transient Use Agreement for additional parking facilities with MTSU has expired. Until the facilities for the MTSU Flight Training program are built in accordance with the University's relocation plan, the majority of their students enrolled in Flight Training Labs here at the Murfreesboro Municipal Airport still require that additional parking be made available. The University expects that the new facility at Shelbyville should be completed and operational by the summer of 2027 or January 2028. City Staff will continue to monitor the progress of that project. The term of this Addendum reflects the University's proposed flight training relocation plan with the term being one year with an extension of one year that must be requested in writing by the University and approved by both parties. The Airport, working with Barge Design Solutions, the Tennessee Aeronautics Division, and Federal Aviation Administration are developing the plans for this area of the airport. If it appears that when the MTSU Flight Training program departs Murfreesboro that this parking lot will be needed for future use it will be included in construction bids for pavement and other upgrades. If the parking lot is identified for other uses such as the future location of the air traffic control tower, then the parking lot will be abandoned and the parking area already provided by the City will still be available until the relocation plan is complete.

Council Priorities Served

Improve economic development

The Murfreesboro Airport, while assisting its based business in providing facilities that allow them the best possible opportunity for success and to provide services to the community, must take every opportunity to set its fees and rental rates at levels that provide the Airport the ability to not only cover its operating expenses but also the ability to invest in future improvements.

Fiscal Impact

This Addendum will provide the Airport $12,244 in annual rent. These funds will be used to maintain and improve the Murfreesboro Municipal Airport.

Attachments

Addendum 1 to Transient Use Agreement – Temporary Parking Facilities

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Addendum 2 MTSU Temporary Office Space

Department: Airport

Presented by: Chad L. Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Addendum 2 to Transient Use Agreement - Office Space for MTSU.

Staff Recommendation

Approve Addendum 2 to the Transient Use Agreement – Office Space for MTSU in the Airport Business Center-Terminal.

Background Information

The term of the original Transient Use Agreement for office space with MTSU has expired. According to the original Agreement MTSU has evacuated the large meeting room and executive lounge area as well as returning the facilities to their original condition. The current plan, according to MTSU, is that the Executive Transport portion of the MTSU Aerospace Department will remain at the Murfreesboro Municipal Airport. This requires the continued rental of one corporate box hangar and the rental of a 91 square foot office located in the southeast corner of the Terminal for the Chief Executive Transport Pilot. Working with the University as they continue to execute their relocation plan, the goal of the Airport is to identify alternative office space for their Chief Pilot. Addendum 2 reflects this plan as the term of this agreement is one year requiring a written request from the University for one additional year approved by both parties.

Council Priorities Served

Improve economic development

The Murfreesboro Airport, while assisting its based business in providing facilities that allow them the best possible opportunity for success and to provide services to the community, must take every opportunity to set its fees and rental rates at levels that provide the Airport the ability to not only cover its operating expenses but also the ability to invest in future improvements.

Fiscal Impact

This Addendum will provide the Airport $2,664 in annual rent. These funds will be used to maintain and improve the Murfreesboro Municipal Airport.

Attachments

Addendum 2 to Transient Use Agreement – Office Space

Docusign Envelope ID: 9486DD23-FD43-4140-BEB7-5F28E549AB46

ADDENDUM #2 TO TRANSIENT USE AGREEMENT

OFFICE SPACE

This Addendum #2 ("**Addendum**"), entered into this 13th day of August, 2025, made by and between the City of Murfreesboro, Tennessee ("**Owner**"), and Middle Tennessee State University ("**User**"). Owner and User are each a "**Party**", and sometimes collectively referred to herein as the "**Parties**"

WITNESSETH:

WHEREAS, Owner owns certain facilities at the Murfreesboro Municipal Airport (the "**Primary Use Area**"), as more particularly described in that certain Transient Use Agreement between the Parties dated August 29, 2019 (the "**Agreement**"); and

WHEREAS, the Primary Use Area includes a Waiting Room (227 square feet), Office (91 square feet), and Lease Office Space (1,680 square feet) located on the south end of the Aviation Terminal Building; and

WHEREAS, the Parties entered into the Agreement to effectuate the User's access and use of the Primary Use Area; and

WHEREAS, the term of the Agreement is set to expire on August 23, 2025; and

WHEREAS, User desires to discontinue access and use of the Primary Use Area at the end of the current term, with the exception of the 91 square feet of office space (the "**Office Space**"); and

WHEREAS, User desires to continue access and lawful use of the Office Space for the purpose of maintaining an office; and

WHEREAS, the Parties wish to amend the Agreement and extend its term as it relates to the Office Space, subject to the terms and conditions herein.

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

A. The recitals above are hereby incorporated by reference as fully as if reproduced entirely in the body of this Addendum.

B. All capitalized terms not otherwise defined herein shall have the same meaning as ascribed in the Agreement.

C. Section E (1) of the Agreement is amended by striking the definition of Primary Use Area in its entirety and replacing it with the following definition:

Docusign Envelope ID: 9486DD23-FD43-4140-BEB7-5F28E549AB46

(1) Primary Use Area: The User will have full use of the Office (91 square feet) located on the southeast corner of the Aviation Terminal Building.

D. Section E (7) of the Agreement is amended by striking the clause in its entirety and replacing it with the following:
(7) The User shall generally confine its activities on the premises to the following purpose: office activities.

E. The term of the Agreement shall be extended for one (1) year, to expire at 11:59 p.m. CST on August 23, 2026 (the "**Renewal Term**"). The Renewal Term may be extended for one (1) additional year, to expire at 11:59 p.m. on August 23, 2027 (the "**Renewal Term Extension**") by User providing written notice to Owner no less than sixty days before the expiration of the Renewal Term. Any extension of the term beyond the Renewal Term or the Renewal Term Extension shall only be by a written agreement duly executed by both Parties.

F. Rental shall be TWO THOUDSAND SIX HUNDRED SIXTY-FOUR 00/100 DOLLARS ($2,664.00) for the entire Renewal Term, payable in advance. The rental payment for a Renewal Term Extension, if exercised, shall be an additional TWO THOUDSAND SIX HUNDRED SIXTY-FOUR 00/100 DOLLARS ($2,664.00) for the entire Renewal Term Extension, payable in advance.

G. This Addendum may only be modified by a written agreement duly executed by both Parties.

H. This Addendum shall take effect upon the expiration of the current term of the Agreement.

I. All other terms and conditions of the Agreement not in conflict with this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto:

Owner: City of Murfreesboro

BY: _____
Shane McFarland, Mayor

User: Middle Tennessee State University

BY: Signed by: _____
9F2D952F573A414...

Print: Drew Harpool

Docusign Envelope ID: 9486DD23-FD43-4140-BEB7-5F28E549AB46

Date: _____

Title: Interim VP, Business & Finance

ATTEST:

Date: 8/14/2025

_____
Erin Tucker, City Recorder

APPROVED AS TO FORM:

_____
Adam Tucker, City Attorney

Recommended by Murfreesboro Airport Commission: **August 18** , 2025.

Approved by Murfreesboro City Council: _____, 2025.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Donation Agreement with Middle Tennessee Disc Golf Association

Department: Parks and Recreation

Presented by: Nate Williams, Executive Director of Recreation Services

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Donation Agreement with Middle Tennessee Disc Golf Association.

Recommendation

Approve Agreement.

Background Information

The City purchased 18 DGA Disc Golf Baskets (Mach III model) approximately 10 years ago. The baskets have reached their end of useful life for the City and have subsequently been replaced. Staff recommends the old baskets be donated to the Middle Tennessee Disc Golf Association.

Council Priorities Served

Establish strong City brand

By donating the old disc golf baskets, the Middle Tennessee Disc Golf Association can revitalize the equipment to be used to enhance opportunities for healthy activities and further cultivate the game of disc golf in Murfreesboro.

Fiscal Impact

Current estimated value of the disc golf baskets is $2,700.

Attachments

1. Donation Agreement with Middle Tennessee Disc Golf Association
2. City Surplus Property Disposal Form for Disc Golf Baskets

CITY OF MURFREESBORO
DONATION OF DISC GOLF BASKETS
MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements and for the donation of eighteen (18) DGA Disc Golf Baskets, Mach III model ("Disc Golf Baskets") from the City of Murfreesboro ("City") to the Middle Tennessee Disc Golf Association.

The City and Middle Tennessee Disc Golf Association mutually agree as follows:
Each and every Party to this Agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other Party to this agreement, including employees of each and every other Party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the Disc Golf Baskets from the City to the Middle Tennessee Disc Golf Association and the use of the Disc Golf Baskets by Middle Tennessee Disc Golf Association for whatever purposes Middle Tennessee Disc Golf Association may use them for.

To the extent permitted by law, Middle Tennessee Disc Golf Association agrees to hold City harmless in the event any claim is made against it arising from ownership or use of donated items.

In executing this Release and Hold Harmless Agreement, the Middle Tennessee Disc Golf Association acknowledges that City is making no representation as to the fitness, suitability, or usability of said Disc Golf Baskets for their stated purpose and function; said Disc Golf Baskets have been owned, maintained and/or used by the City for multiple years. The current condition of the Disc Golf Baskets is not known or guaranteed by City; City is providing said Disc Golf Baskets on an "as is" basis to the Middle Tennessee Disc Golf Association.

The Middle Tennessee Disc Golf Association shall be solely responsible for determining whether to use said Disc Golf Baskets for any purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

Darren Gore, City Manager

Date: 8/13/25

MIDDLE TENNESSEE DISC GOLF ASSOCIATION

[INSERT NAME & TITLE OF SIGNATORY]

Date: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

City of Murfreesboro
Surplus Property Disposal Form
City Department Parks and Recreation

Short description of surplus property Disc Golf Baskets

Check the proposed method of disposal.

Sell	___	Estimated value	$150 each	
		Reserve value (Do not sell below this amt)	$	
Trade-In	___	Trade-in value	$	
Transfer	___	To whom? Middle Tennessee Disc Golf Association		
Donate	X	To whom?	Estimated value	$2,700
Throw away	___			
Recycle	___			

Describe the Surplus Property:

Approximate age	10 yrs	Estimated original cost	$6,480
Seized Property?	___	Depr value (to be completed by FA Mgr if applicable)	$ -
Law Enforcement Restricted ?	___		

Condition of surplus property:

If **Sell,** complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:
18 DGA Disc Golf Baskets, Mach III model. Ten years old with some rust

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over $1,000.

Trade-in value	___	Equipment dealer	___
Appraisal	___	Completed online auctions	___
Kelley Blue Book	___	Depreciated value	X
		Other (Describe)	___

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed (Department Head) 8/12/2025 Date

I have reviewed the above information and determined that it is appropriate.

Signed Vicki J Massey (Fixed Assets Manager) 8/12/25 Date

I approve ✓ or disapprove ___ that the above described property be determined surplus and disposed of as indicated.

Signed Craig W. Tindall (City Manager or Assist. City Manager) 8/14/25 Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title:	Mandatory Referral for Dedication of an Electric Easement along Doctor Martin Luther King Jr Boulevard
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow dedication of an electric easement on City-owned property located along the north side of Doctor Martin Luther King Jr Boulevard.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval of this request at its September 3, 2025 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of an electric easement for Middle Tennessee Electric (MTE) on property that the City owns along the north side of Doctor Martin Luther King Jr Boulevard. The property in question is developed with Bradley Academy elementary school and Patterson Park Community Center. MTE is planning on infrastructure upgrades along this corridor, and the proposed easement will accommodate a guy wire anchor in conjunction with the upgrades.

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

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

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE with electric infrastructure

improvements along Doctor Martin Luther King Jr Boulevard.

Attachments:

1. Planning Commission staff comments from 09/03/2025 meeting
2. Letters from MTE
3. Exhibits of the proposed easement
4. Draft easement document

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 3, 2025
PROJECT PLANNER: MARC SHACKELFORD-ROWELL

7. b. Mandatory Referral [2025-713] to consider the dedication of an electric easement on City-owned property located along Doctor Martin Luther King Jr Boulevard, Middle Tennessee Electric applicant.

In this mandatory referral, the Planning Commission is being asked to consider the dedication of an electric easement for Middle Tennessee Electric (MTE) on City-owned property along Doctor Martin Luther King Jr Boulevard. The property in question is currently developed with Bradley Academy elementary school and Patterson Park Community Center. The proposed easement is associated with the proposed installation of guy anchor and wire to support a system upgrade along Doctor Martin Luther King Jr Boulevard.

An exhibit showing the location of the proposed power line and easement is included in the agenda materials as is a letter from MTE.

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

1. If approved by City Council, Middle Tennessee Electric will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally
dedicate the proposed easement. The legal instrument(s) will be subject
to final review and approval of the Legal Department.

2. Middle Tennessee Electric will also be responsible for recording the legal instrument(s),
including payment of the recording fee.

City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:	
Mandatory Referral, **INCLUDING** abandonment of right-of-way	$350.00
Mandatory Referral, **NOT INCLUDING** abandonment of right-of-way	$150.00

Property Information:

Tax Map/Group/Parcel: 075 075102D J 006.01 Address (if applicable): 511 Martin Luther King Jr. Blvd

Street Name (if abandonment of ROW):

Type of Mandatory Referral:
NOT INCLUDING abandonment of right-of-way

Applicant Information:

Name of Applicant: Elijah Stanley

Company Name (if applicable):
Middle Tennessee Electric

Street Address or PO Box:
555 New Salem Hwy

City: Murfreesboro

State: Tennessee | Zip Code: 37129

Email Address:
[redacted]

Phone Number: 629 – 543 - 9171

Required Attachments:

☐ Letter from applicant detailing the request

☐ Exhibit of requested area, drawn to scale

☐ Legal description (if applicable)

Elijah Stanley _____ 07/31/2025

Applicant Signature Date

Middle Tennessee Electric
555 New Salem Highway, Murfreesboro, TN 37129
1.877.777.9020 / www.mtemc.com

City of Murfreesboro
Murfreesboro, TN 37129

July 31st, 2025

To Whom It May Concern,

MTEMC will be updating the old conductor and equipment along Martin Luther King Jr. Blvd. Throughout this process we must update guy anchors and guy wires so that they are up to our current safety specifications. MTEMC is seeking an easement to place a new guying anchor on City of Murfreesboro property at Patterson Park Community Center. All overhead and ground clearances will meet or exceed any clearances set by the latest edition of the National Electric Safety Code.

Attached is a map of the area and scope of work to be done as well as the LAT and LONG. If you have any questions, please call me at 629-543-9171 or email me at [redacted] Thank you for your attention and cooperation.

Sincerely,

Elijah Stanley

Elijah Stanley
System Designer
Middle Tennessee Electric Membership Corporation

Middle Tennessee Electric
810 Commercial Ct, Murfreesboro, TN 37129
1.877.777.9020 / www.mte.com

August 25th, 2025

RE: City of Murfreesboro Property located at 511 Martin Luther King Jr. Boulevard

To whom it may concern,

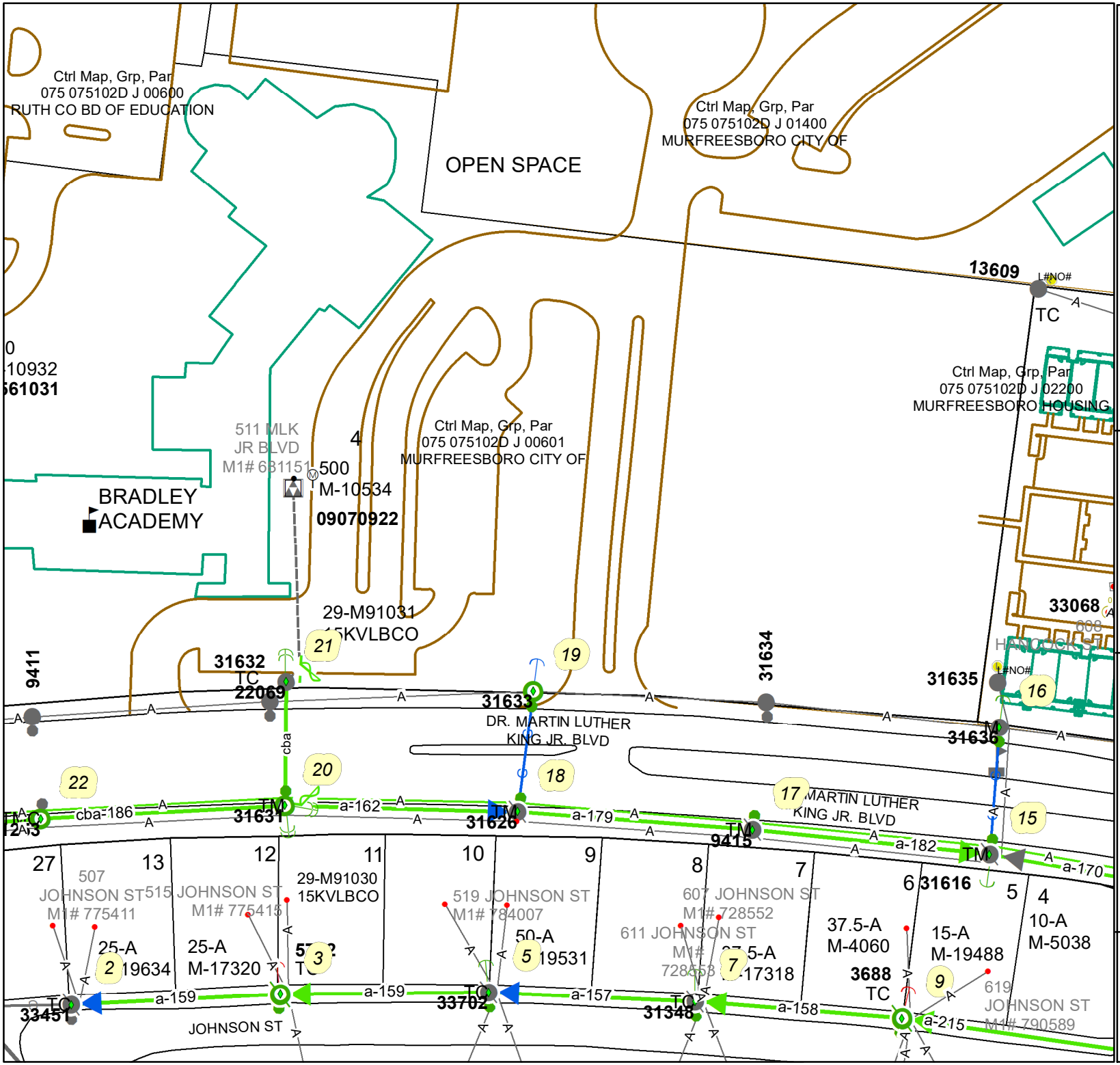
Middle Tennessee Electric is planning to install a guying anchor and wire on City property amidst a system upgrade at 511 MLK Jr. Blvd.

MTE is requesting a signed easement for these new facilities.

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

Elijah Stanley

System Designer



Legend

- Utility Lines
- Existing Utility Pole
- Proposed Utility Pole
- Manhole
- Vault
- Primary Pullbox
- Secondary Pullbox
- UG Sector
- Overhead Transformer
- Underground Transformer
- Anchor Guy
- Span Guy

Disclaimer:
Middle Tennessee Electric Membership Corporation ("MTE") makesno representation, warranty, or certification as to map accuracy, including, but not limited to, its accuracy as to underground conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. This exhibit is not intended to be an ALTA/ACSM, Category I Boundary, or any other type of land survey. The drawing is not to scale. The location of the easement centerline and/or easement dimensions as shown are approximate and may vary with actual construction. After actual construction, the as-built electric lines and/or equipment shall be deemed to be the centerline of the easement. MTE expressly disclaims liability for any errors or omissions.

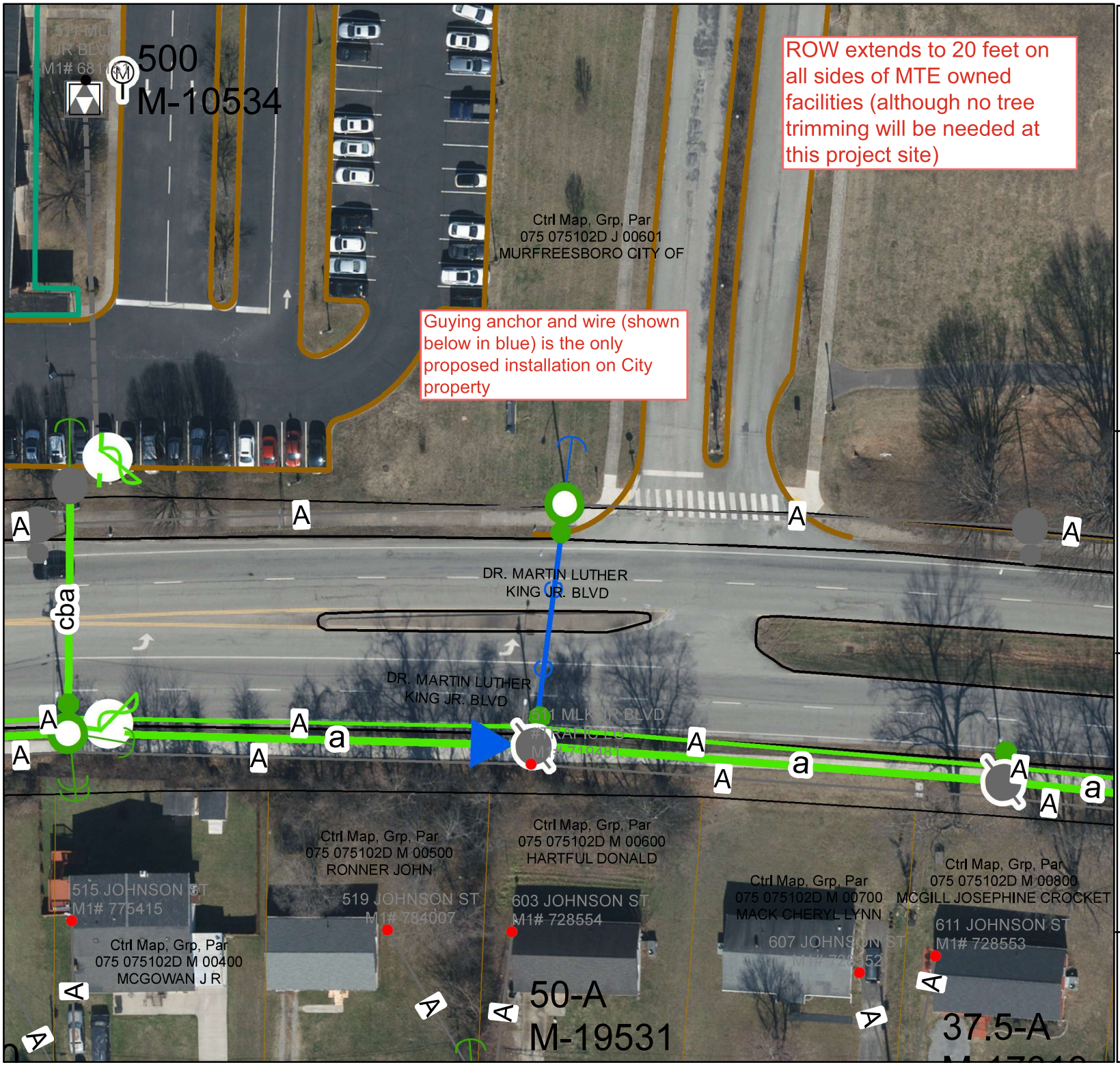
Initials:_____

Job Number: 16675972
Location: Johnson Street
Description:

Map: 5449-C
Scale:1 inch = 100 feet
Print Date: 7/31/2025

mte Middle Tennessee Electric

Exhibit "1"



Legend

- Utility Lines
- Existing Utility Pole
- Proposed Utility Pole
- Manhole
- Vault
- Primary Pullbox
- Secondary Pullbox
- UG Sector
- Overhead Transformer
- Underground Transformer
- Anchor Guy
- Span Guy

Disclaimer:
Middle Tennessee Electric Membership Corporation ("MTE") makesno representation, warranty, or certification as to map accuracy, including, but not limited to, its accuracy as to underground conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. This exhibit is not intended to be an ALTA/ACSM, Category I Boundary, or any other type of land survey. The drawing is not to scale. The location of the easement centerline and/or easement dimensions as shown are approximate and may vary with actual construction. After actual construction, the as-built electric lines and/or equipment shall be deemed to be the centerline of the easement. MTE expressly disclaims liability for any errors or omissions.

Initials:_____

Job Number: 16675972
Location: Johnson Street
Description:

Map: 5449-C
Scale:1 inch = 50 feet
Print Date: 8/25/2025

Middle Tennessee Electric

Exhibit "1"

Right-of-Way
Easement

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

Middle Tennessee Electric

Service Location # 6000334310 Meter Set SO # _____ WO# 16675972

Grantor: City of Murfreesboro And/by _____

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

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

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

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

County Rutherford State of Tennessee Tax Map: 075 Group: _____ Parcel: 006.01

Address 511 Martin Luther King Jr. Boulevard Murfreesboro TN 37130
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 659, Page 514, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

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

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

_____ Print Name/Title of Authorized Signatory

_____ Legal Signature

STATE OF _____

COUNTY OF _____

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

_____

_____ Notary Signature _____ My Commission Expires

_____ Print Name/Title of Authorized Signatory

_____ Legal Signature

STATE OF _____

COUNTY OF _____

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

_____

_____ Notary Signature _____ My Commission Expires

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Mandatory Referral for Abandonment of a Portion of a Drainage Easement Along Dorset Street

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow abandonment of a portion of a drainage easement located on property at the southeast corner of Dorset Street and Walking Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its September 3, 2025 regular meeting.

Background Information

In this mandatory referral [2025-712], Council is being asked to consider abandoning the drainage easement located at 2612 Dorset Street in the Huntington Place subdivision. The lot is developed with one single-family dwelling, and the easement in question is along its east lot line. There is no physical drainage infrastructure located within the easement in question, and the easement is not serving a drainage-related purpose, so the property owner has requested the abandonment of the portion of the easement on his property in order to eliminate the encumbrance. The City Engineer has no objection to the proposed abandonment.

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

1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument/quitclaim deed.
2) The drainage easement abandonment shall be subject to the final review and approval of the legal instrument/quitclaim deed by the City Legal Department.
3) The applicant will be responsible for recording the legal instrument/quitclaim deed and for paying any recording fees.

Council Priorities Served

Establish Strong City Brand

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

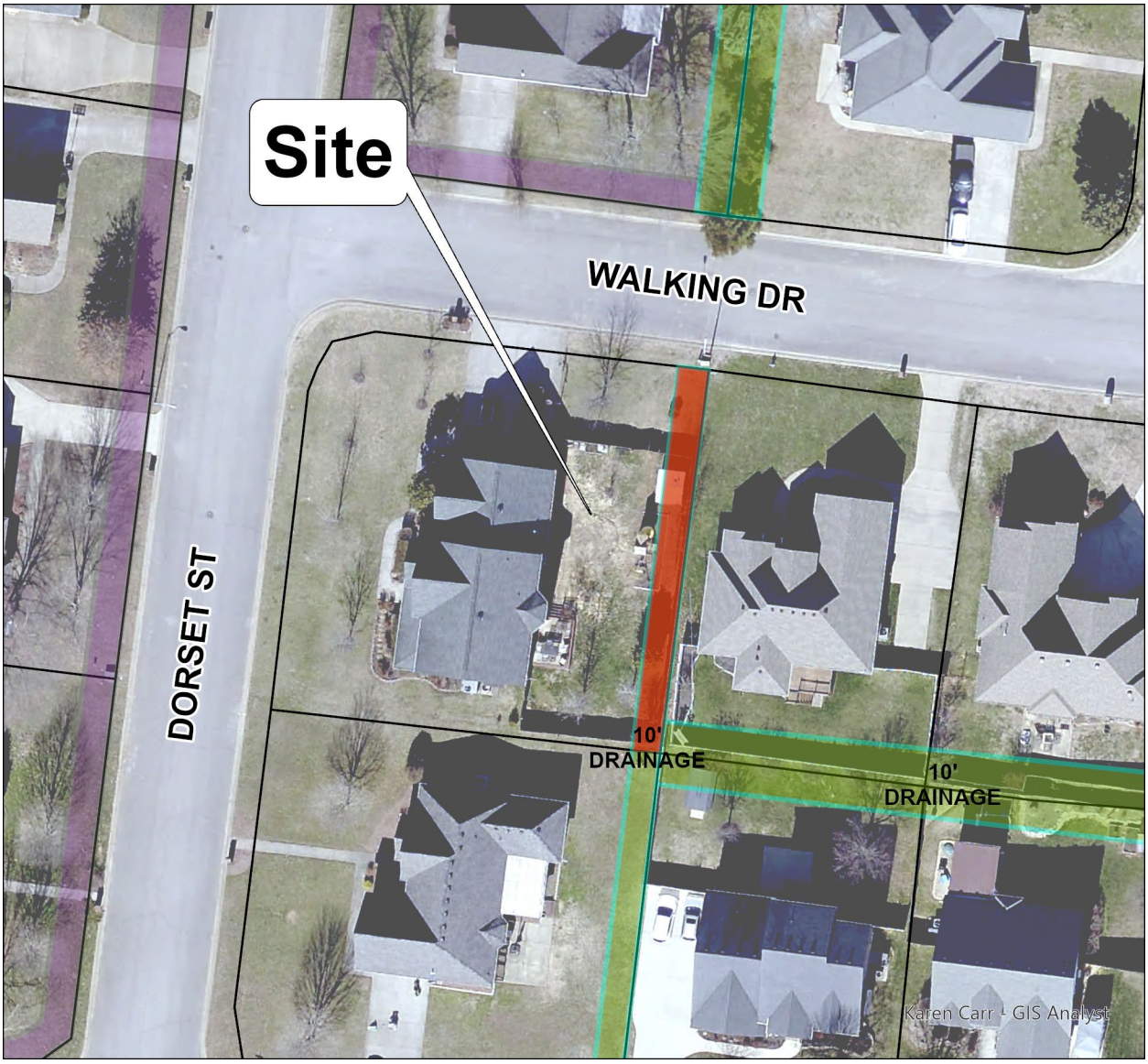
Attachments:

1. Staff comments from 09/03/2025 Planning Commission meeting
2. Exhibits from applicant

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 3, 2025
PROJECT PLANNER: BRAD BARBEE

7.a. Mandatory Referral [2025-712] to consider the abandonment of a drainage easement located at 2612 Dorset Street, Frank Pesce applicant.

This easement abandonment request is from the property owner, Mr. Frank Pesce, and is located on the property at 2612 Dorset Street in the Huntington Place Subdivision.



In this mandatory referral, the Planning Commission is being asked to consider abandoning the existing 10’ drainage easement on this 0.34-acre residential lot. This request is to abandon the existing drainage easement shown in red on the map above. The purpose of this request is to abandon an unneeded segment of drainage easement and remove the encumbrance from the property, which will allow the property owner greater use of his property.

The Murfreesboro Engineering Department has no objection to the proposed easement abandonment, since there is no infrastructure located within the easement and since the easement is not serving a drainage-related purpose. This drainage easement was recorded in plat book 21, page 143. A copy of the correspondence from the Engineering Department has been included in the agenda materials. Staff recommends that approval of this request be made subject to the following conditions:

1. The applicant must provide the City Legal Department with all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument/quitclaim deed.
2. The drainage easement abandonment should be subject to the final approval of the legal document/quitclaim deed by the City Legal Department.
3. The applicant will be responsible for recording the legal instrument/quitclaim deed and for paying any recording fees.

The Planning Commission will need to discuss this application and make a recommendation to the City Council. If approved by the City Council, then the mayor will be authorized to sign the necessary documents to convey the City’s interest back to the owner.

City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:	
Mandatory Referral, **INCLUDING** abandonment of right-of-way	$350.00
Mandatory Referral, **NOT INCLUDING** abandonment of right-of-way	$150.00

Property Information:

Tax Map/Group/Parcel: 068J/B/021.00 | Address (if applicable): 2612 Dorset Street

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Not Including abandonment of right of way

Applicant Information:

Name of Applicant: Frank Pesce

Company Name (if applicable):

Street Address or PO Box: 2612 Dorset Street

City: Murfreesboro

State: Tennessee | Zip Code:

Email Address: [redacted]

Phone Number: [redacted]

Required Attachments:

☑ Letter from applicant detailing the request

☑ Exhibit of requested area, drawn to scale

☑ Legal description (if applicable)

Frank Pesce

Applicant Signature

7/22/2025

Date

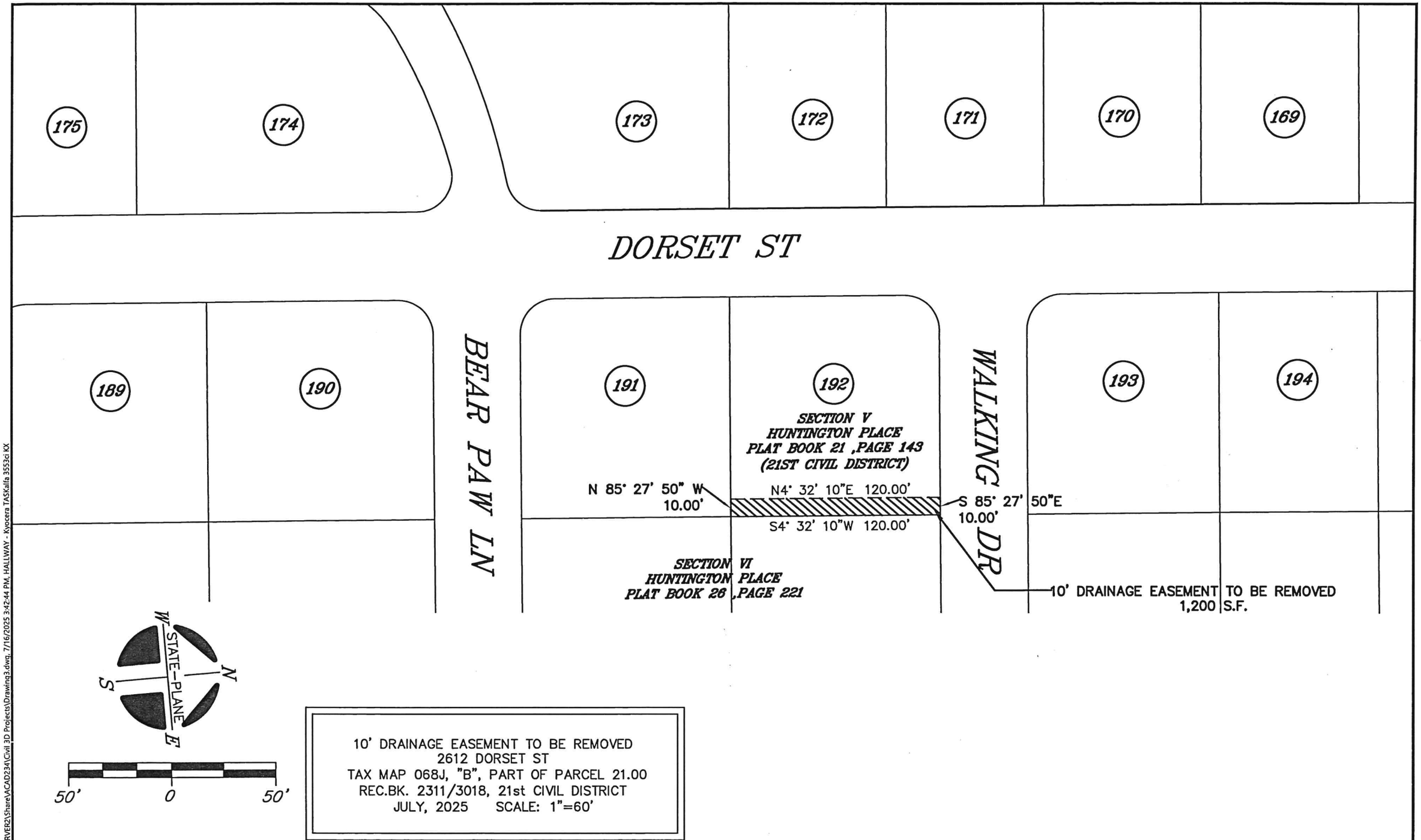
Property Description
Section V, Huntington Place, Lot 192
Tax Map 068J, "B", Part of Parcel 021.00
Record Book 2311, Page 3018

Located in the 21st Civil District of Rutherford County, Tennessee. Bound on the north by Walking Drive; on the east by Section VI, Huntington Place, (Plat Book 26, Pages 221); on the south by Section V, Huntington Place, Lot 191 (Plat Book 21, Page 143); and on the west by remaining property of Section V, Huntington Place, Lot 192 (Record Book 2311, Page 3018).

Beginning at a point in the west line of Section VI, Huntington Place and the south right-of-way of Walking Drive that is the northeast corner of Lot 192, Section V, Huntington Place; thence leaving said right-of-way along the west line of Section VI, Huntington Place, S04°32'10"W, 120.00 feet to a point; thence along a north line of Section V, Huntington Place, Lot 191 N85°27'50"W, 10.00 feet to a point; thence along the east line of remaining property of Section V, Huntington Place, Lot 192 N04°32'10"E, 120.00 feet to a point; thence along the south right-of-way of Walking Drive S85°27'50"E, 10.00 feet to the **Point of Beginning**, containing 1,200 S.F., more or less.

This tract is subject to all other easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared By:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129



10' DRAINAGE EASEMENT TO BE REMOVED
2612 DORSET ST
TAX MAP 068J, "B", PART OF PARCEL 21.00
REC.BK. 2311/3018, 21st CIVIL DISTRICT
JULY, 2025 SCALE: 1"=60'

\\SERVER2\Share\ACAD234\Civil 3D Projects\Drawing3.dwg, 7/16/2025 3:42:44 PM, HALLWAY - Kyocera TASKalfa 3553ci KX

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Hangar Design Work Authorization Amendment 1

Department: Project Development

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approving Amendment 1 to the Work Authorization for engineering design professional services for a hangar project.

Staff Recommendation

Approve the Work Authorization amendment.

Background Information

The City of Murfreesboro previously authorized Barge Design Solutions to design a new corporate hangar facility at the Murfreesboro Municipal Airport. The project includes a 100-foot by 150-foot hangar bay with a 24-foot-high clear door, 3,000 square feet of office space, aircraft ramp area, and automobile parking. Located on the north end of the airport, the hangar is intended to attract corporate-level aviation services and is scheduled for occupancy by August 1, 2026, in coordination with ongoing site improvements.

This amendment adds services for surveying to establish property boundaries and a topographic survey of the project area. These services will provide accurate site and elevation data to support design and coordinate construction with the airport's infrastructure improvements.

Council Priorities Served

Improve economic development

The construction of hangars and other facilities at the Murfreesboro Municipal Airport addresses the tremendous need for hangar space and contributes to the Airport's creation of jobs and revenue opportunities along while providing new aeronautical 2 services for the community.

Fiscal Impact

The expense, $13,163, will increase the contract to $312,046 and is funded by the Airport Fund.

Attachments

Amendment Number 1 to the Work Authorization.

Docusign Envelope ID: 57970F8B-D198-42BB-8705-FE07EBA6A24A

BARGE DESIGN SOLUTIONS, INC. ENGINEERS • ARCHITECTS • PLANNERS

Work Authorization 2025-02 (Revision 1)
September 5, 2025

This amendment to Work Authorization No. 2025-02, dated July 10, 2025, between the City of Murfreesboro **(Client)** and Barge Design Solutions, Inc. **(Barge)** is for a revision in services described as follows:

Project: Additional Boundary and Topographic Surveying

Project Scope: Barge will coordinate with a local surveying company to perform a partial boundary survey in the vicinity of the proposed project to establish the property boundary adjacent to the North Hangar site. The surveyor will also provide a topographic survey of the proposed site.

II. COMPENSATION: The adjusted compensation to be paid to **Barge** shall be as shown below in accordance with the original contract:

Phase	Description	Current Contract Amount	Revision 1 Adjustment	Revision 1 Contract Amount
2050	Project Development Services	11,217.00	0.00	11,217.00
3900	Site Surveying Services	0.00	13,163.00	13,163.00
6055	Civil Design and Project Management	79,135.00	0.00	79,135.00
7000	Bidding Services	8,254.00	0.00	8,254.00
7200	Geotechnical Survey	24,100.00	0.00	24,100.00
9000	Architectural Design	98,250.00	0.00	98,250.00
9100	Structural Engineering	26,912.00	0.00	26,912.00
9200	Mechanical/Plumbing Eng	23,332.00	0.00	23,332.00
9300	Electrical Engineering	27,683.00	0.00	27,683.00
	Contract Amount	$ 298,883.00	$ 13,163.00	$ 312,046.00

III. TERMS AND CONDITIONS: Services performed under this addendum are subject to the same terms and conditions described in the Owner-Engineer Agreement dated January 1, 2021.

Docusign Envelope ID: 57970F8B-D198-42BB-8705-FE07EBA6A24A

City of Murfreesboro	**Barge Design Solutions, Inc.**
By: _____	By: _____
Title: Mayor	Title: _____
Date: _____	Date: _____

City Attorney

Name: Adam F. Tucker

Signed by: Adam F Tucker 43A2035E51F9401...

Date: 9/12/2025

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Patterson Park Outdoor Improvements Contingency Allowance Allocation

Department: Project Development

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Change Order No.2 for the Patterson Park outdoor improvements contract contingency allowance.

Staff Recommendation

Approve Change Order No. 2 for use of the contingency allowance and time extension.

Background Information

The attached Change Control Log identifies each change request submitted through Change Control Forms and tracks corresponding allowance allocations issued via Field Work Change Directives. Change Order No. 2 includes parking modifications to existing area to ensure ADA compliance, associated irrigation repairs, and a 5-day contract extension. Change Order No. 2 does not alter the contract price. The final contract value and total number of working days will be adjusted in the Final Balancing Change Order upon project completion.

Council Priorities Served

Establish strong City brand

The addition of a playground and splashpad will be an amenity for the City residents that will be well used.

Fiscal Impact

The amount of the increased expense, $33,415, can be accommodated in the contingency allowance with no change in the total contract amount of $ 2,774,777.

Attachments

Change Control Log and Forms.

Docusign Envelope ID: 9F081000-8C13-4993-A653-959965954C46

SECTION 00 94 63
CHANGE ORDER NO.: 02

Owner:	City of Murfreesboro	Owner's Project No.:	
Engineer:	Kimley-Horn	Engineer's Project No.:	118073017
Contractor:		Contractor's Project No.:	
Project:	Patterson Park Playground and Splashpad		
Contract Name:	Fuel Tank Maintenance		
Date Issued:8/19/2025		Effective Date of Change Order:8/25/2025	

The Contract is modified as follows upon execution of this Change Order:

Description: ADA modifications and irrigation repairs.

Attachments: Potential Change Order 05

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 2,774,777.50 / Contingency: $ 132,132.00	Original Contract Times: Substantial Completion: 150 days Ready for final payment: 150 days
[Increase] from previously approved Change Orders No. 1 to No. 1: $ 0.00	**[Increase]** from previously approved Change Orders No.1 to No. **1]**: Substantial Completion: 13 days Ready for final payment: 13 days
Contract Price prior to this Change Order: $ 2,774,777.50 / Contingency: $ 112,808.58	Contract Times prior to this Change Order: Substantial Completion: 163 days Ready for final payment: 163 dys
[Increase] this Change Order: 0.00 $ Charge to contingency: 33,414.72	**[Increase]** this Change Order: Substantial Completion: 5 days Ready for final payment: 5 days
Contract Price incorporating this Change Order: $ 2,774,777.50/ Contingency: $ 79,393.86	Contract Times with all approved Change Orders: Substantial Completion: 168 days Ready for final payment: 168 days

Recommended by Engineer (if required)	Accepted by Contractor
By: Shawn Schaub (Signed by: Shawn Schaub 5D64B8A2BD8A410...)	(Signed by: Amanda Brantley A925E51142AD477...)
Title: Civil EIT	CFO
Date: 08/25/2025	9/12/2025
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title: Mayor	
Date:	

Approved as to form:
DocuSigned by: Kelley Blevins Baker 95766DA477474A3...
Kelley Blevins Baker, Deputy City Attorney

Docusign Envelope ID: 9F081000-8C13-4993-A653-959965954C46

END OF SECTION 00 94 63

Docusign Envelope ID: 9F081000-8C13-4993-A653-959965954C46

FORM FOR PRICE SUMMARY

Project Number:	Project Name:
226-221	Patterson Park Additional Parking, Playground, and Splashpad

Name of General contractor: FTM Contracting

Proposal Number: RFP 5 | Date Itemized: 8/19/2025 | Page 1 of 3 pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
ADA parking modifications + Irrigation repair	Palmertree + Cedar Ridge + Forrest Landscape	$ 31,823.54
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -

Subtotal:			$ 31,823.54
General Contractor mark-up on Subtotal:	5	% =	$ 1,591.18
Subtotal for General Contractor for work by subcontractors:			$ 33,414.72

Work by General Contractor	
FTM Contracting - See tab "Price of Work - GC"	$ -
REQUEST 5 DAYS OF ADDITIONAL TIME	

Subtotal (including Subcontractors and the General Contractor):			$ 33,414.72
Bond Premium:	0 %	=	$ -
Total:			33,414.72

cells with red underline (if viewed in color) are for you to fill in. Others are protected.

