MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
October 23, 2025

Public Comment on Actionable Agenda Items

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Housing Rehabilitation 923 Harrison Ave Change Order No. 1 (Community Development)
2. Housing Rehabilitation 2227 Haven Dr. Change Order No. 2 (Community Development)
3. Old Fort Park Ballfield & Parking Renovations Change Order No. 3 (Facilities)
4. Mandatory Referral for Dedication of Utility Easement(s) along Central Valley Road (Planning)
5. Asphalt and Concrete Purchase Report (Street)

Old Business

Land Use Matters

6. Ordinance 25-OZ-29 Rezoning property along Franklin Road (2nd and Final Reading) (Planning)
7. Ordinance 25-OZ-31 Zoning property along John R Rice Boulevard and Spike Trail (2nd and Final Reading) (Planning)

New Business

Resolution

8. Resolution for Project Keystone Broad Street Redevelopment (Administration)

Ordinance

9. Ordinance 25-O-33 Amending Chapter 15 of the City Code (Building & Codes)

On Motion

10. FY26 Tennessee Housing Development Agency Emergency Solutions Grant (Community Development)
11. Project Spring Outside City Development Agreement (Water Resources)
12. Statewide School Resource Officer Program Grant Contract (Police)
13. Agreement for Prisoner Processing (Police)
14. Purchase of Police Vehicles from Ford of Murfreesboro (Police)
15. COPS Hiring Program Grant Award Acceptance (Police)

16. Planning Dept. Organizational and Operational Assessment Consulting Contract (Administration)

Board & Commission Appointments

17. Gateway Commission (Administration)

Licensing

18. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Change Order No. 1 Housing Rehabilitation 923 Harrison

Department: Community Development

Presented by: Robert Holtz, Director of Community Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider additional rehabilitation assistance through the Community Development Housing Rehabilitation program.

Staff Recommendation

Approve change Order No. 1 for $10,206.

Background Information

A residence at 923 Harrison Avenue was under a rehabilitation project when additional decayed wood, electrical issues and plumbing system issues were discovered. The cost for Underhill Construction to make these repairs is $10,206

Council Priorities Served

Responsible Budgeting

Utilizing CDBG funds assists the City in addressing housing deficiencies in the community's housing stock.

Fiscal Impact

The cost of $10,206 is fully funded by the Community Development Block Grant.

Attachments

Change Order No. 1

CHANGE ORDER #1 TO
CONTRACT FOR REHABILITATION – CDBG
FOR MURFREESBORO COMMUNITY DEVELOPMENT DEPARTMENT

This **Change Order #1** for Contract for Rehabilitation – CDBG for the City of Murfreesboro, acting through its Community Development Department, dated June 12, 2025, ("Contract") is effective as of the date of the last party to sign below, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, as Grantee; Terrance and Kiara Judge ("Owner"); and David Underhill ("Contractor").

WHEREAS, Owner and Contractor, with City's approval, entered into the Contract for certain rehabilitation services at 923 Harrison Avenue, Murfreesboro, TN;

WHEREAS, pursuant to Section VIII and Exhibit B of the Contract, said Contract may be modified by written change order executed by all parties and approval by the City Council; and

WHEREAS, the parties desire to amend the Contract to include memorialize the use of the Allowance in the agreement and perform the additional work as listed below;

NOW, THEREFORE, Owner and Contractor hereby amend the Contract as follows:

1. The parties agree to include the additional scope of work as follows as follows:

ITEM	**COST**
Original Project Cost	$38,520.00
1. Fix Crack in Tub	$376.00
2. Install interconnected smoke detectors and new outlet on bedroom wall	$350.00
3. Replace additional wall of rear bedroom	$2,500.00
4. Sister rotted floor joist and install drop girder	$750.00
5. Additional plumbing in the bathroom area	$2,300.00
6. Additional framing in front wall	$3,500.00
7. Additional floor framing, sub-floor and flooring	$3,580.00
8. Less Allowance in Contract	($5,000.00)
Total	$10,206.00
New Project Cost	**$48,726.00**

2. All other terms of the Contract, including automatic extensions thereof, remain in full force and effect and are otherwise unchanged by this Change Order #1.

_____
David Underhill, Contractor

_____
Terrance Judge, Owner

Date: _____

_____
Kiara Judge, Owner

Date: _____

APPROVED BY CITY:

Date: _____.

_____
Name: Shane McFarland
Title: Mayor

APPROVED AS TO FORM:

Date: _____.

_____
Name: Adam Tucker
Title: City Attorney

David Underhill
221 Underhill Road
McMinnville, TN 37110
Tennessee License # 50649

General Contractor
615 351-7990
dl.underhill@comcast.net

Put your home “under” construction!

Proposal

September 25, 2025

RE: 923 Harrison Ave.

Additional work:

Fix crack in tub	$376.00
Install interconnected smoke detectors and new outlet on bedroom wall	$350.00
Rework electrical panel to eliminate unused circuits and unsafe wiring	$1,850.00
Replace additional wall of rear bedroom	$2,500.00
Sister rotted floor joists and install drop girder	$750.00
Additional plumbing in bathroom area	$2,300.00
Additional framing in front wall	$3,500.00
Additional floor framing, sub-floor and flooring	$3,580.00
Total	$15,206.00
Less Allowance	$5,000.00
Total Change Order	$10,206.00

Contract Amount after this change $48,726.00

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Change Order No. 2 Housing Rehabilitation 2227 Haven Drive

Department: Community Development

Presented by: Robert Holtz, Director of Community Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider additional rehabilitation assistance through the Community Development Housing Rehabilitation program.

Staff Recommendation

Approve change Order No. 2 for $2,131.

Background Information

A residence at 2227 Haven Drive was under a rehabilitation project when additional work was needed to provide handrail along ramp, grab bar next to shower and new curtain rod and shower curtain. The cost for Griffin Group Construction to make these changes is $2,131.

Council Priorities Served

Responsible Budgeting

Utilizing CDBG funds assists the City in addressing housing deficiencies in the community's housing stock.

Fiscal Impact

The cost of $2,131 is fully funded by the Community Development Block Grant.

Attachments

Change Order No. 2

CHANGE ORDER #2 TO
CONTRACT FOR REHABILITATION – CDBG
FOR MURFREESBORO COMMUNITY DEVELOPMENT DEPARTMENT

This **Change Order #2** to Contract for Rehabilitation – CDBG for the City of Murfreesboro, acting through its Community Development Department, dated June 2, 2025 ("Contract"), is effective as of the date of the last party to sign below, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, as Grantee; Vergie Batton ("Owner"); and Griffin Group, LLC ("Contractor").

WHEREAS, Owner and Contractor, with City's approval, entered into the Contract for certain rehabilitation services at 2227 Haven Drive, Murfreesboro, TN;

WHEREAS, pursuant to Section VIII and Exhibit B of the Contract, said Contract may be modified by written change order executed by all parties and approval by the City Council; and

WHEREAS, the parties amended the Contract and entered into Change Order #1 on September 12, 2025; and

WHEREAS, the parties desire to amend the Contract to include additional labor and repairs as listed on Contractors Quote dated October 7, 2025 (Attachment A to Change Order #2), and as described below.

NOW, THEREFORE, Owner and Contractor hereby amend the Contract as follows:

1. The parties agree to include the additional scope of work as follows as follows:

ITEM	COST
Original Project Cost, including Change Order #1	$25,919.33
1. Shower Rod and Curtain. Rod is screwed into tile shower walls (not a tensioner rod). 2. Install aluminum handrail along ramp, turn back to wall & install blocking. 3. Install Grab Bar in Shower	$2,131.00
Total Change	$2,131.00
New Project Cost	**$28,050.33**

2. All other terms of the Contract and Change Order #1, including automatic extensions thereof, remain in full force and effect and are otherwise unchanged by this Change Order #2.

_____
Michael Dill, Owner
Griffin Group, LLC

Date: _____

_____
Vergie Batton, Owner

Date: _____

APPROVED BY CITY:

Date: _____.

_____
Name: Shane McFarland
Title: Mayor

APPROVED AS TO FORM:

Date: _____.

_____
Name: Adam Tucker
Title: City Attorney

GRIFFIN GROUP LLC

+16158611214
mdill@griffin-group-llc.com www.griffin-group-llc.com

GRIFFIN GROUP
RESIDENTIAL CONSTRUCTION + REMODELING

QUOTE

TO
Robert Holtz
City of Murfreesboro
111 W Vine St
Murfreesboro, TN 37130

Quote 1135
DATE 10/07/2025

DATE	ACTIVITY	QTY	AMOUNT
	01-6900 - General Labor and Material 1) Shower Rod and Curtain. Rod is screwed in to tile shower walls (not a tensioner rod). 2) Install aluminum handrail along ramp, turn back to wall & install blocking. 3) Install grab bar in shower.		

We appreciate your business and look forward to helping you again soon. Have a blessed day!

SUBTOTAL	2,131.00
TAX	0.00
TOTAL	2,131.00
BALANCE DUE	**$2,131.00**

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title:	Old Fort Park Ballfield & Parking Renovations Change Order No. 3
Department:	Facilities
Presented by:	Brad Hennessee, Facilities Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approving Change Order No. 3 to officially include the contingency allowance items encountered to date and add two days to the contract time for the Old Fort Park Ballfield & Parking Renovations.

Staff Recommendation

Approve Change Order No. 3 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 No. 3 are undercut and backfill at south entrance to the parking area and a light pole base relocation. The total for these Contingency Items is $18,305 and Contingency Request No. 10 (light pole base relocation) causes the total to exceed the planned Contingency by $4,321. A detailed list of the amounts is included in the Change Order No. 3 attachment.

This Change Order changes the total contract price to $3,060,813 and extends the contract time by two days. This Change Order is pending Legal approval.

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 expense is $18,305, of which $13,984 is accommodated in the Contingency amount with a change of $4,321 in the total contract amount, making the total $3,060,813.

Attachments

Change Order No. 3 for the Old Fort Park Ballfield & Parking Renovations

Energy Land & Infrastructure

October 17, 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 3

Dear Mr. Hennessee,

Based on the status of construction for the project, and the work completed, I am submitting Change Order 3 to officially include the Contingency Items encountered on the project through today's date, and add days to the Contract Time. The planned Contingency Amount included in the contract is 145,547.24. The amounts for the contingency items encountered during the project are as follows:

Contingency included in C.O. 1 previously	$84,745.65
Contingency Amount for C.O. 2 previously	$46,817.27
Contingency Amount for C.O. 3	$18,305.19
Total of Contingency Items	$149,868.11
Contingency Amount overage	$4,320.87

There is a change in the Contract Amount because Contingency Item 10 causes the total to exceed the planned Contingency by $4,320.87. There is an **addition of 2 days** for the Contract Time for this Change Order 3. Change Order 3 includes Contingency items 9 and 10.

This construction work is underway by Steelhead Building Group, LLC. If you have any questions about Change Order 3, please feel free to give me a call.

Sincerely,

ENERGY LAND & INFRASTRUCTURE, LLC

John R. Gordon

John R. Gordon, PE

Attachments: Change Order 3
Contingency Item Summary

CONTRACT CHANGE ORDER **No. 3**

Contract For:
Old Fort Park Ballfield and Parking Renovations
Murfreesboro, TN

Date: 10-17-2025

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
Planned Contingency	$145,547.24
previous amounts	$131,562.92
CONTINGENCY ITEMS 9 & 10	**$18,305.19**
Total Contingency Amount through 10-17-2025	$149,868.11
Contingency Overage	$4,320.87

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:	**$4,320.87**
The Contract Total Including this and Previous Change Orders Will be:	$3,060,812.89
The Contract Period Will be (Changed) by this change order by:	**+2 days**

This document will become a supplement to the contract and all provisions will apply hereto:

(Owner) City of Murfreesboro — (Date)

John R. Gordon — 10-17-2025
(Owner's Architect/Engineer) — (Date)
John Gordon, Energy Land & Infrastructure

(Contractor) — (Date)
Steelhead Building Group

This information will be used as a record of any changes to the original construction contract

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
9	*12*	undercut and backfill at south entrance	$ 10,809.90
10	*13*	Lightpole base relocation	$ 7,495.29
		Total Contingency Amount through 10-17-2025	**$ 149,868.11**

Contingency amount $ 145,547.24

Contingency overage $ 4,320.87

Change Order 3 includes Contingency Requests 9 and 10

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]

12: undercut and backfill at south entranceto remove and replace unsuitable soils [+2 days]

13: lightpole base relocation and related electrical and demolition

STEELHEAD
BUILDING GROUP

Prepared By: **Steelhead Building Group**
Date: **10/01/25**

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 1,300 SF of the south east entrance.	1.00	LS	0.00	0.00	0.00	0.00	0.00	$3,942.70	$3,942.70
31-3300	**Surge Rock:** Structural fill for undercut areas	113.28	CY	26.34	2,983.80	0.00	0.00	0.00	$0.00	$2,983.80
31-0000	**Spoils:** Haul off and disposal of unsuitable undercut soils	1.00	LS	0.00	0.00	0.00	0.00	0.00	$2,159.53	$2,159.53
		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

SUBTOTAL	$ 9,086.03
OVERHEAD	$ 726.88
EXTENDED GENERAL CONDITIONS	
FEE	$ 785.03
BOND	$ 211.96
TOTAL	$ 10,809.90

Contract duration shall be changed by 2 days.

For Owner Use:

Approved [X] Declined [ ]

Signed

BRAD HENNESSEE
Printed Name

10.2.2025
Date

Costs presented in this Contingency Request are valid until 12:00pm on 10/02/25. If not approved within this time period, critical path scope will be delayed and additional costs may apply.

STEELHEAD
BUILDING GROUP

CONTINGENCY REQUEST # 10

Prepared By: Steelhead Building Group
Date: 10/01/25

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
26-0000	Electrical labor requried to relocate parking lot light to the island on north east end of the parking lot per the MTE setback distance requirements from power lines.	1.00	LS	0.00	0.00	0.00	0.00	0.00	$4,000.00	$4,000.00
03-0000	Concrete Pole Base	1.00	LS	0.00	0.00	0.00	0.00	0.00	$2,300.00	$2,300.00
		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
		0.00	LS	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00

SUBTOTAL	$ 6,300.00
OVERHEAD	$ 504.00
EXTENDED GENERAL CONDITIONS	
FEE	$ 544.32
BOND	$ 146.97
TOTAL	$ 7,495.29

Contract duration shall be changed by 0 days.

For Owner Use:

Approved [X] Declined [ ]

Brad Hennessee
Signed

BRAD HENNESSEE
Printed Name

10.17.2025
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: 10/23/2025

Item Title:	Mandatory Referral for Dedication of Utility Easement(s) along Central Valley Road
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 utility easement(s) on City-owned property located along the north side of Central Valley Road.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval of this request at its October 1, 2025 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of utility easement(s) for use by Consolidated Utility District (CUD) and Middle Tennessee Electric (MTE) on property that the City owns along the north side of Central Valley Road. The property in question is undeveloped. CUD is planning on constructing a metering station on the property to better serve the surrounding area. The easements will help to facilitate the construction.

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

1) If approved, CUD and/or 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(s) in question. The legal instrument(s) will be subject to final review and approval of the Legal Department.
2) CUD and/or MTE 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 CUD with infrastructure improvements in the vicinity.

Attachments:

1. Planning Commission staff comments from 10/01/2025 meeting
2. Letter from CUD
3. Exhibits of the proposed easement
4. Other miscellaneous exhibits

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

6. a. Mandatory Referral [2025-714] to consider the dedication of easements for CUD and MTE on City-owned property located along Central Valley Road, Middle Tennessee Electric applicant.

In this mandatory referral, the Planning Commission is being asked to consider the dedication of utility easements for Middle Tennessee Electric (MTE) and Consolidated Utility District (CUD) on City-owned property along Central Valley Road. The proposed easement is associated with the proposed installation of a meter vault, asphalt driveway, and the electric SCADA panel equipment on the City property. CUD is requesting to obtain the remaining easement needed to close the gap from the existing CUD water line easement

which will extend to the existing right-of way and ensure access to the water main from Central Valley Road. CUD is also requesting the city dedicate an MTE easement to extend electrical utilities from the existing power facilities to the site. The proposed upgrades will allow utility providers to ensure they can deliver services to future and current residents in the surrounding areas. Furthermore, the system upgrades will make it easier to meter water pressure, address leaks, and identify areas in need of infrastructure upgrades.

An exhibit showing the location of the proposed meter vault, SCADA panel, and driveway are included in the agenda materials as well as letters from MTE and CUD.

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: 047/00800 | Address (if applicable): 1406 Central Valley Rd.

Street Name (if abandonment of ROW):

Type of Mandatory Referral: CUD Waterline Easement Needed

Applicant Information:

Name of Applicant: Carter Brewer

Company Name (if applicable): Consolidated Utility District of Rutherford County

Street Address or PO Box: 709 New Salem HWY

City: Murfreesboro

State: TN | Zip Code: 37129

Email Address: [redacted]

Phone Number: 615-225-3327

Required Attachments:

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

Carter B

Applicant Signature

8/28/2025

Date

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

August 28, 2025

RE: City of Murfreesboro Property located at 1406 Central Valley Rd.

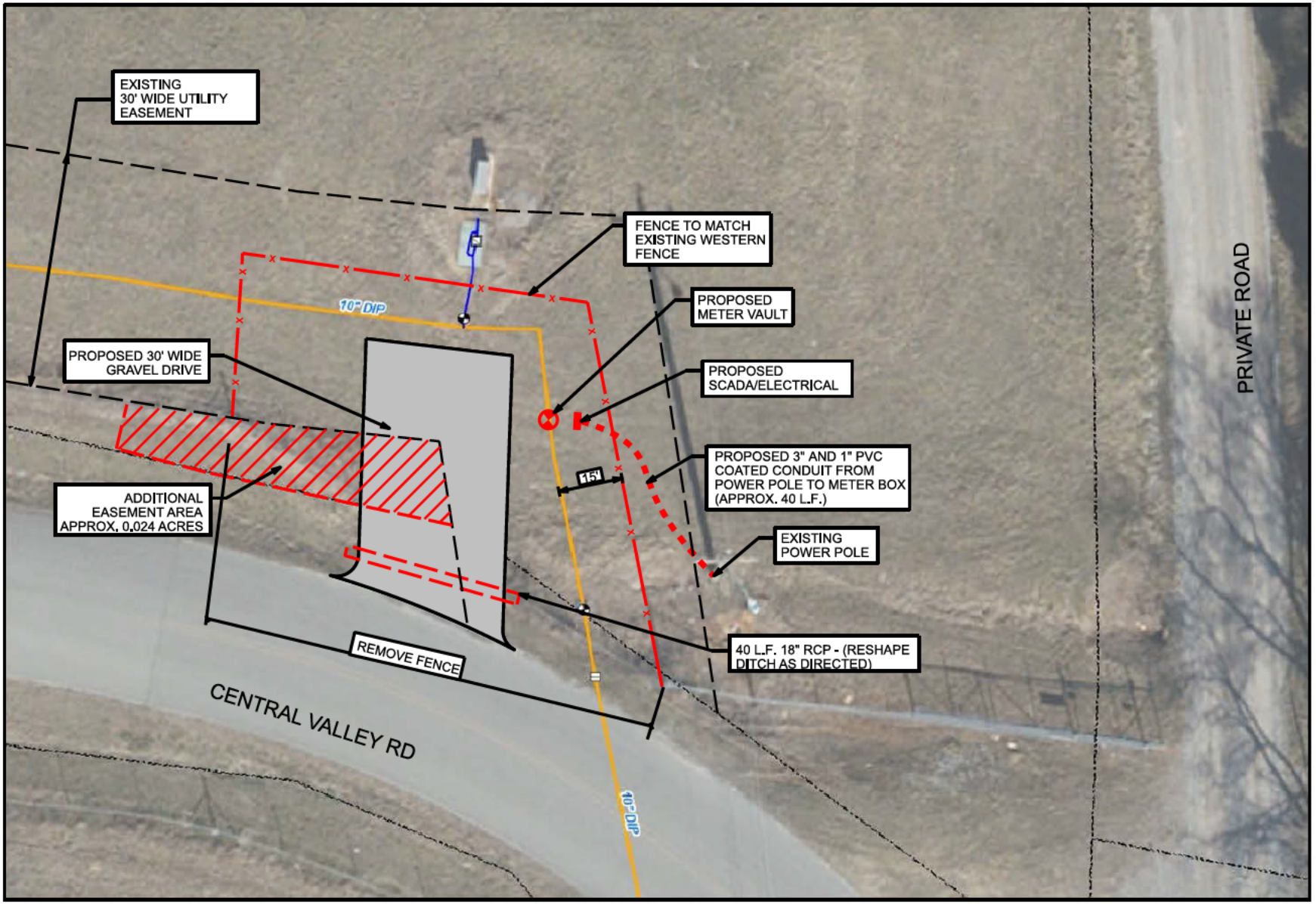
To whom it may concern,
Consolidated Utility District of Rutherford County is planning to construct a DMA station which will include a meter vault, asphalt driveway, and electronic SCADA panel equipment on the City property.

CUD is requesting to obtain the remaining easement needed to close the gap from the existing CUD water line easement which will extend to the existing Right-of Way and ensure access to the water main from Central Valley Road. CUD is also requesting for the City to sign an MTE easement to extend electrical utilities from the existing power facilities to the site.

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

Sincerely,

Carter Brewer, P.E.
Project Manager
[redacted]



SITE 'N'
CENTRAL VALLEY ROAD
N.T.S.

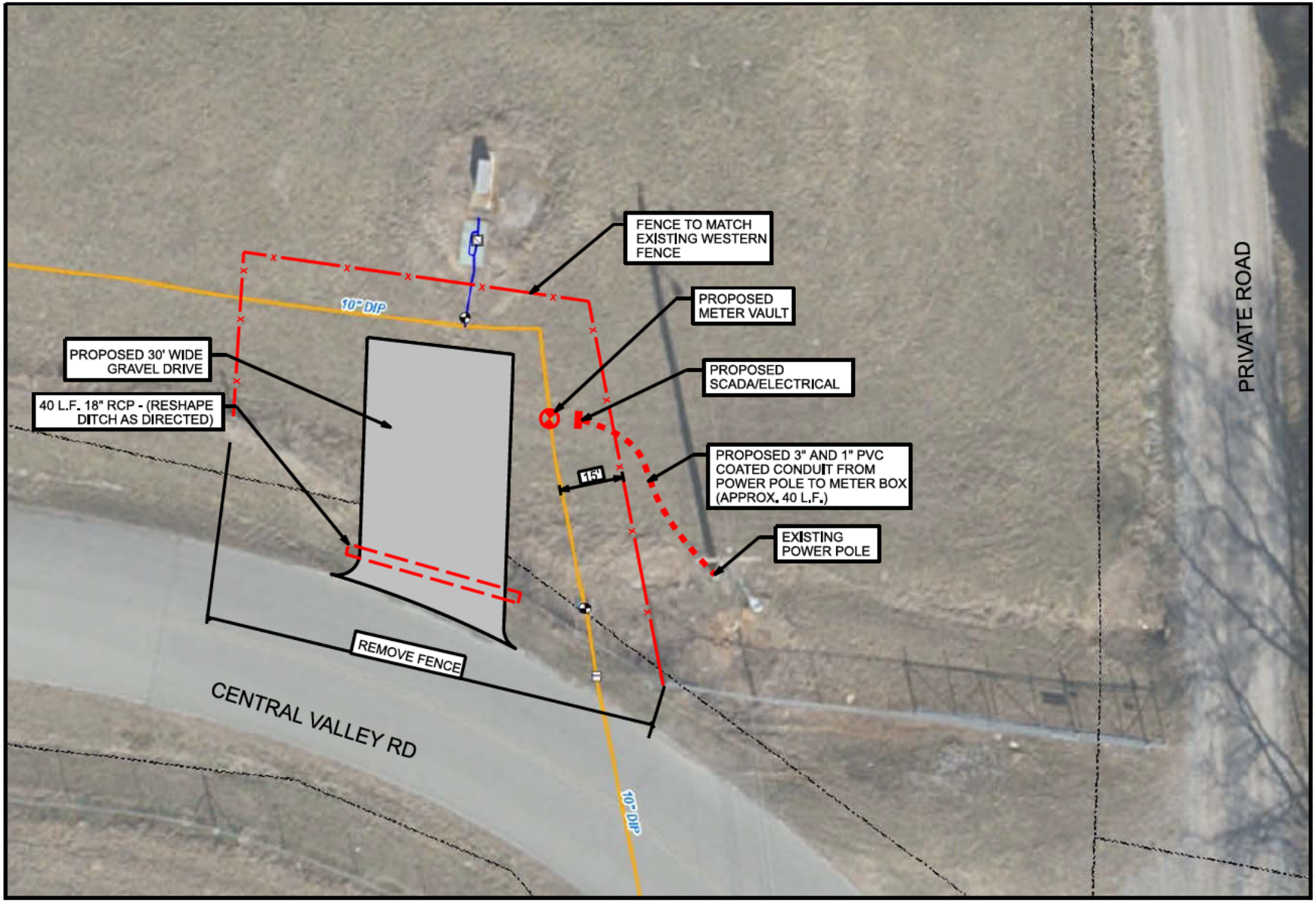
JAMES C. HAILEY & CO.
CONSULTING ENGINEERS
360 COOL SPRINGS BLVD., STE. 100
Franklin, Tennessee 37067
PH: 615-883-4933 WWW.JCHENGR.COM

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

DMA STATIONS

PROPOSED LOCATION
SITE 'N'

N
W E
S



SITE 'N'
CENTRAL VALLEY ROAD
N.T.S.

JAMES C. HAILEY & CO.
CONSULTING ENGINEERS
360 COOL SPRINGS BLVD., STE. 100
Franklin, Tennessee 37067
PH: 615-883-4933 WWW.JCHENGR.COM

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

DMA STATIONS

PROPOSED LOCATION
SITE 'N'

N
W E
S

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 805402
Rec'd: 20.00 Instrument #: 1935195
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 12/4/2014 at 2:35 PM
Total: 22.00 in
Record Book 1340 Pgs 1036-1039

This Instrument Prepared By:
DAVID A. IVES, Assistant City Attorney
City of Murfreesboro
P.O. Box 1044
Murfreesboro, TN 37133-1044

Map 047 Parcel 008.00

WATERLINE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00), cash in hand to us paid by **CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, a body politic**, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to our land of which the hereinafter described parcels of land are a part, the undersigned, **CITY OF MURFREESBORO, a municipal corporation in Rutherford County, Tennessee,** (hereinafter referred to, whether singularly or collectively, as "Grantor") has this day bargained and sold and does hereby transfer unto said **CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, a body politic**, its successors and assigns, a permanent water line easement in, upon, along, under, through and across the parcel(s) described below, together with all necessary rights of ingress and egress to and from said parcel(s) of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, replacing, enlarging, maintaining, and operating a water line, together with all necessary or appropriate fittings, appliances and appurtenances thereto, in, upon, along, under, through and across said parcels of land. Said parcel(s) is/are located in Rutherford County, State of Tennessee, and is/are more particularly described as follows:

Waterline Easement No. 1

AREA "A" - Being a center line description of a thirty (30) foot wide permanent easement and beginning at a point in the western property line of this property and the eastern property line of Weeks and said point being 15 feet north of the northern right- of-way of Swamp-Leanna Road, thence; in an eastern direction parallel to the northern right-of-way of Swamp-Leanna Road a distance of 1830.99 feet to a point, said point being in the intersection of Swamp-Leanna Road and Central Valley Road, thence; continuing in an eastern direction 15 feet north of and parallel to the northern right-of-way of Central Valley Road for a distance of 750 feet to a point, thence; northeast at a forty five degree (45°) angle to the center line of this 30 foot wide easement 25 feet to a point being the ending point of the 30 foot wide easement also being the beginning of AREA "B".

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AREA "B" At this point the easement will be 50 feet wide, parallel and adjacent to northeastern right of way Central Valley Road for a distance of approximately 480 feet to a point in the eastern property line of this property and the western property line of Hanson. Included in this easement area is a repurified water line belonging to the City of Murfreesboro.

Waterline Easement No. 2

Being a center line description of a thirty (30) foot wide permanent easement on the west side of Central Valley Road approximately 1250 feet in length, and then approximately 4300 feet on the north and east of side of Central Valley Road to the end of this property as described below.

Commencing at an intersecting point being 15 feet north of the northern-right-of way of Swamp-Leanna Road and 25 feet west of the western right-of-way of Central Valley Road in a northern direction parallel to the western right-of-way of Central Valley Road for a distance of approximately 1,250 feet to a point after crossing to the north side of Central Valley Road, thence; parallel and adjacent to the northern right-of-way of Central Valley Road in a western direction approximately 400 feet to a small cemetery (Coleman/Rooker Cemetery), thence; in a northern direction approximately 45 feet to a point, thence; in a western direction approximately 120 feet to a point, thence; in a southern direction approximately 40 feet to a point, thence; in a western direction parallel and adjacent to Central Valley Road approximately 2,100 feet to a point, thence; following the right-of-way of Central Valley Road through a curve in a western then a northern direction approximately 1,600 feet to a point, thence; in a western direction 15 feet to a point in the eastern right-of-way of Central Valley Road and being the ending point of this easement.

Grantor's source of title being instrument of record in Record Book 161, Page 2721, the Register's Office of Rutherford County, Tennessee.

TO HAVE AND TO HOLD said easement, and that said rights of ingress and egress, unto said **CONSOLIDATED UTILITY DISTRICT**, its successors and assigns.

Grantor covenants that it is lawfully seized and possessed of said parcel(s) of land; that it has a good and lawful right to transfer and convey said easement; and that said parcel(s) of land is/are unencumbered, except for applicable zoning regulations and as otherwise set forth herein.

Grantor further covenants and binds itself, its heirs, successors and assigns forever to warrant and defend the title to said easement unto said **CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, TENNESSEE,** its successors and assigns, against the lawful claims of all persons.

Grantor further covenants and binds itself, its heirs, successors and assigns in title or interest in and to said parcel(s) of land or any part or portion thereof, not to construct or

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maintain any building or other structure of any kind upon said parcel(s) of land, and not to do or cause or permit to be done upon said parcel(s) of land any other thing or act of any kind whatsoever that will cause or be likely to cause damage or injury to the above referred to water line including its fittings, appliances and appurtenances.

By its acceptance of delivery of this instrument, **CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, TENNESSEE** covenants and binds itself, its successors and assigns to repair and restore all fences, if any, that may be required to be cut or to be temporarily removed in, and to clean and remove all surplus dirt, rock and other debris, caused by or resulting from the locating, laying, constructing, installing, servicing, repairing, and maintaining of the said water line, including its fittings, appliances and appurtenances thereto, and also insofar as reasonably practicable, to fill, grade and restore the surface of the land, as related to the construction of the water line.

Wherever used in this instrument, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS, this 14th day of November, 2014.

CITY OF MURFREESBORO

By: _____
SHANE MCFARLAND, MAYOR

ATTEST:

_____
MELISSA WRIGHT, CITY RECORDER

STATE OF TENNESSEE)
: SS
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **SHANE MCFARLAND** and **MELISSA WRIGHT** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon their oaths acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, a municipal corporation, and that they as such Mayor and City Recorder, being authorized to do so, executed the within instrument for the purposes therein contained, by signing thereto the name of said Corporation, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

WITNESS MY HAND, at office, this 14th day of November, 2014.

_____
NOTARY PUBLIC

DIANE W. JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

My Commission Expires: 08-22-16 (seal)

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Right-of-Way
Easement

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

Middle Tennessee Electric

Service Location # 6000496444 Meter Set SO # 16817823 WO# 16817828

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: 47 Group: _____ Parcel: 8.00

Address 1406 (House/building#) Central Valley Rd (Street/Road Name) Murfreesboro (City) 37129 (Zip)

and such Property being of record in Deed Book 161, Page 2721, 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

This Instrument Prepared By:
Consolidated Utility District
PO Box 249
Murfreesboro, TN 37133

PORTION OF Map 047, Parcel 008.00

AMENDED AND RESTATED PERMANENT WATER UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to our land of which the hereinafter described parcel of land is a part, the undersigned, **CITY OF MURFREESBORO, a municipal corporation in Rutherford County, Tennessee,** (hereinafter collectively referred to as "Grantor") has this day bargained and sold and does hereby grant and transfer unto the **CONSOLIDATED UTILITY DISTRICT OF RUTHEFORD COUNTY, TENNESSEE, a body politic,** ("Grantee"), its successors and assigns, an additional easement area being approximately 0.024 +/- acres as shown on the attached Exhibit "A" and referenced as "Additional Easement Area", to include the area between the existing easement of record in Record Book 1340, Page 1036, Register's Office for Rutherford County, Tennessee, and the existing Central Valley Road public right of way, more particularly described as follows:

Being an additional easement area approximately 0.024 +/- acres as shown on the attached Exhibit "A" and referenced as "Additional Easement Area" and running along, parallel and appurtenant to the northern edge of the Central Valley Road public right of way existing on the date of this instrument, together with all necessary rights of ingress and egress to and from said parcel of land, for the purpose of locating, laying, constructing, inspecting, installing, servicing, repairing, replacing, enlarging, maintaining, and operating a permanent water utility line, district metering area and station (DMA), meter vault, SCADA panel, driveway and fencing, and together with any and all necessary or appropriate fittings, appliances and appurtenances thereto, in, upon, along, under, through and across the following described parcel located in Rutherford County, State of Tennessee. The above-described permanent water utility easement amends the existing easement under the same terms and conditions as the existing easement of record, by incorporating the new easement area, and further restates the prior water utility easement granted to the Grantee by instrument of record in Record Book 1340, page 1036, of the Registers Office of Rutherford County, Tennessee, with all conditions brought forth herein as if copied verbatim.

Being a portion of the same property conveyed to City of Murfreesboro, a municipal corporation in Rutherford County, Tennessee, by Executor's Deeds of record in Record Book 161, Page 2721, in the Register's Office of Rutherford County, Tennessee.

Grantee shall have the right to cut, trim, or remove any trees or shrubs within the easement for the purpose of constructing, reconstructing, repairing, servicing or operating the water line.

To HAVE AND TO HOLD said title to said easements unto said Consolidated Utility District of Rutherford County, Tennessee, its successor and assigns.

Grantor covenants that it is lawfully seized and possessed of said parcel of land, that it has a good and lawful right to transfer and convey said easement, and the parcel of land is unencumbered except for applicable zoning regulations.

Grantor further covenants and bind itself, its heir heirs, successors and assigns forever to warrant and defend the title to said easement unto said Consolidated Utility District of Rutherford County, Tennessee, its successors and assigns, against the lawful claims of all persons.

Grantor further covenants and bind itself, its heirs, successors and assigns in title or interest in and to said parcel of land or any part or portion thereof, not to construct or maintain any building or other structure of any kind upon the areas covered by the permanent water easement, and not to do so or cause or permit to be come upon said areas of land any other things or acts of any kind whatsoever that will cause or be likely to cause damage or injury to the water utility line including its fittings, appliances and appurtenances. Unless Grantor obtains the prior written consent of Grantee, Grantor agrees not to grant, convey, transfer, or assign to any other person or entity any easement or other property right or interest on the above-described permanent water utility easement area allowing the installation of water lines, sewer lines, gas lines, electric lines, television cable(s), phone cable(s), fiber optic lines, or any other communication cables, and/or appurtenances related to any of said lines, within ten (10) feet of any and all water lines and appurtenances.

The easements and terms of this instrument shall run with the land and be binding upon Grantor, and Grantor's successors and assigns with regard to the above-described parcel of real property.

It is agreed and understood that the contractor for the Consolidated Utility District of Rutherford County, Tennessee, will be financially responsible for all damage done to fences and/or other structures at the time of installation of the water line, and will repair or restore damage, if any.

Wherever used in this instrument, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS MY HAND, this _____ day of _____, 2025.

CITY OF MURFREESBORO

By: _____
SHANE MCFARLAND, MAYOR

ATTEST:

_____
AMANDA DEROSIA, CITY RECORDER

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **SHANE MCFARLAND** and **AMANDA DEROSIA** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon their oaths acknowledged themselves to be respectively the Mayor and City Recorded of the City of Murfreesboro, a municipal corporation, and that they as such May and City Recorder, being authorized to do so, executed the within instrument for the purposes therein contained, by signing thereto the name of said Corporation, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

WITNESS MY HAND and official seal on this the ____ day of _____, 2025.

_____
NOTARY PUBLIC

My commission expires: _____

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

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
9/5/2025	Vulcan	307BM PG 64-22	$ 76.58	12.50	$ 957.25	$ 10,892.97
9/5/2025	Vulcan	307BM PG 64-22	$ 76.58	15.11	$ 1,157.12	$ 12,050.09
9/5/2025	Vulcan	307BM PG 64-22	$ 76.58	3.51	$ 268.80	$ 12,318.89
9/8/2025	Vulcan	411E PG 64-22	$ 87.27	16.51	$ 1,440.83	$ 13,759.71
9/8/2025	Vulcan	411E PG 64-22	$ 87.27	13.76	$ 1,200.84	$ 14,960.55
9/9/2025	Vulcan	411E PG 64-22	$ 87.27	16.19	$ 1,412.90	$ 16,373.45
9/10/2025	Vulcan	411E PG 64-22	$ 87.27	3.18	$ 277.52	$ 16,650.97
9/18/2025	Vulcan	411E PG 64-22	$ 87.27	5.23	$ 456.42	$ 17,107.39
9/30/2025	Vulcan	411E PG 64-22	$ 87.27	2.00	$ 174.54	$ 17,281.93
10/1/2025	Vulcan	411E PG 64-22	$ 87.27	3.14	$ 274.03	$ 17,555.96
10/8/2025	Vulcan	411E PG 64-22	$ 87.27	1.25	$ 109.09	$ 17,665.05
						$ 17,665.05

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
9/25/2025	Wiregrass Construction	Commercial 411-E	$ 93.84	4.78	$ 448.56	$ 2,068.33
						$ 2,068.33

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

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
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
9/3/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	1.50		$ 225.00	$ 13,483.50
9/11/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	2.00		$ 286.00	$ 13,769.50
9/12/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	2.00		$ 286.00	$ 14,055.50
9/18/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	3.00		$ 450.00	$ 14,505.50
9/22/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	1.50		$ 214.50	$ 14,720.00
9/24/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	1.50		$ 214.50	$ 14,934.50
9/25/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	2.00		$ 286.00	$ 15,220.50
9/26/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	3.00		$ 429.00	$ 15,649.50
9/29/2025	Nashville Ready Mix	3000 PSI Chips	$ 141.00	1.50		$ 211.50	$ 15,861.00
		fuel surcharge	$ 50.00	1.00		$ 50.00	$ 15,911.00
9/30/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	3.00		$ 450.00	$ 16,361.00
10/1/2025	Nashville Ready Mix	3000 PSI Chips	$ 140.00	10.00		$ 1,400.00	$ 17,761.00
		fuel surcharge	$ 50.00	1.00		$ 50.00	$ 17,811.00
10/1/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	2.00		$ 286.00	$ 18,097.00
10/2/2025	Nashville Ready Mix	5000 PSI chips AE	$ 152.00	3.00		$ 456.00	$ 18,553.00
		full fibers .75 lb dose	$ 7.00	3.00		$ 21.00	$ 18,574.00
10/2/2025	Nashville Ready Mix	flowable fill TDOT	$ 131.00	10.00		$ 1,310.00	$ 19,884.00
		fuel surcharge	$ 50.00	1.00		$ 50.00	$ 19,934.00
10/3/2025	Nashville Ready Mix	5000 PSI chips AE	$ 152.00	6.00		$ 912.00	$ 20,846.00
		fuel surcharge	$ 50.00	1.00		$ 50.00	$ 20,896.00
		commerical fibers	$ 8.00	6.00		$ 48.00	$ 20,944.00
10/6/2025	Nashville Ready Mix	3500 PSI chip curb mix	$ 155.00	2.50		$ 387.50	$ 21,331.50
10/9/2025	Nashville Ready Mix	4000 PSI	$ 145.00	2.00		$ 290.00	$ 21,621.50
		full fibers .75 lb dose	$ 7.00	2.00		$ 14.00	$ 21,635.50
							$ 21,635.50

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Rezoning property along Franklin Road [Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider rezoning approximately 14.9 acres located along the south side of Franklin Road in between Conquest Road and Covenant Boulevard.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this rezoning request on August 6, 2025.

Background Information

Swanson Development, LP presented to the City a zoning application [2025-412] for approximately 14.9 acres located along Franklin Road to be rezoned from PUD (Planned Unit District) to PCD (Planned Commercial District). During its regular meeting on August 6, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On October 2, 2025, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

The PCD zoning will enable the development of eight commercial lots, which, upon development, will create employment opportunities for the community and tax revenue for the City.

Attachments:

Ordinance 25-OZ-29

Docusign Envelope ID: DC899E8D-460F-4906-AD4B-B7D55376E665

ORDINANCE 25-OZ-29 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 14.9 acres located along Franklin Road from Planned Unit Development (PUD) District (Kingdom Ridge PUD) to Planned Commercial Development (PCD) District (Kingdom Ridge Commercial PCD); Swanson Development, LP, applicant, [2025-412].

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 Planned Commercial Development (PCD) 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
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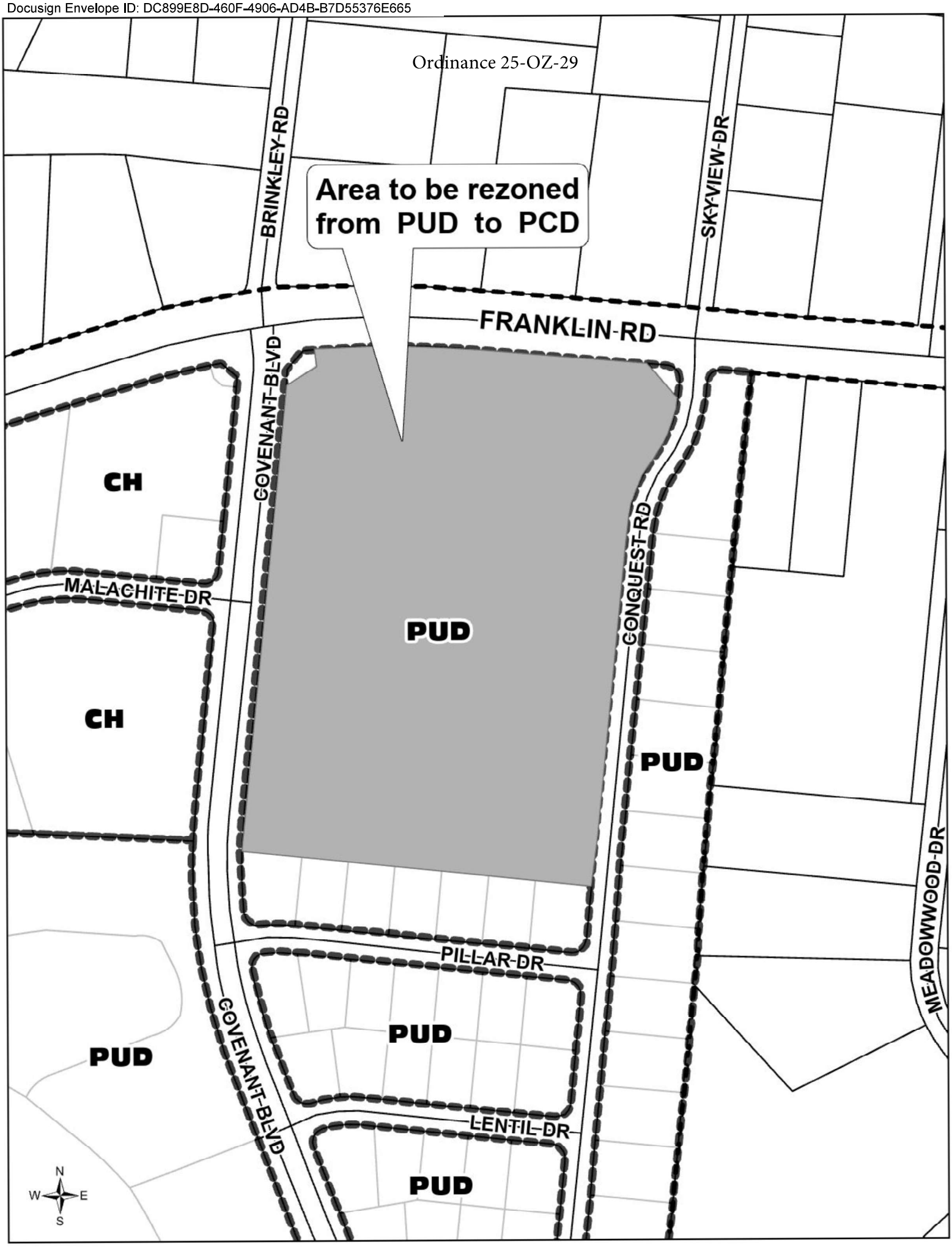
Adam F. Tucker
City Attorney

SEAL

Docusign Envelope ID: DC899E8D-460F-4906-AD4B-B7D55376E665



COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Zoning property along John R Rice Boulevard and Spike Trail [Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider zoning of approximately 2.49 acres located along the south side of John R Rice Boulevard and along the northwest side of Spike Trail.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this zoning request on August 6, 2025.

Background Information

Chad Custer presented to the City a zoning application [2025-408] for 2.42 acres located along the south side of John R Rice Boulevard to be zoned PCD (Planned Commercial District) and GDO-1 (Gateway Design Overlay District 1) simultaneous with annexation and to rezone approximately 0.07 acres from CH (Highway Commercial District) and GDO-1 to PCD and GDO-1. During its regular meeting on August 6, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On October 2, 2025, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will allow for the development of an overflow lot for the nearby Mazda dealership and a building for the detailing of its vehicles. The development of this property with these uses will help to support an existing business in the community and ensure its continued success, which will, in turn, generate tax revenue for the City and create employment opportunities for the community.