Rounding off is permitted if rounding up for decreases and rounding down for increases.
Math functions in XLS show rounded to nearest penny, but carry exact value for calculations.
Let embedded math do its work.

This XLS spreadsheet is available on Owner's Website, Designers' Manual, Bidding Documents, listed by its Section number and title.

Docusign Envelope ID: 9F081000-8C13-4993-A653-959965954C46

FORM FOR PRICE OF WORK

Project Number:	Project Name:
226-221	Tennsco Tennis Courts Patterson Park Additional Parking, Playground, and Splashpad
Name of General contractor: FTM Contracting	Work performed by FTM Contracting
RFP 5	Date Itemized: 8/19/2025 Page 2 of 3 Pages

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Site superintendent				$ -				$ -	0	HR	$ 50.00	$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
	Materials		Subtotal	$ -	Equipment				Labor		Subtotal	$ -
	9.75	%	Sales Tax =	$ -					0	%	Burden =	$ -
			Cost:	$ -			Cost:	$ -			Cost:	$ -

Cells with red underline (if viewed in color) are for you to fill in. Other cells are protected. Rounding of fis permitted if rounding up for decreases and rounding down for increases. Math functions in XLS show rounded to nearest penny, but carry exact value for calculations.
Let embedded math in "extension" colunmns do its work.

This XLS spreadsheet is available on Owner's website, Designers' Manual, Bidding Documents, listed by its Section number and title.

Subtotal of Costs of Materials + Equipment + Labor = $	-
15% Overhead + Profit on allowed on costs = $	-
Subtotal of Costs + Overhead = $	-
Total for this change = $	**-**

Docusign Envelope ID: 9F081000-8C13-4993-A653-959965954C46

FORM FOR PRICE OF WORK

Project Number:	Project Name:
226-221	Patterson Park Additional Parking, Playground, and Splashpad

Name of General contractor:	FTM Contracting	Work by Subcontractors

Proposal Number:	RFP 5	Date Itemized:	8/19/2025	Page	3 of	3 Pages

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Palmertree (Site work + concrete)				$ -				$ -				$ -
Concrete sidewalk with WWM + Curb - Form, Pour, Finish	25	CY	$ 175.00	$ 4,375.00				$ -	80	HR	$ 35.00	$ 2,800.00
Cure and Seal				$ -				$ -	8	HR	$ 35.00	$ 280.00
4" stone under slab	2	Ton	$ 35.00	$ 70.00				$ -	16	HR	$ 35.00	$ 560.00
Control joints as needed				$ -				$ -	2	HR	$ 35.00	$ 70.00
Hammer hoe				$ -	8	HR	$ 150.00	$ 1,200.00				$ -
Dump truck				$ -	8	HR	$ 125.00	$ 1,000.00				$ -
Backhoe with thumb				$ -	16	HR	$ 150.00	$ 2,400.00				$ -
				$ -				$ -				$ -
Cedar Ridge Asphalt				$ -				$ -				$ -
Signs	8	EA	$ 800.00	$ 6,400.00				$ -				$ -
Bumper blocks	8	EA	$ 100.00	$ 800.00				$ -				$ -
Additional striping (handicap symbols and hashing)	1	LS	$ 500.00	$ 500.00				$ -				$ -
Additional crosswalk at entrance	1	LS	$ 500.00	$ 500.00				$ -				$ -
Additional asphalt mix at entrance	10	Tons	$ 100.00	$ 1,000.00				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
Forrest Landscape (Irrigation Repair)				$ -				$ -				$ -
2" Mainline	150	LF	$ 6.00	$ 900.00				$ -				$ -
1.5" Zoneline	150	LF	$ 5.75	$ 862.50				$ -				$ -
14g Wire	1500	LF	$ 0.49	$ 735.00				$ -				$ -
6' sprays with nozzle	15	EA	$ 80.00	$ 1,200.00				$ -				$ -
3" sidewalk sleeve	12	LF	$ 25.00	$ 300.00				$ -				$ -

Materials			Equipment		Labor		
Subtotal	$ 17,642.50				Subtotal	$ 3,710.00	
9.75%	% Sales Tax =	$ 1,720.14			0	% Burden =	$ -
Cost:	$ 19,362.64		Cost:	$ 4,600.00	Cost:	$ 3,710.00	

Subtotal of Costs of Materials + Equipment + Labor = $	27,672.64
15% Overhead on allowed on costs = $	4,150.90
Subtotal of Costs + Overhead = $	31,823.54
Total for this change = $	**31,823.54**

Docusign Envelope ID: 9F081000-8C13-4993-A653-959965954C46

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: Patterson Park Outdoor Improvements
Contract No. ITB-12-2025
Arch/Eng: Kimley-Horn
Contractor: FTM Contracting

Original Contract Amount:	$ 2,774,777.50
Adjusted Contract Amount:	$ 2,774,777.50
Contingency Allowance Amount:	$ 132,132.00
Remaining Contingency Allowance Amount:	$ 79,393.86

CO No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	RFP 1, RFP 2, RFP 3, S&W Reimbersment Credit	WCD	CONTRACTOR	APPROVED	Council	6/4/2025	6/11/2025	7/17/2025	13	$ (19,323.42)	$ -	$ 112,808.58
2	RFP 5	WCD	OWNER	PENDING	Council	8/19/2025	8/25/2025		5	$ (33,414.72)	$ -	$ 79,393.86
3											$ -	
4											$ -	
5											$ -	
6											$ -	
7											$ -	
8											$ -	
9											$ -	
10											$ -	
11											$ -	
12											$ -	
13											$ -	
14											$ -	
Totals									**18**	**$ (52,738.14)**	**$ -**	**$ 79,393.86**

A Contract Times
Extension Requires
City Council Approval

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

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Professional Services Contract Amendment

Department: Information Technology

Presented by: Matt Jarratt, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider an extension of IT Professional Services Contract.

Staff Recommendation

Approve the contract amendment with Castaway Technical Services.

Background Information

The City entered into a contract with Castaway Technical Services on September 22, 2022, for IT Professional Consulting Services. The initial contract was "not to exceed" $50,000, and the contract has been extended annually. Given the ongoing needs and Castaway's satisfactory performance, the City proposes extending the contract term until September 2026 and increase the "not to exceed" amount by an additional $50,000, bringing the 5-year total to $250,000. The proposed Fourth Amendment serves to formalize these changes while maintaining all other terms and conditions of the original contract.

Council Priorities Served

Responsible Budgeting

This amendment sets clear financial boundaries and extends a proven contract, facilitating better long-term planning and resource allocation.

Fiscal Impact

The expense, or $50,000, is funded by the IT Department's operating budget.

Attachments

Castaway Technical Services Contract Amendment

Docusign Envelope ID: D945436A-FEF6-4858-80C0-8B4AB4D89239

FOURTH AMENDMENT
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
CASTAWAY TECHNICAL SERVICES
FOR IT PROFESSIONAL SERVICES

This Fourth Amendment ("Fourth Amendment") to the Contract, entered into September 22, 2022 ("Contract"), is effective as of_____, by and between the **City of Murfreesboro** ("City"), a municipal corporation of the State of Tennessee and **Castaway Technical Services,** a limited liability corporation of the State of Tennessee ("Contractor").

RECITALS

WHEREAS, on September 22, 2022, the City entered into the Contract with Contractor to provide IT Professional Consulting Services based on RFCSP-10-2023; and,

WHEREAS, effective September 22, 2023, the Contractor and the City entered into the First Amendment to the Contract mutually agreeing to extend the term and modify the not to exceed amount; and,

WHEREAS, effective August 23, 2024, the Contractor and the City entered into the Second Amendment to the Contract mutually agreeing to extend the term and modify the not to exceed amount; and,

WHEREAS, effective September 12, 2024, the Contractor and the City entered into the Third Amendment to the Contract mutually agreeing to modify the not to exceed amount and add additional scope of work; and,

WHEREAS, pursuant to Section 2 of the Contract, the term Contract may be extended by mutual agreement of the parties; and

WHEREAS, pursuant to Section 9 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the not to exceed amount of $50,000 to the terms stated herein.

NOW THEREFORE, the City and Contractor mutually agree to modify the current Contract as follows:

1. Section 2, Term, is modified so that the contract term expires four (4) years from effective date, reflecting an expiration date of September 22, 2026.
2. Section 3, Payment and Delivery is modified to provide for a total not to exceed amount of $250,000 for the contract term.
3. Except as provided herein, all other terms and conditions of the Contract and First, Second, and Third Amendments remain in full force and effect.

[signatures to appear on following page]

Docusign Envelope ID: D945436A-FEF6-4858-80C0-8B4AB4D89239

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Approved as to form:

DocuSigned by:
Kelley Blevins Baker
95766DA477474A3...
Kelley Blevins Baker, Deputy City Attorney
Acting City Attorney

CASTAWAY TECHNICAL SERVICES

Signed by:
Matt Byrnes
778DE2F5FDFA482...
By: _____
Matt Byrnes, Owner

COUNCIL COMMUNICATION

Meeting Date: 9/18/2025

Item Title:	Asphalt and Concrete Purchase Report
Department:	Street
Presented by:	Tracy Brown – Assistant Director, Street

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Asphalt and concrete purchases report.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

Proper procurement ensures the best cost savings for the Department and our customers.

Fiscal Impacts

Asphalt purchases, $130,000, and concrete purchases, $35,000, are funded by the Department's FY26 Budget.

Attachments

Asphalt and Concrete Purchases Report

FY26 STREET DEPARTMENT ASPHALT PURCHASES

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2025	Vulcan	411E PG 64-22	$ 87.27	4.01	$ 349.95	$ 349.95
7/3/2025	Vulcan	411E PG 64-22	$ 87.27	12.02	$ 1,048.99	$ 1,398.94
7/8/2025	Vulcan	411E PG 64-22	$ 87.27	4.45	$ 388.35	$ 1,787.29
7/16/2025	Vulcan	411E PG 64-22	$ 87.27	3.24	$ 282.75	$ 2,070.04
7/17/2025	Vulcan	411E PG 64-22	$ 87.27	3.39	$ 295.85	$ 2,365.89
7/21/2025	Vulcan	411E PG 64-22	$ 87.27	3.23	$ 281.88	$ 2,647.77
7/22/2025	Vulcan	411E PG 64-22	$ 87.27	3.25	$ 283.63	$ 2,931.40
7/25/2025	Vulcan	411E PG 64-22	$ 87.27	3.11	$ 271.41	$ 3,202.81
7/28/2025	Vulcan	411E PG 64-22	$ 87.27	3.22	$ 281.01	$ 3,483.82
7/29/2025	Vulcan	411E PG 64-22	$ 87.27	3.20	$ 279.26	$ 3,763.08
7/30/2025	Vulcan	307BM PG 64-22	$ 76.58	6.61	$ 506.19	$ 4,269.28
7/30/2025	Vulcan	411E PG 64-22	$ 87.27	6.36	$ 555.04	$ 4,824.31
8/6/2025	Vulcan	411E PG 64-22	$ 87.27	3.04	$ 265.30	$ 5,089.61
8/6/2025	Vulcan	411E PG 64-22	$ 87.27	2.11	$ 184.14	$ 5,273.75
8/7/2025	Vulcan	411E PG 64-22	$ 87.27	3.13	$ 273.16	$ 5,546.91
8/14/2025	Vulcan	411E PG 64-22	$ 87.27	4.21	$ 367.41	$ 5,914.32
8/20/2025	Vulcan	411E PG 64-22	$ 87.27	3.10	$ 270.54	$ 6,184.85
8/22/2025	Vulcan	411E PG 64-22	$ 87.27	5.14	$ 448.57	$ 6,633.42
8/25/2025	Vulcan	411E PG 64-22	$ 87.27	3.05	$ 266.17	$ 6,899.59
8/26/2025	Vulcan	411E PG 64-22	$ 87.27	3.36	$ 293.23	$ 7,192.82
8/27/2025	Vulcan	411E PG 64-22	$ 87.27	3.11	$ 271.41	$ 7,464.23
8/27/2025	Vulcan	411E PG 64-22	$ 87.27	13.59	$ 1,186.00	$ 8,650.23
8/29/2025	Vulcan	411E PG 64-22	$ 87.27	3.17	$ 276.65	$ 8,926.88
8/29/2025	Vulcan	411E PG 64-22	$ 87.27	8.44	$ 736.56	$ 9,663.43
9/2/2025	Vulcan	411E PG 64-22	$ 87.27	3.12	$ 272.28	$ 9,935.72
						$ 9,935.72

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
8/12/2025	Wiregrass Construction	Commercial 411-E	$ 93.54	4.89	$ 457.41	$ 457.41
8/12/2025	Wiregrass Construction	Commercial 411-E	$ 93.54	7.30	$ 682.84	$ 1,140.25
9/2/2025	Wiregrass Construction	Commercial 411-E	$ 93.84	5.11	$ 479.52	$ 1,619.78
						$ 1,619.78

FY 26 STREET DEPARTMENT CONCRETE PURCHASES

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/1/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.00		$ 143.00	$ 143.00
7/2/2025	Nashville Ready Mix	Blocks	$ 60.00	5.00		$ 300.00	$ 443.00
7/2/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.00		$ 143.00	$ 586.00
7/7/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.50		$ 214.50	$ 800.50
7/8/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.50		$ 357.50	$ 1,158.00
7/9/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	3.00		$ 429.00	$ 1,587.00
7/10/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	3.00		$ 429.00	$ 2,016.00
7/11/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.50		$ 214.50	$ 2,230.50
		Retarder 2%	$ 8.00	1.50		$ 12.00	$ 2,242.50
7/16/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.00		$ 286.00	$ 2,528.50
		Retarder 2%	$ 8.00	2.00		$ 16.00	$ 2,544.50
7/18/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.50		$ 357.50	$ 2,902.00
		Retarder 2%	$ 8.00	2.50		$ 20.00	$ 2,922.00
7/21/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.50		$ 214.50	$ 3,136.50
		Retarder 2%	$ 8.00	1.50		$ 12.00	$ 3,148.50
7/23/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.50		$ 357.50	$ 3,506.00
		Retarder 2%	$ 8.00	2.50		$ 20.00	$ 3,526.00
7/24/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	3.00		$ 429.00	$ 3,955.00
7/25/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.50		$ 214.50	$ 4,169.50
		Retarder 1%	$ 4.00	1.50		$ 6.00	$ 4,175.50
7/28/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.00		$ 286.00	$ 4,461.50
		Retarder 2%	$ 8.00	2.00		$ 16.00	$ 4,477.50
7/30/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	3.00		$ 429.00	$ 4,906.50
7/31/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	3.00		$ 429.00	$ 5,335.50
		Retarder 2%	$ 8.00	3.00		$ 24.00	$ 5,359.50
8/1/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.50		$ 214.50	$ 5,574.00
8/4/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.50		$ 357.50	$ 5,931.50
		Retarder 1%	$ 4.00	2.50		$ 10.00	$ 5,941.50
8/5/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.50		$ 357.50	$ 6,299.00
8/7/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	1.50		$ 225.00	$ 6,524.00
		Retarder 1%	$ 4.00	1.50		$ 6.00	$ 6,530.00
8/11/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	3.00		$ 450.00	$ 6,980.00
8/14/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	1.50		$ 225.00	$ 7,205.00
		Retarder 2%	$ 8.00	1.50		$ 12.00	$ 7,217.00
8/15/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	2.00		$ 286.00	$ 7,503.00
		Retarder 2%	$ 8.00	2.00		$ 16.00	$ 7,519.00
8/18/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	7.00		$ 1,001.00	$ 8,520.00
		Fuel	$ 50.00	1.00		$ 50.00	$ 8,570.00
8/18/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.00		$ 286.00	$ 8,856.00
		Retarder 2%	$ 8.00	2.00		$ 16.00	$ 8,872.00
8/19/2025	Nashville Ready Mix	3500 CF5	$ 143.00	4.00		$ 572.00	$ 9,444.00
		min load charge	$ 75.00	1.00		$ 75.00	$ 9,519.00
		fuel	$ 50.00	1.00		$ 50.00	$ 9,569.00
		retarder 1%	$ 4.00	4.00		$ 16.00	$ 9,585.00
8/19/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	3.00		$ 429.00	$ 10,014.00
		Retarder 1%	$ 4.00	3.00		$ 12.00	$ 10,026.00
8/20/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	1.50		$ 225.00	$ 10,251.00
		retarder 1%	$ 4.00	1.50		$ 6.00	$ 10,257.00
8/21/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	3.00		$ 429.00	$ 10,686.00
8/22/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	3.00		$ 429.00	$ 11,115.00
		retarder 2%	$ 8.00	3.00		$ 24.00	$ 11,139.00
8/25/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.50		$ 357.50	$ 11,496.50
		retarder 1%	$ 4.00	2.50		$ 10.00	$ 11,506.50
8/26/2025	Nashville Ready Mix	3000 SGL5	$ 140.00	10.00		$ 1,400.00	$ 12,906.50
		fuel	$ 50.00	1.00		$ 50.00	$ 12,956.50
8/26/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.00		$ 286.00	$ 13,242.50
		Retarder 2%	$ 8.00	2.00		$ 16.00	$ 13,258.50
							$ 13,258.50

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Contract with TDOT for Preventive Maintenance Expenses

Department: Transportation (Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider transit system FY26 preventive maintenance funds grant.

Staff Recommendation

Approve Contract with TDOT for FY26 preventive maintenance funds grant.

Background Information

Each year the Federal Transit Administration awards funds to direct recipients. The City has $300,000 obligated in federal funds toward preventive maintenance of the Transit bus fleet. This contract is for the State match amount of $37,500.

As the City's transit system is improved it is critical to utilize FTA and TDOT funding options. These grants and allocations continue to provide 90% of the system's preventive maintenance costs. Without these funds, continued operation of the transit system would require significant funding from the City's General Fund to supplement rider fares.

Council Priorities Served

Responsible budgeting

Use of federal and state funds benefits the City by reducing the amount of City revenues that must be appropriated for transit-related expenses.

Fiscal Impacts

This grant, or $37,500, is appropriately budgeted in the FY26 Budget.

Attachments:

Award Notification Contract Z-26-5307-04 (Project #755307-S3-038)

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

TDOT PROJECT NO.: 755307-S3-038
FTA PROJECT NO.: TN2025-025-01
DGA NO.: DG26-86772

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
7/1/2025	12/31/2026	40100-51419	86772

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Subrecipient or Recipient

☐ Subrecipient

☒ Recipient

Assistance Listing Number

Grantee's fiscal year end June 30

Service Caption (one line only)

FFY 2025 – 5307 Urbanized Area Program – Capital Assistance

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$37,500.00				$37,500.00
TOTAL:	**$37,500.00**				**$37,500.00**

Grantee Selection Process Summary

☐ Competitive Selection	Describe the competitive selection process used.
☒ Non-competitive Selection	Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Division of Passenger Transportation, Freight, & Rail for matching funds.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Z-26-5307-04

Speed Chart (optional)

Account Code (optional) 71302000

Address # 12

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

TDOT PROJECT NO.: 755307-S3-038
FTA PROJECT NO.: TN2025-025-01
DGA NO.: DG26-86772

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA), incorporated by reference.

A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9050.1A "Urbanized Areas Formula Grant Programs Guidance," to receive State funds to urbanized areas for transit capital assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9050.1A "Urbanized Areas Formula Grant Programs Guidance."

A.4. "Capital Projects" means those projects as defined in FTA Circular C 9050.1A "Urbanized Areas Formula Grant Programs Guidance," Chapter IV.

A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and

c. FTA Circular C 9050.1A "Urbanized Areas Formula Grant Programs Guidance", or the most recently FTA approved updated circular.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on December 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Seven Thousand, Five Hundred Dollars and No Cents ($37,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
505 Deaderick Street – James K. Polk Building, Suite1200
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(4) **Invoice Reimbursement Calculation** – Invoice reimbursement amounts are based on total contract life-to-date expenses by budget detail activity line. Activity federal and state share percentages are applied to detail activity line expenses to determine reimbursement amounts.

Federal Reimbursement Calculation – The federal share percentage, if any, is used to determine the amount of the federal share reimbursement.

- The federal share percentage is applied to the total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the federal life-to-date reimbursement amount.
- The federal current period reimbursement amount is determined by subtracting the federal previous period life-to-date reimbursement amount from the federal current period life-to-date reimbursement amount.

State Reimbursement Calculation – The state share percentage is used to determine the amount of the state share reimbursement.

- The remaining state share percentage is calculated as the ratio of the state percentage to the combined total of the state and local share percentages (the remaining share percentage). In programs or activities without a federal share, the remaining share percentage is 100%.
- The remaining state share percentage is applied to the remaining total contract life-to-date expense amount, and the result rounded down to the next whole dollar to determine the state life-to-date reimbursement amount. The remaining total contract life-to-date expense amount is the amount left after subtracting the federal life-to-date reimbursement amount from the total contract life-to-date expense amount.
- The state current period reimbursement amount is determined by subtracting the state previous period life-to-date reimbursement amount from the state current period life-to-date reimbursement amount.

Budget Reconciliation – If total program expenses reach the contract's budgeted line-item amount, any shortfall in the calculated federal or state reimbursement amounts is adjusted to match the budgeted federal or state share amount.

Department Override – In rare instances share amount calculations of the state and federal share amounts create rounding issues not anticipated by template formulas. In those circumstances an override in the calculation can be processed with the grantor approval. These adjustments can be additional small amounts up or down and can involve timing differences.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column “Grant Contract,” shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee’s failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Phone: (615) 253-4942
Fax: (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Phone: (615) 893-6441
Fax: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Reserved.**

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium, or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as “Confidential Information.” The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether is has been disclosed or made available to the Grantee dur to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under

state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq*., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to

enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. Capital Asset. The Grantee shall:

(a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.

(b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.

(c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.

(d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.

(e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.

(f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:

    a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of $300,000.00 per person.
    b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of $700,000.00 per accident.
    c) Injury to or destruction of property of others in any one accident at a minimum of $100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

    a) Personal Injury Liability – minimum of $300,000.00 per person and $1,000,000.00 per incident.
    b) Property Damage Liability – minimum of $300,000.00 per incident.
    c) Comprehensive – maximum deductible of $500.00.
    d) Collision – maximum deductible of $500.00.
    e) Uninsured Motorist – minimum of $50,000.00 per person and $100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of $10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

(g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(8): For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than $5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of $5,000 plus the percentage of the amount over $5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.12. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee's Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d. Annually complete and submit a Title VI self-survey as supplied by State.

e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at Title VI Program (tn.gov).

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE McFARLAND, MAYOR **DATE**

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

TDOT PROJECT NO.: 755307-S3-038
FTA PROJECT NO.: TN2025-025-01
DGA NO.: DG26-86772

Signed by:
Adam F Tucker
43A2035E51E9402...

9/10/2025

ADAM TUCKER, CITY ATTORNEY **DATE**
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

LESLIE SOUTH, GENERAL COUNSEL **DATE**
APPROVED AS TO FORM AND LEGALITY

Docusign Envelope ID: EEE49FCC-FAC5-48BA-A3B8-9F52C27D4D66

TDOT PROJECT NO.: 755307-S3-038
FTA PROJECT NO.: TN2025-025-01
DGA NO.: DG26-86772

ATTACHMENT ONE

Grantee	City of Murfreesboro					
Contract Type	DGA					
Sum of Amount	**Column Labels**					
	Contract		**Contract Total**	**Grantee**		**Grantee Total**	**Grand Total**
	Cash			**Cash**			
Row Labels	**State**			**Federal**	**Local**		
PROJECT:	**$37,500.00**		**$37,500.00**	**$300,000.00**	**$37,500.00**	**$337,500.00**	**$375,000.00**
GRANT: TN2025025	**$37,500.00**		**$37,500.00**	**$300,000.00**	**$37,500.00**	**$337,500.00**	**$375,000.00**
00 Capital (110-00) CAPITAL ASSISTANCE (S0)	$37,500.00		$37,500.00	$300,000.00	$37,500.00	$337,500.00	$375,000.00
11.00.S0 CAPITAL ASSISTANCE, NON-ADA - TDOT	$37,500.00		$37,500.00	$300,000.00	$37,500.00	$337,500.00	$375,000.00
Grand Total	**$37,500.00**		**$37,500.00**	**$300,000.00**	**$37,500.00**	**$337,500.00**	**$375,000.00**

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Report of asphalt purchases.

Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the City Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. § 6-56-304(7).

Council Priorities Served

Responsible budgeting

Perishable fuel-based commodity procurement fluctuates constantly; however, soliciting multiple vendors consistently provides the best pricing for the Department.

Fiscal Impacts

The overall costs, $150,000 to $175,000 per year, are funded by the FY25 operating budget.

Attachments

Asphalt Purchases Report

OPERATIONS & MAINTENANCE
ASPHALT QUOTES | FY 2026

	Wire Grass Const Co.		Hawkins		Vulcan		Notes
	Binder	*Topping*	*Binder*	*Topping*	*Binder*	*Topping*	
Jul	$72.35	$86.18	$78.00	$84.50	$75.58	$86.27	
Aug							
Sep							
Oct							
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

OPERATIONS & MAINTENANCE
ASPHALT PURCHASES 2025

Invoice Date	*Approval*	*Vendor*	*Type*	*Rate*	*Qty*	*Total*	*FY Total*
7/8	Dhughes	Vulcan	307BM	$78.00	8.03	$626.34	$626.34
7/11	Dhughes	Vulcan	307BM	$78.00	20.33	$1,558.74	$2,212.08
7/11	Dhughes	Vulcan	307BM	$78.00	20.03	$1,562.34	$3,774.42
7/11	Dhughes	Vulcan	307BM	$78.00	5.10	$397.80	$4,172.22
7/18	Dhughes	Vulcan	307BM	$78.00	20.09	$1,567.02	$5,739.24

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: CITCO Water Agreement – Pipe & Materials

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider purchase of materials necessary to replace the water and sewer mains located in the areas of Sawyer Drive & Huddleston Ave.

Staff Recommendation

Approve the contract with CITCO Water. The Water Resources Board recommended approval of this matter at their August 26, 2025 meeting.

Background Information

MWRD Operations and Maintenance requested sealed bids for the materials required to replace water & sewer mains located on Sawyer Drive and Huddleston Avenue. Other streets included are Neilson Ct. & McCord Cir. The bids were opened by Marina Rush with the City's purchasing department on August 5, 2025. A total of eight bids were received.

Council Priorities Served

Responsible budgeting

By requesting bids, the Department benefits from competitive pricing.

Fiscal Impact

The expense, $80,613 will be funded by MWRD's FY26 operating budget.

Attachments

CITCO Water Contract

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

Agreement for Pipe & Materials – Sawyer Drive and Huddleston Avenue

This Agreement is entered into and effective as of _____, 2025 by and between the **City of Murfreesboro,** a municipal corporation of the state of Tennessee ("City"), and **The C.I. Thornburg Co, Inc. d/b/a CITCO Water**, a corporation of the state of Kentucky ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-02-2026 – Pipe and Materials – Sawyer Drive and Huddleston Avenue, issued July 22, 2025 (the "Solicitation");
- Contractor's Proposal, dated July 31, 2025 ("Contractor's Proposal"), including the Contractor's Price Proposal, which is the responsive Bid Form including Contractor's total price;
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-02-2026 – Pipe and Materials – Sawyer Drive and Huddleston Avenue."

2. Term.

The term of this Agreement commences on the Effective Date and expires in one year, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City.

b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination

c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Payment and Delivery.

a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total **purchase price of $80,612.75**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

b. All items must be available for delivery within 24 weeks from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. Delivery Contact: Charles Hancock (email: chancock@murfreesborotn.gov, phone: 615-642-3313). The materials shall be delivered to the City of Murfreesboro Water Resources Department, 1725 South Church Street, Murfreesboro, TN 37130.

c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.

e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. Warranty. Contractor shall provide all warranties as described in the ITB and Bid Proposal.

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

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

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

7. Indemnification.

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

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

I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

a. Procure for the City the right to continue using the products or services.

b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:	If to Contractor:
City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	**The C.I. Thornburg Co, Inc. d/b/a CITCO Water** Attn: Jesse Chula, Director of Marketing 111Patton Court Nicholasville, KY 40356 Jesse.chula@citcowater.com

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

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

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

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

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

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

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

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

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

IN WITNESS WHEREOF, the parties enter into this agreement as of the "Effective Date" first listed above.

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

The C.I. Thornburg Co, Inc.
d/b/a CITCO Water

Signed by:
By: Jesse Chula
EC6DC564C00F48D...
Jesse Chula, Director of Marketing

Approved as to form:

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

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

SPECIFICATION LIST:

	Qty.	Description
1	1,000 ft.	8" BLUE PVC WATER PIPE C 900 DR-18 CL150 PC235 GASKETED 20' JOINTS *PIPE MUST BE: DIAMOND, NATIONAL, NAPCO, ROYAL, PIPE LIFE JET STREAM, JM-EAGLE AND SANDERSON; **No mixed brands**
2	2 ea.	6" TAPPING VALVE MJ O/L—RW W/OP NUT with Accessories
3	2 ea.	6" x 6" MJ Tapping Sleeve Blk F/DI with Accessories
4	3 ea.	5-1/4 Storz Connection Fire Hydrants 3-Way 42" Bury 6"MJ Shoe-Yellow; American B62B, M&H, or Mueller
5	3 ea.	6" GATE VALVE MJ x MJ with OP Nut with Accessories
6	3 ea.	8" GATE VALVE MJ x MJ with OP Nut with Accessories
7	2 ea.	8" X 6" MJ SWIVEL ANCHOR TEE CL153 FOR DI WITH ACCESSORIES
8	3 ea.	8" X 6" MJ Reducer for Ductile Iron
9	1 ea.	8" X 8" MJ TEE for Ductile Iron
10	1,064 ft.	6" x 14" SDR26 PVS Sewer Pipe – GASKETED 76 JOINTS *PIPE MUST BE: JM-EAGLE, VULCAN, DIAMOND, NATIONAL, NAPCO, ROYAL, PIPE LIFE JET STREAM, or SANDERSON; **No mixed brands**
11	2,506 ft.	8" x 14" SDR26 PVS Sewer Pipe – GASKETED 179 JOINTS *PIPE MUST BE: JM-EAGLE, VULCAN, DIAMOND, NATIONAL, NAPCO, ROYAL, PIPE LIFE JET STREAM, or SANDERSON; **No mixed brands**
12	38 ea.	8" x 6" 45 Degree WYE PVC – SDR26 B X B X B Gasketed Must be: Harco, GPK, Multi-Fit or Westlake
13	38 ea.	6" 45 Degree Bend PVC -- SDR26 B X S GASKETED. Must be: Harco, GPK, Multi-Fit or Westlake
14	38 ea.	6" Sewer Cap PVC – SDR 26 Must be: Harco, GPK, Multi-Fit or Westlake
15	12 ea.	J. B.S. # 1150 TRAFFIC MANHOLE CASTING CASTING – 24" RING & COVER "SANITARY SEWER" TO BE CAST ON LID

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

PURCHASING DEPARTMENT BID FORM

NAME OF BID: ITB-02-2026 Piping and Materials for Sawyer Drive and Huddleston Avenue	Name of Bidder: CITCO Water Date: 7/31/2025

INSTRUCTIONS:
All prices must include **all costs**. Costs included in the bid prices shall include services rendered and parts, labor, accessories, freight, and any other standard equipment necessary to provide this service. The City is not subject to sales tax. **PROVIDE WITH YOUR BID RESPONSE THE NAMES OF ANY SUBCONTRACTORS THAT WILL BE USED TO PERFORM SERVICES FOR THIS BID.**

Line Item	Qty	Description	Unit Price	Total Price
1	1,000 ft.	8" BLUE PVC WATER PIPE C 900 DR-18 CL150 PC235 GASKETED 20' JOINTS *PIPE MUST BE: DIAMOND, NATIONAL, NAPCO, ROYAL, PIPE LIFE JET STREAM, JM-EAGLE AND SANDERSON; **No mixed brands**	$ 18.253	$ 18,253.00
2	2 ea.	6" TAPPING VALVE MJ O/L—RW W/OP NUT with Accessories	$ 932.301	$ 1,864.60
3	2 ea.	6" x 6" MJ Tapping Sleeve Blk F/DI with Accessories	$ 1,484.029	$ 2,968.06
4	3 ea.	5-1/4 Storz Connection Fire Hydrants 3-Way 42" Bury 6"MJ Shoe-Yellow; American B62B, M&H, or Mueller	$ 3,854.800	$ 11,564.40
5	3 ea.	6" GATE VALVE MJ x MJ with OP Nut with Accessories	$ 1,003.628	$ 3,010.88
6	3 ea.	8" GATE VALVE MJ x MJ with OP Nut with Accessories	$ 1,598.544	$ 4,795.63
7	2 ea.	8" X 6" MJ SWIVEL ANCHOR TEE CL153 FOR DI WITH ACCESSORIES	$ 320.024	$ 640.05
8	3 ea.	8" X 6" MJ Reducer for Ductile Iron	$ 131.012	$ 393.04
9	1 ea.	8" X 8" MJ TEE for Ductile Iron	$ 332.306	$ 332.31
10	1,064 ft.	6" x 14" SDR26 PVS Sewer Pipe – GASKETED 76 JOINTS	$ 4.758	$ 5,062.51

Docusign Envelope ID: CECBB6E3-8D60-48AA-94B6-E45AA6F37A93

		*PIPE MUST BE: JM-EAGLE, VULCAN, DIAMOND, NATIONAL, NAPCO, ROYAL, PIPE LIFE JET STREAM, or SANDERSON; **No mixed brands**		
11	2,506 ft.	8" x 14" SDR26 PVS Sewer Pipe – GASKETED 179 JOINTS *PIPE MUST BE: JM-EAGLE, VULCAN, DIAMOND, NATIONAL, NAPCO, ROYAL, PIPE LIFE JET STREAM, or SANDERSON; **No mixed brands**	$ 8.642	$ 21,656.85
12	38 ea.	8" x 6" 45 Degree WYE PVC – SDR26 B X B X B Gasketed Must be: Harco, GPK, Multi-Fit or Westlake	$ 80.751	$ 3,068.54
13	38 ea.	6" 45 Degree Bend PVC -- SDR26 B X S GASKETED. Must be: Harco, GPK, Multi-Fit or Westlake	$ 23.342	$ 887.00
14	38 ea.	6" Sewer Cap PVC – SDR 26 Must be: Harco, GPK, Multi-Fit or Westlake	$ 15.681	$ 595.88
15	12 ea.	J. B.S. # 1150 TRAFFIC MANHOLE CASTING CASTING – 24" RING & COVER "SANITARY SEWER" TO BE CAST ON LID	$ 460.00	$ 5,520.00
		Total Bid		$ 80,612.75

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: SSR Task Order 2141013.0 Amendment No. 3

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider extending the term for professional engineering services to aid in regulatory and water quality management through June 30th, 2026.

Staff Recommendation

Approve SSR TO 2141013.0 Amendment No. 3. The Water Resources Board recommended approval of this matter at their August 26, 2025 meeting.

Background Information

The Council previously approved Amendment No. 1 of SSR TO 2141013.0 which added stormwater management consulting services. These services have been beneficial in updating the stormwater chapter of City Code and many other technical documents.

Amendment No. 2 to the TO extended the term from July 1st, 2023, through June 30th, 2025, to provide additional time for assistance with policy documents resulting from ordinance revisions.

Council Priorities Served

Responsible budgeting

Establishing effective policies ensures responsible growth and expansion of stormwater infrastructure.

Fiscal Impact

The expense of this task order amendment no. 3, or $30,780, is funded from MWRD's stormwater operating budget.

Attachments

1. SSR Memo
2. SSR TO 2141013.0 Amendment No. 3

Docusign Envelope ID: 15927197-F50A-40F2-BEDF-F08DD01A136A

Project Memorandum

To:	Valerie Smith
From:	Brent Fowler
Date:	July 31, 2025
Re:	Task Order Amendment 3
Project Name:	Regulatory Assistance and Water Quality Management
Project Number:	2141013.0

Valerie,

Per your request, this memorandum provides information regarding revisions to the referenced project scope.

Background

Original Task Order

The Board previously approved SSR Task Order 2141013.0 for the engineering consulting services to provide regulatory assistance and water quality management on an as needed basis for approximately 20 hours per week with a fee of $47,500. The task order term is from November 1, 2021 to June 30, 2022.

Amendment 1

MWRD requested to extend the term of the original task order for regulatory assistance and water quality management consulting services from July 1, 2022 through June 30, 2023. The anticipated hours for this period were 20 hours per week.

MWRD also requested that SSR provide a similar arrangement for engineering consulting services providing stormwater quality management and stormwater regulation and ordinance assistance. SSR supplied a qualified person acceptable to MWRD and provided consultation and advice related to stormwater quality, stormwater regulations, and ordinances. SSR anticipated effort of approximately 20 hours per week from July 1, 2022 to June 30, 2023. Amendment 1 increased the fee to $175,300. Amendment 1 was approved by the Board.

Amendment 2

MWRD requested to extend the term of the amended task order for regulatory assistance, water quality management, stormwater quality management, stormwater regulation and ordinance assistance consulting services from July 1, 2023 through June 30, 2025. The anticipated hours for this period were approximately 30 hours per week. Amendment 2 included no fee increase and therefore the task order fee ceiling, as amended, of $175,300 was unchanged. Amendment 2 was approved by the Board.

Amendment 3

MWRD requests to extend the term of the amended task order for regulatory assistance, water quality management, stormwater quality management, stormwater regulation and ordinance assistance consulting services from July 1, 2025 through June 30, 2026. The anticipated hours for this period are approximately 21 hours per week through August 31, 2025 then the anticipated hours are approximately 5 hours per week from September 1, 2025 through June 30, 2026. The proposed amendment includes a fee increase of $30,780.00.

2995 Sidco Drive, Nashville, TN 37204
info@ssr-inc.com www.ssr-inc.com

Docusign Envelope ID: 15927197-F50A-40F2-BEDF-F08DD01A136A

Recommendations

SSR recommends that MWRD staff recommend to the Board and that the Board approve Amendment 3 to Task Order 2141013.0.

Project Costs

The revised Task Order cost, including the proposed Amendment 3, is $206,080.00.

If you need additional information, please contact me.

Attachments

1. Amendment No. 3 to SSR Task Order 2141013.0.

Docusign Envelope ID: 15927197-F50A-40F2-BEDF-F08DD01A136A

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Task Order 21-41-013.0
Amendment No. 3 .

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: October 21, 2021

   b. Owner: Murfreesboro Water Resources Department

   c. Engineer: Smith Seckman Reid, Inc.

   d. Project: Regulatory Assistance and Water Quality Management

2. *Description of Modifications:*

   a. In addition to the scope described in Task Order 21-41-013.0, this modification includes:

   Understanding of Modifications
   The OWNER wishes the ENGINEER to provide stormwater quality and stormwater regulations consulting services as needed and up to approximately 5 hours per week. These services will begin July 1, 2025 and end on June 30, 2026 at which time OWNER may elect to extend the task order.

   The OWNER wishes the ENGINEER to extend the previously authorized regulatory assistance and water quality consulting services as needed and up to approximately 16 hours per week to begin on July 1, 2025 and end on August 31, 2025 at which time OWNER may elect to extend the task order.

   ENGINEER's Scope of Services
   The ENGINEER will supply a qualified person acceptable to the OWNER to provide consultation and advice related to regulatory permitting, water quality and resource management, stormwater quality and regulations assistance.

   Exclusions
   - None

   Compensation This Amendment

Description of Service	Amount	Basis of Compensation
Consulting Services	$30,300	Hourly Not to Exceed
Project Administrative Services	$480	Hourly Not to Exceed
TOTAL COMPENSATION	**$30,780**	
REIMBURSABLE EXPENSES **		
a. Out-of-Town Mileage	$0	$0.56 /mile

Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

Docusign Envelope ID: 15927197-F50A-40F2-BEDF-F08DD01A136A

Description of Service	Amount	Basis of Compensation
b. Air Transportation	$0	At Cost
c. Meals and Lodging	$0	At Cost
d. External Plotting	$0	At Cost

3. Agreement Summary (Reference only)
   a. Original Agreement amount: $47,500.00
   b. Net change for prior amendments: $127,800.00
   c. This amendment amount: $30,780.00
   d. Adjusted Agreement amount: $206,080.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

CITY OF MURFREESBORO	SMITH SECKMAN REID, INC.
By: _____	By: Brentley D. Fowler
Title: _____	Title: Principal
Date Signed: _____	Date Signed: July 31, 2025

APROVED AS TO FORM:

Signed by:
Adam F Tucker
43A2035E51F9401...

City of Murfreesboro Legal Department

Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: WRRF Wet Weather Upgrades Change Control Form No. 3

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider revised Contingency Allowance Allocations regarding construction changes associated with the WRRF Wet Weather Upgrades.

Staff Recommendation

Approve Change Control Form No. 3. The Water Resources Board recommended approval of this matter at their August 26, 2025 meeting.

Background Information

MWRD began designating funds within the Working Capital Reserves for this project in FY20. Bids were received July 2, 2024, and staff received a recommendation of award from SSR. In September of 2024, the Council approved the contract for construction with Reeves Young.

Change Control Form No. 3 includes work outside the original scope of services in the contract. The existing reinforcement bars in the existing concrete of the UV Chamber are larger than what was initially assumed by RV and their subcontractor. Additional fiber reinforced polymer material is required.

Project	Contingency Allowance	Prior Contingency Allocations	Current Contingency Allocations	Remaining Contingency Allowance
Wet Weather Upgrades	$300,000	$181,642*	**$15,577****	**$102,781**

*CCF #'s 1R & 2 (Prior)

**CCF #'s 3 (Current)

Council Priorities Served

Expand infrastructure

These upgrades increase the wet weather capacity at the WRRF from 60 to 80 million gallons per day.

Fiscal Impact

The contract for the project includes a contingency allowance fund of $300,000. The use of contingency allocation does not change the contract price.

Attachments

1. Change Control Form No. 3
2. Change Control Log

Docusign Envelope ID: 2982C5D9-1815-4B51-9617-733290DC23F5

Change Control Form No. 003

Date Issued:	August 20, 2025	**Project:**	MWRRF Wet Weather Upgrades
Project No.:	21-41-002.0	**Contractor:**	Reeves-Young

This Document is a: ☐ Change Request ☒ Work Change Directive ☐ Field Order

Description and Purpose of Change *(attach necessary supporting documentation)*:

The existing reinforcement bars in the existing UV chamber concrete are larger than what was initially assumed by RY and Simpson Strong-Tie. Due to the increased size, additional fiber reinforced polymer (FRP) material is required to properly reinforce the proposed 9' x 5' opening in the wall between the proposed UV inlet box and the existing UV disinfection chamber. Documentation from RY and FRP drawings are attached for reference. The cost of **$15,577.28** shall be applied to the Construction Contingency Allowance.

Initiated By: ☒ Contractor ☐ Engineer ☐ Owner ☐ Resident Project Representative

Drawing(s) Reference:	S1.1-10	**Spec. Reference:**	N/A
RFI Reference:	N/A	**Date of RFI:**	N/A
Attachments:	RY Documentation and FRP Drawings		

CHANGE REQUEST

Contractor agrees to perform Work or make Claim described above for following change(s) in Contract Price and/or Contract Time:

☒ No Change in Contract Price is Required.
☒ No Change in Contract Time is Required.
☒ A Change in Contingency Allowance is Required: $15,577.28
☐ A Change in Contract Price is Required: N/A
☐ A Change in Contract Time is Required: N/A

WORK CHANGE DIRECTIVE

Contractor is hereby directed to promptly proceed to make changes to Work as described in this Change Control Form. Any change in Contract Price or Contract Time shall be determined in accordance with General Conditions. Effective date of this Work Change Directive shall be date of Owner's signature below unless noted otherwise.