Attachments:

Ordinance 25-OZ-31

Docusign Envelope ID: DC899E8D-460F-4906-AD4B-B7D55376E665

ORDINANCE 25-OZ-31 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 zone approximately 2.42 acres along John R. Rice Boulevard and Spike Trail as Planned Commercial Development (PCD) District & Gateway Design Overlay One (GDO-1) District, simultaneous with annexation and to rezone approximately 0.07 acres from Highway Commercial (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) District, (Mazda Office for Off-Site Storage PCD); Chad Custer, applicant [2025-408].

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 zone and 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 be zoned and approved Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) 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
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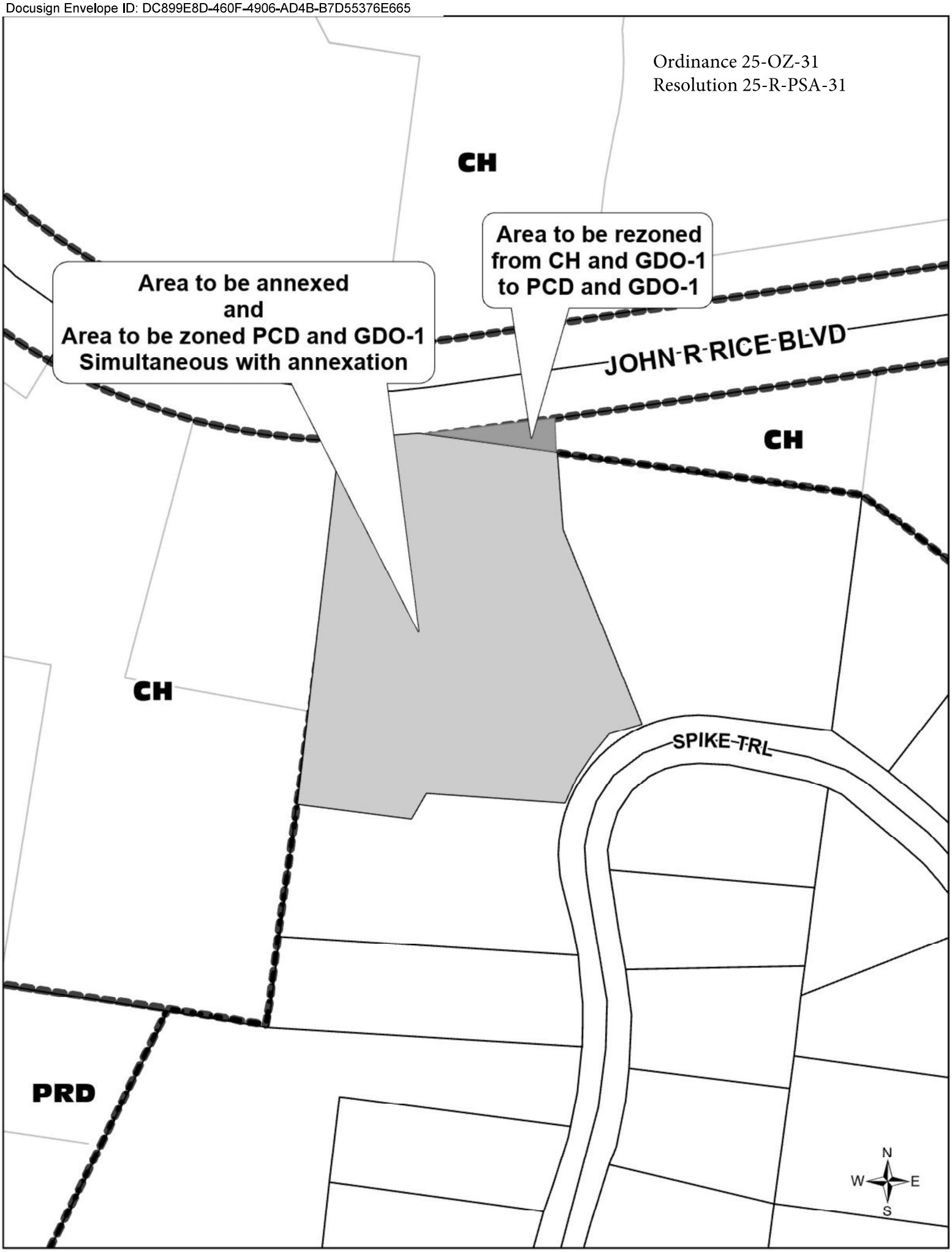
Adam F. Tucker
City Attorney

SEAL

Docusign Envelope ID: DC899E8D-460F-4906-AD4B-B7D55376E665



COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Resolution for Project Keystone Broad Street Redevelopment

Department: Administration

Presented by: Darren Gore

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Consider resolution 25-R-31 for the Broad Street Redevelopment ("Keystone") Project Agreements.

Staff Recommendation

Approve resolution 25-R-31.

Background Information

City Council needs to approve by resolution the Amended and Restated Economic Impact Plan, the Development Agreement, and the property Purchase and Sale Agreements in conjunction with terminating the original agreements from 2023.

City Council approved Hillsboro Residential's (Developer) updated Development and Tax Incentive Agreement on October 2, 2025, for presentation to the Rutherford County Industrial Development Board (IDB) on October 15, 2025. This approval supported the Developer's request for amending and restating Tax Increment Financing (TIF) to assist with on-site parking and other public infrastructure costs in the Broad Street Redevelopment project. The development agreement provided for a phased approach between Section 1 (multifamily and retail), Section 2 (condominiums and retail) and Section 3 (Hotel and retail). The TIF reimbursement cap is set at $26,000,000 not to exceed 20-yrs and will be applied proportionately to each section based on its Tax Assessed value, currently estimated for Section 1 at 66%, Section 2 at 21% and Section 3 at 13%.

The IDB approved the TIF at its October 15, 2025 meeting along with an amended and restated economic impact plan. City Council needs to approve this restated economic impact plan subsequent to the IDB's approval.

The economic impact is best summarized per Section 4d. and 4e. of the attached agreement:

> 4d. The City and the County are also expected to realize additional tax receipts as a result of the Development. With respect to property taxes, all but one tax parcel of the property in the Plan Area is currently publicly owned and therefore has a base tax of zero. Transferring the property to private ownership and the capital

investment in developing the property will create incremental property tax revenue that would be applied as provided herein to pay for costs of developing the Garage Project. At current property tax rates, taxable value of about $150,420,000 ($92,373,000 Section 1, $ 40,359,000 Section 2, and $ 17,688,000 Section 3) and an assessed value of approximately $55,728,000 ($36,949,000 Section 1, $ 11,703,000 Section 2, $7,076,000 Section 3) would generate annual property tax revenues of approximately $1,045,570 to the County and $530,870 to the City, for a total of $1,576,440 ($1,045,220 Phase 1, $331,070 Phase 2, $ 200,150 Phase 3), for the completed and fully assessed Development. The County Dedicated Taxes percentage for 2025 is 20.48% of its budget (.3842 of the County's 1.8762 property tax rate), which would equate to about $214,130 annually on the estimated appraised tax value of the Development. The City Dedicated Taxes percentage for 2025 is 15.96% of its budget (.1520 of the City's .9526 tax rate), which would equate to about $84,730 annually on the estimated appraised tax value of the Development. These percentages and numbers will vary each year for the County and the City.

4e. The new commercial and retail establishments within the Development will result in increased annual local sales tax revenues. The retail spaces and restaurants within the Development are estimated to produce about $79,000 per annum each to the City and County in local option sales taxes, assuming 80% occupancy. The hotel, if and when developed, is expected to produce additional local option sales tax revenues of about $76,600 per annum each to the City and County and lodging tax revenues of about $207,700 per annum to the County and to the City, based upon a 115 room hotel averaging $165/room x 60% occupancy for 365 nights.

The City Council approved the purchase and sale agreement for Section 1 at the October 2, 2025 meeting. The resolution approves the purchase and sale agreements (PSA) for Section 2 and Section 3. The price and scheduled closing of each section has been established for each section as tabulated below:

Section	Sale Price	Scheduled Closing	Outside Closing Date "No Later Than"
1	$3,023,158	2/15/2026	2/15/2027
2	$1,419,573	2/15/2027	8/16/2027
3	$557,269	1/31/2029	1/31/2029

City staff appreciate the Council's flexibility in adapting to the necessary changes to move this project forward. And we appreciate your patience in allowing the time to put together a very complex and comprehensive agreement structure to ensure the City is being fiduciarily responsible and adequately protecting the public's welfare.

Council Priorities Served

Improve Economic Development

Redevelopment of the area that fronts Broad Street is a major economic development enhancement that will assist in redevelopment of the Bottoms and assist in attracting other economic development projects.

Establish strong City brand

Redevelopment of the Downtown and the Bottoms areas will be instrumental in establishing a positive City brand.

Fiscal Impact

The economic impact of this project is estimated as providing $10,046,599 in additional sales tax, hotel lodging tax and property tax to the City between 2030 and 2051. The proceeds of the sale of the property, anticipated to be $5,000,000, will be used to fund approximately $4,000,000 in local roadway improvements.

Attachments

Resolution 25-R-31

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

RESOLUTION 25-R-31 regarding the Amended and Restated Economic Impact Plan, Development Agreement, and Sale Agreements for the Project Keystone Development Area

WHEREAS, The Industrial Development Board of Rutherford County, Tennessee (the "Board"), is a public, nonprofit corporation organized and existing under, and by virtue of, the provisions of Chapter 53, Title 7, Tennessee Code Annotated, as amended (the "IDB Act"); and

WHEREAS, industrial development corporations ("Authorities") are authorized under Section 312 of the IDB Act to prepare and submit to cities and counties an "Economic Impact Plan" with respect to an area that includes a "Project" within the meaning of Section 101 of the IDB Act and such other properties that the Authorities determine will be directly improved or benefited due to the undertaking of such project; and

WHEREAS, the IDB Act and the Uniformity in Tax Increment Financing Act of 2012, Chapter 23, Title 9, Tennessee Code Annotated, as amended (the "TIF Uniformity Act"), also authorize Authorities, cities and counties to apply and pledge new incremental tax revenues which arise from the area subject to the economic impact plan to Authorities to pay certain costs or to pay debt service on bonds or other obligations issued by Authorities to pay certain costs to promote economic development; and

WHEREAS, pursuant to Section 312 of the IDB Act, the Board approved, after a public hearing, an economic impact plan entitled "Industrial Development Board of Rutherford County Economic Impact Plan for Project Keystone Development Area" (the "Original Plan"), dated November 16, 2023, and thereafter the Original Plan was approved by the City Council of the City of Murfreesboro, Tennessee (the "City") and the County Commission of Rutherford County, Tennessee (the "County"), to support the development of the Project Keystone Development Area, being certain property located along NW Broad Street, W Vine Street and S Church Street in a mixed-use development project (the "Development"); and

WHEREAS, the developer under the Original Plan was HRP Residential, LLC ("HRP"); and

WHEREAS, HRP and the City entered into that certain "Development Agreement Project Keystone," dated November 16, 2023 (the "Original Development Agreement"), setting forth the terms and conditions of the Development, which was anticipated to contain commercial space for office, retail, restaurant uses, rental residential apartments and for sale residential condominium units, as well as a hotel, together with three (3) privately-owned parking garage facilities (each a "Garage") that would serve both the users of the Development and the public visiting the offices, retailers, restaurants and the hotel; and

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

WHEREAS, HRP and the City entered into that certain "Purchase and Sale Agreement," dated August 31, 2023 (the "Original PSA"), whereby the City agreed to sell and convey certain real property owned by the City to the Developer for the Development; and

WHEREAS, HRP and the Board entered into that certain Funding Agreement dated November 16, 2023 ("Funding Agreement"), setting forth the terms and conditions of the use of certain ad valorem tax revenues to reimburse HRP for certain costs of the Development pursuant to the Original Plan as set forth therein; and

WHEREAS, HRP now desires to have Hillsboro Residential, LLC, its affiliate (the "Developer"), undertake the Development; and

WHEREAS, the Developer has informed the City and the IDB that it desires to undertake the Development in three (3) sections (each a "Section"), in order to enable each portion of the project to be developed with separate financing and possibly with separate entities, each with their own debt and equity participants, and, as and when the Developer develops each Section, it shall cause each Garage to be completed along with the other work required to be constructed in connection with each Section, as applicable (the "Required Work"), with each Garage being an eligible project within the meaning of Section 101(15)(A) of the IDB Act (each a "Project"); and

WHEREAS, the Board now desires to amend and restate the Original Plan, to be entitled the "Amended and Restated Industrial Development Board of Rutherford County, Tennessee, Economic Impact Plan for Project Keystone Development Area" (the "Amended and Restated Economic Impact Plan"), attached hereto as **Exhibit A**, which must also be approved by the City Council of the City and the County Commission of the County; and

WHEREAS, the City and HRP desire to terminate the Original Development Agreement and the Original PSA, and the Board and HRP desire to terminate the Funding Agreement; and

WHEREAS, the City, the Board, and the Developer desire to enter into a new development agreement entitled "Development and Tax Incentive Project Agreement for Project Keystone" (the "Development Agreement"), attached hereto as **Exhibit B**, to evidence (i) Developer's commitment to undertake and complete the Garages and Required Work in each Section of the Development, as further described and depicted in the Amended and Restated Economic Impact Plan; (ii) the IDB's commitment to reimburse the Developer for the "Eligible Costs" as defined and described in the Amended and Restated Economic Impact Plan (the "Incentive"); (iii) the City's commitment to undertake and complete certain road and other public infrastructure improvements that are necessary and/or desirable for

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

the undertaking of each Section of the Development, and (iv) certain other agreements of the parties related to the undertaking of the Development; and

WHEREAS, the City and the Developer desire to enter into three (3) separate Purchase and Sale Agreements corresponding to each Section of the Development (each, a "Sale Agreement" and collectively the "Sale Agreements"), attached hereto as **Exhibit C**, pursuant to which the Developer shall have the right to acquire certain real property owned by the City in each Section of the Development or a portion thereof, as legally described in each Sale Agreement.

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

SECTION 1. The City Council of the City of Murfreesboro, Tennessee, hereby finds with respect to the Development that the construction of the Garages is necessary and desirable; that the Plan Area (as defined in the Amended and Restated Economic Impact Plan) is within an area that could provide substantial sources of tax revenues or economic activity to the City and the County; that the use of the Incentive is in furtherance of promoting economic development in the City and the County; that the use of the Incentive will develop trade and commerce in and adjacent to the City and the County, will contribute to the general welfare, and will alleviate conditions of unemployment; and that the Development will be necessary and advantageous to the Board in furthering the purposes of the IDB Act.

SECTION 2. Approval of the Incentive and Amended and Restated Economic Impact Plan. The form, content, and provisions of the Amended and Restated Economic Impact Plan, and the grant of the Incentive as contemplated therein and herein, are hereby in all particulars approved; and the Mayor, or in the Mayor's absence, the Vice Mayor, is hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended and Restated Economic Impact Plan, in substantially the form now before this meeting of the City Council, or with such changes therein as shall be approved by the Mayor or Vice Mayor executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions, in the name, and on behalf, of the City.

The Mayor or in the Mayor's absence, the Vice Mayor, is hereby authorized, empowered, and directed, from and after the date hereof, to do all acts and things, and to execute all documents with the Developer, the Board and/or the City as may be necessary or convenient to carry out, and to comply with the provisions of the Amended and Restated Economic Impact Plan.

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

SECTION 3. Approval of the Development Agreement. The termination of the Original Development Agreement is hereby approved; and the form, content, and provisions of the Development Agreement, as presented to this meeting of the City Council, and the grant of the Incentive as contemplated herein and in the Development Agreement, are hereby in all particulars approved; and the Mayor, or in the Mayor's absence, the Vice Mayor, is hereby authorized, empowered and directed to enter into a termination of the Original Development Agreement and execute, acknowledge and deliver the Development Agreement in substantially the form now before this meeting of the City Council, or with such changes therein as shall be approved by the Mayor or Vice Mayor executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions, in the name, and on behalf, of the City.

The Mayor or in the Mayor's absence, the Vice Mayor, is hereby authorized, empowered, and directed, from and after the date hereof, to do all acts and things, and to execute all documents with the Developer, the Board and/or the City as may be necessary or convenient to carry out, and to comply with the provisions of the Development Agreement.

SECTION 4. Approval of the Sale Agreements. The termination of the Original PSA is hereby approved; and the form, content, and provisions of the Sale Agreements, as presented to this meeting of the City Council, are hereby in all particulars approved; and the Mayor, or in the Mayor's absence, the Vice Mayor, is hereby authorized, empowered and directed to enter into a termination of the Original PSA and execute, acknowledge and deliver the Sale Agreements in substantially the form now before this meeting of the City Council, or with such changes therein as shall be approved by the Mayor or Vice Mayor executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions, in the name, and on behalf, of the City.

The Mayor or in the Mayor's absence, the Vice Mayor, is hereby authorized, empowered, and directed, from and after the date hereof, to do all acts and things, and to execute all documents with the Developer, the Board and/or the City as may be necessary or convenient to carry out, and to comply with the provisions of the Sale Agreements.

SECTION 5. Miscellaneous Acts. The Mayor, the Vice Mayor, the City Manager, the City Attorney, the City Recorder, the Treasurer, and the Director of Finance or any of them, are hereby authorized, empowered, and directed to do any and all such acts and things, and to amend and restate, terminate, execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, memoranda and certifications, certifications hereinbefore authorized and approved, as may, in his or her discretion, be necessary or desirable to implement or comply

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

with the intent of this resolution, or any of the documents herein authorized and approved, or for the granting and implementation of the Incentive or the undertaking of each Section of the Development by the Developer for the foregoing purposes, including without limitation, the execution, delivery and recordation of any memoranda, certificates or other documents or instruments as they may deem necessary or desirable in connection with the foregoing.

SECTION 6. Limited Obligation and Liability. The obligations of the Board under the Amended and Restated Economic Impact Plan and the Development Agreement (the "Obligations"), and any payments with respect thereto, are limited obligations of the Board and shall not be deemed to constitute a general debt or liability of the Board, except insofar as the "Available Increment" (as defined in the Amended and Restated Economic Impact Plan) has been received by the Board and the same is payable to the Developer in accordance with the provisions of the Amended and Restated Economic Impact Plan and in the Development Agreement referenced therein.

Neither the City, the County, the State of Tennessee, nor any other political subdivision thereof, shall be liable for the payment or performance of the Obligations or any agreement, or certification, of any kind whatsoever of the Board and neither the Obligations, nor any of the agreements, Obligations, or certifications of the Board shall be construed to constitute an indebtedness of the City, the County or the State of Tennessee, or any other political subdivision thereof, within the meaning of any constitutional or statutory provisions whatsoever.

No recourse under, or upon any statement, obligation, covenant, agreement, or certification, contained in any of the foregoing documents, or any other document or certification whatsoever; or under any judgment obtained against the Board or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the foregoing documents, or any other document or certification, whatsoever, shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the Board, either directly or through the Board, or otherwise, for the payment for, or to, the Board, or any receiver thereof, for any sum that may be due and unpaid by the Board for the Obligations. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, the Board or any receiver thereof, shall be deemed to have been waived and released as a condition of, and consideration for, the execution of the aforesaid documents.

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SECTION 7. Captions. The captions or headings in this resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

SECTION 8. Partial Invalidity. If any one or more of the provisions of this resolution, or of any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

SECTION 9. 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

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EXHIBIT A

AMENDED AND RESTATED ECONOMIC IMPACT PLAN

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THE INDUSTRIAL DEVELOPMENT BOARD OF RUTHERFORD COUNTY

Amended and Restated Economic Impact Plan for
Project Keystone Development Area

1. Authority

(a) Industrial development corporations are authorized under T.C.A. § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of T.C.A. § 7-53-101 and such other properties that the corporation determines will be directly improved or benefited due to the undertaking of a project.

(b) T.C.A. § 7-53-312 authorizes cities and counties to allocate new incremental tax revenues, which arise from the area subject to the economic impact plan, to an industrial development corporation to promote economic development, to pay the cost of projects, or to pay debt service on bonds or other obligations issued by the corporation.

2. The Development and Project

(a) Original Plan. The Industrial Development Board of Rutherford County (the "**IDB**") adopted its original economic impact plan for Project Keystone Development Area (the "**Original Plan**"), dated November 16, 2023.

(b) Development. The City of Murfreesboro (the "**City**"), with the support of Rutherford County (the "**County**"), desired to support the development of the Project Keystone Development Area, being certain property located along NW Broad Street, W Vine Street and S Church Street in a mixed-use development project (the "**Development**"), by adopting the Original Plan. The developer of the Development under the Original Plan was HRP Residential, LLC ("**HRP**"). HRP and the City entered into a certain "**Development Agreement Project Keystone**," dated November 16, 2023 (the "**Original Development Agreement**"), setting forth the terms and conditions of the Development, which was anticipated to contain commercial space for office, retail, restaurant uses, rental residential apartments and for sale residential condominium units, as well as a hotel containing not less than 80 hotel rooms that are comparable in design, style, quality, services and amenities to at least an Upscale Chain according to *Smith Travel Resources Chain Scales – North America and Caribbean*, or comparable (a "**Qualified Hotel**"), together with three (3) privately-owned parking garage facilities (each a "**Garage**") that will serve both the users of the Development and the public visiting the offices, retailers, restaurants and the hotel. HRP and IDB also entered into a certain Funding Agreement dated as of the 16th day of November, 2023 ("**Original Funding Agreement**"), setting forth the terms and conditions of the use of certain ad valorem tax revenues to reimburse HRP for certain costs of the Development pursuant to the Original Plan as set forth therein. HRP now desires to have Hillsboro Residential, LLC, or its affiliate ("**Developer**"), undertake the Development, and in connection

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therewith HRP and the City are terminating the Original Development Agreement and HRP and the IDB are terminating the Funding Agreement.

Developer has informed the City and the IDB that it desires to develop the Project in three (3) sections (each a "**Section**"), in order to enable each area of the project to be developed with separate financing and possibly with separate entities, each with their own debt and equity participants. Consequently, the Original Development Agreement and the Original Funding Agreement are being replaced pursuant to a certain "Development and Tax Incentive Project Agreement [Project Keystone]" (the "**Development Agreement**"), by and among Developer, the City and the IDB, which is incorporated herein by reference, and reference is hereby made to the Development Agreement for a comprehensive statement of the rights and responsibilities of the Developer, the IDB and the City in connection with the Development and the implementation of the incentive hereunder.

Developer may, in accordance with City approved construction plans, construct or cause the construction of the Development in three (3) Sections as defined in the Development Agreement, and as and when it develops a Section, it shall cause the Garage and other work required to be constructed in connection with the development of the applicable Section pursuant to the Development Agreement (defined therein as the "**Required Work**") to be completed. The cost of each Garage will be subject to partial reimbursement as set forth herein and in the Development Agreement. Each Garage is an eligible project within the meaning of T.C.A. § 7-53-101(15)(A) (each being a "**Project**").

(c) The Plan. The IDB desires to adopt this amended and restated economic impact plan (the "**Plan**"), in order to induce the Developer to undertake the Development instead of HRP and to make each Garage financially feasible.

3. Plan Area

(a) The property within the Development, consisting of approximately 7.08 acres, is the economic impact plan area (the "**Plan Area**"), a map of which is shown on **Exhibit A** attached hereto and incorporated herein by reference, and is the property that the IDB has determined will directly benefit from the development of each Garage. Upon its adoption, the IDB will submit this Plan to the City and County for their approval.

(b) The current Tax Map and Parcel numbers of the real property in the Plan Area are set forth in the table below:

Key to Parcel No. On Exhibit A	Tax Map & Parcel No.
1	091N C 0080

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2	091N C 00900*
3	091N C 0230
4	091N C 0240
5	091N C 0250
6	091N C 02601
7	091N C 0260
8	091N C D 0060
9	091N C 02701

*Cross hatched portion of 091N C 00900 as shown on Exhibit A, as more fully to be described in a survey to be made pursuant to the Development Agreement.

(c) Upon adoption of this Plan, the Plan Area is hereby declared to be subject to this Plan. The Sections are depicted on shown on **Exhibit B** attached hereto and incorporated herein by reference. It is acknowledged and understood that the parcel (the "**Hotel Parcel**") upon which the Qualified Hotel is anticipated to eventually be built is Section 3, and that pursuant to the Development Agreement, it shall not be conveyed by the City unless and until an Hotel Developer has committed to construct a Qualified Hotel thereon, and that while it is owned by the City, if will be exempt from ad valorem taxes.

4. Expected Benefits to City and the County

(a) Redevelopment of the Plan Area is instrumental in the redevelopment of NW Broad Street, a major thoroughfare, creating a gateway to the City's historic downtown and complementing the City's daylighting of Town Creek resulting in the creation of an urban open space along the south side of NW Broad Street across from the Development. The Development will enhance and encourage the redevelopment of the Historic Bottoms District that was studied by the City and identified for redevelopment in 2017. The Garage Project is expected to promote economic development in the Plan Area by providing well-located, safe parking facilities thereby inducing the occurrence of the Development, leading to the redevelopment of the Plan Area neighboring properties by adding commercial office, retail, restaurant, residential, hotel and parking opportunities that will draw residents and tourists to the downtown area, including the Public Square, of Murfreesboro, and make the Development a walkable area with the potential for the encouragement of a live-work-shop-dine-play lifestyle near and possibly within the Central Business District.

(b) As Murfreesboro is the largest City in Rutherford County and is the County seat, this revitalization will directly benefit the County and the City.

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(c) The Development will entail approximately $150,000,000 of capital investment in the Plan Area, including the Qualified Hotel, and should create, using a conservative estimate, 1,700 construction jobs during construction of the Development. A significant part of the Development will be commercial office, retail, restaurant and hotel uses, which will result in significant long-term job creation.

(d) The City and the County are also expected to realize additional tax receipts as a result of the Development. With respect to property taxes, all but one tax parcel of the property in the Plan Area is currently publicly owned and therefore has a base tax of zero. Transferring the property to private ownership and the capital investment in developing the property will create incremental property tax revenue that would be applied as provided herein to pay for costs of developing the Garage Project. At current property tax rates, taxable value of about $150,420,000 ($92,373,000 Section 1, $ 40,359,000 Section 2, and $ 17,688,000 Section 3) and an assessed value of approximately $55,728,000 ($36,949,000 Section 1, $ 11,703,000 Section 2, $7,076,000 Section 3) would generate annual property tax revenues of approximately $1,045,570 to the County and $530,870 to the City, for a total of $1,576,440 ($1,045,220 Phase 1, $331,070 Phase 2, $ 200,150 Phase 3), for the completed and fully assessed Development. The County Dedicated Taxes percentage for 2025 is 20.48% of its budget (.3842 of the County's 1.8762 property tax rate), which would equate to about $214,130 annually on the estimated appraised tax value of the Development. The City Dedicated Taxes percentage for 2025 is 15.96% of its budget (.1520 of the City's .9526 tax rate), which would equate to about $84,730 annually on the estimated appraised tax value of the Development. These percentages and numbers will vary each year for the County and the City.

(e) The new commercial and retail establishments within the Development will result in increased annual local sales tax revenues. The retail spaces and restaurants within the Development are estimated to produce about $79,000 per annum each to the City and County in local option sales taxes, assuming 80% occupancy. The hotel, if and when developed, is expected to produce additional local option sales tax revenues of about $76,600 per annum each to the City and County and lodging tax revenues of about $207,700 per annum to the County and to the City, based upon a 115 room hotel averaging $165/room x 60% occupancy for 365 nights.

5. Distribution of Property Taxes and Tax Increment Financing

(a) Distribution of Taxes. In accordance with and subject to T.C.A. § 7-53-312(c) and T.C.A. § 9-23-101 *et seq*. (the " **TIF Uniformity Act** "), real property taxes (excluding personal property taxes) imposed on the property located within the Plan Area will be allocated and distributed as provided in this subsection. The taxes assessed by the City and the County on the real property (excluding personal property taxes) within the Plan Area will be divided and distributed as follows:

(i) The portion of the real property taxes payable with respect to the Plan Area equal to the year prior to the date of approval of this Economic Impact Plan (the "**Base Tax Amount**") was $0 as to the parcels owned by the City at that time, and $1,494 (City tax) and $2,535 (County tax) as to the parcel that is privately owned.

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(ii) "**Dedicated Taxes**" is defined in the TIF Uniformity Act as "that portion of property taxes, if any, designated by a taxing agency to pay debt service on the taxing agency's debt." "Taxing agency" is defined in the TIF Uniformity Act as "any county, city, town, metropolitan government or other public entity that levies property taxes on property within a plan area and that has approved the plan." The County and the City hereby designate the percentage of its budget each year that is to pay debt service on its financings as its Dedicated Taxes for purposes of this Plan, the 2026 fiscal year percentages having been designated and set forth in Section 4(d) above. The Dedicated Taxes will be allocated to and will be paid to the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid. The excess of real property taxes over the Base Tax Amount and the Dedicated Taxes (the "**TIF Revenues**") shall be allocated and, as collected, paid into a separate fund or funds of the IDB, created to hold such payments until the TIF Revenues in the funds are to be applied (A) first, proportionately to reimbursing the City, County, the IDB and the Developer for costs, including without limitation legal fees of the City, County and the IDB, of preparing, negotiating and adopting this Plan and the associated documents implementing the incentive hereunder until all such costs are fully paid ("**Initiation Expenses**"); (B) then, up to 1% of the TIF Revenues for the reimbursement of the actual administrative expenses of the City, County and IDB for administering the Plan, including a reasonable allocation of overhead expenses ("**Administrative Expenses**"); and (C) thereafter, the remaining amount (the "**Available Increment**") to Developer to pay for Eligible Costs (as defined in (b) below) within the Plan Area or to pay debt service on any debt obligations described below.

The IDB is authorized to make all calculations of TIF Revenues on the basis of each parcel within the Plan Area instead of on an aggregate basis. As permitted by the Tax Increment Act, the IDB is also authorized to separately group one or more parcels within the Plan Area for purposes of calculating and allocating TIF Revenues, and in such case, the allocation of TIF Revenues shall be calculated and made based upon each such parcel or group of parcels and not the entire Plan Area.

The TIF Revenues for parcels within the Plan Area will be separated. The Base Tax Amount will be separately established for each parcel, as each such parcel may be subdivided, and the IDB will make calculations and allocations of TIF Revenues for each parcel separately. The parcels within the Plan Area may be further divided, in which case such parcels, as divided, will be treated separately, and the Base Tax Amount with respect to each tax parcel that is subdivided shall be allocated to each subdivided parcel on a pro-rated basis either using the acreage of each subdivided parcel as a percentage of the total acreage of the original tax parcel or using the relative then current property tax amounts, as the IDB may determine.

As provided below, the IDB is also authorized to designate by notice to the City and the County, that the allocation of TIF Revenues for the Hotel Parcel will

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begin in a different year from the allocations of TIF Revenues for the remaining parcels in the Plan Area. The allocation of TIF Revenues for every parcel within the Plan Area will be subject to a twenty (20) year maximum allocation period as provided below.

(b) Eligible Costs. As provided in the Development Agreement, the Available Increment will be used only to reimburse the Developer for the design and other costs incurred to construct the applicable Garage, including the allocable cost of the real property for the site thereof, Initiation Expenses and interest on debt obligations described below (the "**Eligible Costs**").

6. Maximum Amount. The aggregate amount of the Available Increment used to reimburse the cost of or pay for all Eligible Costs will not in any event exceed $16,941,305 for Section 1, $5,366,102 for Section 2, and $3,244,195 for Section 3 ("**TIF Maximum Amount**"), including interest on any debt obligations as is described below, based upon an interest rate not to exceed the maximum interest rate allowed by law as approved by the IDB.

7. Commencement Date. The Development Agreement sets forth a required Construction Commencement Date for the Required Work, being certain critical components of the Development in each Section and a Construction Completion Requirement date for such Required Work, together with a requirement for the expenditure of at least $83,000,000 in capital expenditures and necessary and appropriate soft costs for the construction and equipping of Section 1 of the Development and $32,000,000 in capital expenditures and necessary and appropriate soft costs for the construction and equipping of Section 2 of the Development within four (4) years following the Effective Date of the Development Agreement, subject to the Force Majeure provision of the Development Agreement (the terms used in this Section, the initial letter of which are capitalized and that are not otherwise defined herein or in the Plan, shall have the meaning ascribed thereto in the Development Agreement). The Development Agreement also sets forth a required Commencement Date for the Commencement Construction of the Required Work for Section 3, including a Qualified Hotel, in the event that a Hotel Developer acquires Section 3 as well as a required date for Substantial Completion thereof. A default by the Developer or its designee that is undertaking the development of the applicable Section under the Development Agreement or other failure to satisfy the time frames set forth in the Development Agreement for the commencement or completion of the Required Work for such Section or the Required Hotel Work, and a decision by the IDB, the City or the County to terminate the Development Agreement, the City Financial Obligation and/or the County Financial Obligations as provided therein, as applicable to the applicable Section, shall terminate this Plan with respect to such Section and no Available Increment shall be allocated to the Eligible Costs with respect to such Section.

8. Time Period; Payments; Sections. TIF Revenue will be allocated to the IDB as provided in this Plan beginning with the allocation made with respect to the 2029 tax year or such earlier year designated in a written notice from the Developer and the IDB to the City and County (the "**Initial Allocation Year**"), except for the Hotel Parcel. As to the Hotel Parcel, (i) if a Hotel Developer develops a Qualified Hotel and commences operation thereof by August 31, 2031, the Initial Allocation Year for the Hotel Parcel shall be the 2031 tax year or

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such earlier year as designated in a written notice from the Hotel Developer and the IDB to the City and the County, and (ii) if a Hotel Developer does not develop a Qualified Hotel and commence the operation thereof by August 31, 2031, but the City Manager designates a Hotel Developer that develops a Qualified Hotel and commences the operation thereof by August 31, 2035, the Initial Allocation Year for the Hotel Parcel shall be the 2035 tax year or such earlier year as designated in a written notice from the City Manager to the IDB, the City and the County. Until an allocation of TIF Revenues as to a parcel commences as described above, no TIF Revenues shall be allocated to the IDB as to such parcel. The allocation of TIF Revenues for every parcel within the Plan Area will be subject to a twenty (20) year maximum allocation period. The term of the Development Agreement and this Plan shall end, and the payment of TIF Revenue hereunder shall terminate upon the earlier of the payment of the TIF Maximum Amount, or upon the allocation of twenty (20) annual payments of TIF Revenue from and including the payment of the TIF Revenue for the Initial Allocation Year as to each parcel or groups of parcels in the Plan Area. The City and County will allocate and pay the Available Increment to the IDB no later than sixty (60) days after the date that taxes are paid, as to each of the City and the County for each tax year. Delinquent payments received by the City and the County will be allocated to the IDB, to the extent required no later than sixty (60) days of receipt by the City or County with interest to the extent provided in the TIF Uniformity Act. Unless otherwise determined by Developer upon written notice to the IDB, Available Increment derived from each Section shall be allocated to the reimbursement of or to the payment or financing of Eligible Costs related to such Section.

9. Default. In the event of a default by the Developer under the Development Agreement in its timely commencing and completion of the Required Work for a Section the that is continuing after any applicable notice and cure period, the obligation of the City and County to allocate the Available Increment hereunder for the Eligible Costs with respect to the applicable Section may be terminated by either the City or the IDB as to such Section as provided in the Development Agreement, in which case all property taxes will be collected by the City and County in the normal course.

10. Debt Issuance. The IDB may borrow funds through the issuance and sale of notes, bonds or other obligations of the IDB in one or more issuances and by Section, to pay and/or reimburse the Developer for Eligible Costs, to the extent permitted by the Act. The Developer may be the bond or note holder. The IDB may pledge all or a portion of the Available Increment allocated to the IDB pursuant to this Plan to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon, provided that the payment of any interest thereon shall not increase the TIF Maximum Amount. In no event will the obligations issued by the IDB be considered a debt or obligation of the City or the County in any manner whatsoever, and the source of the funds to satisfy the IDB's payment obligations thereunder shall be limited solely to the Available Increment and shall otherwise be non-recourse to the IDB. Any debt obligation of the IDB may be refinanced by the IDB at any time as permitted by the Act, and upon such refinancing, Available Increment shall be applied to the payment of such refinancing debt to the extent such Available Increment were to be used to pay the debt that is being refinanced. Any and all documents to be entered into by the IDB with respect to the foregoing shall be in form and substance acceptable to the IDB, in its sole discretion, and subject to the Developer's payment of the IDB's application fee. If applicable.

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11. Findings. The IDB, the City and the County, by the adoption of this Plan, find that each Garage, which is making the provision of the remaining portions of the Development, including an eventual Qualified Hotel possible, is within an area that could provide substantial sources of tax revenues and economic activity to the City and the County, and find that the use of the TIF Revenues, as described herein, is in furtherance of promoting economic development in the City and the County, and that the use of the TIF Revenues as provided herein will develop trade and commerce in and adjacent to the City and the County, will contribute to the general welfare, and will alleviate conditions of unemployment; and that the construction and equipping of each Garage will be necessary and advantageous to the IDB in furthering the purposes of the Act.

12. Approval Process.

(a) Pursuant to T.C.A. § 7-53-312, the process for the approval of this Plan is as follows:

(b) The IDB shall hold a public hearing on this Plan after publishing notice of such hearing in a newspaper of general circulation in the City at least two weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the public. Following such public hearing, the IDB shall submit the Economic Impact Plan to the City and County for their approval.

(c) The governing bodies of both the City and the County must approve this Plan for this Plan to be effective to both the City and the County. This Plan may be approved by resolution of the City Council and County Commission, whether or not the local charter provisions of the City or County provide otherwise. If the governing body of either the City or the County fails to approve this Plan, this Plan will not become effective. If either the City or County make any changes to this Plan in connection with their approval hereof, such changes must be approved by the IDB following a public hearing related thereto, and such changes must also be approved by the City or County, as applicable.

(d) Once the governing body of the City and the County has approved this Plan, the Plan and related documents must be filed with the local taxing officials and the Comptroller of the State. Annual statements of incremental tax revenues allocated to the IDB shall be filed with the State Board of Equalization. The IDB will also comply with all other requirements of the Tax Increment Act and other applicable laws.

(e) "Public Infrastructure" is defined in Section 102(15) of the TIF Uniformity Act, and includes, "roads, streets, publicly-owned or privately-owned parking lots, facilities or garages, traffic signals, sidewalks or other public improvements that are available for public use, utility improvements and storm water and drainage improvements, whether or not located on public property or a publicly-dedicated easement, that are necessary or desirable, as determined by the tax increment agency." By adoption of this Plan, the City and the County hereby determine that the use of the Available Increment to pay for costs of each Garage is necessary and desirable. Consequently, the use of the Available Increment as provided herein

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and in the Development Agreement is not subject to the written determination of the Tennessee Commissioner of Economic and Community Development or the Tennessee Comptroller.

In witness whereof the parties hereto have entered into this Agreement as of the Effective Date.

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[*Signature Page to Economic Impact Plan*]

APPROVED:

ATTEST:

THE INDUSTRIAL DEVELOPMENT BOARD OF RUTHERFORD COUNTY

_____
Secretary

(SEAL)

By: _____
Name: _____
Title: Chairman
Date: _____

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[*Signature Page to Economic Impact Plan*]

APPROVED:
CITY OF MURFREESBORO, TENNESSEE

By: _____
Name: _____
Title: _____

Date: _____

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

[*Signature Page to Economic Impact Plan*]

APPROVED :
RUTHERFORD COUNTY, TENNESSEE

By: _____
Name: _____
Title: _____

Date: _____

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EXHIBIT A

Plan Area is the Cross-Hatched Area Shown Below:

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EXHIBIT B
Sections

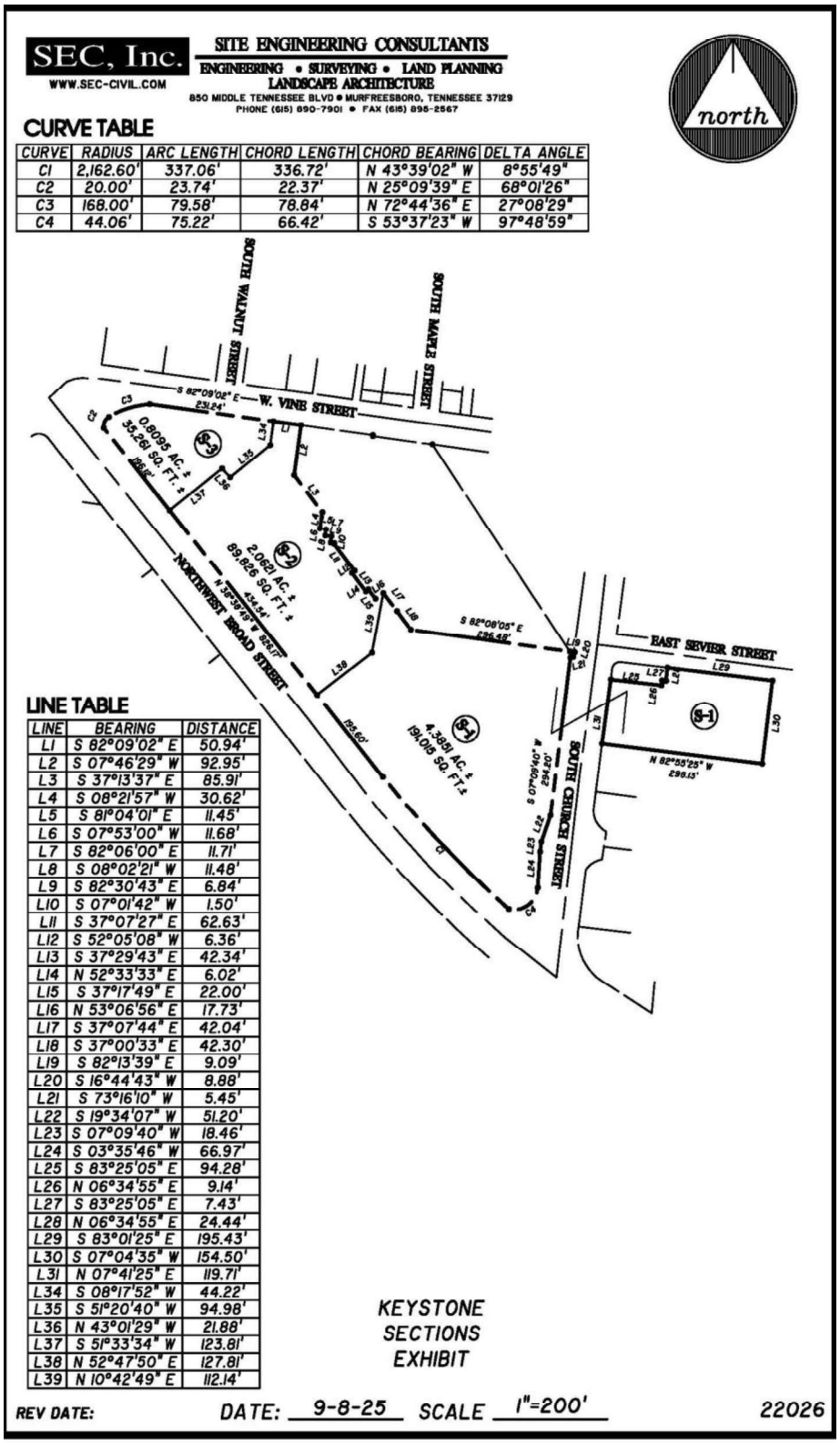

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EXHIBIT B

DEVELOPMENT AGREEMENT

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DEVELOPMENT AND TAX INCENTIVE PROJECT AGREEMENT
[PROJECT KEYSTONE]

THIS DEVELOPMENT AND TAX INCENTIVE PROJECT AGREEMENT (this "**Agreement**") is made and entered into as of the ___day of _____, 2025 (the "**Effective Date**"), by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF RUTHERFORD COUNTY**, a public nonprofit corporation organized and existing under the laws of the State of Tennessee (the "**IDB**"), **HILLSBORO RESIDENTIAL, LLC**, a Tennessee limited liability company, and its affiliates, successors and assigns ("**Developer**"), and the **CITY OF MURFREESBORO, TENNESSEE** (the "**City**").