FIELD ORDER

Contractor is hereby directed to promptly perform proposed Work described in this Change Control Form, which is issued in accordance with General Conditions, for minor changes in Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, notify Engineer immediately and submit a Change Proposal for approval before proceeding with proposed Work. Effective date of this Field Order shall be the date issued unless noted otherwise.

AUTHORIZING SIGNATURES

ENGINEER: (Smith Seckman Reid, Inc.)	CONTRACTOR: (Reeves-Young)	OWNER: (City of Murfreesboro)	RESIDENT PROJECT REPRESENTATIVE:
Brian D. Martin	Jeff Moss	Signed by: Valerie H. Smith 0164940190AB41D...	
Brian Martin, P.E Sr. Civil Engineer/EOR	Jeff Moss Operations Manager	Valerie Smith, P.E. MWRD Director	Jason Henderson Senior RPR
(print name and title)	(print name and title)	(print name and title)	(print name and title)
Date: 8/20/25	Date: 8/21/25	Date: 9/2/2025	Date: 8/20/25

DocuSigned by:
Approved as to form:
Kelley Blevins Baker
95768DA4774A43...
Kelley Blevins Baker, Deputy City Attorney

2995 Sidco Drive, Nashville, TN 37204
info@ssr-inc.com www.ssr-inc.com

PCO #: 3 Rev# 0 Sheet 1 of 1

DATE: 8/20/2025 PROJECT Murfreesboro Phase 4F Wet Weather

DESCRIPTION OF WORK:

Additional FRP Material for UV Stucture

REEVES YOUNG

DESCRIPTION	Unit of Msr.	QTY.	MATERIAL UNIT	MATERIAL EXT.	MANHOURS UNIT	MANHOURS EXT.	LABOR RATE	LABOR EXT.	EQUIPMENT UP	EQUIPMENT EXT	SUB-CONTRACT UP	SUB-CONTRACT EXT	TOTAL
Labor													
Project Management	MH	4.00		$ -	1	4.00	$ 165.00	$ 660.00		$ -		$ -	$ 660.00
Project Admin	MH	2.00		$ -	1	2.00	$ 75.00	$ 150.00		$ -		$ -	$ 150.00
				$ -		0.00		$ -		$ -		$ -	$ -
				$ -		0.00		$ -		$ -		$ -	$ -
SUBTOTAL LABOR													$ 810.00
Equipment / Materials													
				$ -				$ -		$ -		$ -	$ -
				$ -				$ -		$ -		$ -	$ -
				$ -				$ -		$ -		$ -	$ -
				$ -				$ -		$ -		$ -	$ -
				$ -				$ -		$ -		$ -	$ -
				$ -				$ -		$ -		$ -	$ -
				$ -				$ -		$ -		$ -	$ -
SUBTOTAL EQUIPMENT / MATERIALS													$ -
Subcontractors													
Structural Preservation Systems	LS	1.00		$ -						$ -	$ 13,904.00	$ 13,904.00	$ 13,904.00
				$ -						$ -	$ -	$ -	$ -
				$ -						$ -	$ -	$ -	$ -
				$ -						$ -	$ -	$ -	$ -
				$ -						$ -		$ -	$ -
				$ -						$ -		$ -	$ -
SUBTOTAL SUBCONTRACTORS													$ 13,904.00
												SUBTOTAL 1	**$ 14,714.00**
TAX (9.25%)				$ -									$ -
Safety & Consumables (5% of Labor Cost)								$ 40.50					$ 40.50
Equipment Operation Expense (30% of Equ)										$ -			$ -
SUBTOTAL 2				$ -				$ 850.50		$ -		$ 13,904.00	**$ 14,754.50**
Markup on Labor, Materials, & Equipment (15%)													$ 127.58
Markup on Subcontractor (5%)													$ 695.20
SUBTOTAL COST													**$ 15,577.28**
Bond and Insurance (1.5%)													
GRAND TOTAL													**$ 15,577.28**

Murfreesboro Full Scale Thermal Dryer

Submitted by:

Drew Ledford - Assistant Project Manager

Accepted by:

Signature:

Printed Name:

Docusign Envelope ID: 2982C5D9-1815-4B51-9617-733290DC23F5

Docusign Envelope ID: 2982C5D9-1815-4B51-9617-733290DC23F5

Brian Martin

From: Drew Ledford <dledford@reevesyoung.com>
Sent: Wednesday, July 16, 2025 4:32 PM
To: Brian Martin
Cc: Ben Hanson; Brady England
Subject: Phase 4 F - CFRP Strengthening System
Attachments: Murfreesboro CFRP - Pricing for Additional Material.pdf

Good afternoon Brian,

We received the resubmittal for the Simpson Strengthening system for the Junction box and the UV Chamber. The comment addressing the existing wall reinforcement at the UV Chamber has been addressed. There will need to be additional reinforcement added to the UV Chamber to account for the existing reinforcement size.

The initial design for the Simpson system (which was coordinated prior to Reeves Young's involvement) was for the effluent junction box, and the UV Chamber strengthening system was added in Addenda #2. The specifications for the UV reinforcement were not provided to Simpson and in Simpsons initial design, it was assumed that the reinforcement criteria for the UV chamber would need to match what reinforcement criteria was provided for the junction box.

With the increased bar size, there will be additional FRP material needed to adhere to the requirements. Structural Tech is anticipating the material cost will be an additional $13,904.

I wanted to reach out to you prior to resubmission due to this increase in pricing. I have attached their change in pricing as well.

Please feel free to call me with any questions or concerns you may have,

Thank you,

Drew Ledford
Assistant Project Manager

dledford@reevesyoung.com | reevesyoung.com
T 770.271.1159 | M 540.649.3720
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

REEVES + YOUNG

Confidentiality Notice: This message and any attachments are solely for the use of the intended recipients. They may contain privileged and/or confidential information, attorney work product or other information protected by law. If you are not an intended recipient, you are hereby notified that you received this email in error, and that any review, dissemination, distribution or copying of this email and any attachment is strictly prohibited. If you have received this email in error, please contact the sender and delete the message and any attachment from your system. Thank you for your cooperation.

Docusign Envelope ID: 2982C5D9-1815-4B51-9617-733290DC23F5

CHANGE ORDER FORM

PROJECT:	**CHANGE ORDER NUMBER:**	01	OWNER:	
Murfreesboro WRRF CFRP	**DATE:**	7/16/2025	ENGINEER:	
2032 Blanton Dr			CONTRACTOR:	X
Murfreesboro, TN 37219			FIELD:	
TO CONTRACTOR:	**PROJECT #:**	24710-032000	OTHER:	
Structural Preservation Systems, LLC	**CONTRACT DATE:**	4/4/2025		
9735 International Court N	**CONTRACT FOR:**			
St. Petersburg, FL 33716	Carbon Fiber Reinforcement			

The Contract is changed as follows:
Increase in quantities of carbon fiber reinforced polymer and carbon fiber anchors per Structural Technologies Revision 2 drawings dated 7.7.25.

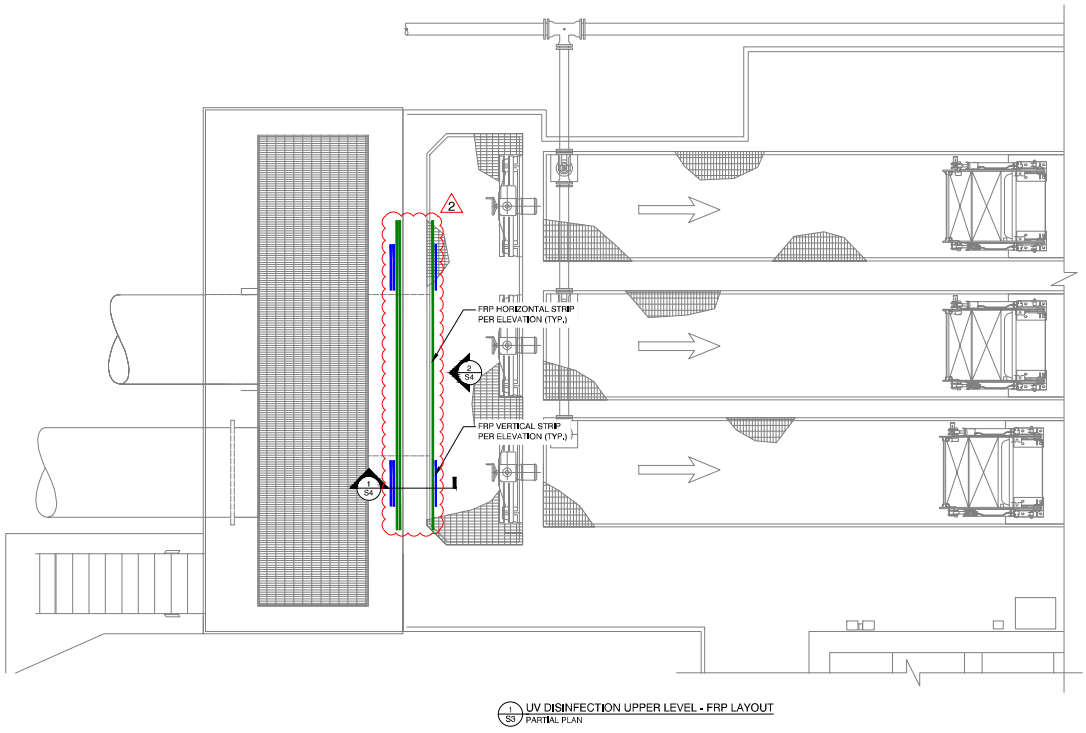
Item	Quantity	UOM	Unit Price	Cost
Additional CFRP & Anchors	1	LS	$ 13,904.00	$ 13,904.00

The Contract Time will be increased by: 2 days

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

Structural Preservation Systems, LLC	Reeves Young, LLC	
SUB-CONTRACTOR	**CONTRACTOR**	**OWNER**
9735 International Court N	45 Peachtree Industrial Blvd, NW	
St. Petersburg FL 33716	Sugar Hill, GA 30518	
ADDRESS	**ADDRESS**	**ADDRESS**
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Carlos Aguerrevere, Project Manager		
PRINTED NAME, TITLE	**PRINTED NAME**	**PRINTED NAME**
DATE	**DATE**	**DATE**

Docusign Envelope ID: 2982C5D9-1815-4B51-9617-733290DC23F5



1/S3 UV DISINFECTION UPPER LEVEL - FRP LAYOUT
PARTIAL PLAN

Exp. - 06-30-2027

ANWAR YUSUF REGISTERED ENGINEER COMMERCE No. 101270 STATE OF TENNESSEE

08-06-2025

AY Anwar Yusuf, Prof, Structural Engineer
Anwar.Yusuf@gmail.com · 3144594282
444 Maple Rise Path, Chesterfield, MO 63005 · Review is for structural components shown on this drawing.

NO.	DATE	REVISION	BY
2	07/07/25	REVISED PER EOR'S COMMENTS	T.S.

DES T.P. 05/28/25
DRN T.P. 05/28/25
CHK M.P. 05/28/25
JOB NO. IND147

STRUCTURAL TECHNOLOGIES STRENGTHENING, LLC.
10480 Little Patuxent Pkwy, Suite 700
COLUMBIA, MD 21044
Phone 410/805-4111
Fax 410/805-4111

SIMPSON StrongTie Smarter Strengthening Solutions

structural TECHNOLOGIES

MWRD WRRF PHASE 4F
300 NW BROAD ST. MURFREESBORO, TN 37130
WALL OPENINGS STRENGTHENING WITH FRP
UV DISINFECTION UPPER LEVEL - FRP PLAN LAYOUT

CONTRACTOR: S.P.S
JOB NO: 671554
SHEET: S3

Docusign Envelope ID: 2982C5D9-1815-4B51-9617-733290DC23F5

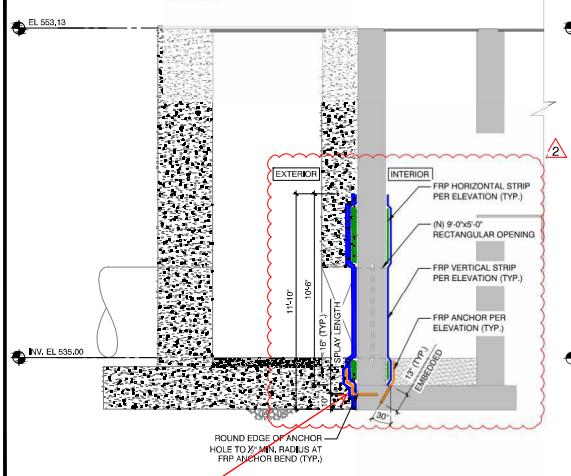
Exp. - 06-30-2027

ANWAR YUSUF REGISTERED ENGINEER No. 101027 STATE OF TENNESSEE

08-06-2025

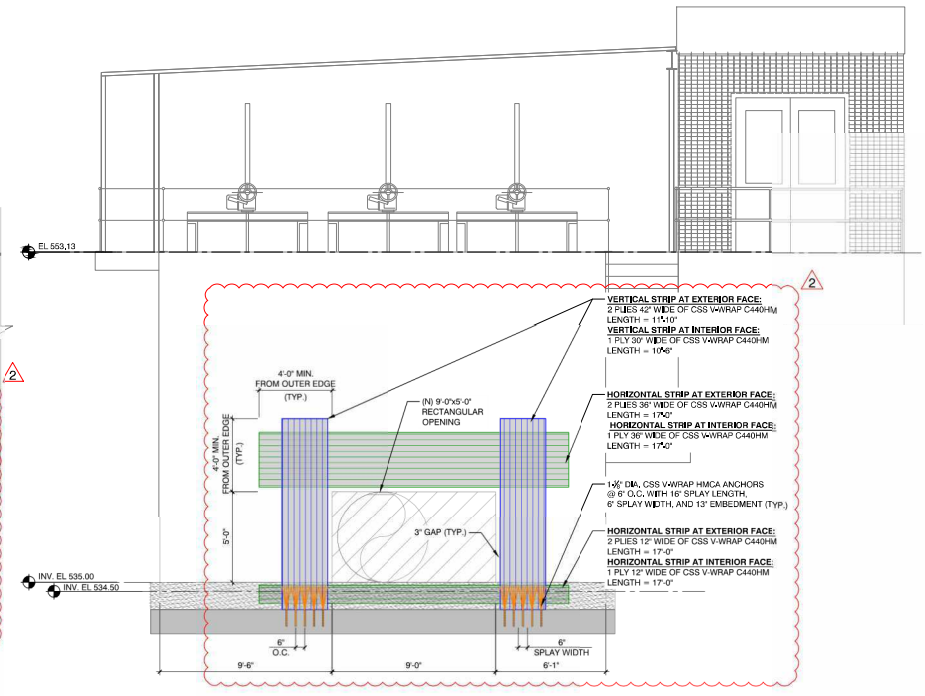
AY

Anwar Yusuf, Prof. Structural Engineer
Anwar.Yusuf@gmail.com 314-550-6282
444 Maple Rise Path, Chesterfield, MO 63005 Review is for structural components shown on this drawing.



1/S4 NEW OPENING IN UV DISINFECTION - FRP LAYOUT
PARTIAL SECTION

GENERAL CONTRACTOR SHALL COORDINATE EPOXY DOWEL LOCATIONS WITH FRP ENGINEER.



2/S4 NEW OPENING IN UV DISINFECTION - FRP LAYOUT
ELEVATION - INTERIOR FACE

NO.	DATE	REVISION	BY
1	06/10/25	REVISED PER EOR'S COMMENTS	T.P.
2	07/07/25	REVISED PER EOR'S COMMENTS	T.P.

DES	T.P.	05/29/25
DRN	T.P.	05/29/25
CHK	M.P.	05/29/25

TECHNOLOGIES JOB NO. IND147

SIMPSON StrongTie Smarter Strengthening Solutions

structural TECHNOLOGIES

STRUCTURAL TECHNOLOGIES STRONGPOINT, LLC
9420 BASIL COURT, SUITE 104
COLUMBIA, MD 21045
Tel: 410-290-1411
Fax: 410/290-1111

MWRD WRRF PHASE 4F
300 NW BROAD ST. MURFREESBORO, TN 37130

WALL OPENINGS STRENGTHENING WITH FRP
UV DISINFECTION UPPER LEVEL – FRP DETAILS

CONTRACTOR: S.P.S
JOB NO: 671554
SHEET: S4

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Certificate of Good Moral Character – Stones River Country Club – Ownership Change

Department: Finance

Presented by: Erin Tucker

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

The Rules of Tennessee Alcoholic Beverage Commission requires a Certificate of Good Moral Character to accompany all license applications for Private Clubs requesting a Liquor by the Drink License. This certificate must be signed by the Mayor or City Council majority.

Background Information

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

A certificate of good moral character is requested by Thomas Campbell for the Stones River Country Club at 1830 NW Broad St., which is a change of ownership for a private club. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

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

Attachments

Summary of Request for Certificate of Good Moral Character

City of Murfreesboro
Request for Certificate of Good Moral Character

Summary of information from the application:

Individual in Charge of the Sale of Alcoholic Beverages

Name	Thomas Campbell
Age	37
Home Address	622 Gallant Way
Residency City/State	Murfreesboro, TN 37129
Race/Sex	
10 Year Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None

Name of Business Entity	Stones River Country Club
Name of Business	Stones River Country Club
Business Location	1830 NW Broad St.

Type of Application:	
New Location	
Ownership Change	X
Name Change	

Corporation	
Partnership	
Sole Proprietor	

Application Completed Properly? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 9/18/2025

Item Title: City Council Meeting Minutes

Department: Finance

Presented by: Erin Tucker, City Recorder/ Chief Financial Officer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

City Council meetings are available on the City's website for reference to actions taken and discussions made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes for these to become the official minutes of the meeting.

Attachments

Current Minutes
- August 14, 2025 (Workshop)
- August 21, 2025 (Public Comment)
- August 21, 2025 (Regular Meeting)

Historical Minutes
- October 16, 2023 (Retreat)

City of Murfreesboro
City Council – Workshop Regular Session

Thursday, August 14, 2025 at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:36 a.m. on Thursday, August 14, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, July 29, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Melanie Joy Peterson, City Clerk
Raven Bozeman, Executive Assistant

Alan Bozeman, Communications Director
Angela Jackson, Executive Director of Strategic Services
Ashley Mallela, Engineer in Training
Ben Newman, Director of Land Management and Planning
Cathy Smith, Purchasing Director
Chad Gehrke, Airport Director
Devin Middleton, System Analyst
Greg McKnight, Executive Director of Development
Jim Kerr, Transportation Director
John Lanza, Project Coordinator Webmaster
John Tully, Assistant City Attorney
Kevin Jones, Building and Codes Director
Lee Smith, Deputy Director of Transportation
Lexi Stacey, Project Coordinator
Margaret Ann Green, Business Systems Manager
Mark McCluskey, Fire Chief
Matthew Blomeley, Assistant Planning Director
Michael Bowen, Chief of Police
Michael Nevills, Communications
Mike Browning, Public Information Officer
Nate Williams, Executive Director of Recreational Services

Randolph Wilkerson, Human Resources Director
Trey Adams, Golf Director
Valerie Smith, Water Resources Director
Other City Staff

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Erin Tucker, City Recorder/Chief Financial Officer, indicated no one had registered to speak.

Action Items

1. City Council Meeting Minutes (Finance). Erin Tucker, City Recorder/Chief Financial Officer, presented a Council Communication requesting approval of City Council meeting minutes for the July 31, 2025 Regular Session. Meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

Mr. Wright made a motion to approve the minutes. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

2. Hangar Site Development Contract Award (Airport). Chad Gehrke, Airport Director, presented a Council Communication requesting Council award the Hangar Site Development Contract to Hensley Civil, LLC. Five bids were received for this project on July 23, 2025 with Hensley Civil, LLC., with the lowest and qualifying bid of $1,180,080. This bid was below engineer's estimates. Hensley Civil, LLC bid includes the base bid as well as the 5% owner's contingency of $56,194. Barge Design Services is working with the Purchasing Department who have issued a Notice of Award to Hensley Civil, LLC. The project's construction expense, or $1,180,080, will be funded through a transfer from General Fund to Airport Fund. Council members stated they had not had a chance to review this request and wanted additional time to review prior to approving the contract.

Ms. Averwater made a motion to defer to a future meeting. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Darren Gore, City Manager, stated the item will be presented at the next meeting on August 21, 2025, After further discussion regarding the bid requirements and performance bonds, Ms. Cathy Smith, Purchasing Director, informed the Council that the selected vendor was vetted by Barge Design, who participated in a formal bid process and was the low bidder, and that the contract has been reviewed by legal counsel. Ms. Averwater requested that Ms. Smith email copies of the other bids directly to Council members. Cathy Smith, Purchasing Director, stated that she would provide all submitted bids to the Council for review.

3. Airport Furniture Contract (Airport). Chad Gehrke, Airport Director, presented a Council Communication requesting Council approve a CIP Reallocation Request and furniture contract with Nashville Office Interiors (NOI) for the Murfreesboro Airport. The furniture in the amount of $57,011 will be purchased with a CIP reallocation.

Mr. Maxwell made a motion to approve the CIP Reallocation Request and contract with Nashville Office Interiors for the purchase of the airport furniture. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

4. **Airport Audio Visual Equipment Contract (Airport).** Chad Gehrke, Airport Director, presented a Council Communication requesting Council approve a CIP Reallocation Request and audio-visual equipment contract with LanLink Communications for the Murfreesboro Airport. The audio-visual equipment expense of $58,843.90 will be purchased with a CIP reallocation.

Ms. Scales Harris made a motion to approve the CIP reallocation request and contract with LanLink Communications. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

5. **True North Geographic Technologies, LLC Updated Master Service Agreement and Work Order 1 (Information Technology).** Margaret Ann Green, Information Technology Business Systems Manager, presented a Council Communication and documents requesting Council approve a revised and updated Master Services Agreement (MSA) with True North Geographic Technologies, LLC (True North), along with authorization to execute Work Order 1 for professional services related to the City's Permit, Land, and License (PLL) system. The MSA does not have a direct financial impact. Future work orders will be expensed through Information Technology Department's operating budget and/or Murfreesboro Water Resources Department's operation budget. The expense of $487,418 will be funded from previous CIP bond interest.

Ms. Green provided an update on the status of permits, forms, and documents within the PLL implementation process, covering workflow from sandbox to production as well as plans for ongoing rollout. She also presented a visual example illustrating how CityWorks will function and appear from an applicant's perspective.

Mayor McFarland inquired about the timeline for full CityWorks implementation. Mr. Gore responded that the plan is to develop 26 workflows over 26 weeks. Council members and staff then discussed related topics, including customer service.

Mr. Wade made a motion to approve the Master Service Agreement and Work Order 1 with True North Geographic Technologies, LLC. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Workshop Items

6. City Social Media and Internet Posting Policy Updates (Communications). Alan Bozeman, Communications Director, presented a Council Communication and accompanying

documents, requesting feedback on proposed updates to the City's Social Media and Internet Posting Policy and Resolution 25-R-21. He explained that the updated policy maintains the requirement for all City social media sites, accounts, and pages to be connected to the City's archiving system for records retention and public records requests. The policy also clarifies what constitutes inappropriate content for City posts and websites, as well as what types of social media comments—those not protected by the First Amendment—may be removed. Additionally, it outlines the procedures for removing such content and for blocking or banning users from City social media platforms. Mayor McFarland directed Council members to provide any comments to Mr. Bozeman in the coming weeks.

7. CIP Transfers (Finance). Erin Tucker, City Recorder/ Chief Financial Officer presented a Council Communication and documents regarding notification of CIP transfers. Transfers include transfer of CIP Funds between the Bond Fund and General Fund for McKnight Park Ball Park Improvements, Patterson Park Improvements, Playground Deferred Maintenance, Recreation Side Mount Bush Hog, and Walter Hill Renovations. There were no questions or comments and no action was needed.

8. 2024 Sewer Allocation Annual Report (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication and documents regarding the 5th Annual Sewer Allocation Report covering calendar year 2024. The annual report is a summary assessment of a sanitary sewer hydraulic model that breaks the city down into 18 watersheds or basins in which Murfreesboro Water Resources Department (MWRD) continuously monitors sewage flow throughout the year. The report covers the 1) an executive summary, 2) a review of the sanitary sewer collection system and treatment plant assets and the effects of rain induced infiltration and inflow (I/I) on both 3) a review of "as-is" condition versus a proposed "to be" condition and the respective impacts on available sewer connections and funding requirements 4) a review of sewer system connection growth trends and development plan approvals, including apartments and areas most highly impacted 5) 2024 sewer assessment takeaways and 6) Appendices illustrating service area basin maps, remaining estimated developable acreages, and available connections. There were no questions and no vote was required.

9. Tree Line Preservation Guidelines (Administration). Darren Gore, City Manager, presented a Council Communication and supporting documents regarding tree line preservation, emphasizing the gap between developers' commitments during Planning Commission and City Council approvals and the actual construction practices affecting common property boundary tree lines. He identified several issues: the current 10–15 foot common area boundary does not cover the full tree drip line and should be expanded to 25–30 feet; contour modifications encroach into common areas, significantly reducing the drip line; and the limit of disturbance extends to the common property boundary line. These issues have resulted in the loss of approximately 50 trees and compromise of over 100 additional trees, with construction activities encroaching into root systems and threatening imminent collapse.

Mr. Gore outlined staff's recommendations for immediate and long-term remedies. The immediate action includes placing a hold on building permits for lots where homes would impact compromised tree lines until an acceptable solution is provided. The long-term solution involves requiring design engineers to identify common property boundary tree lines in submitted plans and include protective measures, including installing warning fencing at the tree drip line to mark limits of disturbance during construction.

Discussion among Council members and staff included enforcing a minimum 30-foot protection zone for tree lines and considering whether a developer's past failure to uphold tree preservation commitments should influence the review of future applications. Adam Tucker, City Attorney, advised that while past failures cannot legally be the sole reason to deny a project, it is appropriate to impose stricter conditions during zoning, PRD/PUD, or site plan approvals to prevent repeat violations. Council consensus was that developers will need to consider these requirements during design, weighing tree preservation against lot yield and agreed with staff's recommendations. No vote was required.

10. Introduction of Joint Conceptual Workshops (Administration). Darren Gore, City Manager, presented a Council Communication proposing the introduction of a Joint Conceptual Workshop (JCW) involving the City Council, Planning Commissioners, developer applicants, and staff. The workshops are designed to: 1) foster open dialogue between applicants and voting body members regarding proposed development plans; 2) provide early feedback from elected and

appointed officials on conceptual aspects of proposals before formal decisions; 3) highlight key issues, including development layout, architecture, traffic impacts, and any requested modifications to standards (MOS), with staff noting preliminary concerns; 4) encourage concise presentations to maximize time for discussion and collaboration; and 5) ensure no formal decisions are made during the workshop, and that it is not a venue for public comment.

Mr. Gore requested Council feedback and, if supportive, suggested presenting the concept to the Planning Commission for their input and conducting a pilot workshop at the Murfreesboro Airport prior to the 1 p.m. Planning Commission meeting. Council members were generally supportive, and Mayor McFarland noted that staff would value the feedback provided during the proposed workshop.

11. TDOT Modernization Call for Projects – Memorial Blvd (Transportation). Jim Kerr, Transportation Director, presented a Council Communication reviewing the funding commitment of Memorial Boulevard widening from Thompson Lane to Walter Hill Bridge over East Fork Stones River for Tennessee Department of Transportation (TDOT) Statewide Partnership Program. The primary purpose of widening Memorial Boulevard is to accommodate the increased traffic generated from the Cherry Lane extension to Interstate 840. If Memorial Boulevard is kept at a 2-lane capacity highway with a 5-lane arterial terminating into it, it will overwhelm Memorial Boulevard and result in a level of service (LOS) F for the intersection and all approaches into the intersection. Mr. Kerr stated the City is attempting to collaborate with the County to seek their participation in widening Memorial Boulevard from the Walter Hill Bridge to the intersection of Jefferson Pike. This would constitute an additional approximate 3,100 feet, or 20% extension of the project. Currently, the City has $3,914,540 allocated towards the project in existing MED proceeds. To meet the funding requirements of TDOT's program and prioritize Memorial Boulevard, staff proposed allocating an additional $21,085,460 from future borrow to reach a $25 million local commitment. This investment would represent approximately 40% of the estimated $62,900,000 total project cost, aligning with TDOT's funding formula.

Mr. Maxwell inquired about Rutherford County's commitment. Mayor McFarland stated the county's capital improvement project plan will be coming out soon and he feels they are wanting to collaborate. Mr. Maxwell inquired about the broader plan for addressing traffic flow

issues in Murfreesboro, particularly beyond the current project. Mr. Kerr outlined several key traffic improvement efforts underway or in preliminary stages, including work on Rutherford Boulevard, enhancements at the intersection of Southeast Broad Street and Rutherford, and improvements near MLK and Broad Street to reduce bottlenecks. These projects aim to improve overall traffic flow and alleviate congestion at critical intersections. On the funding side, officials emphasized that securing state or federal contributions, such as covering 60% of project costs, is a major incentive, as the city would not be able to fully fund or manage some of these larger projects independently. Darren Gore stated the topic will be presented to Council at a future meeting for approval. There were no other questions and no action was taken.

Jim Kerr introduced Lee Smith, Deputy Director of Transportation, to the Council.

11. June 2025 Dashboard (Administration). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding June 2025 Dashboard. There were no questions and no action was taken.

Board & Commission Appointments

No board and commission appointments were presented.

Licensing

13. Beer Permits (Finance). Erin Tucker, City Recorder/ Chief Financial Officer presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
La Esquinita Dali, LLC	La Esquinita Mart	817 Northwest Broad Street	Off-Premises	Grocery/Market	Ownership Change
Riley Krabs, LLC	Krustaceans Seafood	2858 South Church Street	On-Premises	Restaurant	New Location

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Kennerly Family History Group	10/03/2025	Birthday Party	405 South Maney Avenue
Kennerly Family History Group	10/13/2025	Fall Celebration	405 South Maney Avenue
Kennerly Family History Group	10/31/2025	Halloween Party	405 South Maney Avenue
Interfaith Dental Clinic	11/06/2025	Fundraiser	1500 Medical Center Parkway Suite 4D

Ascension Saint Thomas Rutherford	10/25/2025	Fundraiser	Murfreesboro Square

Applicants met requirements for the Beer Permits and were recommended for approval pending final building and codes inspections for the Regular Beer Permits and Special Event Permit issuance for the Special Event Beer Permits.

Mr. Wright made a motion to approve the Beer Permits. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Citizen's Academy Suggestion. Vice Mayor Shacklett shared a document with Council members outlining his proposal for a Citizens Academy. He recommended offering 7–8 sessions designed to educate residents about the functions of local government. As part of the initiative, he invited each Council member to host one of the sessions and requested their feedback, questions, and concerns before proceeding further. He proposed launching the academy in October 2025. Council was supportive of the idea.

Damaged Cemetery. Vice Mayor Shacklett indicated the gravesite of Captain William Lytle, a founding member of the community, was recently vandalized. Mr. Lytle's family cemetery is located behind Haynes Lumber Supply and is considered a site of historical significance. Vice Mayor Shacklett asked staff to investigate what actions the City might take to help with its restoration. Darren Gore, City Manager, emphasized the importance of proceeding thoughtfully, ensuring any assistance provided is legally permissible and does not inadvertently create further complications.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 1:19 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Public Comment Special Session

Thursday, August 21, 2025 at 5:30 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in public comment special session at its regular meeting place in the Council Chambers at City Hall at 5:31 p.m. on Thursday, August 21, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, July 29, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Kirt Wade
Shawn Wright

Bill Shacklett was absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Melanie Joy Peterson, City Clerk

Cathy Smith, Purchasing Director
Michele Emerson, City Engineer
Mike Browning, Public Information Officer
Raymond Hillis, Executive Director of Public Works

Public Comment

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment and indicated one person had signed up to speak. Mayor McFarland provided instructions about the public comment session and invited the speaker forward. The following individual addressed the Council.

1. Judy Whitehill, 1704 Keeneland Court, Murfreesboro, addressed the Council regarding concerns with the current process for Board and Commission appointments and notifying the public regarding road construction and projects. She said that all City Council members, not only the Mayor, should have access to applications since the full Council is

responsible for making the appointments. Ms. Whitehill also requested that the City provide residents with information on road closures, transportation, and neighborhood projects, and suggested updating the City's website to include all projects approved by the Planning Commission along with expected timelines.

City Council and Staff responded to Ms. Whitehill's comments. Mayor McFarland asked City Attorney Adam Tucker to clarify the Charter provisions regarding Board and Commission appointments, noting his understanding that the process was established in the Charter. Mr. Tucker explained that the process varies depending on the specific Board or Commission. For example, with the Library Board, the established practice has been for the Mayor to recommend applicants to the Council for consideration. Darren Gore, City Manager, added that road project updates are released each Friday and posted on the City's website and he explained how residents can search the site to access this information.

Mayor McFarland provided an opportunity for anyone else present to speak, but no additional attendees requested to speak.

There being no further business, Mayor McFarland adjourned the meeting at 5:37 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Regular Session

Thursday, August 21, 2025 at 6:00 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, August 21, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, July 29, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Staff Attendance

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Melanie Joy Peterson, City Clerk

Ben Newman, Director of Land Management and Planning
Brad Hennessee, Facilities Maintenance Director
Cathy Smith, Purchasing Director
Chad Gehrke, Airport Director
Chris Griffith, Executive Director of Public Infrastructure
Jamie Layhew, Assistant Fire Chief
Lauren Bush, Assistant City Attorney / Murfreesboro City Schools' Attorney
Lee Smith, Deputy Director of Transportation
Lexi Stacey, Project Coordinator
Mark McCluskey, Fire Chief
Matthew Blomeley, Assistant Planning Director
Michael Bowen, Chief of Police
Mike Browning, Public Information Officer
Raymond Hillis, Executive Director of Public Works
Russell Gossett, Solid Waste Director
Steve Jarrell, Deputy Chief of Police
Trey Duke, Director of Murfreesboro City Schools
Valerie Smith, Water Resources Director
Other City Staff

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Ms. Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Erin Tucker, City Recorder/ Chief Financial Officer indicated there were none.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications and corresponding documents for the following items:

1. **Purchase Forms Encryption Package as part of CivicPlus Website Hosting Service (Communications)**
2. **Asphalt and Concrete Purchase Report (Street)**
3. **Rehrig Roll Out Cart Purchase (Solid Waste)**
4. **FY26 City Manager Approved Budget Amendments (Finance)**
5. **Purchase of Motorola Radios (Fire)**
6. **Medical Center Parkway Right-of-Way Acquisition (Engineering)**
7. **Task Order #3 - Supplemental Agreement with Volkert Inc. (Engineering)**
8. **Mandatory Referral for the Abandonment of a Portion of Kenny Pipe Court Right-of-way (Planning)**
9. **Mandatory Referral for Abandonment of a Drainage Easement Along Siegel Road (Planning)**
10. **Mandatory Referral for the Abandonment of a Drainage Easement Along Lennis Lane (Planning)**
11. **Mandatory Referral for Abandonment of a Drainage Easement Along N Thompson Lane (Planning)**
12. **Donation of Used Police Vehicles to Lynnville Police Department (Police)**
13. **MTR Maintenance Agreement for Police Department Copy Machines (Police)**
14. **Full-Scale Biosolids Thermal Dryer Contingency Allocations (Water Resources)**
15. **Dell Lease Agreement (Schools)**

Mr. Wade made a motion to approve the Consent Agenda. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Old Business

<u>Ordinance</u>

16. Ordinance 25-O-27 Water Tap & Sewer Cleanout Fee Revisions (2nd and Final Reading) (Water Resources). The ordinance titled, "ORDINANCE 25-O-27 amending the

Murfreesboro City Code, Chapter 33, Water Resources, Sections 33-2 and 33-50, regarding water meter and sewer cleanout fees" which passed its first reading on July 31, 2025, was offered for passage on second and final reading.

Ms. Scales Harris made a motion to approve Ordinance 25-O-27 on second and final reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

New Business

Land Use Matters

17. Rezoning property along January Street (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and related documents regarding the rezoning of approximately 0.3 acres on January Street, north of Bridge Avenue, from Single-Family Residential Eight (RS-8) to Local Commercial (CL). Planning Commission held a public hearing on July 9, 2025, and recommended approval. The City Manager approved scheduling a City Council public hearing for August 21, 2025, with notice published July 29, 2025, in the *Murfreesboro Post*.

17a. Public Hearing: Rezone 0.3 acres (Planning). Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

17b. Ordinance 25-OZ-25 (1st Reading) (Planning). The ordinance titled, “ORDINANCE 25-OZ-25 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.3 acres located along January Street from Single-Family Residential Eight (RS-8) District to Local Commercial (CL) District; Abiodun Adefurin, applicant, [2025-409]” was offered for passage on its first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 25-OZ-25 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

On Motion

18. Hangar Site Development Contract Award (Airport / Purchasing). Cathy Smith, Purchasing Director, presented a Council Communication and documents on behalf of Chad Gehrke, Airport Director, requesting approval of the bid award and subsequent Hanger Development Contract with Hensley Civil, LLC for stormwater, utility, and hangar pad development work at the Murfreesboro Municipal Airport pending legal review and approval. The project's construction expense of $1,180,080 will be funded through a transfer from General Fund to Airport Fund.

Mr. Wade made a motion to approval of the bid award and subsequent contract with Hensley Civil, LLC, pending legal review and approval. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

19. Old Fort Park Ballfield & Parking Renovations Change Order 1 (Facilities). Brad Hennessee, Facilities Manager, presented a Council Communication and documents requesting approval of Change Order 1 with Steelhead Building Group, LLC, to include the contingency allowance items encountered to date and add six days to the contract time for the Old Fort Park Ballfield and Park Renovations. The amount of the increased expense, $84,745.65, is accommodated in the Contingency amount with no change in the total contract amount of $3,056,492. Vice Mayor Shacklett inquired about the completion date. Mr. Hennessee indicated the project is expected to be completed by the end of November.

Mr. Wright made a motion to approve Change Order 1 with Steelhead Building Group, LLC. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

20. Police Headquarters Rear Parking Improvements (Facilities). Brad Hennessee, Facilities Manager, presented a Council Communication and documents requesting approval of rear parking improvements at Police Headquarters. Improvements will be made by utilizing existing City contracts with asphalt, concrete, and sealing contractors. The estimated cost of these improvements is $150,000 that will be funded by the Police Department's FY25 CIP funds.

Ms. Scales Harris made a motion to approve the improvements. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

21. Purchase of Street Sweeper (Street). Raymond Hillis, Executive Director of Public Works, presented a Council Communication and documents requesting approval to purchase an Elgin RegenX Street Sweeper and enter a contract with Sansom Equipment Company, Inc. for the same. The expense, $326,276, is a budgeted item and will be paid from the FY26 Stormwater Fund.

Ms. Scales Harris made a motion to approve the purchase and contract with Sansom Equipment Company, Inc. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

22. Contract for Mulching Services - Amendment 1 (Street). Raymond Hillis, Executive Director of Public Works, presented a Council Communication and documents requesting

approval of a First Amendment to the contract with Kelton's Incorporated DBA Terrascape for mulching services to renew the initial contact for an additional year. Contractor's proposal of $46 per cubic yard is accommodated within the FY26 department budget, with an estimated total cost of $51,000.

Ms. Scales Harris made a motion to approve the First Amendment to the contract with Kelton's Incorporated DBA Terrascape for mulching services. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

23. Strategic Partnerships MOUs (Police). Steve Jarrell, Deputy Chief of Police, presented a Council Communication and documents requesting approval of the Interagency Memorandum of Understanding (MOU) with the Murfreesboro Police Department's (MPD) strategic partners: the Child Advocacy Center of Rutherford County, Inc. (CAC), and the Domestic Violence Program a.k.a. Domestic Violence Sexual Assault Center (DVSAC). The MPD's FY26 operating budget includes $90,000 for the CAC and $25,000 for DVSAC.

Mr. Wright made a motion to approve the Memorandum of Understanding with the CAC and the DVSAC. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

24. Purchase of Body Armor from Gall's LLC (Police). Steve Jarrell, Deputy Chief of Police, presented a Council Communication and documents requesting approval to purchase 125 sets of body armor and carriers from Galls, LLC and to approve Amendment #1 to the Agreement for Public Safety Uniforms with Galls, LLC. The cost of this purchase, $235,024, is funded by the MPD FY26 operating budget.

Mr. Wade made a motion to approve purchasing 125 sets of body armor and carriers and Amendment #1 to the Agreement for Public Safety Uniforms with Galls, LLC. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

25. Medical Center Parkway Phase 2 Construction (Engineering). Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication and documents requesting approval of construction of Medical Center Parkway Widening Phase 2 utilizing existing annual contracts. The estimated construction costs, $6,391,234, are within the total project budget and are funded by the FY21 and FY22 CIP budgets.

Mr. Maxwell made a motion to approve construction of Medical Center Parkway Widening Phase 2, using existing contracts. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

26. Professional Services Contract - SE Broad Widening (Engineering). Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication and documents requesting approval of a professional services contract with Kimley Horn, Inc. for the widening of SE Broad Street (Project Number 118073204). The proposed contract includes survey work, design, permitting, environmental compliance, TDOT coordination, traffic signal design and right-of-way acquisition assistance. The cost of work, $767,400, is funded within the FY25 CIP Budget and reallocated funds from completed projects.

Mr. Wade made a motion to approve the professional services contract with Kimley Horn, Inc. and CIP reallocation request. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Abstain: Austin Maxwell

Nay: None

27. Developer's Agreement - Armory Drive (Engineering). Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication and documents requesting approval of a Road Development Agreement with Green Trails – Triout Thompson Lane, LLC, for the Armory Drive realignment project. The City's portion of work, estimated at $415,000, is funded with the FY22 and FY25 CIP budgets.

Mr. Maxwell made a motion to approve the Road Development Agreement with Green Trails – Triout Thompson Lane, LLC. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

28. Masonbrooke Developer's Agreement Amendment #1 (Engineering). Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication and documents requesting approval of the First Amendment to Road Development and Construction Agreement with Alcorn Properties, LLC for a portion of STI-8, a 5-lane arterial roadway extension of Cherry Lane from Florence Road to NW Broad Street. The amendment relates to additional work within the Masonbrooke Development. This expense, $183,594, is funded by reallocated FY21 CIP bond and loan proceeds from savings on other projects.

Mr. Maxwell made a motion to approve the First Amendment to Road Development and Construction Agreement with Alcorn Properties, LLC. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

29. Funding for TDOT Statewide Partnership Program - Memorial Blvd Widening (Transportation). Lee Smith, Deputy Transportation Director, presented a Council Communication and documents requesting approval to allocate funding for the Memorial

Boulevard widening project as part of Tennessee Department of Transportation's (TDOT) Statewide Partnership Program under the Transportation Modernization Act. Participation in the program requires a local funding commitment. Currently, $3,914,540 is allocated to the project from existing MED proceeds and the remaining $21,085,460 will be funded by future borrow for a total of $25 million.

Ms. Scales Harris made a motion to approve the funding allocation. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Board and Commission Appointments

30. Disciplinary Review Board (Mayor). Mayor McFarland presented a Council Communication proposal regarding reappointing the following Disciplinary Review Board members.

Member	**Term Expiration**
Mary Beth Hagan (Business Owner)	September 30, 2031
Kathleen Divine (General)	September 30, 2031
Eric Meriweather (General)	September 30, 2031

Mr. Maxwell made a motion to approve the reappointments. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

31. **Historic Zoning Commission (Mayor).** Mayor McFarland presented a Council Communication proposal regarding appointing the following Historic Zoning Commission members to replace three members who were found ineligible to serve and one member who previously resigned (Linda Anderson).