WHEREAS, industrial development corporations ("**Authorities**") are authorized under Tennessee Code Annotated § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of Tennessee Code Annotated § 7-53-101 *et seq*. (the "**IDB Act**") and such other properties that the Authorities determine will be directly improved or benefited due to the undertaking of such project; and

WHEREAS, the IDB Act and the Uniformity in Tax Increment Financing Act of 2012, Tennessee Code Annotated § 9-23-101, *et seq.* (the "**TIF Uniformity Act**"), also authorize Authorities, cities and counties to apply and pledge new incremental tax revenues which arise from the area subject to the economic impact plan to Authorities to pay certain costs or to pay debt service on bonds or other obligations issued by Authorities to pay certain costs to promote economic development; and

WHEREAS, pursuant to Section 312 of the IDB Act, the Board approved, after a public hearing, an economic impact plan entitled "Industrial Development Board of Rutherford County Economic Impact Plan for Project Keystone Development Area" (the "**Original Plan**"), dated November 16, 2023, and thereafter the Original Plan was approved by the City Council of the City and the County Commission of Rutherford County, Tennessee (the "**County**"), to support the development of the Project Keystone Development Area, being certain property located along NW Broad Street, W Vine Street and S Church Street in a mixed-use development project (the "**Development**"); and

WHEREAS, the developer under the Original Plan was HRP Residential, LLC ("**HRP**"), and HRP and the City entered into a certain "Development Agreement Project Keystone," dated November 16, 2023 (the "**Original Development Agreement**"), setting forth the terms and conditions of the Development, which was anticipated to contain commercial space for office, retail, restaurant uses, rental residential apartments and for sale residential condominium units, as well as a hotel containing not less than 80 hotel rooms that are comparable in design, style, quality, services and amenities to at least an Upscale Chain according to Smith Travel Resources Chain Scales – North America and Caribbean, or comparable (a "**Qualified Hotel**"), together with three (3) privately-owned parking garage facilities (each a "**Garage**") that will serve both the users of the Development and the public visiting the offices, retailers, restaurants and the hotel; and

WHEREAS, HRP and IDB also entered into a certain Funding Agreement dated November 16, 2023 ("**Original Funding Agreement**"), setting forth the terms and conditions of the use of certain ad valorem tax revenues to reimburse HRP for certain costs of the Development

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pursuant to the Original Plan as set forth therein, and HRP now desires to have Hillsboro Residential, LLC, or its affiliate ("**Developer**"), undertake the Development, and in connection therewith HRP and the City are terminating the Original Development Agreement and HRP and the IDB are terminating the Funding Agreement; and

WHEREAS, the Developer has informed the City and the IDB that it desires to undertake the Development in three (3) sections (each a "**Section**") as more particularly described on **Exhibit A** attached hereto, in order to enable each portion of the project to be developed with separate financing and possibly with separate entities, each with their own debt and equity participants, following which the Board approved, after a public hearing, an amended and restated economic impact plan entitled "Amended and Restated Industrial Development Board of Rutherford County Economic Impact Plan for Project Keystone Development Area" (the "**Plan**"), and thereafter the Plan was approved by the City Council of the City and the County Commission of the County, and the Plan is incorporated herein by reference; and

WHEREAS, the City and Developer have or will enter into a certain Amended and Restated Purchase and Sale Agreement, dated as of _____, 2025 (the "**Section 1 Sale Agreement**"), which is incorporated herein by this refence, pursuant to which Developer shall have the right to acquire a portion of the real property located on the North side of NW Broad Street, the West side of S. Church Street, and South of the City Hall Plaza and W. Vine Street, together with a vacant lot south of E. Sevier Street between S. Church Street and S. Spring Street from the City, which comprise Section 1 and which Section 1 is legally described on **Exhibit A-1**; and

WHEREAS, the City and Developer have or will enter into a certain Purchase and Sale Agreement, dated as of _____, 2025 (the "**Section 2 Sale Agreement**"), which is incorporated herein by this refence, pursuant to which Developer shall have the right to acquire a portion of the real property located on the North side of NW Broad Street, the West side of S. Church Street, and South of the City Hall Plaza and W. Vine Street, which comprises Section 2 and which Section 2 is legally described on **Exhibit A-2**; and

WHEREAS, the City and Developer have or will enter into a certain Purchase and Sale Agreement, dated as of _____, 2025 (the "**Section 3 Sale Agreement**"), which is incorporated herein by this refence, pursuant to which Developer shall have the right to acquire the real property described as Section 3 and which Section 3 is legally described on **Exhibit A-3** (the Section 1 Sale Agreement, Section 2 Sale Agreement and Section 3 Sale Agreement being individually a "**Sale Agreement**" and collectively the "**Sale Agreements**"); and

WHEREAS, Developer intends to manage the development of the Plan Area in the Sections with or on behalf of its affiliates or its assigns, as depicted on the approved Final Planned Unit Development with City Core Overlay (PUD-CCO) approved by the City Council as part of the anticipated Planned Development Zoning for the Project (the "**Approved PUD**"), as amended from time to time with the approval of the City, a preliminary version thereof being attached hereto as **Exhibit B** (the "**Site Plan**"), as amended from time to time with approval by the City; and

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WHEREAS, Rutherford Group, Inc. ("**Rutherford Group**") owns the property at 306 South Church Street, Murfreesboro, Tennessee, encompassing 0.07 +/- acres (the "WGNS Property"); and

WHEREAS, Developer and Rutherford Group have entered or will enter into a separate agreement pursuant to which Rutherford Group has agreed to sell, and Developer has agreed to buy, the WGNS Property that is located within Section 1, and Developer has further agreed to construct a new building for use by the Rutherford Group on Section 1 (the "**WGNS Sale Agreement**"); and

WHEREAS, the IDB, the City and Developer are entering into this Agreement to replace the Original Development Agreement and the Original Funding Agreement and to evidence (i) Developer's commitment to undertake and complete certain demolition and public infrastructure that is necessary and/or desirable for the undertaking of the Project and the development of the Plan Area, as further described and depicted on **Exhibit C** (the "**Required Work**"); (ii) the IDB's commitment to reimburse Developer for the Eligible Costs as provided in the Plan; (iii) the City's commitment to undertake and complete certain road and other public infrastructure improvements that are necessary and/or desirable for the undertaking of the Project and the Development in the Plan Area, and (iv) certain other agreements of the parties related to the undertaking of the Project; and

WHEREAS, in order to make the Public Improvements financially feasible, the IDB shall, pursuant to Section 312(h) of the IDB Act and the TIF Uniformity Act, use a portion of the Available Increment to reimburse Developer for a portion of the Eligible Costs or to pay debt service on any debt obligations in accordance with the Plan; and

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and shall constitute part of this Development Agreement.

2. **Definitions**. Terms, the initial letter of which are capitalized and that are not otherwise defined herein, shall have the meaning ascribed thereto in the Plan.

3. **Commercial and Residential Components of the Project**. Each Section of the Project will include and shall comply with the following (the "**Section Components**"):

(a) Section 1 is anticipated to include approximately (i) 239 rental residential apartments with Class-A amenities, (ii) 25,600 sf of commercial space including retail, office, and restaurant uses, (iii) the construction and conveyance of a new building for WGNS, and (iv) the Required Work for Section 1 as set forth in Exhibit C, which includes the Garages and spaces on Section 1 (the "**Section 1 Parking & Garages**"), being a multi-story parking garage structure with related vertical circulation elements (stairs, elevators, and ramps), together with the podium parking on the portion of Section 1 located on the east side of S Church Street, and with the adjacent on-street parking, containing about 410 spaces, in the locations shown on **Exhibit C-1**.

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(b) Section 2 is anticipated to include approximately (i) 80 to 100 for-sale residential condominiums with Class-A amenities, (ii) 3,000 sf of commercial space including retail, office, or restaurant uses, and (iii) the Required Work for Section 2 as set forth in Exhibit C, which includes the Garage and spaces on Section 2 (the "**Section 2 Parking & Garage**"), being a multi-story parking garage structure with related vertical circulation elements (stairs, elevators, and ramps), together with the adjacent on-street parking, containing about 305 spaces, in the locations shown on **Exhibit C-1**. The for-sale residential condominiums that are not pre-sold during the pre-sale period may be leased, so long as any such lease preserves the ability for these units to be sold throughout the life of the Project. Said condominium units will be sold based on a floor-by-floor basis from the top floor down. Developer shall convert the units on a floor to condominiums once eighty percent (80%) of the units on that floor are under contract to be purchased, although Developer retains full discretion to convert the units on a floor to condominiums at any point before reaching the eighty-percent threshold.

(c) Section 3 is anticipated to include (i) a Qualifying Hotel, and (ii) the Required Work for Section 3 as set forth in Exhibit C.

(d) The term "**Class-A amenities**" means the amenities depicted and described in the Approved PUD.

(e) It is acknowledged and agreed that the above-referenced Section Components are summaries of the anticipated respective portions of the Development as of the Effective Date, and that the final Section Components of each Section shall be governed by and be constructed and otherwise comply with the Approved Plans, as defined in Section 4 below, provided that the number of rental residential apartments may not exceed 250 units.

(f) Subject to subsection (g), the pricing for the rental of the apartments and the sale of the condominium units shall be as determined by Developer in its sole and absolute discretion, and Developer shall have complete control over the strategy, marketing and management of the rental of the apartments and the terms and conditions of the sales of the condominium units. Notwithstanding the 250 unit limitation on the number of apartments in subsection (e), if the Developer is unable to sell the condominium units on terms satisfactory to the Developer, the Developer shall have the right to lease such condominium units as rental apartments until such time as the Developer determines that the market exists to sell the units as condominium units on such satisfactory terms.

(g) It is agreed that the availability of affordable housing to police, firefighters, nurses, first responders and teachers that are working in Rutherford County, Tennessee (collectively "**Hometown Heroes**") is a goal of the Development. Developer agrees to make available to Hometown Heroes five percent (5%) of the rental residential apartments in the Project at a rental rate that is thirty percent (30%) below market rent as established by Developer in its sole and absolute discretion. In addition, Developer agrees to make available to Hometown Heroes five percent (5%) of the for-sale residential condominium units at a sales price that is twenty percent (20%) below market sales price as established by Developer in its sole and absolute discretion. Developer and the City agree that any sale to a Hometown Hero shall include a deed restriction that grants Developer a first right of refusal to repurchase the condominium unit in favor of Developer at a price equal to twenty percent (20%) below the then market sales price as

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established by Developer in the event the initial purchaser of a Hometown Hero unit or the purchaser's heirs or assigns enters into a purchase and sale agreement for the unit within five (5) years of the initial purchase of the unit.

4. **Approved Plans.**

(a) Approved Plans. Developer agrees that it will construct or cause the construction of the Section Components for each Section in compliance with the Approved Plans (as defined below). The work required (the "**Required Work**") for each Section is described in **Exhibit C**, attached hereto and will be more fully set forth in the final Approved Required Work Plans. The plans and specifications for the Required Work are being prepared for each Section, and may be revised from time to time with the approval of the City (the plans and specifications for the Required Work for each Section, as approved by the City, are referred to herein collectively as the "**Approved Required Work Plans**"). The Approved Required Work Plans shall be provided to the IDB by the Developer upon IDB's written request. The plans and specifications for the Section Components are being prepared for each Section (the plans and specifications for the Section Components for each Section, as approved by the City, are referred to herein collectively as the "**Approved Section Component Plans**," and the Approved Required Work Plans and the Approved Section Component Plans, are referred to herein collectively as the "**Approved Plans**), and may be revised from time to time with the approval of the City. The City Manager, in consultation with the Executive Director of Development Services, shall have the authority to approve non-substantial variances to the Approved Plans. "Non-substantial" variances shall include items such as modifications to facades, re-arrangement of structures, increases or decreases in committed square footages of not more than 10%. The City's Planning Commission and City Council must approve all substantial variances to the Approved Plans. The IDB will defer to the City in determining the specific components of the Required Work for each Section, and the IDB shall rely on the City's approval of the Approved Required Work Plans to indicate the City's acceptance that the Approved Plans constitute all required components of the Required Work. Upon completion, any of the Required Work that is a public utility or road improvement shall be dedicated to the City or the applicable utility provider, in accordance with the City's standard procedures for such dedication, unless the City determines otherwise in writing to Developer. In designing and constructing the Required Work and the Section Components and in performing the work described in this Agreement, Developer shall comply with all applicable federal, state, and local laws and obtain all required permits as may be required by law.

(b) Development Assurances. Prior to the Construction Commencement Date (as defined below), Developer shall enter into a certain "Agreement" and a certain "Water Resources Development Agreement" with the City in substantially the form thereof normally required by the City for third-parties to construct developments within the City, which agreements set forth certain financial assurances and the terms and conditions upon which the Development will be undertaken, provided that any inconsistency between such agreements and this Agreement shall be resolved in favor of the terms and conditions of this Agreement.

(c) City Hall Parking. Developer shall have the right, but not the obligation, to commission a parking study with a consulting firm that is reasonably acceptable to the City Manager for the utilization of the parking Garages and the Civic Plaza garage in a manner that will support the financial viability of the Garages and the maintenance and repair thereof. The City will

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pay 50% of the cost of the study, up to a maximum amount of $40,000.00. Upon receipt of the study, City Manager agrees to meet with the appropriate representative(s) of the County and Developer, as well as City Council, to determine whether the City, the County and Developer are willing to implement some or all of the recommendations in the study.

5. **Construction; Covenants.**

(a) Developer shall Commence Construction of the Section 1 portion of the Required Work within twelve (12) months after the closing of the Section 1 Sale Agreement and the WGNS Sale Agreement. Developer shall Commence Construction of the Section 2 portion of the Required Work within six (6) months after the closing of the Section 2 Sale Agreement (the "**Construction Commencement Date Requirement**"). It being agreed and acknowledged that the Commence Construction for each Section may be at different times, if undertaken. The term "**Commence Construction**" means the issuance of applicable governmental permits for, and (i) the entering into a construction contract with a licensed Tennessee construction company and the visible commencement of operations (as defined in T.C.A. § 66-11-104) in connection with the construction of a new building, excluding purely preparatory activities like demolition, surveying, excavating, clearing, filling or grading, placement of sewer drainage lines, or other utility lines or work preparatory therefor, erection of temporary security fencing and the delivery of materials therefor and (ii) entering into a demolition contract with a licensed Tennessee construction company for and the commencement of the demolition of structures in connection with the demolition portion of Required Work. The term "**Construction Commencement Date**" for each Section shall mean the date of the Commencement of Construction of the Required Work for such Section as reasonably determined by the City Manager in consultation with the Executive Director of Development Services, and stated to Developer or its designee that is undertaking the development of such Section in writing. Developer will participate in the design and planning for a pedestrian bridge over Northwest Broad Street to be located near the northwest corner of the redesigned and reconstructed South Church – Broad Street intersection, across Northwest Broad Street near South Church Street (the "Bridge"). Prior to the Construction Commencement Date for the Section 1 Required Work, Developer will grant the City a temporary construction easement for the construction of the Bridge's base, ramp, stairs, and/or elevator at the northwest corner of NW Broad Street and South Church Street and a permanent use, maintenance, and access easement for the Bridge in form, scope and substance reasonably satisfactory to Develop and the City (collectively, the "**Bridge Easements**"). The City shall have the right and responsibility to file the Bridge Easements of record in the Register's Office for Rutherford County, Tennessee (the "**Register's Office**").

(b) Developer shall diligently pursue or cause the diligent pursuit of and obtain Substantial Completion (as defined below) of the Required Work for Section 1, as applicable, in accordance with the Approved Required Work Plans no later than the third (3rd) anniversary of the applicable Construction Commencement Date, and Section 2, as applicable, in accordance with the Approved Required Work Plans no later than the second (2nd) anniversary of the applicable Construction Commencement Date (the "**Construction Completion Requirement**"). All requirements to substantially complete Required Work as to a Section shall be subject to extensions for a period of time equal to the delay in completion caused as a result of Force Majeure.

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(c) If Developer fails to obtain or cause to obtain Substantial Completion (as defined below) any of the Required Work on or before the Construction Completion Requirement, subject to extensions for a period of time equal to the delay in completion caused as a result of Force Majeure, it shall be an event of default governed by Section 9.

(d) If the applicable Construction Commencement Date for a Section does not occur by the Construction Commencement Date Requirement therefor, subject to extensions for a period of time equal to delay caused as a result of Force Majeure, then, subject to the notice and cure provisions of Section 9, upon the written request of the City Manager, upon approval of the City's governing body, the Board shall terminate the Plan and this Agreement as to the applicable Section and the portion of the Available Increment funded from the City's property taxes with respect thereto (the "**City Financial Obligation**"), and upon the written request of the County Mayor, upon approval of the County's governing body, the Board shall terminate the Plan and this Agreement as to the applicable Section and the portion of the Available Increment funded from the County's property taxes (the "**County Financial Obligation**"), and if both the City Financial Obligation and the County Financial Obligation are so terminated, then this Agreement and the Plan shall terminate as to such Section. In addition, if Developer ceases demolition and/or construction activities in a Section for more than one hundred eighty (180) days, or if the Construction Completion Requirement as to a Section is not satisfied, subject to extensions for a period of time equal to delay caused as a result of Force Majeure, then upon the written request of the City Manager, upon approval of the City's governing body, the IDB shall terminate the Plan and this Agreement as to the applicable Section and the portion of the Available Increment funded from the City Financial Obligation, and upon the written request of the County Mayor, upon approval of the County's governing body, the IDB shall terminate the Plan and this Agreement as to the applicable Section and the portion of the Available Increment funded from the County Financial Obligation, and if both the City Financial Obligation and the County Financial Obligation are so terminated, then this Agreement and the Plan shall terminate as to such Section. The foregoing decisions to request that the IDB terminate the Plan and this Agreement shall be made in the sole and absolute discretion of each such person or governing body, as applicable. The County is a third-party beneficiary under this Agreement and shall be entitled to enforce the termination provisions under this section.

(e) Developer will make at least (i) $83,000,000 in capital expenditures and necessary and appropriate soft costs (including financing costs that are capitalized) for the construction and equipping of the Section 1 portion of the Development within forty-eight (48) months following the Effective Date, subject to extensions for a period of time equal to delays caused as a result of Force Majeure, and (ii) $32,000,000 in capital expenditures and necessary and appropriate soft costs (including financing costs that are capitalized) for the construction and equipping of the Section 2 portion of the Development within forty-eight (48) months following the Effective Date, subject to extensions for a period of time equal to delays caused as a result of Force Majeure, it being agreed and understood that such capital expenditure and timing commitments are independent of one another, and the failure to meet such commitments for one Section shall not adversely affect the incentive hereunder available to the other Section.

(f) Conditioned upon and subject to Developer commencing its construction of the Required Work for Section 1 and Section 2 and installing it with commercially reasonable diligence to completion, the City shall complete the road, offsite stormwater drainage, traffic

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signalization and other public infrastructure improvements (the "**City Infrastructure Improvements**") described on **Exhibit D** attached hereto on or before each of the milestone dates for each phase thereof as described on **Exhibit D-1** attached hereto , subject to extensions for a period of time equal to the delay in completion caused as a result of Force Majeure, and dedicate same to the Tennessee Department of Transportation ("TDOT") or the applicable utility, if applicable, for public use. Developer shall be responsible for the payment of all utility extensions and connections from the City Infrastructure Improvements to each building, including the payment of all normal tap and connection fees. Construction Completion Requirement. In accordance with City Code, § 16-1, the City shall apply offsets to impact fees assessed to the Project for qualified improvements, dedications and contributions that are paid for by Developer and not reimbursed as Certified Costs or through Tax Increment Financing as provided herein.

(g) Subject to the terms and conditions set forth in the Section 3 Sale Agreement, the City has granted Developer the right to purchase the land comprising Section 3 (the "**Hotel Parcel**") as depicted on the Site Plan on **Exhibit B**, as more fully to be described in **Exhibit A-3**, for the sole purpose of facilitating the construction and operation of a Qualified Hotel, and the Hotel Parcel shall not be conveyed by the City unless and until the Developer or another entity designated by Developer and reasonably approved by the City Manager (an "**Hotel Developer**") has committed to construct a Qualified Hotel thereon. After the expiration of the Section 3 Sale Agreement, the City shall have the sole right to contract with and designate a Hotel Developer to construct and operate a Qualified Hotel on the Hotel Parcel and, after December 31, 2034, in the City's sole discretion, to utilize or sell the Hotel Parcel for a purpose other than a Qualified Hotel. Developer shall or shall cause the Hotel Developer to Commence Construction of the Required Work for Section 3 in accordance with the Approved Required Work Plans within twelve (12) months after a closing under the Section 3 Sale Agreement, and shall diligently pursue or cause the diligent pursuit of and obtain Substantial Completion (as defined below) of the Required Work for Section 3 in accordance with the Approved Required Work Plans no later than the twenty fourth (24th) month anniversary of the Construction Commencement Date of said Section 3 Required Work. It is acknowledged that while the Hotel Parcel is owned by the City, it will be exempt from ad valorem taxes and will not generate any Available Increment. In the event the Hotel Parcel is developed as a Qualified Hotel, Developer covenants and agrees to enter into a parking and easement agreement with the Hotel Developer or the applicable owner of the Hotel Parcel as the Hotel Developer may designate, in substantially the form of the agreement attached hereto as **Exhibit E** (the "**Parking and Easement Agreement**"), with such changes as to which the Developer and Hotel Developer may agree, subject to the approval of the City Manager, which may not unreasonably be withheld. The City or the Hotel Developer shall have the right to file the Parking and Easement Agreement of record in the Register's Office. Developer's obligation to enter into the Parking and Easement Agreement shall continue through December 31, 2035.

(h) "**Force Majeure**" shall mean any delay in performance under this Agreement due to strikes; lock-outs; acts of the public enemy; the enactment, imposition or modification of any applicable law which occurs after the Effective Date and precludes performance under this Agreement; unforeseen delays in governmental approvals; confiscation or seizure by any government or public authority; wars or war-like action (whether actual and pending or expected, and whether de jure or de facto); blockades; insurrections; riots; civil disturbances; governmental restrictions; epidemics; pandemics; landslides; earthquakes; fires; hurricanes; floods; wash-outs; explosions; failure of major equipment or machinery critical to the development

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or construction of the Project for their respective intended purposes; nuclear reaction or radiation; radioactive contamination; or any other cause, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of the party claiming the right to delay or postpone performance on account of such occurrence, but specifically excluding any financial condition, lack of funds, lack of financing, insolvency, or bankruptcy of such party. Failure in performance by any party hereunder shall not be deemed a default, and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein, when such failure or non-occurrence is due to Force Majeure. An extension of time for the performance by any party hereunder attributable to Force Majeure shall be limited to the period of delay due to such Force Majeure, which period shall be deemed to commence from the time of the commencement of the Force Majeure. Notwithstanding the foregoing, however, no Force Majeure shall excuse Developer, the IDB or the City from timely paying any money as provided in this Agreement.

(i) The City shall file a restrictive covenant, in form and substance reasonable acceptable to Developer, of record encumbering the Development at the first closing under a Sale Agreement prohibiting the following uses (the "**Prohibited Uses**") within in the Plan Area.

i. Childcare facilities (retail), unless expressly approved by the City;

ii. Fuel and lubricant sales (retail);

iii. Laundry, cleaning and dry-cleaning facilities (retail);

iv. Plant Nurseries (retail);

v. Repair services for small appliances, bicycles, watches, musical instruments and similar items (retail);

vi. Vehicle sales and leasing (retail), except that a vehicular rental agency shall be permitted on Section 3 as an amenity of a Qualified Hotel;

vii. Vehicle parts and accessories sales (retail);

viii. Vehicle service facilities, including car washes (retail);

ix. Second-hand store whose principal business is selling used merchandise;

x. Tattoo parlor or body piercing salon, or business primarily selling vape and/or tobacco products;

xi. Pawn shop, head shop or store selling marijuana, whether for legalized use otherwise, or other cannabidiol (CBD) products;

xii. Payday loan provider, check cashing provider (other than within or incidental to the operation of the Hotel), provided the foregoing

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shall not prohibit a bank, federal credit unions or mortgage loan origination office;

xiii. adult video store, adult book store, or adult entertainment club; and

xiv. Car wash, auto body shop, auto rental business (other than within or incidental to the operation of the hotel), or junk yard.

(j) If a Garage in a Section ceases to be utilized as a facility open to the public at any time prior to January 1, 2046, subject to the Force Majeure provision set forth in subsection (h), then any further annual payments of the Available Increment with respect to the applicable Section will cease thereafter. The IDB may bring an action to seek injunctive relief to require the Garage Project to be open to the public. The Garage Project shall be considered to be a facility open to the public so long as members of the public can park in a portion of the Garage Project as approved by the City in accordance with its applicable rules and procedures, subject to payment of parking fees, time limitations, and other parking restrictions that may be adopted by the Developer or its successors. The gating of the garage, charging of parking fees at no greater than market rates, and adoption and enforcement of time limitations and other parking restrictions are permissible and will not constitute the Garage ceasing to be utilized as a facility open to the public. Additionally, the use of the top floor of a Garage for fall protection and the use of a portion of the Garage for construction staging during construction of a neighboring component of the Development will also not constitute the Garage ceasing to be utilized as a facility open to the public.

6. **Developer Undertaking of Development; Certification of Costs.**

(a) The parties acknowledge that the Development will take several years and will be undertaken by multiple parties, including without limitation Developer and/or its affiliates or parties to which the Developer sells or designates to the City as undertaking the development of specific Sections within the Plan Area (the "**Development Parties**"). Developer agrees to use its commercially reasonable efforts to complete the Development in a manner substantially consistent with the Site Plan. Developer shall provide the IDB, the City and the County with periodic reports as to the status of the Development and shall make such presentations to the governing bodies of the IDB, the City and the County from time to time as is reasonably requested by the IDB, the City or the County. Developer shall cause the Development to occur in a manner consistent with all applicable government requirements, including all zoning and use requirements of the City.

(b) The parties acknowledge that each Garage constitutes public infrastructure within the meaning of Section 102(16) of the TIF Uniformity Act. For purposes of this Agreement, "**Substantial Completion**" shall mean the completion of the Required Work for the applicable Section such that any applicable Garage has received a temporary or final certificate of occupancy from the City, all applicable road, sidewalk, landscaping and curb and gutter and other components are open and available for use by the general public and substantially complete to the level that the contractor has provided an executed AIA G-704 certificate of substantial completion, or similar industry standard form certifying substantial completion has been obtained. Following Substantial Completion of the Required Work, Developer shall provide to IDB a detailed list of the costs

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incurred by Developer in connection with the design, construction, installation and equipping of the Garage located in Section 1 and the other Eligible Costs incurred with respect to the development in said Section to the extent that Developer desires to be reimbursed from Available Increment from tax parcels in Section 1, or of the costs incurred by Developer in connection with the design, construction, installation and equipping of the Garage located in Section 2 to the extent that Developer desires to be reimbursed from Available Increment from tax parcels in Section 2 and/or Section 3 and the other Eligible Costs incurred with respect to the development in said Sections (the "**Certified Costs**"). Developer shall certify the accuracy of the Certified Costs in such manner as is reasonably requested by the IDB, and Developer shall provide such documentation supporting such costs as may be reasonably requested by the IDB. Developer acknowledges that Developer shall not be entitled to reimbursements from Available Increment until Substantial Completion of the Required Work is obtained for the applicable Section, and that unless Developer directs the IDB otherwise in writing, the Available Increment with respect to tax parcels in one Section shall not be used to reimburse or finance Eligible Costs in another Section, except that the Available Increment with respect to tax parcels in Section 3 shall be used to reimburse or finance Eligible Costs of the Garage in Section 2.

7. **Reimbursement from Tax Increment.** Subject to the conditions below, the IDB shall reimburse Developer for the Certified Costs solely from Available Increment allocated to the IDB by the City and the County with respect to applicable Section in the Plan Area as provided in Section 6. The IDB shall not be required to make any such reimbursement if this Agreement has been terminated or until Substantial Completion of the Required Work for the applicable Section is obtained. Following Substantial Completion of the Required Work for the applicable Section, the IDB shall make reimbursements for the Certified Costs of the applicable Garage, as described in Section 6 and the Plan. The IDB shall not be required to reimburse Developer for any Certified Costs from Available Increment that are not costs of public infrastructure as defined in the TIF Uniformity Act. Subject to the foregoing, the IDB shall reimburse Developer solely from the Tax Increment Fund, as defined below, on or before May 1st of each year on such date as IDB may determine from amounts that are on deposit in the Tax Increment Fund up to the full amount then held in the Tax Increment Fund that are derived from taxes from the applicable Section as provided in Section 6. Upon the written request of Developer, if delinquent taxes are allocated to the Tax Increment Fund, the IDB shall apply such delinquent taxes to reimburse Developer within sixty (60) days of receipt by the IDB. In no event shall the IDB be required to reimburse Developer for an amount in excess of the TIF Maximum Contribution, as defined in the Plan, and all reimbursements may be subject to the right of the IDB to withhold Administrative Expenses as provided in Section 8 hereof.

8. **IDB Obligations.** In reliance upon Developer's agreement to construct the Required Work, the IDB hereby agrees to the following:

(a) The IDB will establish and maintain a separate and special fund of the IDB to be known as the Keystone Tax Increment Fund (the "**Tax Increment Fund**"), to be kept separate and apart from all other funds of the IDB, pursuant to the requirements of Tenn. Code Ann. § 7-53-312, into which will be deposited all TIF Revenues as received and from which all disbursements will be made for the purposes provided in this Agreement. The IDB may deduct up to five (5%) percent of each amount deposited in the Tax Increment Fund to reimburse the Administrative Expenses of the IDB, the City and the County relating to the transactions described

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herein, and the IDB may deposit such fees in one or more separate accounts as to which Developer shall have no interest. The IDB may pay Administrative Expenses of the City and the County from the amounts so deducted by the IDB.

(b) The IDB shall not pledge or otherwise obligate the Available Increment to the payment of any indebtedness other than any that may be issued as provided in Section 10 below.

(c) Except as may be provided in an amendment to this Agreement, the IDB shall not apply the Available Increment for any purposes other than the payment of the reimbursement of Certified Costs or the payment of debt service on any Tax Increment Financing that is issued in accordance with Section 10 below.

9. **Default.** The IDB shall have the option to terminate this Agreement as to a Section if Developer fails to comply with its obligations under this Agreement with respect to that Section and does not cure such failure within thirty (30) days after receipt of written notice from the IDB specifying such failure to comply; provided that if (i) such default cannot be cured within such thirty (30) day period; (ii) Developer notifies the IDB in writing stating the reasons for delay prior to expiration of said thirty (30) day period; (iii) Developer promptly commences curative actions within such thirty (30) day period; and (iv) Developer thereafter diligently and continuously pursues cure efforts, then the period for cure shall be extended for such period of time as shall reasonably be required under the circumstances, except that Developer shall not be entitled to any extension if the default is monetary in nature or results from Developer's inability to perform due to financial reasons. The IDB's right to terminate this Agreement as set forth above shall be in addition to any other remedy available to the IDB as a result of Developer's failure to comply with this Agreement. Upon the IDB's termination of this Agreement as to a Section, the IDB shall have no further obligations under this Agreement as to the applicable Section. Notwithstanding the foregoing, if any Tax Increment Financing (as defined below) is outstanding at the time of such termination and such Tax Increment Financing is not held by Developer, one or more Development Parties as defined in Section 6(a) or an affiliate of Developer, one or more Development Parties, the IDB's obligation to apply Available Increment to the payment of any outstanding Tax Increment Financing shall survive the termination of this Agreement.

A breach by the City under this Agreement (a "**City Default**") shall occur if the City fails to comply with any provision of this Agreement and does not cure such failure within thirty (30) days after receipt of written notice from Developer; provided that if (i) such breach cannot be cured within such thirty (30) day period, (ii) the City notifies the Developer in writing stating the reasons for delay prior to expiration of such thirty (30) day period, (iii) the City promptly commences curative actions within such thirty (30) day period, and (iv) the City thereafter diligently and continuously pursues cure efforts, then the period for cure shall be extended for such period of time as shall reasonably be required under the circumstances, except that the City shall not be entitled to any extension if the breach is monetary in nature. Upon the occurrence of a City Default, Developer may (i) cease all payments and performance hereunder until such City Default has been cured, or (ii) terminate this Agreement and neither party shall have any further obligation to the other with respect or arising out of this Agreement, or (iii) pursue such other remedies as may be available at law or in equity.

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10. **Tax Increment Financing.** Subject to any required approvals by the State, the IDB shall cooperate with Developer to either or both reimburse Developer for the Certified Costs as to a Section directly, to the extent permitted by the IDB Act and the TIF Uniformity Act, or to finance the reimbursement of such Certified Costs to Developer through the issuance of one or more series of notes or other debt obligations in an aggregate amount not exceeding the applicable TIF Maximum Amount per Section as authorized by the Plan (the "**Tax Increment Financing**") less any Certified Costs that have been previously reimbursed or other payments on a Tax Increment Financing previously made. Such Tax Increment Financing shall be payable from and secured by Available Increment derived from the property located in applicable Section, and any other sources provided by Developer, as applicable. Tax Increment Financing may be held by Developer and/or any Development Parties or their affiliates. In no event shall the City or the County be required to guaranty or otherwise provide any source of payment, other than Available Increment, for the payment of any Tax Increment Financing. Any Tax Increment Financing shall be issued on the following terms and conditions:

(a) The IDB will apply the Available Increment in accordance with the Plan and this Agreement to make debt service payments under the Tax Increment Financing as to the applicable Section;

(b) The proceeds of the Tax Increment Financing shall only be applied to pay the Eligible Costs that have not been previously reimbursed, including capitalized interest as permitted by law, any appropriate debt service reserve and all other costs related to closing of the Tax Increment Financing, subject to the limits contained in the Plan. All disbursements of proceeds shall be subject to the review of the IDB to confirm that such proceeds are applied to Eligible Costs and in accordance with applicable state laws;

(c) The Tax Increment Financing shall mature no later than six (6) months after the expiration of the final allocation period for any parcel in the applicable Section of the Plan Area from which incremental tax revenues will be applied to pay debt service on the Tax Increment Financing for said Section;

(d) The terms of the Tax Increment Financing, including the interest rate thereon and the manner and terms pursuant to which the Tax Increment Financing is sold, shall be subject to the approval, not to be unreasonably withheld, of Developer and the IDB;

(e) Developer shall be responsible for arranging and paying all costs associated with the Tax Increment Financing to the extent not paid from the proceeds of the Tax Increment Financing;

(f) The documents pursuant to which each Tax Increment Financing is issued, including the note or other debt obligation, related loan agreement and assignment of tax increment revenues, shall be in such form as is reasonably acceptable to both the IDB and Developer;

(g) The Tax Increment Financing shall be non-recourse to the IDB, except to the extent payable from the Available Increment;

(h) The Tax Increment Financing will have a term of not more than twenty (20) years commencing on the issuance of a Certificate of Occupancy for the first building comprising

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one of the Section Components completed for the applicable Section, but in any event the term for Section 1 and Section 2 shall end by December 31, 2049, and the term for Section 3 shall end by December 31, 2051; and

(i) Developer and the IDB shall enter into an amendment to this Agreement if necessary to reflect the issuance of each Tax Increment Financing, which amendment may establish the priority of payments from the Tax Increment Fund to debt service on the Tax Increment Financing for each Section.

11. **Commencement of Allocation Periods; Subdivision.**

(a) On or prior to December 31st of each year, Developer shall give notice as to the tax parcels in the applicable Section of the Plan Area, if any, as to which Developer desires to initiate the allocation period for Available Increment for the following year. The IDB will confirm that the parcels identified by Developer are in the Plan Area and the applicable Section and then will notify the City and the County of the tax parcels as to which the allocation period for Available Increment shall commence in the following year. Developer may not initiate the allocation of any Available Increment as to any parcel within the Plan Area for any tax year following the year in which the tenth (10^{th}) anniversary of the Effective Date occurs, and if Developer does not give notice to the IDB to initiate the allocation period for any tax parcel on or prior to December 31, 2035, then no allocation of Available Increment shall commence as to such parcel.

(b) Since there were base taxes only on Tax Parcel 091N C 0240 (such number being as of the Effective Date), which is located in Section 1, the base taxes for such parcel shall be allocated to Section 1. If said tax parcel is subdivided, then Developer shall notify its proposed allocation of such base taxes with respect to such tax parcel among the subdivided parcels, which shall be either based upon relative size or upon relative tax appraisal value. The IDB will review the accuracy of the information submitted and shall then provide notice of such subdivision and the amount of the base taxes for each such subdivided tax parcel to the City and the County.

12. **City Right of Repurchase**.

(a) The City shall have the right, but not the obligation, to repurchase Section 1 for the price of Three Million Twenty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars ($3,023,158.00) in the event Developer fails:

i. To apply for an asbestos inspection/demolition permit at least thirty (30) days prior to the Construction Commencement Date Requirement for the demolition portion of the Section 1 Required Work; or

ii. To Commence Construction for the demolition portion of the Section 1 Required Work on or before twelve (12) months after Developer's purchase of Section 1.

(b) The City shall have the right, but not the obligation, to repurchase Section 2 for the price of One Million Four Hundred Nineteen Thousand Five Hundred Seventy-Three and

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No/100 Dollars ($1,419,573.00) in the event Developer fails to Commence Construction of the demolition portion of the Section 2 Required Work on or before twelve (12) months after Developer's purchase of Section 2.

(c) The City shall have the right, but not the obligation, to repurchase Section 3 for the price of Five Hundred Fifty-Seven Thousand Two Hundred Sixty-Nine and No/100 Dollars ($557,269.00) in the event Developer fails to Commence Construction of the demolition portion of the Section 2 Required Work on or before twelve (12) months after Developer's or Hotel Developer's purchase of Section 3.

(d) The City shall have the right, but not the obligation, to repurchase Section 1 for the price of Three Million Twenty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars ($3,023,158.00), plus an amount equal to the reasonable costs incurred by Developer, if any, in connection with demolishing the structures and related facilities located within the Plan Area, in the event Developer fails:

iii. To complete the demolition Required Work on or before twelve (12) months after Developer's commencement of such work;

iv. To start construction of the WGNS building on Section 1 on or before twelve (12) months after Developer's purchase of Section 1.

(e) The City shall have the right, but not the obligation, to repurchase Section 2 for the price of One Million Four Hundred Nineteen Thousand Five Hundred Seventy-Three and No/100 Dollars ($1,419,573.00), plus an amount equal to the reasonable costs incurred by Developer, if any, in connection with demolishing the structures and related facilities located within the Plan Area, in the event Develop fails to complete the demolition portion of the Section 1, Section 2 or Section 3 demolition portion of the Required Work on or before twelve (12) months after Developer's Commencement of Construction of such work.

(f) The City shall have the right, but not the obligation, to repurchase Section 1 for the price of Three Million Twenty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars ($3,023,158.00), plus an amount equal to the reasonable costs incurred by Developer, if any, in connection with demolishing the structures and related facilities located within the Plan Area, in the event Develop fails to Commence Construction of the Section Components for Section 1 on or before twelve (12) months after Developer's purchase of Section 1.

(g) The City shall have the right, but not the obligation, to repurchase Section 2 for the price of One Million Four Hundred Nineteen Thousand Five Hundred Seventy-Three and No/100 Dollars ($1,419,573.00), plus an amount equal to the reasonable costs incurred by Developer, if any, in connection with demolishing the structures and related facilities located within the Plan Area, in the event Develop fails to Commence Construction of the Section Components for Section 2 on or before eighteen (18) months after Developer's purchase of Section 2.

(h) The City shall have the right, but not the obligation, to repurchase Section 1 for the price of Three Million Twenty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars ($3,023,158.00), plus an amount equal to the reasonable costs incurred by Developer, if

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any, in connection with demolishing the structures and related facilities located within the Plan Area, less any repair or remedial work required to make said tracts suitable for continued development, in the event Developer ceases demolition and/or construction activities for more than one hundred eighty (180) days, subject to the terms of Section 5(h).

(i) The City shall have the right, but not the obligation, to repurchase Section 2 for the price of One Million Four Hundred Nineteen Thousand Five Hundred Seventy-Three and No/100 Dollars ($1,419,573.00), plus an amount equal to the reasonable costs incurred by Developer, if any, in connection with demolishing the structures and related facilities located within the Plan Area, less any repair or remedial work required to make said tracts suitable for continued development, in the event Developer ceases demolition and/or construction activities for more than one hundred eighty (180) days, subject to the terms of Section 5(h).

(j) Should the City exercise any of its repurchase and purchase rights under this Section, in no event will Developer be entitled to recover design, engineering, architectural, legal, or other such professional/planning expenses, interest charges, or other soft costs related to the Development. This Subsection shall survive the termination of this Agreement.

(k) In the event of a failure or a cessation of construction as described in subsections (a) through (i), above, the City shall have the right, at its sole option, as an alternative to or in addition to the City's rights under these provisions, including but without limitation the right to declare Developer in Default hereunder, and subject to the notice and cure provisions of Section 9, to cause the IDB to terminate the City's Financial Obligation as provided in Section 5(d). In addition, if for any reason the IDB terminates the County's Financial Obligation as described in Section 5(d), the City shall have the right, at its sole option, to request that the IDB also terminate the City Financial Obligation in accordance with said Section.

(l) If the City desires to exercise any of its repurchase and purchase rights under this Section, the City shall provide Developer with written notice of exercise delivered to Developer as provided in Section 22. Developer shall have thirty (30) days from the date of receipt of such written notice of exercise to cure the event that gave rise to the right of exercise, and if Developer cures such event within the thirty (30) day period, the City's notice of exercise shall be null and void. If Developer does not cure the event, the closing of such sale shall occur within sixty (60) days from the date of receipt of such written notice of exercise by special warranty deed.

13. **Representations and Warranties of Developer.** Developer represents and warrants for the benefit of the IDB and the City as follows:

(a) Organization. Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee, is in compliance with the laws of the State of Tennessee, and has the power and authority to own its properties and assets and to carry on its business in the State of Tennessee as now being conducted and as hereby contemplated.

(b) Authority. Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by Developer.

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(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of Developer enforceable against Developer in accordance with its terms, subject to applicable insolvency laws and equitable principles.

(d) No Litigation. No litigation at law or in equity or proceeding before any governmental agency involving Developer is pending or, to the knowledge of Developer, threatened, in which any liability of Developer is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of Developer or the performance of its obligations hereunder.

(e) No Default. Developer is not in default under or in violation of, and the executions, delivery and compliance by Developer with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of, (i) any material agreement or other instrument to which Developer is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over Developer or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

14. **Representations and Warranties of the IDB.**

(a) Organization. The IDB is a non-profit, public corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, is in compliance with the laws of the State of Tennessee, and has power and authority to own its properties and assets and to carry on its business in the State of Tennessee as now being conducted and as hereby contemplated.

(b) Authority. The IDB has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the IDB.

(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of the IDB enforceable against the IDB in accordance with its terms, subject to applicable insolvency laws and equitable principles.

(d) No Litigation. No litigation at law or in equity or proceedings before any governmental agency involving the IDB is pending or, to the knowledge of the IDB, threatened in which any judgment or order would have a material adverse effect on the performance of the IDB's obligations hereunder.

(e) No Default. The IDB is not in default under or in violation of, and the execution, delivery and compliance by the IDB with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of, (i) any material agreement or other instrument to which the IDB is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the IDB or its property, and no

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event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

15. **Cooperation.** Each party shall cooperate with the other party to provide such assistance as may reasonably be requested in connection with the fulfillment of each of its respective obligations under this Agreement. Such cooperation shall include, without limitation, the best efforts of both parties to cause the cooperation and assistance of their respective employees, agents, consultants, contractors and principals; provided that Developer acknowledges that the City and its instrumentalities are independent from the IDB and that the IDB cannot guarantee their cooperation.

16. **Boycott Prohibition.** Developer hereby certifies to the IDB that neither Developer nor any of its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates are currently engaged in nor will they engage in a boycott of Israel during the term of this Agreement, as described by Section 12-4-119 of the Tennessee Code Annotated. For purposes of Section 12-4-119, "boycott of Israel" shall mean engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken (i) in compliance with, or adherence to, calls for a boycott of Israel, or (ii) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

17. **Term.** This Agreement shall be effective upon the Effective Date and shall remain in effect until the earlier of: (a) all Available Increment that is pursuant to the Plan has been received and applied pursuant to this Agreement; (b) termination by mutual agreement of the parties or their successors and assigns; or (c) termination by the IDB pursuant to Section 9 of this Agreement. If this Agreement is terminated pursuant to clause (c) above, Developer shall pay to the IDB all costs incurred by the IDB in connection with the termination of this Agreement, including, but not limited to, reasonable attorneys' fees. The termination date of this Agreement may be extended by written mutual consent of the parties hereto. In addition to the foregoing, Developer or the City may terminate this Agreement if (i) both of the Section 1 Sale Agreement and the Section 2 Sale Agreement fail to close pursuant to the terms thereof, as the same may be amended in writing, for any reason, (ii) Developer fails to enter into the WGNS Sales Agreement and close the purchase of WGNS Property thereunder on or before February 15, 2027, or (iii) the Tax Increment Financing is not established for the project on or before February 28, 2026.

18. **Governing Law.** This Agreement shall be governed and construed under and in accordance with the laws of the State of Tennessee and may not be modified or amended except in writing signed by all parties. Any legal venue for claims or actions arising from this Agreement shall be in the County.

19. **Assignment.** Developer shall not engage in, permit or suffer any Transfer without the IDB's written consent, except Developer may transfer its interest in an identifiable portion of the Available Increment or as to any particular Section, without the IDB's consent, to one or more Development Parties upon written notice to the IDB together with such information as the IDB may reasonably request regarding such assignment. The assignment of any such Available

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Increment shall not in any event relieve Developer of its obligations hereunder. As used herein, the term "**Transfer**" shall mean any assignment, mortgage, pledge, hypothecation, encumbrance, lien or other transfer of Developer's right, title and interest under this Agreement (except that Developer may grant a security interest and/or collaterally assign Developer's right to receive payments under this Agreement to secure financing of all or any portion of the Required Work). Nothing in this Section 19 shall modify any Project entitlements granted by the City.

20. **Successors and Assigns.** Subject to restrictions on assignment provided in Section 19 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and the successors and assigns of the parties.

21. **Limitation of IDB Liability; No City Liability.** THE LIABILITY OF THE IDB FOR ANY CLAIM BY DEVELOPER IS EXPRESSLY LIMITED TO THE IDB'S INTEREST IN ANY AVAILABLE INCREMENT TO THE IDB FROM THE PLAN AREA, AND; OTHERWISE, IDB SHALL NOT HAVE ANY PECUNIARY LIABILITY UNDER THIS AGREEMENT FOR ANY ACT OR OMISSION OF THE IDB. NO OTHER PROPERTY OR ASSETS OF THE IDB SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF REMEDIES OF DEVELOPER HEREUNDER OR RELATING HERETO. UNDER NO CIRCUMSTANCES SHALL THE IDB BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE HEREBY WAIVED BY DEVELOPER. NO RECOURSE SHALL BE HAD FOR ANY CLAIM BASED UPON ANY OBLIGATION, COVENANT OR AGREEMENT IN THIS AGREEMENT OR ANY TRANSACTION OR MATTER RELATING HERETO AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, OR AGENT OF THE IDB, WHETHER DIRECTLY OR INDIRECTLY, AND ALL SUCH LIABILITY OF ANY SUCH INDIVIDUAL AS SUCH IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE IDB ENTERING INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT DEVELOPER MAY ENFORCE THE TERMS OF THIS AGREEMENT THROUGH A CLAIM OF SPECIFIC PERFORMANCE. IN NO EVENT SHALL THE CITY NOR ANY OF ITS OFFICERS, EMPLOYEES, COUNSEL OR AGENTS HAVE ANY LIABILITY FOR ANY OBLIGATION OF OR ANY BREACH BY THE IDB UNDER THIS AGREEMENT WHATSOEVER.