Member	**Term Expiration**
Cynthia Browne to replace Jim Thompson	June 30, 2027
Ruth Bouldin to replace David Becker	June 30, 2027
Michael Busey to replace Bill Jakes	June 30, 2030
Stacey Graham to replace Linda Anderson	June 30, 2028

Mr. Wright made a motion to approve the appointments. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Licensing

32. Beer Permits (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permit

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Clay Oven	Clay Oven	710 Memorial Blvd. Ste #220	On-Premises	Restaurant	New Location

Special Event Beer Permit

Name of Applicant	Date of Event	Type of Event	Location of Event
Saint Rose of Lima Church	9/14/2025	International Festival	1601 N. Tennessee Blvd.

Applicants met requirements for the Beer Permits and were recommended for approval pending final building and codes inspections for the Regular Beer Permits and Special Event Permit issuance for the Special Event Beer Permits.

Mr. Wade made a motion to approve the Beer Permits. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Future Meetings. Darren Gore, City Manager, reviewed upcoming scheduled meetings and stated he had sent an email to Council regarding the schedule.

Transit Center Grand Opening. Council members announced the Grand Opening date for the Transit Center, August 28, 2025 at 3:00 pm.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:37 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Special Council Retreat Session

Thursday, October 16, 2023, at 8:30 a.m.
Legacy Farms
8061 Murfreesboro Road, Lebanon, TN 37090

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session for a Council Retreat at Legacy Farms, 8061 Murfreesboro Road, Lebanon, TN at 8:26 a.m. on Monday, October 16, 2023.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Erin Tucker, Budget Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Nate Williams, Executive Director of Recreational Services
Greg McKnight, Executive Director of Development
Michael Bowen, Chief of Police
Jim Kerr, Transportation Director
Mike Browning, Public Information Officer

Call to Order and Prayer

Mayor McFarland called the meeting to order and commenced the meeting with a prayer.

1. Debt Summary. Craig Tindall, City Manager, reviewed documents provided to Council regarding outstanding debt and current financial policy alignment. Mr. Tindall stated the City's current balance is $290 million, $1.6 million taxable real estate, and per capita is 1,500. The City is in good shape and will be dropping off debt as it is paid off. The City currently has no variable rate debt and only fixed rate debt.

2. Capital Improvement Plan (CIP). Erin Tucker, Budget Director, provided a document titled "FY24 CIP Summary" and presented a PowerPoint presentation regarding the CIP Summary for the next five years, MED sale proceeds and General Fund unassigned fund balance, FY2024 debt, and FY2025. Formal adoption for project allocation is included in the CIP FY24 budget. Current funding will be for $124 million in capital projects using approximately $54 million in MED sale proceeds, $15

million General Fund unassigned fund balance, and $55 million in new debt. Ms. Tucker explained when Council established the Community Investment Trust (CIT), $5 million was designated for parks, approximately $37.5 million for roads, and $19 million for General Fund. General Fund's proceeds were marked for operating use; however, they were not budgeted until the current year. Schedules are identified on the detail pages. Ms. Tucker continued to provide details about the FY24 CIP budget and answered Council questions, as asked.

Naming New Westside Parks & Public Safety Precinct. This was also scheduled for discussion as Agenda Item 5. Discussion ensued regarding how parks are named within the City. Sam Huddleston, Assistant City Manager, stated that major park holdings were historically named after the geography where they are located (i.e. Siegel, Barfield Crescent, McKnight, Oakland etc.). He stated that staff wanted to stay consistent in naming conventions for park properties being developed on the west side of Murfreesboro. Blackman Park or Veterans Park were suggested as names for the proposed park on Veterans Parkway because of the location it is in. Mayor McFarland stated he felt it should be Veterans Park because that is the location, rather than the area. Council and staff concurred that it should be called Veterans Park and the westside ballfields concept would be referred to as the Highway 96 Ballfields Concept. The new Public Safety Precinct, which will include space for both Police and Fire Rescue will be renamed from the Blackman Precinct to the Veterans Parkway Precinct.

Safety and Security Measures. Discussion ensued regarding the possibility of City Court moving to an empty floor in the Rutherford County Judicial Building. Ms. Scales Harris requested staff review safety and security measures regarding those entering Council Chambers and meeting spaces. Discussion ensued regarding possible safety and security measures and briefing and getting input from individual Council members with a City attorney and Police staff.

Ms. Tucker continued her summary and review of the FY24 CIP budget and reviewed a snapshot of the FY25 CIP.

Mayor McFarland recessed the meeting for a five to ten minute break.

3. Update on MTSU. Craig Tindall, City Manager, discussed Agenda Item 3b. Airport Plans prior to Agenda Item 3a. Housing Update to await Chief Bowen's arrival.

3b. Airport Plans. Craig Tindall, City Manager, reviewed airport buildings currently occupied by MTSU, buildings and hangars that may be kept and those that may need to come down. Buildings suggested to remain include Miller Lanier, McDonald Hangar, and Jean A. Jack Office Building. Hangar 2 may need to come down as it was never meant to be a permanent building.

Mr. Tindall reviewed a document titled, "MTSU School Calendar by Semester" and discussed the MTSU relocation schedule. The Master Lease Agreement expires in 2031; MTSU was notified the City will not renew its lease. The Classroom Lease ends August 28, 2024, and will not be renewed, at which time the City will return the classroom to general airport use. MTSU has asked for financial assistance for the move or early termination of the lease. Discussion ensued regarding the Master Agreement expiration date and if the City will need the buildings between 2027-2031.

3a. Housing Update. Craig Tindall, City Manager, stated MTSU is looking to put in a hotel near the University Tennis Complex and MTSU Residential Housing is looking at a large dorm project on the south side of campus. Discussion ensued regarding communication between MTSU and the City regarding prospective building projects, housing needs, crime issues and sewer usage.

3c. Crime Data. Craig Tindall, City Manager, stated there were 202 physical address calls of service to rentals MTSU buys and rents out to individuals. These properties, managed by a third party, are deteriorated and not in good condition. Mr. Tindall stated there is no issue with MTSU buying property to expand the campus in the future, but the City does take issue with substandard properties being purchased by the university and rented out. MTSU pays no property taxes on property it owns, but they are using City resources with the number of calls for police and emergency services.

Ms. Scales Harris inquired about dilapidated homes and what the City can do. Mr. Tindall stated homes can be condemned if they are uninhabitable. Ms. Scales Harris discussed her concerns about a home on the corner of State Street and Academy Street next to the Bradley Museum she felt was uninhabitable.

Council Directive to Staff. Council instructed Mr. Tindall and Mr. Tucker to prepare a letter from Council addressed to Dr. McPhee and the MTSU Board of Trustees stating topics Council would like to discuss at the lunch tentatively scheduled with MTSU on November 13, 2023. Topics include housing, future plans, airport, and crime.

4. Property Purchases. Craig Tindall, City Manager, discussed Agenda Item 4b. Broad Street prior to Agenda Item 4a. I-24 Interchange.

4b. Broad Street. Craig Tindall, City Manager, discussed four parcels on Broad Street owned by Ransom Family Trust (operated by Pinnacle Bank Trust) including Yard Sale, Camino Real (which burned down), Captain D's, and an unoccupied building. Mr. Tindall has spoken to the Trust's attorney and presented a preliminary non-binding MOU. The appraisal is $4.9 million, but the City offered less, not knowing how the Captain D's lease might affect the sale. Pinnacle Bank turned it

over to the court to determine the fair value. Once additional information is received, Mr. Tindall will present it for Council review.

Mr. Wade requested an update on the two car lots. Sam Huddleston, Assistant City Manager, stated it will appear under payment of statements at the upcoming Council meeting on Thursday, October 19, 2023.

4a. I-24 Interchange. Sam Huddleston, Assistant City Manager, provided an update about a potential property purchase for the Cherry Lane interchange with I-24. There is an active contract with Sazerac and interest in pursuing the alignment. Mr. Huddleston discussed a property that a property owner is interested in selling to the City that would meet spacing requirements for a future I-24 Interchange. Currently the 160-acre property on the east side of the interstate is on tax rolls as agriculture, so the valuation is unknown. An appraisal will be needed to establish the value of property; however, based on nearby appraisals, the estimated value is approximately $4-5 million. Staff budgeted space in the CIP to fund this potential purchase.

The envisioned roadway network would extend Cherry Lane across Old Nashville Highway across Florence Road and through the Waldron and Dismukes properties, crossing over I-24 on the west side would intersect Blackman Road and improve Blackman Road to its termination at Veterans Parkway. Federal approval of the I-24 interchange may take approximately 5-8 years. Mr. Huddleston stated the right-of-way would take 25 acres for the interchange and the remaining for economic development opportunities.

Mayor McFarland stated that he would rather not purchase more land than necessary for the project to move away from having land for economic development. Council concurred that staff could continue with an appraisal of the property. Mr. Tindall stated staff will continue to secure an appraisal of the property.

5. Park Projects. Nate Williams, Parks and Recreation Director, worked with Gresham Smith to prepare a Veterans Park design plan/ concept, previously referred to as Blackman Park and presented it to Council. The design plan concept includes a paved 5K trail, tree canopy, nature exploration, parking lots, restrooms, event lawn, active sport area (that could potentially hold pickleball courts), pavilion shelters, destination playground, meadow field with informal unpaved trails, parks maintenance storage, and boardwalk. Mr. Williams stated the next steps include cost estimates, funding, and finalizing the design.

Sam Huddleston, Assistant City Manager, discussed utility extension and roadway access to the park property and reviewed plans regarding future public safety structures, including a potential

Police Precinct and Fire Station 12. Several open spaces have nothing specific planned, but staff will review potential public or community uses that would complement the park or create community benefit. Discussion ensued regarding the park, how to maintain roads, traffic patterns, future school options and safety.

Old Fort Park Tennis and Pickleball Courts. Mayor McFarland requested Council discuss recommendations regarding pickleball and tennis courts included in the $1.35 million Old Fort Park Project. The Tennis and Pickleball Commission has expressed concerns over the proposal to convert two tennis courts into six pickleball courts; however, Mr. Williams has confirmed this conversion will not affect tournament play or TSSA and is proceeding with the project as originally directed by Council.

Mr. Williams stated that park layout options are not typically presented to the Parks and Recreation Commission or other Commissions, as that may usurp the Council, instead layouts are presented directly to Council. City staff will act based on directives from Council.

Mayor McFarland stated that approximately 96% of the cost of the Adams Tennis Complex (ATC) was funded by City taxpayers (public funds); private funds were a small part of the original funding. The eight courts at Old Fort Park are not part of the ATC, have never had private funds used for them and have been City property since the 1970's. Mayor McFarland stated Council should decide how to move forward and attempt to accommodate everybody.

Council and staff continued discussions regarding tennis and pickleball facilities and Mr. Williams confirmed staff were proceeding with the Old Fort Park Project as originally directed by Council at its July 20, 2023 meeting. A construction contract will be presented to Council for review and approval as an actionable item several months from now.

Sam Huddleston, Assistant City Manager, returned to the review of visuals from Gresham Smith regarding design plan ideas for Veterans Park. Staff requested Council input on the design. Discussion ensued regarding trails, property for charter or City school use, park space, retention ponds, sink holes, other limitations on the property, open multi-use fields and space.

Mayor McFarland recessed the meeting for lunch for approximately twenty minutes.

3c. Crime Data Update on MTSU (Continued). Michael Bowen, Chief of Police, presented City of Murfreesboro Heat Maps regarding violent crime incidents, violent crime/homicide locations, violent crime with camera locations, and violent crime/LPR Locations. Additionally, he presented a document entitled, "Real-Time Crime Center Statistics."

Chief Bowen discussed increasing the solvability rate and crime data in the area surrounding MTSU and placement of cameras around the university. The cluster around Patterson Park is where most violent crime is happening. Chief Bowen and Mr. Tindall scheduled a meeting with Dr. McPhee, MTSU President, on November 6, 2023. The biggest challenge is the housing design for single young adults around the university, which is a catalyst and generally brings higher incidents of violent crime.

Mr. Maxwell inquired about the use of cameras to reduce or deter violent crime. Chief Bowen stated the Public Safety Camera System will accomplish this. The first round of cameras are here, have been demoed for Council during one-on-one meetings and will start going up soon. When Violent Crime Intervention Grant funds become available, the Police Department will return to Council for approval to purchase additional cameras. Chief Bowen summarized positive aspects that may come from the cameras.

9. Homelessness and the HOST Unit. Agenda Item 9, Homelessness, was moved before Agenda Item 6, GDO (from August or September Workshop), to accommodate Michael Bowen, Chief of Police. Chief Bowen presented an overview of the Police Department's Homeless Outreach Support Team (HOST) Unit, which deals with issues related to homelessness. Currently the HOST Unit consists of three officers and one sergeant and works a full-time schedule (8-hour days, 5-days a week). The HOST Unit will transition to a schedule of 10-hour days, 4-days a week. The HOST Unit develops relationships and assists individuals within the homeless community, answers complaints from property owners regarding trespass, and coordinates with City departments to help clean up large camps on City property. The Unit is currently reactive, but Chief Bowen's goal is to increase HOST Unit coverage to 10-hour days, 6 days a week, to assist with accomplishing the Unit's mission. The HOST Unit was implemented approximately two years ago. Chief Bowen summarized how the Unit has been effective and successful in impacting the homeless community moving toward long-term results. A question-and-answer session ensued among Council and City staff regarding the HOST Unit and homelessness issues.

Continuum of Care. Sam Huddleston, Assistant City Manager, stated United Way leads the Continuum of Care, a requirement of HUD, which is a collaborative organization of agencies providing services to reduce an overlap among services.

Journey Home. Discussion ensued regarding Journey Home's new facility and further assistance to the homeless community. Jennifer Brown, City Recorder/ Finance Director, stated that the Community Investment Trust cannot fund Journey Home's capital campaign. The Community Investment Trust guidelines state it will not fund any capital campaigns including major projects.

Discussion continued regarding trespass on private property, panhandling and possible approaches to these and other homelessness issues such as early intervention. Mr. Wade suggested funds for homeless issues have follow-up associated with them, to ensure agencies are doing what they say they are doing. Mr. Tindall indicated that the Community Investment Trust implemented measures to include accountability for funds awarded and used. Mr. Tindall stated homelessness is a nationwide problem and as we work to solve it, someone else comes to take the last person's place in line, creating an endless supply of need. There is a balance that is difficult to achieve because the problems keep growing. Mr. Tindall suggested managing what we have, contributing to organizations that have some effectiveness, and understanding that we alone can't solve this problem. Vice Mayor Shacklett suggested government have more responsibility to coordinate efforts, provide leadership and help with organizational collaboration toward solving homelessness issues, instead of only providing funding.

Mr. Wright inquired about increased panhandling activity. Mr. Tindall stated panhandling is endemic with homelessness, but the City has an ordinance to interrupt that activity from a safety standpoint. If private property owners are having problems with panhandling, they should reach out to the Murfreesboro Police Department (MPD) regarding trespass. The MPD is doing what it can to mitigate panhandling.

Mayor McFarland stated the key organizations dealing with homelessness in our community include Greenhouse Ministries, Journey Home, Salvation Army, Cold Patrol, and Doors of Hope.

6. Gateway Design Overlay (GDO). Greg McKnight, Executive Director of Development Services, presented several maps of Gateway Design Overlay (GDO-4) and proposed areas to add GDO-4 zoning. Councilmember Wright requested Mr. McKnight evaluate adding a GDO Overlay on Church Street and Northwest Broad Street. The current GDO-4 area runs along Northwest Broad Street from Old Fort Parkway to West Clark Boulevard. There are four areas of the Gateway Design Overlay: GDO-1, GDO-2, GDO-3, and GDO-4. GDO-4 is the least restrictive of the four GDO overlays. Discussion ensued regarding how GDO zoning restrictions would affect businesses, economic development, and improving the character, appearance and access to the proposed areas. Sam Huddleston, Assistant City Manager, suggested the possibility of a redevelopment overlay and discussion continued. Mr. McKnight will continue to review overlays for the area and encourage properties to be remodeled.

7. Planning Process and Workflow. Mayor McFarland requested an update on filling the Planning Director position. Greg McKnight, Executive Director of Development Services, provided an

update on the application process and candidate interviews. He stated the interview panel will meet to discuss interview ratings and move forward with filling the Planning Director position.

Mayor McFarland inquired about how to address Planning Commission members voting and recommending items to Council that are opposed by the two Council member representatives on Planning Commission. Typically, after that type of approval and recommendation happens, the item goes to Council for review and approval and is denied. Craig Tindall, City Manager, provided information regarding Planning Commission authority and suggested Council consider the people appointed to the Planning Commission and whether they align with Council in making decisions.

Greg McKnight, Executive Director of Development Services, and Sam Huddleston, Assistant City Manager, presented documents entitled "Murfreesboro 'Site Plan Review' Flow Chart (Section 7 & 27 in Zoning Ordinance)" and "Site Plan Review Process (Deadlines, Meeting Dates, Tasks & Involved Parties)." Discussion ensued regarding the process used by Planning staff to review and recommend plans to Planning Commission and Council, how to improve different steps in the process and getting Planning staff, Planning Commission and Council to better align for more efficient, productive and consistent outcomes.

Discussion ensued regarding term limits for boards and commissions.

Council Directive to Staff. Mayor McFarland directed City staff to: (1) develop term limit recommendations for boards and commissions (Adam Tucker, City Attorney), (2) monitor the Planning Department workflow process and continue updating it as needed, and (3) schedule a Joint Workshop Meeting of Council and Planning Commission to review and discuss examples of plans where the Council and Planning Commission have differed.

8. Property Tax.

8a. Annual Appraisals. Craig Tindall, City Manager, stated the State Comptroller is recommending changing the assessment period from every four years to every one to two years in fast-growing areas. Jennifer Brown, City Recorder/ Finance Director, stated the Comptroller is encouraging Rutherford County to move down to an annual assessment. Rob Mitchell, Rutherford County Property Assessor, Teb Batey, Rutherford County Tax Assessor, and City Finance staff have discussed moving reappraisals to every two years. City staff have requested Rutherford County Property Assessor provide bills for assessment services to the City every year instead of every four years.

8b. Tax Freeze Income Limit Increase. Jennifer Brown, City Recorder/ Finance Director, stated Rutherford County adopted a tax freeze income limit increase allowing the State-allowed

maximum income limit of $60,000, effective next tax year for eligible senior citizens. Eligibility requirements include those 65 or older, primary residence and limited to the first five acres. The tax freeze application is required to be submitted annually. For 2023's tax role, there are 868 people enrolled in the tax freeze at the $47,570 limit, under the new $60,000 limit, it is hard to estimate an increase in enrollment next year. Announcements and press releases will be made regarding the tax freeze income limit increase and how to apply.

10. Affordable Housing. Agenda Item 10 was not discussed specifically during this meeting.

11. Other Business.

Solid Waste Interlocal Agreement. Mayor McFarland commended Darren Gore, Assistant City Manager/ Water Resources Director, for presenting to the Rutherford County Commission and getting a Resolution passed regarding solid waste. Mayor McFarland stated the only group that can limit outside trash in the City of Murfreesboro is the Central Tennessee Solid Waste Board; statutorily Rutherford County cannot tell the City what solid waste can come into the City.

Mayor McFarland requested City staff prepare a Solid Waste Interlocal Agreement with Rutherford County regarding servicing sewer to a future Northern Transfer Station. Darren Gore, Assistant City Manager/ Water Resources Director, stated the Interlocal Agreement would be for operational purposes. Discussion ensued regarding solid waste handling and the amount of solid waste needed to justify a transfer station.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 3:40 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: FY26 Budget Amendment [Second and Final Reading]

Department: Finance

Presented by: Erin Tucker, CFO/City Recorder

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider amendment to the City's FY26 Budget Ordinance on second and final reading.

Staff Recommendation

Approve Ordinance 25-O-32, amending the City's budget.

Background Information

FY25 Reserve Adjustments

The FY26 Budget includes carryforward of funding from FY25 that were budgeted but not spent before June 30, 2025. The budgeted carryforward should be adjusted as follows:

General Fund:

The FY25 Budget estimated $10.2 million in expenses carried forward from the FY25 Budget. Once the financial records' year-end closing process completed, actual carry-forward expenses total $10.8 million, resulting in $624,367 in adjustments to use of Assigned fund balances. The details are listed in Attachment 2.

FY25 CIP Projects

The FY26 Budget included $35 million for FY25 CIP projects carrying forward for capital projects. After reconciling the year-end balances, the actual amount of carryforward is $32.1 million, resulting in a decrease to use of Assigned Fund Balance of $2.9 million. The details are listed in Attachment 2.

MED Funded Projects

The FY26 Budget included $46.5 million for MED funded projects carrying forward for capital projects and $5 million in FY26 proceeds. After reconciling the year-end balances, the actual amount of carryforward is $41.3 million, resulting in a decrease to use of Assigned Fund Balance of $5.2 million. The total amount budgeted for MED Projects includes the revised $41.3 million in carryforward plus the $5 million in new proceeds in FY26, for a total of $46.3 million included in the FY26 budget. The details are listed in Attachment 2.

FY26 Adjustments

Bloomfield Golf received a $10,000 donation to be used for turf replacement in FY25. These funds need to be budgeted to use towards the capital expense.

Council Priorities Served

Responsible Budgeting

The budget amendments reflect the City's increased revenues and expenses.

Fiscal Impact

The amendment for the prior-year and current year adjustments to the City's FY26 General Fund budget results in an increase in the use of Assigned fund balances of $624,367.

The amendment for the FY25 CIP projects result in a decreased use of $2.9 million of Assigned Fund balances (CIP projects).

The amendments for the MED funded projects result in a decreased use of $5.2 million of Assigned fund balances (MED Sale Proceeds).

The amendment for the use of designated Golf donations results in a use of $10,000 of Assigned fund balance (Jr. Golf).

Attachments

1. FY26 City Budget Ordinance 25-O-32 and Exhibit A
2. Budget Amendment details

ORDINANCE 25-O-32 amending the Fiscal Year 2026 (hereafter "FY2026") Budget (1st Amendment).

WHEREAS, the City Council adopted the FY2026 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 25-O-09, on June 5, 2025 to implement the FY2026 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2026 Budget adopted by this Ordinance to incorporate expenditure decisions made during the fiscal year.

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

SECTION 1. The FY2026 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2026 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

_____
Adam F. Tucker
City Attorney

SEAL

PAGE INTENTIONALLY LEFT BLANK

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Fund				
Expenditures				
	Assigned - Prior Year Carryforward			
G.I.S.	Computer Equipment	$ 21,000	$ 7,913	$ (13,087)
Planning	Professional Services - DA21	$ 347,855	$ 579,590	$ 231,735
Planning	Professional Services	$ 287,145	$ 175,945	$ (111,200)
Planning	Office Machinery & Equipment	$ 24,000	$ -	$ (24,000)
Police	Repair & Maintenance - Firing Range	$ 198,000	$ 408,764	$ 210,764
Infrastructure	Towne Creek	$ 2,714,915	$ 2,704,656	$ (10,259)
Parks & Recreation	Parks & Recreation Facilities	$ 3,000,000	$ 3,164,851	$ 164,851
Community Development	Administration	$ 200,000	$ 152,778	$ (47,222)
Department Transfers	Transfer to Airport - CHNG	$ 1,190,000	$ 1,178,907	$ (11,093)
Parks & Recreation	Building Expense - DA21	$ -	$ 73,748	$ 73,748
	Assigned - CIP Projects			
Police	Transportation Equipment - CIP	$ 386,634	$ 222,772	$ (163,862)
Police	Computer Equipment - CIP	$ 510,500	$ 84,579	$ (425,921)
Solid Waste	Building Expense - CIP	$ 23,974,500	$ 21,772,353	$ (2,202,147)
Parks & Recreation	Parks & Recreation Facilities - CIP	$ 160,000	$ 69,000	$ (91,000)
	Assigned - AR24 Expenses			
Police	Machinery & Equipment	$ 314,400	$ 6,840	$ (307,560)
Police	Transportation Equipment	$ 69,329	$ 303,521	$ 234,192
Police	Computer Equipment	$ -	$ 60,000	$ 60,000
Fire	Other Improvements	$ 10,000	$ -	$ (10,000)
Fire	Machinery & Equipment	$ 91,261	$ -	$ (91,261)
Fire	Computer Equipment	$ 78,084	$ 91,705	$ 13,621
Parks	Other Improvements	$ 1,494,174	$ 1,720,113	$ 225,939
Parks	Buildings Expense	$ -	$ 35,200	$ 35,200
	Assigned - MED Expenses			
Infrastructure	Other Improvements	$ 42,125,000	$ 36,931,516	$ (5,193,484)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
	Restricted			
Bloomfield Golf	Other Improvements (from Donation - Jr. Golf)	$ -	$ 10,000	$ 10,000
				$ (7,442,046)
CHANGE IN RESERVED, RESTRICTED, AND ASSIGNED FUND BALANCE		$ (110,312,894)	$ (102,870,848)	$ (7,442,046)
CHANGE IN UNASSIGNED FUND BALANCE		$ (5,802,524)	$ (5,802,524)	$ -
	ESTIMATED ENDING FUND BALANCE	$ 123,364,355		
	Adjustments for FY25 Closing Entries			
	TOTAL ESTIMATED ENDING FUND BALANCE	$ 123,364,355	$ 130,806,401	$ 7,442,046

Budget Amendment Details

Page 1

Project	Funding Source	FY26 Original Budget	FY26 Revised Budget	Adjustment
Front Vine	General Fund MED	6,925,000	1,731,516	(5,193,484)
Towne Creek	General Fund MED	2,875,000	2,875,000	-
Memorial	Transportation MED	3,900,000	3,900,000	-
Old Fort	Transportation MED	25,000,000	25,000,000	-
Rutherford	Transportation MED	6,300,000	6,300,000	-
Hwy 96 Ballfield	General Fund MED	1,500,000	1,500,000	-
Veterans Park	Parks MED	5,000,000	5,000,000	-
				(5,193,484)

Project	Funding Source	FY26 Original Budget	FY26 Revised Budget	Adjustment
Police vehicles	FY25 CIP	386,634.05	222,771.90	(163,862)
Police Radio Equipment & Software	FY25 CIP	510,500.00	84,579.44	(425,921)
Solid Waste Transfer Station	FY25 CIP	23,974,500.00	21,772,352.84	(2,202,147)
FY25 CIP - COMPUTER EQUIPMENT	FY25 CIP	772,000.00	772,000.00	-
FY25 CIP - CITY HALL RENOVATIONS	FY25 CIP	2,000,000.00	2,000,000.00	-
FY25 CIP - TURNOUT GEAR	FY25 CIP	487,085.40	487,085.40	-
FY25 CIP - MEMORIAL BLVD SIGNAL UPGRADE	FY25 CIP	450,500.00	450,500.00	-
FY25 CIP - RUTHERFORD BLVD ASCT	FY25 CIP	161,150.00	161,150.00	-
FY25 CIP - TOWNE CREEK(FROM ADD'L CITY FACILITIES)	FY25 CIP	2,000,000.00	2,000,000.00	-
Adams Tennis Improvements	FY25 CIP	160,000.00	69,000.00	(91,000)
FY25 CIP - DUAL AXLE DUMP TRUCK	FY25 CIP	255,000.00	255000	-
FY25 CIP - HWY 96 BALLFIELDS	FY25 CIP	3,779,850.00	3,779,850.00	-
FY25 CIP - PAVING	FY25 CIP	50,000.00	50,000.00	-
FY25 CIP - AERA-vator tractor	FY25 CIP	20,000.00	20,000.00	-
FY25 CIP - ROOF (USE REMAINING BALANCE FOR THIS)	FY25 CIP	17,567.20	17,567.20	-
				(2,882,930)

Project	Funding Source	FY26 Original Budget	FY26 Revised Budget	Adjustment
GIS Computers	Assigned - PY Carryforward	21,000	7,913	(13,087)
Planning - Cherry Lane Bubble Plan-DA21	Assigned - PY Carryforward	347,855	579,590	231,735
Planning - Cherry Lane Bubble Plan	Assigned - PY Carryforward	167,145	(65,484)	(232,629)
Planning - Siegel Entertainment District study (from Special Census)	Assigned - PY Carryforward	120,000	241,429	121,429
Planning - Other Studies (from Special Census) - Design Guideline Update	Assigned - PY Carryforward	78,245	78,245	-
Planning - Shelving	Assigned - PY Carryforward	24,000	-	(24,000)
Police - RCSO Outdoor Range Repairs	Assigned - PY Carryforward	198,000	408,764	210,764
Towne Creek	Assigned - PY Carryforward	2,714,915	2,704,656	(10,259)
Parks & Recreation - Veterans Park	Assigned - PY Carryforward	3,000,000	3,164,851	164,851
Community Development - Downtown Study	Assigned - PY Carryforward	200,000	152,778	(47,222)

Transfer to Airport - Prep Private Hangar Pads	Assigned - PY Carryforward	1,190,000	1,178,907	(11,093)
Legal - Scanning Files Project	Assigned - PY Carryforward	75,000	75,000	-
Parks - MPS Fencing and SportsCom Plaster- DA21	Assigned - PY Carryforward	-	73,748	73,748
			8,600,397	**464,237**

Project	Funding Source	FY26 Original Budget	FY26 Revised Budget	Adjustment
Carryforward - Remaining 2023 model vehicles for buildout/striping/equipment	AR24	383,729	303,521	(80,208)
Station 3 Bay Doors	AR24	-	-	-
Carry forward - additional fencing	AR24	10,000	-	(10,000)
Carry Forward - Special Ops Equipment	AR24	91,261	-	(91,261)
Falcon Ex ignitor and Falcon Ex controler	AR24	-	-	-
Carry forward - Pre-emption Project	AR24	78,084	91,705	13,621
Renos to outdoor tennis at old fort park	AR24	-	15,648	15,648
FY25 Carryforward Patterson-Playgrounds, Pavilion,	AR24	1,248,000	1,360,850	112,850
FY25 Carryforward OF Park Ballfield & parking	AR24	246,174	270,000	23,826
Vesta 911 Command Post Laptops	AR24	-	60,000	60,000
Bathroom and Pavilion renos and Cannonsburg new flooring	AR24	-	35,200	35,200
MISC Police from various projects + $661.15 never budgeted	AR24		6,840	6,840
MISC Parks & Rec from various projects over/under budget + contengincy	AR24		73,615	73,615
				160,131

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Rezoning property along January Street [Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider rezoning approximately 0.3 acres located along January Street north of Bridge Avenue.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this rezoning on July 9, 2025.

Background Information

Abiodun Adefurin presented a zoning application [2025-409] for approximately 0.3 acres located along January Street to be rezoned from RS-8 (Single-Family Residential District) to CL (Local Commercial District). During its regular meeting on July 9, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On August 21, 2025, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will support the use on the recently redeveloped lot, which will potentially spur further redevelopment in this area.

Attachments:

Ordinance 25-OZ-25

Docusign Envelope ID: ED3F5C18-5C1C-4FDB-977F-0256D39C6389

ORDINANCE 25-OZ-25 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.3 acres located along January Street from Single-Family Residential Eight (RS-8) District to Local Commercial (CL) District; Abiodun Adefurin, applicant, [2025-409].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Local Commercial (CL) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL

Docusign Envelope ID: ED3F5C18-5C1C-4FDB-977F-0256D39C6389

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Sewer Allocation Variance- Cason Lane

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approve the variance request allowing higher single-family unit equivalent density (sfu) by approximately 37 sfu's for a proposed townhome development with two commercial outparcels.

Background Information

The Planning Commission conducted a public hearing on August 6th for the rezoning of approximately 17.26 acres along the west side of Cason Lane just north of New Salem Highway to PUD (Planned Unit District), after which it recommended approval to City Council. The current zoning is CF (Commercial Fringe District) and OG (Office General District). The proposed PUD zoning plan includes 94 single-family attached townhome units and two commercial outparcels. The City Council is scheduled to conduct a public hearing on the rezoning on October 2nd. The proposed PUD zoning only allows 4 single family unit equivalents (sfu) per acre.

The entire development is ≈17.26 acres in size, allowing for only 69 sfu. The anticipated usage is approximately 106 sfu; therefore, the proposed development requires a variance from the allowable estimated sewer flow. As an aside, by way of comparison, if the applicant requested PCD zoning for the commercial outparcels and PRD zoning for the townhome portion of the development instead of the PUD zoning requested for the entire development, then no variance would be needed for the townhome development because PRD zones are allotted 7 sfu per acre. At 14.84 acres for the townhome portion of the development, PRD zoning would be allowed 104 sfu -- 10 more than the 94 sfu proposed under the PUD zoning.

MWRD finds that the system can handle the increased flow from this development. Planning Staff recommends the requested variance is justified by the job creation and tax revenue. If City Council approves the variance request, Staff recommends that it be conditioned upon Council's approval of the companion zoning request, as one would be moot without the other.

Council Priorities Served

Improve economic development

The proposed commercial outparcels will create jobs within the community and provide the City and MWRD additional revenue. In addition, the proposed residential component of the PUD will provide additional opportunities for home ownership in the Cason Lane/New Salem Highway area.

Concurrence

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The development will generate tax and fee revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Concept site plan
3. Memo from MWRD

RaganSmith
a Pape-Dawson company

August 22, 2025

Mr. Ben Newman

City of Murfreesboro

111 W. Vine St.

Murfreesboro, Tennessee 37130

RE: Cason Lane PUD

Murfreesboro, TN

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along Cason Lane. (Parcel ID: 114 00407). The property is approximately 17.26 acres and is currently split zoned CF and OG but anticipates a rezone to PUD.

The sewer allocation ordinance allows for 2.5 SFUE/AC sewer flow for CF property and 2.5 SFUE/AC sewer flow for OG property (Current zoning 11.65 ac CF zoning and 5.61 ac OG zoning). For the total property, the allocation ordinance for the existing zoning would allow 43 SFUE.

A Rezoning to PUD would allow 4 SFUE/AC which is equivalent to **69 SFUE**

The projected average sewer usage for the proposed PUD is **106 SFUE**

94 Townhomes (14.84 acres): 94 SFUE

1 Commercial Lot (1.38 acres): 6 SFUE

1 Commercial Lot (1.29 ac): 6 SFUE

Given this information, our client Lennar is requesting a variance from the sewer allocation ordinance to grant **an additional 37 SFUE of sewer flow** for this PUD.

We appreciate the opportunity to present this variance and believe, if approved, the project will create additional commercial opportunities that benefit the surrounding residents, generate additional revenue for the City from property taxes and sales taxes, and will fill in a vacant gap in development with a site that compliments the surrounding character.

If you have any questions or need additional information, please contact me at tfischer@ragansmith.com.

Sincerely,

Tylor Fischer, PLA

Landscape Architect

NASHVILLE
315 Woodland Street
P.O. Box 60070
Nashville, TN 37206

CHATTANOOGA
35 Station Street
Chattanooga, TN 37408

MURFREESBORO
1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129

FRANKLIN
4068 Rural Plains Circle
Suite 290
Franklin, TN 37064

MASTERPLAN

ANTICIPATED PHASING

PHASE 1 - RESIDENTIAL AREA (94 TOWNHOME UNITS)
- COMMON OPEN SPACE CONSTRUCTED: 4.20 AC (100% OF PROPOSED)

PHASE 2 - COMMERCIAL OUTPARCEL 1
- NO OPEN SPACE INCLUDED

PHASE 3 - COMMERCIAL OUTPARCEL 2
- NO OPEN SPACE INCLUDED

ANTICIPATED DEVELOPMENT SCHEDULE

JUNE 2025:	REZONING SUBMITTED TO PC
AUGUST 2025:	REZONING APPROVED BY PC
OCTOBER 2025:	REZONING APPROVED BY CITY COUNCIL
NOVEMBER 2025:	PRELIMINARY PLAT SUBMITTED TO PC
DECEMBER 2025:	PRELIMINARY PLAT APPROVED BY PC
JANUARY 2026:	CONSTRUCTION DOCUMENTS SUBMITTED
FEBRUARY 2026:	GRADING PERMIT ISSUED/ CD APPROVAL

FEBRUARY 2026 - FEBRUARY 2027
PHASE 1 (TOWNHOMES) CONSTRUCTION
100% OF OPEN SPACE CONSTRUCTED

FEBRUARY 2027 - FEBRUARY 2027
PHASE 2 & 3 (COMMERCIAL OUTPARCELS) CONSTRUCTION

TIMING OF ANY OFFSITE IMPROVEMENTS SHALL OCCUR PER THE TRAFFIC IMPACT STUDY

0 100 200

. . . creating a better quality of life

MEMORANDUM

DATE: September 10, 2025

TO: Ben Newman

FROM: David Pendley/Valerie Smith

SUBJECT: Cason Lane PUD
Sewer Allocation Ordinance (SAO)
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer model of the upper reaches of the Basin MF11A sewer system, upstream of the Hidden River Development, there was capacity for 3473 connections on 979+/- acres as of January 1, 2023. This acreage included parcels both inside and outside the City within the Basin. This is an average of 3.5 sfu's/acre.

Below is a table explaining what sewer connections have been reserved by paying the sewer reservation fee compared to the number of site plans/subdivisions approved by Planning but have not reserved sewer capacity.

	Proposed (sfu's)	**Remaining Connections (sfu's)**
Total Connections Available (sfu's)		3,473
Total Paid Sewer Reservations including Still Waters, Salem Towne Townhomes & Prater Farms (Bell Tower & Shalom Farms excluded)	895	2,578
Site Plan Approved by Planning (774 sfu's) + Additional Sewer Reserved (457 Still Waters)	(774+457) = 1231	1,347
Total Requested by Cason Lane PUD	106	**1,241**

Water Resources Department
316 Robert Rose Drive * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

Property Inside City Limits Only	Remaining Developable Acreage	Potential SFU (80%) (Using Current Zoning)
	Approx. 176	715

The property consists of 5.61 acres of existing Office (OG) zoning (allotted 2.5 sfu/acre) and 11.65 acres of Commercial (CF) zoning (allotted 2.5 sfu/acre), so per the sewer allocation ordinance the property is allowed 43 sfu's. The Developer proposes a zoning change to Planned Unit District (PUD) zoning (allotted 4.0 sfu/acre). This zoning request went to Planning Commission at the August 6th meeting and there was a recommendation of approval by the Commission and a request for a public hearing at the Oct. 2nd City Council meeting. If the zoning request is approved, the development will be allowed 69 sfu's. Just by the zoning change they are able to develop the property with 26 more sfu's.

At this time, the developer is requesting a variance over and above what the requested zoning allows per the sewer allocation ordinance. They are requesting a variance of an additional 37 sfu's over and above the 69 sfu's for a total of 106 sfu's. If granted the variance, the average sfu/acre would be 6.14 sfu's/acre.

By approving the variance request and subsequently the zoning request for this development, staff determined that Basin 11A's sewer connection capacity will be reduced by 106 single-family unit (sfu) connections based on estimated water usage data and is determined to be 27,560 gallons per day (gpd) or 106 sfu's/day.

This approval will result in 1,241 available connections remaining for future development if all plans that have been approved by the Planning Department are developed including those properties that have reserved sewer capacity by paying 10% of the sewer connection and sewer assessment district fees.

The Salem Barfield corridor is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: 25-R-21 Updating City Social Media and Internet Posting Policy

Department: Communications

Presented by: Alan Bozeman, Communications Director

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Updates to the City Social Media and Internet Posting Policy.

Staff Recommendation

Approve Resolution 25-R-21

Background Information

The original City Social Media and Internet Posting Policy was adopted in 2011 as Resolution 11-R-04. This recommended Policy update reflects changes in social media platforms, usage trends, legal consideration, and communications strategies over the past decade.

The updated policy provides clearer definitions of Inappropriate Content that should not be posted on City-managed websites or social media platforms.

It outlines what constitutes Inappropriate Social Media Public Comments that are not protected by the First Amendment and may be removed, along with proper procedures for doing so.

The policy now includes detailed guidance on when and how individuals may be blocked or banned from City social media accounts, ensuring compliance with legal standards and transparency.

The policy continues to align with the City's records retention and public record request requirements.

Council Priorities Served

Establish strong City brand

The City Social Media and Internet Posting Policy supports the City brand

Fiscal Impact

None

Attachment

Resolution 25-R-21

Docusign Envelope ID: 93833D45-AE6E-4CCC-B827-8CE75B01AD5D

RESOLUTION 25-R-21 updating the City of Murfreesboro Social Media Use and Internet Posting Policy regarding the use of social media by the City and its employees, officials and citizens.

WHEREAS, the City of Murfreesboro has historically sought to provide information about its activities to citizens through print, television, and online media; and,

WHEREAS, the City has an interest in continuing and expanding its information flow to, and civic engagement with, citizens; and,

WHEREAS, the prevalence of online social media has made personal expression on public websites feasible; and

WHEREAS, the establishment of clear rules and guidelines should enable social media to be used by the City, its employees, its officials and its citizens in compliance with state and federal laws and rights.

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

SECTION 1. The City of Murfreesboro, Tennessee hereby adopts the following Social Media Use and Internet Posting Policy as its official policy.

SOCIAL MEDIA USE AND INTERNET POSTING POLICY

SECTION 1. APPLICABILITY

1.1. This policy applies to every employee, whether part-time or full-time, currently employed by the City in any capacity who posts any material whether written, audio, video or otherwise on any website, blog or any other medium accessible via the internet.

1.2. It also applies to every official, whether part time or full time, currently holding City office who posts any such material in their official capacity or in a manner that is reasonably deemed to be in their official capacity.

1.3. For purposes of this policy, “social media” is content created by individuals using accessible and scalable technologies through the internet. Examples of social media include but are not limited to: Facebook, blogs, RSS, YouTube, X, Linkedin, Nextdoor, and Instagram.

1.4 This policy shall be applied only to the extent permitted by and in a manner consistent with the United States and Tennessee constitutions.

Docusign Envelope ID: 93833D45-AE6E-4CCC-B827-8CE75B01AD5D

SECTION 2. CITY OWNED OR CREATED SOCIAL MEDIA

2.1. The City maintains an online presence. An employee or official may not characterize himself or herself as representing the City, directly or indirectly, in any online posting unless pursuant to the written policies of the City.

2.2. All City social media sites/accounts/pages directly or indirectly representing that they are an official site or statement of the City must be created pursuant to this policy for City Council members official social media sites/accounts/pages and pursuant to the Employee Handbook Section 6013 Social Media and Website Guidelines ("Guidelines") for all other City officials and employees and be connected to the City social media archive system for City records retention.

2.3. The City's primary and predominant internet presence shall remain www.murfreesborotn.gov and no other website, blog or social media site/account/page shall characterize itself as being the City's primary or home internet site.

2.4. Before any City social media site/account/page is created by City officials (other than City Council) and employees, known as Authorized Users, must follow the Employee Handbook Section 6013.

2.5. Whenever possible a social media site/account/page of the City shall link or otherwise refer visitors to the City's main website.

2.6. In addition to this policy, all City social media sites/accounts/pages shall comply with all applicable City policies and state laws dealing with City publications.

2.7. A City social media site/account/page shall also contain a clear and conspicuous statement that the purpose of the site is to serve as a mechanism for communication between the City and its citizens and that all postings are subject to review by the City. The following is Inappropriate Content whether in the form of text, image, audio, or video and appears as an original post, comment, or link to content on another Internet or social media site/account/page and includes:

2.7.1. Content that is profane, obscene, violent, sexually explicit, or pornographic;

2.7.2. Content that promotes, fosters, perpetuates discrimination on the basis of race, creed, color, age, religion, marital status, receipt of public assistance, national origin, physical or mental disability, or any other legally protected classification or category;

2.7.3. Content violates the terms of use and rules established by a social media provider (e.g, Facebook, prohibits attacks based on a person's "race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition");

Docusign Envelope ID: 93833D45-AE6E-4CCC-B827-8CE75B01AD5D

2.7.4. Content that may tend to compromise the safety or security of public system and structures, any individual or the public in general;

2.7.5. Content that violates a legal ownership (e.g., copyright, patent, trademark) of any other individual or entity;

2.7.6. Content that attacks, insults or otherwise threatens any person or organization;

2.7.7. Content that violates any federal, state or local law or encourages any illegal activity;

2.7.8. Content soliciting commerce by a non-City entity, including but not limited to the advertising of any business or product for sale.