22. **Notices.** Any notices permitted or required to be given hereunder shall be given in writing and shall be delivered in person or sent by overnight courier service or by certified mail, return receipt requested, postage prepaid, addressed as follows:

To the IDB:
The Industrial Development Board
of Rutherford County
119 East Main Street
Murfreesboro, TN 37130
Attn: Chairman

With a copy to:
Bouldin & Bouldin, PLC
119 East Main Street

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	Murfreesboro, TN 37130 Attn: Sumner Bouldin, Esq.
To the City:	City of Murfreesboro 11 W. Vine Street Murfreesboro, TN 37130 Attn: City Manager
With a copy to:	City of Murfreesboro 11 W. Vine Street Murfreesboro, TN 37130 Attention: City Attorney
To the Developer:	Hillsboro Residential, LLC 5100 Maryland Way Brentwood TN 37027 Attention: Palmer Pillans, Esq.

Notices shall be effective only upon actual receipt or upon refusal to accept delivery by the intended recipient. Any party may change its notice address set forth above by giving notice of such change to the other party hereto.

23. **Severability; Conflict with Plan.** The invalidation of any one or more of the provisions of this Agreement or any part thereof by judgment of any court of competent jurisdiction shall not in any way affect the validity of any other such provisions of the Agreement but the same shall remain in full force and effect. If any provisions of this Agreement conflicts with a provision of the Plan, the terms of the Plan shall control.

24. **Amendments.** This Agreement may be amended only by written mutual consent of the IDB, the City and Developer.

25. **No Government Limitation.** This Agreement shall not be construed to bind any other agency or instrumentality of federal, State or local government in the enforcement of any regulation, codes or laws under its jurisdiction, including the City.

26. **Enforcement.** The prevailing party in any action commenced due to a breach of this Agreement shall be entitled to receive from the other party reasonable attorneys' fees and court costs incurred in such action. Venue for any such litigation shall be Rutherford County, Tennessee.

27. **Time of the Essence.** Time shall be of the essence in the performance of the terms and conditions of this Agreement.

28. **Merger.** This Agreement constitutes the complete and entire agreement among the parties with respect to the subject matter hereof, and all prior agreements and understandings are merged into this Agreement.

29. **Captions.** All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this

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Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Agreement.

30. **Business Day.** If any date on which performance or notice is due under this Agreement should fall on Saturday, Sunday or any other day which is a holiday for the City, performance or notice shall not be due until the next business day.

31. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the IDB and Developer have caused this Agreement to be duly executed as of the date first above written

IDB:

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE RUTHERFORD COUNTY

By: _____
_____, Chair

DEVELOPER:

HILLSBORO RESIDENTIAL, LLC

By: BLVD Capital, LLC

By: _____
James Darter, Member

CITY:

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

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EXHIBIT A

DESCRIPTION OF SECTIONS

Section 1 is S-1, Section 2 is S-2 and Section 3 is S-3 on the attached.

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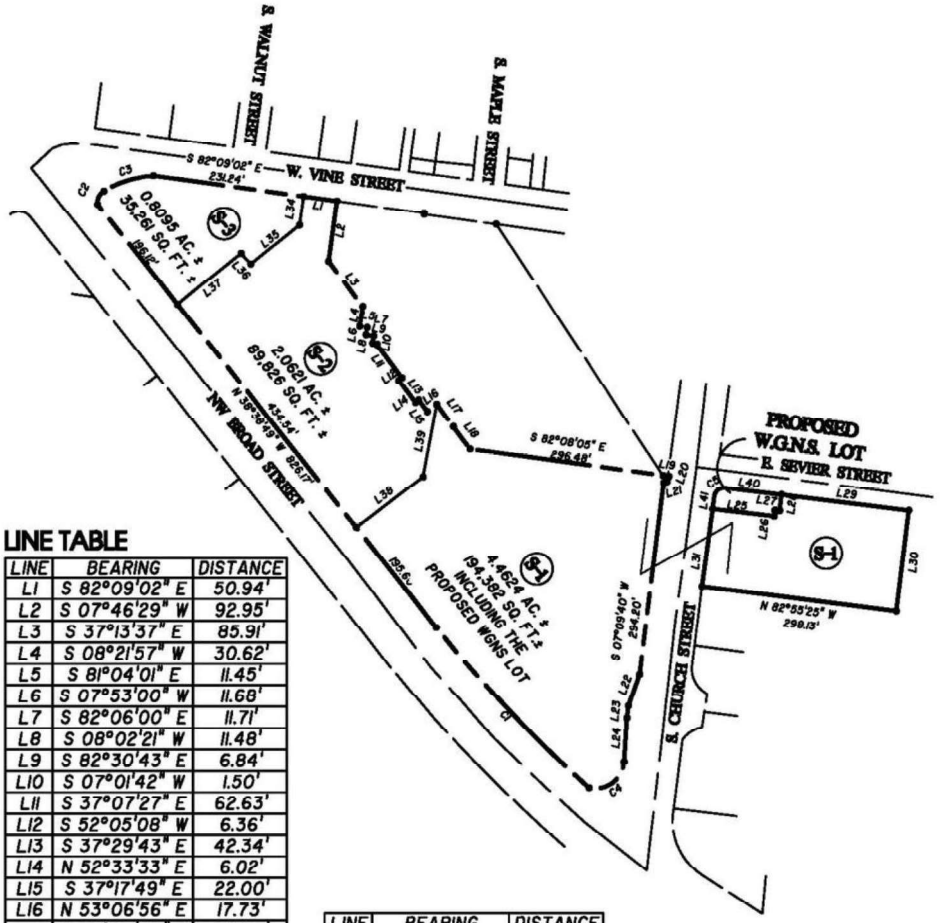
SEC, Inc.
WWW.SEC-CIVIL.COM

SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

north

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2,162.60'	337.06'	336.72'	N 43°39'02" W	8°55'49"
C2	20.00'	23.74'	22.37'	N 25°09'39" E	68°01'26"
C3	168.00'	79.58'	78.84'	N 72°44'36" E	27°08'29"
C4	44.06'	75.22'	66.42'	S 53°37'23" W	97°48'59"
C5	15.00'	23.37'	21.07'	S 52°21'05" W	89°14'59"



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 82°09'02" E	50.94'
L2	S 07°46'29" W	92.95'
L3	S 37°13'37" E	85.91'
L4	S 08°21'57" W	30.62'
L5	S 81°04'01" E	11.45'
L6	S 07°53'00" W	11.68'
L7	S 82°06'00" E	11.71'
L8	S 08°02'21" W	11.48'
L9	S 82°30'43" E	6.84'
L10	S 07°01'42" W	1.50'
L11	S 37°07'27" E	62.63'
L12	S 52°05'08" W	6.36'
L13	S 37°29'43" E	42.34'
L14	N 52°33'33" E	6.02'
L15	S 37°17'49" E	22.00'
L16	N 53°06'56" E	17.73'
L17	S 37°07'44" E	42.04'
L18	S 37°00'33" E	42.30'
L19	S 82°13'39" E	9.09'
L20	S 16°44'43" W	8.88'
L21	S 73°16'10" W	5.45'
L22	S 19°34'07" W	51.20'
L23	S 07°09'40" W	18.46'
L24	S 03°35'46" W	66.97'
L25	S 83°25'05" E	94.28'
L26	N 06°34'55" E	9.14'
L27	S 83°25'05" E	7.43'
L28	N 06°34'55" E	24.44'
L29	S 83°01'25" E	195.43'
L30	S 07°04'35" W	154.50'
L31	N 07°41'25" E	119.71'
L34	S 08°17'52" W	44.22'
L35	S 51°20'40" W	94.98'
L36	N 43°01'29" W	21.88'
L37	S 51°33'34" W	123.81'
L38	N 52°47'50" E	127.81'
L39	N 10°42'49" E	112.14'
L40	N 83°01'25" W	86.24'
L41	S 07°41'26" W	19.47'

LINE	BEARING	DISTANCE
L42	N 82°26'20" W	140.28'
L43	S 07°42'52" W	22.00'
L44	S 82°26'45" E	140.49'

INCLUDING PROPOSED WGNS
KEYSTONE
SECTIONS
EXHIBIT

REV DATE:

DATE: 9-8-25 SCALE 1"=200'

22026

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EXHIBIT B

SITE PLAN

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EXHIBIT C

REQUIRED WORK

For the purposes of this Agreement and the Plan, the Required Work shall include the following improvements discussed in more detail below. The exact dimensions of the public infrastructure components that will comprise the Required Work shall be determined by the final design plans approved by the City prior to construction.

Section 1:

- Demolish all existing buildings, improvements and structures within the entire Plan Area, other than utility facilities, remove all debris, seed the area and place it in a safe condition, and cause Section 3 to be Pad Ready to enable a Hotel Developer to construct a Qualified Hotel on Section 3, which work may be undertaken in conjunction with the Section 2 and/or Section 3 Required Work. "**Section 3 to be Pad Ready**" means (i) demolishing existing buildings, asphalt paving, concrete sidewalks, and utilities as shown on the design sheet C1.0 of the Civil Design Drawings, dated March 29, 2024 (the "**Civil Design Drawings**"), (ii) grading Section 3 from the back of the curb/sidewalk on West Vine Street to the back of the curb/sidewalk on NW Broad Street to create a gentle grade slope and (iii) complete the extension of utilities to the boundary of Section 3 from the City Utility Work per design sheet C2.3 of the Civil Design Drawings of the Approved Plans for future use, including electrical, phone/data, and water.

- The commencement of and the completion of the construction and grant of an Occupancy Permit for Section 1 Parking & Garages.

- The closing of the sale under the WGNS Sales Agreement, and the commencement of and completion of the construction and issuance of an Occupancy Permit for the construction work for the new WGNS radio building and said radio station has vacated its current premises and taken occupancy of its new replacement building.

- New access road from S. Church and NW Broad Street within Section 1.

- New public pedestrian plaza (serving as the landing area for the pedestrian bridge), including raising the current site approximately 5 feet from street level and providing a retaining wall along Broad St with fill dirt and rock, in the location shown on **Exhibit C-1**.

- New contiguous sidewalks along S. Church and NW Broad Street and throughout the Section 1 area of Development and to the connection to the sidewalks in Section 2.

- New curb and gutter installation and landscape/treescape throughout the Section 1 area of the Development.

- Stormwater and drainage improvements, along with utility installations, within the Section 1 area of the Development (as distinguished from the City Infrastructure).

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Section 2:

- Demolish all existing buildings, improvements and structures within the entire Plan Area, other than utility facilities, remove all debris, seed the area and place it in a safe condition, and cause Section 3 to be Pad Ready to enable a Hotel Developer to construct a Qualified Hotel on Section 3, which work may be undertaken in conjunction with the Section 1 and/or Section 3 Required Work.

- The commencement of and the completion of the construction and grant of an Occupancy Permit for the Section 2 Parking & Garages.

- Approximately 100 for-sale residential condominiums with Class-A amenities in the location shown on **Exhibit C-1**.

- Approximately 3,000 sf of commercial space (retail/office/restaurant) in the location shown on **Exhibit C-1**.

- New contiguous sidewalks along W. Vine and NW Broad Street and throughout the Section 2 area of the Development and to the connection to the sidewalks in Section 1 and Section 3.

- New curb and gutter installation and landscape/treescape throughout the Section 2 area of the Development.

- New access roads within Section 3 from W. Vine to the improvements within Section 2.

- Stormwater and drainage improvements, along with utility installations, within the Section 2 area of the Development (as distinguished from the City Infrastructure).

Section 3:

- Demolish all existing buildings, improvements and structures within the entire Plan Area, other than utility facilities, remove all debris, seed the area and place it in a safe condition, and cause Section 3 to be Pad Ready to enable a Hotel Developer to construct a Qualified Hotel on Section 3, which work may be undertaken in conjunction with the Section 1 and/or Section 2 Required Work.

- The completion of the construction and grant of an Occupancy Permit for a Qualified Hotel in the location shown on **Exhibit C-1** and its opening for business to the public.

- New contiguous sidewalks along W. Vine and NW Broad Street and throughout the Section 3 area of the Development and to the connection to the sidewalks in Section 2.

- New curb and gutter installation and landscape/treescape throughout the Section 3 area of the Development.

- Stormwater and drainage improvements, along with utility installations, within the Section 3 area of the Development (as distinguished from the City Infrastructure).

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EXHIBIT C-1

LOCATION OF REQUIRED WORK

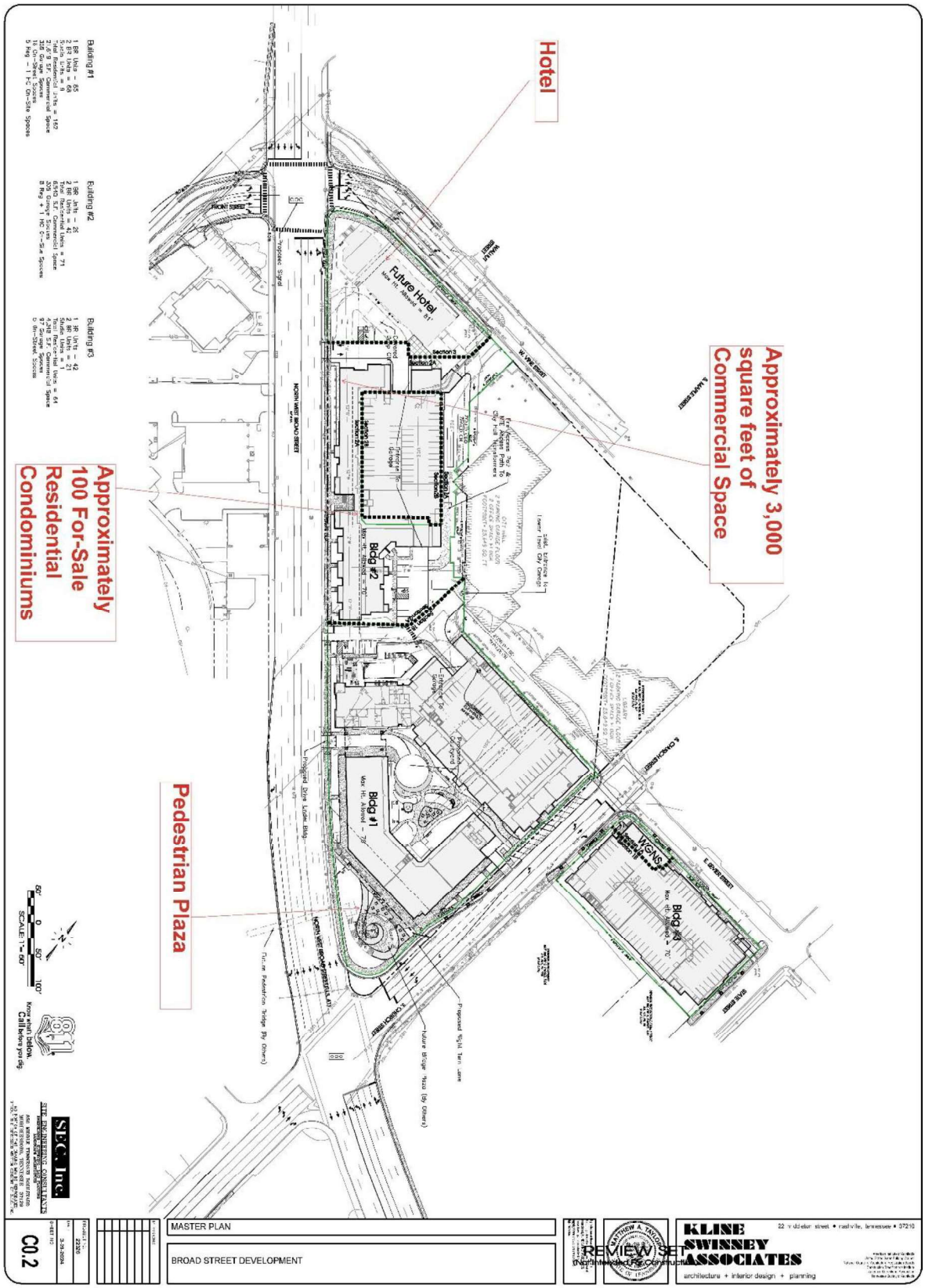

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EXHIBIT D

CITY INFRASTRUCTURE IMPROVEMENTS

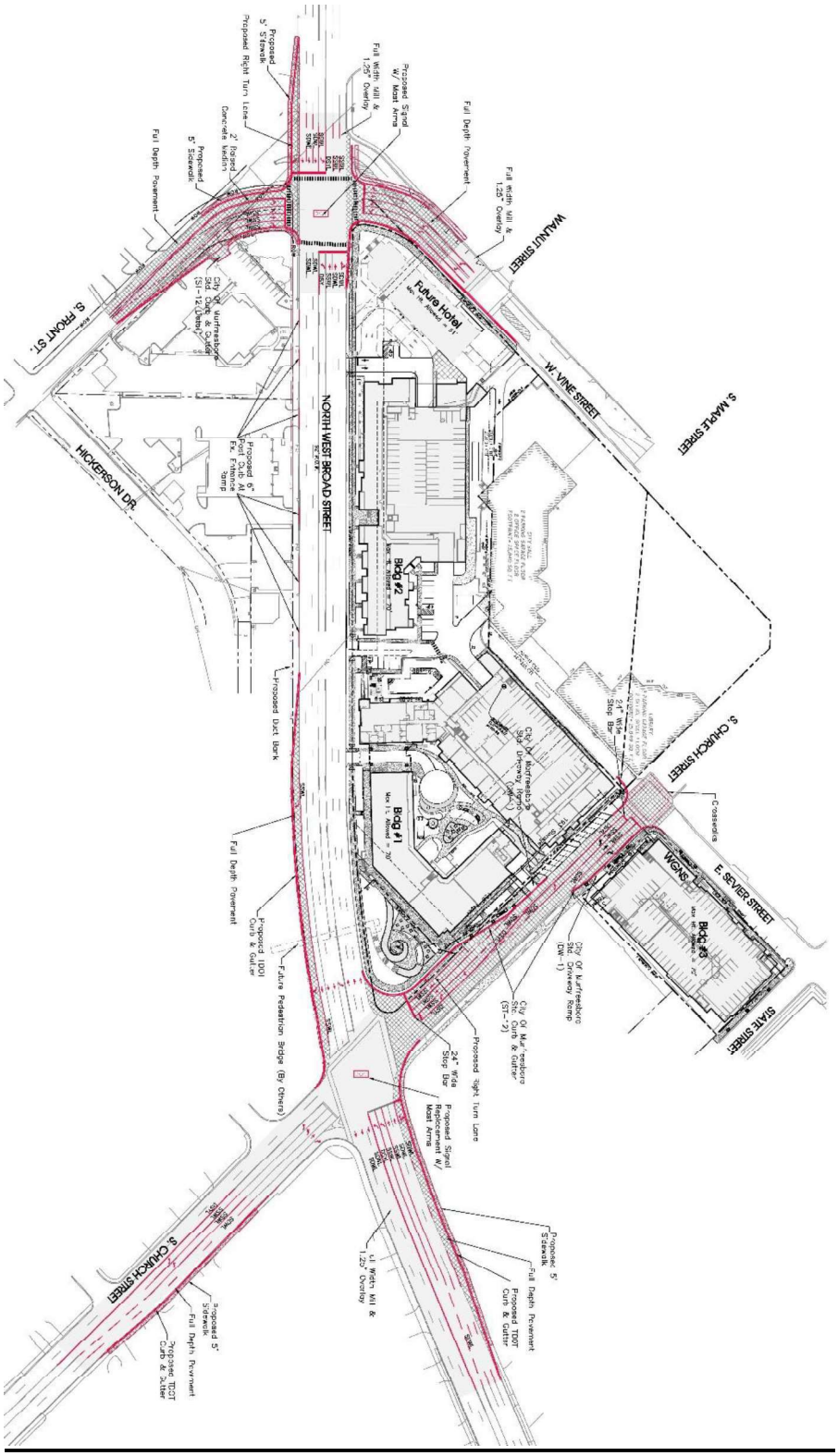

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EXHIBIT D-1

MILESTONE DATES FOR CITY INFRASTRUCTURE IMPROVEMENTS CITY INFRASTRUCTURE IMPROVEMENTS

Milestone 1- 12 months after closing on Section 1

Widening and reconstruction of South Church Street between NW Broad Street and Sevier Street including utility work.

Temporary Signal at intersection of South Church Street and NW Broad Street

Milestone 2 - ***12 months after closing on Section 1***

Eastbound Right Turn Lane on NW Broad Street at intersection with South Church Street

Milestone 3 - ***12 months after closing on Section 1***

Addition of Westbound Right Turn Lane on NW Broad Street at intersection with South Church Street

Milling and Overlaying and Restriping of Westbound lanes of NW Broad Street to incorporate dual left turn lanes

Permanent Signal Replacement at the intersection of NW Broad Street and South Church Street

Milestone 4 - ***24 months after closing on Section 1***

Milling and Overlaying and Restriping of Northbound lanes of South Church Street to lengthen left turn lanes as well as add sidewalks on east side of roadway to fill gaps

Permanent Signal Installation at the intersection of NW Broad Street and Front/Vine Street

Realignment of intersection of NW Broad Street and Front/Vine Street

Addition of Eastbound Right Turn Lane on NW Broad Street at intersection with Front Street.

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EXHIBIT E

This Instrument Prepared By:
Adam F. Tucker
City Attorney
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

PARKING AND EASEMENT AGREEMENT

This PARKING AND EASEMENT AGREEMENT (this "**Agreement**"), dated as of the [DAY] day of [MONTH], [YEAR] (the "**Effective Date**"), is entered into between Hillsboro Residential, LLC, a Tennessee limited liability company, having an address at [ADDRESS] ("**Grantor**"), and [Hotel Developer], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE], having an address at [ADDRESS] ("**Grantee**"). [SECURED LENDER] ("**Secured Lender**") into this Agreement for the sole purpose of subordinating its right, title and interest in and under the _____, of record at _____ in the Register's Office for Rutherford County, Tennessee ("Register's Office"), the _____ of record at _____ in the Register's Office and the _____ of record at _____ in the Register's Office in and to this Agreement. Grantor and Grantee may be referred to in this Agreement each as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Grantor is the fee owner of certain land located in the City of Murfreesboro, County of Rutherford, and State of Tennessee, designated as [Block [NUMBER], Lot [NUMBER]/[STREET ADDRESS]] on the Tax Map of Rutherford County, Tennessee, hereinafter referred to as "**Section 2**" and more particularly described by the legal description set forth on Exhibit A attached hereto; and

WHEREAS, Grantee is the fee owner of certain land located in the City of Murfreesboro, County of Rutherford, and State of Tennessee, designated as [Block [NUMBER], Lot [NUMBER]/[STREET ADDRESS]] on the Tax Map of Rutherford County, Tennessee, hereinafter referred to as "**Section 3**" and more particularly described by the legal description set forth on Exhibit B attached hereto; and

WHEREAS, Grantor has entered into a development agreement ("**Development Agreement**") with the City of Murfreesboro, Tennessee ("**City**") to construct and operate a mixed-use residential and commercial development on Section 2; and

WHEREAS, [*in accordance with/pursuant to the Development Agreement*] Grantor has constructed [has agreed to construct] a multi-level parking garage with up to three hundred thirty (330) vehicle parking spaces on Section 2 ("**Parking Garage**"); and

WHEREAS, Grantee intends to construct and operate a hotel ("**Hotel**") on Section 3; and

WHEREAS, Grantee requires access to one hundred fifteen (115) parking spaces (the "**Required Parking Spaces**") for the Hotel's guests, employees, and other invitees, and Grantee

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has requested an easement for parking purposes over a portion of Section 2, including, but not limited to, portions of the Parking Garage; and

WHEREAS, Grantor is willing to grant to Grantee an easement for vehicular and pedestrian access to and use of no less than the Required Parking Spaces and related driving lanes over such portion of Section 2, including, but not limited to, portions of the Parking Garage (**"Parking Easement Area**") more particularly described by in Exhibit C attached hereto; and

WHEREAS, the Parties desire to grant each other mutual cross-access easements for driveways and sidewalks and for the maintenance and repair thereof, over, under, upon and across Sections 2 and 3 ("**Access Easements**"") as illustrated and more specifically set forth in Exhibit D;

WHEREAS, Grantee further requires, Grantor is willing to grant Grantee, a sign easement over, upon and, across Section 2 for the benefit of Section 3 (the "**Signage Easement Area**") as illustrated and more specifically set forth in Exhibit E; and

WHEREAS, the Parties also desire to grant each other mutual easements for stormwater purposes over, under, upon, and across Sections 2 and 3 (**"Stormwater Easement Area**") as illustrated and more specifically set forth in Exhibit F.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION 1. PARKING

1.1. Grant of Parking Easement. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors, and assigns, a perpetual, permanent, and non-exclusive easement (**"Parking Easement**") in, under, upon, across, over, and through the Parking Easement Area located on Section 2, for the benefit of Section 3, for vehicular and pedestrian access to and use of no less than the Required Parking Spaces for the parking of vehicles, including the driving lanes, accessways, and sidewalks included within the Parking Easement Area and rights of ingress and egress to the Parking Easement Area, by Grantee, the tenants and occupants of Section 3, and their respective guests, employees, invitees, licensees, customers, and visitors ("**Grantee's Users**").

1.2. Exclusive Use. Notwithstanding any provision to the contrary herein, at least sixty (60) of the Required Parking Spaces will be reserved for the exclusive use of Grantee's valet parking service and guests of the Hotel, such reserved spaces to be located within the Garage near the Hotel at locations to be agreed upon by Grantor and Grantee from time to time ("**Reserved Spaces**"). Grantor agrees to ensure this exclusive use through access control or other commercially reasonable means, installed and implemented by Grantor in accordance with Section 1.10 of this Agreement

1.3. Use of Parking Spaces. Notwithstanding any other provision of this Agreement, this Section 1.3 provides a non-exclusive list of uses that are not permitted and any violation of such restricted uses will constitute a default under Section 8 hereof.

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a. Neither Grantor nor Grantee shall use or permit the Parking Garage to be used for any purpose (nor permit anything to be located in or on the Parking Garage) that will invalidate any insurance required by this Agreement. Each party shall conform its use of the Parking Garage in all material respects to and with all applicable laws, ordinances (including without limitation ordinances regarding the use of the Parking Garage), codes, and regulations presently in force or hereafter modified, imposed, or enacted affecting the Parking Garage. Each party shall comply in all material respects with all government, health, and police requirements, and regulations affecting the Required Parking Spaces and Parking Garage. In addition, Grantee shall comply with all reasonable parking rules and regulations promulgated from time to time by Grantor.

b. Neither Grantor nor Grantee shall permit storage or permanent parking of vehicles, nor the keeping of disabled or deteriorated vehicles in the Parking Garage. If a vehicle fitting the forgoing description is located in the Reserved Spaces , Grantor may, after first providing written notice to Grantee and allowing Grantee a period of not less than three (3) days to remove the vehicle, elect to hire another party to remove said vehicle and thereafter bill any and all costs associated with the removal of the vehicle to Grantee.

c. Neither Grantor nor Grantee shall permit vehicles with fluid leaks, such as, but not limited to, oil and gas, to park in the Parking Garage. Grantee is under a duty to promptly clean up any leaks that do arise from any vehicles parked in a parking space allocated to Grantee. If Grantee fails to do so within three (3) days after receipt of written notice of a leak from Grantor, Grantor may elect to hire another party to clean and restore the damage from such leaks and bill all costs associated with the cleanup or restoration to Grantee.

d. Neither Grantor nor Grantee shall permit oil changes or engine work to be performed in the Parking Garage; however, emergency car work for tire change or battery change will be permitted. Grantee shall be responsible for lawful disposal of tires or batteries removed by Grantee or Grantee's Users, which tires and batteries shall not be disposed of within or on the Parking Garage.

e. Gasoline other than in the normal single auto fuel tank, shall not be stored within or on the Parking Garage.

f. Grantee shall not publicly display or advertise a rate for valet parking service for Additional Spaces (as defined herein) that is less than one hundred fifty percent (150%) of the prevailing rate charged by Grantor to the general public at the Parking Garage.

THIS IS NOT AN EXHAUSTIVE LIST OF NON-PERMITTED USES. Grantee shall ensure that the use of the Parking Garage, and any common areas by Grantee or Grantee's Users complies with Section 1.4. Grantor expressly reserves the right to formulate additional reasonable rules and regulations governing the use of the Parking Garage and any common areas. Any newly formulated rules and regulations formulated by Grantor will become binding upon Grantee upon receipt of written notice of the new rule(s). Grantee is under a duty to notify Grantee's Users of any and all formulated rules or regulations, including any and all newly formulated rules or regulations.

Grantor shall have the right at all times to make inspection of the Required Parking Spaces to verify Grantee's compliance with this Agreement.

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1.4. Grantor's Recovery of Parking Deck Construction Costs.

a. Grantee agrees to reimburse Grantor for Grantee's Pro Rata Share of the actual costs associated with the construction of the Parking Garage, which costs include but are not limited to actual construction costs and financing costs "("**Construction Costs**"").

b. Grantee's "Pro Rata Share" shall be equal to the number of Required Parking Spaces relative to the total number of parking spaces in the Parking Garage.

c. The total amount of Construction Costs to be reimbursed by Grantee is estimated at $1,150,000 (to be reconciled after actual construction costs are provided).

d. Grantee shall reimburse Grantor for the Construction Costs in one lump sum amount within thirty (30) days after invoice or in equal [annual/quarterly/monthly] installments over a set number of years at a negotiated interest rate.

1.5. Parking Fees.

a. Grantee shall establish a parking fee to be charged to Grantee's Users "for the use of the Required Parking Spaces ("**Grantee's Parking Fee**"). Grantee's Parking Fee shall be subject to the approval of Grantor, which consent Grantor shall not reasonably withhold. Grantee may elect to pay the Parking Fee for some or all of Grantee's Users or to have some or all of Grantee's Users pay the Parking Fee directly to Grantor or a third-party parking operator designated by Grantor. Grantee reserves the right to adjust Grantee's Parking Fee on an annual basis. Any adjustments to Grantee's Parking Fee shall be communicated to Grantor in writing at least ninety (90) days prior to the effective date of the adjustment and subject to the approval of Grantor, which consent Grantor shall not reasonably withhold.

b. Grantor shall establish a parking fee to be charged to the general public for parking in the Parking Garage ("**Public Parking Fee**"). Grantor reserves the right to adjust the Public Parking Fee on a quarterly basis.

c. In the event that Grantee or Grantee's User use more than the number of the Required Parking Spaces within the Parking Garage at any time, as measured by the key cards utilized to access the Parking Garage and validation tickets used by Grantee's Users upon exit from the Parking Garage (such stalls used by Grantee in excess of the Required Parking Spaces being hereinafter referred to as "**Additional Spaces**"), Grantor may permit Grantee and Grantee's Users to use the Additional spaces, subject to availability. Notwithstanding the foregoing, Grantor makes no representation of the availability of Additional Spaces, and the use by Grantee or Grantee's Users of any such Additional Spaces shall be subject to availability. In the event that all parking spaces are occupied and no Additional Spaces are reasonably available, Grantor reserves the right to refuse Grantee's Users entry to the Parking Garage. Grantee shall pay to Grantor as additional fees ("**Additional Fees**") an amount equal to the number of such Additional Spaces used during a given day, multiplied by (ii) the then-current Public Parking Fee. Grantor shall bill Grantee in arrears for any Additional Fees, and Grantee shall pay same with the next monthly payment of Operating Costs as provided in Section 1.8.

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1.6. Parking Operator. Grantor shall have the right to engage a third-party professional parking operator to operate and manage the Parking Garage and the parking of vehicles in the Parking Garage. The costs and expenses of the parking operator shall be a part of Operating Costs and shall be paid by Grantee in accordance with Section 1.8.

1.7. Operating, Maintenance, and Capital Expenditure Costs.

a. Grantee agrees to pay Grantee's Pro Rata Share of the real estate taxes, insurance premiums, operation and maintenance expenses and capital costs actually incurred by Grantor in connection with the operation and maintenance of the Parking Garage ("**Operating Costs**").

b. The term "real estate taxes" shall mean all ad valorem real property taxes and assessments (special or otherwise) levied, accrued or assessed against the Parking Garage.

c. The term "insurance premiums" shall mean the premiums charged for the property insurance carried by Grantor pursuant to Section 9.2.

d. The term "operation and maintenance expenses" shall mean all costs incurred by Grantor relating to its obligations under Section 1.9.

e. The term "capital costs" shall mean all capital expenditures incurred by Grantor relating to the upkeep, maintenance and repair of the Parking Garage, including but not limited to maintenance, repair and replacement of elevators, sprinkler systems, etc.

f. Ninety (90) days before the beginning of Grantor's fiscal year, Grantor shall estimate for such fiscal year Grantee's Pro Rata Share of the Operating Costs ("**Grantee's Estimated Share**"). Grantee shall pay one-twelfth (1/12) of Grantee's Estimated Share on the first day of each month during such fiscal year.

g. Within ninety (90) days after the expiration of such fiscal year, Grantor shall forward to Grantee an itemized statement showing Grantee's actual share of the Operating Costs ("**Grantee's Actual Share**"). If Grantee's Actual Share differs from Grantee's Estimated Share, then, within thirty (30) days after the date of Grantor's itemized statement, either Grantor shall refund to Grantee any amount paid in excess of Grantee's Actual Share, or Grantee shall remit to Grantor any amount by which Grantee's Estimated Share was deficient.

h. Upon seven (7) days prior written notice to Grantor, Grantee have the right to audit Grantor's business records relating to Operating Costs for the period covered by the prior period's itemized statement. The review shall be conducted by an independent certified public accountant during regular business hours at the offices of Grantor, which review shall not be conducted more than once per year. Grantee shall be entitled to inspect all those books and records reasonably necessary for Grantee to verify charges imposed by Grantor on Grantee hereunder. If Grantee's review reveals an underpayment by Grantee, Grantee shall pay such underpayment to Grantor within thirty (30) days of receipt of the audit. If Grantee's review reveals an overpayment by Grantee, Grantor shall refund such overpayment to Grantee within thirty (30) days of receipt of the audit. If the review reveals an overcharge in excess of fifteen percent (15%) then Grantor

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agrees to also promptly reimburse Grantee for the reasonable costs and expenses incurred by Grantee for such review.

1.8. Operation, Cleaning, Maintenance and Repair of Parking Garage.

a. Grantor shall furnish the following utilities to the Parking Garage in commercially reasonable amounts required for the operation of the Parking Garage: electrical, water and sewer. Grantor shall have no liability for failing to provide utilities as required herein if such failure is the result of an interruption of electrical service to the Parking Garage, an act of God, or the result of any cause other than gross negligence or willful misconduct of Grantor. Grantor reserves the privilege of stopping any or all utility services in case of an accident or breakdown or for the purpose of making alterations, repairs, or improvements, upon reasonable notice to Grantee under the circumstances, without liability to Grantee therefor.

b. Grantor hereby assumes the obligation to clean, maintain, and repair the Parking Garage, including the Parking Easement Area, in a good condition and repair and in accordance with all applicable laws, subject to reasonable ordinary wear and tear and normal use. Grantor shall make all repairs or replacements necessary to prevent deterioration, including, without limitation, keeping the paving and striping in the Parking Garage in commercially reasonable condition.

c. Grantor shall be responsible for the regular cleaning and maintenance of the Parking Garage to ensure a clean environment for Grantee's Users. This includes, but is not limited to, sweeping, power washing, trash removal, and any other necessary cleaning activities. Grantee shall have the right to request additional cleaning services or adjustments to the cleaning schedule to meet its specific needs, subject to Grantor's approval. Any additional cleaning services requested by Grantee shall be provided at Grantee's expense.

d. Grantor shall establish and maintain a regular maintenance schedule for the Parking Garage to ensure its proper upkeep and functionality. This schedule shall include, but is not limited to, routine inspections, repairs, and preventive maintenance activities.

e. Grantor shall ensure that all cleaning, maintenance, and repair activities comply with applicable laws, regulations, and ordinances.

f. Grantee shall immediately give Grantor written notice of any circumstance requiring repair or replacement to the Required Parking Spaces or Parking Garage.

1.9. Controlled Access to Parking Easement Area. Grantor shall implement and maintain an access control system for the Parking Easement Area to ensure that only authorized individuals have access to the exclusive parking spaces allocated to Grantee and Grantee's Users. This system may include, but is not limited to, key card access, electronic gates, and security personnel. The costs of the access control system shall be included in Operating Costs and shall be paid by Grantee as provided in Section 1.8.

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1.10. Parking Garage Signage.

a. Except for the Section 3 Signage, Grantor shall be responsible for the installation and maintenance of all signage within the Parking Garage, including directional signs, parking space markers, and any other signage necessary for the proper use and operation of the Parking Garage.

b. Grantee shall have the right to request specific signage related to its allocated parking spaces, subject to Grantor's approval. Any additional signage requested by Grantee shall be installed and maintained at Grantee's expense.

c. Except for the Section 3 Signage, which shall be the sole responsibility of Grantee, Grantor shall ensure that all signage complies with applicable laws, regulations, and ordinances.

1.11. Parking Garage Security.

a. Grantor shall provide, at its sole expense, closed-circuit television cameras or other monitoring systems at such locations in the Parking Garage as Grantor may reasonably determine in accordance with commercial best practices, together with monitoring equipment therefor; provided, however, that Grantee acknowledges and agrees that Grantor shall have no further obligation to provide any other security systems or personnel for the Parking Garage. The costs of closed-circuit television cameras and the monitoring thereof shall be included in Operating Costs and shall be paid by Grantee as provided in Section 1.8.

b. Grantee hereby expressly releases Grantor from any claims relating to (i) the unlawful acts of third parties within the Parking Garage; or (ii) Grantor's failure to provide security to the Parking Garage except as expressly required by Section 1.12(a).

c. Grantee expressly acknowledges and agrees that, except as otherwise set forth in Section 1.12(a) above, Grantor shall have no obligation to provide security service to the Parking Garage, and Grantee shall be solely responsible for the cost of any such security service for the Required Parking Spaces that it deems necessary or desirable, including without limitation any key cards, automatic vehicle identification devices or other equipment related thereto.

d. Grantee agrees to cooperate with Grantor in the implementation and operation of the security measures.

e. Grantee shall have the right to request specific security measures related to its allocated parking spaces, subject to Grantor's approval. Any additional security measures requested by Grantee shall be installed and maintained at Grantee's expense, and Grantor shall have no liability related to Grantee's additional security measures.

1.12. Environmental Compliance.

a. Grantor and Grantee agree to comply with all Environmental Laws (defined below) in connection with the use, maintenance and operation of the Parking Garage. Grantor and

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Grantee shall not conduct or knowingly permit or allow the release or disposal of, nor keep or maintain, any Hazardous Substances (defined below) on, in, or under the Parking Garage.

b. Grantor shall be responsible for obtaining and maintaining any necessary environmental permits and approvals required for the construction and operation of the Parking Garage.

c. Grantee shall be responsible for ensuring that its use of the Parking Garage does not result in any violation of Environmental Laws.

d. In the event of any environmental contamination or violation of Environmental Laws arising from the use of the Parking Garage, the responsible Party shall promptly take all necessary actions to remediate the contamination and bring the Parking Garage into compliance with applicable Environmental Laws.

e. Grantee shall indemnify and hold harmless Grantor and its members, officers, agents, employees, and invitees, and their respective successors and assigns, from and against all costs (including, without limitation, court costs and reasonable attorneys' fees), expenses, claims, and damages arising by reason of Grantee's breach of this Section 1.13. Upon notice from Grantor, Grantee shall defend Grantor and its members, officers, agents, employees, and invitees, and their respective successors and assigns, in any action or proceeding brought in connection with any matter for which Grantee is obligated to indemnify as set forth above. THESE OBLIGATIONS SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

f. Grantor shall indemnify and hold harmless Grantee and its members, officers, agents, employees, independent contractors, invitees, and affiliates, and their respective successors and assigns, from and against all costs (including, without limitation, court costs and reasonable attorneys' fees), expenses, claims, and damages arising by reason of Grantor's breach of this Section 1.13. Upon notice from Grantee, Grantor shall defend Grantee and its members, officers, agents, employees, and invitees, and their respective successors and assigns, in any action or proceeding brought in connection with any matter for which Grantor is obligated to indemnify as set forth above. THESE OBLIGATJONS SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

g. "**Environmental Laws**" means all applicable local, state, and federal environmental laws, regulations, rules, guidelines, ordinances, and administrative and judicial orders and rulings relating to the generation, recycling, use, reuse, sale, storage, handling, transport, treatment, and disposal of any Hazardous Substances, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Clean Water Act of 1977, as amended, 33 U.S.C. §§ 1251 et seq.; and the publications, rules, and regulations adopted or promulgated pursuant to said laws.

h. "Hazardous Substances" means gasoline, motor oil, fuel oil, waste oil, other petroleum or petroleum based products, asbestos, polychlorinated biphenyls, and any chemical,

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material, or substance to which exposure is prohibited, limited, or regulated by any federal, state, county, local, or regional authority or that, even if not so regulated, is known to pose a hazard to health and safety, including, but not limited to, substances and materials defined or designated as "hazardous substances," "hazardous materials" or "toxic substances" under Environmental Law.

1.13. Emergency Repairs.

a. In the event of an emergency that requires immediate repairs to the Parking Garage, Grantor shall promptly undertake such repairs to ensure the safety and functionality of the Parking Garage.

b. Grantee agrees to reimburse Grantor for Grantee's Pro Rata Share of the costs associated with emergency repairs, and Grantee shall pay same with the next monthly payment of Operating Costs as provided in Section 1.8.

c. Grantor shall provide Grantee with a detailed invoice of the emergency repair costs, and Grantee shall pay the invoiced amount within thirty (30) days of receipt.

1.14. Relocation of Easements. Grantor may relocate the Parking Easement if (a) prior written consent is obtained from Grantee, which consent shall not be unreasonably withheld; and (b) the relocated Parking Easement provides the Required Parking Spaces and does not cause Section 3 to violate any applicable zoning laws and regulations. If Grantor desires to relocate the Parking Easement and/or Parking Easement Area, Grantor shall send a request to relocate the Parking Easement and/or Parking Easement Area, in writing, to Grantee. Grantee shall respond to such request to relocate, in writing, within thirty (30) days of receiving such relocation request. If the parties agree to relocate the Parking Easement and/or Parking Easement Area, then this Agreement shall be amended to reflect same. Grantor and Grantee hereby acknowledge and agree that Grantor shall be responsible for all the costs and expenses, including reasonable attorneys' fees, of Grantee incurred in connection with relocating the Parking Easement and/or Parking Easement Area and amending this Agreement, including recording fees.

1.15. Alterations to Parking Spaces. Grantee shall not make any alterations, repairs, additions, or improvements to the Parking Garage, common areas, or an individual parking space without the prior written consent of Grantor. Grantee shall similarly take steps to ensure that Grantee's Users do not alter or modify any individual parking space or other portion of the Parking Garage. Grantee hereby covenants and agrees to pay to Grantor the cost of repairing any damage to the Parking Garage caused by Grantee or Grantee's Users.

SECTION 2. ACCESS EASEMENTS.

2.1. Grant of Access Easements. Grantor and Grantee hereby grant the Access Easements to each other, for the benefit of Sections 2 and 3, which are nonexclusive easements and rights to use the common curb cuts, roadways, driveways, aisles, walkways, and sidewalks located on the parcel of the granting party as may exist from time to time for purposes of ingress, egress, passage, and delivery, by vehicles and pedestrians.

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2.2. Maintenance of Access Easements. Grantor and Grantee shall maintain in good repair all common curb cuts, roadways, driveways, aisles, walkways, and sidewalks located on the Access Easements that are a part of their own property as may exist from time to time to allow safe and reasonable ingress, egress, passage, and delivery, by vehicles and pedestrians.

SECTION 3. UTILITY EASEMENT AND UTILITY CONNECTION FACILITIES.

3.1. Grant of Utility Easement. Grantor hereby grants to Grantee a nonexclusive, perpetual utility easement over, under and across the Utility Easement Area for the Grantee to connect Section 3 to any public and/or private utilities or services that may now or in the future be located within Section 2 or the public right-of-way immediately adjacent to Section 2 (the "Utility Easement"). The Utility Easement shall include, to the extent reasonably necessary or desirable as mutually and reasonably agreed up on by the Parties without unreasonably interfering with the use of Section 2, rights-of-way to construct and install facilities and equipment (including without limitation stormwater management facilities, dewatering facilities, plumbing, electrical, cable and data lines, gas, telephone, water and sanitary sewer facilities) and such other piping, lines, ducts, exhausts, conduits and equipment as are reasonably necessary or desirable to provide reasonably necessary or desirable utilities and services to Section 3 and the improvements thereon (collectively, the "Utility Connection Facilities"), and to operate, repair, maintain and/or replace any and/or all of the foregoing. The Utility Easement shall be effective on the Effective Date.

3.2. Construction of Utility Connection Facilities. Grantor agrees to construct and install the Utility Connection Facilities, and Grantee agrees to reimburse Grantor for the actual construction costs associated with providing the Utility Services ("Utility Costs"). These costs include construction of infrastructure solely required for the Grantee property and are estimated at $700,000 (to be reconciled after actual construction costs are provided.) Grantee shall reimburse Grantor for the Utility Costs in one lump sum amount or equal annual installments over a set number of years at a negotiated interest rate.

3.3. Use of Utility Easement. The Utility Easement shall be used by Grantee solely for the construction, installation, operation, repair, maintenance, and/or replacement of the Utility Connection Facilities within the Utility Easement Area and for no other purpose. Grantee shall comply with all federal, state, municipal, and other laws and ordinances in connection with its use of the Utility Easement and shall not commit any act which shall constitute a nuisance or annoyance to the Grantor or for any illegal purpose. No act shall be performed by either Party which would in any manner materially and adversely affect or obstruct the free and continuous use and enjoyment of the Utility Easement by the Grantee. Grantor agrees that it shall not erect any structures, permanent or otherwise, in the Utility Easement Area that impair access to or the use of the Utility Connection Facilities. Grantor shall have the right to use the Utility Easement Area for any purpose which is not in conflict with the Utility Easement.

3.4. Maintenance and Repair of Utility Easement Area. [*TBD*]

3.5. Relocation of Utility Easement. Grantor, at Grantor's sole cost and expense, may construct new improvements or make alterations (including, without limitation, reconstruction and additions) to the existing improvements located within Section 2, and in connection therewith, may relocate the Utility Easement and Easement Area within Section 2 granted to the other Party pursuant to this Agreement; provided, however, that such improvements, alterations or relocation of an easement shall not, without Grantee's express prior written consent: (i) materially diminish

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the benefits afforded to Grantee by such easement; (ii) unreasonably interrupt Grantee's use of such easement; (iii) materially increase the burdens or costs imposed upon Grantee or reduce the utility of Section 3; or (iv) cause noncompliance of Section 3 (or any improvements thereon) or Grantee with any applicable laws or knowingly violate the requirements of any lease, franchise or licensing agreement pertaining to the use of the Section 3 entered into in reliance on such easement.

SECTION 4. STORMAWATER EASEMENTS.

4.1. Grant of Stormwater Easements. Grantor and Grantee hereby grant the Stormwater Easements to each other, for the benefit of Sections 2 and 3.

4.2. Maintenance of Stormwater Easements. Grantor and Grantee shall maintain in good repair the stormwater facilities and Stormwater Easements that are a part of their own property as may exist from time to time to allow effective drainage of stormwater as my be required by the Murfreesboro City Code or other applicable law or ordinance.

SECTION 5. SIGNAGE EASEMENT.

5.1. Grant of Signage Easement. Grantor hereby grants to Grantee a perpetual signage easement allowing Grantee to construct, install, operate, repair, illuminate, maintain, and/or replace illuminated signage (the "**Section 3 Signage**") advertising the Hotel and/or other Section 3 businesses (the "**Signage Easement**") in the Signage Easement Area. The Signage Easement shall include the rights , at Grantee's expense to construct and install a [*sign description*] and to operate, repair, maintain and/or replace any and/or all of the foregoing, all of which shall be deemed to be part of the Section 3 Signage, provided such activities do not unreasonably interfere with the use of Section 2 (or any Section 2 signage advertising any business conducted on Section 2). The precise size and location of the Section 3 Signage shall be mutually agreed upon in good faith by the Parties.

5.2. Use of Signage Easement. The Signage Easement shall be used by Grantee solely for the construction, installation, operation, repair, illumination, maintenance, and/or replacement of the Section 3 Signage within the Signage Easement Area and for no other purpose. Section 3Grantee shall comply with all federal, state, municipal, and other laws and ordinances in connection with its installation and use of the Signage Easement and shall not commit any act that shall constitute a nuisance or annoyance to Grantor or for any illegal purpose. No act shall be performed by either Party that would in any manner affect or jeopardize or obstruct the free and continuous use and enjoyment of the Signage Easement by Grantee. Subject to all existing improvements, including the existing Section 2 signage, Grantee agrees that it shall not hereafter erect any structures, permanent or otherwise, that would materially impair the visibility of the Section 3 Signage or the Signage Easement Area. No act or agreement shall be undertaken or performed by either party that would in any manner negatively affect or jeopardize or obstruct the free and continuous use and enjoyment of signage that currently exists, or that may substantially replace or supplement, the right of Grantor or its tenants to advertise and erect signage on Section 2. Specifically, no signage erected or supplemented by Grantee in the Signage Easement Area shall impede, obstruct the visibility of, or overwhelm the signage of Grantor or its tenants on Section 2. In the event of any conflict, the signage of Grantor or its tenants on Section 2 shall at all times be predominant over the signage erected by Grantee within the Signage Easement Area.

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5.3. Maintenance and Repair of Signage Easement Area. Grantee or its successor in interest, at their cost, shall be responsible for the operation, maintenance and repair of all portions of the Signage Easement Area.

5.4. Relocation of Signage Easement. Grantor, at Grantor's sole cost and expense, may construct new improvements or make alterations (including, without limitation, reconstruction and additions) to the existing improvements located within Section 2, and in connection therewith, may relocate the Signage Easement Area within Section 2; provided, however, that such improvements, alterations or relocation of an easement shall not, without Grantee's express prior written consent (i) materially diminish the benefits afforded to Grantee by such easement; (ii) unreasonably interrupt Grantee's use of such easement; (iii) materially increase the burdens or costs imposed upon Grantee or reduce the utility of Section 3; or (iv) cause noncompliance of Section 3 (or any improvements thereon) or Grantee with any applicable laws or knowingly violate the requirements of any lease, franchise or licensing agreement pertaining to the use of the Section 3 entered into in reliance on such easement.

SECTION 6. GRANTOR'S RESTRICTIONS AND RESERVATION OF RIGHTS.

6.1. Grantor reserves the right to:

a. Use Section 2 in any manner and for any purpose that does not interfere with Grantee's easement rights and its use of the Parking Easement, Utility Easement, Access, Easement or Signage Easement (collectively, "**Easements**"); and

b. Grant additional easement rights in the easement areas created by this Agreement ("**Easement Areas**"), provided: (i) such rights shall not materially interfere with or otherwise adversely affect any of Grantee's rights herein; (ii) such rights do not reduce the number of parking spaces made available to Grantee's Users below the Required Parking Spaces or otherwise cause Section 3 to violate any applicable zoning laws and regulations and (iii) Grantor requires the other easement holder to maintain commercial general liability insurance in at least the amounts required to be carried by Grantee in this Agreement.

6.2. Grantor shall not:

a. Erect or maintain any buildings or other improvements that may cause damage to or interfere with any of the Easement Areas;

b. Reduce the number of parking spaces below the Required Parking Spaces;

c. Restrict or block access to the Easement Areas, except as expressly permitted in this Agreement;

d. Develop, landscape, or beautify the Easement Areas in any way which would unreasonably or materially increase the costs to Grantee of restoring or maintaining the Easement Area after such installation.

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SECTION 7. REPRESENTATIONS AND WARRANTIES.

7.1 Grantor hereby represents and warrants to Grantee that: (a) it holds title to Section 2 in fee simple; (b) it has the full right, power, title, and interest to grant the Easements to Grantee; (c) the Easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (d) Grantee's Easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

7.2 Grantee hereby represents and warrants to Grantor that: (a) it holds title to Section 3 in fee simple; (b) it has the full right, power, title, and interest to grant the Easements to Grantor; (c) the Easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantor pursuant to the terms hereof; and (d) Grantor's Easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

7.3 Each Party represents and warrants that it has the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

7.4 Each Party hereby acknowledges and agrees that the other Party has made no warranties, representations, covenants or agreements, expressed or implied, to such Party other than those expressly set forth herein, and that each Party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements other than those expressly set forth herein. BY ITS ACCEPTANCE OF THIS AGREEMENT, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (AND THAT GRANTOR HAS MADE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OR MERCHANTABJLITY, OR FITNESS FOR A PARTICULAR PURPOSE), THAT GRANTEE HAS MADE ALL SUCH INVESTIGATIONS AND ASSESSMENTS OF THE PARKING GARAGE AS GRANTEE DEEMS OR HAS DEEMED APPROPRIATE TO INFORM ITSELF AS TO THE CONDITION OF THE PARKING GARAGE, AND THAT GRANTEE ACCEPTS THE REQUIRED PARKING SPACES AND THE PARKING GARAGE "AS IS, WHERE IS AND WITH ALL FAULTS, IF ANY."

SECTION 8. BINDING AGREEMENT; RECORDING.

The parties to this Agreement hereby acknowledge and agree that the Easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor, which consent may not to be unreasonably withheld, conditioned, or delayed. This Agreement shall be recorded in the Register of Deeds Office of Rutherford County, Tennessee. On termination of this Agreement, Grantee

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shall promptly on request by Grantor file a written termination and release of this Agreement in the public records.

SECTION 9. TERM.

a. Subject to Section 7(b), this Agreement and the easements, rights, obligations, and liabilities created hereby shall be perpetual to the extent permitted by law, subject to the Parties mutual agreement to terminate the Agreement.

b. In the event Section 3 is used for any use other than a Hotel, the parties or their respective successors and assigns may modify this agreement to making parking available to the tenants and occupants of Section 3, and their respective guests, employees, invitees, licensees, customers, and visitors in accordance with the parking requirements established in the Murfreesboro Zoning Ordinance, provided that such modifications do not reduce the parking available in the Parking Garage for the tenants of Section 2.

SECTION 10. DEFAULT AND REMEDIES.

10.1. In the event of default by either party, the non-defaulting may deliver to the defaulting party a written notice describing the breach in reasonable detail, proposing acts that may be taken to cure the breach, and specifying a reasonable of time to cure the breach, which shall not be less than thirty (30) days. After the period of time to cure the breach, unless the breach cannot be cured within the stated period, in which event after a reasonable period of cure has expired, the non-defaulting party may seek any and all remedies permitted by law or in equity, including injunctive relief or specific performance.

10.2. Notwithstanding the foregoing, either party may seek a temporary restraining order and further injunctive relief from a court of competent jurisdiction without providing the notice required by Subsection 8.1 where such action is reasonable necessary to avoid imminent impairment of the rights granted to the party under this Agreement.

10.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR OR GRANTEE HEREUNDER, OR FOR ANY OTHER REASON, NEITHER GRANTOR NOR GRANTEE SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

10.4. No breach of the provisions of this Agreement shall entitle either party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner any other rights or remedies that any party may have hereunder by reason of any breach of the provisions of this Agreement.

10.5. In the event any Party hereto shall fail to make any required payment within thirty (30) days after receipt of written notice that such amounts are due and payable, it shall be a default hereunder, and a late charge of five (5%) of the amount of due shall be charged. Such late charge is to defray the administrative costs, inconvenience and other expenses that the unpaid Party will incur on account of such delinquency. Any amounts payable under this Agreement, if not paid in

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full within thirty (30) days after receipt of written notice that such amounts are due and payable, shall bear interest on the unpaid balance at the rate of interest equal to Grantor of: (a) the prime rate of interest as published by *The Wall Street Journal* from time to time, plus four percent (4%) per annum, with each change in such prime rate being effective on the date such change is published or (b) the maximum interest rate allowed by applicable law.

SECTION 11. INSURANCE.

11.1. Liability Insurance. Grantee and Grantor shall each maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of commercial general liability insurance, including a contractual liability endorsement and personal injury liability coverage, from an insurer reasonably acceptable to the other Party, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement Areas with a combined single limit of not less than $[NUMBER] with respect to the Easement Areas and such Party's use therein. Each Party and its agents, contractors, tenants, and any other third parties required by such Party shall be named as additional insureds on the other Party's insurance policies. Each Party shall furnish to the other Party within five (5) days of request (a) a certificate of insurance evidencing the foregoing coverages and providing that such insurance policy may not be cancelled on less than thirty (30) days' prior written notice to the other party; and (b) proof of payment of the insurance premium. All such insurance may be subject to commercially reasonable deductibles.

11.2. Property Insurance. Grantor shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy commercial fire and casualty insurance covering the Parking Garage in amount equal to the full replacement value of the Parking Garage. The costs of Grantor's property insurance for the Parking Garage shall be a part of Operating Costs and shall be paid by Grantee in accordance with Section 1.8.

11.3. Other Insurance. Each Party shall maintain, at its expenses, worker's compensation insurance to the extent required by state law according to statutory limits.

11.4. Waiver of Subrogation. Each Party shall each include in all policies of insurance respectively obtained by them pursuant to this Agreement a waiver by the insurer of all right of subrogation against the other Party in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by the primary insured. To the full extent permitted by law, each Party waives all right of recovery against the other for, and agrees to release the other Party from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage that would be covered by the insurance required to be maintained under this Agreement by the Party seeking recovery.

SECTION 12. INDEMNIFICATION AND LIABILITY.

12.1. Grantee shall indemnify, defend, and hold Grantor and Grantor's successors, assigns, employees, agents, customers, tenants, licensees, and invitees ("**Grantor's Indemnitees**") harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor or Grantor's Indemnitees arising from or by reason of Grantee's and Grantee's Users' access to or use of the Easement Areas or breach of this

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Agreement, except to the extent caused by Grantor's or Grantor's Indemnitees' negligence or willful misconduct. Upon notice from Grantor, Grantee shall defend Grantor and its members, officers, agents, employees, and invitees, and their respective successors and assigns, in any action or proceeding brought in connection with any matter for which Grantee is obligated to indemnify as set forth above. THESE OBLIGATIONS SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.2. Grantor shall indemnify, defend, and hold Grantee and Grantee's Users harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantee or Grantee's Users arising from or by reason of Grantor's or Grantor's Indemnitees' access to or use of the Easement Areas or breach of this Agreement, except to the extent caused by Grantee's or Grantee's Users' negligence or willful misconduct. Upon notice from Grantee, Grantor shall defend Grantee, and its members, officers, agents, employees, and invitees and their respective successors and assigns, in any action or proceeding brought in connection with any matter for which Grantor is obligated to indemnify as set forth above. THESE OBLIGATIONS SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12.3. Grantor shall not be liable for any damage to the personal property of any party in the Parking Garage or theft thereof, nor shall Grantor be liable for any damage to the person or property of Grantee or other persons resulting from the act or neglect act of any other invitee, tenant, occupant, guest, visitor, licensee, or other person entering upon the Parking Garage. Furthermore, Grantor shall not be responsible for loss or damage occurring on or about the individual allocated parking space, the Required Parking Spaces, or the Parking Garage to automobiles, vehicles or accessories, or the contents thereof, caused by theft, collision, water, wind, storm or any other cause(s) other than the negligence or willful misconduct of Grantor. To the extent Grantor elects to provide attendants or concierge services or enters an agreement, whether formal or informal, with a third party to provide similar services, any use of said services by Grantee or Grantee's Users shall be at the vehicle owner's or operator's sole risk and shall not render Grantor liable for any resulting losses or damages, and Grantee hereby releases any and all losses, claims or liability that may result from such use. Parking of vehicles in an individual allocated parking space or anywhere in or on the Required Parking Spaces or Parking Garage shall not create a bailment between Grantor and the owner of the vehicle.

12.4. Grantor shall not be liable for any personal injury, death, disablement, or bodily harm sustained by any person, including without limitation by Grantee or Grantee's Users or other tenants, or other persons as a result of, or in connection with, the use of an individual allocated parking space, the Required Parking Spaces, or the Parking Garage, except to the extent caused by the negligence or willful misconduct of Grantor.

SECTION 13. ABANDONMENT.

The Easement shall not be presumed abandoned by nonuse unless Grantee states its intention to abandon the Easement in writing. For the purposes of this Section, "abandon" shall mean nonuse of the Easement.

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SECTION 14. CASUALTY AND EMINENT DOMAIN.

14.1 Damage or Destruction. In the event of damage or destruction to the Parking Garage by fire or other event, Grantor shall, at its expense, promptly repair or replace the Parking Garage to the same condition as existed prior to the damage or destruction (the "**Restoration**"). Grantor shall have the benefit of all proceeds of its insurance policies and proceeds for such Restoration. If such damage is not capable of being promptly repaired, then Grantor shall give written notice (a "Restoration Election Notice") to Grantee within thirty (30) days after the occurrence of such casualty specifying the anticipated completion date of the Restoration. In the event that Grantor fails to commence such Restoration within six (6) months from the date of the casualty, Grantee may elect to take such actions as are reasonably necessary to rebuild and restore such damage to the extent necessary to restore Grantee's access to, and ability to use, the Required Parking Spaces, in which case Grantor shall reimburse Grantee for all actual and verifiable costs and expenses incurred by Grantee in performing such actions (and Grantor hereby grants to Grantee a license to enter the Parking Garage for such purposes). If the Parking Garage is damaged by fire or other casualty resulting from any gross negligence or willful misconduct of Grantee, or any of Grantee's Users, Grantee shall be responsible for any costs of repair not covered by insurance. Notwithstanding the foregoing, Grantor shall have no duty to repair or restore the Parking Garage if the damage is due to an uninsurable casualty or if insurance proceeds are insufficient to pay for such Restoration. Grantor's obligation to repair or replace the Parking Garage following damage or destruction is conditioned upon all lenders with a lien on the Parking Garage making all insurance proceeds available for such repair or replacement.

14.2 Condemnation. If all of the Parking Garage is taken under the power of eminent domain (or by conveyance in lieu thereof), then this Agreement shall terminate as of the date possession is taken by the condemnor. If only a portion of the Parking Garage is taken, then this Agreement will not terminate, and Grantee's Pro Rata Share shall be recalculated based upon the number of parking spaces in the Parking Garage after such partial taking. The Parties shall be entitled to receive the condemnation award for the taking based upon Grantee's Pro Rata Share prior to such taking.

SECTION 15. MISCELLANEOUS

15.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and supersedes all prior understandings and writings regarding such matters between the Parties.

15.2. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each Party hereto.

15.3. No Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any option, right, or remedy contained in this Agreement shall not be construed as a waiver or as relinquishment for the future of such provision, option, right, or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

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15.4. Headings. Headings of sections and paragraphs of this Agreement are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular sections or paragraphs to which they refer.

15.5. Severability. If any clause or provision of this Agreement is or becomes invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected by such invalidity or unenforceability and shall be enforced to the greatest extent permitted by law.

15.6. Force Majeure. Neither party shall be liable for any failure to perform its nonmonetary obligations under this Agreement, other than Grantor's granting of the Easements, due to any cause beyond its reasonable control, such as war, riot, civil disturbance, strike, labor disputes, embargoes, natural disasters, unavailability of materials, failure of power, prohibitive governmental regulations, adverse weather events, earthquakes, pandemic, or any other cause or contingency similarly beyond its control. Lack of adequate funds, increases in material prices, or financial inability to perform shall not be deemed to be a cause beyond the control of a party.

15.7. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the non-prevailing party shall pay the fees of the arbitrator and the cost of the arbitration. If neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

15.8. Governing Law; Submission to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Each party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in the State of Tennessee unless such actions or proceedings are required to be brought in another court to obtain subject matter jurisdiction over the matter in controversy. To the extent permitted by law, each party hereto irrevocably waives any right any party hereto may have to assert the doctrine of *forum non conveniens*, to assert that any party hereto is not subject to the jurisdiction of the aforesaid courts, or to object to venue to the extent any proceeding is brought in accordance with this section. Service of process, sufficient for personal jurisdiction in any action against any party hereto, may be made by registered or certified mail, return receipt requested, to any such party's address indicated in Section 13.9 of this Agreement.

15.9. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally-recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered U.S. Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the U.S. Postal Service; or (d) electronic transmission (facsimile or email), provided that the transmission is completed no later than 5:00 P.M. Central Time on a business day and the original is also sent via overnight courier or U.S. Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

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To Grantor:	Name: Address: Telephone: Facsimile: Email:
with a copy to:	Name: Address: Telephone: Facsimile: Email:
To Grantee:	Name: Address: Telephone: Facsimile: Email:
with a copy to:	Name: Address: Telephone: Facsimile: Email:

Any party may change its address for purposes of this Section 13.9 by giving written notice as provided in this Section 13.9. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 13.9.

15.10. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15.11. Further Cooperation. Each signatory to this Agreement agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this Agreement.

15.12. Mechanic's Liens.

a. Grantee shall not cause, suffer, permit, or permit its employees, agents, contractors, affiliates, customers, guests, or invitees to cause, any mechanic's and materialmen's liens or other liens to attach to Section 2. Grantee will indemnify and hold Grantor harmless and against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should Grantee fail fully to discharge any such lien or claim, Grantor may, at Grantor's sole option, pay the same or any part

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thereof, and all amounts so paid by Grantor, together with interest thereon, shall be repaid by Grantee.

b. All contractors, materialmen, mechanics and laborers are hereby charged with notice that they must look to Grantee only for the payment of any charge for work done or materials furnished on the Section 2.

[*Signature Pages Follow*]

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

HILLSBORO RESIDENTIAL, LLC

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of Hillsboro Residential, LLC, a Tennessee limited liability company, the within named bargainor, and that he/she as such _____, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his/her name as _____ of the limited liability company.

Witness my hand, at office, this ___ day of _____, 202__.

_____
Notary Public

My commission expires: _____

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

_____

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, a _____, the within named bargainor, and that he/she as such _____, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his/her name as _____ of the _____.

Witness my hand, at office, this ___ day of _____, 202__.

_____
Notary Public

My commission expires: _____

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

The undersigned enters into this Agreement for the sole purpose of subordinating its right, title and interest in and under the _____, of record at _____ in the Register's Office for Rutherford County, Tennessee ("Register's Office"), the _____ of record at _____ in the Register's Office and the _____ of record at _____ in the Register's Office in and to this Agreement.

SECURED LENDER:

_____

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, a _____, the within named bargainor, and that he/she as such _____, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his/her name as _____ of the _____.

Witness my hand, at office, this ___ day of _____, 202__.

_____

Notary Public

My commission expires: _____

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EXHIBIT C

SALE AGREEMENTS

Docusign Envelope ID: B711059A-A19B-4D37-9BBB-BCD6EAA9991F

SUBSTANTIALLY COMPLETE

PURCHASE AND SALE AGREEMENT

Section 1

This Purchase and Sale Agreement Section 1 ("Agreement ") is entered into as of the _____ day of _____ 2025 ("Effective Date") by and between the CITY OF MURFREESBORO, TENNESSEE, a municipal corporation ("City"), and HILLSBORO RESIDENTIAL, LLC ("Developer"). The City and Developer are sometimes referred to as a "Party" or collectively as the "Parties."

WHEREAS, the City owns certain real estate located on the North side of NW Broad Street and South of the City Hall Plaza, in the City of Murfreesboro, Rutherford County, Tennessee, containing approximately 3.411+/- acres total, and identified as "S-1" on the document attached hereto and incorporated herein as **Exhibit A**, together with all appurtenances, rights, privileges, easements and advantages belonging thereto (collectively, the "Property"); and

WHEREAS, subject to the terms and conditions hereof, the City desires to sell the Property to the Developer, and Developer desires to purchase the Property from the City, subject to the reservation by the City of an easement to be used in connection with the construction of a pedestrian bridge over NW Broad Street and the other terms and conditions of a certain Development and Tax Incentive Project Agreement (the "Development Agreement"), of even date herewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. INCORPORATION OF RECITALS; RELATION TO DEVELOPMENT AGREEMENT

A. The foregoing recitals are incorporated into and shall constitute part of this Amended Purchase and Sale Agreement.

B. The terms, conditions, and commitments contained in the Development Agreement, including certain rights of the City to require reconveyance of the Property to the City in certain events, shall survive Closing of this Agreement and remain in full force and effect according to their terms.

2. SURVEY AND PLAT; ENVIRONMENTAL ASSESSMENT

A. Developer has caused an ALTA Survey, dated December 8, 2023, labeled Northwest Broad St. Keystone (herein referred to as the "Original Survey"), of the Plan Area (as defined in the Amended and Restated Economic Impact Plan for Project Keystone Development Area) and of the Property to be made by David A. Parker, R.L.S., of SEC, Inc., to determine the true and accurate boundary lines and legal description and square feet of the Property. In addition, the Original Survey shall be updated to a more current date and certified to Developer and Seller, among others (the "Survey") to include and identify an easement area at the northwest corner of the intersection of NW Broad Street and S Church Street to be used in connection with a pedestrian

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bridge to be constructed across NW Broad Street ("Pedestrian Bridge Easement"). Developer shall promptly advise the City in writing of any objections to any matters raised by the Survey. If all such objections are not resolved to the satisfaction of Developer prior to the Closing Date, Developer may terminate this Agreement upon written notice to the City, and each party shall be released for the terms and provisions hereof.

B. Developer shall ensure that the Survey is made and delivered to the City within sixty (60) days of the Effective Date. Said Survey shall be prepared in a manner satisfactory to a title company selected by Developer to issue its title insurance for the Property (the "Title Company") to delete the standard survey exception.

C. Developer shall submit a Plat of the Property (the "Plat") to the City within seventy-five (75) days of the Effective Date so that the City can consider the issuance of all required approvals and record the Plat at least fifteen (15) days before Closing (as hereinafter defined).

D. Developer may, at Developer's expense, order a written Phase I Environmental Assessment ("Assessment") of the Property conducted by an environmental professional, acceptable to Developer, having experience in the preparation of such Assessments, and who is licensed in Tennessee and qualified to perform Phase I Environmental Assessments. If the Assessment discloses any recognized environmental condition, then Developer may elect, by written notice to the City before the Closing Date, either to (i) terminate this Agreement, or (ii) waive all environmental issues and proceed with Closing hereunder as if said environmental issues did not exist.

3. CONVEYANCE; TITLE COMMITMENT

A. In consideration of the covenants contained herein, and other good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, City agrees to sell and convey and Developer agrees to purchase the Property, together with all appurtenances, rights, privileges, easements, and hereditaments belonging thereto, and further subject the Pedestrian Bridge Easement, as generally depicted in **Exhibit B**, for the benefit of the City and, if required, the State of Tennessee Department of Transportation.

B. Developer shall order a Title Commitment (the "Commitment") for the Property from a Title Company of Developer's choosing. Developer shall promptly advise the City in writing of any objections to any encumbrances revealed by the Commitment. If all such objections are not resolved to the satisfaction of Developer prior to the Closing Date, Developer may terminate this Agreement upon written notice to the City.

C. Without limiting the foregoing, Developer acknowledges the current existence of utilities and easements on the Property. Developer further acknowledges that the Property has been redeveloped numerous times over the years and that a variety of easements, utilities, structures and debris may be discovered upon excavation and construction of the intended improvements, and that existing utilities may need to be replaced or re-routed.

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4. CONSIDERATION

The consideration for the conveyance of the Property by the City shall be the following payment, covenants, and commitments of Developer:

A. Developer shall pay the amount of Three Million Twenty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars ($3,023,158.00) in immediately available funds to the City for the Property at Closing; and

B. Developer shall design and construct improvements on the Property in accordance with the Development Agreement. This covenant shall survive the Closing.

5. CLOSING

A. The closing ("Closing") of the conveyance of the Property shall be held on or before the tenth (10^{th}) day after the Developer and City each have confirmed that the conditions to their obligations to close, as respectively set forth in Sections 10 and 11, have been satisfied or such earlier date as may be mutually agreed upon by the parties. This date, together with any extensions thereof, shall be referred to as the "Closing Date," which shall occur no later than February 15, 2027, subject for a day-for-day extension due to an event of Force Majeure, as defined in the Development Agreement. The Closing shall be held in the offices of the City Attorney for the City of Murfreesboro at 111 West Vine Street, Murfreesboro, Tennessee, or such other location as shall be mutually agreed upon by City and Developer. On the Closing Date all papers legally required to carry out the terms of this Agreement with respect to the Property shall be executed and delivered.

B. The Property is currently exempt from ad valorem taxes, so they shall not be prorated as of the date of the Closing.

6. RESERVED

7. CONVEYANCE DOCUMENTS

On the Closing Date, the City and Developer, as applicable, shall execute and deliver to each other the following documents and such other documents and instruments of assignment and transfer as each party may reasonably require from the other in form and substance reasonably acceptable to the party from whom same is requested.

A. City shall execute and deliver to Developer a good and valid Special Warranty Deed in form and substance reasonably acceptable to the City and to Developer, conveying to Developer good and marketable fee simple title to the Property, without exceptions except as such exceptions may be approved by Developer, and retaining the City's right to repurchase the Property as recited in the Development Agreement. If Developer does not approve the exceptions, its sole remedy shall be to terminate this Agreement and the Development Agreement.

B. City shall execute and deliver to Developer an owner's affidavit or other documentation sufficient to allow title to the Property to be insured to Developer without

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exceptions for liens for services, labor, or materials, or for rights or claims of parties in possession not shown by the public records.

C. The Parties acknowledge that as the Site Plan for the Property is finalized, easements will need to be created both from the City's remaining property to Developer and from Developer to the City or other utility providers for access, parking, signage, water, sanitary sewer, stormwater, electricity, cable/data transmission, and other utilities and functions. Developer and the City agree to negotiate in good faith with respect to the location, size and other matters related to such easements, and to execute such easements as are reasonably necessary to facilitate the development of the Property and Section 2 and Section 3 as defined in the Development Agreement.

8. CLOSING COSTS

A. City shall be responsible for the payment of: (1) all fees, costs and expenses incurred by City in connection with or relating to City's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by City, except as specified herein; and (2) City's attorneys' fees for the Closing (but excluding the preparation and approval of the Development Agreement and the related Economic Impact Plan, a portion of the cost thereof to be borne by the Developer).

B. Developer shall be responsible for the payment of: (1) the costs of any title commitment obtained by Developer and the premiums for any policy of title insurance issued pursuant thereto; (2) all costs incurred by Developer in preparation for the Development Agreement, the related Economic Impact Plan, and this Agreement; (3) all recording fees, costs, taxes and charges incurred in connection with recording the deed from City to Developer; (4) except as otherwise set forth herein, all fees, costs and expenses incurred by Developer in connection with or relating to Developer's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by Developer; and (5) Developer's attorneys' fees.

C. The provisions of this Section 8 shall survive the Closing and delivery of the deed.

9. REAL ESTATE COMMISSIONS AND FEES

Under no circumstances shall City or Developer be responsible in whole or in part for any real estate commission or fee in connection with the conveyance of the Property. Each Party represents and warrants to the other that no real estate broker or agent other is entitled to the payment of a commission or other compensation with respect to the actions of such Party in connection with the execution of this Agreement or the conveyance of the Property . To the extent permitted by law, each Party shall indemnify and save the other Party wholly harmless against any loss, cost or other expense, including reasonable attorney's fees that may be incurred by such other Party by reason of any breach of the foregoing warranty.

10. CONDITIONS TO DEVELOPER'S OBLIGATION TO CLOSE

The obligation of Developer to close the acquisition of the Property from the City is subject to the following conditions precedent. If Developer is unable to confirm the satisfaction of any of

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the following conditions, and does not elect to waive the same, Developer may terminate this Agreement:

A. On the Closing Date, City shall have fulfilled all covenants and agreements of City contained herein, and all representations and warranties of City contained herein shall be true and accurate;

B. On or before the Closing Date, Developer shall have closed the purchase of the WGNS Property (as defined in the Development Agreement) from Rutherford Group, Inc.;

C. On or before the Closing Date, PUD Zoning for the Property, Section 2 and Section 3 shall have received final approval from the City Council;

D. On or before the Closing Date, the TIF shall have received final approval from all necessary Parties;

E. On the Closing Date, there shall not be any litigation, claim, demand, order, decree, action, proceeding, statute, rule or regulation passed, adopted, issued or proposed by, or pending or threatened by or before, any legislative body or judicial or administrative court or government or governmental agency or other regulatory or administrative authority which could materially and adversely affect Developer's ability to accept the Property and to develop the Property, provided, however, that this condition precedent shall not be affected by City's imposition of any special taxing district or agreement which does not increase the amount of tax to be paid by Developer or subsequent owners or tenants of the Property;

F. On the Closing Date, the Title Company shall be prepared to issue a title policy insuring Developer's interest in the Property, subject only to those matters that Developer has approved;

G. The City shall have discharged any and all liens and encumbrances against the Property except for title exceptions approved by Developer; and

H. As of the Closing Date, all of the City's representations and warranties shall remain true and correct in all material respects.

11. CONDITIONS TO CITY'S OBLIGATION TO CLOSE

The obligation of City to close the acquisition of the Property by the Developer is subject to the following conditions precedent. If the City is unable to confirm the satisfaction of any of the following conditions, and does not elect to waive the same, the City may terminate this Agreement:

A. On the Closing Date, Developer shall have performed all covenants and agreements of Developer contained herein, and all representations and warranties of Developer contained herein shall be true and accurate;

B. On or before the Closing Date, Developer shall have closed the purchase of the WGNS Property (as defined in the Development Agreement) from Rutherford Group, Inc.;

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C. On or before the Closing Date, PUD Zoning for the Property, Section 2 and Section 3 shall have received final approval from the City Council;

D. On or before the Closing Date, the TIF shall have received final approval from all necessary Parties;

E. On the Closing Date, there shall not be any litigation, claim, demand, order, decree, action, proceeding, statute, rule or regulation passed, adopted, issued or proposed by, or pending or threatened by or before, any legislative body or judicial or administrative court or government or governmental agency or other regulatory or administrative authority which could materially and adversely affect City's ability to convey the Property to Developer;

F. City Manager having received reasonable adequate assurances to the City, the acceptance of which the City will not unreasonably withhold, that Developer has sufficient financial commitments to complete all of the Required Work and Components for Section 1; and

G. As of the Closing Date, all of Developer's representations and warranties shall remain true and correct in all material respects.

12. AUTOMATIC TERMINATION

The Parties agree that if the Development Agreement is terminated prior to Closing for any reason, this Agreement shall automatically terminate.

13. COVENANTS, REPRESENTATIONS AND WARRANTIES OF CITY

City covenants, represents, and warrants to Developer that:

A. City has not received or issued any actual notice that the Property, individually or collectively, are not in compliance with any applicable statute, ordinance, rule, regulation, requirement, or code.

B. City has not and is not presently using, and, to the best of City's actual knowledge, based solely upon the information contained in the Phase I Environmental Report supplied to Developer, no person or entity has used the Property for the storage, disposal, treatment or release of hazardous substances, hazardous waste or hazardous material, as such terms are defined in any applicable statute, ordinance, rule, regulation, requirement or code, the removal of which is required or the maintenance of which is prohibited or penalized thereby, and the Property are free of all such hazardous substances, waste and material.

C. There are no encumbrances, liens, or charges of any kind upon the Property which will not be satisfied and discharged in full by City and released, on or before or as soon as reasonably possible after the Closing Date, in form reasonably satisfactory to Developer.

D. After the Effective Date, City will not enter into any contract, agreement or other arrangement, written or oral, relating to the ownership, use or operation of the Property, which will unreasonably interfere with Developer's intended use of the Property .

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E. There is no pending nor, to the best of City's actual knowledge, threatened litigation that does or will materially and adversely affect the Property or their value or that does or will materially and adversely affect City and its ownership of the Property .

F. There are no taxes or assessments on the Property that are presently due and payable.

G. The Property is not located within a special sanitary sewer assessment district and are not subject to the payment of a sewer assessment fee.

H. The City will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations.

I. City agrees that the truthfulness of each of the foregoing representations and warranties in all material respects, as of the Effective Date and as of the Closing date, is a condition precedent (*i.e.*, a Closing Condition) to the performance by Developer of its obligations under this Agreement. If any of the foregoing representations and warranties are not true when made in all material respects, or if any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event that is within the reasonable control of City, Developer may consider such misrepresentation to be a default under this Agreement, entitling Developer to pursue the remedies set forth in Section 15. If any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event beyond the reasonable control of City, then Developer shall not be entitled to consider the untruth of the representation or warranty as an event of default under this Agreement, but instead Developer may, at its election and as its sole remedy, terminate this Agreement by delivery of written notice to City, and thereafter this Agreement shall be null and void and neither party shall have any further obligations or liabilities hereunder, except for the those that expressly survive termination. The representations and warranties of City set forth in this Section 13 shall survive the Closing for a period of six (6) months.

J. Except as expressly set forth in this Agreement, the Property are being sold and conveyed "AS IS" and "WITH ALL FAULTS" and City has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability or zoning of the Property, or with respect to use and occupancy restrictions, compliance with Environmental Laws, and all legal requirements affecting or relating to the Property. Developer acknowledges that, except as expressly set forth in this Agreement, no such representations or warranties, express or implied, have been made. The terms and covenants of this paragraph shall survive the Closing and the delivery of the Deed for the Property or any termination of this Agreement.

14. COVENANTS, REPRESENTATIONS AND WARRANTIES OF DEVELOPER

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Developer covenants, represents, and warrants to City that:

A. Developer intends to use the Property for the purposes described in the Development Agreement.

B. Developer understands that, at any time, the Property may be made subject to a governmental district, zone or agreement dedicating or allocating sales taxes, property taxes or other tax proceeds generated on or from the Property or uses thereof, for a special use or uses and Developer agrees for itself and, by inclusion of a provision in all subsequent deeds or leases of the Property , for any and all future owners and tenants of its Property to consent and raise no objection to any such district, zone or agreement, provided said action does not prevent Developer from developing the Property for its intended purpose and provided further that said action does not increase the amount of tax paid by Developer or subsequent owners or tenants of the Property .

C. Developer acknowledges that City shall have no obligation in its capacity as a municipal government to take any action, or to refrain from taking any action, or to waive any fee or procedure to which Developer's proposed use or development of the Property would be subject if the Property were being sold by a private person or entity rather than a municipal government. Approval of this Agreement or any of its terms or provisions by the City shall not in any way function as a substitute for any approval of any use or development of the Property by Developer which is otherwise required by local, state, or federal law.

D. By executing this Agreement Developer is representing that he is not directly or indirectly owned by any member of the Murfreesboro City Council, by any member of the Murfreesboro Gateway Commission, or by any officer of the City (said term to include the City Manager, City Recorder, City Treasurer, City Judge and City Attorney) or by any of the City's negotiators or representatives, including but not limited to the Rutherford County Chamber of Commerce Economic Development Director and the Assistant City Manager. Developer represents and commits that no compensation, kickback, gratuity, or other payment or gift of value has been or will be made by Developer or any intended owner or tenant of the Property to any of the individuals mentioned hereinabove; ordinary campaign contributions are not hereby prohibited.

E. Developer will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations.

F. The covenants, warranties and provisions set forth in the foregoing provisions are clearly intended to survive the closing as provided in this Section 14(F), shall not merge into the documentation from this transaction, and shall survive the closing of this transaction and shall survive until substantial completion of the Project as defined in the Development Agreement. Developer shall notify City of any material change which occurs in or pertaining to the foregoing warranties and representations from the date hereof through the Closing Dates.

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15. DEFAULT PRIOR TO CLOSING

If either party breaches this Agreement, or any of the provisions herein, or if any representation or warranty made by a party in this Agreement is untrue, false or incorrect, or if a party shall not have performed any of that party's obligations herein set forth prior to the Closing Date, then the other party shall be entitled, as its sole and exclusive remedy at law or in equity, to:

A. Close the contemplated transaction, thereby waiving such breach, default, or failure; or

B. Postpone closing hereunder for thirty (30) days, or such longer period of time as the non-breaching party may designate (not to exceed 90 days unless further extended by mutual agreement), during which time any such breach, default or failure shall be cured by the breaching party and if not then cured, the non-breaching party may elect either Section 15.A. above or terminate this Agreement. If Developer elects to terminate, City and Developer shall be released from further liability to each other under this Agreement.

16. CONDEMNATION

A. If on or before the Closing Date a Substantial Portion, as hereinafter defined, of the Property becomes the subject of a pending or threatened condemnation or similar proceeding or is taken through any power of eminent domain, this Agreement shall be null and void, and City and Developer shall be released from further liability to each other under this Agreement. The term "Substantial Portion" shall mean a portion of the Property which will render the Property unsuitable for development as intended by Developer under the Development Agreement, if taken by a governmental entity and dedicated to the public use that is the basis for such taking.

B. If on or before the Closing Date less than a Substantial Portion of the Property become the subject of a pending or threatened condemnation or similar proceeding, or is taken through any power of eminent domain, Developer shall have the option, exercisable by written notice to City on or before the earlier of: (a) the Closing Date; or (b) the expiration of thirty (30) calendar days after Developer's receipt of notice of such taking or pending or threatened condemnation or similar proceeding, either: (i) to terminate this Agreement in which event City and Developer shall be released from further liability to each other under this Agreement; or (ii) to close the purchase of the Property under the terms hereof, in which event City shall: (a) assign to Developer all of City's right, title and interest in and to such pending or threatened condemnation or similar proceeding and all sums payable to City in connection therewith; and (b) fully cooperate with Developer in Developer's defense and settlement of such pending or threatened condemnation or similar proceeding.

17. APPLICABLE LAW

The validity, construction, interpretation and performance of this Agreement shall always be governed in accordance with procedural and substantive laws of the State of Tennessee, notwithstanding any choice of law, principle or rule of law to the contrary, and venue for any action concerning any aspect of this Agreement or either party's performance hereunder shall be in the Circuit or Chancery Courts for Rutherford County, Tennessee.

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18. TIME

Time is of the essence of this Agreement. Should the day for performing any act hereunder fall on a Saturday, Sunday or legal holiday, performance of the act on the next business day shall be timely. In the event an event of Force Majeure as defined in the Development Agreement impacts City's or Developer's ability to timely perform an element of this Agreement, each agrees it shall consider a reasonable extension of the time for such performance.

19. RESERVED

20. REPRESENTATION BY COUNSEL

Developer acknowledges that it is and has been represented by legal counsel in the negotiation and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of Developer on the basis that it was drafted by City or on the basis that City is a governmental entity. It shall be construed, in the event interpretation is necessary, with due consideration for the representations made by Developer, both oral and written, to City and to City's representatives, the Murfreesboro Gateway Commission, and the Murfreesboro City Council. Developer shall be deemed to be fully familiar with City's laws and regulations applicable to the Property and City shall have no special duty to specifically disclose or discuss its laws and regulations applicable to land development with Developer.

21. NOTICES TO CITY AND DEVELOPER

A. Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the date of delivery or first attempted delivery if sent by certified or registered mail (in each case, return receipt requested, postage pre-paid).

B. Notices must be sent to the respective Parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

CITY
City Manager
City of Murfreesboro
11 W. Vine Street
Murfreesboro, TN 37130
dgore@murfreesborotn.gov

WITH A COPY TO
City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
atucker@murfreesborotn.gov and
dives@murfreesborotn.gov

DEVELOPER
Hillsboro Residential, LLC
Attn: Todd Siefert
5100 Maryland Way

WITH A COPY TO
BLVD Capital, LLC
Attn: James Darter
P.O. Box 280898

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Brentwood TN 37027
todd@hillsbororesidential.com

Nashville, TN 37208
jim@blvdcapital.com and palmer@blvdcapital.com

22. EFFECTIVE DATE

This Agreement shall take effect and become legally binding as of the Effective Date provided that this Agreement shall have no force or effect until approved by the Murfreesboro Planning Commission and the Murfreesboro City Council.

IN WITNESS WHEREOF, this Agreement has been executed by City and Developer on the dates set forth below their respective signatures hereto.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Date:_____

HILLSBORO RESIDENTIAL, LLC
By: BLVD Capital, LLC

By:_____
James Darter, Member
Date:_____

ATTEST:

_____
Erin Tucker, City Recorder

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APPROVED AS TO FORM:

_____

Adam F. Tucker, City Attorney

Approved by Murfreesboro Planning Commission:_____, 2025.

Approved by Murfreesboro City Council: _____, 2025.

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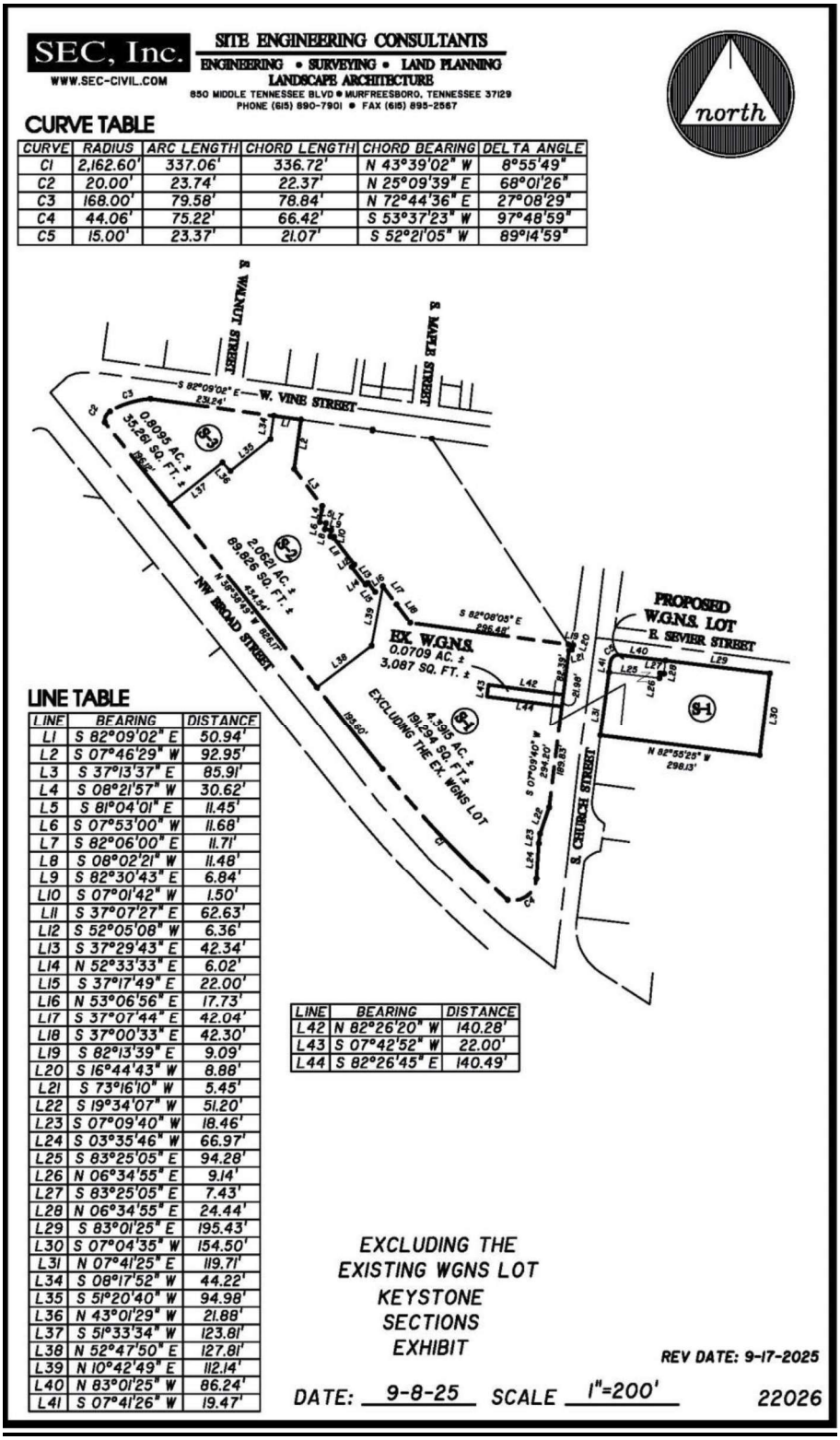
Exhibit A
Property Description



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PURCHASE AND SALE AGREEMENT

Section 2

This Purchase and Sale Agreement Section 1 ("Agreement ") is entered into as of the _____ day of _____, 2025 ("Effective Date") by and between the CITY OF MURFREESBORO, TENNESSEE, a municipal corporation ("City"), and HILLSBORO RESIDENTIAL, LLC ("Developer"). The City and Developer are sometimes referred to as a "Party" or collectively as the "Parties."