2.8 The following Inappropriate Public Comments not protected by the First Amendment whether in the form of text, image, audio, or video on a City social media site/account/page, may be immediately removed and includes

2.8.1. Comments expressly advocating direct violence or other illegal activity;

2.8.2. Comments containing or linking to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value;

2.8.3. Comments that expressly encourage or advocate the City to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class;

2.8.4 Comments containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts;

2.8.5. Comments that contain images or other content that violate the intellectual property or copyright of someone else, if the owner of that property notifies the City that the property was posted in a comment on the City social media account;

2.8.6. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, or browser;

2.8.7. Comments containing links to any website/social media not controlled by the City ;and

2.8.8. Duplicate comments posted repeatedly within a short period of time.

2.9. The following must be posted as a comment on the original post after removing a comment: “The City of Murfreesboro has removed comments violating the City of Murfreesboro Social Media and Internet Policy. A copy of the City’s Social Media and Internet Posting Policy, which includes a description of what

Docusign Envelope ID: 93833D45-AE6E-4CCC-B827-8CE75B01AD5D

constitutes Inappropriate Public Comment not protected by the First Amendment, is available at www.murfreesborotn.gov."

2.10. When a public comment includes an Inappropriate Public Comment by the same user on three or more occasions within a twelve-month rolling period, a City Council member and an Authorized User in consultation with the Communications Director (or their designee) may block or ban the offending user from their social media site/account/page where the violations occurred. The City Council member or Authorized User who blocked/banned the user, will (a) reasonably attempt to notify the user; (b) describe the violation(s) and (c) explain the appeal process.

2.11. A user whose comment has been removed or who has been blocked/banned may appeal to the City. To appeal a removal of a comment or being blocked/banned from a site, the user should submit a letter or email to the Communications Department explaining their case for review. If the appeal is successful, the comment may be added back or the user will be unblocked/unbanned from the social media site/account/page. If the appeal is not successful the decision stands.

2.12. The City will approach the use of social media tools, software, hardware and applications in a manner which is consistent citywide.

2.13. The City must be able to immediately edit or remove content and Inappropriate Public Comments from its social media sites/accounts/pages

2.14. The posting and commenting terms of use for all City and department social media sites/accounts/pages should be based on the following standard terms of use template:

> This is the official [website, Facebook page, X account] of [the City of Murfreesboro, TN or the (Murfreesboro Mayor/City Councilmember (Name), or the Murfreesboro (Department Name), of the City of Murfreesboro, TN]. This [site/page/account] is intended to serve as a mechanism for communication between the public and [City/Department/Mayor/City Councilmember] [if appropriate, add list of approved topics; e.g., recreation].
>
> Comments posted to this site will be monitored. The [City/Department/Mayor/City Councilmember] reserves the right to remove postings and comments that violate any applicable laws or the City of Murfreesboro's Social Media Use and Internet Posting Policy, a copy of which is available at [insert hyperlink]. All postings and [comments/replies/direct messages] to this [site/page/group/account] are public records of the City of Murfreesboro and may be subject to disclosure under Tennessee's Public Records Act, Tenn. Code Ann. §§ 10-7-501 et seq.

Docusign Envelope ID: 93833D45-AE6E-4CCC-B827-8CE75B01AD5D

Neither the City nor the [*Department/Mayor/City Councilmember]* endorse or sponsor any advertising posted by the Social Media host on this site. The Social Media host is a private entity, and the privacy terms established by that entity apply to this site. The City does not guarantee the reliability or accuracy of any third-party link, and the City reserves the right to remove any link or [*comment/reply/conversation*] that is prohibited by or inconsistent with the City's Social Media Use and Internet Posting Policy.

2.15. Whenever possible the posting and commenting terms of use of shall appear on the site's/account's/page's information page (e.g., on Facebook, the account's "About" page). When it is not practicable or technically feasible to post the Posting and Commenting Terms of Use on the site itself, the site/account/page shall contain a link to the site's Posting and Commenting Terms of Use available on the City's official website.

SECTION 3. NON-CITY SOCIAL MEDIA SITES

3.1. An employee or official may not characterize himself or herself on a non-City social media site/account/page as representing the City, directly or indirectly, in any online posting unless pursuant to the written policies of the City and, if an employee, the direction of a supervisor.

3.2. When posting in a non-official capacity on a non-City site, an employee or official shall not unnecessarily identify themselves as an official or employee of the City. However, an employee or official does not violate this policy by stating the type of position held and the employer's name as basic identifying information, e.g. opening a Facebook account. When the identity of an employee or official posting on a non-City social media site is apparent, the employee or official shall clearly state that he or she is posting in a private and/or unofficial capacity.

3.3. The use of a City email address, job title, uniform, official City name, seal, logo or letterhead shall be deemed an attempt to represent the City in an official capacity. Other communications leading an average viewer to conclude that a posting was made in an official capacity shall also be deemed an attempt to represent the City in an official capacity.

3.4. Executive Directors and/or Department Directors may allow or disallow employee participation in non-City social media activities as part of their job duties in accordance with this policy and rules and guidelines developed hereunder.

3.5. Postings made in an official capacity shall be subject to the Tennessee Public Records Act, including any official postings on a non-City social media site.

Docusign Envelope ID: 93833D45-AE6E-4CCC-B827-8CE75B01AD5D

3.6. An employee or official posting on a social media site shall take reasonable care not to disclose any confidential information in any posting. An employee or official posting on a social media site shall not disclose any non-public information (e.g. another employee's personal identifying information).

SECTION 4. OPEN MEETINGS ACT

No official of the City shall use a City owned or created social media site/account/page or a non-City social media site/account/page to discuss or deliberate any matter with another City official when such communication is or could reasonably be deemed to be in violation of the Open Meetings Act, T.C.A. §8-44-101 et.seq., commonly known as "the Sunshine Law".

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

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Resolution 25-R-26 Schools FY26 Budget Amendment #1

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Consider schools budget amendment #1 to the FY26 Federal Projects fund.

Staff Recommendation

Approve Resolution 25-R-26 amending the FY26 Federal Projects fund as presented.

Background Information

On September 9th, the Murfreesboro City School Board approved budget amendment #1 for new revenue of $123,901.

This amendment recognizes new revenue for the Early Literacy PreK Teacher Stipend and Title IX McKinney-Vento grant. The new revenue will have related expenditures covering stipends for PreK teachers who completed the Foundations First training and corresponding expenditures related to the McKinney-Vento program for a Students in Transition Liaison, contracts and supplies.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

Recognition of new revenue and corresponding expenditures in the amount of $123,901. This will not affect fund balance.

Attachments

1. Resolution 25-R-26
2. Exhibit A: MCS Budget Amendment #1

Docusign Envelope ID: 48EDADCA-7739-4DB3-AB0A-EE8E86280E27

RESOLUTION 25-R-26 amending the Fiscal Year 2026 (hereafter "FY2026") Murfreesboro City Schools Budget (1st Amendment).

WHEREAS, the City Council adopted Resolution 25-R-08 on June 5, 2025 to implement the FY2026 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2026 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2026 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

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

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E31F0401...
Adam F. Tucker
City Attorney

Murfreesboro City Schools Budget Amendment (#1)

BOE Approval 9/09/2025

Federal Projects Fund 142
Fiscal Year 2025-26

Exhibit A to Resolution 25-R-26

Account Description		BUDGET AS PASSED OR PREV AMENDED		AMENDED BUDGET		AMENDMENT INCREASE (DECREASE)
Revenues						
Early Literacy PreK Teacher Stipend	$	-	$	12,000	$	12,000
Total Increase in Revenues	$	-	$	12,000	$	12,000
Expenditures						
Other Salaries & Wages	$	-	$	12,000	$	12,000
Total Increase in Expenditures	$	-	$	12,000	$	12,000

CHANGE IN FUND BALANCE (CASH)

This amendment recognizes the Early Literacy PreK Teacher Stipend in the federal projects funds.
This grant is new revenue in the amount of $12,000, and this will fund stipends for PreK teachers who completed Foundations First training.

Murfreesboro City Schools Budget Amendment

BOE Approval 9/09/2025

Schools Federal Projects Fund 142
Fiscal Year 2025-2026

Exhibit A to Resolution 25-R-26

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
Title IX McKinney-Vento		111,901	111,901
Total Increase in Revenues $	- $	111,901 $	111,901
Expenditures			
Title IX McKinney-Vento			
Other Charges		5,801	5,801
Other Salaries & Wages		48,000	48,000
Social Security		3,500	3,500
Retirement		6,500	6,500
Life Insurance		500	500
Medical Insurance		8,300	8,300
Dental Insurance		300	300
Medicare		1,000	1,000
Communication		1,610	1,610
Travel		1,000	1,000
Other Supplies & Materials		3,540	3,540
In-Service/Staff Development		10,000	10,000
Other Equipment		3,000	3,000
Contracts with Private Agencies		10,000	10,000
Contracts with Parents		5,000	5,000
Contracts with Public Carriers		500	500
Indirect Cost		3,350	3,350
Total Increase in Expei $	- $	111,901 $	111,901

CHANGE IN FUND BALANCE (CASH)

To budget the FY26 Title IX McKinney-Vento federal grant. The allocation of $111,901 will fund the labor and benefits for the Students in Transition Liaison as well as phone, travel, supplies and materials, staff development and Indirect Costs.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Joint Resolution 25-R-27 TriStar and Ascension Saint Thomas Murfreesboro Emergency Room

Department: Administration

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Consider a resolution for HCA/Tri Star Health and Ascension Saint Thomas endorsing freestanding emergency medical facilities.

Staff Recommendation

Approve Resolution 25-R-27.

Background Information

HCA/TriStar Health and Ascension Saint Thomas have announced plans to construct a new freestanding emergency medical facility in Murfreesboro which will provide 24/7 access to emergency medical care, board-certified physicians, and advanced diagnostic services. Each have applied to the Tennessee Health Facilities Commission for certificates of need for their respective proposed facilities.

Council Priorities Served

Maintain Public Safety

The proposed TriStar Murfreesboro and Ascension Saint Thomas emergency facilities will significantly benefit Murfreesboro residents, support regional growth, and strengthen the healthcare safety net for the community.

Attachments

Resolution 25-R-27

Docusign Envelope ID: 949D20FB-2DFF-40A4-B64F-9637C847476F

RESOLUTION 25-R-27 supporting the establishment of the TriStar Murfreesboro ER and Ascension Saint Thomas Freestanding Emergency Department.

WHEREAS, Murfreesboro and Rutherford County are among the fastest-growing communities in Tennessee, with rapid population increases placing greater demand on healthcare infrastructure; and

WHEREAS, HCA/TriStar Health has announced plans to construct a new freestanding emergency medical facility in Murfreesboro affiliated with TriStar StoneCrest Medical Center, which will provide 24/7 access to emergency medical care, board-certified physicians, and advanced diagnostic services; and

WHEREAS, the proposed TriStar Murfreesboro emergency facility will be located in the southern end of Murfreesboro, bringing high-quality emergency services closer to residents in that portion of the community and reducing travel times during life-threatening emergencies; and

WHEREAS, Ascension Saint Thomas, in partnership with Murfreesboro Medical Clinic, has also announced plans to develop a new freestanding emergency medical facility as part of a larger medical and retail expansion in the Lascassas area, further increasing medical care options for residents; and

WHEREAS, HCA/Tri Star Health and Ascension Saint Thomas have each applied to the Tennessee Health Facilities Commission for certificates of need for their respective proposed facilities; and

WHEREAS, the location of these facilities will ensure that multiple regions of Rutherford County have access to advanced emergency services by expanding coverage and reducing strain on any single provider; and

WHEREAS, it is the opinion of the City Council that the proposed TriStar Murfreesboro and Ascension Saint Thomas emergency facilities will significantly benefit Murfreesboro residents, support regional growth, and strengthen the healthcare safety net for the community.

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

SECTION 1. The City Council formally supports the establishment of the TriStar Murfreesboro and the Ascension Saint Thomas emergency medical facilities as critical additions to Murfreesboro's healthcare infrastructure.

SECTION 2. The City Council acknowledges and supports continued investments by HCA/TriStar Health, Ascension Saint Thomas, and Murfreesboro Medical Clinic in Rutherford County, recognizing that multiple systems ensure greater access and choice for the community.

Docusign Envelope ID: 949D20FB-2DFF-40A4-B64F-9637C847476F

SECTION 3. The City Council encourages the Tennessee Health Facilities Commission to approve both certificate of need applications.

SECTION 4. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/18/2024

Item Title: Resolution authorizing the City to participate in the Tennessee State-Subdivision Opioid Settlement Agreements with Purdue Pharma and Eight Other Opioid Manufacturers.

Department: Legal

Presented by: Adam F. Tucker, City Attorney

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Resolution No. 25-R-28 authorizes the City of Murfreesboro to join the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Settlement Agreement with Purdue Pharma and Eight Other Opioid Manufacturers.

Staff Recommendation

Adopt Resolution No. 25-R-28

Background Information

Tennessee has joined a broad coalition of states and local political subdivisions in reaching a nationwide settlement with Purdue Pharma and Eight Other Opioid Manufacturers. In addition, the Purdue Settlement would resolve claims against the Sackler Family. If fully adopted nationally, the maximum payments to Tennessee and its qualifying local governments would be more than $122 million under the Purdue Settlement Agreement and $19 million under the Eight Manufacturer Settlement Agreement. The settlement has the same basic structure as the prior opioid settlements that the City joined in 2021, 2023, and 2024.

Tennessee's counties and municipalities Subdivisions have until September 30, 2024, to become participating subdivisions.

Passage of Resolution No. 25-R-28 is necessary to authorize the Mayor and other City officials to take certain actions necessary to participate in the settlements and receive its share of settlement funds.

Council Priorities Served

Responsible budgeting

Adoption of the resolution will help offset costs incurred directly and indirectly by the City as a result of the opioid crisis.

Maintain public safety

Council may choose to use settlement funds to improve the ability of City departments to the effects of the opioid crisis within the community

Operational Issues

None

Fiscal Impact

Adoption of the resolution will have positive, albeit currently indefinite, financial impact

Attachments

Resolution No. 25-R-28

Docusign Envelope ID: C8506B30-3471-4403-B600-84B4F259347E

RESOLUTION 25-R-28 authorizing the City of Murfreesboro, Tennessee to join the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement in approving the Purdue/Sackler Family Settlement and Eight Manufacturer Settlements.

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and the City of Murfreesboro, Tennessee; and

WHEREAS, Murfreesboro has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation"); and

WHEREAS, Murfreesboro has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies; and

WHEREAS, a proposed settlement has been reached that would address claims in the Purdue Pharma bankruptcy case and resolve claims against the Sackler family owners of the company (the "Purdue Settlement"); and

WHEREAS, proposed settlements have also been reached with eight other manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Eight Manufacturer Settlements"); and

WHEREAS, Murfreesboro City Council finds the Purdue Settlement and Eight Manufacturer Settlements acceptable and in the best interest of the community; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and Eight Manufacturer Settlements, if the agreements become effective; and

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation ("Settlement Funds"); and

WHEREAS, the Murfreesboro has previously approved Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), which sets forth

Docusign Envelope ID: C8506B30-3471-4403-B600-84B4F259347E

the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, amendments to the Tennessee Plan, attached hereto as "Exhibit A," would extend its terms to the proposed Purdue Settlement and would clarify some language concerning the allocation of certain settlement funds and Purdue estate distributions; and

WHEREAS, amendments to the Tennessee Plan, attached hereto as "Exhibit B," would extend its terms to the proposed Eight Manufacturer Settlements and would clarify some language concerning the allocation of certain settlement funds; and

WHEREAS, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements.

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

SECTION 1. That the City Council finds that the amendments to the Tennessee Plan is in the best interest of the City of Murfreesboro and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

SECTION 2. That the City Council hereby reaffirms its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

SECTION 3. That the Mayor, City Recorder, and City Attorney are hereby expressly authorized to execute the amendments to Tennessee Plan in substantially the form attached as Exhibit "A" and Exhibit "B," and that the Mayor, City Recorder, and City Attorney are hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

SECTION 4. That the Mayor, City Recorder, and City Attorney are hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Murfreesboro's agreement to the settlement of claims and litigation specifically related to related to Purdue Settlement, Eight Manufacturer Settlements, and any other settlement of opioid-related claims that Tennessee has joined.

SECTION 5. That the Mayor, City Manager, City Recorder, and City Attorney are authorized to take such other action, within their respective legal authority, as necessary and appropriate to effectuate the City's participation in the Tennessee Plan and these settlements.

Docusign Envelope ID: C8506B30-3471-4403-B600-84B4F259347E

SECTION 6. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2033E51F9401...

_____
Adam F. Tucker
City Attorney

4931-2191-5753 v.1

Docusign Envelope ID: C8506B30-3471-4403-B600-84B4F259347E

PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: C8506B30-3471-4403-B600-84B4F259347E

Tennessee State-Subdivision Opioid Abatement Agreement –
2025 Amendment for Purdue/Sackler Settlement

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 6:

If the overall resolution of claims against Purdue Pharma and the Sackler family includes a Statewide Opioid Settlement Agreement (such as the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA")), then allocation of all abatement/remediation funds received for these claims shall be pursuant to Section IV.A of the Agreement, not Section V. Specifically, notwithstanding the references to Purdue in Section V and elsewhere in the initial Agreement language (which referred to a prior bankruptcy plan that is now void), abatement/remediation funds received pursuant to the GESA and pursuant to Purdue estate distributions (which are also addressed by the GESA) shall be allocated pursuant to Section IV.A. of the Agreement.

Note on adoption of amendment:

Amendment 6 shall be effective if approved as set forth in both Section IV.B.2 and VII.D of the Agreement.

[ ] Approve Amendment 6 [ ] Do Not Approve Amendment 6

Docusign Envelope ID: C8506B30-3471-4403-B600-84B4F259347E

Tennessee State-Subdivision Opioid Abatement Agreement –
2025 Amendment for Secondary Manufacturer Settlements

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 7:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

A. Alvogen Settlement Agreement
B. Amneal Settlement Agreement
C. Apotex Settlement Agreement
D. Hikma Settlement Agreement
E. Indivior Settlement Agreement
F. Mylan Settlement Agreement
G. Sun Settlement Agreement
H. Zydus Settlement Agreement

Note on adoption of amendment:

Amendment 7 shall be effective if approved as set forth in Section IV.B.2 of the Agreement.

[ ] Approve Amendment 7 [ ] Do Not Approve Amendment 7

Signature: _____

Name: _____

Title: _____

Date: _____

AIRPORT COMMISSION COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Air Traffic Control Tower Siting Study Grant

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a Federal and State Grant to complete the siting analysis and report for an air traffic control tower at the Murfreesboro Municipal Airport.

Staff Recommendation

Approve a Federal and State funded Grant to complete the siting analysis and report for a proposed air traffic control tower to be located at the Murfreesboro Municipal Airport.

Background Information

The Murfreesboro Municipal Airport was approved by the Federal Aviation Administration (FAA) to be in the Federal Contract Tower program and the next step is to complete the siting analysis and report. Barge Design Solutions has gathered a team of specialists in this area to assist the City of Murfreesboro through this process. There are certain tasks associated with the siting of an air traffic control tower that the FAA will conduct using the information and data provided by Barge Design Solutions. The Tennessee Aeronautics Division is assisting the City of Murfreesboro through this process with this Grant which will assist with 95% of the cost to complete this study and report.

Council Priorities Served

Improve economic development

It is the mission of the Murfreesboro Municipal Airport to maintain and improve its facilities and services to the community. Working with the FAA and other agencies to provide air traffic control services to our airport is another way to not only improve safety and capacity but bolster economic development.

Fiscal Impact

The proposed Grant is the total of $145,700 with 90% covered using our federal Non-Primary Entitlements and 5% State funds. The local share, 5% or $7,825 will be paid through the Airport Fund.

Attachments

Tennessee Governmental Grant Contract

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
1/1/2025	12/31/2027	40100-51491	87314

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 20.016

Grantee's fiscal year end – June 30th

Service Caption (one line only)

Construct Air Traffic Control Tower

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$7,825.00	$131,130.00		$7,825.00	$145,700.00
TOTAL:	**$7,825.00**	**$131,130.00**		**$7,825.00**	**$145,700.00**

Grantee Selection Process Summary

☒ Competitive Selection	For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.
☐ Non-competitive Selection	Describe the reasons for a non-competitive grantee selection process.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
	71302

VENDOR ADDRESS: 5 **LOCATION CODE: MURFRE-002**

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of Airport Development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The purpose of this Grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on **January 1st, 2025** ("Effective Date") and extend for a period of **twenty-four (24) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **three (3)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **One Hundred Forty-Five Thousand Seven Hundred Dollars and Zero Cents ($145,700.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment **Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation – Aeronautics Division
https://www.blackcataviation.com

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Transportation – Aeronautics Division
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement, and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column “Grant Contract,” shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee’s failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the

Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Evan Rodgers
Transportation Program Monitor
TN Dept. of Transportation – Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Email: rhulsey@murfreesborotn.gov
Telephone: 615-849-2629

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State’s right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the

grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars ($750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand

dollars ($750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars ($750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars ($1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee's Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d. Annually complete and submit a Title VI self-survey as supplied by State.

e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: https://www.tn.gov/tdot/civil-rights/title-vi-program/title-vi---training.html

E.5. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

E.6. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.7. Airport Operations. For all grants that total fifty thousand dollars ($50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.

E.8. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances

E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.10. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

E.11. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

E.12. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

E.13. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of e ach procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

E.14. Ineligible or Unallowable Costs. In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the State and Sponsor is prohibited from including any costs in the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

E.15. Indirect Costs – State and Sponsor. The State may allow a Sponsor to charge indirect costs under this award by applying the indirect cost rate, as approved by a Federal cognizant agency and as identified in the subgrant, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the Projects. The State may charge indirect project costs under this Grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

E.16. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

E.17. Improper Use of Federal Funds and Mandatory Disclosure.

a. The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, must furnish to the Secretary, upon request, all

documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State and Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

E.18. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR § 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the Sponsor review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

E.19. Environmental Standards**.** The State and Sponsor are required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.

E.20. Financial Reporting and Payment Requirements. The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

E.21. Audits for Sponsors.

PRIVATE SPONSORS. When the Period of Performance has ended, the Sponsor must provide a copy of an audit of this subaward prepared in accordance with Federal audit requirements to the State. A Sponsor expending less than $1,000,000 in Federal awards and exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

E.22. Suspension or Debarment**.** The State must:

a. Immediately disclose to the FAA whenever the State:

1. Learns a Sponsor has entered into a covered transaction with an ineligible entity; or
2. Suspends or debars a contractor, person, or entity.

b. Include a provision in all subgrants that requires Sponsors entering into "covered transactions," as defined by 2 CFR § 180.200, to:

1. Verify the non-Federal entity is eligible to participate in this Federal program by:
   i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
   ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
   iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Grant.

E.23. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and Sponsors are encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

a. The State must insert this clause on banning texting while driving in all subgrants, contracts, and subcontracts that result from this Grant.

E.24. Trafficking in Persons.

1. Posting of contact information.

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
   i. Severe forms of trafficking in persons;
   ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
   iii. The use of forced labor in the performance of this grant; or any subaward; or
   iv. Acts that directly support or advance trafficking in persons, including the following acts:

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
a) Associated with the performance under this Grant; or
b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. Provisions applicable to a recipient other than a private entity.

a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this Grant:
i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
a) Associated with the performance under this Grant; or
b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. Provisions applicable to any recipient.

a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. Definitions. For purposes of this Grant award, term:

a. "Employee" means either:

i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

b. "Private Entity" means:
i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

E.25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

E.26. Title VI of the Civil Rights Act. As a condition of a grant award, the State and Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The State and Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

E.27. FAA Reauthorization Act of 2024. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this

grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

E.28. Applicable Federal Anti-Discrimination Laws. Pursuant to Section (3)b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

E.29. Federal Law and Public Policy Requirements. The State and Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the State and Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

E.30. National Airspace System Requirements

a. The State and Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The State and Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the State and Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339 200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The State and Sponsor acknowledges that amounts that the FAA requires the State or Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904)

E.31. Title 8 - U.S.C., Chapter 12, Subchapter II – Immigration. The State and Sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO: **75-555-0179-26**

GRANTEE SIGNATURE **DATE**

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

AS APPROVED AS TO FORM AND LEGALITY:

LESLIE SOUTH, GENERAL COUNSEL **DATE**

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Murfreesboro

* b. Employer/Taxpayer Identification Number (EIN/TIN): 62-6000374

* c. UEI:

d. Address:

* Street1: 111 West Vine Street
Street2:
* City: Murfreesboro
County/Parish: Rutherford
* State: TN: Tennessee
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 37130-0001

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Chad
Middle Name:
* Last Name: Gehrke
Suffix:

Title: Airport Director

Organizational Affiliation: City of Murfreesboro

* Telephone Number: 615-848-3254
Fax Number: 615-848-3256

* Email: cgehrke@murfreesborotn.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

MBT Air Traffic Control Tower Siting Analysis

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 4th
* b. Program/Project: 4th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 11/01/2024
* b. End Date: 08/30/2025

18. Estimated Funding ($):

* a. Federal	131,130.00
* b. Applicant	0.00
* c. State	7,285.00
* d. Local	7,285.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	145,700.00

TDOT USE ONLY
Staff Recommended: APPROVED
Fiscal Year: 2026
Federal: $131,130.00
State: $7,285.00
Local: $7,285.00
PSR Signature: J.P.S. Date: 7/11/2025
TAC Signature: _____ Date: _____

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Chad
Middle Name:
* Last Name: Gehrke
Suffix:

* Title: Airport Director

* Telephone Number: 615-848-3254 Fax Number:

* Email: cgehrke@murfreesborotn.gov

* Signature of Authorized Representative: [signature] * Date Signed: 2-18-2025

ATTACHMENT TWO
PAGE ONE

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-89
Federal award date	7/1/2024
Subaward Period of Performance Start and End Date	1/1/2025 – 12/31/2027
Subaward Budget Period Start and End Date	July 1, 2025 – June 30, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	1/1/2025
Grant contract's end date	12/31/2027
Amount of federal funds obligated by this grant contract	$131,130
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$13,200,000
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Construct Air Traffic Control Tower
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

***This Worksheet will need to be updated every six (6) months for the length of this project and* uploaded into BlackCat in the Documents Tab under project 75-555-0179-26.**

Any questions please contact your Program Monitor at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET

City of Murfreesboro: Construct Air Traffic Control Tower **AERO-26-171-00**

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 1/1/2025** **END: 12/31/2027**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$138,415.00	$7,285.00	$145,700.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**$138,415.00**	**$7,285.00**	**$145,700.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Construct Air Traffic Control Tower	$145,700.00
TOTAL	$145,700.00

TAD Project # 75-555-0179-26

Project Breakdown:

TX	$131,130.00	90% Federal 89 NPE
	$ 7,825.00	5% State
	$ 7,825.00	5% Local
Grant Total:	$145,700.00	100%

AIRPORT COMMISSION COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Air Traffic Control Tower Siting Study Work Authorization

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Approval of a Barge Design Solutions Work Authorization to complete the siting analysis and report for an air traffic control tower at the Murfreesboro Municipal Airport.

Staff Recommendation

Approval of a Barge Design Solutions Work Authorization to complete the siting analysis and report for a proposed air traffic control tower to be located at the Murfreesboro Municipal Airport.

Background Information

The Murfreesboro Municipal Airport was approved by the Federal Aviation Administration (FAA) to be in the Federal Contract Tower program and the next step is to complete the siting analysis and report. Barge Design Solutions has gathered a team of specialists in this area to assist the City of Murfreesboro through this process. There are certain tasks associated with the siting of an air traffic control tower that the FAA will conduct using the information and data provided by Barge Design Solutions. The Tennessee Aeronautics Division is assisting the City of Murfreesboro through this process with this Grant which will assist with 95% of the cost to complete this study and report.

Council Priorities Served

Improve economic development

It is the mission of the Murfreesboro Municipal Airport to maintain and improve its facilities and services to the community. Working with the FAA and other agencies to provide air traffic control services to our airport is another way to not only improve safety and capacity but bolster economic development.

Fiscal Impact

The proposed Barge Work Authorization is for $63,589 with 90% covered using our federal Non-Primary Entitlements and 5% State funds. The local share, 5% or $3,179 will be paid through the Airport Fund.

Attachments

Barge Design Solutions Work Authorization

WORK AUTHORIZATION NO. 2025-03

MURFREESBORO MUNICIPAL AIRPORT

SUPPORT SERVICES FOR FAA SITING ASSESSMENT OF A NEW AIR TRAFFIC CONTROL TOWER (ATCT)

It is agreed to undertake the following work in accordance with the provisions of the Owner-Engineer Agreement between the City of Murfreesboro, Tennessee ("OWNER") and Barge Design Solutions, Inc. ("ENGINEER") dated January 1, 2021.

Scope of Services

The Engineer shall provide Project Development, Siting Assessment Support Services, Survey, Short Form Environmental Assessment, and Project Management for the siting analysis of a new Air Traffic Control Tower (ATCT) at the Murfreesboro Municipal Airport. See attached Exhibit "A" for a more detailed description of services to be provided.

Time of Performance

Refer to Exhibit A, Section II for the Preliminary Project Schedule.

Compensation

A total compensation budget of **$ 63,589.00** is proposed for this project, as more particularly described in the attached Exhibit "B". See the attached Exhibit "C" for a full budget itemization.

Agree as to Scope of Services, Time of Performance and Compensation:

CITY OF MURFREESBORO	**BARGE DESIGN SOLUTIONS**
_____	_____
Name	Name
Date: _____	Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

WORK AUTHORIZATION NO. 2025-03

MURFREESBORO MUNICIPAL AIRPORT

SUPPORT SERVICES FOR FAA SITING ASSESSMENT OF A NEW AIR TRAFFIC CONTROL TOWER (ATCT)

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

Siting Analysis of a new Air Traffic Control Tower (ATCT)

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein and as defined in the project scoping meeting minutes.

SECTION I – DESIGN CRITERIA AND REQUIREMENTS

The most current versions of the following design criteria and standards, as well as other applicable standards will be used for design and execution of the PROJECT:

- FAA AC 150/5300-13B — Airport Design
- FAA Order 5050.4B — FAA NEPA Implementing Instructions for Airport Actions
- FAA Order 1050.1G — Environmental Impact Policies and Procedures

SECTION II – GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee proposal included herein as Exhibits B and C for providing the services detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal and the Scope of Services.

1. This scope and fee is limited to the Project Development, Siting Assessment Support Services, Limited Survey, Focused Environmental Assessment, and Project Management services for this project.

2. The City of Murfreesboro intends to enter into a reimbursable agreement with the Federal Aviation Administration to perform a Tower Siting Assessment as outlined in FAA Agreement Number AJW-FN-ESA-24-SO-006867.

3. The Tentative Design Schedule has been included below. All additions, changes or deletions to this scope of work may require additional negotiations to the ENGINEER's Scope, Fee and Production Schedule. **The ENGINEER has no control over the duration or timeliness of tasks being performed by the FAA through the reimbursable agreement.** Delays or changes in FAA's schedule may affect the timing and sequencing of ENGINEER deliverables dependent on FAA inputs. The OWNER agrees to promptly notify the ENGINEER of any anticipated or actual delays or schedule changes affecting FAA-controlled tasks. If such delays materially impact the ENGINEER's critical path or cause extended idle periods, the ENGINEER and OWNER will meet to review and mutually agree on revised schedules, resource assignments, or scope modification. Delays beyond reasonable control, including those due to FAA staffing, regulatory reviews, or unforeseen external factors, shall be considered excusable delays under this agreement.

4. The OWNER shall provide any specific known site information.

5. Final site designs or ATCT design is not part of this scope.

Tentative Project Schedule

The following Tentative milestone schedule has been established for this project. Actual times may vary as FAA is performing the tower siting assessment in accordance with the reimbursable agreement.

July 2025	Submit project application to TAD
September 2025	Grant Issued (NTP)
September 2025	Field Survey and Drone Flight
October 2025	Provide data to FAA for siting assessment
January 2026	FAA facilitates Safety Risk Management (SRM) Panel
March 2026	FAA provides detailed siting report

SECTION III - SERVICES OF THE ENGINEER

To develop the scope of work and associated fees, the work has been divided into various phases. This section presents the specific phases to be undertaken in this Scope of Services. The work phases will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff, and Field Staff. The individual work tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Where pertinent, staff assignments are included in the description of the work tasks.

The ENGINEER is to perform for the above-named PROJECT professional services as hereinafter set forth:

BASIC SERVICES

PROJECT DEVELOPMENT SERVICES

The ENGINEER will prepare preliminary work scopes and cost estimates for the proposed project. The ENGINEER will also communicate with Tennessee Aeronautics Division (TAD) officials prior to the submission of the work authorization to discuss the project priorities. This phase also includes the preliminary meetings with the Owner and discussions with TAD. Contract and work scope/fee proposal preparation is included in the project development phase.

As part of this phase, the ENGINEER will assist the OWNER in the preparation of funding applications to TAD and/or the BIL Tower Funding program.

The ENGINEER will coordinate with TAD and FAA to determine the appropriate level of NEPA documentation required during the siting phase, as well as the likely NEPA documentation moving forward.

ATCT SITING ANALYSIS SUPPORT SERVICES

The ENGINEER will provide the herein described services to support the tower siting assessment being perform by FAA through a reimbursable agreement. This shall include attending coordination meetings related to the reimbursable agreement scope of work, and attendance at the Safety Risk Management (SRM) Panel meeting to be facilitated and conducted by FAA as part of the Siting Assessment.

The ENGINEER will assist in gathering and providing information needed by FAA to perform the tower siting assessment, including coordination of Airport Layout Plan information. The airport layout plan was prepared by others and digital CAD files will be provided to the ENGINEER by the OWNER. Updates to the Airport Layout Plan are not included in the scope of this agreement.

The ENGINEER will review the proposed sites to determine the feasibility of construction including such items as utility access, grading feasibility, and proximity to existing infrastructure.

The ENGINEER will also assist the OWNER in coordination with stakeholders other than FAA and TDOT such as local planning authorities, city departments, or other airport stakeholders.

GEOTECHNICAL INVESTIGATION

N/A

SPECIAL SERVICES

SURVEYING
Topographical Survey

The ENGINEER will perform a topographic survey to assist with the siting analysis and ultimate site selection for the ATCT. Three (3) separate site locations will be surveyed for analysis. All existing topographic features and available/marked data will be collected including elevations, drainage patterns, existing planimetric features, utilities, etc.
If additional site locations are identified beyond the three (3) described above, or if the area to be surveyed for any site increases substantially from what was originally anticipated, or if significant revisions to the survey limits or level of detail are required, the ENGINEER shall be entitled to an equitable adjustment in scope, fee, and schedule. Any such changes, including increases in site acreage, shifts in survey boundaries, or requests for supplemental data beyond the base scope (e.g., additional utilities, subsurface features, or terrain modeling), must be approved in writing by the OWNER prior to commencement of the additional work.

Survey datum shall be based on the TN state plane coordinate system. It is assumed that permanent control points exist on the field. Existing permanent control points will be used as benchmarks for the project. Temporary control points will also be established during design and utilized during construction.

Drone Survey

The ENGINEER will perform a drone survey of three proposed sites to obtain aerial imagery. This imagery will be provided to FAA for use in the tower siting assessment. The survey will also pick up the height of buildings and surrounding structures.

GENERAL PROJECT SERVICES

The following general project services fall under more than one of the Phases outlined above. As such, compensation for these tasks is distributed throughout the respective Phases under which they fall.

- **Project Management and Administration**
  The ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, subconsultants, FAA and TAD, and other federal, state and local agencies. The ENGINEER will work closely with all identified project stakeholders to ensure that the OWNER's goals and objectives are met within the agreed upon schedule.

- **Quality Control**
  Provide quality control reviews and incorporation of comments in accordance with the ENGINEER's Quality Control Program. In addition, review comments provided by the OWNER, TAD, and other agencies reviews of deliverables will be incorporated as appropriate.

EXHIBIT "B"

COMPENSATION

WORK AUTHORIZATION NO. 2025-03

MURFREESBORO MUNICIPAL AIRPORT

SUPPORT SERVICES FOR FAA SITING ASSESSMENT OF A NEW AIR TRAFFIC CONTROL TOWER (ATCT)

BASIC SERVICES

1. The ENGINEER shall be compensated for Project Development Services identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

   $ 16,232.00

2. The ENGINEER shall be compensated for ATCT Siting Analysis Support Services identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

   $ 30,206.00

3. The ENGINEER shall be compensated for Drone Photography (in house) identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

   $ 7,500.00

SPECIAL SERVICES

4. The ENGINEER shall be compensated for performance of work related to providing Topographical Survey identified in the Scope of Services. Said compensation to be on a cost-plus basis for time and reimbursables with a budget of:

   $ 9,651.00

EXHIBIT “C”

SUMMARY OF PROFESSIONAL FEES

WORK AUTHORIZATION NO. 2025-03

MURFREESBORO MUNICIPAL AIRPORT

SUPPORT SERVICES FOR FAA SITING ASSESSMENT OF A NEW AIR TRAFFIC CONTROL TOWER (ATCT)

Please refer to the attached Fee Proposal

A & E FEE PROPOSAL

Murfreesboro Municipal Airport
Murfreesboro, Tennessee

Barge Design Solutions

July 10, 2025

Project Number: 3741911

TAD Number TBD

SUPPORT SERVICES FOR FAA SITING ASSESSMENT OF NEW AIRPORT TRAFFIC CONTROL TOWER

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT			NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	EXTENDED COST	TOTAL COST
1. PROJECT DEVELOPMENT							
A. PRINCIPAL (P)				1	$90.84	$90.84	
B. PROJECT MANAGER (PM)				36	$77.64	$2,795.04	
C. CIVIL ENGINEER (CE)				8	$59.23	$473.84	
D. ENGINEERING INTERN (EI)				0	$31.58	$0.00	
E. ELECTRICAL ENGINEER (EE)				0	$76.49	$0.00	
F. ARCHITECT(A)				0	$73.79	$0.00	
G. SENIOR AVIATION PLANNER (SAP)				20	$62.65	$1,253.00	
H. ENVIRONMENTAL PLANNER (EP)				0	$56.39	$0.00	
I. DESIGNER/DRAFTING (D)				0	$43.59	$0.00	
J. SECRETARIAL/TYPIST (S)				0	$34.82	$0.00	
K. RESIDENT PROJECT REP. (RPR)				0	$38.76	$0.00	
PROJECT DEVELOPMENT PHASE DIRECT LABOR:						**$4,612.72**	
COMBINED OVERHEAD:			204.78%			**$9,445.93**	
J. DOCUMENTS	SETS	0	0		$0.10	$0.00	
K. SHIPPING	SETS	0			$15.50	$0.00	
L. TRIPS	MILES	76	0		$0.670	$0.00	
M. FLIGHTS			0		$750.00	$0.00	
N. TRAVEL SUBSTINENCE			0		$12.75	$0.00	
PROJECT DEVELOPMENT PHASE EXPENSES:						**$0.00**	
SUBTOTAL:							**$14,058.65**
OPERATING MARGIN:			15%				**$2,108.80**
FCCM (APPLIED TO DIRECT LABOR ONLY):			1.41%				**$65.04**
TOTAL PROJECT DEVELOPMENT PHASE:							**$16,232.00**
2. SITING ANALYSIS, SRMD, & CONCEPTUAL DESIGN							
A. PRINCIPAL (P)				0	$90.84	$0.00	
B. PROJECT MANAGER (PM)				48	$77.64	$3,726.72	
C. CIVIL ENGINEER (CE)				30	$59.23	$1,776.90	
D. ENGINEERING INTERN (EI)				0	$31.58	$0.00	
E. ELECTRICAL ENGINEER (EE)				0	$76.49	$0.00	
F. ARCHITECT)A)				0	$73.79	$0.00	
G. SENIOR AVIATION PLANNER (SAP)				32	$62.65	$2,004.80	
H. ENVIRONMENTAL PLANNER (EP)				0	$56.39	$0.00	
I. DESIGNER/DRAFTING (D)				24	$43.59	$1,046.24	
J. SECRETARIAL/TYPIST (S)				0	$34.82	$0.00	
K. RESIDENT PROJECT REP. (RPR)				0	$38.76	$0.00	
DESIGN PHASE DIRECT LABOR:						**$8,554.66**	
COMBINED OVERHEAD:			204.78%			**$17,518.23**	
L. TOTAL PLAN SHEETS (50%)	SETS	0	0		$2.50	$0.00	
M. SHIPPING (50%)	SETS	0			$40.00	$0.00	
N. TOTAL SPEC SHEETS (90%)	SETS	0	0		$0.10	$0.00	
O. TOTAL PLAN SHEETS (90%)	SETS	0	0		$2.50	$0.00	
P. SHIPPING (90%)	SETS	0			$40.00	$0.00	
Q. TOTAL SPEC SHEETS (FINAL)	SETS	0	0		$0.10	$0.00	
R. TOTAL PLAN SHEETS (FINAL)	SETS	0	0		$2.50	$0.00	
S. SHIPPING (FINAL)	SETS	0			$40.00	$0.00	
T. TRIPS	MILES	76	2		$0.670	$101.840	
U. FLIGHTS			0		$750.00	$0.00	
V. TRAVEL SUBSTINENCE			0		$12.75	$0.00	
DESIGN PHASE EXPENSES:						**$101.84**	
SUBTOTAL:							**$26,174.73**
OPERATING MARGIN:			15%				**$3,910.93**
FCCM (APPLIED TO DIRECT LABOR ONLY):			1.41%				**$120.62**
TOTAL DESIGN PHASE:							**$30,206.00**

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT (Continued)			NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST		TOTAL COST
3. BID PHASE							
A. PRINCIPAL (P)				0	$90.84	$0.00	
B. PROJECT MANAGER (PM)				0	$77.64	$0.00	
C. CIVIL ENGINEER (CE)				0	$59.23	$0.00	
D. ENGINEERING INTERN (EI)				0	$31.58	$0.00	
E. ELECTRICAL ENGINEER (EE)				0	$76.49	$0.00	
F. ARCHITECT)A)				0	$73.79	$0.00	
G. SENIOR AVIATION PLANNER (SAP)				0	$62.65	$0.00	
H. ENVIRONMENTAL PLANNER (EP)				0	$56.39	$0.00	
I. DESIGNER/DRAFTING (D)				0	$43.59	$0.00	
J. SECRETARIAL/TYPIST (S)				0	$34.82	$0.00	
K. RESIDENT PROJECT REP. (RPR)				0	$38.76	$0.00	
BID PHASE DIRECT LABOR:							
COMBINED OVERHEAD:			204.78%			**$0.00**	
L. DOCUMENTS	SETS		200		$0.10	$0.00	
M. SHIPPING					$40.00	$0.00	
N. TRIPS	MILES	76	0		$0.670	$0.000	
O. FLIGHTS			0		$750.00	$0.00	
P. TRAVEL SUBSTINENCE			0		$12.75	$0.00	
BID PHASE EXPENSES:						**$0.00**	
SUBTOTAL:							**$0.00**
OPERATING MARGIN:			15%				**$0.00**
FCCM (APPLIED TO DIRECT LABOR ONLY):			1.41%				**$0.00**
TOTAL BID PHASE:							**$0.00**
4. CONSTRUCTION PHASE							
A. PRINCIPAL (P)				0	$90.84	$0.00	
B. PROJECT MANAGER (PM)				0	$77.64	$0.00	
C. CIVIL ENGINEER (CE)				0	$59.23	$0.00	
D. ENGINEERING INTERN (EI)				0	$31.58	$0.00	
E. ELECTRICAL ENGINEER (EE)				0	$76.49	$0.00	
F. ARCHITECT)A)				0	$73.79	$0.00	
G. SENIOR AVIATION PLANNER (SAP)				0	$62.65	$0.00	
H. ENVIRONMENTAL PLANNER (EP)				0	$56.39	$0.00	
I. DESIGNER/DRAFTING (D)				0	$43.59	$0.00	
J. SECRETARIAL/TYPIST (S)				0	$34.82	$0.00	
K. RESIDENT PROJECT REP. (RPR)				0	$38.76	$0.00	
CONSTRUCTION PHASE DIRECT LABOR:						**$0.00**	
COMBINED OVERHEAD:			204.78%			**$0.00**	
J. DOCUMENTS	SETS		0		$0.10	$0.00	
K. SHIPPING					$40.00	$0.00	
L. TRIPS	MILES	76	0		$0.670	$0.000	
M. FLIGHTS			0		$750.00	$0.00	
N. TRAVEL SUBSTINENCE			0		$12.75	$0.00	
CONSTRUCTION PHASE EXPENSES:						**$0.00**	
SUBTOTAL:							**$0.00**
OPERATING MARGIN:			15%				**$0.00**
FCCM (APPLIED TO DIRECT LABOR ONLY):			1.41%				**$0.00**
TOTAL CONSTRUCTION PHASE:							**$0.00**

TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT			
PROJECT DEVELOPMENT PHASE	$16,232.00	35%	
DESIGN PHASE	$30,206.00	65%	
BID PHASE	$0.00	0%	
CONSTRUCTION PHASE	$0.00	0%	
		TOTAL SECTION A:	**$46,438.00**

SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCLUDED AS BASIC SERVICES	
1. SHORT FORM EA	$0.00
2. AJT ENGINEERING (SUBCONSULTANT)	$0.00
3. DRONE PHOTOGRAPHY (IN HOUSE)	$7,500.00
4. STRUCTURAL DESIGN OF ELEVATED LOCALIZER PLATFORM	$0.00
TOTAL SECTION B:	**$7,500.00**
TOTAL BASIC ENGINEERING FEE (Sections A and B)**:**	**$53,938.00**

ESTIMATED ADDITIONAL SERVICES - IF AUTHORIZED BY OWNER (ESTIMATED BUDGETS)

SECTION C: AIRPORT PLANS, AND STUDIES INCLUDED AS ADDITIONAL SERVICES

1. DRONE PHOTOGRAPHY (IN HOUSE)	$0.00
2. AIRPORT LAYOUT PLAN	$0.00
3. AIRPORT LAYOUT PLAN UPDATE	$0.00
4. GRANT CLOSEOUT SERVICES	$0.00
TOTAL SECTION C:	**$0.00**

SECTION D: SURVEY

3	DAYS OF DESIGN SURVEY						
0	DAYS OF CONSTRUCTION SURVEY						
3	TOTAL DAYS OF SURVEY						
1. 2-MAN SURVEY CREW							
	REGULAR	24	HRS @	$64.00	/ HR =	$1,536.00	
	OVERTIME	0	HRS @	$25.20	/ HR =	$0.00	
2. SURVEY MANAGER		8	HRS @	$52.50	/ HR =	$420.00	
4. SURVEY PROCESSOR		16	HRS @	$52.50	/ HR =	$840.00	
					DIRECT LABOR TOTAL SECTION D:	**$2,796.00**	
					COMBINED OVERHEAD: 204.78%	**$5,725.65**	
5. AUTO EXPENSES	3	DAYS @	80	MILES/DAY @	$0.670 =	$160.80	
6. PER DIEM	3	DAYS @	$12.75	/ DAY / PERSON =		$76.50	
					EXPENSES TOTAL SECTION D:	**$237.30**	
					SUBTOTAL:		**$8,758.95**
					OPERATING MARGIN:	10%	**$852.16**
					FCCM (APPLIED TO DIRECT LABOR ONLY):	1.41%	**$39.42**
						TOTAL SECTION D:	**$9,651.00**

SECTION E: ENVIRONMENTAL

1. ADEM PERMITTING				$0.00
2. COE 404 PERMITTING				$0.00
3. ENVIRONMENTAL ASSESSMENT				$0.00
4. WETLAND DELINEATION SURVEY		DAYS @	=	$0.00
			TOTAL SECTION E:	**$0.00**

SECTION F: RESIDENT PROJECT REPRESENTATIVE

	0	CALENDAR DAY CONTRACT					
1. RESIDENT PROJ. REPS	0	DAYS @	0	HRS @	$38.76 / HR =	$0.00	
					DIRECT LABOR TOTAL SECTION F:	**$0.00**	
					COMBINED OVERHEAD: 204.78%	**$0.00**	
2. AUTO EXPENSES	0	DAYS @	240	MILES/DAY @	$0.670	$0.00	
3. PER DIEM	0	DAYS @	$100.00	/ DAY =		$0.00	
					EXPENSES TOTAL SECTION F:	**$0.00**	
					SUBTOTAL:		**$0.00**
					OPERATING MARGIN:	10%	**$0.00**
					FCCM (APPLIED TO DIRECT LABOR ONLY):	1.41%	**$0.00**
						TOTAL SECTION F:	**$0.00**

TOTAL ESTIMATED ADDITIONAL SERVICES (Sections C through F)	**$9,651.00**

GRAND TOTAL - FEE PROPOSAL (Includes Basic Fee + Estimated Add'l Services)	**$63,589.00**

ADDITIONAL PROJECT EXPENSES (IF REQUIRED)

1. DBE PLAN UPDATE FOR PROJECT (FOR FAA PROJECT FUNDING OF $250,000 OR MORE)			$0.00
2. NEWSPAPER ADVERTISING			$0.00
3. PAVEMENT ANALYSIS AND TESTING			$0.00
4. GEOTECHNICAL EVALUATION			$0.00
5. CONSTRUCTION TESTING	DAYS @	=	$0.00
TOTAL ADDITIONAL PROJECT EXPENSES:			**$0.00**

A & E FEE PROPOSAL - WORKSHEET

MURFREESBORO MUNICIPAL AIRPORT

SUPPORT SERVICES FOR FAA SITING ASSESSMENT OF NEW AIRPORT TRAFFIC CONTROL TOWER

TASK LISTING - MANHOUR ESTIMATE

PROJECT AND GRANT DEVELOPMENT	P	PM	CE	EI	EE	A	SAP	EP	D	S	RPR	TRIPS	FLIGHTS
SPONSOR MEETING(S) ON PROJECT & SCHEDULE		4					4						
SCOPE DEVELOPMENT MEETING(S)		4					4						
SITE INVESTIGATION													
DEVELOPING ENVIRONMENTAL CONSIDERATIONS		4	8				4						
PREPARE PRELIMINARY COST ESTIMATES													
PROCUREMENT OF ATCT SUBCONSULTANT													
SPONSOR MEETING(S) WITH FAA AND TAD													
PREPARATION OF FAA BIL TOWER GRANT APPLICATION		4					6						
PREPARATION OF TAD FUNDING REQUEST		8											
A & E CONTRACT PREPARATION	1	12					2						
PROCURING GEOTECHNICAL ENGINEERING INVESTIGATIONS													
TOTAL PROJECT DEVELOPMENT PHASE:	1	36	8	0	0	0	20	0	0	0	0	0	0

SITING ANALYSIS, SRMD, & CONCEPTUAL DESIGN													
QTY	**50% DESIGN**	P	PM	CE	EI	EE	A	SAP	EP	D	S	RPR	TRIPS	FLIGHTS
	ATTEND MEETINGS RELATED TO RA SCOPE OF WORK		8	8				8					1	
	ATTEND SRMD PANEL MEETING		8	8				8					1	
	AIRPORT LAYOUT PLAN COORDINATION		4					6		12				
	CONSTRUCTABILITY ASSESSMENT OF PROPOSED SITES		2	12						12				
	STAEKHOLDER COORDINATION		2	2				2						

QTY	PROJECT DESIGN PHASE (90% AND FINAL) - CONTINUED	P	PM	CE	EI	EE	A	SAP	EP	D	S	RPR	TRIPS	FLIGHTS
	CONSTRUCTION LOGISTICS / SEQUENCING, ETC.													
	PREPARE / ASSEMBLE PROJECT MANUAL													
	PREPARE FINAL COST ESTIMATE													
	PREPARE DESIGN REPORT													
	IN-HOUSE QC REVIEW OF PLANS & SPECIFICATIONS													
	REVIEW FINAL BID DOCUMENTS W/ OWNER, TENANTS, ETC.													
	PREPARE ADVERTISEMENT FOR BIDS													
	PREPARE AND MAIL COPIES OF PLANS AND SPECIFICATIONS													
	PROJECT MANAGEMENT													
	COORDINATION WITH STAKEHOLDERS													
0	**SUBTOTAL 90% AND FINAL DESIGN:**	0	0	0	0	0	0	0	0	0	0	0	0	0
BID PHASE		P	PM	CE	EI	EE	A	SAP	EP	D	S	RPR	TRIPS	FLIGHTS
	PRE-BID CONFERENCE													
	ADDENDA, CLARIFICATIONS AND ANSWERS TO QUESTIONS													
	BID OPENING													
	BID TABULATION, EVALUATION, AWARD RECOMMENDATION													
	CONTRACT DOCUMENT PREPARATION, MAIL OUT, AND REVIEW													
	TOTAL BID PHASE:	0	0	0	0	0	0	0	0	0	0	0	0	0
CONSTRUCTION PHASE (XXX CALENDAR DAYS)		P	PM	CE	EI	EE	A	SAP	EP	D	S	RPR	TRIPS	FLIGHTS
	PRECONSTRUCTION CONFERENCE													
	SHOP DRAWINGS/MIX DESIGN REVIEWS/SUBMITTALS													
	PROJECT GENERAL CONSTRUCTION ADMINISTRATION													
	MATERIAL AND CONSTRUCTION TESTING REPORT REVIEWS													
	SITE INSPECTIONS (BI-WEEKLY)													
	CONTRACTOR PAY REQUESTS													
	QUARTERLY AIP PERFORMANCE REPORTS													
	FINAL INSPECTION AND DEVELOP PUNCHLIST													
	ONSITE PUNCHLIST REVIEW MEETING													
	REVIEW O&M MANUALS													
	PREPARE OWNER'S APP. FOR (PARTIAL/FINAL) PAYMENT													
	PROJECT CLOSE OUT AND RELEASE OF RETAINAGE													
	RECORD DRAWING PREPARATION													
	PREPARE FAA FORM 5110-17													
	PREPARE S&D OF FINAL COST/ FAA FORMS 271 & 425													
	PROJECT MANAGEMENT													
	TOTAL CONSTRUCTION PHASE:	0	0	0	0	0	0	0	0	0	0	0	0	0

COUNCIL COMMUNICATION
Meeting Date: 09/18/2025

Item Title:	Old Fort Park Ballfield & Parking Renovations Change Order #2
Department:	Facilities
Presented by:	Brad Hennessee, Facilities Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approving Change Order #2 to officially include the contingency allowance items encountered to date and add six days to the contract time for the Old Fort Park Ballfield & Parking Renovations.

Staff Recommendation

Approve Change Order #2 with Steelhead Building Group, LLC.

Background Information

The Old Fort Park Ballfield & Parking Renovations consists of an artificial turf playing field, storm water improvements, replacing all fencing, lighting, backstops, and improving pedestrian access. The Contingency Items included in Change Order #2 are undercut and backfill at parking area, concrete at batting cage, and undercut and backfill at ballfield. The total for these Contingency Items is $46,817.27 and leaves a Remaining Contingency Amount of $13,984. A detailed list of the amounts is included in the Change Order #2 attachment.

This Change Order does not change the final contract price but does extend the contract time by six days. The final contract price and contract time will be adjusted accordingly in the final balancing change order at the end of the project.

Council Priorities Served

Responsible Budgeting

The ballfield and parking renovations at Old Fort Park will provide the community with a desirable and safe place to enjoy softball and overflow parking to the other amenities of the park.

Fiscal Impact

The amount of the increased expense, $46,817.27, is accommodated in the Contingency amount with no change in the total contract amount of $3,056,492.

Attachments

Change Order #2 for the Old Fort Park Ballfield & Parking Renovations

Docusign Envelope ID: AEEC090D-279B-4AE4-8D31-1CD976E5E815

Energy Land & Infrastructure

September 5, 2025

Brad Hennessee
Facilities Manager
City of Murfreesboro
220 NW Broad Street
Murfreesboro TN, 37133

Re: **Old Fort Park Ballfield and Parking Renovations**
Contractor: Steelhead Building Group, LLC
Change Order 2

Dear Mr. Hennessee,

Based on the status of construction for the project, and the work completed, I am submitting Change Order 2 to officially include the Contingency Items encountered on the project through today's date, and add days to the Contract Time. The additional amount is to be paid from the project Contingency Amount of $145,547.24. The added Amount as follows:

Contingency Amount in Contract	$145,547.24
Contingency included in C.O. 1 previously	$84,745.65
Contingency Amount for C.O. 2	**$46,817.27**
Remaining Contingency Amount	$13,984.32

There is no change in the Contract Amount because there is still remaining Contingency. There is an **addition of 6 days** for the Contract Time for this Change Order 2. Change Order 2 includes Contingency items 6, 7, and 8.

This construction work is underway by Steelhead Building Group, LLC. If you have any questions about Change Order 2, please feel free to give me a call.

Sincerely,

ENERGY LAND & INFRASTRUCTURE, LLC

John R. Gordon

John R. Gordon, PE

Attachments: Change Order 2
Contingency Item Summary

Docusign Envelope ID: AEEC090D-279B-4AE4-8D31-1CD976E5E815

CONTRACT CHANGE ORDER **No. 2**

Contract For:
Old Fort Park Ballfield and Parking Renovations
Murfreesboro, TN

Date: 9-5-2025

State: Tennessee
County: Rutherford

Owner: City of Murfreesboro

Contractor: Steelhead Building Group

Description of Changes:
This Change Order is to confirm various required work that was not within the original scope of the Contract or which exceeds the estimate of quantities of the Contract. This work is to be paid from the project Contingency amount, which was set at 5% of the Bid Amount. See Attached Summary of Contingency Items.

	Amounts
ITEMS TO BE REMOVED	$0.00
ITEMS TO BE ADDED TO CONTINGENCY	**$46,817.27**
Remaining Contingency	$13,984.32

Justification:
1. See Attached Contingency Log and Summary

Original Contract Amount:	$3,056,492.02
The Amount of the Contract Will Be Changed by this Change Order:	$0.00
The Contract Total Including this and Previous Change Orders Will be:	$3,056,492.02
The Contract Period Will be (Changed) by this change order by:	**+6 days**

This document will become a supplement to the contract and all provisions will apply hereto:

(Owner) City of Murfreesboro — (Date)

John R. Gordon — 9-5-2025
(Owner's Architect/Engineer) — (Date)
John Gordon, Energy Land & Infrastructure

Signed by:
James Pollard
6B564D60E0C840B...
(Contractor) — 9/15/2025 (Date)
Steelhead Building Group

This information will be used as a record of any changes to the original construction contract

Signed by:
APPROVED AS TO FORM
Adam F. Tucker
42A2039E54E940...
Adam F. Tucker, City Attorney

Docusign Envelope ID: AEEC090D-279B-4AE4-8D31-1CD976E5E815

Contingency Tracking
OLD FORT PARK BALLFIELD AND PARKING RENOVATIONS

Contingency Request #	*tracking #*	DESCRIPTION	Amount
1	*01*	Water service (additional backflow preventer, new water service pipe)	$ 11,808.05
2	*02*	Removal of Demo items	$ 5,948.64
3	*03*	Additional Asphalt Pavement Removal due to thickness	$ 9,298.38
	04	Additional Concrete Demolition	$ 171.35
	05	Additional High Visibility Fence	$ 178.50
	06	Reduced Silt Fence	$ (85.75)
4	*07*	PVC sleeve for water service	$ 2,159.36
5	*08*	Additional borrow material for ballfield	$ 55,267.12
6	*09*	undercut and backfill at parking	$ 23,359.15
7	*10*	concrete at batting cage	$ 3,458.11
8	*11*	undercut and backfill at ballfield	$ 20,000.01
		Total Contingency Amount through 9-5-2025	**$ 131,562.92**

Contingency amount $ 145,547.24

remaining $ 13,984.32

Change Order 2 includes Contingency Requests 6, 7, and 8

Summary:

01: Plans called for reuse of existing water service but based on site conditions a new water service was needed.

02: Several demolition items were planned to be retained by MPRD but were not acceptable and needed to be removed from the site.

03: The existing asphalt pavement at the parking lot which was removed was thicker than estimated, requiring additional contractor work.

04: Additional quantity was required more than estimated.

05: Additional quantity was required more than estimated. [+6 days]

06: Reduced quantity quantity was needed compared to estimated.

07: Protective conduit was required for new water service

08: Additional shot rock and surge stone material was needed at the ballfield compared to the estimate. This is mainly because the topsoil was thicker than estimated. The topsoil needed to be removed before the fill was placed, so more stone was required to fill to reach the required field elevation. An adjustment to the ballfield elevations to compensate for the additional thickness was considered, but the elevation could not be lowered because of drainage.

09: undercut and backfill in parking to remove soft areas based on geotechnical review and recommendation [+4 days]

10: additional concrete at batting cage based on size of cage and netting, slight increase from plans based on estimated vs actual footprint with cage system

11: undercut and backfill at ballfield to remove and replace unsuitable soils [+2 days]

Docusign Envelope ID: AEEC090D-279B-4AE4-8D31-1CD976E5E815

STEELHEAD
BUILDING GROUP

CONTINGENCY USE REQUEST # 6

Prepared By: Steelhead Building Group
Date: 08/12/25

COST CODE	DESCRIPTION OF WORK	QNTY	UNIT MEAS	MATERIAL UNIT COST	MATERIAL TOTAL	LABOR UNIT COST	LABOR TOTAL	OTHER UNIT COST	OTHER TOTAL	SUB TOTAL
31-3300	**Machinery & Labor:** Excavate unsuitable areas in the parking lot per the 3rd party testing report, dated 8/1/25.	1.00	LS	0.00	0.00	0.00	0.00	0.00	$8,737.66	$8,737.66
31-3300	**Surge Rock:** Structural fill for undercut areas	157.30	CY	26.34	4,143.28	0.00	0.00	0.00	$0.00	$4,143.28
31-0000	**Spoils:** Haul off and disposal of unsuitable undercut soils	1.00	LS	0.00	0.00	0.00	0.00	3,800.00	$3,800.00	$3,800.00
31-0000	**Testing:** 3rd party testing fees for inspection/testing of excavated/undercut areas	1.00	LS	0.00	0.00	0.00	0.00	945.00	$945.00	$945.00
01-0000	**General Conditions:** Contractors direct overhead for an additional 4 days onsite (breakdown of per day cost is available upon request)	4.00	Day	0.00	0.00	0.00	0.00	894.70	$3,578.80	$3,578.80
		0.00	LS	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00

SUBTOTAL	$ 21,204.74
OVERHEAD	*Incl. above*
EXTENDED GENERAL CONDITIONS	*Incl. above*
FEE	$ 1,696.38
BOND	$ 458.02
TOTAL	$ 23,359.15

Contract duration shall be changed by 4 days.

For Owner Use:

Approved ☒ Declined ☐

Brad Heringsee
Signed *Printed Name*

6.19.2025
Date

Docusign Envelope ID: AEEC090D-279B-4AE4-8D31-1CD976E5E815

STEELHEAD
BUILDING GROUP

CONTINGENCY USE REQUEST # 7

Prepared By: **Steelhead Building Group**
Date: **06/17/25**

COST CODE	DESCRIPTION OF WORK	QNTY	UNIT MEAS	MATERIAL UNIT COST	MATERIAL MATERIAL TOTAL	LABOR UNIT COST	LABOR LABOR TOTAL	OTHER UNIT COST	OTHER OTHER TOTAL	SUB TOTAL
03-1000	Additional square footage of concrete required to properly install batting cage posts and netting. An additional 18" around the entire slab	264.00	SQFT	0.00	0.00	0.00	0.00	11.01	$2,906.64	$2,906.64
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
	Sales Tax	Lot.			0.00					$0.00

SUBTOTAL	$ 2,906.64
OVERHEAD	$ 232.53
EXTENDED GENERAL CONDITIONS	
FEE	$ 251.13
BOND	$ 67.81
TOTAL	$ 3,458.11

Contract duration shall be unchanged by 0 days.

For Owner Use:

Approved ☒ Declined ☐

Signed

BRAD HELINESKE
Printed Name

8.10.2025
Date

Docusign Envelope ID: AEEC090D-279B-4AE4-8D31-1CD976E5E815

STEELHEAD
BUILDING GROUP

CONTINGENCY USE REQUEST # 8

Prepared By: Steelhead Building Group
Date: 09/04/25

COST CODE	DESCRIPTION OF WORK	QNTY	UNIT MEAS	MATERIAL UNIT COST	MATERIAL MATERIAL TOTAL	LABOR UNIT COST	LABOR LABOR TOTAL	OTHER UNIT COST	OTHER OTHER TOTAL	SUB TOTAL
31-3300	**Machinery & Labor:** Excavate 2'-0" deep of unsuitable soils over an area of 2,550 SF near the third base line of the ballfield per EOR's direction.	1.00	LS	0.00	0.00	0.00	0.00	0.00	$6,712.66	$6,712.66
31-3300	**Surge Rock:** Structural fill for undercut areas	222.55	CY	26.34	5,861.91	0.00	0.00	0.00	$0.00	$5,861.91
31-0000	**Spoils:** Haul off and disposal of unsuitable undercut soils	1.00	LS	0.00	0.00	0.00	0.00	4,136.00	$4,236.00	$4,236.00
		0.00	LS	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00
		0.00	LS	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00
	Exclusions: 3rd party testing costs									

SUBTOTAL	$ 16,810.57
OVERHEAD	$ 1,344.85
EXTENDED GENERAL CONDITIONS	
FEE	$ 1,452.43
BOND	$ 392.16
TOTAL	$ 20,000.01

Contract duration shall be changed by 2 days.

For Owner Use:

Approved [X] Declined [ ]

Brad Hennessee
Signed

BRAD HENNESSEE
Printed Name

9.5.2025
Date

Costs presented in this Contingency Request are valid until 12:00pm on 09/05/25. If not approved within this time period, critical path scope will be delayed and additional costs may apply.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Updating Employee Handbook Section 6013 Regarding Social Media and Website Guidelines

Department: Communications

Presented by: Alan Bozeman, Communications Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Updates to the Employee Handbook on Social Media and Website Guidelines.

Staff Recommendation

Approve Employee Handbook Section 6013

Background Information

The Social Media and Website Guidelines were originally adopted in 2013 as Section 6013 of the Employee Handbook. These recommended updates reflect changes in social media platforms, usage trends, legal consideration, and communications strategies over the past decade.

The updated policy provides clearer definitions of Inappropriate Content that should not be posted on City-managed websites or social media platforms.

It outlines what constitutes Inappropriate Social Media Public Comments that are not protected by the First Amendment and may be removed, along with proper procedures for doing so.

The policy now includes detailed guidance on when and how individuals may be blocked or banned from City social media accounts, ensuring compliance with legal standards and transparency.

The policy continues to align with the City's records retention and public record request requirements.

Council Priorities Served

Establish strong City brand

The Social Media and Website Guidelines Policy supports the City brand

Fiscal Impact

None

Attachment

Employee Handbook Section 6013

Employee Handbook

Policy No:	**6013**	
Policy:	**Social Media and Website Guidelines**	
Effective Date:	**09-18-25**	
Supersedes Section No:	**6013**	**Dated: 02-28-13**

---

1. PURPOSE

The Murfreesboro City Council has acknowledged that social media, when used properly, is a valuable means of facilitating the flow of information to and civic engagement with City residents and businesses. To ensure the appropriate use of social media by the City and its officials and employees, City Council adopted Resolution 25-R-21 ("Social Media Use and Internet Posting Policy") as the City's official policy regarding the use of social media. The following Social Media and Website Guidelines ("Guidelines") establish, as required by Section 2.4 of the Social Media Use and Internet Posting Policy, rules to guide City officials and employees using social media in performing authorized work for the City. These Guidelines do not apply to an employee's personal use of social media. Personal use of the City's information technology resources and non-City social media sites/accounts/pages by City officials and employees are governed by Employee Handbook Section 6012 and the City's Social Media Use and Internet Posting Policy, respectively.

2. DEFINITIONS

For this policy, the following definitions shall apply:

2.1 "Advertising" is any announcement that endorses or sponsors a product, service, viewpoint or content.

2.2 "Authorized User" is a City official or employee who has been given written permission by the City Manager, Executive Director, or a Department Director to establish, monitor, and update a City or departmental website and/or social media site/account/page. All Authorized Users must sign a Social Media and Website Acknowledgement Form (Form 6013A).

2.3 "Confidential Information" includes, but is not limited to anything that is exempted or prohibited from public disclosure under any applicable Tennessee or federal law, including without limitation: T.C.A. § 10-7-504 (Tennessee Public Records Act); T.C.A. §§ 37-1-153, 37-1-154, 37-1-155, 37-1-409, 37-1-612, 37-1-615 & 37-2-408 (juvenile records); T.C.A. § 49-50-1408 (Tennessee Education Trust Reporting Act); T.C.A. § 50-9-109 (records of employer's drug testing program); T.C.A. § 67-1-1702 (tax returns, audits, letter rulings and other taxpayer identifying information); T.C.A. § 67-4-722 (business tax statements, reports, audits and returns); Rule 16 of the Tennessee Rules of Criminal Procedure; Rule 26 of the Tennessee Rules of Civil Procedure (work product prepared in anticipation of or for trial); 20 U.S.C. §§ 1232 et seq. (Family Educational Rights and Privacy Act); 45 CFR §§ 160 & 164 (Health Insurance Portability and Accountability Act Privacy Rule); and Tennessee's common law attorney-client privilege doctrine.

2.4 Inappropriate Content by an Authorized User, whether in the form of text, image, audio, or video, and appears as an original post, comment, or link to content on another Internet or social media site/account/page, includes:

a. Content in support of, or in opposition to, any political candidate campaign or ballot measure (other than any ordinance submitted pursuant to Article IV, Sections 26 & 27 of the City Charter);
b. Content that is profane, obscene, violent, sexually explicit, or pornographic;
c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, marital status, receipt of public assistance, national origin, physical or mental disability, or any other legally protected classification or category;
d. Content that violates the terms of use and rules established by a social media provider (e.g., Facebook prohibits attacks based on a person's "race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition");
e. Content that may tend to compromise the safety or security of public systems and structures, any individual or the public in general;
f. Content that violates a legal ownership (e.g., copyright, patent, trademark) of any other individual or entity;
g. Content that attacks, insults or otherwise threatens any person or organization;
h. Content that violates any federal, state or local law or encourages any illegal activity;
i. Content soliciting commerce by a non-City entity, including but not limited to the advertising of any business or product for sale.

2.5 Inappropriate Public Comment not protected by the First Amendment whether in the form of text, image, audio, or video on a City social media site/account/page, includes:

a. Comments expressly advocating direct violence or other illegal activity;

b. Comments containing or linking to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value;
c. Comments that expressly encourage or advocate the City to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class;
d. Comments containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts;
e. Comments that contain images or other content that violate the intellectual property or copyrights of someone else, if the owner of that property notifies the City that the property was posted in a comment on the City social media account;
f. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, or browser;
g. Comments containing links to any website/social media not controlled by the City; and
h. Duplicate comments posted repeatedly within a short period of time.

2.6 "Social Media" means an interactive tool that allows the integration of scalable technology, content sharing and social interaction through the Internet. Social media includes, without limitation, social networking sites and services such as Facebook, X, Instagram and LinkedIn, RSS (Rich Site Summary/Really Simple Syndication) feeds, blogs, electronic forums (e.g., chatrooms), wikis and media-sharing tools such as YouTube.

3. GENERAL POLICIES

3.1 Administration of the City's Social Media Sites/Accounts/Pages and Internet Presence

a. The City's official website (www.murfreesborotn.gov) is and shall remain the City's primary and predominant Internet presence. An Executive Director or Department Director shall notify the Communications Director (or their designee) of Authorized Users to be added or removed as administration users/publishers of the website and/or social media sites/accounts/pages. When a person terminates employment with the City, the Communications Director (or their designee) should be notified, and administrative privileges revoked no later than the last day of employment.
b. The Communications Director (or their designee) is responsible for assuring that the City's official Internet presence via the City's website(s) and various social media comply with the City's Social Media Use and Internet Posting Policy and these Guidelines. Any website and social media account/site/page representing that it is an official site or communication of the City must be created pursuant to the City's Social Media Use and Internet Posting Policy and must comply with these Guidelines. Before the creation of any such account/site/page, an Executive Director or Department Director (or their designee) must first complete for approval

to the Communications Director (or their designee) a Social Media Request Form (Form 6013B). Any website and social media account/site/page representing the City found not to have been approved by the Communications Director (or their designee) will notify the responsible Executive Director or Department Head (or if it is unclear which director is responsible for the account, then the account itself). They will be given 30 days to bring the account into compliance and/or complete and submit for approval the Social Media Request Form (Form 6013B). If they have not done so within 30 days, the City will take steps to deactivate/delete the account, including where applicable by contacting the Social Media site/account/page or service, by submitting a Digital Millennium Copyright Act takedown for misuse of the City's intellectual property.

c. The Communications Department shall be responsible for creating or otherwise establishing all social media sites/accounts/ pages and websites that have been approved in accordance with (3.1)(b) of these Guidelines. The Communications Department shall have administrative privileges with respect to all City and department-specific social media tools and websites and shall maintain a record of all such approved sites and social media tools. All approved social media sites/accounts/pages will be listed on the City's official website social media page. No department may utilize a social media site/account/page unless the Communications Department has administrative privileges with respect to the site. The Communications Department shall have the authority to edit or remove content from any social media site/account/page or website as directed by the City Manager, Executive Director, or Department Director or their respective designees to the fullest extent feasible on any given social media tool or website.
d. The Communications Department shall be responsible for training City employees on the appropriate use of social media tools and websites.
e. An Executive Director or Department Director whose division or department maintains an authorized social media site/account/page or other internet presence is responsible for assuring that any such presence complies with the City's Social Media Use and Internet Posting Policy and these Guidelines. Divisions or Departments shall also develop protocols for the review and approval of content prior to its posting on the City's official website or social media site/account/page. Such protocols should be appropriate to the department's structure and needs. City departments should seek guidance from the City's Information Technology and Communication Department with respect to the use and maintenance of any such site. Questions and concerns regarding compliance with the City's Social Media Use and Internet Posting Policy and these Guidelines should be directed to the City Legal Department.
f. All City officials and employees are responsible for ensuring that their online activities comply with the City's Social Media Use and Internet Posting Policy, these Guidelines, and any other applicable Federal, State and City law, ordinance, regulation and policy.

3.2 Social Media Sites/Accounts/ Pages

a. Before any City or department-specific social media site/account/page is created, the Executive Director or Department Director (or their designee) must submit a Social Media Request Form (Form 6013 B) to be reviewed by the Communications Director (or their designee). To help determine the need for the request, content for the proposed account may be submitted for a three-month period to be posted on an existing City account may be submitted for a three-month period to be posted on an City account to measure engagement for consideration for approval. After the trial period the Communications Director (or their designee) will determine whether to approve the request. If approved, the social media site/account/page will be listed on the City's official website social media page and connected to the City social media archive system.
b. An Executive Director or Departmental Director must submit any changes to the type of information to be communicated via the social media site/account/page or the Authorized User within the department who are responsible for the content and upkeep of the site to the Communications Director (or their designee). When an Authorized User terminates employment with the City, the Communications Director (or their designee) should be notified and administrative privileges revoked no later than the last day of employment.
c. No social media site/account/page or other Internet presence shall be approved that does not allow the Communications Director (or their designee) to edit or remove content immediately from the site as directed by the City Manager, Executive Director, Department Director, or respective designees.
d. If a social media site/account/page becomes misused, underused, or inactive the site/account/page may be closed by the Communications Director (or their designee) and content included on another City site/account/page.
e. Social media accounts should be consistent with the overall City brand. Home pages for accounts shall display the City or Department logo.
f. No Authorized User and City site/account/page shall post in a manner that can't be archived.
g. Only Authorized Users can post content on City sites.
h. Social media tools are to be used as ancillary means of communicating information via the Internet in conjunction with the City's official website. Accordingly, social media tools should be used primarily for:
    1. Disseminating time-sensitive information as quickly as possible (e.g., emergency notifications); and
    2. Posting City-related marketing and promotional information to the widest possible audience.
i. Emergency notifications and other time-sensitive notifications (such as event cancellations or time/location changes) shall be posted as soon as possible on all appropriate social media sites/accounts/pages, the City's official website, CityTV and any relevant department-specific website. Other content posted to a City social media site/account/page shall

contemporaneously be posted on the City's official website, whenever such additional posting is technically feasible and warranted under the circumstances.

j. Wherever possible and appropriate, content posted to a City or departmental social media site/account/page should contain links directing users to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City.

k. All City social media site/accounts/pages shall clearly state that they are maintained by the City of Murfreesboro and that they are governed by the City's Social Media Use and Internet Posting Policy and Social Media and Website Guidelines.

l. All social media sites/accounts/pages shall clearly and conspicuously state that the purpose of the site/account/page is to facilitate communication between the City and public and that all postings and commenting are subject to review and deletion by the City pursuant to the City's Social Media Use and Internet Posting Policy and as necessary to ensure compliance with any applicable law. In addition, all social media sites/accounts/pages shall set forth or provide a hyperlink to the City's "Posting and Commenting Terms of Use." (See Posting and Commenting Terms of Use Template in section (4) of these Guidelines.)

m. The City Manager, Executive Directors, or Department Directors shall identify those employees authorized to use social media on behalf of the department ("Authorized Users"), and shall ensure that each Authorized User has signed the social media and website acknowledgment policy form (Form 6013A) and is trained by the Communications Department to use social media appropriately and effectively to achieve the department's goal. Only authorized and trained employees shall engage in social media activities on the City's and/or department's behalf. The City Manager, Executive Directors, or Department Directors shall submit to the Communications Director (or their designee) a list of Authorized Users, including log in credentials, for every social media site/account/page maintained by the department.

n. Authorized Users may:
    1. Maintain and update a City or department social media site/account/page;
    2. Post content to a social media site/account/page on behalf of the City or department;
    3. Monitor and review comments and content posted by the public on the City's or department's social media sites/accounts/pages;
    4. Use social media advertising as a strategy and objective if budget permits; and
    5. After consultation with the Communications Director (or their designee), remove comments (including comments posted by City officials and employees acting as members of the public) in accordance with section (2.5) of these Guidelines.

3.3 Record Retention

a. Content posted on City website and social media sites/accounts/pages may be subject to the provisions of Tennessee's Public Records Act, Tenn. Code Ann. §§ 10-7-501 et seq. Any content maintained in a social media format related to City business, including a list of subscribers and posted communications and comments, may constitute a public record.

b. The department maintaining the social media site/account/page will ensure it is connected to the City's social media archive system. The Communications Director (or their designee) will assist in responding completely and accurately to any public records request for public records on social media through the social media archive system.
c. Tennessee state law and applicable City records retention schedules may apply to some or all social media content. If the City social media archive system is technically unable to archive content posted on a certain social media site/account/page, to the extent legally required and technologically and economically feasible, content posted on behalf of the City or a department by an Authorized User, shall be maintained in an accessible format independent of the social media site/account/page so that it can be produced in response to a public records request. All City and departmental social media sites/accounts/pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.

3.4 Posting Policy

a. All posted content must relate to City business and specifically relate to the responsibilities of the official or employee making the post.
b. Officials and employees shall ensure that no posted content violates an individual's privacy rights or discloses information considered confidential under state or federal law. (See section (b)(3) of these Guidelines.) All content must comply with City policy governing external communications.
c. Officials and employees shall not post any Inappropriate Content (as defined in section 2.4 of these Guidelines) to any City or department-specific website or social media site/account/page. Notwithstanding these general prohibitions, officials and employees may post content that directly or indirectly endorses any person, product, service or organization not directly associated with the city, where such endorsement has been approved in writing by the City Manager.
d. Officials and employees shall not post any content related to legal matters, litigation, or any parties with whom the City is or may reasonably be in litigation, unless authorized in writing by both the City Manager and the City Attorney.
e. Officials and employees shall comply with all state, federal, and international laws governing intellectual property and online activities.
    1. Officials and employees shall refrain from posting copyrighted and other material, including photos and content obtained from non-City Internet sites, unless the City, official, or employee has the legal right to publish the material. Before posting any copyrighted material (e.g., text, photograph, music, video, graphics), officials and employees shall first confirm with the Legal Department whether or not the City has preexisting license to publish the material. If the City is not licensed to publish the material, an official or employee shall not post the copyrighted material without first obtaining written permission to publish the material from the copyright holder or written confirmation that the material may be published without the payment of royalties.

2. Even when posting content that is in the public domain (i.e., material not protected by copyright or paten), officials and employees shall always include accurate attribution of the content's source in their post. ALL EMPLOYEES SHOULD BE ALERT TO THE FACT THAT MERELY BECAUSE INFORMATION AND OTHER CONTENT MAY BE FREELY AVAILABLE ON THE INTERNET, THIS DOES NOT MEAN THAT THE MATERIAL IS FREE FROM COPYRIGHT OR PATENT PROTECTION.

f. Posting of content in violation of the City's Social Media Use and Internet Posting Policy and these Guidelines may subject the individual posting the content to disciplinary action by the City as well as civil and/or criminal penalties under federal and/or state law.

3.5 Policy Regarding Monitoring of Content and Comments

a. The City reserves the right to restrict or remove any content that is posted on a City or department-specific website or social media site/account/page that is deemed in violation of the City's Social Media Use and Internet Posting Policy, these Guidelines as defined in section (2.4) Inappropriate Content by an Authorized User, or any applicable law.
b. Inappropriate Public Comments as defined in section (2.5) of these Guidelines are prohibited and shall be immediately removed by any Authorized User for the site in consultation with the Communications Director (or their designee) in accordance with subsection (c) below. Language filters should remain in the social media default setting with no additional words added.
c. Any public comments that clearly violate any applicable law or the City's Social Media Use and Internet Posting Policy should be removed by an Authorized User after consultation with the Communications Director (or their designee) as soon as such public comment is identified. If an Authorized User or the Communications Director (or their designee) has any doubt as to whether a posted public comment violates an applicable law or the City's Social Media Use and Internet Posting Policy, the Authorized User shall consult with the Authorized User's Executive Director or (if the User's Executive Director is unavailable) the Authorized User's Department Director, and shall not remove the public comment in question unless the Executive Director or Department Director has approved such removal. If an Executive Director or Department Director has any doubt as to whether removal of the public comment would constitute illegal censorship in violation of the free speech rights of the person posting the comment, an Executive Director/Department Director shall not remove such content without first seeking guidance from the City's Legal Department.
d. The following must be posted as a comment on the original post after removing a comment: "The City of Murfreesboro has removed comments violating the City of Murfreesboro Social Media and Internet Posting Policy. A copy of the City's Social Media and Internet Posting Policy, which includes a description of what constitutes Inappropriate Public Comment not protected by the First Amendment, is available at www.murfreesborotn.gov."
e. When a public comment includes an Inappropriate Public Comment as defined per section (2.5) by the same user on three or more occasions within a twelve-month rolling period, an

Authorized User in consultation with the Communications Director (or their designee) may block or ban the offending user from the social media site/account/page where the violations occurred. The Authorized User who blocked/banned the user, will (a) reasonably attempt to notify the user; (b) describe the violation(s) and (c) explain the appeal process.

f. A user whose comment has been removed or who has been blocked/banned may appeal to the City. To appeal a removal of a comment or being blocked/banned from a site, the user should submit a letter or email to the Communications Department explaining their case for review. If the appeal is successful, the comment may be added back, or the user will be unblocked/unbanned from the social media site/account/page. If the appeal is not successful, the decision stands.

3.6 Video Posting Guidelines

a. The Communications Department shall have exclusive authority to post video to the City's YouTube channel (http://www.youtube.com/cityofmurfreesboro).
b. All video content posted to a City or departmental website or social media site/account/page must conform to the technical standards established by the City's Communications Director (or their designee).
c. Video content from sources other than CityTV, the City of Murfreesboro, or a third-party pre-approved by the Communications Director may not be embedded on www.murfreesborotn.gov pages. Links to external videos are permitted.
d. Retention of Video Posted on YouTube, Facebook, or on a City or Departmental Website
    1. All original video files must be preserved in accordance with the City's retention policy.
    2. Video clips posted on YouTube should have comments disabled.

4. POSTING AND COMMENTING TERMS OF USE TEMPLATE

4.1 The posting and commenting terms of use for all City and department social media sites/accounts/pages should be based on the following standard terms of use template:

This is the official *[website, Facebook page, X account]* of [the City of Murfreesboro, TN, or the Murfreesboro (Department Name), a Department of the City of Murfreesboro, Tennessee]. This *[site/page/group/account]* is intended to serve as a mechanism for communication between the public and the [*City/Department] [if appropriate, add list of approved topics; e.g., recreation].*

Comments posted to this site will be monitored. The City reserves the right to remove postings and comments that violate any applicable laws or the City of Murfreesboro's Social Media Use and Internet Posting Policy, a copy of which is available at [insert hyperlink]. All postings and *[comments/replies/direct messages]* to this *[site/page/group/account]* are public records of the City of Murfreesboro and may be subject to disclosure under Tennessee's Public Records Act, Tenn. Code Ann §§ 10-7-501 et seq.

Neither the City nor the *[Department]* endorses or sponsors any advertising posted by the Social Media host on the Department's site. The Social Media host is a private entity, and the privacy terms established by the entity apply to this site. The City does not guarantee the reliability or accuracy of any third-party link, and the City reserves the right to remove any link or *[comment/reply/conversation]* that is prohibited by or inconsistent with the City's Social Media Use and Internet Posting Policy.

4.2 Whenever possible, the posting and commenting terms of use of shall appear on the site's/account's/page's information page (e.g., on Facebook, the account's "About" page). When it is not practicable or technically feasible to post the Posting and Commenting Terms of Use on the site itself, the site/account/page shall contain a link to the site's Posting and Commenting Terms of Use available on the City's official website.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Health Benefits Service Agreements for 2026

Department: Human Resources

Presented by: Randolph Wilkerson, Human Resources Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval of Health Benefits Services and Insurance for 2026 benefits plans.

Staff Recommendation

Approve agreements with the following health benefits organization: 1) BCBST for comprehensive insurance services for the City's medical and vision plans, and 2) Delta Dental for comprehensive dental insurance.

Background Information

Staff completed a thorough RFCSP process and vetted the organizations. Staff recommend using these organizations for health benefits services and insurance coverage for our employees. The BCBST agreement is pending legal review for approval.

The expense for BCBST is $580,914 for the first year, with auto-renewal options over multiple years. The total anticipated expense for the BCBST agreement for five years is $3,064,932. The expense for Delta Dental is $79,650 for the first year, with auto-renewal options over multiple years. The total anticipated expense for the Delta Dental agreement for three years is $238,950.

The cost for both agreements for the first year will be funded with the Insurance Fund FY26 operating budget. However, the vision portion of the BCBST will be fully funded by the City's employees.

Council Priorities Served

Responsible budgeting

The BCBST agreement is a $196,470 decrease from the prior agreement. The Delta Dental plan is $4,248 more than the prior agreement.

Fiscal Impact

The expenses, BCBST - $580,914 for Medical, and Delta Dental- $79,695, are budgeted and funded by the City's Insurance Fund. However, the vision portion of the BCBST agreement will be fully funded by the City's employees**.**

Attachments

1. BCBST Administrative Service Fees Agreement
2. Delta Dental Administrative Service Agreement

of Tennessee

City of Murfreesboro

ADMINISTRATIVE FEES

	1/1/2026	1/1/2027	1/1/2028	Optional 1/1/2029	Optional 1/1/2030
Base Administrative Fee[1]	$24.85	$25.55	$26.27	$27.01	$27.77
Rx Integration Fee	$2.50	$2.55	$2.60	$2.60	$2.60
Total Administrative Fee	$27.35	$28.10	$28.87	$29.61	$30.37
Broker Commissions	$0.00	TBD	TBD	TBD	TBD
Total Administrative Fee with Broker Commissions	$27.35	TBD	TBD	TBD	TBD

Cost Management Solutions: Programs specifically designed to manage claim cost spend

Precision Care Support[2] is *required* and our Standard Program Solution as a fully integrated model focused on engagement metrics, measured outcomes, and targeted strategies delivered across three core areas:

Prevention & Support	Intensive Support	Comprehensive Utilization Management
✓ Wellness Visit Promotion	✓ High Risk OB & NICU	✓ Medical Care Treatment Necessity
✓ Medication Adherence	✓ Cancer Treatment	✓ Member Care Steerage
✓ Emergency Room Reduction	✓ Organ Transplant	✓ Specialty Medication Management
✓ Readmission Reduction	✓ Complex Medical & BH Care	✓ Prescription Drug Management

Flexible Cost Management Programs[2] are *optional* and designed to maximize outcomes to reduce healthcare spend across the three core areas:

Teladoc™Health Base Package	Chronic Care Management	Advanced Radiological Imaging
	Healthy Maternity Management	Musculoskeletal PA Program
		Genetic Testing
		Sleep Management Program

BlueCross will provide the following Value Adds					
Annual Wellness Fund	$75,000	$75,000	$75,000	$75,000	$75,000
Total Value Adds (Annualized)	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**
Total Value Adds (PEPM Equivalent)	**$4.22**	**$4.22**	**$4.22**	**$4.22**	**$4.22**

See Programs & Conditions for additional information. Precision Care Support is required. Flexible Cost Management Programs are optional and come at an additional cost.