WHEREAS, the City owns certain real estate located on the North side of NW Broad Street and South of the City Hall Plaza, in the City of Murfreesboro, Rutherford County, Tennessee, containing approximately 2.0621+/- acres total, and identified as "S-2" on the document attached hereto and incorporated herein as **Exhibit A**, together with all appurtenances, rights, privileges, easements and advantages belonging thereto (collectively, the "Property"); and

WHEREAS, subject to the terms and conditions hereof, the City desires to sell the Property to the Developer, and Developer desires to purchase the Property from the City, subject to the reservation by the City of an easement to be used in connection with the construction of a pedestrian bridge over NW Broad Street and the other terms and conditions of a certain Development and Tax Incentive Project Agreement (the "Development Agreement"), of even date herewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. INCORPORATION OF RECITALS; RELATION TO DEVELOPMENT AGREEMENT

A. The foregoing recitals are incorporated into and shall constitute part of this Amended Purchase and Sale Agreement.

B. The terms, conditions, and commitments contained in the Development Agreement, including certain rights of the City to require reconveyance of the Property to the City in certain events, shall survive Closing of this Agreement and remain in full force and effect according to their terms.

2. SURVEY AND PLAT; ENVIRONMENTAL ASSESSMENT

A. Developer has caused an ALTA Survey, dated December 8, 2023, labeled Northwest Broad St. Keystone (herein referred to as the "Original Survey"), of the Plan Area (as defined in the Amended and Restated Economic Impact Plan for Project Keystone Development Area) and of the Property to be made by David A. Parker, R.L.S., of SEC, Inc., to determine the true and accurate boundary lines and legal description and square feet of the Property. In addition, the Original Survey shall be updated to a more current date and certified to Developer and Seller, among others (the "Survey") to include and identify an easement area at the northwest corner of the intersection of NW Broad Street and S Church Street to be used in

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connection with a pedestrian bridge to be constructed across NW Broad Street ("Pedestrian Bridge Easement"). Developer shall promptly advise the City in writing of any objections to any matters raised by the Survey. If all such objections are not resolved to the satisfaction of Developer prior to the Closing Date, Developer may terminate this Agreement upon written notice to the City, and each party shall be released for the terms and provisions hereof.

B. Developer shall ensure that the Survey is made and delivered to the City within sixty (60) days of the Effective Date. Said Survey shall be prepared in a manner satisfactory to a title company selected by Developer to issue its title insurance for the Property (the "Title Company") to delete the standard survey exception.

C. Developer shall submit a Plat of the Property (the "Plat") to the City within seventy-five (75) days of the Effective Date so that the City can consider the issuance of all required approvals and record the Plat at least fifteen (15) days before Closing (as hereinafter defined).

D. Developer may, at Developer's expense, order a written Phase I Environmental Assessment ("Assessment") of the Property conducted by an environmental professional, acceptable to Developer, having experience in the preparation of such Assessments, and who is licensed in Tennessee and qualified to perform Phase I Environmental Assessments. If the Assessment discloses any recognized environmental condition, then Developer may elect, by written notice to the City before the Closing Date, either to (i) terminate this Agreement, or (ii) waive all environmental issues and proceed with Closing hereunder as if said environmental issues did not exist.

3. CONVEYANCE; TITLE COMMITMENT

A. In consideration of the covenants contained herein, and other good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, City agrees to sell and convey and Developer agrees to purchase the Property, together with all appurtenances, rights, privileges, easements, and hereditaments belonging thereto, and further subject the Pedestrian Bridge Easement, as generally depicted in **Exhibit B**, for the benefit of the City and, if required, the State of Tennessee Department of Transportation.

B. Developer shall order a Title Commitment (the "Commitment") for the Property from a Title Company of Developer's choosing. Developer shall promptly advise the City in writing of any objections to any encumbrances revealed by the Commitment. If all such objections are not resolved to the satisfaction of Developer prior to the Closing Date, Developer may terminate this Agreement upon written notice to the City.

C. Without limiting the foregoing, Developer acknowledges the current existence of utilities and easements on the Property. Developer further acknowledges that the Property has been redeveloped numerous times over the years and that a variety of easements, utilities, structures and debris may be discovered upon excavation and construction of the intended improvements, and that existing utilities may need to be replaced or re-routed.

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4. CONSIDERATION

The consideration for the conveyance of the Property by the City shall be the following payment, covenants, and commitments of Developer:

A. Developer shall pay the amount of Three Million Twenty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars ($3,023,158.00) in immediately available funds to the City for the Property at Closing; and

B. Developer shall design and construct improvements on the Property in accordance with the Development Agreement. This covenant shall survive the Closing.

5. CLOSING

A. The closing ("Closing") of the conveyance of the Property shall be held on a date after the Developer and City each have confirmed that the conditions to their obligations to close have been satisfied, as respectively set forth in Sections 10 and 11, which date shall be selected by the Developer on not less than thirty (30) day's prior written notice to the Seller, or such earlier date as may be mutually agreed upon by the parties. This date, together with any extensions thereof, shall be referred to as the "Closing Date," which Closing Date shall occur no later than August 16, 2027, subject for a day-for-day extension due to an event of Force Majeure, as defined in the Development Agreement. The Closing shall be held in the offices of the City Attorney for the City of Murfreesboro at 111 West Vine Street, Murfreesboro, Tennessee, or such other location as shall be mutually agreed upon by City and Developer. On the Closing Date all papers legally required to carry out the terms of this Agreement with respect to the Property shall be executed and delivered.

B. The Property is currently exempt from ad valorem taxes, so they shall not be prorated as of the date of the Closing.

6. RESERVED

7. CONVEYANCE DOCUMENTS

On the Closing Date, the City and Developer, as applicable, shall execute and deliver to each other the following documents and such other documents and instruments of assignment and transfer as each party may reasonably require from the other in form and substance reasonably acceptable to the party from whom same is requested.

A. City shall execute and deliver to Developer a good and valid Special Warranty Deed in form and substance reasonably acceptable to the City and to Developer, conveying to Developer good and marketable fee simple title to the Property, without exceptions except as such exceptions may be approved by Developer, and retaining the City's right to repurchase the Property as recited in the Development Agreement. If Developer does not approve the exceptions, its sole remedy shall be to terminate this Agreement and the Development Agreement.

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B. City shall execute and deliver to Developer an owner's affidavit or other documentation sufficient to allow title to the Property to be insured to Developer without exceptions for liens for services, labor, or materials, or for rights or claims of parties in possession not shown by the public records.

C. The Parties acknowledge that as the Site Plan for the Property is finalized, easements will need to be created both from the City's remaining property to Developer and from Developer to the City or other utility providers for access, parking, signage, water, sanitary sewer, stormwater, electricity, cable/data transmission, and other utilities and functions. Developer and the City agree to negotiate in good faith with respect to the location, size and other matters related to such easements, and to execute such easements as are reasonably necessary to facilitate the development of the Property and Section 2 and Section 3 as defined in the Development Agreement.

8. CLOSING COSTS

A. City shall be responsible for the payment of: (1) all fees, costs and expenses incurred by City in connection with or relating to City's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by City, except as specified herein; and (2) City's attorneys' fees for the Closing (but excluding the preparation and approval of the Development Agreement and the related Economic Impact Plan, a portion of the cost thereof to be borne by the Developer).

B. Developer shall be responsible for the payment of: (1) the costs of any title commitment obtained by Developer and the premiums for any policy of title insurance issued pursuant thereto; (2) all costs incurred by Developer in preparation for the Development Agreement, the related Economic Impact Plan, and this Agreement; (3) all recording fees, costs, taxes and charges incurred in connection with recording the deed from City to Developer; (4) except as otherwise set forth herein, all fees, costs and expenses incurred by Developer in connection with or relating to Developer's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by Developer; and (5) Developer's attorneys' fees.

C. The provisions of this Section 8 shall survive the Closing and delivery of the deed.

9. REAL ESTATE COMMISSIONS AND FEES

Under no circumstances shall City or Developer be responsible in whole or in part for any real estate commission or fee in connection with the conveyance of the Property. Each Party represents and warrants to the other that no real estate broker or agent other is entitled to the payment of a commission or other compensation with respect to the actions of such Party in connection with the execution of this Agreement or the conveyance of the Property . To the extent permitted by law, each Party shall indemnify and save the other Party wholly harmless against any loss, cost or other expense, including reasonable attorney's fees that may be incurred by such other Party by reason of any breach of the foregoing warranty.

10. CONDITIONS TO DEVELOPER'S OBLIGATION TO CLOSE

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The obligation of Developer to close the acquisition of the Property from the City is subject to the following conditions precedent. If Developer is unable to confirm the satisfaction of any of the following conditions, and does not elect to waive the same, Developer may terminate this Agreement:

A. On the Closing Date, City shall have fulfilled all covenants and agreements of City contained herein, and all representations and warranties of City contained herein shall be true and accurate;

B. On or before the Closing Date, Developer shall have closed the purchase of the WGNS Property (as defined in the Development Agreement) from Rutherford Group, Inc.;

C. On or before the Closing Date, PUD Zoning for the Property, Section 2 and Section 3 shall have received final approval from the City Council;

D. On or before the Closing Date, the TIF shall have received final approval from all necessary Parties;

E. On the Closing Date, there shall not be any litigation, claim, demand, order, decree, action, proceeding, statute, rule or regulation passed, adopted, issued or proposed by, or pending or threatened by or before, any legislative body or judicial or administrative court or government or governmental agency or other regulatory or administrative authority which could materially and adversely affect Developer's ability to accept the Property and to develop the Property, provided, however, that this condition precedent shall not be affected by City's imposition of any special taxing district or agreement which does not increase the amount of tax to be paid by Developer or subsequent owners or tenants of the Property;

F. On the Closing Date, the Title Company shall be prepared to issue a title policy insuring Developer's interest in the Property, subject only to those matters that Developer has approved;

G. The City shall have discharged any and all liens and encumbrances against the Property except for title exceptions approved by Developer; and

H. As of the Closing Date, all of the City's representations and warranties shall remain true and correct in all material respects.

11. CONDITIONS TO CITY'S OBLIGATION TO CLOSE

The obligation of City to close the acquisition of the Property by the Developer is subject to the following conditions precedent. If the City is unable to confirm the satisfaction of any of the following conditions, and does not elect to waive the same, the City may terminate this Agreement:

A. On the Closing Date, Developer shall have performed all covenants and agreements of Developer contained herein, and all representations and warranties of Developer contained herein shall be true and accurate;

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B. On or before the Closing Date, Developer shall have closed the purchase of the WGNS Property (as defined in the Development Agreement) from Rutherford Group, Inc.;

C. On or before the Closing Date, PUD Zoning for the Property, Section 2 and Section 3 shall have received final approval from the City Council;

D. On or before the Closing Date, the TIF shall have received final approval from all necessary Parties;

E. On the Closing Date, there shall not be any litigation, claim, demand, order, decree, action, proceeding, statute, rule or regulation passed, adopted, issued or proposed by, or pending or threatened by or before, any legislative body or judicial or administrative court or government or governmental agency or other regulatory or administrative authority which could materially and adversely affect City's ability to convey the Property to Developer;

F. City Manager having received reasonable adequate assurances to the City, the acceptance of which the City will not unreasonably withhold, that Developer has sufficient financial commitments to complete all of the Required Work and Components for Section 2; and

G. As of the Closing Date, all of Developer's representations and warranties shall remain true and correct in all material respects.

12. AUTOMATIC TERMINATION

The Parties agree that if the Development Agreement is terminated prior to Closing for any reason, this Agreement shall automatically terminate.

13. COVENANTS, REPRESENTATIONS AND WARRANTIES OF CITY

City covenants, represents, and warrants to Developer that:

A. City has not received or issued any actual notice that the Property, individually or collectively, are not in compliance with any applicable statute, ordinance, rule, regulation, requirement, or code.

B. City has not and is not presently using, and, to the best of City's actual knowledge, based solely upon the information contained in the Phase I Environmental Report supplied to Developer, no person or entity has used the Property for the storage, disposal, treatment or release of hazardous substances, hazardous waste or hazardous material, as such terms are defined in any applicable statute, ordinance, rule, regulation, requirement or code, the removal of which is required or the maintenance of which is prohibited or penalized thereby, and the Property are free of all such hazardous substances, waste and material.

C. There are no encumbrances, liens, or charges of any kind upon the Property which will not be satisfied and discharged in full by City and released, on or before or as soon as reasonably possible after the Closing Date, in form reasonably satisfactory to Developer.

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D. After the Effective Date, City will not enter into any contract, agreement or other arrangement, written or oral, relating to the ownership, use or operation of the Property, which will unreasonably interfere with Developer's intended use of the Property .

E. There is no pending nor, to the best of City's actual knowledge, threatened litigation that does or will materially and adversely affect the Property or their value or that does or will materially and adversely affect City and its ownership of the Property .

F. There are no taxes or assessments on the Property that are presently due and payable.

G. The Property is not located within a special sanitary sewer assessment district and are not subject to the payment of a sewer assessment fee.

H. The City will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations.

I. City agrees that the truthfulness of each of the foregoing representations and warranties in all material respects, as of the Effective Date and as of the Closing date, is a condition precedent (*i.e.*, a Closing Condition) to the performance by Developer of its obligations under this Agreement. If any of the foregoing representations and warranties are not true when made in all material respects, or if any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event that is within the reasonable control of City, Developer may consider such misrepresentation to be a default under this Agreement, entitling Developer to pursue the remedies set forth in Section 15. If any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event beyond the reasonable control of City, then Developer shall not be entitled to consider the untruth of the representation or warranty as an event of default under this Agreement, but instead Developer may, at its election and as its sole remedy, terminate this Agreement by delivery of written notice to City, and thereafter this Agreement shall be null and void and neither party shall have any further obligations or liabilities hereunder, except for the those that expressly survive termination. The representations and warranties of City set forth in this Section 13 shall survive the Closing for a period of six (6) months.

J. Except as expressly set forth in this Agreement, the Property are being sold and conveyed "AS IS" and "WITH ALL FAULTS" and City has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability or zoning of the Property, or with respect to use and occupancy restrictions, compliance with Environmental Laws, and all legal requirements affecting or relating to the Property. Developer acknowledges that, except as expressly set forth in this Agreement, no such representations or warranties, express or implied, have been made. The terms and covenants of

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this paragraph shall survive the Closing and the delivery of the Deed for the Property or any termination of this Agreement.

14. COVENANTS, REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer covenants, represents, and warrants to City that:

A. Developer intends to use the Property for the purposes described in the Development Agreement.

B. Developer understands that, at any time, the Property may be made subject to a governmental district, zone or agreement dedicating or allocating sales taxes, property taxes or other tax proceeds generated on or from the Property or uses thereof, for a special use or uses and Developer agrees for itself and, by inclusion of a provision in all subsequent deeds or leases of the Property , for any and all future owners and tenants of its Property to consent and raise no objection to any such district, zone or agreement, provided said action does not prevent Developer from developing the Property for its intended purpose and provided further that said action does not increase the amount of tax paid by Developer or subsequent owners or tenants of the Property .

C. Developer acknowledges that City shall have no obligation in its capacity as a municipal government to take any action, or to refrain from taking any action, or to waive any fee or procedure to which Developer's proposed use or development of the Property would be subject if the Property were being sold by a private person or entity rather than a municipal government. Approval of this Agreement or any of its terms or provisions by the City shall not in any way function as a substitute for any approval of any use or development of the Property by Developer which is otherwise required by local, state, or federal law.

D. By executing this Agreement Developer is representing that he is not directly or indirectly owned by any member of the Murfreesboro City Council, by any member of the Murfreesboro Gateway Commission, or by any officer of the City (said term to include the City Manager, City Recorder, City Treasurer, City Judge and City Attorney) or by any of the City's negotiators or representatives, including but not limited to the Rutherford County Chamber of Commerce Economic Development Director and the Assistant City Manager. Developer represents and commits that no compensation, kickback, gratuity, or other payment or gift of value has been or will be made by Developer or any intended owner or tenant of the Property to any of the individuals mentioned hereinabove; ordinary campaign contributions are not hereby prohibited.

E. Developer will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations.

F. The covenants, warranties and provisions set forth in the foregoing provisions are clearly intended to survive the closing as provided in this Section 14(F), shall not merge into the

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documentation from this transaction, and shall survive the closing of this transaction and shall survive until substantial completion of the Project as defined in the Development Agreement. Developer shall notify City of any material change which occurs in or pertaining to the foregoing warranties and representations from the date hereof through the Closing Dates.

15. DEFAULT PRIOR TO CLOSING

If either party breaches this Agreement, or any of the provisions herein, or if any representation or warranty made by a party in this Agreement is untrue, false or incorrect, or if a party shall not have performed any of that party's obligations herein set forth prior to the Closing Date, then the other party shall be entitled, as its sole and exclusive remedy at law or in equity, to:

A. Close the contemplated transaction, thereby waiving such breach, default, or failure; or

B. Postpone closing hereunder for thirty (30) days, or such longer period of time as the non-breaching party may designate (not to exceed 90 days unless further extended by mutual agreement), during which time any such breach, default or failure shall be cured by the breaching party and if not then cured, the non-breaching party may elect either Section 15.A. above or terminate this Agreement. If Developer elects to terminate, City and Developer shall be released from further liability to each other under this Agreement.

16. CONDEMNATION

A. If on or before the Closing Date a Substantial Portion, as hereinafter defined, of the Property becomes the subject of a pending or threatened condemnation or similar proceeding or is taken through any power of eminent domain, this Agreement shall be null and void, and City and Developer shall be released from further liability to each other under this Agreement. The term "Substantial Portion" shall mean a portion of the Property which will render the Property unsuitable for development as intended by Developer under the Development Agreement, if taken by a governmental entity and dedicated to the public use that is the basis for such taking.

B. If on or before the Closing Date less than a Substantial Portion of the Property become the subject of a pending or threatened condemnation or similar proceeding, or is taken through any power of eminent domain, Developer shall have the option, exercisable by written notice to City on or before the earlier of: (a) the Closing Date; or (b) the expiration of thirty (30) calendar days after Developer's receipt of notice of such taking or pending or threatened condemnation or similar proceeding, either: (i) to terminate this Agreement in which event City and Developer shall be released from further liability to each other under this Agreement; or (ii) to close the purchase of the Property under the terms hereof, in which event City shall: (a) assign to Developer all of City's right, title and interest in and to such pending or threatened condemnation or similar proceeding and all sums payable to City in connection therewith; and (b) fully cooperate with Developer in Developer's defense and settlement of such pending or threatened condemnation or similar proceeding.

17. APPLICABLE LAW

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The validity, construction, interpretation and performance of this Agreement shall always be governed in accordance with procedural and substantive laws of the State of Tennessee, notwithstanding any choice of law, principle or rule of law to the contrary, and venue for any action concerning any aspect of this Agreement or either party's performance hereunder shall be in the Circuit or Chancery Courts for Rutherford County, Tennessee.

18. TIME

Time is of the essence of this Agreement. Should the day for performing any act hereunder fall on a Saturday, Sunday or legal holiday, performance of the act on the next business day shall be timely. In the event an event of Force Majeure as defined in the Development Agreement impacts City's or Developer's ability to timely perform an element of this Agreement, each agrees it shall consider a reasonable extension of the time for such performance.

19. RESERVED

20. REPRESENTATION BY COUNSEL

Developer acknowledges that it is and has been represented by legal counsel in the negotiation and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of Developer on the basis that it was drafted by City or on the basis that City is a governmental entity. It shall be construed, in the event interpretation is necessary, with due consideration for the representations made by Developer, both oral and written, to City and to City's representatives, the Murfreesboro Gateway Commission, and the Murfreesboro City Council. Developer shall be deemed to be fully familiar with City's laws and regulations applicable to the Property and City shall have no special duty to specifically disclose or discuss its laws and regulations applicable to land development with Developer.

21. NOTICES TO CITY AND DEVELOPER

A. Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the date of delivery or first attempted delivery if sent by certified or registered mail (in each case, return receipt requested, postage pre-paid).

B. Notices must be sent to the respective Parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

CITY
City Manager
City of Murfreesboro
11 W. Vine Street
Murfreesboro, TN 37130

WITH A COPY TO
City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

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dgore@murfreesborotn.gov

atucker@murfreesborotn.gov and dives@murfreesborotn.gov

DEVELOPER
Hillsboro Residential, LLC
Attn: Todd Siefert
5100 Maryland Way
Brentwood TN 37027
todd@hillsbororesidential.com

WITH A COPY TO
BLVD Capital, LLC
Attn: James Darter
P.O. Box 280898
Nashville, TN 37208
jim@blvdcapital.com and palmer@blvdcapital.com

22. EFFECTIVE DATE

This Agreement shall take effect and become legally binding as of the Effective Date provided that this Agreement shall have no force or effect until approved by the Murfreesboro Planning Commission and the Murfreesboro City Council.

IN WITNESS WHEREOF, this Agreement has been executed by City and Developer on the dates set forth below their respective signatures hereto.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Date:_____

ATTEST:

_____
Erin Tucker, City Recorder

HILLSBORO RESIDENTIAL, LLC
By: BLVD Capital, LLC

By:_____
James Darter, Member
Date:_____

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APPROVED AS TO FORM:

_____

Adam F. Tucker, City Attorney

Approved by Murfreesboro Planning Commission:_____, 2025.

Approved by Murfreesboro City Council: _____, 2025.

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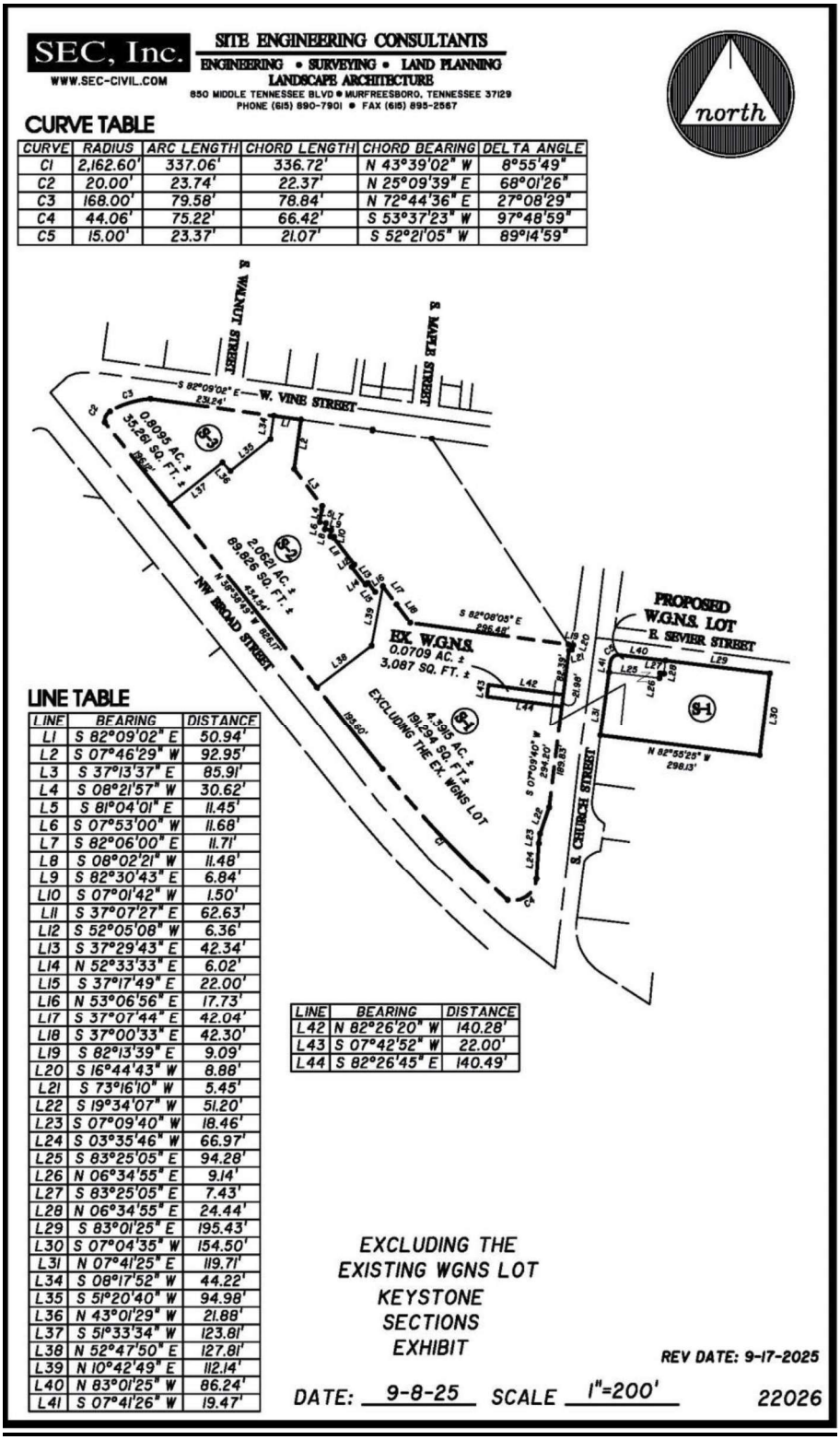
Exhibit A
Property Description



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PURCHASE AND SALE AGREEMENT

Section 3

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WHEREAS, the City owns certain real estate located on the North side of NW Broad Street and South of the City Hall Plaza, in the City of Murfreesboro, Rutherford County, Tennessee, containing approximately 0.8095+/- acres total, and identified as "S-2" on the document attached hereto and incorporated herein as **Exhibit A**, together with all appurtenances, rights, privileges, easements and advantages belonging thereto (collectively, the "Property"); and

WHEREAS, subject to the terms and conditions hereof, the City desires to sell the Property to the Developer, and Developer desires to purchase the Property from the City, subject to the reservation by the City of an easement to be used in connection with the construction of a pedestrian bridge over NW Broad Street and the other terms and conditions of a certain Development and Tax Incentive Project Agreement (the "Development Agreement"), of even date herewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

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2. SURVEY AND PLAT; ENVIRONMENTAL ASSESSMENT

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connection with a pedestrian bridge to be constructed across NW Broad Street ("Pedestrian Bridge Easement"). Developer shall promptly advise the City in writing of any objections to any matters raised by the Survey. If all such objections are not resolved to the satisfaction of Developer prior to the Closing Date, Developer may terminate this Agreement upon written notice to the City, and each party shall be released for the terms and provisions hereof.

B. Developer shall ensure that the Survey is made and delivered to the City within sixty (60) days of the Effective Date. Said Survey shall be prepared in a manner satisfactory to a title company selected by Developer to issue its title insurance for the Property (the "Title Company") to delete the standard survey exception.

C. Developer shall submit a Plat of the Property (the "Plat") to the City within seventy-five (75) days of the Effective Date so that the City can consider the issuance of all required approvals and record the Plat at least fifteen (15) days before Closing (as hereinafter defined).

D. Developer may, at Developer's expense, order a written Phase I Environmental Assessment ("Assessment") of the Property conducted by an environmental professional, acceptable to Developer, having experience in the preparation of such Assessments, and who is licensed in Tennessee and qualified to perform Phase I Environmental Assessments. If the Assessment discloses any recognized environmental condition, then Developer may elect, by written notice to the City before the Closing Date, either to (i) terminate this Agreement, or (ii) waive all environmental issues and proceed with Closing hereunder as if said environmental issues did not exist.

3. CONVEYANCE; TITLE COMMITMENT

A. In consideration of the covenants contained herein, and other good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, City agrees to sell and convey and Developer agrees to purchase the Property, together with all appurtenances, rights, privileges, easements, and hereditaments belonging thereto, and further subject the Pedestrian Bridge Easement, as generally depicted in **Exhibit B**, for the benefit of the City and, if required, the State of Tennessee Department of Transportation.

B. Developer shall order a Title Commitment (the "Commitment") for the Property from a Title Company of Developer's choosing. Developer shall promptly advise the City in writing of any objections to any encumbrances revealed by the Commitment. If all such objections are not resolved to the satisfaction of Developer prior to the Closing Date, Developer may terminate this Agreement upon written notice to the City.

C. Without limiting the foregoing, Developer acknowledges the current existence of utilities and easements on the Property. Developer further acknowledges that the Property has been redeveloped numerous times over the years and that a variety of easements, utilities, structures and debris may be discovered upon excavation and construction of the intended improvements, and that existing utilities may need to be replaced or re-routed.

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4. CONSIDERATION

The consideration for the conveyance of the Property by the City shall be the following payment, covenants, and commitments of Developer:

A. Developer shall pay the amount of Three Million Twenty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars ($3,023,158.00) in immediately available funds to the City for the Property at Closing; and

B. Developer shall design and construct improvements on the Property in accordance with the Development Agreement. This covenant shall survive the Closing.

5. CLOSING

A. The closing ("Closing") of the conveyance of the Property shall be held on a date after the Developer and City each have confirmed that the conditions to their obligations to close have been satisfied, as respectively set forth in Sections 10 and 11, which date shall be selected by the Developer on not less than thirty (30) day's prior written notice to the Seller, or such earlier date as may be mutually agreed upon by the parties. This date, together with any extensions thereof, shall be referred to as the "Closing Date," which Closing Date shall occur no later than January 31, 2029, subject for a day-for-day extension due to an event of Force Majeure, as defined in the Development Agreement. The Closing shall be held in the offices of the City Attorney for the City of Murfreesboro at 111 West Vine Street, Murfreesboro, Tennessee, or such other location as shall be mutually agreed upon by City and Developer. On the Closing Date all papers legally required to carry out the terms of this Agreement with respect to the Property shall be executed and delivered.

B. The Property is currently exempt from ad valorem taxes, so they shall not be prorated as of the date of the Closing.

6. RESERVED

7. CONVEYANCE DOCUMENTS

On the Closing Date, the City and Developer, as applicable, shall execute and deliver to each other the following documents and such other documents and instruments of assignment and transfer as each party may reasonably require from the other in form and substance reasonably acceptable to the party from whom same is requested.

A. City shall execute and deliver to Developer a good and valid Special Warranty Deed in form and substance reasonably acceptable to the City and to Developer, conveying to Developer good and marketable fee simple title to the Property, without exceptions except as such exceptions may be approved by Developer, and retaining the City's right to repurchase the Property as recited in the Development Agreement. If Developer does not approve the exceptions, its sole remedy shall be to terminate this Agreement and the Development Agreement.

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B. City shall execute and deliver to Developer an owner's affidavit or other documentation sufficient to allow title to the Property to be insured to Developer without exceptions for liens for services, labor, or materials, or for rights or claims of parties in possession not shown by the public records.

C. The Parties acknowledge that as the Site Plan for the Property is finalized, easements will need to be created both from the City's remaining property to Developer and from Developer to the City or other utility providers for access, parking, signage, water, sanitary sewer, stormwater, electricity, cable/data transmission, and other utilities and functions. Developer and the City agree to negotiate in good faith with respect to the location, size and other matters related to such easements, and to execute such easements as are reasonably necessary to facilitate the development of the Property and Section 2 and Section 3 as defined in the Development Agreement.

8. CLOSING COSTS

A. City shall be responsible for the payment of: (1) all fees, costs and expenses incurred by City in connection with or relating to City's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by City, except as specified herein; and (2) City's attorneys' fees for the Closing (but excluding the preparation and approval of the Development Agreement and the related Economic Impact Plan, a portion of the cost thereof to be borne by the Developer).

B. Developer shall be responsible for the payment of: (1) the costs of any title commitment obtained by Developer and the premiums for any policy of title insurance issued pursuant thereto; (2) all costs incurred by Developer in preparation for the Development Agreement, the related Economic Impact Plan, and this Agreement; (3) all recording fees, costs, taxes and charges incurred in connection with recording the deed from City to Developer; (4) except as otherwise set forth herein, all fees, costs and expenses incurred by Developer in connection with or relating to Developer's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by Developer; and (5) Developer's attorneys' fees.

C. The provisions of this Section 8 shall survive the Closing and delivery of the deed.

9. REAL ESTATE COMMISSIONS AND FEES

Under no circumstances shall City or Developer be responsible in whole or in part for any real estate commission or fee in connection with the conveyance of the Property. Each Party represents and warrants to the other that no real estate broker or agent other is entitled to the payment of a commission or other compensation with respect to the actions of such Party in connection with the execution of this Agreement or the conveyance of the Property . To the extent permitted by law, each Party shall indemnify and save the other Party wholly harmless against any loss, cost or other expense, including reasonable attorney's fees that may be incurred by such other Party by reason of any breach of the foregoing warranty.

10. CONDITIONS TO DEVELOPER'S OBLIGATION TO CLOSE

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The obligation of Developer to close the acquisition of the Property from the City is subject to the following conditions precedent. If Developer is unable to confirm the satisfaction of any of the following conditions, and does not elect to waive the same, Developer may terminate this Agreement:

A. On the Closing Date, City shall have fulfilled all covenants and agreements of City contained herein, and all representations and warranties of City contained herein shall be true and accurate;

B. On or before the Closing Date, Developer shall have closed the purchase of the WGNS Property (as defined in the Development Agreement) from Rutherford Group, Inc.;

C. On or before the Closing Date, PUD Zoning for the Property, Section 2 and Section 3 shall have received final approval from the City Council;

D. On or before the Closing Date, the TIF shall have received final approval from all necessary Parties;

E. On the Closing Date, there shall not be any litigation, claim, demand, order, decree, action, proceeding, statute, rule or regulation passed, adopted, issued or proposed by, or pending or threatened by or before, any legislative body or judicial or administrative court or government or governmental agency or other regulatory or administrative authority which could materially and adversely affect Developer's ability to accept the Property and to develop the Property, provided, however, that this condition precedent shall not be affected by City's imposition of any special taxing district or agreement which does not increase the amount of tax to be paid by Developer or subsequent owners or tenants of the Property;

F. On the Closing Date, the Title Company shall be prepared to issue a title policy insuring Developer's interest in the Property, subject only to those matters that Developer has approved;

G. The City shall have discharged any and all liens and encumbrances against the Property except for title exceptions approved by Developer; and

H. As of the Closing Date, all of the City's representations and warranties shall remain true and correct in all material respects.

11. CONDITIONS TO CITY'S OBLIGATION TO CLOSE

The obligation of City to close the acquisition of the Property by the Developer is subject to the following conditions precedent. If the City is unable to confirm the satisfaction of any of the following conditions, and does not elect to waive the same, the City may terminate this Agreement:

A. On the Closing Date, Developer shall have performed all covenants and agreements of Developer contained herein, and all representations and warranties of Developer contained herein shall be true and accurate;

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B. On or before the Closing Date, Developer shall have closed the purchase of the WGNS Property (as defined in the Development Agreement) from Rutherford Group, Inc.;

C. On or before the Closing Date, Developer shall have closed the purchase of the Section 2 Property (as defined in the Development Agreement) from the City, and has complied with its obligations to date with respect to the Section 2 Required Work under the Development Agreement, as applicable;

D. On or before the Closing Date, PUD Zoning for the Property, Section 2 and Section 3 shall have received final approval from the City Council;

E. On or before the Closing Date, the TIF shall have received final approval from all necessary Parties;

F. On the Closing Date, there shall not be any litigation, claim, demand, order, decree, action, proceeding, statute, rule or regulation passed, adopted, issued or proposed by, or pending or threatened by or before, any legislative body or judicial or administrative court or government or governmental agency or other regulatory or administrative authority which could materially and adversely affect City's ability to convey the Property to Developer;

G. City Manager having received reasonable adequate assurances to the City, the acceptance of which the City will not unreasonably withhold, that Developer has sufficient financial commitments to complete all of the Required Work and Components for Section 3; and

H. As of the Closing Date, all of Developer's representations and warranties shall remain true and correct in all material respects.

12. AUTOMATIC TERMINATION

The Parties agree that if the Development Agreement is terminated prior to Closing for any reason, this Agreement shall automatically terminate.

13. COVENANTS, REPRESENTATIONS AND WARRANTIES OF CITY

City covenants, represents, and warrants to Developer that:

A. City has not received or issued any actual notice that the Property, individually or collectively, are not in compliance with any applicable statute, ordinance, rule, regulation, requirement, or code.

B. City has not and is not presently using, and, to the best of City's actual knowledge, based solely upon the information contained in the Phase I Environmental Report supplied to Developer, no person or entity has used the Property for the storage, disposal, treatment or release of hazardous substances, hazardous waste or hazardous material, as such terms are defined in any applicable statute, ordinance, rule, regulation, requirement or code, the removal of which is required or the maintenance of which is prohibited or penalized thereby, and the Property are free of all such hazardous substances, waste and material.

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C. There are no encumbrances, liens, or charges of any kind upon the Property which will not be satisfied and discharged in full by City and released, on or before or as soon as reasonably possible after the Closing Date, in form reasonably satisfactory to Developer.

D. After the Effective Date, City will not enter into any contract, agreement or other arrangement, written or oral, relating to the ownership, use or operation of the Property, which will unreasonably interfere with Developer's intended use of the Property .

E. There is no pending nor, to the best of City's actual knowledge, threatened litigation that does or will materially and adversely affect the Property or their value or that does or will materially and adversely affect City and its ownership of the Property .

F. There are no taxes or assessments on the Property that are presently due and payable.

G. The Property is not located within a special sanitary sewer assessment district and are not subject to the payment of a sewer assessment fee.

H. The City will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations.

I. City agrees that the truthfulness of each of the foregoing representations and warranties in all material respects, as of the Effective Date and as of the Closing date, is a condition precedent (*i.e.*, a Closing Condition) to the performance by Developer of its obligations under this Agreement. If any of the foregoing representations and warranties are not true when made in all material respects, or if any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event that is within the reasonable control of City, Developer may consider such misrepresentation to be a default under this Agreement, entitling Developer to pursue the remedies set forth in Section 15. If any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event beyond the reasonable control of City, then Developer shall not be entitled to consider the untruth of the representation or warranty as an event of default under this Agreement, but instead Developer may, at its election and as its sole remedy, terminate this Agreement by delivery of written notice to City, and thereafter this Agreement shall be null and void and neither party shall have any further obligations or liabilities hereunder, except for the those that expressly survive termination. The representations and warranties of City set forth in this Section 13 shall survive the Closing for a period of six (6) months.

J. Except as expressly set forth in this Agreement, the Property are being sold and conveyed "AS IS" and "WITH ALL FAULTS" and City has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value,

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marketability or zoning of the Property, or with respect to use and occupancy restrictions, compliance with Environmental Laws, and all legal requirements affecting or relating to the Property. Developer acknowledges that, except as expressly set forth in this Agreement, no such representations or warranties, express or implied, have been made. The terms and covenants of this paragraph shall survive the Closing and the delivery of the Deed for the Property or any termination of this Agreement.

14. COVENANTS, REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer covenants, represents, and warrants to City that:

A. Developer intends to use the Property for the purposes described in the Development Agreement.

B. Developer understands that, at any time, the Property may be made subject to a governmental district, zone or agreement dedicating or allocating sales taxes, property taxes or other tax proceeds generated on or from the Property or uses thereof, for a special use or uses and Developer agrees for itself and, by inclusion of a provision in all subsequent deeds or leases of the Property , for any and all future owners and tenants of its Property to consent and raise no objection to any such district, zone or agreement, provided said action does not prevent Developer from developing the Property for its intended purpose and provided further that said action does not increase the amount of tax paid by Developer or subsequent owners or tenants of the Property .

C. Developer acknowledges that City shall have no obligation in its capacity as a municipal government to take any action, or to refrain from taking any action, or to waive any fee or procedure to which Developer's proposed use or development of the Property would be subject if the Property were being sold by a private person or entity rather than a municipal government. Approval of this Agreement or any of its terms or provisions by the City shall not in any way function as a substitute for any approval of any use or development of the Property by Developer which is otherwise required by local, state, or federal law.

D. By executing this Agreement Developer is representing that he is not directly or indirectly owned by any member of the Murfreesboro City Council, by any member of the Murfreesboro Gateway Commission, or by any officer of the City (said term to include the City Manager, City Recorder, City Treasurer, City Judge and City Attorney) or by any of the City's negotiators or representatives, including but not limited to the Rutherford County Chamber of Commerce Economic Development Director and the Assistant City Manager. Developer represents and commits that no compensation, kickback, gratuity, or other payment or gift of value has been or will be made by Developer or any intended owner or tenant of the Property to any of the individuals mentioned hereinabove; ordinary campaign contributions are not hereby prohibited.

E. Developer will take, or cause to be taken, all action necessary to cause the foregoing warranties and representations to remain true and correct in all respects from the date hereof through the Closing Date and will refrain from taking any action which would cause, or threaten to cause, any such warranties and representations to become incorrect or untrue at any

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time during such period, unless this Agreement contemplates the taking of such action and the consequent modification of certain warranties and representations.

F. The covenants, warranties and provisions set forth in the foregoing provisions are clearly intended to survive the closing as provided in this Section 14(F), shall not merge into the documentation from this transaction, and shall survive the closing of this transaction and shall survive until substantial completion of the Project as defined in the Development Agreement. Developer shall notify City of any material change which occurs in or pertaining to the foregoing warranties and representations from the date hereof through the Closing Dates.

15. DEFAULT PRIOR TO CLOSING

If either party breaches this Agreement, or any of the provisions herein, or if any representation or warranty made by a party in this Agreement is untrue, false or incorrect, or if a party shall not have performed any of that party's obligations herein set forth prior to the Closing Date, then the other party shall be entitled, as its sole and exclusive remedy at law or in equity, to:

A. Close the contemplated transaction, thereby waiving such breach, default, or failure; or

B. Postpone closing hereunder for thirty (30) days, or such longer period of time as the non-breaching party may designate (not to exceed 90 days unless further extended by mutual agreement), during which time any such breach, default or failure shall be cured by the breaching party and if not then cured, the non-breaching party may elect either Section 15.A. above or terminate this Agreement. If Developer elects to terminate, City and Developer shall be released from further liability to each other under this Agreement.

16. CONDEMNATION

A. If on or before the Closing Date a Substantial Portion, as hereinafter defined, of the Property becomes the subject of a pending or threatened condemnation or similar proceeding or is taken through any power of eminent domain, this Agreement shall be null and void, and City and Developer shall be released from further liability to each other under this Agreement. The term "Substantial Portion" shall mean a portion of the Property which will render the Property unsuitable for development as intended by Developer under the Development Agreement, if taken by a governmental entity and dedicated to the public use that is the basis for such taking.

B. If on or before the Closing Date less than a Substantial Portion of the Property become the subject of a pending or threatened condemnation or similar proceeding, or is taken through any power of eminent domain, Developer shall have the option, exercisable by written notice to City on or before the earlier of: (a) the Closing Date; or (b) the expiration of thirty (30) calendar days after Developer's receipt of notice of such taking or pending or threatened condemnation or similar proceeding, either: (i) to terminate this Agreement in which event City and Developer shall be released from further liability to each other under this Agreement; or (ii) to close the purchase of the Property under the terms hereof, in which event City shall: (a) assign to Developer all of City's right, title and interest in and to such pending or threatened

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condemnation or similar proceeding and all sums payable to City in connection therewith; and (b) fully cooperate with Developer in Developer's defense and settlement of such pending or threatened condemnation or similar proceeding.

17. APPLICABLE LAW

The validity, construction, interpretation and performance of this Agreement shall always be governed in accordance with procedural and substantive laws of the State of Tennessee, notwithstanding any choice of law, principle or rule of law to the contrary, and venue for any action concerning any aspect of this Agreement or either party's performance hereunder shall be in the Circuit or Chancery Courts for Rutherford County, Tennessee.

18. TIME

Time is of the essence of this Agreement. Should the day for performing any act hereunder fall on a Saturday, Sunday or legal holiday, performance of the act on the next business day shall be timely. In the event an event of Force Majeure as defined in the Development Agreement impacts City's or Developer's ability to timely perform an element of this Agreement, each agrees it shall consider a reasonable extension of the time for such performance.

19. RESERVED

20. REPRESENTATION BY COUNSEL

Developer acknowledges that it is and has been represented by legal counsel in the negotiation and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of Developer on the basis that it was drafted by City or on the basis that City is a governmental entity. It shall be construed, in the event interpretation is necessary, with due consideration for the representations made by Developer, both oral and written, to City and to City's representatives, the Murfreesboro Gateway Commission, and the Murfreesboro City Council. Developer shall be deemed to be fully familiar with City's laws and regulations applicable to the Property and City shall have no special duty to specifically disclose or discuss its laws and regulations applicable to land development with Developer.

21. NOTICES TO CITY AND DEVELOPER

A. Notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and are deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email, provided receipt is confirmed, and if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the date of delivery or first attempted delivery if sent by certified or registered mail (in each case, return receipt requested, postage pre-paid).

B. Notices must be sent to the respective Parties at the following addresses (or at such other address for a party as specified in a Notice given in accordance with this section):

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CITY
City Manager
City of Murfreesboro
11 W. Vine Street
Murfreesboro, TN 37130
dgore@murfreesborotn.gov

WITH A COPY TO
City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
atucker@murfreesborotn.gov and
dives@murfreesborotn.gov

DEVELOPER
Hillsboro Residential, LLC
Attn: Todd Siefert
5100 Maryland Way
Brentwood TN 37027
todd@hillsbororesidential.com

WITH A COPY TO
BLVD Capital, LLC
Attn: James Darter
P.O. Box 280898
Nashville, TN 37208
jim@blvdcapital.com and palmer@blvdcapital.com

22. EFFECTIVE DATE

This Agreement shall take effect and become legally binding as of the Effective Date provided that this Agreement shall have no force or effect until approved by the Murfreesboro Planning Commission and the Murfreesboro City Council.

IN WITNESS WHEREOF, this Agreement has been executed by City and Developer on the dates set forth below their respective signatures hereto.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Date:_____

ATTEST:

_____
Erin Tucker, City Recorder

HILLSBORO RESIDENTIAL, LLC
By: BLVD Capital, LLC

By:_____
James Darter, Member
Date:_____

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APPROVED AS TO FORM:

_____

Adam F. Tucker, City Attorney

Approved by Murfreesboro Planning Commission:_____, 2025.

Approved by Murfreesboro City Council: _____, 2025.

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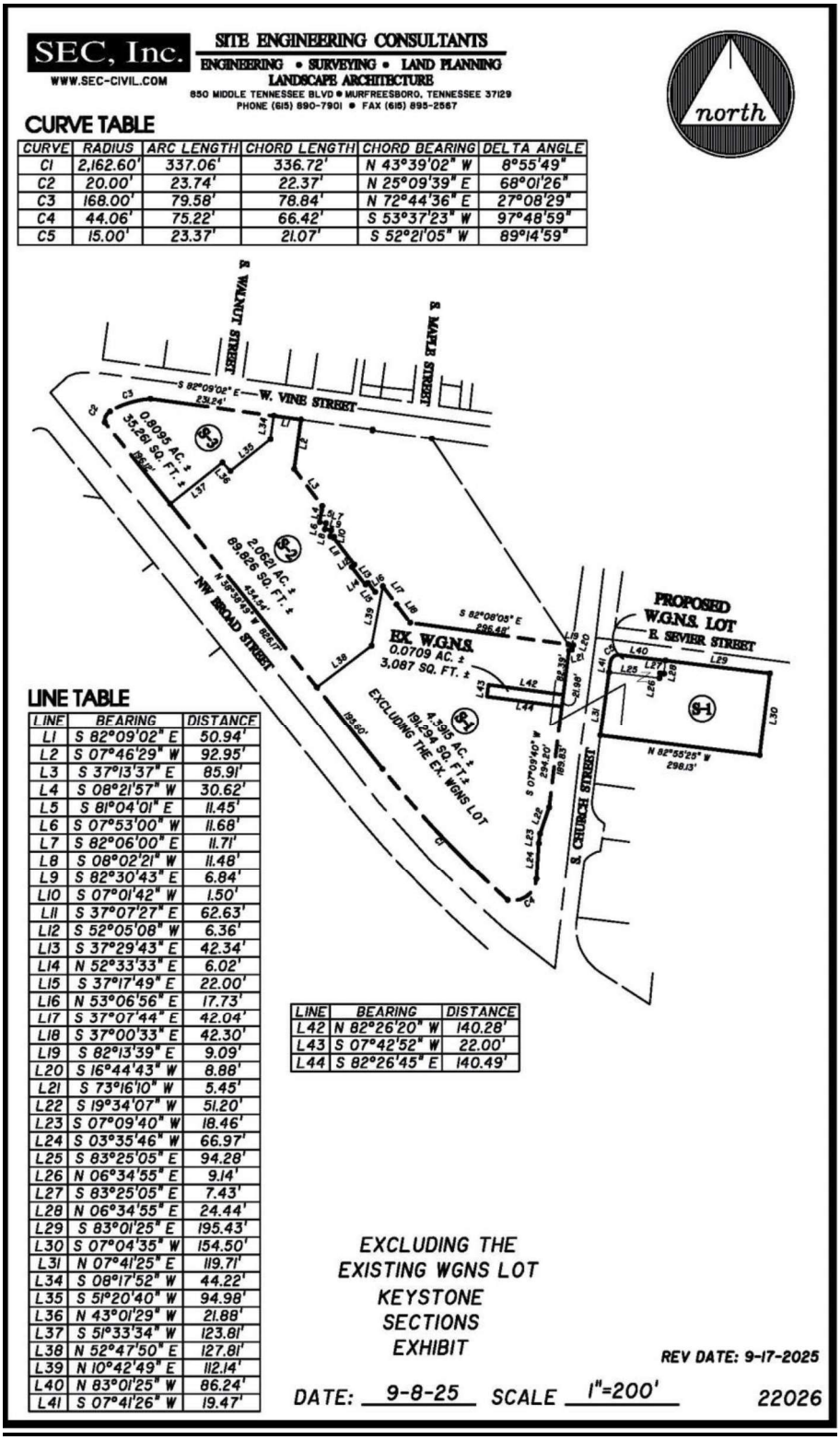
Exhibit A
Property Description



COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Ordinance 25-O-33

Department: Building & Codes

Presented by: Kevin Jones, Director of Building & Codes

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider first reading of Ordinance 25-O-33 Abolishing Gas Board

Staff Recommendation

Approve Ordinance to dissolve the Board of Gas Examiners and update gas license requirements.

Background Information

The Board of Gas Examiners originated in 1999 to oversee the licensing and regulation of those engaged in installing, replacing, or repairing gas piping, venting, appliances or equipment. Unlike the Electric License Ordinance, the Gas License laws are overridden by state licensing laws meaning that you can still perform work in the city without a city specific gas license. As licensing laws and business practices have changed throughout the years there is not much benefit for holding only a city license anymore. The Board of Gas Examiners have not met since 2013. All Board members' terms are expired, licensing revenues have dropped significantly, and only 4 companies hold an active license.

Council Priorities Served

Improve economic development

Revising local ordinances to align with adopted state laws prevents confusion for license holders and staff while improving the time and efficiency for permitting.

Operational Issues

No operational issues are expected. Staff will continue to issue permits under the current state licensing guidelines for gas work. All current city license holders will be required to comply with these license requirements once their current city gas license expires.

Attachments

Ordinance 25-O-33

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ORDINANCE 25-O-33 amending the Murfreesboro City Code, Chapter 15, Gas, abolishing the Board of Gas Examiners and revising gas contractor licensure requirements.

WHEREAS, pursuant to Tennessee Code Annotated, §62-6-111, Gas Contractor Licensure is governed by State Law; and

WHEREAS, the City's Gas Contractor Licensure requirements are voluntary for any person licensed as a Contractor by the State of Tennessee with a CMC Classification; and

WHEREAS, revenues from City Gas Licenses have consistently declined in the last eight years; and

WHEREAS, abolishing the City Gas Licensure requirements would only impact four license holders which do not have a contractor's license issued by the State of Tennessee with a CMC Classification.

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

SECTION 1. Chapter 15, Gas, Article II. Board of Gas Examiners, of the Murfreesboro City Code is hereby amended by revising the title to read:

ARTICLE II. GAS CONTRACTOR LICENSURE.

SECTION 2. Chapter 15, Gas, of the Murfreesboro City Code is hereby amended by deleting the following sections related to the Board of Gas Examiners in their entirety and marking them as "Reserved."

- Sections 15-6 through 15-23
- Section 15-25
- Sections 15-27 through 15-37

SECTION 3. Chapter 15, Gas, Section 15-2, International Fuel Gas Code – Amended, of the Murfreesboro City Code is hereby amended by deleting subsections (C) and (D) in their entirety and substituting in lieu thereof the following:

(C) Section 104.4 on inspections is amended by adding the following to the end of this section: "Inspection of a gas equipment or appliance change out with like equipment or appliance having the same input BTU rating that is performed by a gas contractor licensed as a Contractor by the State of Tennessee with a CMC Classification is not required."

(D) Section 106.2 on work exempt from permits is hereby amended by adding two exemptions that shall read as follows:

"3. Replacement of any like gas appliance or equipment with the same input BTU rating when work is performed by a gas contractor licensed as a Contractor by the State of Tennessee with a CMC Classification.

4. Emergency repairs may be performed at night, or weekends and holidays, and during a natural disaster without first obtaining a permit. However, a permit must be obtained within the next two working days, unless the type of work performed is exempt from permits."

SECTION 4. Chapter 15, Gas, Section 15-5, Penalty, of the Murfreesboro City Code, is hereby amended by revising the following Code references:

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- Change reference to "Code § 15-3" to "Code § 15-2"
- Change reference to "Code § 15-2" to "Code § 15-1"

SECTION 5. Chapter 15, Gas, Section 15-24, License required; exceptions, of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

Section 15-24 License required; exceptions.

(A) No person, firm, limited liability company, or corporation shall engage in installing, replacing, repairing gas piping, venting, appliances, or equipment in the City or holds themselves out as being in the business of installing, replacing, repairing gas piping, venting, appliances, or equipment in the City unless such person is licensed by the State of Tennessee as a Limited Licensed Plumber, or as a Contractor with a CMC Classification; or in the case of a firm, limited liability company, or corporation, unless it is owned or operated by, or has in its regular employment, a person who has received a gas license of the appropriate class and a certificate therefor.

(B) *Exceptions.* A homeowner performing work to a single-family residence in which the homeowner resides is not required to obtain a license. However, the homeowner is required to abide by all other ordinances, codes, and regulations of the City pertaining to the installation or replacement of gas piping, venting, appliances, or equipment.

SECTION 6. Chapter 15, Gas, Section 15-26, Appropriate license prerequisite to doing work; exceptions, of the Murfreesboro City Code is hereby amended by deleting first paragraph in its entirety and substituting in lieu thereof the following:

> Where any gas work is being performed, it shall be supervised by the license holder or by a registered journeyman gas installer employed by the holder of a Limited Licensed Plumber license or a Contractor license from the State of Tennessee with a CMC classification, and no person shall in any manner undertake to execute any work of installing, maintaining, altering, replacing, or repairing any gas piping, venting, appliances, or equipment unless such person is licensed by the State of Tennessee as a Limited Licensed Plumber or as a Contractor with a CMC classification, provided that no license shall be required in order to execute any of the following classes of work:

SECTION 7. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: FY26 Tennessee Housing Development Agency Emergency Solutions Grant

Department: Community Development

Presented by: Jessica Cline, Assistant Director of Community Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Tennessee Housing Development Agency (THDA) Emergency Solutions Grant (ESG) for homelessness assistance grant award.

Staff Recommendation

Approve the THDA grant agreement, subject to THDA correction.

Background Information

The ESG grant provides funding to eligible non-profit agencies for emergency services to assist homeless individuals and individuals in danger of becoming homeless. Funding is provided by HUD through THDA. The City through Community Development awards local non-profit agencies grants from these funds for the administration of emergency services.

THDA has notified the City of award of the ESG Set Aside totaling $134,375.

Council Priorities Served

Responsible Budgeting

Grant funds supplement or supplant funds that may otherwise be budgeted from City revenues for community services.

Fiscal Impact

No expenditure. Funding provides $125,000 for grant award activities and $9,375 for administrative expense.

Attachments

THDA ESG Agreement

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 1, 2025	September 30, 2026	31620-00867	86374

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 14.231 Emergency Solutions Grants Program

Grantee's fiscal year end: 6/30/2026

Service Caption (one line only)

Emergency Solutions Grants ("ESG") 2025

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		$134,375.00			$134,375.00
TOTAL:		**$134,375.00**			**$134,375.00**

Grantee Selection Process Summary

☒ Competitive Selection	Emergency Solutions Grants ("ESG") Program funds are made available competitively to nonprofit organizations and local governments to implement eligible activities. Funds are awarded based on the scoring criteria identified in the 2025 Emergency Solutions Grants Program Description.
☐ 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)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
THE TENNESSEE HOUSING DEVELOPMENT AGENCY,
AND
CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, the Tennessee Housing Development Agency ("THDA"), hereinafter referred to as the "State" or the "Grantor State Agency," and City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of services to the homeless and those at risk of homelessness under the Emergency Solutions Grants ("ESG") 2025 Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #: 4110
THDA Grant Contract #: ESG-25-04

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. ESG funds may be used to maintain and operate emergency homeless shelters; to provide essential services, street outreach and/or rapid re-housing services to the homeless; to provide prevention services to households at risk of homelessness; and to perform data collection activities for all persons assisted as specified in ATTACHMENT A: DESCRIPTION OF GRANTEE ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, and ATTACHMENT C: BUDGET, attached and incorporated herein by this reference.

A.3. Incorporation of Additional Documents. Each of the following documents is included as 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 terms shall govern in order of precedence below:

a. Title 24 Code of Federal Regulations, Part 576, and Part 91 of the Emergency Solutions Grants Program authorized by Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11371-11378) Interim Regulations (the "Federal ESG Regulations").

b. The United States Department of Housing Urban Development ESG Desk Guide for Program and Eligibility Policies and Procedures.

c. The THDA 2025 ESG Program Description and the ESG Manual "the THDA ESG Requirements").

d. Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D.

A.4. The Grantee shall comply with the Eligibility Activity Requirements of 24 CFR Part 576, Subpart B, and Part 91 as applicable to the type of project assisted.

A.5. The Grantee shall comply with the Program Requirements of 24 CFR Part 576, Subpart E, and Part 91 as applicable to the type of project assisted.

A.6. The Grantee shall comply with other applicable Federal Requirements, including, but not limited to, 24 CFR Part 576 and Part 91, as follows:

a. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;

b. 24 CFR 576 B Applicability of OMB Circulars;

c. 24 CFR 576 Subpart B Lead-Based Poisoning Prevention Act;

d. 24 CFR 576.404 Conflicts of Interest;

e. 24 CFR 576.406; 24 CFR 5.109 – Equal Participation of Faith-Based Organizations in HUD Programs and Activities;

f. 24 CFR 24.50 Environmental Review;

g. 24 CFR 576.4089 Relocation and Acquisition;

h. Title VI and Executive Order 13166 Affirmative Outreach; and

i. 24 CFR 184 Buy America Preferences for Infrastructure Projects.

A.7. The Grantee shall match dollar-for-dollar the ESG funding the Grantee receives under this Grant Contract with funds from other public and private sources, as permitted and required under the Federal ESG Regulations and THDA ESG Requirements.

A.8. The Grantee shall use ESG funds pursuant to the local, HUD-approved Consolidated Plan or the State, HUD-approved Consolidated Plan, as applicable, and all requirements of 24 CFR, Part 576 and Part 91.

A.9. If the Grantee is a unit of general-purpose local government, the Grantee shall obligate all ESG grant funds to sub-recipients within sixty (60) days of the Effective Date of this Agreement. The funds must be obligated by a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; or the written designation of a department within the government of the subrecipient to directly carry out an eligible activity.

A.10. Terminating Assistance to Beneficiaries & Due Process.

a. Process for Terminating Assistance Other Than Rental Assistance, Housing Relocation, or Stabilization Services. Grantee shall establish policies and procedures for terminating assistance to beneficiaries that require staff to examine all extenuating circumstances and exercise judgment in determining when violations warrant termination, so that assistance is only terminated in the most severe cases. Such policies and procedures must be submitted and approved by THDA. This process, at a minimum, must consist of:

(1) Providing the program participant with a written copy of the program rules and the termination process before the participant beneficiary begins to receive assistance;

(2) Written notice to the program participant containing a clear statement of the reasons for termination; and

(3) A review of the decision by a staff person of the Grantee who was not involved in the decision to terminate (or a subordinate of that person).

b. Process for Terminating Rental Assistance, Housing Relocation, or Stabilization Services. Grantee shall follow the process above, but, if after review, staff believes that termination is warranted, the Grantee shall refer the case to THDA's legal division the next business day after the review and:

(1) THDA will review the information and will either overturn the termination, or, if it agrees termination should occur, will send a proposed notice of termination. The

program participant will be given 14 days from the date of the notice to appeal THDA's decision or the decision is final;

(2) If the program participant appeals THDA's decision, the matter will be heard by THDA's hearing officer or its designee. The hearing officer will either overturn the termination or uphold it.

c. During either review process, the Grantee shall provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations and meaningful access to persons with Limited English Proficiency.

A.11. The Grantee shall ensure that at least one homeless or formerly homeless individual participates in a policy-making function within the organization in accordance with 24 CFR Part 576.405.

A.12. The Grantee shall involve homeless individuals and families in the operation of the ESG funded program through work or volunteer activities in accordance with 24 CFR Part 576.405.

A.13. The Grantee will maintain adequate documentation of homelessness status to determine and verify eligibility of persons served by the ESG funded program.

A.14. The Grantee shall maintain records adequate to document compliance with 24 CFR Part 576, along with such other records the State determines necessary to enable the State to fulfill its responsibilities in the ESG Program. All records will be retained for the more restrictive of the period required in 24 CFR Part 576 or as provided in Section D.15. of this contract.

A.15. The Grantee shall comply with the uniform administrative requirements of 24 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.

A.16. The Grantee shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Polices Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.

A.17. The Grantee shall furnish to the State all reports required to be filed in accordance with any directives of the State and within the time period prescribed by the State for such reports.

A.18. Homeless Management Information System (HMIS). The Grantee and its subgrantees, if applicable, must participate in the local Continuum of Care and ensure that data on all persons served an all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the Grantee or its subgrantees is a victim service provider or a legal services provider, the Grantee or the subgrantee may opt to not use the established HMIS for the applicable Continuum of Care, but alternatively, must use a comparable database that collects client-level data over time (e.g., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to a local HMIS.

A.19. Training. The Grantee shall attend all training sessions regarding management of the ESG Program as required by THDA.

A.20. Centralized or Coordinated Assessment System. The Grantee and its subgrantees, if applicable, must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the applicable Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area, in accordance with HUD's standards on participation and coordination.

A.21. Corrective Action. If HUD orders the State to take corrective or remedial action as outlined in 24 CFR §576.67 that is the result of any action taken by the Grantee, the Grantee will take any action required by THDA to prevent a continuation of the deficiency, mitigate to the extent possible its adverse effects or consequences, and prevent its recurrence. These remedies could, among other actions, include repaying ESG funds to THDA for repayment to HUD.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2025 ("Effective Date") and extend through 11:59 Central Time on September 30, 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 ONE HUNDRED THIRTY FOUR THOUSAND, THREE HUNDRED SEVENTY-FIVE AND 00/100 ($134,375.00)("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment C 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 – Reimbursement or Periodic Advance Payment. The Grantee shall be reimbursed for, or upon approval, advanced actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. If eligible for advance payment, THDA shall pay to the Grantee in advance an amount in accordance with the below requirements upon approval of this Grant Contract and at such other times as eligible below. Upon progress toward the completion of the Scope, the Grantee shall submit invoices prior to any reimbursement or further advance payment of allowable costs. The total of said payments shall not exceed the maximum liability of this Grant Contract.

a. If eligible, the Grantee may request advances of certain percentages of the Maximum Liability in writing, detailing how it will use the funds on approved Program costs.

b. Eligibility Criteria, Approved Amounts, and Limitations. Eligibility and the amount of funds available for advance are based on the following criteria:

(1) If the Grantee has administered a THDA-funded program for five (5) consecutive years or more and is in good standing, THDA will allow the Grantee to access up to 20% of the Maximum Liability as an advance;

(2) All other grantees will have access up to 10% of the Maximum Liability as an advance;

(3) The amount of an approved advance must not exceed the amount needed for the actual, immediate cash needs of the Grantee in carrying out its obligations hereunder;

(4) THDA may, at any time, adjust the amount of advancement a Grantee is eligible for or even revoke a Grantee's eligibility to receive advance funds, based on the Grantee's subsequent performance hereunder or under another THDA program, at THDA's sole discretion.

c. If the Grantee is eligible for an advancement, it may receive its first advancement at the start of the Term, as long as THDA is in receipt of a fully executed version of this Grant Contract.

d. Grantees must expend the funds under an advance within thirty (30) days in order to be eligible for any further advances.

e. Each advancement must be fully expended before the Grantee is eligible for an additional advance. The Grantee will be required to show detailed documentation tracking each expenditure under an advance payment, demonstrating that each expenditure was appropriate.

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 THDA based on an approved payment schedule, using the forms prescribed, and providing all necessary supporting documentation required, under the THDA ESG Requirements, and present such to THDA electronically using the Grants Management System, as directed by THDA. The Grantee understands and agrees to all of the following.

a. An invoice under this Grant Contract shall include only reimbursement requests or renderings of expenditures under an advance payment 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 and advance payments.

b. 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. Except for the final invoice, an invoice under this Grant Contract shall be presented to THDA within ninety (90) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than 90 days after such date will NOT be paid. THDA will not deem such Grantee costs to be allowable and reimbursable unless, at the sole discretion of THDA, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it shall be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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, 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 revision of the Maximum Liability 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 forty-five (45) 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 THDA under this Grant Contract until the Tennessee Department of Finance & Administration 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 Tennessee Department of Finance & Administration. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Tennessee Department of Finance & Administration, 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 Tennessee Department of Finance & Administration 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 in accordance with Federal ESG Regulations and THDA ESG Requirements 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.

Grantee shall adopt a conflict-of-interest policy in accordance with 24 CFR § 576.404, which prohibits any employee, persons with decision making positions or having information about decisions made by an organization, from obtaining a personal or financial interest or benefit from the organization's activity, including through contracts, subcontracts, or agreements.

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:

Don Watt, Chief Programs Officer
Tennessee Housing Development Agency
Andrew Jackson Building, Fifth Floor
502 Deaderick Street
Nashville, TN 37243
DWatt@thda.org
Telephone #: (615) 815-2032

The Grantee:

Shane McFarland, Mayor
City of Murfreesboro
211 Bridge Ave, Murfreesboro, TN 37129
smcfarland@murfreesborotn.gov
Telephone # (615) 890-4660
FAX #: N/A

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 or the term specified in 24 CFR 576.500 (y), whichever is greater. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the THDA, HUD, 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 THDA, HUD, 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 THDA, HUD, 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 all reports in form and substance and within deadlines as specified in the Federal ESG Regulations and the THDA ESG Requirements.

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).

The Grantee shall also comply with all procurement requirements as stated in the Federal ESG Regulations and in the THDA ESG Requirements.

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, except as otherwise allowed under 24 CFR 576.

D.27. State Interest in Equipment. The Grantee shall take legal title to all equipment 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).

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment 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 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 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 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. 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 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. 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, 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;
b. Manufacturer's serial number or other identification number, when applicable;
c. Acquisition date, cost, and check number;
d. Fund source, State Grant number, or other applicable fund source identification;
e. Percentage of state funds applied to the purchase;
f. Location within the Grantee's operations where the equipment or motor vehicles is used;
g. Condition of the property or disposition date if Grantee no longer has possession;
h. Depreciation method, if applicable; and
i. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment 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 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 loss describing the reasons for the loss. Should the equipment 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 purchased with Grant funds. All equipment 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.

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. 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.4. 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.5. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.6. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E. 7. Title VI of the Civil Rights Act of 1964. The Grantee shall adhere to the requirements of Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d, which states that "No person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." The Grantee shall have in place or available a process to assist qualified persons of the provided service who may be limited in their English proficiency (LEP).

The Grantee agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized THDA personnel to review and copy such records as needed to ascertain compliance with Title VI. The Grantee shall deliver to THDA, on or before July 31st of each fiscal year, a Non-discrimination in Services Self Survey that describes the Grantee's policy, goals, objectives, and activities to ensure compliance with Title pursuant to the guidelines established by THDA Non-Discrimination in Services policy and guidance.

IN WITNESS WHEREOF,

GRANTEE NAME: CITY OF MURFREESBORO

SHANE MCFARLAND, MAYOR **DATE**

[THDA SIGNATURE PAGE ON NEXT PAGE]

[THDA SIGNATURE PAGE]

TENNESSEE HOUSING DEVELOPMENT AGENCY:

REBECCA CARTER, DIRECTOR OF COMMUNITY SERVICES **DATE**

ATTACHMENT A

TENNESSEE HOUSING DEVELOPMENT AGENCY
2025 ESG PROGRAM
DESCRIPTION OF GRANTEE ACTIVITIES

GRANTEE NAME: CITY OF MURFREESBORO

The activities for the 2025 ESG Project shall consist of the following:

1. Use ESG funds to provide Emergency Shelter services to homeless individuals and/or families in Rutherford counties.

2. Except as noted in #3 below, an invoice under this Grant Contract shall be presented to THDA within ninety (90) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than ninety (90) days after such date will NOT be paid. THDA will not deem such Grantee costs to be allowable and reimbursable unless, at the sole discretion of THDA, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it shall be signed by a Grantee agent that would be authorized to sign this Grant Contract.

3. The final invoice under this Grant Contract shall be submitted to THDA by November 14, 2026. An invoice submitted after that date will NOT be paid.

4. MANDATORY IMMIGRATION RESTRICTIONS & REQUIREMENTS. The Grantee must administer this Grant Contract in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws. Thus, the Grantee must administer its grant in accordance with THDA's PRWORA Policy, as published on THDA's website and as may be revised in accordance with federal guidance.

   The Grantee shall not use the funding under this Grant Contract in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

   The Grantee shall verify immigration status as required under THDA's PRWORA Policy to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

ATTACHMENT B

TENNESSEE HOUSING DEVELOPMENT AGENCY
2025 ESG PROGRAM
IMPLEMENTATION PLAN FOR ESG PROJECTS

GRANTEE: CITY OF MURFREESBORO

Grantee shall meet the following deadlines:

1.	Determination of Status for Environmental Review	10/01/2025
1.	Release of Funds	10/01/2025
2.	Begin Providing Services to Homeless	10/01/2025
3.	Contract Complete	09/30/2026
4.	Final Date to Submit Draw Support	11/14/2026

ATTACHMENT C

TENNESSEE HOUSING DEVELOPMENT AGENCY
2025 ESG PROGRAM
PROJECT BUDGET

GRANTEE NAME: CITY OF MURFREESBORO

ACTIVITY BUDGET: $134,375.00

STREET OUTREACH	$**0.00**
EMERGENCY SHELTER	$125,000.00
HOMELESSNESS PREVENTION	$0.00
RAPID REHOUSING	$0.00
DATA COLLECTION (HMIS)	$0.00
ADMINISTRATION	$9,375.00

MATCHING FUNDS: $125,000.00

OTHER NON-ESG FUNDS	
FEDERAL FUNDS	
STATE GOVERNMENT FUNDS	
LOCAL GOVERNMENT FUNDS	
PRIVATE FUNDS	$125,000.00
PROGRAM INCOME	
OTHER	

TOTAL PROJECT BUDGET: $248,880.00

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	City of Murfreesboro
Subrecipient's Unique Entity Identifier (SAM)	CMF9NNK9Z7D6
Federal Award Identification Number (FAIN)	E-25-DC-47-0001
Federal award date	09/23/2025
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.	14.231 Emergency Solutions Grant Program
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	$134,375.00
Total amount of federal funds obligated to the subrecipient	$134,375.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$3,407,923.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	ESG aims to reduce the length of time individuals experience homelessness, move individuals to permanent housing, and limit returns to homelessness.
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Erik D. Hoglund, Director of Community Planning and Development 710 Locust St. SW Knoxville, TN 37902 Phone: (865)474-8221
Name of pass-through entity	Tennessee Housing Development Agency
Name and contact information for the pass-through entity awarding official	Don Watt, Chief Program Officer Tennessee Housing Development Agency Andrew Jackson Building, Fifth Floor Nashville, TN 37243 DWatt@thda.org Telephone #: 615-815-2032
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)	N/A

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Project Spring Outside City Development Agreement

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider an outside City development agreement for Project Spring, to be served as an outside city sewer customer.

Staff Recommendation

Approve the development agreement.

Background Information

The Project Spring development is located 8808 Manchester Hwy, at the intersection of Epps Mill Road. It is approximately 171 acres total. Planning staff received the attached request to be served as an outside city sewer customer. Project Spring is a light industrial development supported by local and state economic development. The request for consideration is due to the unique circumstances of the project and its economic benefits for the City of Murfreesboro, Rutherford County, and the State of Tennessee. Legal staff prepared the attached development agreement outlining the requirements of the development.

Project Spring will connect to existing gravity sewer at the intersection of Miller Lane and Epps Mill Road and extend a public, but dedicated, sewer forcemain to the properties, which will ultimately be dedicated to MWRD for Operation & Maintenance. Easements will be dedicated to the city where the sewer forcemain is located on private property.

Council Priorities Served

Improve Economic Development

The approval of this request will help to facilitate the development of this property with light industrial uses, creating employment opportunities for the community.

Fiscal Impact

The development will pay sewer connection fees as well as special sanitary sewer assessment district fees based on a single family unit equivalent of 260 gallons per day.

Attachments

1. Hamilton Development Request
2. Proposed Development Agreement

HAMILTON
DEVELOPMENT

City of Murfreesboro

111 West Vine Street

Murfreesboro, TN 37130

Subject: Out-of-City Sewer Service Application and Petition for Annexation for 8808 Manchester Pike, Murfreesboro, TN associated with "Project Spring"

Dear Planning Commission,

This letter formally submits an annexation request and application for out-of-city sewer service for the property located at 8808 Manchester Pike. The legal description and signed Annexation Petition are attached. This request is made in conjunction with "Project Spring," a proposed light industrial development planned for this site and supported by local and state Economic Development.

We understand that the City of Murfreesboro requires an annexation petition for properties to apply for out-of-city sewer service. We are requesting consideration for out-of-city sewer service due to the unique circumstances of this project and its economic benefits for both the city and the state. Our understanding is that the annexation fee will be waived due to the primary purpose of this petition being for an out-of-city sewer service request. Our goal is to secure approval for out-of-city sewer service to facilitate the development of Project Spring. By submitting this request now, we aim to have this matter included on the December Planning Commission agenda.

Thank you for your time and consideration of this request. We are confident that Project Spring will be a valuable addition to the region, and we look forward to the opportunity to discuss this further with the Planning Commission.

Sincerely,

Jeff Konieczny

Hamilton Development

This Instrument Prepared By:
Joseph Leonard
Assistant City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Tax Map 156 Parcels 006.00 & 006.01

DEVELOPMENT AGREEMENT FOR SEWER SERVICE TO PROPERTY OUTSIDE THE CITY LIMITS

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and among the CITY OF MURFREESBORO, a Tennessee municipal corporation (the "**City**"), acting by and through its Water Resources Department (the "**Department**"), Long Range Owner, LLC, a Delaware limited liability company (the "**Developer**"), Barrett Firearms Manufacturing, Inc., a Tennessee corporation ("**Barrett**"), is entered into as of the last signature date to appear below.

RECITALS

A. Developer is the owner of approximately 48.79 acres located at 8808 Manchester Pike, Christiana, Rutherford County, Tennessee 37037, as more particularly described on Exhibit B attached hereto and incorporated herein and which is designated as a portion of tax parcel number 156-006.00 (the "**Developer Property**"); and

B. Barrett is the owner of approximately 122.20 acres located at 8808 Manchester Pike, Christiana, Rutherford County, Tennessee 37037, as more particularly described on Exhibit A attached hereto and incorporated herein and which is designated as a portion of tax parcel number 156-006.00 (the "**Barrett Property**") (the Developer Property and the Barrett Property are collectively referred to as the "**Property**"); and

C. The Property is located outside the current boundaries of the City, and Developer desires to improve and develop the Property as a light industrial development; and

D. Barrett has signed a fifteen (15) year lease for the Barrett Property with renewal option years and desires to use the Barrett Property as a firearms manufacturing facility; and

E. Developer and Barrett desire that the Department provide sanitary sewer service ("**Service**") to the Property; and

F. Developer desires to construct and, upon completion and acceptance by the City, dedicate to the City a sewer force main along Epps Mill Road and under a portion of Manchester Pike (the "**Public Facilities**") to extend the Department's existing public system to the point where the Public Facilities connect to the Developer's private sanitary sewer system on the Property; and

G. Developer desires to construct, inspect, and maintain a private sanitary sewer system on the Property (the "**Private Facilities**") up to the point where the Private Facilities connect to the Public Facilities at an approved location at a capacity required to serve the light industrial use on the Property; and

H. The Department is willing to provide Service to the Property upon its review and acceptance of properly designed and installed infrastructure that the Department in its sole discretion determines is adequate and appropriate to properly handle the Service and that will not have a detrimental impact on the services provided to other Department customers or the financial condition of the Department.

AGREEMENT

For and in consideration of the mutual benefits accruing to each party hereinafter set forth, the parties hereto agree as follows:

1. The forgoing recitals are hereby fully incorporated into the body of this Agreement as though reproduced verbatim herein in their entirety. Each reference to City, Department, Developer or Barrett herein shall include their heirs, successors, and assigns.
2. **Project Engineering.** Developer will retain the services of qualified civil and plumbing engineering consultants licensed in the State of Tennessee to design the sanitary sewer service, mainlines, interior mechanical and plumbing facilities, and all other facilities related to the Public Facilities and Private Facilities (collectively, the "**Project**") for the Development.
   2.1. Plans and specifications prepared by Developer's engineer must conform to all applicable statutes, codes, regulations, and criteria, including, but not limited to, the latest edition of: the Department's Standard Specifications for Construction; the Department's Policies, Procedures & General Design Requirements; the State of Tennessee Design Criteria for Sewage Works; all applicable Tennessee Department of Environment and Conservation regulations; the 2018 International Plumbing Code (as amended by the City and set forth in Chapter 23 of the Murfreesboro City Code), Chapter 33 of the Murfreesboro City Code; and any other sewer requirement applicable to the Project as determined by the Department or the State ("**Project Standards**").
   2.2. Developer must coordinate all sewer designs as well as building, plumbing, and mechanical designs with the Department Engineer, Chief Building Official, and/or City Engineer, as appropriate, and submit the design for review and approval to the Department Engineer for not less than a month for review; provided, however, the Department's and the City's workload may require additional review time. ***No work may begin on any portion of the Project prior to Department/City review and approval of Developer's required submissions.***
   2.3. Submissions for review must be complete and contain at a minimum:
      a. All materials specifically requested by the Department;
      b. Master plans;
      c. Engineering reports;
      d. Preliminary surveys;
      e. Waste plumbing plans to meet all Fats, Oils and Grease (FOG) requirements;
      f. Building plans, floor plans, plumbing plans, and mechanical plans that include without limitation, interior work, plumbing fixtures, processing equipment, wastewater generating equipment, and similar;
      g. Sewer force main extension plans;
      h. Detailed site plans;
      i. Sewer main profiles and a detailed survey layout of the sewer which includes the field location of an appropriate benchmark(s);
      j. Detail sheets;
      k. Project specifications;
      l. Hydraulic calculations; and
      m. Full cost estimates/take-offs.
   2.4. Developer must timely inform the Department of any material changes to the plans after approval and any field changes which would materially affect the design.

2.5. Developer shall obtain permits from the Chief Building Official for all plumbing and mechanical work and shall allow City inspectors to review and inspect work for compliance with the latest International Building Code adopted by the City, as amended, and the City's plumbing and sewer regulations found at Chapters 23 and 33 of the City's Code of Ordinance.

2.6. Developer acknowledges that the Department's approval of the Private Facilities is solely for the purpose of providing sewer service to the buildings and other facilities referenced in Developer's submissions to the Department. Developer agrees that it will not connect the Private Facilities to any building or other facility not proposed in Developer's submissions to the Department without the review and approval of the designs for such additional buildings, facilities, and/or connection(s) by the Department. Developer further agrees to submit the documents requested by the Department as part of such additional review-and-approval process.

3. **Construction & Inspection.**

3.1. The Department must approve all materials submitted for review including the lay-out, cut sheets and line locations before a Notice to Proceed for construction begins.

3.2. The Department/City must be allowed to inspect all sewer construction and witness all testing including without limitation related plumbing, FOG interceptors, gravity sewer service lines, gravity sewer mains, sewer pump station, and force main where applicable.

3.3. Developer, at its sole expense, is responsible for construction of the Public and Private Facilities in conformity with the Project Standards and the plans and specifications submitted to and approved initially by the Department, but ultimately by the Tennessee Department of Environment and Conservation. The Department will not accept or connect the Public or Private Facilities, or any parts thereof, that do not comply with all requirements.

a. Connections of the new construction to existing sanitary sewer may be performed by the Department at the Department's option, the cost of which will be paid by Developer to the Department.

b. The Department may require prepayment of estimated costs for labor and materials performed or provided by the Department.

3.4. Developer must maintain erosion barriers and take other steps to prevent the erosion and tracking of materials from the site onto adjoining parcels, streams, and public rights-of-way.

3.5. Additionally, Developer is solely responsible for:

a. Obtaining all permits from other governmental agencies and utilities; no charge or fee set forth herein incorporates any permit or other fees required by other governmental agencies, and/or utilities;

b. Obtaining bids and award of contracts for construction of the accepted design;

c. Preparation, verification, approval, and payment of periodic payment requests made by Developer's contractor; and

d. Obtaining any offsite easements and/or rights-of-way that may be required.

3.6. Developer may be required as a condition for the provision of Service to transfer or provide certain easement rights to the City, as reasonably determined by the Department, to or over certain portions of the Property. If the easements require dedication to the City for the public benefit with attendant rights and duties allocated between the parties, the Developer will, at Developer's expense, provide the Department with legal descriptions, exhibits, or other title information for any required documents, and such legal documents will be prepared by the

City Legal Department and approved as to form by the City Attorney and the attorney for the Developer.

3.7. Coordination.

a. If the Property is located within the service area of Consolidated Utility District ("CUD"), Developer must coordinate all water line design, hydraulics, and installation with CUD.

b. Developer is solely responsible for coordination of its construction activities with other utilities.

c. Developer is solely responsible for securing approval of the County, or State, as appropriate, for any construction activity that may affect a roadway or right of way, and Developer agrees at all times to properly mark the construction area with barriers, barricades, fences, guards and flagmen as required by the *Manual on Uniform Traffic Control Devices,* Part 6 ("MUTCD") and undertake any other measure necessary, prudent, or recommended to minimize the danger to the public, all of which are incorporated into and considered by the parties to be part of the Project Standards.

1) On streets which are not barricaded to block all traffic, Developer agrees to place and maintain a drum type barricade as described in MUTCD, stabilized with sandbags, on each manhole cover and/or casting which extends more than two inches above the existing street surface.

2) Without limiting Developer's obligation to conform with all provisions of MUTCD, Developer agrees to place and maintain signs as provided in Part 6 of the MUTCD.

3.8. Private Facilities Operation & Maintenance.

a. Unless otherwise agreed between Developer and Barrett, Developer shall be required to provide for the long-term operation, maintenance, and repair of the Private Facilities and further ensure that the Private Facilities remain in proper working condition, all at Developer's sole expense. Developer and Barrett shall be jointly and severally liable for compliance with all federal, state, and municipal laws and regulations relating to the Public Facilities and the Private Facilities, including without limitation the City of Murfreesboro Code of Ordinances. Failure to comply with all applicable laws and regulations shall be considered a material breach of this Agreement. Developer shall provide written notice to City of any change in tenancy on the Property prior to any successor tenant's occupancy of same. Any future tenant may be required by the City to execute documentation acceptable to the City to effectuate the continuing intent and operation of this Agreement.

b. Developer may be required to install a remote monitoring system acceptable to the Department on the pump station(s) serving the Private Facilities. The Department will bear the cost of the monthly service for the monitor; however, the licensed collection system operator shall be notified of all alarms associated with the station.

c. All interior facilities on the Property must comply with the Project Standards, including without limitation pre-treatment standards and requirements of Chapter 33 of the City's Code of Ordinances.

d. The Department shall have the right to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the Private Facilities and its appurtenances. By arrangement with Developer, the Department may install and maintain equipment to monitor the performance of the Private Facilities. Developer shall be solely responsible

for the costs associated with any necessary flushing or other maintenance/repair operations by the Department.

e. If the Department finds that Developer or Barrett has not maintained the system, the Department may order Developer or Barrett to make repairs to bring the system up to standards. If the work is not performed within the time specified by the Department, Developer and Barrett understand and agree that the Department may enter the Property and take steps necessary to repair or maintain the Private Facilities.

f. Neither the City nor the Department shall be obligated to maintain or repair the Private Facilities, and this Agreement shall not be construed to impose any such obligation on the City and/or the Department.

g. If the City and/or the Department incur expenses in repairing or maintaining the Private Facilities, and Developer fails to pay the City and/or the Department for the above expenses within 45 days of a written notice, the City and/or the Department may collect said expenses from Developer through appropriate legal action, and Developer shall be liable for the reasonable expenses of collection, including court costs and attorney's fees.

h. Other than providing an access point for Service to the public sewer to Developer at an approved location, the Department shall have no responsibility for or liability in connection with the supply of water or the proper operation of the Private Facilities for the Property.

i. Developer represents, warrants, and confirms, and the City acknowledges, that the Private Facilities described and/or contemplated herein are and shall remain the private and separate property of Developer, shall not be considered property of the Department or the City, and shall not be deemed integrated into the Department's system. No parties other than Developer, and for no other purpose than for the servicing of the Property and City-approved uses and facilities constructed thereon, shall be allowed to use or benefit from the Private Facilities without the express written consent of the City, said consent to be at the City's sole discretion without regard to reasonableness or other standards. To ensure sufficient capacity is maintained in the Private Facilities for the Developer's needs, the City shall not permit any other person or entity other than the Developer to use or benefit from the Private Facilities without the express written consent of Developer.

j. Developer shall, at its sole expense, relocate any portion of the Private Facilities as may be required from time to time for roadway or other public improvements or, at the discretion of City, reimburse City for design, inspection, and relocation expenses for the Private Facilities in conjunction with any future roadway or other public improvement.

k. Developer shall, at its sole expense, remove and/or relocate any portion of the Public Facilities as may be required by the Tennessee Department of Transportation (“TDOT”) for any future widening, alignment, redesign, repair or other construction of Epps Mill Road or Manchester Pike (hereafter referred to as a “Future TDOT Road Project”) or, at the discretion of City, reimburse City for design, inspection, removal and/or relocation expenses for the Public Facilities in conjunction with a Future TDOT Road Project. In the event Developer fails to pay or reimburse under this subsection k, the City may perform such design, inspection, removal and/or relocation at Developer’s expense and seek recovery in a court of competent jurisdiction or by means of any other available legal remedy.

3.9. Statement of Costs. Upon completion of construction and prior to final acceptance by the Department for the purpose of the provision of the Services, the Developer will submit a sworn statement, the form for which will be provided by the Department, of actual costs of labor and materials required for construction of the Public Facilities, excluding sums previously billed through the Department.

3.10. Warranty.

a. Construction Warranty. Developer warrants that all water, sewer, and/or re-purified water lines associated with the Project will have been designed and constructed in accordance with all applicable Project Standards and that all such lines shall be free of structural defects and fit for their intended purpose. This warranty shall remain in effect for a period of three years following the date of acceptance by the Department. In the event Developer fails to properly construct the improvements required by the plans approved by the Department and the City or another developer is required to complete the work, Developer's construction warranty set forth herein will remain effective and joint and several with any subsequent warranties.

b. Repair Obligation. Developer acknowledges and agrees that, during the three-year Warranty Period, Developer is responsible for any maintenance and repair, regardless of cause, of the Public Facilities, including without limitation any water, sewer, and/or re-purified water lines constructed pursuant to this Agreement.

1) Developer's repair warranty does not preclude Developer from seeking indemnification or contribution from any third party that might have damaged the facilities covered by the warranty.

2) In the event of a problem requiring correction during the warranty period, or any extension thereof, the Developer's warranty period for the correction may be extended for up to three years from re-inspection approval by the Department following correction (a "**Warranty Extension**").

4. **Charges and Fees.**

4.1. Developer will pay to the Department prior to a connection, standard sewer connection fees of $2550 per single family unit (sfu) and Buchanan/Elam Sanitary Sewer Assessment District fees of $1000 per sfu. One sfu is defined as 260 gallons per day. Should standard sewer connection fees increase in the future, Developer agrees to pay the current fee. Additionally, Developer and Barrett will be responsible for the timely payment of all customary service and maintenance fees applicable to the Property pursuant to Section 8 of this Agreement. Any increase in gallons per day of sewage produced or water used by the Property may result in an increase in fees.

4.2. Barrett, and each successor Property owner or tenant, will be required to submit an Industrial Discharge Application for the Department's review and approval. Any expansion or change in the use of the Property may require the submittal of a new or revised Industrial Discharge Application for the Department's review and approval as determined by the Department in its sole discretion. The Department reserves the right to deny or discontinue the Service if any unapproved change in use or tenancy leads to an increase in gallons per day of sewage produced or water used by the Property that will have a detrimental impact on the services provided to other Department customers or the financial condition of the Department.