[1] Billed through Admin Invoice (PEPM). [2] Billed through Claims Invoice (PMPM).

✓ Included & Selected Programs & Services

of Tennessee

City of Murfreesboro

ADMINISTRATIVE FEES

Programs & Conditions

- The terms & provisions of this pricing proposal are predicated on BlueCross BlueShield being the sole medical carrier for City of Murfreesboro.
- If City of Murfreesboro terminates prior to the end of the multi-year fee guarantee 12/31/2028, there will be an early termination penalty equal to 1 month's fee of the Total Administrative Fee.
- For the provided Discount Guarantee, the fee at risk is the Base Administrative Fee.
- BlueCross will provide an annual Wellness Allowance of $75,000 for 4/1/2025 - 3/31/2030 to be used for BlueCross products or services, or products or services from an outside vendor related to BlueCross administered benefit programs. Receipts/invoices required for reimbursement. Consulting fees are not eligible for reimbursement. Unused funds do not rollover or carry-forward into the next or subsequent year.
- Shared Savings provides a pay as you go approach, by only paying administrative expense when services are incurred. The fee is 29% of savings and recoveries associated with Subrogation, Class Action Suits, Mass Torts, Provider & Claim Audits, Enhanced Payment Integrity edits, and COB Recoveries. City of Murfreesboro will be responsible for attorney fees associated with Subrogation, Mass Tort, or Class Action Suit Recoveries. BlueCross will retain 100% of Medical Drug Rebates. BlueCross values transparency in shared savings and thus provides online Interactive Reporting that includes a weekly Shared Savings Recoveries report.
- For out-of-network claims, BlueCross will calculate a reduction in billed charges based on a proprietary Blue Maximum Allowed Charge (MAC). As part of our out-of-network cost management program, BlueCross shall receive a fee of 30% of billable savings achieved from these services. The difference between billed charges and repriced charges is the billable savings.
- Fixed charges for Precision Care Support program will be billed to the claims invoice. Charges are available upon request and will be subject to change annually.
- If applicable, fixed charges for the following Flexible Cost Management Options will be billed to the claims invoice:
  Advanced Radiological Imaging, Musculoskeletal PA Program, Genetic Testing, Sleep Management Program, Chronic Care Management , Healthy Maternity, Teladoc Health Base Package. Charges are available upon request and will be subject to change annually.
- The BlueCard fees are fully funded & paid by BlueCross on behalf of City of Murfreesboro.
- BlueCross retains the right to adjust the administrative services fee to cover reasonably anticipated cost variations resulting from:

  a. Changes in the plan, legislation, regulation, or required assessment or tax that changes BlueCross' costs in offering the plan.

  b. Termination or addition of a subsidiary, operation or class of employees

  c. Fluctuation of the actual number of covered employees by +/- 10% by location, state, and/or in aggregate from the 1,481 contracts that the quote was based on.
- The Administrative Services Fees are based upon a member to subscriber ratio of 2.24. If this member to subscriber ratio changes by +/- 0.05, BlueCross reserves the right to recalculate the Administrative Services Fees.
- Rating may be revised if Federal, State, or Local action impacts the benefit levels quoted herein or affects our ability to meet our obligations to you, to your covered employees/our customers or to our contracted providers. By way of illustration, such legislation or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, BlueCross will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.
- Effective Case Management requires that BlueCross Case Managers have sufficient group engagement and contact information for those members identified and/or actively engaged in Case Management programs.
- This self-funded services fee agreement requires the group to notify BlueCross within 30 days if any information set forth in this exhibit changes at any time while coverage is provided to you by BlueCross.
- The coverage of this self-funded services fee agreement allows caveats and conditions set forth in this document to survive execution of any final contract and/or issuance by BlueCross of any policy and/or Administrative Services Agreement.
- This self-funded pricing proposal is a high-level summary of the proposed coverage. It does not identify all the categories of health care expenses that are covered or excluded.

of Tennessee

City of Murfreesboro

FIXED CHARGES

1/1/2026

Precision Care Support	$3.54

Advanced Radiological Imaging	$0.47
Chronic Care Management	$1.03
Genetic Testing	$0.15
Healthy Maternity Management	$0.20
Musculoskeletal PA Program	$0.46
Sleep Management Program	$0.16
Teladoc Health Base Package	$0.21

Fixed Charges for Precision Care Support and Flexible Cost Management Programs will be billed to the claims invoice on a PMPM basis.

Precision Care Support is our fully integrated care management model. This program is required. The Flexible Cost Management Programs provide opt-out flexibility at the program level.

Delta Dental of Tennessee
Declaration Page

Group Name:	City Of Murfreesboro
Group Number:	4009
Group Address:	PO Box 1139
City, State, Zip Code:	Murfreesboro, TN 37133-1139
Contract Effective Date:	January 1, 2026
Contract Renewal Date:	January 1, 2029
Benefit Year:	January 1 through December 31 Provider
Network:	Delta Dental PPO™ (Point-of-Service)

Eligibility Requirements

All permanent, full time EMPLOYEES who work a minimum of 30 hours per week who are hired on or prior to the EFFECTIVE DATE are eligible for enrollment on the EFFECTIVE DATE or when they have met the GROUP's eligibility requirements.

Employees are eligible on the first day of the month following 60 days of continuous employment. Dependents are

eligible up to age 26 with no student verification requirement. Effective 1/1/2018. The Dependent Age Limit under

this Contract is to age: 26

Monthly Premiums

Administrative Service Fee:

Composite - $3.75 per month per Subscriber

This rate is contingent upon the enrollment of a minimum of 80% of the eligible Enrollee of the defined group and their Dependents with 80 percent of the cost paid by the GROUP.

In addition to the administrative service fee, the GROUP agrees to reimburse Delta Dental for claims payments as described in section 2.02 of this contract.

This plan requires a minimum of 500 enrolled primary Subscribers. The GROUP will be billed for the greater of the actual number of Subscribers or the minimum number of Subscribers.

Premiums will be deemed delinquent if not paid as billed and received by the 5th of each month.

Benefits

	Delta Dental	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	**Plan Pays**	**Plan Pays**
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	**100%**	**100%**	**100%**
Brush Biopsy - to detect oral cancer	**100%**	**100%**	**100%**
Radiographs - X-rays	**100%**	**100%**	**100%**
Periodontal Maintenance - cleanings following periodontal therapy	**100%**	**100%**	**100%**
Basic Services			
Emergency Palliative Treatment - to temporarily relieve pain	**80%**	**80%**	**80%**
Sealants - to prevent decay of permanent teeth	**80%**	**80%**	**80%**
Minor Restorative Services - fillings	**80%**	**80%**	**80%**
Endodontic Services - root canals	**80%**	**80%**	**80%**
Periodontic Services - to treat gum disease	**80%**	**80%**	**80%**
Oral Surgery Services - extractions and dental surgery	**80%**	**80%**	**80%**
Other Basic Services - misc. services	**80%**	**80%**	**80%**
Adjustments and Repairs - to bridges and dentures	**80%**	**80%**	**80%**
Major Services			
Crown Repair - to individual crowns	**50%**	**50%**	**50%**
Major Restorative Services - crowns	**50%**	**50%**	**50%**
Relines and Rebase - to dentures	**50%**	**50%**	**50%**
Implant Repair - implant maintenance, repair, and removal	**50%**	**50%**	**50%**
Prosthodontic Services - bridges, implants, and dentures	**50%**	**50%**	**50%**
Orthodontic Services			
Orthodontic Services - braces	**50%**	**50%**	**50%**
Orthodontic Age Limit -	**No Age Limit**	**No Age Limit**	**No Age Limit**

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people age 18 and under.
- Space maintainers are payable once per area per lifetime for people age 14 and under.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any three-year period, whether provided by a general dentist or specialist.
- Sealants are payable once per tooth per lifetime for first and second permanent molars for people age 15 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period for people age 12 and older.
- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

Deductible: $50 Deductible per person total per calendar year limited to a maximum Deductible of $150 per family per calendar year. The deductible does not apply to exams, preventive, x-rays, periodontal maintenance, full mouth debridement, certain adjunctive

services, casts, photos, and orthodontics.

Maximum Payment: $1,500 per person total per calendar year on all services, except oral exams, preventive, X-rays, full mouth debridement, periodontal maintenance, cephalometric films, photos, diagnostic casts and orthodontic services.
$1,000 per person total per lifetime on cephalometric films, photos, diagnostic casts, and orthodontic services.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Pedestrian Enforcement and Education Grant Contract

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Consider Tennessee Highway Safety Office pedestrian enforcement and education grant contract.

Staff Recommendation

Approve the grant contract.

Background Information

MPD has been awarded $60,000 for the THSO FY26 Pedestrian Enforcement and Education grant. This program provides funding for pedestrian safety enforcement operations and educational events to make roads safer. The department will use most of the funding to offset overtime wages for officers who participate in community outreach and education programs to increase safety awareness and help all roadway users understand their responsibilities. $17,000 from the grant funds will be used to purchase a mobile messaging trailer.

Council Priorities Served

Maintain Public Safety

Education improves awareness and promotes responsible driving and walking habits which makes roadways and walkways safer.

Fiscal Impacts

The department's income and expenses will increase by the Grant award of $60,000. No matching funds are required.

Attachments:

1. Grant Contract
2. Signature Authority Form

Docusign Envelope ID: B167C8DA-68A4-49B4-B4EF-B7C5CD9BF05D

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
October 01, 2025	September 30, 2026	Z26THS240	87770 (Other)

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro for Murfreesboro Police Department	4110

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number - 20.616

Grantee's fiscal year end - June 30

Service Caption (one line only)

Pedestrian Enforcement and Education

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		$60,000.00			$60,000.00
TOTAL:		**$60,000.00**			**$60,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)

Account Code (optional)

Docusign Envelope ID: B167C8DA-68A4-49B4-B4EF-B7C5CD9BF05D

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
City of Murfreesboro for Murfreesboro Police Department

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Murfreesboro for Murfreesboro Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall undertake Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and will include one or more of the following services: building and implementation of safe community coalitions and partnerships; building coalitions based on diversity issues; provide educational resources, public information and education; collect and evaluate data for allocation resources; provide and manage certified training.

A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	**Due Date**
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	**Due Date**
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

Docusign Envelope ID: B167C8DA-68A4-49B4-B4EF-B7C5CD9BF05D

The Grantee agrees:

a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.

b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.

c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, https://trafficsafety.org/), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).

g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.

h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.

j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair

Labor Standards Act's requirements for hours of work and overtime pay (see https://www.dol.gov/agencies/whd/flsa).

k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.

m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.

b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:

(1) Taking appropriate personnel action against such an employee, up to and including termination: or
(2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. This Grant Contract document with any attachments.

b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at http://tntrafficsafety.org/grant-management-manual.

c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty Thousand Dollars and Zero Cents ($60,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).

(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee’s failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Docusign Envelope ID: B167C8DA-68A4-49B4-B4EF-B7C5CD9BF05D

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Zachary Ferrell, Lieutenant
Murfreesboro Police Department
1004 N. Highland Avenue
Murfreesboro, Tennessee 37130
Email Address: 0850@murfreesborotn.gov
Telephone #: (615) 849-2670

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and

regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is

paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee

resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. [This provision only applies if the Maximum Liability in Section C.1. is $30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be

Docusign Envelope ID: B167C8DA-68A4-49B4-B4EF-B7C5CD9BF05D

obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Murfreesboro Police Department:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

APPROVED AS TO FORM:

Docusigned by:

95766DA47474A3...

Kelley B. Baker, Deputy City Attorney

GRANT BUDGET

Agency Name: Murfreesboro Police Department

Project Title: Pedestrian Enforcement and Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN:** 10/01/2025 **END:** 09/30/2026

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	$43,000.00	$0.00	$43,000.00
4, 15	Professional Fee, Grant & Award [2]	$0.00	$0.00	$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$17,000.00	$0.00	$17,000.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$60,000.00**	**$0.00**	**$60,000.00**

1. Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted online at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

2. Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
TOTAL	$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	$0.00
TOTAL	$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Messaging Board Trailer, Equipment ($10,000 or more)	$17,000.00
TOTAL	$17,000.00

Docusign Envelope ID: B167C8DA-68A4-49B4-B4EF-B7C5CD9BF05D

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Murfreesboro Police Department
Subrecipient's Unique Entity Identifier (SAM)	CMF9NNK9Z7D6
Federal Award Identification Number (FAIN)	69A3752530000405GTN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.616, National Priority Safety Programs
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	$60,000.00
Total amount of federal funds obligated to the subrecipient	$60,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$633,542.30
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

Docusign Envelope ID: 8A4DA299-D351-456C-B84F-E04D95F6A898

Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I Shane McFarland as the Mayor of
Name of Person Granting Signature Authority (Printed) **Title of Person Granting Authority**

City of Murfreesboro hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2025-2026 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Jenny Licsko, Public Safety Finance Manager
Name and Title (Printed)

Signed by:
F1FAEB2F1C2B4AE...
Signature

Sarah Gudger, Public Safety HR Supervisor
Name and Title (Printed)

Signed by: Sarah Gudger
BE77CD82B1EA454...
Signature

Lt. Zachary Ferrell, Traffic Division
Name and Title (Printed)

Signed by: Lieutenant Zachary Ferrell
7572C5A433DF4B2...
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority **Date**

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Amendment No. 1 of Agreement with Flock Group

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the amendment to the agreement for Flock cameras and services.

Staff Recommendation

Approve the amendment to the agreement with Flock for the subscription and support of additional cameras.

Background Information

Council approved the agreement for the purchase of Flock cameras on July 31, 2025. Amendment No. 1 provides for an additional 34 License Plate Readers(LPR) and 26 video cameras to be installed in and around City parks and greenways and utilized in conjunction with the Real Time Crime Center(RTCC).

This purchase is available through an Omnia Partners cooperative contract, which is permitted by State Statute and Council Resolution. The proposed contract is a three-year subscription with a total cost of $517,832, payable in annual installments. Staff have verified the cost effectiveness of this contract.

Council Priorities Served

Maintain Public Safety

Providing crime investigation tools and data analytics for crime solvability.

Fiscal Impact

The initial expense for year one of $195,515 is provided for in the Department's FY26 operating budget. Years two and three of $161,158 each will be budgeted accordingly in the department's FY27 and FY28 operating budgets.

Attachment

Amendment No. 1 of Agreement for Flock Cameras

Docusign Envelope ID: E299040B-1E56-414F-8886-6E8681FBD8EE

AMENDMENT #1
OF
AGREEMENT FOR FLOCK CAMERAS
BETWEEN
CITY OF MURFREESBORO
AND
FLOCK GROUP, INC.

WHEREAS, the City of Murfreesboro, a municipal corporation of the State of Tennessee ("City") and Flock Group, Inc., a corporation of the State of Georgia ("Contractor"), entered into an Agreement for the purchase of Flock Cameras on August 1, 2025; and

WHEREAS, the City desires to purchase additional cameras for Murfreesboro Parks and Greenways pursuant to this Contract as set forth in Quote #116322 (Attachment A to Amendment #1); and

WHEREAS, Clause 11 of the Contract allows for the modification of the agreement by written amendment executed by all parties; and

NOW THEREFORE, the Contract is amended as follows:

SECTION 1. The Contract is amended to include the purchase of additional items as set forth in Quote #116322 (Attachment A to Amendment #1).

SECTION 3. In all other respects, the Contract between the City of Murfreesboro and Flock Group, Inc., is affirmed with no additional changes or modifications. This Amendment is hereby effective this _____ ("Amendment Effective Date").

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

FLOCK GROUP, INC.

Signed by:
By:_____
1024EAF1F68A40F...
Dan Haley, Chief Legal Officer

Approved as to form:

DocuSigned by:
Kelley Blevins Baker
_____
95766DA477474A3...
Kelley Blevins Baker, Deputy City Attorney
Acting City Attorney

Docusign Envelope ID: E299040B-1E56-414F-8886-6E8681FBD8EE

Flock Safety + TN - Murfreesboro PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Will Pepper
will.pepper@flocksafety.com
+18595766724

flock safety

Docusign Envelope ID: E299040B-1E56-414F-8886-6E8681FBD8EE

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	TN - Murfreesboro PD	Initial Term:	36 Months
Legal Entity Name:	TN - Murfreesboro PD	Renewal Term:	24 Months
Accounts Payable Email:	dlicsko@murfreesborotn.gov	Payment Terms:	Net 30
Address:	1004 North Highland Avenue Murfreesboro, Tennessee 37130	Billing Frequency: Retention Period:	Annual Plan - First Year Invoiced at Signing. 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$161,158.80**
Flock Safety Bundles			
Dual Solar LPR - Standard Bundle, fka Falcon	Included	8	Included
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	17	Included
Flock Safety Video Products			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	23	Included
Solar Video Camera Fixed, fka Condor	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$622.05	13	$8,086.65
Video Camera Professional Services - Standard Implementation Fee	$717.75	23	$16,508.25
Professional Services - Existing Infrastructure Implementation Fee	$143.55	4	$574.20
Video Camera Professional Services - Standard Implementation Fee	$717.75	2	$1,435.50
Professional Services - Solar Bundle Implementation Fee	$861.30	8	$6,890.40

Docusign Envelope ID: E299040B-1E56-414F-8886-6E8681FBD8EE

Professional Services - Bundle Implementation Fee	$861.30	1	$861.30
		Subtotal Year 1:	$195,515.10
		Annual Recurring Subtotal:	$161,158.80
		Estimated Tax:	$0.00
		Contract Total:	$517,832.70

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• OMNIA Contract #R250203
Q-116322

BUNDLES	**MSRP Unit Price**	**OMNIA Discount Unit Price**
Dual Solar LPR - Standard Bundle, fka Falcon	$4,800.00	$4,593.30
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	$3,500.00	$3,349.50
LPR		
Flock Safety LPR, fka Falcon	$3,000.00	$2,871.00
VIDEO		
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	$3,000.00	$2,871.00
Solar Video Camera Fixed, fka Condor	$3,250.00	$3,110.25
PROFESSIONAL SERVICES		
Professional Services - Standard Implementation Fee	$650.00	$622.05
Video Camera Professional Services - Standard Implementation Fee	$750.00	$717.75
Professional Services - Existing Infrastructure Implementation Fee	$150.00	$143.55
Video Camera Professional Services - Standard Implementation Fee	$750.00	$717.75
Professional Services - Solar Bundle Implementation Fee	$900.00	$861.30
Professional Services - Bundle Implementation Fee	$900.00	$861.30

Docusign Envelope ID: E299040B-1E56-414F-8886-6E8681FBD8EE

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$195,515.10
Annual Recurring after Year 1	$161,158.80
Contract Total	$517,832.70

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$21,723.60
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$1,543.70

Docusign Envelope ID: E299040B-1E56-414F-8886-6E8681FBD8EE

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Dual Solar LPR - Standard Bundle, fka Falcon	Two solar-powered fixed standard-range LPR cameras on the same pole
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powerd fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar LPR, fka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.

FlockOS Features & Description

FlockOS Features	Description

Docusign Envelope ID: E299040B-1E56-414F-8886-6E8681FBD8EE

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: TN - Murfreesboro PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Amendment No. 4 to Purchasing Agreement with Axon

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider amendment No. 4 to Master Services and Purchasing Agreement with Axon Enterprise, Inc.

Staff Recommendation

Approve Amendment No. 4 to the contract with Axon for the purchase of additional body worn cameras (BWC) and auto tagging licenses.

Background Information

Council approved the 10-year contract with Axon for the purchase of body cameras and in-car cameras on September 2, 2022. MPD requires twenty BWC for additional sworn officers. Additionally, the department requests to purchase the Auto Tagging feature. Auto Tagging automates how video evidence is categorized and linked to incidents. This would improve efficiency and accuracy in evidence management.

This amendment adds $35,017 for the BWC and $41,220 for the Auto Tagging, annually, to the remainder of the 10-year contract.

Council Priorities Served

Maintain Public Safety

In-car and body worn cameras provide video evidence for the prosecution of criminal acts in addition to enhancing transparency through the documentation of interactions with members of our community.

Fiscal Impact

The prorated FY26 expense of $58,728 is provided for in the department's operating budget. Future years will be budgeted for accordingly, as outlined in the amendment.

Attachments

Amendment No. 4 to Master Service Agreement with Axon Enterprises

AMENDMENT # 4
TO
MASTER SERVICES AND PURCHASING AGREEMENT
BETWEEN
AXON ENTERPRISE, INC.
AND
CITY OF MURFREESBORO

WHEREAS, the City of Murfreesboro, a municipal corporation of the State of Tennessee ("City") and Axon Enterprise, Inc., a Delaware corporation ("Contractor"), entered into a Master Services and Purchasing Agreement for the purchase and use of Axon Devices and Services on September 2, 2022; and

WHEREAS, the City and Contractor entered into Amendment #1 to the Master Services and Purchasing Agreement on April 1, 2023, Amendment #2 on September 9, 2024, and Amendment #3 on December 6, 2024;

WHEREAS, the City desires to purchase additional equipment pursuant to this Contract as set forth in Quote Q-647769-45891JB issued August 22, 2025 (Attachment A to Amendment #4); and

WHEREAS, the City desires to purchase additional equipment pursuant to this Contract as set forth in Quote Q-741517-45894JB issued August 25, 2025 (Attachment B to Amendment #4).

NOW THEREFORE, the Contract is amended by adding the purchase of additional equipment and services listed in Quote Q-647769-45891JB issued August 22, 2025 (Attachment A to Amendment #4) at the price of $262,627.90 and Quote Q-741517-45894JB issued August 25, 2025 (Attachment B to Amendment #4) to the Contract at a price of $329,760.

The City reserves the right to use the Master Services and Purchasing Agreement for future purchases during the term of the Agreement, such purchases to be approved by City Council.

In all other respects the Contract between the City of Murfreesboro and Axon Enterprises Inc., is affirmed with no additional changes or modifications. This amendment is hereby effective _____.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Approved as to form:

_____
Adam F. Tucker, City Attorney

AXON ENTERPRISES, INC.

By:_____
Robert E. Driscoll, Jr.,
VP and Associate General Counsel

Non-Binding Budgetary Estimate

ATTACHMENT "A" TO AMENDMENT #4

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-647769-45891JB

Issued: 08/22/2025

Quote Expiration: 10/31/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 452352

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Murfreesboro Police Dept. - TN 1004 N Highland Ave Murfreesboro, TN 37130-2454 USA	Murfreesboro Police Dept. - TN PO Box 1139 Murfreesboro TN 37133-1139 USA Email:	Travis Mathews Phone: 901-859-8087 Email: tmathews@axon.com Fax:	Craig Snider Phone: (615) 849-2670 Email: 0315@murfreesborotn.gov Fax:

Quote Summary

Program Length	90 Months
TOTAL COST	$262,627.90
ESTIMATED TOTAL W/ TAX	$262,627.90

Discount Summary

Average Savings Per Year	$3,262.45
TOTAL SAVINGS	$24,468.39

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$17,508.55	$0.00	$17,508.55
Sep 2026	$35,017.05	$0.00	$35,017.05
Sep 2027	$35,017.05	$0.00	$35,017.05
Sep 2028	$35,017.05	$0.00	$35,017.05
Sep 2029	$35,017.05	$0.00	$35,017.05
Sep 2030	$35,017.05	$0.00	$35,017.05
Sep 2031	$35,017.05	$0.00	$35,017.05
Sep 2032	$35,017.05	$0.00	$35,017.05
Total	**$262,627.90**	**$0.00**	**$262,627.90**

Quote Unbundled Price:	**$287,098.00**
Quote List Price:	**$262,447.90**
Quote Subtotal:	**$262,627.90**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	90	$75.99	$38.36	$38.36	$10,357.20	$0.00	$10,357.20
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	90	$43.99	$35.94	$35.94	$64,692.00	$0.00	$64,692.00
A la Carte Hardware									
H00001	AB4 Camera Bundle	20			$899.00	$899.00	$17,980.00	$0.00	$17,980.00
H00002	AB4 Multi Bay Dock Bundle	3			$1,638.90	$1,638.90	$4,916.70	$0.00	$4,916.70
A la Carte Software									
73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	90		$21.76	$21.76	$39,168.00	$0.00	$39,168.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	90		$23.82	$23.82	$42,876.00	$0.00	$42,876.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	90		$28.63	$28.63	$51,534.00	$0.00	$51,534.00
BasicLicense	Basic License Bundle	20	90		$17.18	$17.28	$31,104.00	$0.00	$31,104.00
Total							**$262,627.90**	**$0.00**	**$262,627.90**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	20	1	12/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	22	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	22	1	12/01/2025
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	22	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	12/01/2025
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	06/01/2028
Body Worn Camera TAP 10 Year Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	20	1	06/01/2028
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	12/01/2030
Body Worn Camera TAP 10 Year Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	20	1	12/01/2030
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	3	1	06/01/2033
Body Worn Camera TAP 10 Year Bundle	73345	AXON BODY - TAP REFRESH 3 - CAMERA	20	1	06/01/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	20	01/01/2026	06/30/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	20	01/01/2026	06/30/2033
A la Carte	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	01/01/2026	06/30/2033
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	01/01/2026	06/30/2033
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	01/01/2026	06/30/2033

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	12/01/2026	06/30/2033
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	20	12/01/2026	06/30/2033

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1004 N Highland Ave	Murfreesboro	TN	37130-2454	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	$2,611.20	$0.00	$2,611.20
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	$3,435.62	$0.00	$3,435.62
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	$2,858.40	$0.00	$2,858.40
Year 1	BasicLicense	Basic License Bundle	20	$2,073.60	$0.00	$2,073.60
Year 1	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	$690.47	$0.00	$690.47
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	$4,312.81	$0.00	$4,312.81
Year 1	H00001	AB4 Camera Bundle	20	$1,198.67	$0.00	$1,198.67
Year 1	H00002	AB4 Multi Bay Dock Bundle	3	$327.78	$0.00	$327.78
Total				**$17,508.55**	**$0.00**	**$17,508.55**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	$5,222.40	$0.00	$5,222.40
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	$6,871.22	$0.00	$6,871.22
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	$5,716.80	$0.00	$5,716.80
Year 2	BasicLicense	Basic License Bundle	20	$4,147.20	$0.00	$4,147.20
Year 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	$1,380.95	$0.00	$1,380.95
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	$8,625.59	$0.00	$8,625.59
Year 2	H00001	AB4 Camera Bundle	20	$2,397.33	$0.00	$2,397.33
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	$655.56	$0.00	$655.56
Total				**$35,017.05**	**$0.00**	**$35,017.05**

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	$5,222.40	$0.00	$5,222.40
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	$6,871.22	$0.00	$6,871.22
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	$5,716.80	$0.00	$5,716.80
Year 3	BasicLicense	Basic License Bundle	20	$4,147.20	$0.00	$4,147.20
Year 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	$1,380.95	$0.00	$1,380.95
Year 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	$8,625.59	$0.00	$8,625.59
Year 3	H00001	AB4 Camera Bundle	20	$2,397.33	$0.00	$2,397.33
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	$655.56	$0.00	$655.56
Total				**$35,017.05**	**$0.00**	**$35,017.05**

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	$5,222.40	$0.00	$5,222.40
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	$6,871.22	$0.00	$6,871.22

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	$5,716.80	$0.00	$5,716.80
Year 4	BasicLicense	Basic License Bundle	20	$4,147.20	$0.00	$4,147.20
Year 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	$1,380.95	$0.00	$1,380.95
Year 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	$8,625.59	$0.00	$8,625.59
Year 4	H00001	AB4 Camera Bundle	20	$2,397.33	$0.00	$2,397.33
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	$655.56	$0.00	$655.56
Total				**$35,017.05**	**$0.00**	**$35,017.05**

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	$5,222.40	$0.00	$5,222.40
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	$6,871.22	$0.00	$6,871.22
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	$5,716.80	$0.00	$5,716.80
Year 5	BasicLicense	Basic License Bundle	20	$4,147.20	$0.00	$4,147.20
Year 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	$1,380.95	$0.00	$1,380.95
Year 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	$8,625.59	$0.00	$8,625.59
Year 5	H00001	AB4 Camera Bundle	20	$2,397.33	$0.00	$2,397.33
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	$655.56	$0.00	$655.56
Total				**$35,017.05**	**$0.00**	**$35,017.05**

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	$5,222.40	$0.00	$5,222.40
Year 6	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	$6,871.22	$0.00	$6,871.22
Year 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	$5,716.80	$0.00	$5,716.80
Year 6	BasicLicense	Basic License Bundle	20	$4,147.20	$0.00	$4,147.20
Year 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	$1,380.95	$0.00	$1,380.95
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	$8,625.59	$0.00	$8,625.59
Year 6	H00001	AB4 Camera Bundle	20	$2,397.33	$0.00	$2,397.33
Year 6	H00002	AB4 Multi Bay Dock Bundle	3	$655.56	$0.00	$655.56
Total				**$35,017.05**	**$0.00**	**$35,017.05**

Sep 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	$5,222.40	$0.00	$5,222.40
Year 7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	$6,871.22	$0.00	$6,871.22
Year 7	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	$5,716.80	$0.00	$5,716.80
Year 7	BasicLicense	Basic License Bundle	20	$4,147.20	$0.00	$4,147.20
Year 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	$1,380.95	$0.00	$1,380.95
Year 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	$8,625.59	$0.00	$8,625.59
Year 7	H00001	AB4 Camera Bundle	20	$2,397.33	$0.00	$2,397.33
Year 7	H00002	AB4 Multi Bay Dock Bundle	3	$655.56	$0.00	$655.56
Total				**$35,017.05**	**$0.00**	**$35,017.05**

Sep 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	20	$5,222.40	$0.00	$5,222.40
Year 8	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	$6,871.22	$0.00	$6,871.22
Year 8	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	20	$5,716.80	$0.00	$5,716.80

Sep 2032						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 8	BasicLicense	Basic License Bundle	20	$4,147.20	$0.00	$4,147.20
Year 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	$1,380.95	$0.00	$1,380.95
Year 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	20	$8,625.59	$0.00	$8,625.59
Year 8	H00001	AB4 Camera Bundle	20	$2,397.33	$0.00	$2,397.33
Year 8	H00002	AB4 Multi Bay Dock Bundle	3	$655.56	$0.00	$655.56
Total				**$35,017.05**	**$0.00**	**$35,017.05**

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-741517-45894JB

Issued: 08/25/2025

Quote Expiration: 10/31/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 452352

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Murfreesboro Police Dept. - TN 1004 N Highland Ave Murfreesboro, TN 37130-2454 USA	Murfreesboro Police Dept. - TN PO Box 1139 Murfreesboro TN 37133-1139 USA Email:	Jeff Beachum Phone: Email: jbeachum@axon.com Fax:	Craig Snider Phone: (615) 849-2670 Email: 0315@murfreesborotn.gov Fax:

Quote Summary

Program Length	90 Months
TOTAL COST	$329,760.00
ESTIMATED TOTAL W/ TAX	$329,760.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$41,220.00	$0.00	$41,220.00
Jul 2026	$41,220.00	$0.00	$41,220.00
Jul 2027	$41,220.00	$0.00	$41,220.00
Jul 2028	$41,220.00	$0.00	$41,220.00
Jul 2029	$41,220.00	$0.00	$41,220.00
Jul 2030	$41,220.00	$0.00	$41,220.00
Jul 2031	$41,220.00	$0.00	$41,220.00
Jul 2032	$41,220.00	$0.00	$41,220.00
Total	**$329,760.00**	**$0.00**	**$329,760.00**

Quote Unbundled Price:	**$329,760.00**
Quote List Price:	**$329,760.00**
Quote Subtotal:	**$329,760.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	90		$11.45	$11.45	$329,760.00	$0.00	$329,760.00
Total							**$329,760.00**	**$0.00**	**$329,760.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	01/01/2026	06/30/2033

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1004 N Highland Ave	Murfreesboro	TN	37130-2454	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	$41,220.00	$0.00	$41,220.00
Total				**$41,220.00**	**$0.00**	**$41,220.00**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	$41,220.00	$0.00	$41,220.00
Total				**$41,220.00**	**$0.00**	**$41,220.00**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	$41,220.00	$0.00	$41,220.00
Total				**$41,220.00**	**$0.00**	**$41,220.00**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	$41,220.00	$0.00	$41,220.00
Total				**$41,220.00**	**$0.00**	**$41,220.00**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	$41,220.00	$0.00	$41,220.00
Total				**$41,220.00**	**$0.00**	**$41,220.00**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	$41,220.00	$0.00	$41,220.00
Total				**$41,220.00**	**$0.00**	**$41,220.00**

Jul 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	$41,220.00	$0.00	$41,220.00
Total				**$41,220.00**	**$0.00**	**$41,220.00**

Jul 2032						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 8	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	320	$41,220.00	$0.00	$41,220.00
Total				**$41,220.00**	**$0.00**	**$41,220.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/25/2025

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Change Orders to the Shared Cost for Repairs to Firing Range at the Rutherford County Sheriff's Office

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider change orders to the shared cost of repairs needed at the RCSO firing range.

Staff Recommendation

Approve the change orders to the shared cost of the repairs needed at the RCSO firing range.

Background Information

Council approved the shared expense of much needed repairs to the RCSO firing range on March 27, 2025. The project has had three change orders that have a combined total cost of $42,212. Pursuant to the agreement with RCSO, our share would be $21,106, bringing our total cost to $426,253.00.

Council Priorities Served

Safe and Livable Neighborhoods

Properly trained officers is crucial to public safety.

Fiscal Impacts

The additional expense of $21,106 is funded by the department's FY26 operating budget.

Attachments:

H&H Construction Change Orders 1,2 and 3

H&H Construction, Inc.

30 Substation Loop

Erin, TN 37061

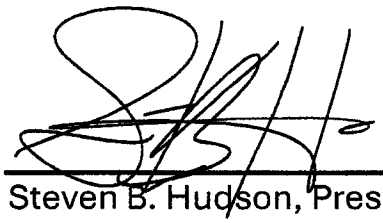
Steven B. Hudson, President

931-216-4545

1st Depth Extension

Depth extension on 10 columns on the East wall of the range. During demo it was realized that a considerable amount of fill had been used beyond the test holes that were dug. Due to the fill, the original footing was dropped 24" below the height of the West wall shortly after the leading edge of the footing. We had to add this difference to the depth of the holes on columns #40, 39, 38, 37, 36, 35, 34, 33, 32, & 31. This required more excavation time, drill time, column extension, and concrete. This was necessary to achieve design criteria. Cost break down for this section is as follows:

A. Time for excavation and removal 16 hours $325/hr. = $5,200.00
B. Drilling cost for 25' of depth total 25' at $235/ft. = $5,875.00
C. 20' extra column length 20' @ $92.50/ft. $1,850.00
D. 25' extra sonotube $485.00
E. 11.25 yards concrete 11.25 @ $235.00/ yd. = $2,643.75
F. Total $16,053.75 + 15% contractor fee $2,408.06 Total $18,464.81



Steven B. Hudson, President 08/20/25

H&H Construction, Inc.

30 Substation Loop

Erin, TN 37061

Steven B. Hudson, President

931-216-4545

2nd Depth Extension

After discovering the first depth change, we discovered two additional changes to footing depths due to an extreme amount of fill being added to the original elevation due to substandard soil, this poses an even bigger problem that could only be corrected by removing an additional 5ft of fill and extending holes a total of 5ft deeper. We're only asking to be reimbursed our cost of the original change even though this issue caused severe delays due to the excavated holes continuously caving in and having to be re-excavated in addition to breaking a sewer main that was 16' below grade. We are not asking to be paid for this but want to point out that it cost a tremendous amount of time and money. We elected to move forward without prior approval because we were at a point of no return. This section, however, was only about 75' in length instead of 150' like the first cut.

A. Cost for additional excavation 16 hours @ $325.00 = $5,200.00
B. Drilling cost for 25' @ $235/ft. = $5,875.00
C. 15' extra ft. of column length 15' @ $92.50/ ft. = $1,387.50
D. Extra Concrete 9 yds @ $235.00= $2,115.00

Total Cost: $14,577.50 + 15% contractor fee $ 2,186.63

Total: $16,764.13

Steven B. Hudson, President 08/20/25

H&H Construction, Inc.

30 Substation Loop

Erin, TN 37061

Steven B. Hudson, President

931-216-4545

3rd Change Order

Resloping of North back wall

A. Install 2160 of Geo fiber.
   Material- $865.00
   Labor- $360.00
B. Furnish approx.108 tons of class a rip rap $789.50/ load $3,947.50
C. Placing of rip rap with excavator 4hrs @ $225.00= $900.00

Total: $6,072.50

Contractors fee 15%- $910.88

Total: $6,983.38

Total on all change orders:

1st= $18,464.81

2nd= $16,764.13

3rd= $6,983.38

Total: $42,212.32

Steven B. Hudson, President 08/20/25

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: MOU with the Town of Smyrna and Rutherford County

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the MOU between the City, the Town of Smyrna and Rutheford County to share in the cost of a study to explore the benefits of a consolidated emergency communications center.

Staff Recommendation

Approve the MOU between the City, the Town of Smyrna and Rutherford County to share in the cost of a study to explore the benefits of a consolidated emergency communications center.

Background Information

Currently, multiple jurisdictions within Rutherford County operate their own public safety emergency communications centers. Recognizing the potential for increased efficiency and enhanced service delivery, the Parties have agreed to collaborate on a study that will evaluate the feasibility and benefits of unifying these services. The MOU would allow the Parties to share in the cost of a study with a maximum cost of $35,000 each. Purchasing guidelines will be followed once the MOU is executed by all parties.

Council Priorities Served

Maintain public safety

A unified dispatch center could streamline communication between first responders and enhance efficiencies when dispatching calls for service.

Fiscal Impacts

The maximum expense of $35,000 is funded by the department's FY26 operating budget.

Attachments:

MOU Between the Town of Smyrna, the City of Murfreesboro and Rutherford County

Memorandum of Understanding

Between

The Town of Smyrna, the City of Murfreesboro, and Rutherford County

Regarding the Cost Sharing of a Study on Unifying Public Safety Emergency Dispatch Services

1. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the Town of Smyrna, the City of Murfreesboro, and Rutherford County (collectively referred to as "the Parties") for the purpose of jointly funding a study to explore the efficiency and benefits of unifying the public safety emergency dispatch services, including police, fire, and emergency medical services, within their jurisdictions. The objective of this study is to assess the potential financial and operational advantages of establishing a unified dispatch center.

2. Background

Currently, each Party operates its own public safety emergency dispatch services. Recognizing the potential for increased efficiency and enhanced service delivery, the Parties have agreed to collaborate on a study that will evaluate the feasibility and benefits of unifying these services.

3. Scope of the Study

The study will include, but is not limited to, the following:

- Analysis of current dispatch service operations within each Party's jurisdiction.
- Assessment of potential cost savings and operational efficiencies through unification.
- Evaluation of the impact on service delivery and response times.
- Recommendations for implementation, including potential challenges and solutions.

4. Cost Sharing

The Parties agree to share equally in the cost of the study, with each Party contributing one-third of the total cost. The City of Murfreesboro will enter into a professional service agreement with the organization performing the study. The Town of Smyrna and Rutherford County will share in the costs, up to a maximum of $35,000 each, subject to

the approval of their respective governing bodies. The total estimated cost and specific financial commitments will be detailed in a subsequent agreement once a consulting firm is selected to conduct the study.

5. Selection of Consultant

The Parties will jointly select a qualified consulting firm to conduct the study. The selection process will be conducted in accordance with applicable procurement laws and regulations. The selected consultant will be responsible for providing a comprehensive report detailing the findings and recommendations of the study.

6. Governance

A steering committee will be established to oversee the study process. The committee will consist of representatives from each Party, appointed by their respective governing bodies. The committee will be responsible for coordinating the study, liaising with the consultant, and ensuring that the study objectives are met.

7. Duration

This MOU will be effective upon the date of the last signature and will remain in effect until the completion of the study and the submission of the final report, unless terminated earlier by mutual agreement of the Parties.

8. Termination

Any Party may withdraw from this MOU upon providing 30 days written notice to the other Parties. In the event of withdrawal, the withdrawing Party will remain responsible for its share of any incurred costs up to the date of withdrawal.

9. General Provisions

- Amendments: This MOU may only be amended by written agreement signed by all Parties.
- Entire Agreement: This MOU constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements.

10. Signatures

The Parties have executed this Memorandum of Understanding on the dates indicated below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

CITY OF MURFREESBORO

_____
Mayor Shane McFarland

Approved as to Form and Legality:

_____
Adam F. Tucker, City Attorney

TOWN OF SMYRNA

_____
Mayor Mary Ester Reed

Approved as to Form and Legality:

_____
Jeff Peach, Town Attorney

RUTHERFORD COUNTY

_____
Mayor Joe Carr

Approved as to Form and Legality:

_____
Nicholas Christiansen, County Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Community Traffic Safety Enforcement and Education Grant Contract

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Consider Tennessee Highway Safety Office Community Traffic Safety Enforcement and Education grant contract.

Staff Recommendation

Approve the grant contract.

Background Information

MPD has been awarded $150,000 for the THSO FY26 Community Traffic Safety Enforcement and Education grant. This program provides funding for traffic safety education and outreach to encourage the public to make good choices while driving in a motor vehicle. The department will use most of the funding to offset overtime wages for officers who participate in traffic safety enforcement programs to increase safety awareness and help all roadway users understand their responsibilities. $45,000 from the grant funds will be used to purchase mobile ticket printers for police vehicles.

Council Priorities Served

Maintain Public Safety

Education improves awareness and promotes responsible driving and walking habits which makes roadways and walkways safer.

Fiscal Impacts

The department's income and expenses will increase by the Grant award of $150,000. No matching funds are required.

Attachments:

Grant Contract

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
October 01, 2025	September 30, 2026	Z26THS239	87701 (PT)

Grantee Legal Entity Name	Edison Vendor ID
Murfreesboro Police Department	4110

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number - 20.600/20.616

Grantee's fiscal year end - June 30

Service Caption (one line only)

Community Traffic Safety Enforcement and Education

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		$150,000.00			$150,000.00
TOTAL:		**$150,000.00**			**$150,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)

Account Code (optional)

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Murfreesboro Police Department

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Murfreesboro Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.

A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	**Due Date**
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	**Due Date**
October 1 through December 31	February 1st
January 1 through March 31	May 1st

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.

b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.

c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, https://trafficsafety.org/), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).

g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.

h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.

j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see https://www.dol.gov/agencies/whd/flsa).

k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.

m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.

b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:

(1) Taking appropriate personnel action against such an employee, up to and including termination: or
(2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. This Grant Contract document with any attachments.

b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at http://tntrafficsafety.org/grant-management-manual.

c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee’s failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to,

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde “Buddy” Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Zachary Ferrell, Lieutenant
Murfreesboro Police Department
1004 N. Highland Avenue
Murfreesboro, Tennessee 37130
Email Address: 0850@murfreesborotn.gov
Telephone #: (615) 849-2670

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State’s right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be

confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. [This provision only applies if the Maximum Liability in Section C.1. is $30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Murfreesboro Police Department:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

APPROVED AS TO FORM

Signed by:
Adam F Tucker
43A2935E51F9401...

Adam F. Tucker, City Attorney

GRANT BUDGET

Agency Name: Murfreesboro Police Department

Project Title: Community Traffic Safety Enforcement and Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN:** 10/01/2025 **END:** 09/30/2026

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	$105,000.00	$0.00	$105,000.00
4, 15	Professional Fee, Grant & Award 2	$0.00	$0.00	$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$45,000.00	$0.00	$45,000.00
11, 12	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest 2	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation 2	$0.00	$0.00	$0.00
18	Other Non-Personnel 2	$0.00	$0.00	$0.00
20	Capital Purchase 2	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$150,000.00**	**$0.00**	**$150,000.00**

1. Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted online at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

2. Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
TOTAL	$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	$0.00
TOTAL	$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	$0.00
TOTAL	$0.00

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Murfreesboro Police Department
Subrecipient's Unique Entity Identifier (SAM)	CMF9NNK9Z7D6
Federal Award Identification Number (FAIN)	69A37525300004020TN0/69A3752530000405DTNL
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600/20.616, State and Community Highway Safety / National Priority Safety Programs
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	$150,000.00
Total amount of federal funds obligated to the subrecipient	$150,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$ 1.97
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State and Community Highway Safety / National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No

Docusign Envelope ID: 85DD96DA-B624-48BD-A63E-1D5F2E744F53

Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Contract Amendment with TDOT for Matching Transit Facility Funds

Department: Transportation (Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider contract amendment with TDOT to match federal grant for capital expenses related to the Transit Facility funding.

Staff Recommendation

Approve Contract Amendment with TDOT for matching transit facility funds.

Background Information

This matching contract amendment and associated federal grant are included in the total budget for the Transit Facility. An additional line item was added to the original federal grant to include funding for a route study and realignment. The State funds provide half of the 20% match required in the federal grant; the remaining match is paid by the City.

Council Priorities Served

Responsible budgeting

Use of federal and state funds benefits the City by reducing the amount of City revenues that must be appropriated for transit-related expenses.

Fiscal Impacts

This expense, or $34,468, increases the original State contract from $258,673 to $293,141 and is accounted for in the Department's FY26 Operating Budget.

Attachments:

Grant Contract Amendment TDOT Project #755307-S3-036

Docusign Envelope ID: D5207FA1-0B61-45FA-916E-3D8F56946E8D

TDOT PROJECT NO.: 755307-S3-036
FTA PROJECT NO.: TN2024-005

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
40100-51305	84311	GG-25-84311	1

Contractor Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Amendment Purpose & Effect(s)

To increase funds and update template language.

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** 12/31/2025

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 34,468.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	$258,673.00				$258,673.00
2026	$34,468.00				$34,468.00
TOTAL:	**$293,141.00**				**$293,141.00**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

GG-25-84311-A

Speed Chart (optional)	Account Code (optional)
	71304000

Docusign Envelope ID: D5207FA1-0B61-45FA-916E-3D8F56946E8D

TDOT PROJECT NO.: 755307-S3-036
FTA PROJECT NO.: TN2024-005

AMENDMENT ONE
OF GRANT CONTRACT GG-25-84311

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

1. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract Attachment One is deleted in its entirety and replaced with the new Attachment One attached hereto.

3. Grant Contract section D.20. Procurement is deleted in its entirety and replaced with the following:

   D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

   The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

   For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

4. Grant Contract section D.27. State Interest in Equipment or Motor Vehicles is deleted in its entirety and replaced with the following:

   D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

Docusign Envelope ID: D5207FA1-0B61-45FA-916E-3D8F56946E8D

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any

Docusign Envelope ID: D5207FA1-0B61-45FA-916E-3D8F56946E8D

differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

5. Grant Contract section D.35. Confidentiality of Records is deleted in its entirety and replaced with the following:

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium, or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as “Confidential Information.” The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether is has been disclosed or made available to the Grantee dur to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

Docusign Envelope ID: D5207FA1-0B61-45FA-916E-3D8F56946E8D

TDOT PROJECT NO.: 755307-S3-036
FTA PROJECT NO.: TN2024-005

SHANE McFARLAND, MAYOR **DATE**

Signed by:
Adam F Tucker
43A2035E51F9401...

8/19/2025

ADAM TUCKER, CITY ATTORNEY **DATE**
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

LESLIE SOUTH, GENERAL COUNSEL **DATE**
APPROVED AS TO FORM AND LEGALITY

Docusign Envelope ID: D5207FA1-0B61-45FA-916E-3D8F56946E8D

TDOT PROJECT NO.: 755307-S3-036
FTA PROJECT NO.: TN2024-005

ATTACHMENT ONE

Grantee	City of Murfreesboro						
Contract Type	GG						
Sum of Amount	**Column Labels**						
	Contract Cash		**Contract Total**	**Grantee Cash**		**Grantee Total**	**Grand Total**
Row Labels	**State**			**Federal**	**Local**		
PROJECT: 755307S3036	**$293,141.00**		**$293,141.00**	**$2,345,133.00**	**$293,143.00**	**$2,638,276.00**	**$2,931,417.00**
GRANT: TN2024005	**$293,141.00**		**$293,141.00**	**$2,345,133.00**	**$293,143.00**	**$2,638,276.00**	**$2,931,417.00**
00 Capital (110-00) CAPITAL ASSISTANCE (S0)	$293,141.00		$293,141.00	$2,345,133.00	$293,143.00	$2,638,276.00	$2,931,417.00
11.00.S0 CAPITAL ASSISTANCE, NON-ADA - TDOT	$293,141.00		$293,141.00	$2,345,133.00	$293,143.00	$2,638,276.00	$2,931,417.00
Grand Total	**$293,141.00**		**$293,141.00**	**$2,345,133.00**	**$293,143.00**	**$2,638,276.00**	**$2,931,417.00**

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: WRRF Headworks Recommissioning- SSR TO Amendment No. 1

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Amendment No. 1 to SSR Task Order (TO) No. 2341044.0 with Smith Seckman Reid (SSR) for engineering services for the recommissioning of the Headworks building at the WRRF.

Staff Recommendation

Approve SSR TO No. 2341044.0 Amendment No. 1. The Water Resources Board recommended approval of this matter at their August 26, 2025 meeting.

Background Information

The phase 1 headworks building was placed into operation in 1998 and was taken out of service in 2017. The facility is equipped with four Parkson rotary drum screens and two Smith and Loveless Pista-Grit vortex grit removal systems for wastewater preliminary treatment. Associated screen and grit hopper tanks are also located in the building for solids disposal via truck. The process, electrical, and mechanical refurbishment of the headworks building would enable the Murfreesboro Water Resources Department (MWRD) to have more preliminary treatment flexibility, primarily during wet-weather flows, in combination with the new headworks facility constructed in 2017 as part of the WRRF expansion. This flexibility is considered essential to the next planned WRRF expansion anticipated on or around 2030.

SSR has provided staff with their engineering design TO to prepare the construction drawings and bid documents and construction phase services for the proposed WRRF improvements. The Council approved this original TO in February of 2024, and work proceeded through the stages of the design.

At a point between the 30% and 50% design stage, SSR discovered that much of the equipment was "standard" and not rated for a Class I, Division 2 environment as required per [National Fire Protection Association] NFPA 820 standards. SSR notified MWRD and provided an updated opinion of cost to replace equipment to meet the [hazardous area classification] HAC. The design proceeded accordingly. The opinion of cost was updated at the 50% design stage and again at the 90% design stage. Following the 90% design review meeting, MWRD requested that SSR stop design work and instead evaluate the need to conform to NFPA 820 standards.

The cost of meeting the NFPA 820 standards was estimated to be $2,000,000. The foundational condition for requiring NFPA 820 standards is that the Headworks building is enclosed, i.e., atmospheric air cannot freely move through the building. To eliminate this condition, staff proposed removing large sections of the building's walls. The engineering services required for this new plan constitute the majority (~$250K) of the amendment fee.

Also, included in this amendment are services for designing the connection between the Headworks building and future force mains from the Cherry Lane corridor, HAC, and the proposed new Vacuum Truck load out area.

The Task Order amendment itemizes the services provided by SSR.

Council Priorities Served

Expand infrastructure

Recommissioning the decommissioned headworks facility at the WRRF allows for greater flexibility in handling wet-weather flows and accommodates a future plant expansion.

Fiscal Impact

The expense, or $402,277, for Amendment No. 1 is being funded by MWRD's working capital reserves. This amendment is expected to save approximately $2,000,000. The total for the TO Order is $1,172,652.

Attachments

SSR Engineering TO 2341044.0 Amendment No. 1

Docusign Envelope ID: A6EBE72A-092B-4BD6-90B7-99ED45BE81C4

Amendment 1 To Task Order No. 23410440

1. Background Data:

a. Effective Date of Task Order: February 16, 2024

b. Owner: City of Murfreesboro

c. Engineer: Smith Seckman Reid

d. Specific Project: WRRF Headworks Building Recommissioning and Upgrades

2. Description of Modifications

a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

- Study and Report Servies (Agreement, Paragraph 1.2) and the following:
  - No additional services
- Preliminary Design Phase (Agreement, Paragraph 1.3)
  - Extensive evaluation of NFPA requirements related to hazardous area classification of the Headworks 1 Building performed by process, mechanical, electrical, and controls design disciplines
  - Coordination with the Owner regarding NFPA requirements and potential alternatives to address hazardous area classification
  - Alter design concept from “replace-in-kind” upgrades to upgrades required to meet a NFPA 820 hazardous area classification of Class I, Division 2
  - Revise electrical room ingress and egress to provide physical separation of electrical room and Class I, Division 2 process area
  - Evaluation of revising electrical panel enclosures to reduce hazardous area classification from Class I, Division 2 to unclassified
  - Conceptual level structural design alternative to the completed design to remove 50 percent of the existing building’s upper-level exterior walls to create an unclassified hazardous area classification per NFPA 820
  - Revised preliminary opinion of probable construction cost
- Final Design Phase (Agreement, Paragraph 1.4) as modified below:

Docusign Envelope ID: A6EBE72A-092B-4BD6-90B7-99ED45BE81C4

- Project re-initiation services including project re-kickoff meeting with Owner
- Final structural design to remove 50 percent of the existing building's upper-level exterior walls to create an unclassified hazardous area classification per NFPA 820
- Louvered openings may be included in the design as a bid alternative if desired by the Owner
- Basis of design review meeting with Owner will be conducted as soon as possible to establish revised process, mechanical, and electrical design requirements to be used for the revised design
- Revise the already completed process, HVAC mechanical, plumbing, electrical, and controls designs to meet the requirements of an unclassified hazardous area classification per NFPA 820
- Evaluate and design a ventilation system or other means to evacuate hazardous gases from stairwells or means to prevent hazardous gases from accumulating in stairwells
- Prepare design of vacuum truck loadout facility adjacent to the Headworks 1 Building.
- Prepare design for Headworks 2 connection point to accommodate the future pump station(s) located along the proposed Cherry Lane roadway project
- Provide a revised 90-percent milestone review submittal
- Provide a revised 90-percent opinion of probable construction cost

▪ Construction Phase Services (Agreement, Paragraphs 1.5 and 1.6) and the following:

- Address bidder questions related to the above listed modifications
- Review of structure submittals related to the revised design

▪ Operational Phase Services (Agreement, Paragraph 1.7)

- No additional services.

b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
TOTAL COMPENSATION (lines 1.a)	**$402,277.50**	Hourly Not to Exceed

Docusign Envelope ID: A6EBE72A-092B-4BD6-90B7-99ED45BE81C4

c. The schedule for rendering services under this Task Order is modified as follows and assumes a notice to proceed no later than September 19, 2025:

Party	**Action**	**Schedule**
Owner	**Provide a Notice to Proceed for the revised Headworks 1 Building design.**	**Within 3 days of Board and Council approval of this amendment.**
Engineer	**Furnish electronic review copies of the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within 90 days of the receipt of Owner's Notice to Proceed.**
Owner	**Submit comments and instructions regarding the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.**	**Within 7 days of the receipt of the 90% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish electronic review copies of the 100% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within 30 days of Owner's comments regarding 90% Drawings and Specifications and other 90% documents.**
Owner	**Submit comments and instructions regarding the 100% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.**	**Within 5 days of the receipt of the final Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish electronic copies of the 100% Drawings and Specifications, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner and Regulatory agencies.**	**Within 5 days of the receipt of Owner's comments and instructions regarding the 100% Drawings and Specifications, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.**

Docusign Envelope ID: A6EBE72A-092B-4BD6-90B7-99ED45BE81C4

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$770,375.00
b.	Net change for prior amendments:	$0.00
c.	This amendment amount:	$402,277.50
d.	Adjusted Task Order amount:	$1,172,652.50

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:		ENGINEER:	
By:		By:	DocuSigned by: Andrew Johnson 79F314956F2A45B...
Title:	Mayor	Title:	Principal
Date Signed:		Date Signed:	8/15/2025

APPROVED AS TO FORM:

Signed by: Adam F Tucker 43A2035E51F9401...

City of Murfreesboro Legal Department

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Salem Barfield Sewer Upgrades – Final Change Order

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the Salem Barfield sewer project's final balancing change order.

Staff Recommendation

Approve the Final Project Balancing Change Order. This matter was recommended for approval by the Water Resource Board at their August 26, 2025 meeting.

Background Information

On November 15, 2022, bids were received for the project. Of five qualified contracting companies, only two bids were received with Clearly Construction being the lowest responsive and responsible bidder in an amount of $13,396,972. The recommendation to award the project to Clearly Construction was presented to the City Council, December 1st and Council approved the recommendation.

This project was comprised of three work areas:

1. Upsizing of a section of 15" diameter sewer to 24" diameter under the West Fork Stones River. This bottleneck upsizing was part of the Department's planned infrastructure upgrades; total cost $3,685,159
2. Repair and reinstallation of a 36-inch diameter section of sanitary sewer installed under New Salem Hwy; total cost $1,637,834
3. New Salem Hwy sanitary sewer upgrades to allow increased capacity for 3473 new connections within the Salem/Barfield service basin; total cost $8,389,949

The Special Sanitary Sewer Assessment District (SSSAD) fee for the Salem Barfield SSAD was revised to pay back almost $8.4M in improvements.

The contract was completed $490,653 under the contract amount due to not using all of the contingency monies, there was no adjustment for pipe price and not needing to undercut and refill in any area of the project.

Council Priorities Served

Improve economic development

The additional sanitary sewer connections in the Salem/Barfield sanitary sewer service basin, provided by these improvements, affords the City continued strong economic growth and associated opportunities in an expanding part of the City.

Expand infrastructure

Expanding sanitary sewer capacity in the Salem/Barfield sanitary sewer service basin increases future sewer connections and allows development to continue in a very fast-growing corridor within the City.

Fiscal Impact

The final balancing change order revises the contract prices to $13,446,319, a net deduct or $490,653.

Attachments

Final Change Order

Docusign Envelope ID: E8E04753-189C-430D-B4A1-99D826255C0C

CHANGE ORDER NO. 1

Final Project Balancing Change Order

PROJECT: **Salem Barfield Sewer Improvements**
Owner: Murfreesboro Water Resources Department
Contractor: Cleary Construction, Inc.
Engineer: Energy Land and Infrastructure, LLC

Date Issued: _____ Effective Date: _____

The Contract is modified as follows upon execution of this Change Order:

DESCRIPTION: Adjust contract quantities to reflect final project quantities used in construction. The final quantities and unit prices shown on Attachment A of this document reflect items revised, added, and deleted during construction, as well as changes in the quantities based on actual amounts used in construction.

CHANGE IN CONTRACT AMOUNT	
Original Contract Amount	$ 13,936,972.00
Net Change by this Change Order [decrease]	$ 490,652.55
Final Contract Amount	**$ 13,446,319.45**

Contract Time: Notice to Proceed date: 7-31-2023
700 calendar days to Substantial Completion by June 30, 2025
730 calendar days Final Completion by July 30, 2025

Work was complete on sewer installation as of September 3, 2024, and the sewer lines were returned to service. However, inspection, review, and repairs continued until repairs were completed on May 12, 2025. These dates meet the Substantial Completion requirements. Project work was complete, and the final payment application was submitted through June 30, 2025, which meets the final completion requirements. Final reviews and verifications continued through August 21, 2025 for project acceptance, which allows the preparation of this final balancing change order. Therefore, there are not changes in the Contract Time.

This Change Order is not valid until signed by Owner, Engineer, and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Times.

AUTHORIZING SIGNATURES

ENGINEER:	**CONTRACTOR:**	**OWNER:**
John R. Gordon		
John R. Gordon	Taylor McMann	Shane McFarland
(print name)	(print name)	(print name)
Date: 8-26-2025	Date: 08/26/2025	Date: _____

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

Docusign Envelope ID: E8E04753-189C-430D-B4A1-99D826255C0C

CHANGE CONTROL LOG

Owner: Murfreesboro Water Resources Department
Project Name: **Salem Barfield Sewer Improvements**
Contract No.
Engineer: Energy Land and Infrastructure (ELI)
Contractor: Cleary Construction, Inc.

Original Contract Amount:	$ 13,936,972.00
Contingency Allowance Amount:	$ 150,000.00
Adjusted Contigency Allowance Amount:	$ 69,068.05

CCF No.	Brief Description of Change Item	Change Type	Initital By	Status (Approved/ Pending/ Rejected)	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-)	Adjusted Contingency Amount	Adjusted Contract Amount
1	Field Changes for Line C: manholes and related work	WCD	CONTRACTOR	APPROVED	1/5/2024	1/18/2024	1/18/2024	0	$ (19,353.65)	$ (19,353.65)	$ 130,646.35	*no change*
2	Field Changes for Line D & E: manholes and related work	WCD	CONTRACTOR	APPROVED	6/12/2024	6/19/2024	6/25/2024	0	$ (42,827.10)	$ (62,180.75)	$ 87,819.25	*no change*
3	Field Changes for Line D: 12" waterline relocation at River Rock Blvd; and concrete cap on Line E	WCD	CONTRACTOR	APPROVED	7/15/2024	7/17/2024	7/23/2024	0	$ (18,751.20)	$ (80,931.95)	$ 69,068.05	*no change*
Totals								0	**$ (80,931.95)**	**$ -**	**$ 69,068.05**	*no change*
									Total to date		Remaining Contingency	

Notes:
1. Field change for MH location was on 1-4-2024 during installation. Changes for related 8" pipe and MH were coordinated through 1-18-24 (work and cost proposal).
2. Field change for new manhole at MH-D1 and risers for 3 other manholes
3. Field change for relocation of existing 12" waterline at the River Rock Blvd crossing

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

Docusign Envelope ID: E8E04753-189C-430D-B4A1-99D826255C0C

Energy Land & Infrastructure

FINAL QUANTITY SUMMARY
SALEM SEWER IMPROVEMENTS

OVER
UNDER

SALEM/BARFIELD SEWER IMPROVEMENT PH 3 (BASIN 72-6) (Lines A & B)				Cleary Construction, Inc.		FINAL PROJECT QUANTITY	FINAL PROJECT TOTAL	difference in quantity	difference in cost
ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	CONTRACT TOTAL				
1	MOBILIZATION	LS	1	$ 550,000.00	$ 550,000.00	1.00	$ 550,000.00	0.00	$ -
2	CLEARING AND GRUBBING	LS	1	$ 20,000.00	$ 20,000.00	1.00	$ 20,000.00	0.00	$ -
3	15IN SDR26 PVC GRAVITY SEWER	L.F.	219	$ 365.00	$ 79,935.00	330.00	$ 120,450.00	111.00	$ 40,515.00
4	24IN CLASS 350 D.I.P. GRAVITY SEWER (PIPE INSTALLATION)	L.F.	1890	$ 411.00	$ 776,790.00	1876.00	$ 771,036.00	-14.00	$ (5,754.00)
5	24IN CLASS 350 D.I.P. GRAVITY SEWER (PIPE MATERIAL ONLY)	L.F.	1890	$ 321.00	$ 606,690.00	1890.00	$ 606,690.00	0.00	$ -
6	60IN MANHOLE 8FT-10FT DEPTH	EACH	3	$ 17,500.00	$ 52,500.00	3.00	$ 52,500.00	0.00	$ -
7	60IN MANHOLE 10FT-12FT DEPTH	EACH	1	$ 18,000.00	$ 18,000.00	1.00	$ 18,000.00	0.00	$ -
8	60IN MANHOLE 12FT-14FT DEPTH	EACH	2	$ 27,000.00	$ 54,000.00	2.00	$ 54,000.00	0.00	$ -
9	60IN MANHOLE 14FT-16FT DEPTH	EACH	2	$ 30,000.00	$ 60,000.00	2.00	$ 60,000.00	0.00	$ -
10	60IN MANHOLE 16FT-20FT DEPTH	EACH	1	$ 30,000.00	$ 30,000.00	1.00	$ 30,000.00	0.00	$ -
11	CONNECT 8IN SEWER TO NEW MANHOLE	EACH	4	$ 17,000.00	$ 68,000.00	4.00	$ 68,000.00	0.00	$ -
12	CONNECT 24IN SEWER TO EXIST. MANHOLE	EACH	2	$ 22,000.00	$ 44,000.00	1.00	$ 22,000.00	-1.00	$ (22,000.00)
13	CONNECT EXISTING 21IN SEWER TO NEW MANHOLE	EACH	1	$ 21,500.00	$ 21,500.00	1.00	$ 21,500.00	0.00	$ -
14	TV INSPECTION	L.F.	2543	$ 3.00	$ 7,629.00	2097.50	$ 6,292.50	-445.50	$ (1,336.50)
15	RIVER CROSSING	LS	1	$ 1,050,000.00	$ 1,050,000.00	1.00	$ 1,050,000.00	0.00	$ -
16	PLUG EXISTING MANHOLE CONNECTION	EACH	2	$ 2,000.00	$ 4,000.00	1.00	$ 2,000.00	-1.00	$ (2,000.00)
17	RETIRE IN PLACE 15IN - 21IN SEWER LINE	L.F.	713	$ 40.00	$ 28,520.00	713.00	$ 28,520.00	0.00	$ -
18	RETIRE IN PLACE 48IN MANHOLE	EACH	2	$ 2,500.00	$ 5,000.00	2.00	$ 5,000.00	0.00	$ -
19	MACHINED RIP-RAP (CLASS A-1)	TON	88	$ 85.00	$ 7,480.00	0.00	$ -	-88.00	$ (7,480.00)
20	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	67	$ 40.00	$ 2,680.00	0.00	$ -	-67.00	$ (2,680.00)
21	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	550	$ 4.50	$ 2,475.00	723.00	$ 3,253.50	173.00	$ 778.50
22	SEEDING	UNIT	140	$ 195.00	$ 27,300.00	140.00	$ 27,300.00	0.00	$ -
23	CURB AND GUTTER RESTORATION	L.F.	200	$ 100.00	$ 20,000.00	200.00	$ 20,000.00	0.00	$ -
24	PAVEMENT RESTORATION	SY	500	$ 245.00	$ 122,500.00	213.00	$ 52,185.00	-287.00	$ (70,315.00)
25	CONSTRUCTION ENTRANCE	EACH	1	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	0.00	$ -
26	FENCE REPLACEMENT (IN KIND)	L.F.	148	$ 45.00	$ 6,660.00	0.00	$ -	-148.00	$ (6,660.00)
27	UNDERCUTTING	CY	100	$ 80.00	$ 8,000.00	0.00	$ -	-100.00	$ (8,000.00)
28	BACKFILL OF UNDERCUTTING	CY	100	$ 70.00	$ 7,000.00	0.00	$ -	-100.00	$ (7,000.00)
				PH 3 SUBTOTAL	$ 3,684,159.00		$ 3,592,227.00	97.50%	

SOUTHWEST INTERCEPTOR SEWER REPLACEMENT PH 2 (LINE C)									
1	MOBILIZATION	LS	1	$ 435,000.00	$ 435,000.00	1.00	$ 435,000.00	0.00	$ -
2	CLEARING AND GRUBBING	LS	1	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00	0.00	$ -
3	36IN CLASS 350 D.I.P. GRAVITY SEWER (PIPE INSTALLATION)	L.F.	358	$ 801.00	$ 286,758.00	364.00	$ 291,564.00	6.00	$ 4,806.00
4	36IN CLASS 350 D.I.P. GRAVITY SEWER (PIPE MATERIAL ONLY)	L.F.	358	$ 652.00	$ 233,416.00	364.00	$ 237,328.00	6.00	$ 3,912.00
5	60IN MANHOLE 16FT-20FT DEPTH	EACH	2	$ 47,000.00	$ 94,000.00	2.00	$ 94,000.00	0.00	$ -
6	CONNECT EXISTING 8IN SEWER TO NEW MANHOLE	EACH	1	$ 17,500.00	$ 17,500.00	1.00	$ 17,500.00	0.00	$ -
7	CONNECT EXISTING 36IN SEWER TO NEW MANHOLE	EACH	2	$ 18,000.00	$ 36,000.00	2.00	$ 36,000.00	0.00	$ -
8	TV INSPECTION	L.F.	430	$ 3.00	$ 1,290.00	364.00	$ 1,092.00	-66.00	$ (198.00)
9	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	700	$ 4.50	$ 3,150.00	477.00	$ 2,146.50	-223.00	$ (1,003.50)
10	SEEDING	UNIT	25	$ 650.00	$ 16,250.00	25.00	$ 16,250.00	0.00	$ -
11	REMOVE EXISTING 36" FRP	LS	1	$ 500,000.00	$ 500,000.00	1.00	$ 500,000.00	0.00	$ -
12	CONSTRUCTION ENTRANCE	EACH	2	$ 3,500.00	$ 7,000.00	2.00	$ 7,000.00	0.00	$ -
				PH 2 SUBTOTAL	$ 1,637,864.00		$ 1,645,380.50	100.46%	

SALEM HIGHWAY SANITARY SEWER IMPROVEMENTS (BASIN 72-2) (LINES D,E,F)									
1	MOBILIZATION	LS	1	$ 765,000.00	$ 765,000.00	1.00	$ 765,000.00	0.00	$ -
2	CLEARING AND GRUBBING	LS	1	$ 15,000.00	$ 15,000.00	1.00	$ 15,000.00	0.00	$ -
3	TRAFFIC CONTROL	LS	1	$ 25,000.00	$ 25,000.00	1.00	$ 25,000.00	0.00	$ -
4	12IN SDR26 PVC GRAVITY SEWER	L.F.	1075	$ 358.00	$ 384,850.00	1079.00	$ 386,282.00	4.00	$ 1,432.00
5	15IN SDR26 PVC GRAVITY SEWER	L.F.	3128	$ 365.00	$ 1,141,720.00	3085.00	$ 1,126,025.00	-43.00	$ (15,695.00)
6	18IN SDR26 PVC GRAVITY SEWER	L.F.	1465	$ 408.00	$ 597,720.00	1472.00	$ 600,576.00	7.00	$ 2,856.00
7	21IN SDR26 PVC GRAVITY SEWER	L.F.	1712	$ 598.00	$ 1,023,776.00	1704.00	$ 1,018,992.00	-8.00	$ (4,784.00)
8	12IN CLASS 350 D.I.P. GRAVITY SEWER (PIPE INSTALLATION)	FT	296	$ 290.00	$ 85,840.00	295.00	$ 85,550.00	-1.00	$ (290.00)
9	12IN CLASS 350 D.I.P. GRAVITY SEWER (PIPE MATERIAL ONLY)	FT	296	$ 140.00	$ 41,440.00	296.00	$ 41,440.00	0.00	$ -
10	16IN CLASS 350 D.I.P. GRAVITY SEWER (PIPE INSTALLATION)	FT	1241	$ 494.00	$ 613,054.00	1256.00	$ 620,464.00	15.00	$ 7,410.00
11	16IN CLASS 350 D.I.P. GRAVITY SEWER (PIPE MATERIAL ONLY)	FT	1241	$ 184.00	$ 228,344.00	1241.00	$ 228,344.00	0.00	$ -
12	48IN STEEL CASING BORE	LS	1	$ 980,000.00	$ 980,000.00	1.00	$ 980,000.00	0.00	$ -
13	60IN MANHOLE 4FT-6FT DEPTH	EACH	2	$ 16,000.00	$ 32,000.00	2.00	$ 32,000.00	0.00	$ -
14	60IN MANHOLE 6FT-8FT DEPTH	EACH	4	$ 20,000.00	$ 80,000.00	4.00	$ 80,000.00	0.00	$ -
15	60IN MANHOLE 8FT-10FT DEPTH	EACH	2	$ 21,500.00	$ 43,000.00	2.00	$ 43,000.00	0.00	$ -
16	60IN MANHOLE 10FT-12FT DEPTH	EACH	8	$ 22,000.00	$ 176,000.00	8.00	$ 176,000.00	0.00	$ -
17	60IN MANHOLE 12FT-14FT DEPTH	EACH	6	$ 23,000.00	$ 138,000.00	6.00	$ 138,000.00	0.00	$ -
18	60IN MANHOLE 14FT-16FT DEPTH	EACH	4	$ 24,000.00	$ 96,000.00	4.00	$ 96,000.00	0.00	$ -
19	60IN MANHOLE 16FT-20FT DEPTH	EACH	5	$ 30,000.00	$ 150,000.00	5.00	$ 150,000.00	0.00	$ -
20	60IN MANHOLE 20FT-24FT DEPTH	EACH	3	$ 50,000.00	$ 150,000.00	3.00	$ 150,000.00	0.00	$ -
21	CONNECT 8IN SEWER TO NEW MANHOLE	EACH	7	$ 17,000.00	$ 119,000.00	5.00	$ 85,000.00	-2.00	$ (34,000.00)
22	CONNECT 10IN SEWER TO NEW MANHOLE	EACH	1	$ 17,500.00	$ 17,500.00	1.00	$ 17,500.00	0.00	$ -
23	CONNECT 12IN SEWER TO NEW MANHOLE	EACH	1	$ 18,000.00	$ 18,000.00	1.00	$ 18,000.00	0.00	$ -
24	CONNECT 21IN SEWER TO EXIST. MANHOLE	EACH	1	$ 21,500.00	$ 21,500.00	0.00	$ -	-1.00	$ (21,500.00)
25	INSTALL 6IN SEWER SERVICE	EACH	7	$ 13,000.00	$ 91,000.00	8.00	$ 104,000.00	1.00	$ 13,000.00
26	TV INSPECTION	L.F.	10420	$ 3.00	$ 31,260.00	8883	$ 26,649.00	-1537.00	$ (4,611.00)
27	PLUG MANHOLE CONNECTION	EACH	4	$ 2,000.00	$ 8,000.00	1.00	$ 2,000.00	-3.00	$ (6,000.00)
28	RETIRE IN PLACE 15IN - 21IN SEWER LINE	L.F.	1373	$ 40.00	$ 54,920.00	1373.00	$ 54,920.00	0.00	$ -
29	RETIRE IN PLACE 48IN MANHOLE	EACH	3	$ 2,500.00	$ 7,500.00	3.00	$ 7,500.00	0.00	$ -
30	PIPE TRENCH PLUG	EACH	16	$ 1,850.00	$ 29,600.00	16.00	$ 29,600.00	0.00	$ -
31	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	18000	$ 4.50	$ 81,000.00	12554.00	$ 56,493.00	-5446.00	$ (24,507.00)
32	SEEDING	UNIT	600	$ 345.00	$ 207,000.00	600.00	$ 207,000.00	0.00	$ -
33	EROSION CONTROL BLANKET	SY	1000	$ 8.00	$ 8,000.00	700.00	$ 5,600.00	-300.00	$ (2,400.00)
34	CURB AND GUTTER RESTORATION	L.F.	400	$ 100.00	$ 40,000.00	281.00	$ 28,100.00	-119.00	$ (11,900.00)
35	EXTRUDED CURB RESTORATION	L.F.	50	$ 100.00	$ 5,000.00	0.00	$ -	-50.00	$ (5,000.00)
36	MOUNTABLE DETACHED CURB RESTORATION	L.F.	200	$ 100.00	$ 20,000.00	98.00	$ 9,800.00	-102.00	$ (10,200.00)
37	PAVEMENT RESTORATION	SY	1500	$ 240.00	$ 360,000.00	1677.00	$ 402,480.00	177.00	$ 42,480.00
38	SIDEWALK RESTORATION	SF	1200	$ 185.00	$ 222,000.00	1200.00	$ 222,000.00	0.00	$ -
39	REMOVE AND REPLACE STORM PIPE AND INLET	LS	1	$ 58,000.00	$ 58,000.00	1.00	$ 58,000.00	0.00	$ -
40	CONSTRUCTION ENTRANCE	EACH	4	$ 3,500.00	$ 14,000.00	4.00	$ 14,000.00	0.00	$ -
41	UNDERCUTTING	CY	1200	$ 80.00	$ 96,000.00	109.50	$ 8,760.00	-1090.50	$ (87,240.00)
42	BACKFILL OF UNDERCUTTING	CY	1200	$ 70.00	$ 84,000.00	109.50	$ 7,665.00	-1090.50	$ (76,335.00)
43	FENCE REPLACEMENT (IN KIND)	L.F.	665	$ 45.00	$ 29,925.00	112.00	$ 5,040.00	-553.00	$ (24,885.00)
				(BASIN 72-2) SUBTOTAL	$ 8,389,949.00		$ 8,127,780.00	96.88%	

CONSTRUCTION ALLOWANCES									
1	CONSTRUCTION CONTINGENCY ALLOWANCE	LS	1	$ 150,000.00	$ 150,000.00	0.54	$ 80,931.95		$ (69,068.05)
2	DUCTILE IRON PIPE AND FITTINGS SURCHARGE ALLOWANCE	LS	1	$ 75,000.00	$ 75,000.00	0.00	$ -		$ (75,000.00)
				Contingency SUBTOTAL	$ 225,000.00		$ 80,931.95		

BID TOTAL	$ 13,936,972.00	$ 13,446,319.45	96.48%	$ (490,652.55)
Cleary Construction, Inc.		FINAL PROJECT TOTAL		FINAL PROJECT UNDER

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: Agreement for Intergovernmental Services

Department: Administration

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider agreement with Ramsey Farrar Russell & Smith, LLC for intergovernmental services including legislative services at the General Assembly.

Staff Recommendation

Approve agreement with Ramsey Farrar Russell & Smith, LLC for the 2026 Legislative Sessions.

Background Information

For the past several years, Russ Farrar and his associates at Ramsey, Farrar Russell & Smith have provided the City with legislative monitoring and lobbying services at the General Assembly. Additionally, Mr. Farrar and others with the firm provide the City with additional information regarding communications and decision from the Executive Branch. The City has been well served by the services of Ramsey, Farrar Russell & Smith, which allows the City to have a strong voice in legislative affairs.

Council Priorities Served

Establish strong City brand

Legislative decisions have a significant impact on the operations and services provided by the City. Maintaining a well-respected, effective voice at the legislative level is critical for the City continue developing a strong citizen-oriented brand identity.

Fiscal Impact

This expenditure, $50,000 in FY26, is funded by the Department's budget and the portion expended in the next fiscal year will be similarly budgeted.

Attachments

Professional Services Agreement with Ramsey Farrar Russell & Smith, L.L.C.

Docusign Envelope ID: 79B483B7-D58D-426A-8583-543131C1C556

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MURFREESBORO
AND RAMSEY FARRAR RUSSELL & SMITH, L.L.C.

This agreement (the "Contract") entered into on _____ by and between **CITY OF MURFREESBORO**, and **RAMSEY FARRAR RUSSELL & SMITH, L.L.C.**, hereinafter referred to as "CONSULTANT."

I. SCOPE OF WORK

The CONSULTANT shall assist designated agents of **CITY OF MURFREESBORO** in informing elected officials of the Tennessee General Assembly as well as the administration about their programs and services and advocate its position on issues. Any additional services and fees for such services shall be in writing and attached as amendments hereto.

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence January 1, 2026, and terminate on December 31, 2026, unless otherwise extended by mutual agreement of the parties.

2. **CITY OF MURFREESBORO** agrees to compensate the CONSULTANT for the provision of Services herein the sum total of Fifty Thousand Dollars ($50,000) (the "Fee"). In satisfaction of this fee, payment shall be due to CONSULTANT pursuant to the following schedule:

- $4,166.67 on January 15, 2026;
- $4,166.67 on February 1, 2026;
- $4,166.67 on March 1, 2026;
- $4,166.67 on April 1, 2026;
- $4,166.67 on May 1, 2026;
- $4,166.67 on June 1, 2026;
- $4,166.67 on July 1, 2026;
- $4,166.67 on August 1, 2026;
- $4,166.67 on September 1, 2026;
- $4,166.67 on October 1, 2026;
- $4,166.67 on November 1, 2026;
- $4,166.63 on December 1, 2026.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by J. Russell Farrar for the CONSULTANT. The CONSULTANT

Docusign Envelope ID: 79B483B7-D58D-426A-8583-543131C1C556

further certifies that all of its employees assigned to serve **CITY OF MURFREESBORO** have such knowledge and experience as required to perform the duties assigned to them.

2. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of **CITY OF MURFREESBORO**. The CONSULTANT will be deemed an independent contractor over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give **CITY OF MURFREESBORO** the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of **CITY OF MURFREESBORO** only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of **CITY OF MURFREESBORO** and that CONSULTANT has been retained by **CITY OF MURFREESBORO** to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages). CONSULTANT shall establish its own place, time, conditions and methods of work. **CITY OF MURFREESBORO** shall not be responsible and will not be liable for payments of any federal, state or local taxes or fees that arise out of this Contract and the work contemplated herein.

3. TERMINATION OR ABANDONMENT

Either **CITY OF MURFREESBORO** or the CONSULTANT may terminate the Contract upon ninety (90) days written notice to the other party for any cause or no cause. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any work performed as of the Termination Date. All work accomplished by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of **CITY OF MURFREESBORO** prior to payment for the Services rendered.

4. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of **CITY OF MURFREESBORO** as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

Docusign Envelope ID: 79B483B7-D58D-426A-8583-543131C1C556

5. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

To the extent permitted by Tennessee law, **CITY OF MURFREESBORO** shall indemnify, defend, save and hold harmless the CONSULTANT, and its partners, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages arising out of or resulting from any negligent or intentionally wrongful actions or inactions caused by **CITY OF MURFREESBORO**, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

6. GENERAL COMPLIANCE WITH LAWS

a. The CONSULTANT certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services.

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Davidson County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Davidson County, Tennessee.

7. ENTIRE AGREEMENT

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral contracts between the parties.

8. AMENDMENT

This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

9. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part

Docusign Envelope ID: 79B483B7-D58D-426A-8583-543131C1C556

hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

10. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

11. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

12. INCORPORATION OF OTHER DOCUMENTS

CONSULTANT shall provide Services pursuant to this Contract and in accordance with the Scope of Work identified herein. It is understood and agreed between the parties that, in the event of a variance between the terms and conditions of this Contract and any amendment thereto and any other proposals offered by either the CONSULTANT or **CITY OF MURFREESBORO**, the terms and conditions of this Contract, as well as any amendment, shall take precedence and control the relationship and understanding of the parties.

13. OWNERSHIP AND USE OF DOCUMENTS

The CONSULTANT warrants that all work produced under this Contract, whether in written or electronic form, shall be the original work of CONSULTANT unless otherwise stated in writing. Ownership of all results and documents delivered shall pass to **CITY OF MURFREESBORO** upon delivery.

Docusign Envelope ID: 79B483B7-D58D-426A-8583-543131C1C556

14. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

CITY OF MURFREESBORO:

Darren Gore
111 West Vine Street
Murfreesboro, Tennessee 37133

CONSULTANT:

RAMSEY FARRAR SMITH & RUSSELL L.L.C.
Attn: J. Russell Farrar, Esq.
12 Cadillac Drive, Suite 480
Brentwood, TN 37027

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this PROFESSIONAL SERVICES AGREEMENT BETWEEN **CITY OF MURFREESBORO** AND **RAMSEY, FARRAR RUSSELL & SMITH, L.L.C**. as of the date above written.

CITY OF MURFREESBORO

BY: _____
SHANE MCFARLAND,
MAYOR

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

RAMSEY, FARRAR RUSSELL & SMITH, L.L.C.

BY: _____
J. RUSSELL FARRAR,
FOUNDING PARTNER

No Items.

COUNCIL COMMUNICATION

Meeting Date: 09/18/2025

Item Title: FAA Reimbursable Air Traffic Control Tower Siting Study Agreement

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Approval of a Reimbursable Agreement with the Federal Aviation Administration (FAA) to conduct a siting analysis and report of an air traffic control tower at the Murfreesboro Municipal Airport.

Staff Recommendation

Upon Legal Department review, approval of a Reimbursable Agreement with the FAA to conduct certain portions of the siting analysis and report for a proposed air traffic control tower located at the Murfreesboro Municipal Airport.

Background Information

The Murfreesboro Municipal Airport was approved by the FAA to be in the Federal Contract Tower program and the next step is to complete the siting analysis and report. The Tennessee Division of Aeronautics is assisting the City through this process and has provided a Grant to assist with the majority of the cost of this project. There are certain tasks associated with the siting of an air traffic control tower that the FAA will conduct using the information and data provided by Barge Design Solutions. The Reimbursable Agreement outlines the tasks that the Airport , the Sponsor, is responsible for providing and what tasks the FAA will complete.

Council Priorities Served

Improve economic development

It is the mission of the Murfreesboro Municipal Airport to maintain and improve its facilities and services to the community. Working with the FAA and other agencies to provide air traffic control services for our airport is another way to not only to enhance safety and capacity but bolster economic development.

Fiscal Impact

The fee proposed by the FAA is $71,928 with 95% of that cost being covered with Federal Non-primary Entitlement funds and state funding. The local share ($3,596) for this entire project will be paid through the Airport Fund.

Attachments

FAA Reimbursable Agreement

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

CITY OF MURFREESBORO
MURFREESBORO MUNICIPAL AIRPORT
MURFREESBORO, TN

WHEREAS the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Murfreesboro** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA.

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission.

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **City of Murfreesboro.**

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to support the completion of the Tower Siting Assessment process for the new FCT/ATCT to be located at Murfreesboro Municipal Airport (MBT). This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Tower Siting Assessment for Murfreesboro Municipal Airport (MBT)

B. The FAA will perform the following activities:

1. Obtain any available photogrammetry data or master planning data, the latest approved Airport Layout Plan (ALP), and elevation data for future

structures, and other data as required, and provide a 3-D model of the airfield for use during the siting study.

2. Facilitate the tower siting process per the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

3. Conduct a Safety Risk Management (SRM) Panel in accordance with the current version of the ATO SMS Manual and provide a signed SRM Document.

4. Provide a detailed siting report describing the location and relevant elevations for the preferred sites and identify the recommended site in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

C. The Sponsor will perform the following activities:

1. Provide any available photogrammetry data or master planning data, the latest approved Airport Layout Plan (ALP), and elevation data for future structures, and other data as required by the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

2. Participate in the siting process in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

3. Provide to the FAA in support of the siting report:
   i. Airport Concurrence Letter
   ii. OE/AAA (Airspace Case) final determination letter on recommended and preferred sites
   iii. Security considerations

Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If yes, the grant date is TBD, and the grant number is TBD. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, Planning and Requirements Group, NAS Planning and Integration, will provide administrative oversight of this Agreement. Chad Bridges is the Lead Planner and liaison with the Sponsor and can be reached at (404) 305-7310 or via email at chad.bridges@faa.gov. John Seliga is the Project Planning Manager and can be reached at (404) 305-7153 or via email at john.seliga@faa.gov. The liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Terminal Facilities Group will perform the scope of work for this Agreement. Zane Edwards is the Group Manager and can be reached at (202) 267-6085 or via email at zane.edwards@faa.gov. This liaison is not authorized to make any commitment, otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, Brad Logan who can be reached at (817) 222-4395 or via email at brad.logan@faa.gov.

B. Sponsor:

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
ATTN: Chad Gehrke (Airport Director)
cgehrke@murfreesborotn.gov
615-848-3254

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering	$60,000.00
Labor Subtotal	$60,000.00
Labor Overhead	$11,928.00
Total Labor	**$71,928.00**
TOTAL ESTIMATED COST	**$71,928.00**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest-bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and as appropriate, a refund or final bill will be sent to the sponsor, except as described in section D of this Article. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS is:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex (overnight) is:

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Murfreesboro
Attn: Chad Gehrke (Airport Director)
111 West Vine Street
Murfreesboro, TN 37130

615-848-3254

D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

E. The FAA will provide the Sponsor a quarterly Statement of Account of costs incurred against the advance payment.

F. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and

settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this holds harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**CITY OF MUFREESBORO**	
SIGNATURE		SIGNATURE	
NAME		NAME	
TITLE	Contracting Officer	TITLE	
DATE		DATE	