4.3. The Department will inspect the Project for compliance with the final plans and specifications, and Developer will pay to the Department a resident inspection fee of $1.00 per linear foot

based on actual footage of public sewer forcemain installed.

5. **Surety.** When required, surety will be in the form of an irrevocable letter of credit that may be drawn by presentation to a bank located in Rutherford County or in one of the immediately surrounding counties, a bond issued by an insurance company licensed to do business in Tennessee, or a cash deposit. The form, issuing entity, and all terms of letters of credit and bonds must be acceptable to the City Attorney.
   5.1. Performance Surety. If the Developer desires that the final plat be approved and executed prior to the completion and final acceptance of the Project, Developer must provide to the City surety in an amount set by the Department based upon the construction cost estimate prepared by the Developer's Engineer for the Project as approved by the Department. The surety shall remain in force through the completion of the work and shall extend for a period of 36 months after the completion of the work, or in the case of a Warranty Extension shall extend for a period equal to the extension of the warranty, except that the City may release a portion of the surety during the 36-month warranty period or any Warranty Extension established herein; provided however, that the surety retained for such warranty period will not be less than as follows:
      a. If improvements are within a private street or development, where easements will be dedicated, or if the sewer mains are within TDOT right of way the surety shall be no less than 25% of the total estimated construction costs if providing a letter of credit or cash, and 35% if providing a bond;
      b. In any event, surety shall be no less than $10,000.
   5.2. Critical Construction Surety. At times there will be critical construction performed where surety will be required prior to commencement of construction regardless of whether execution of a final plat is requested. Critical construction items include but are not limited to, highway, railway or stream utility crossings, highway, railway or streamside utility parallelisms, offsite utility improvements through properties not owned by the Developer or through publicly owned right-of-way, offsite and onsite erosion prevention and sediment control best management practices, and offsite and onsite property restoration to the pre-existing condition prior to any construction or disturbing activities. Such surety shall be provided to the City prior to the Department issuing a Notice to Proceed to start utility construction on the Development. The surety will be 100% of the construction cost estimate prepared by the Developer's Engineer for the Project as approved by the Department for those improvements within the critical construction areas.
6. **Insurance.** Developer agrees to provide liability insurance or require its contractor to provide liability insurance in the minimum amount of $1,000,000 per occurrence, which will endorse "the City of Murfreesboro and the Murfreesboro Water Resources Department" as additional insureds and require 30-day notice be provided to the City prior to any change in terms or coverage and prior to cancellation for any reason. Developer must deliver proof of insurance with proper endorsement to the City before initiating any construction activity. In the event Developer fails to provide proof of insurance or endorsement of the City as an additional insured, the City may purchase the necessary insurance and charge the cost thereof to the Developer together with an interest at LIBOR + 3% and an administrative fee of 20% of the premium per annum.
7. **Compliance with Other Laws.** Compliance with the Agreement and the City's other applicable development regulations shall not excuse Developer from complying with all applicable regulations and requirements of Rutherford County and the State of Tennessee.
8. **Outside Rates.** Developer and Barrett understand that the rate for sewer service to properties

outside the City limits is higher than for service to properties inside the City limits. Developer and Barrett agree to pay the rate as established and amended from time to time by the City Council.

9. **Indemnification.** Developer will be responsible for any and all claims arising from or associated with Developer's acts and omissions or those of Developer's engineers, contractors, partners, officers, employees, consultants, agents, invitees, or other affiliates, associates, or permitted or non-permitted parties. To the extent permitted by applicable law, Developer and Barrett hereby release the City, its officers, agents or employees, for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, maintenance, operation, or failure of the Public or Private Facilities subject to this Agreement. In the event a claim is asserted against the City, or its officers, agents, or employees, the City shall notify Developer, who shall defend at Developer's expense any suit based on such claim. If any judgment or claim against the City, or its officers, agents or employees, shall be allowed, Developer shall pay all reasonable costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion Developer or Barrett from any claims arising from any failure, regardless of any language in any attachment or other document that Developer or Barrett may provide.
10. **Notice.** Notifications required under this agreement must be sent first-class mail or hand delivered to the following addresses and will be deemed to have been delivered upon receipt:

If to the City:
Murfreesboro Water Resources Department
316 Robert Rose Drive
Murfreesboro, TN 37129

With a copy to:
City of Murfreesboro
Attn: City Attorney
111 Vine Street
Murfreesboro, TN 37130

If to the Developer:
Long Range Owner, LLC
Attn: Whitfield Hamilton
One Music Circle South
Nashville, TN 37203

With a copy to:
Mark Carver, Esq.
Sherrard Roe Voigt & Harbison, PLC
1600 West End Avenue, Suite 1750
Nashville, TN 37203

If to Barrett:
Barrett Firearms Manufacturing, Inc.
Attn: Brett Winton
P.O. Box 1077
Murfreesboro, TN 37133

11. **Covenants Run with the Land.** All obligations and undertakings of Developer and Barrett shall be deemed to be covenants running with the land and shall be fully binding on all heirs, successors and assigns of Developer and Barrett.
12. **Consent to Future Annexation.** Developer and Barrett hereby agree and consent to, and shall not in any way oppose, any future annexation of the Property upon the City's initiative.
13. **Miscellaneous.** In the event a party to this Agreement breaches the terms of this Agreement, the Court may award the prevailing party reasonable attorney's fees and court costs associated with enforcement of the Agreement in addition to any other relief either party is entitled. This instrument constitutes the

entire agreement of the parties notwithstanding any prior statements, understanding, or agreements, and it may be amended only in writing acknowledged by authorized agents of each of the parties. This Agreement may not be assigned by either party without the express consent of the other and is binding upon the parties hereto, their heirs, successors, and assigns. This Agreement may only be interpreted under and subject to the laws of the State of Tennessee. The venue for resolution of any dispute is solely Rutherford County, Tennessee and the parties hereby waive all rights to a trial by jury.

REMAINDER OF PAGE LEFT BLANK.

IN WITNESS WHEREOF, the parties sign this Agreement on the day and year last written below.

Developer: **LONG RANGE OWNER, LLC**,
a Delaware limited liability company

By: Long Range Investor Holdings, LLC, a Delaware limited liability company, its sole member

By: Long Range Investor HD, LLC, a Delaware limited liability company, its Administrative Member

By: HD Manager, LLC, a Tennessee limited liability company, its Manager

By: _____
Whitfield Hamilton, President

STATE OF TENNESSEE)

: ss

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Whitfield Hamilton with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager of HD MANAGER, LLC, the Manager of LONG RANGE INVESTOR HD, LLC, the Administrative Member of LONG RANGE INVESTOR HOLDINGS, LLC, the sole member of LONG RANGE OWNER, LLC, the within named bargainor, a Delaware limited liability company, and that he as such President of the Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this ____ day of _____ , 2025.

_____
Notary Public

My Commission Expires: _____ (SEAL)

Barrett Owner: **BARRETT FIREARMS MANUFACTURING, INC.,**
a Tennessee corporation

STATE OF _____)

: ss

COUNTY OF _____)

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State, the within named _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon their oath acknowledged themself to be the President or other duly authorized representative for the Barrett Firearms Manufacturing, Inc., a corporation of the State of Tennessee, and that they as such, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of said Corporation, and by attesting said instrument, by themself as such President or other duly authorized representative.

WITNESS MY HAND, at office, this ____ day of _____ , 2025.

_____

Notary Public

My Commission Expires: _____ (SEAL)

CITY OF MURFREESBORO

_____

By: Shane McFarland, Mayor

ATTEST:

_____

Date

_____

Erin Tucker, City Recorder

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State, the within named SHANE MCFARLAND and ERIN TUCKER, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon their oaths acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, a municipal corporation, and that they as such Mayor and City Recorder, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of said Corporation, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

Witness my hand and seal, this _____ day of _____, 2025.

_____

Notary Public

My Commission Expires: _____ (SEAL)

EXHIBIT A

BARRETT PROPERTY

Being land in the 25th Civil District of Rutherford County, Tennessee, located generally at the northeast quadrant of the intersection of Manchester Highway (U.S. 41, S.R. 2) and Cobb Road on the waters of Hurricane Creek and being more particularly described as follows:

Beginning at a ½" rebar set with cap "Barge Design" (to which all further reference for iron pin set shall refer) in the easterly right of way line of Manchester Highway [80 foot right of way], U.S. 41, S.R. 2 and being the northwest corner of the herein described, said set rebar being located S 78°28'43" W, 1.23 feet from a ½" capped rebar found "Roberts 2064"

Thence, with the southerly line of Stella Faye Haynes and Jonathan Scott Haynes of record in Record Book 2366, Page 3729, R.O.R.C., N 80°06'31" E, 271.10 feet to a ½" capped rebar found "Roberts 2064";

Thence, with the southerly line of Stella Faye Haynes and Sara Allyson Haynes McCombs of record in Record Book 2366, Page 3726, R.O.R.C. and generally running with a fence line, N 80°39'15" E, 167.17 feet to a ½" capped rebar found "Roberts 2064";

Thence continuing with Haynes, N 89°59'24" E, 39.56 feet to a ½" capped rebar found "Roberts 2064";

Thence, continuing with said line, S 69°24'04" E, 322.10 feet to a ½" capped rebar found "Roberts 064";

Thence, with the southerly line of Phillip T. Haynes of record in Record Book 2366, Page 3723, R.O.R.C. and generally running with a fence line, S 70°19'52" E, 354.16 feet to a ½" capped rebar found "Roberts 2064" at fence corner;

Thence, with the east line of Haynes and continuing with fence line, N 08°10'37" E, 170.01 feet to an iron pin set;

Thence, with the south line of Carl Hughes and generally running with a fence line, S 70°20'18" E, 558.46 feet to an iron pin set;

Thence, continuing with said line, S 81°25'01" E, 434.16 feet to a ½" capped iron rod "H & S Eng." Found at fence corner;

Thence, with the east line of Hughes and continuing with fence line, N 07°13'35" E, 764.47 feet to a fence post;

Thence, with the south line of Philip A. Davenport and Wife, Veronica Eve Davenport of record in Record Book 937, Page 2414, R.O.R.C. and continuing with a fence line, S 84°48'03" E, 210.40 feet to a fence post;

Thence, with the east line of Davenport, N 06°42'57" E, 1234.43 feet to an iron pin set in the southerly right of way line of Delbridge Road (50 foot right of way);

Thence, with the south right of way line of Delbridge Road, S 83°35'46" E, 206.77 feet to a ½" capped iron rod "Thompson" found;

Thence, with the west line of Pokyon Andrews and Lee Andrews of record in Record Book 1712, Page 2578, R.O.R.C generally running with a fence line, S 06° 44' 25" W, 928.17 feet to an iron pin set at fence corner;

Thence, continuing with fence line and the southerly line of said Andrews and Michael C. Utley and Virginia L. Utley of record in Record Book 1893, Page 1187, R.O.R.C., S 84°57'57" E, passing a ½" capped rebar "H & S Eng." found at 229.51 feet, in all, 759.70 feet to a ½" capped iron rod "Thompson" found;

Thence, with the south line of J. Jacobs Family, LLC of record in Record Book 1539, Page 3868, R.O.R.C. and generally continuing with fence line, S 84°57'57" E, 276.74 feet to an iron pin set;

Thence, with the west line of said J. Jacobs Family, LLC and generally running with fence line, S 00°05'26" W, 995.63 feet to an iron pin set;

Thence, continuing with said line, S 07°12'43" W, 55.95 feet to a ½" iron rod found disturbed;

Thence, continuing with the west line of J. Jacobs Family, LLC of record in Record Book 1539, Page 3868, R.O.R.C. and generally running with fence line, S 06°55'10" W, passing the start of a 12" wall at 9 feet and the end of wall at 141 feet, in all 1075.45 feet to a ½" iron rod found;

Thence, with the north line of J. Jacobs Family, LLC and generally running with fence line, N 79°13'16" W, 866.09 feet to fence corner at a 40" red oak;

Thence, continuing with said line, N 86°56'54" W, 99.51 feet to an iron pin set;

Thence, continuing with said line, N 46°20'51" W, 76.50 feet to a ½" iron rod found at fence corner;

Thence, continuing generally with a fence line and the west line of J. Jacobs Family, LLC of record in Record Book 1539, Page 3868, R.O.R.C. and Record Book 1226, Page 1927, R.O.R.C., S 05°24'30" W, 1342.68 feet to an iron pin set;

Thence, leaving said west line with a severance line John F. Whorley, Jr. of record in Book 1566, Page 3887, R.O.R.C. and Book 1566, Page 3891, R.O.R.C. the following four (4) calls:

N 25°43'44" W, 2025.01 feet to an iron pin set;

S 64°16'16" W, 382.76 feet to an iron pin set;

N 25°43'44" W, 152.74 feet to an iron pin set;

S 80°22'32" W, 708.00 feet to an iron pin set in the easterly right of way line of Manchester Highway;

Thence, with said easterly right of way of Manchester Highway, N 25°00'04" W, 961.87 feet to the point of beginning.

Containing 5,323,031 square feet or 122.20 acres, more or less according to an ALTA/NSPS Land Title Survey by Barge Design Solutions, Inc., File 3871900.

Being the same property conveyed to Barrett Firearms Manufacturing, Inc., a Tennessee corporation by Long Range Owner, LLC, a Delaware limited liability company by deed of record at Book 2564, Page 3876, in the Register's Office of Rutherford County, Tennessee.

EXHIBIT B

LONG RANGE PROPERTY

Being land in the 25th Civil District of Rutherford County, Tennessee, located generally at the northeast quadrant of the intersection of Manchester Highway (U.S. 41, S.R. 2) and Cobb Road on the waters of Hurricane Creek and being more particularly described as follows:

Beginning at a ½" rebar set with cap "Barge Design" (to which all further reference for iron pin set shall refer) at the intersection of the easterly right of way line of Manchester Highway (80 foot public right of way) and the northerly right of way line of Cobb Road (50 foot public right of way);

Thence, with said easterly right of way line of Manchester Highway the following three (3) calls:

N 28°38'05" W, 689.09 feet to an iron pin set;

Along a curve to the right 724.18 feet to an iron pin set, said curve having a central angle of

03°38'01", a radius of 11,419.41 feet, a tangent of 362.21 feet and a chord of N 26°49'04" W, 724.06 feet;

N 25°00'04" W, 738.03 feet to an iron pin set;

Thence, leaving said easterly right of way line with a severance line John F. Whorley, Jr. of record in Book 1566, Page 3887, R.O.R.C. and Book 1566, Page 3891, R.O.R.C. the following four (4) calls:

N 80°22'32" E, 708.00 feet to an iron pin set;

S 25°43'44" E, 152.74 feet to an iron pin set;

N 64°16'16" E, 382.76 feet to an iron pin set;

S 25°43'44" E, 2025.01 feet to an iron pin set in the westerly line of J. Jacobs Family, LLC of record in Record Book 1659, Page 1236, R.O.R.C.;

Thence, with said westerly line of J. Jacobs Family, LLC, S 05°24'30" W, 46.87 feet to an iron pin set at the northeast corner of Kimberly L. Roland of record in Record Book 1212, Page 1956, R.O.R.C.;

Thence, with the northerly line of Roland, N 81°10'52" W, 149.74 feet to a 5/8" rebar found with cap "Elkins" at the northeast corner of Alfred J. Mullins, of record in Book 299, Page 691, R.O.R.C. and Book 249, Page 521, R.O.R.C.;

Thence, with the northerly line of Mullins, N 82°34'05" W, 149.99 feet to a 5/8" rebar found with cap "Elkins" at the northeast corner of Thomas Bradbury as of record in Record Book 2345, Page 3360, R.O.R.C.;

Thence, with the northerly line of Bradbury, N 81°16'27" W, 150.07 feet to a ½" capped rebar found "H & S Eng." at the northwest corner of Bradbury;

Thence, with the westerly line of Bradbury, S 05°24'30" W, 346.03 feet to an iron pin set in the northerly right of way line of Cobb Road (50 foot right of way);

Thence, with said northerly right of way, N 81°10’12” W, 49.75 feet to an iron pin set;

Thence, with the easterly line of Billy W. Parker and Wife, Janice M. Parker of record in Book 667, Page 283, R.O.R.C., N 05°38’38” E, 301.94 feet to a ½” iron rod found at the northeast corner of Parker;

Thence, with the northerly line of Parker and Kara Sukow and Heath Sukow of record in Record Book 2390, Page 2606, R.O.R.C., N 81°29’24” W, 360.00 to an iron pin set;

Thence, with the westerly line of Sukow, S 05°24’21” W, 300.00 feet to a 5/8” iron rod found in the northerly line of Cobb Road (50 foot right of way);

Thence, with said northerly right of way, N 81°10’12” W, 135.20 feet to the point of beginning.

Containing 2,125,224 square feet or 48.79 acres, more or less according to an ALTA/NSPS Land Title Survey by Barge Design Solutions, Inc., File 3871900.

Being a portion of the John F. Whorley, Jr. property of record in Book 1566, Page 3887, R.O.R.C. and Book 1566, Page 3891, R.O.R.C.

Being the a portion of the property conveyed to Long Range Owner, LLC, a Delaware limited liability company, by John F. Whorley, Jr. by deed of record at Book 2560, Page 2028, in the Register’s Office of Rutherford County, Tennessee.

Being the same property conveyed to Long Range Owner, LLC, a Delaware limited liability company, by Long Range Owner, LLC, a Delaware limited liability company by Quitclaim Deed of record at Book 2560, Page 2033, in the Register’s Office of Rutherford County, Tennessee.

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Statewide School Resource Officer Program Grant Contract

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider statewide SRO program grant contract.

Staff Recommendation

Approve the grant contract.

Background Information

MPD has been awarded a total of $1,050,000 from the Statewide School Resource Officer Program Grant. The SRO grant provides funding to local law enforcement entities to place one full-time, POST-certified SRO in each K-12 public school and public charter school in Tennessee.

Council Priorities Served

Safe and Livable Neighborhoods

SROs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments.

Fiscal Impacts

Total State award is $1,050,000 which will be used to offset the FY25 salaries and benefits of 14 SROs assigned to qualifying schools.

Attachments:

1. State Grant Contract
2. Signature Authority Consent Form

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ENDOWMENT GRANT CONTRACT

Begin Date	End Date	Agency Tracking #	Edison ID
July 01, 2025	June 30, 2026	34901–01613	87448

Public Chapter	Bill #	Section	Item
0530	HB1409, SB1431	10	22

Grantee Legal Entity Name	Edison Vendor ID
Murfreesboro Police Department	0000004110

Service Caption (one line only)

Statewide School Resource Officer (SRO) Grant Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	$1,050,000.00				$1,050,000.00
TOTAL:	$1,050,000.00				$1,050,000.00

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☒ Government ☐ NOT Minority/Disadvantaged

☐ Other:

Grantee Selection Process Summary

☐ Competitive selection	
☒ Non-competitive selection	Pursuant to and in accordance with PC 0530 (HB1409, SB1431), the funding is available to local law enforcement entities that complete the required documentation and are selected to receive a grant contract for funding to place one (1) full-time POST-certified SRO in each K-12 public, public charter, and alternative school within their jurisdiction at which they are responsible for providing SRO services. The funding is as stipulated in the Public Chapter and is for the 2026 State Fiscal Year, subject to funds availability.

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 - EG

Speed Chart (optional)	Account Code (optional)

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GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
MURFREESBORO POLICE DEPARTMENT

This 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 Statewide School Resource Officer (SRO) Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID #: 0000004110

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. Background. The State received funding through Public Chapter 0530 (HB1409, SB1431) for the Statewide School Resource Office (SRO) Grant Program. The State conducted an application process to award grant funding to eligible law enforcement entities who have the responsibility to provide SROs to K-12 public, public charter, and/or alternative schools within their jurisdiction.

A.3. Availability of and Eligibility for Funding.

a. The State shall make grant funds available to a local law enforcement entity after the local law enforcement entity presents to the State an executed memorandum of understanding (MOU) between the entity and the local education agency (LEA), the public charter school, or the alternative school, pursuant to which the local law enforcement entity shall provide one (1) Peace Officer Standards and Training Commission (POST)-certified full-time SRO to each school in the LEA, the public charter school, or the alternative school within their jurisdiction at which they are responsible for providing SRO services. The MOU shall be in the form prescribed by the State and be the one designated for use in State Fiscal Year 2026.

b. Local law enforcement entities are eligible to apply for funding in the amount of seventy-five thousand dollars and zero cents ($75,000.00) for the 2026 State Fiscal Year to place one (1) full-time POST-certified SRO in each school within their jurisdiction at which they are responsible for providing SRO services. Funding shall not be awarded for more than one (1) SRO per K-12 public, public charter, or alternative school and shall not exceed seventy-five thousand dollars and zero cents ($75,000.00) per school for the 2026 State Fiscal Year.

A.4. Use of Funds. Funding may only be used for expenses directly related to placing an SRO in a school (i.e., salary, benefits, training, and equipment). (See also Section C.4.)

A.5. Certification and Training of SROs. As set forth in the MOU between the law enforcement entity and the LEA, the public charter school, or the alternative school, in addition to other requirements, an SRO must be POST-certified and a sworn officer of a law enforcement entity within the jurisdiction of the K-12 public school, public charter school, or alternative school community being served. SROs are also required to receive forty (40) hours of specialized training within the first year of being hired or assigned to a K-12 public school, public charter school, or alternative school, whichever is earlier. Annually thereafter, the SRO must obtain sixteen (16) hours of training specific to SRO duties in addition to the twenty-four (24) hours of POST-certified training.

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A.6. Documentation, Records, and Reports. In addition to the requirements for documentation, records, and reports contained in this Contract in Sections C.4. (Expenditures and Accounting) C.6. (Prerequisite Documentation), D.15. (Records), D.17. (Progress Reports), and D.18. (Annual and Final Reports), the Grantee shall also submit to the State a quarterly report, in a format and manner prescribed by the State, containing the information set forth below in Sections A.6.a. through A.6.e. This quarterly report shall be submitted to the State no later than the 15th of the first month following each quarter: the first quarterly report covering July, August, and September is due no later than October 15th; the second quarterly report covering October, November, and December is due no later than January 15th; the third quarterly report covering January, February, and March is due no later than April 15th; and the fourth quarterly report covering April, May, and June is due no later than July 15th.

a. The number of LEAs, public charter schools, and alternative schools that have executed an MOU with the law enforcement entity as part of the program.

b. The number of LEAs, public charter schools, and alternative schools that have executed an MOU with the law enforcement entity as part of the program and have been provided a full-time SRO.

c. The number of public elementary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.

d. The number of public secondary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.

e. Detailed expenditures showing how the funds are being spent, how much of the funds are being or have been spent, and remaining funding (unspent funds).

A.7. 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 with any attachments.

b. The Grantee's application for this grant funding.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 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 Million Fifty Thousand Dollars and Zero Cents ($1,050,000.00) ("Maximum Liability").

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.

C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an

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Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.

C.5. 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.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:

a. A Grantee completed and signed State provided "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. A Grantee completed and signed 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 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the 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

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approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this 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 Form to Report Lobbying,'' 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:

Tennessee Office of Homeland Security
ATTN: Statewide SRO Grant Program
Tennessee Department of Safety and Homeland Security
Tennessee Tower – 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email Address: TDOSHS_SROgrants@tn.gov
Telephone #: 615-295-5059

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The Grantee:

Michael Bowen, Chief of Police
Murfreesboro Police Department
1004 N. Highland Ave.
Murfreesboro, TN 37130
Email Address: 0216@murfreesborotn.gov
Telephone #: 615-893-1311

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 such 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

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grievances about the operation of the service program, and the Grantee shall 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 shall include the statement, "This project is funded under an agreement 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.

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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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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. 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 agreement shall not be construed as a waiver or relinquishment of any such 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.20. 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.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.22. 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.

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D. 23. 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.24. 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.25. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.26. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.28. 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.29. 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.

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. 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.

E3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

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

Docusign Envelope ID: 041A1016-EB84-4869-A3B1-55CA83F7A93B

TN Department of Safety & Homeland Security

Jeff Long
Commissioner

Bill Lee
Governor

SCHOOL RESOURCE OFFICER GRANT PROGRAM
SIGNATURE AUTHORITY CONSENT FORM

I, Shane McFarland (Name of Person Granting Signature Authority (Printed)) as the Mayor (Title of Person Granting Signature Authority (Printed))

of City of Murfreesboro (Name of Organization Receiving Grant (Printed))

hereby grant the person(s) identified below signature authority for the grant awarded by the Tennessee Department of Safety and Homeland Security / Office of Homeland Security. The following individual is, or individuals are, entitled to sign all grant related documents on behalf of my organization.

Michael Bowen, Chief of Police **Name and Title (Printed)**	DocuSigned by: Michael Bowen 00F17CACBD0C439... **Signature**
Jenny Licsko, Finance Manager **Name and Title (Printed)**	Signed by: Jenny Licsko F1FAEB2F1C2B4AE... **Signature**
Don Fanning, Captain **Name and Title (Printed)**	Signed by: Don Fanning 97BAFA287554439... **Signature**

The above signature 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 Department of Safety and Homeland Security / Office of Homeland Security.

Signature of Person Granting Signature Authority **Date**

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Agreement for Prisoner Processing

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the agreement with Rutherford County Sheriff's office for prisoner processing.

Staff Recommendation

Approve the Second Amendment to the agreement with Rutherford County Sheriff's office for prisoner processing.

Background Information

The RCSO has been processing and booking prisoners arrested by MPD for many years. Our current contract will expire on December 31, 2025. Both parties have mutually agreed to extend the contract through December 31, 2028.

Council Priorities Served

Safe and Livable Neighborhoods

MPD Officers will be able to serve the public through placing and processing prisoners according with State statues.

Fiscal Impacts

The annual expense of $25,000 is funded by the Department's FY26 operating budget. Future years will be budgeted accordingly.

Attachments:

Second Amendment to the Agreement with Rutherford County Sheriff's Office for Prisoner Processing.

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SECOND AMENDMENT
TO THE
AGREEMENT
BETWEEN THE CITY OF MURFREESBORO
AND
RUTHERFORD COUNTY SHERIFF'S OFFICE
FOR
PRISONER PROCESSING

This Second Amendment ("Second Amendment") to the Contract entered February 7, 2019, ("Contract") by and between City of Murfreesboro ("Murfreesboro"), and Rutherford County Sheriff's Office (RCSO) is effective as of this _____.

RECITALS

WHEREAS, on February 7, 2019, Murfreesboro entered into a contract with RCSO for the processing of prisoners arrested by the Murfreesboro Police Department ; and,

WHEREAS, the initial term of the contract between the Murfreesboro and RCSO was from February 7, 2019, to December 31, 2021; and,

WHEREAS, on November 18, 2021, Murfreesboro entered into the First Amendment to the Contract with RCSO extending the term from January 1, 2022, to December 31, 2025; and,

WHEREAS, Murfreesboro and RCSO wish to extend the Agreement term pursuant to clause 3 of the current Contract which states that the Agreement may be renewed and extended for successive three-year terms upon agreement of the Parties;

NOW THEREFORE, Murfreesboro and RCSO mutually agree to extend the term of the current Contract, from January 1, 2026, until December 31, 2028. All other terms of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties enter into this Second Amendment as of _____, 2025.

CITY OF MURFREESBORO

_____

Shane McFarland, Mayor

RUTHERFORD COUNTY

Signed by:
Joe Carr
3BB3B3B39D93495...

Joe Carr, Mayor

APPROVED AS TO FORM:

Signed by:
Adam F Tucker
43A2035E51F9401...

Adam F. Tucker, City Attorney

RUTHERFORD COUNTY SHERIFF'S OFFICE

DocuSigned by:
Mike Fitzhugh
0E512C9C266F4EB...

Mike Fitzhugh, Sheriff

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Purchase of Police Vehicles from Ford of Murfreesboro

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the purchase of new marked police vehicles.

Staff Recommendation

Approve the purchase of fourteen new police vehicles from Ford of Murfreesboro.

Background Information

The purchase of fourteen 2025 Ford Explorers are scheduled replacements and to outfit new positions approved in the FY26 budget. This purchase is for vehicles only, with no equipment. These vehicles are available for purchase through the State's General Services Central Procurement Office, which is permitted by State Statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Responsible budgeting

By utilizing the State's procurement contract, the City benefits from pre-negotiated, competitive pricing.

Fiscal Impact

The cost of this purchase, $628,264, is included in the department's FY26 Operating Budget.

Attachments

Contract with TT of F. Murfreesboro, Inc.

Docusign Envelope ID: FA991EE9-9267-41BC-A8A4-4648560CE8C7

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF F. MURFREESBORO, INC.
FOR PURCHASE OF VEHICLES FOR POLICE DEPARTMENT

This Contract is entered into and effective _____, ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF F. MURFREESBORO, INC.,** a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 209/84713 with TT OF F. MURFREESBORO, INC.***
- ***Sales Quote 20250717-104125909 dated July 17, 2025, from TT OF F. MURFREESBORO, INC. for fourteen (14) 2025 Police Interceptor Utility AWD, V6 vehicles ("Exhibit A")***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract No. 209/84713 with TT OF F. MURFREESBORO, INC.***
- ***Lastly, Sales Quote 20250717-104125909 dated July 17, 2025, from TT OF F. MURFREESBORO, INC. for fourteen (14) 2025 PI Utility AWD, V6 vehicles ("Exhibit A")***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicles with optional equipment listed and as set forth in the State of Tennessee Contract No. 209/84713 with TT of F. Murfreesboro, Inc., and Contractor's Sales Quotation dated July 17, 2025, from TT of F. Murfreesboro, Inc. for fourteen (14) 2025 *(14) 2025 Police Interceptor Utility AWD, V6 vehicles*.

2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/84713 on December 31, 2025, or as amended by the State of Tennessee. Contractor's performance 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.

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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. **Price; Compensation; Method of Payment.**

a. The price for the goods and other items to be provided under this Contract is set forth in the Sales Quotation dated July 17, 2025, from TT OF F. MURFREESBORO, INC. for fourteen (14) 2025 Police Interceptor Utility AWD, V6 vehicles and optional equipment as listed, at a price of $44,876 each, reflecting a **Total Purchase Price of $628,264.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or 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 Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

b. Deliveries of all items for the Murfreesboro Police Department shall be made to 1004 North Highland Avenue, Murfreesboro, TN 37130. Contact person Sgt. Tim Jensen (tel. 615-971-5990; email 0486@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

c. Deliveries of all items shall be made as stated in the Contract documents. 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 item(s) received which fail to meet the specifications as stated in the Contractor's Quote.

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.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the specifications and Contractor's quote and the most beneficial manufacturer's warranty available to the City.

5. **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.

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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 (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

1. Procure for the City the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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

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

If to the City of Murfreesboro:	If to the Contractor:
City of Murfreesboro Attn: City Manager Post Office Box 1139 111 West Vine Street Murfreesboro, TN 37133-1139	Ford of Murfreesboro Jason McCullough, Fleet Sales Manager 1550 NW Broad Street Murfreesboro, TN 37129-1709 mr.jason.mccullough@gmail.com

7. **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.

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8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Contract 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 contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Employment.** Contractor shall 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 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

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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 Contract, Sales Quotations, and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern 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, epidemic, pandemic 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.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
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 the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
23. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 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 Contract shall not be 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

By: _____
Shane McFarland, Mayor

TT of F Murfreesboro, Inc.

Signed by:
Jason McCullough
By: _____
9756961081234F4...
Jason McCullough, Fleet Sales Manager

APPROVED AS TO FORM:

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

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EXHIBIT A

City of Murfreesboro - 2025 PI Utility AWD, V6

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Tim Jensen
0486@murfreesborotn.gov
+16159715990

Reference: 20250717-104125909
Quote created: July 17, 2025
Quote expires: December 31, 2025
Quote created by: Jason McCullough
"Government Sales Manager"
mr.jason.mccullough@gmail.com
+16157859141

Comments from Jason McCullough

SWC 209
Contract # 84713

Products & Services

Item & Description	Quantity	Unit Price	Total
Police Interceptor Utility, 3.3L V6 FFV - Marked Police Interceptor Utility, 3.3L V6 FFV - Marked	14	$44,876.00	$628,264.00
	One-time subtotal		$628,264.00
		Total	**$628,264.00**

Purchase terms

Docusign Envelope ID: FA991EE9-9267-41BC-A8A4-4648560CE8C7

Questions? Contact me

Jason McCullough
"Government Sales Manager"
mr.jason.mccullough@gmail.com
+16157859141

Ford of Murfreesboro
1550 NW Broad St
Murfreesboro, TN 37085-4364
United States

Docusign Envelope ID: FA991EE9-9267-41BC-A8A4-4648560CE8C7

Prepared by: Jason McCullough
07/17/2025 Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$49,515.00
Packages		
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection *(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.*	-$2,330.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Docusign Envelope ID: FA991EE9-9267-41BC-A8A4-4648560CE8C7

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.	
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
	Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).	
	Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.	
	Includes: *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	
153	Front License Plate Bracket	N/C
68G	Rear-Door Controls Inoperable	$80.00
	Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	
85D	Front Console Plate Delete	N/C
Emissions		
425	50-State Emissions System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		$47,265.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Docusign Envelope ID: FA991EE9-9267-41BC-A8A4-4648560CE8C7

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

As Configured Vehicle (cont'd)

Code	Description	MSRP
Destination Charge		$1,595.00
TOTAL		$48,860.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared by: Jason McCullough
07/17/2025

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Oxford White

Interior: Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

* 18 x 8-inch front and rear black steel wheels
* P255/60RW18 AS BSW front and rear tires
* Lock-up transmission
* Alternator Amps: 250A
* All-speed ABS and driveline traction control
* HD lead acid battery
* Steering wheel mounted audio controls
* 8 inch primary display
* AM/FM
* Auxiliary input jack
* Vehicle body length: 198.8"
* Standard ride suspension
* Rear window defroster
* Manual folding door mirrors
* Deep tinted windows
* Speed sensitive wipers
* Dual-zone front climate control
* Driver front impact airbag
* Passenger front impact airbag
* Airbag occupancy sensor
* Class III tow rating
* Overdrive transmission
* Transmission electronic control
* Stainless steel dual exhaust
* Battery rating: 850CCA
* Fuel tank capacity: 21.40 gal.
* Bluetooth wireless audio streaming
* AM/FM stereo radio
* Seek scan
* External memory control
* Wheelbase: 119.1"
* Trip computer
* Power door mirrors
* LED brake lights
* Variable intermittent front windshield wipers
* Automatic climate control
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* 7 airbags

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$49,515.00
Order Code 500A	N/C
3.73 Axle Ratio	Included
GVWR: 6,840 lbs (3,103 kgs)	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50-State Emissions System	STD
SYNC Phoenix Communication & Entertainment System	Included
Oxford White	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Engine: 3.3L V6 Direct-Injection	-$2,330.00
Transmission: 10-Speed Automatic (44U)	N/C
Front License Plate Bracket	N/C
Rear-Door Controls Inoperable	$80.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Major Equipment

* Electronic stability control system with anti-rollover
* Fixed rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* Bucket front seats
* Front passenger seat with 8-way directional controls
* Manual front seat head restraint control
* Power height adjustable driver seat
* Power driver seat cushion tilt
* Power height adjustable control passenger seat
* Cloth front seat upholstery
* Driver seat with 2-way power lumbar
* 4-wheel disc brakes
* Brake assist system
* Manual rear child safety door locks
* 35-30-35 folding rear seats
* Fold forward rear seatback
* Manual rear seat head restraint control
* Split-bench rear seat
* Driver seat with 8-way directional controls
* Height adjustable front seat head restraints
* Manual reclining driver seat
* Power driver seat fore/aft control
* Power reclining passenger seat
* Power passenger seat fore/aft control
* Vinyl front seatback upholstery
* Front passenger seat with 2-way power lumbar
* 4-wheel antilock (ABS) brakes
* Hill start assist

As Configured Vehicle

	MSRP
Front Console Plate Delete	N/C
SUBTOTAL	$47,265.00
Destination Charge	$1,595.00
TOTAL	**$48,860.00**

Fuel Economy

City
N/A

Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: COPS Hiring Program Grant Award Acceptance

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider COPS Hiring Program grant award from the Department Office of Justice (DOJ)

Staff Recommendation

Accept the DOJ grant award.

Background Information

MPD has been awarded a part of the DOJs FY25 COPS Hiring Program grant. The project's purpose is to provide funding for law enforcement agencies to hire additional officers to increase policing capacity and crime prevention efforts.

This is a five-year program with a total federal award of $2,125,000 for the purpose of hiring 17 new police officers in FY27. The City will be required to match 48.16%, or $1,974,380, which will be met through officer salaries and benefits. The income, expenses and the additional personnel will be included in the department's FY27 budget requests.

Council Priorities Served

Maintain Public Safety

Additional police officers increases patrol presence and reduces response times, enhancing the department's ability to prevent and address crime.

Fiscal Impacts

Grant revenues and expenditures for MPD will increase by the grant amount each year of the grant term beginning in FY27, as outlined in the project budget summary.

Attachments

1. Award Package
2. Budget Summary

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	MURFREESBORO, CITY OF 111 W VINE ST
City, State and Zip:	MURFREESBORO, TN 37130
Recipient UEI:	CMF9NNK9Z7D6

Project Title: FY25 COPS Hiring Program	**Award Number:** 15JCOPS-25-GG-00791-UHPX
Solicitation Title: FY25 COPS Hiring Program	
Federal Award Amount: $2,125,000.00	**Federal Award Date:** 10/10/25
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.068 - COPS Hiring Program	
Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/30
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/30

Project Description:
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

Award Letter

October 10, 2025

Dear Michael Bowen,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by MURFREESBORO, CITY OF for an award under the funding opportunity entitled 2025 FY25 COPS Hiring Program. The approved award amount is $2,125,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
CMF9NNK9Z7D6

ORI Number

Street 1
111 W VINE ST

Street 2

City
MURFREESBORO

State/U.S. Territory
Tennessee

Zip/Postal Code
37130

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/10/25

Award Type
Initial

Award Number
15JCOPS-25-GG-00791-UHPX

Supplement Number
00

Federal Award Amount
$2,125,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.068	COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 FY25 COPS Hiring Program

Awarding Agency
COPS

Application Number
GRANT14447133

Grant Manager Name	Phone Number	E-mail Address
Lynette Chambliss	202-598-3402	lynette.chambliss@usdoj.gov

Project Title
FY25 COPS Hiring Program

Performance Period Start Date	Performance Period End Date
10/01/2025	09/30/2030

Budget Period Start Date	Budget Period End Date
10/01/2025	09/30/2030

Project Description
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/26/25 6:32 PM

Comments
No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	$4,099,385	-$5	$4,099,380	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	

SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$4,099,385	-$5	$4,099,380	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$4,099,385	-$5	$4,099,380	
Federal Funds:	$2,125,000	$0	$2,125,000	51.84%
Match Amount:	$1,974,380	$0	$1,974,380	48.16%
Program Income:	$0	$0	$0	0.00%

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or

nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

Condition 8
Award Owner’s Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C.

§ 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, 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 this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award 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 or 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 cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a 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.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; 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 DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.
7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this
appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to 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 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award 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.
Private Entity means 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.
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).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the

Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and

Federal awards (and subawards) subject to the Transparency Act; 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 section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (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.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; 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 section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (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.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, 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 award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the

award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the
recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a
recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27
Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208
If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

Condition 28
Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded

under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

Condition 29
Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is $125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:
• Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
• Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
• Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.
If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

Condition 30
Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:
• Violent Crime
• Squatting and Encampment Enforcement
• Homeland and Border Security
• Nuisance and Abatement and Quality of Life
• School Based Policing
Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?
Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;
Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Condition 31
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 32
Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

Condition 33
Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

Condition 34
Modifications: Occasionally, a change in an agency’s fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently $250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency’s fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

Condition 35
School Resource Officer (SRO) Training Requirement: COPS Office-funded SROs are required to complete a 40-hour basic SRO training course from a list of COPS Office-approved providers. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the date of the SRO's hire,

whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officer to retake the course. The agency must coordinate with the training provider to secure funding to cover registration and travel expenses.
If your agency fails to comply with the SRO basic training within the specified timeframe, the COPS Office may temporarily suspend grant funds or take other remedial actions in accordance with 2 C.F.R. §200.339 until your agency complies with this requirement.

Condition 36
Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior to the end date of the award.

Condition 37
Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

Condition 38
Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.
The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

Condition 39
Memorandum of Understanding Requirement (for School Resource Officers only)
Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:
• Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter. If your agency fails to submit the MOU within the 90 days, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until your agency submits the MOU.
• Your agency's MOU must contain the following information?

o The purpose of the MOU

o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
o Information sharing
o Supervision responsibility and chain of command for the SRO
o Signatures
Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/26/25 8:34 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time

no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Interim Finance Director

Name of Authorized Entity Official
no value

Signed Date And Time
no value

Budget Category	Total Cost		
Sworn Officer Positions:	$4,099,380		
Civilian or Non-Sworn Personnel:	$0		
Travel:	$0		
Equipment:	$0		
Supplies:	$0		
SubAwards:	$0		
Procurement Contracts:	$0		
Other Costs:	$0		
Total Direct Costs:	$4,099,380		
Indirect Costs:	$0		
Total Project Costs:	$4,099,380		
Federal Funds:	$2,125,000		51.84%
Match Amount:	$1,974,380		48.16%
Program Income:	$0		0.00%

Local Match Details

Local Match Progression Table

As part of the local match requirement for the COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

Please project in the chart below how your agency plans to assume a progressively larger share of the grant cost during each year of the program. The chart is only a projection of your plans. While your agency may deviate from these specific projects during the grant period, it must still ensure that the federal share decreases and the local share increases.

	Year 1	Year 2	Year 3	Total	Total from Budget
Local Match	$419,505	$683,697	$871,178	$1,974,380	$1,974,380
Federal Share	$867,000	$680,000	$578,000	$2,125,000	$2,125,000
Total	$1,286,505.00	$1,363,697.00	$1,449,178.00	$4,099,380	$4,099,380

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Planning Dept. Organizational and Operational Assessment Consulting Contract

Department: Administration

Presented by: Darren Gore, City Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a consulting contract with Thrivence, LLC for the organizational and operational assessment of the Planning Department.

Staff Recommendation

Approve the consulting contract with Thrivence, LLC.

Background Information

In such a fast-growing environment, Murfreesboro faces increasing demands on its planning functions. To provide the City's Planning Department a benchmark of its current and future capabilities as well as a roadmap in optimizing and leveraging its implementation of Cityworks Permits, Licensure and Land (PLL), a Request for Competitive Sealed Proposal (RFCSP) was issued on July 8, 2025. Nine proposals were received on August 20, 2025 to assess and the organizational and operational strengths and opportunities of the Planning Dept.

The lowest responsive and responsible bidder was selected based on the following criteria:

Evaluation Criteria:	**Points**
Firm's Experience/Qualifications of key personnel. Provide list of references for similar projects (AICP certification required of at least one staff member on this project)	25
Firm's methodology and approach including engagement of staff and integration/modification of local regulations and policies to achieve defined tasks	35
Firm's detailed schedule for completion with milestones identifying assessment deliverables	15
Detailed and transparent cost breakdown and strategies for managing and controlling costs	25
Total	100

Thrivence. LLC out of Nashville was determined to be the lowest responsive and responsible bidder and has been asked to provide an assessment of the City's Planning Department to enhance operational efficiency and organizational effectiveness. This

will require evaluation of the organization structures, operational functions and workflow processes, to identify areas of improvement and make recommendations.

A. Operational Assessment: includes process mapping and workflow optimization, interdepartmental coordination enhancement, and best practice gap analysis

B. Organizational Assessment: includes structural analysis for optimal organization, resource assessment for appropriate staffing, supervisory structure evaluation, management systems optimization, administrative process improvement, and benchmarking for continuous improvement

These services will be supported by project management, communications, reporting, and other required activities to ensure all aspects of Thrivence's services move toward successful outcomes.

Thrivence's deliverables will include and Operational Assessment Report, Organizational Structure Recommendations, Operational Improvement Recommendations, a Performance Management Framework, and a High-level Implementation Roadmap.

Thrivence will work with City of Murfreesboro to identify and prioritize the top workflows for assessment in the allotted 10-week work engagement.

Council Priorities Served

Improve economic development

Ensuring that the Planning processes are transparent, predictable, and adaptable to the changing needs of businesses and are tailored to support sustainable economic growth will foster efficient services and garner continued investment in Murfreesboro.

Fiscal Impact

The expense of these consulting services, or a lump sum of $95,000, will be funded from the Unforeseen Contingency Account and applied to the Planning Department's operational budget.

Attachments

Thrivence, LLC Contract and Statement of Work

Docusign Envelope ID: DFFDB6A2-E14F-411F-B958-5FDCEF2D0688

THRIVENCE
615 3rd Avenue South, Suite 700
Nashville, Tennessee 37210

October 8, 2025

Statement of Work

This Statement of Work ("SOW") will confirm the mutual understanding and agreement of The City of Murfreesboro referenced as "Murfreesboro" and Thrivence, LLC. ("Thrivence") as to the terms and conditions pursuant to which Thrivence will perform the services outlined in the Scope of Work described herein. The terms and conditions of this SOW are included below.

A. Background and Objectives

As a growing city of approximately 175,000 residents, Murfreesboro faces increasing demands on its planning functions. Thrivence has been asked to provide an assessment of its Planning Department to enhance operational efficiency and organizational effectiveness. This will require evaluation of the organization structures, operational functions and workflow processes, to identify areas of improvement and make recommendations.

B. Scope of Services

Thrivence will provide consulting services to Murfreesboro to enhance the Planning Department's operational and organizational effectiveness.

A. Operational Assessment: includes process mapping and workflow optimization, interdepartmental coordination enhancement, and best practice gap analysis
B. Organizational Assessment: includes structural analysis for optimal organization, resource assessment for appropriate staffing, supervisory structure evaluation, management systems optimization, administrative process improvement, and benchmarking for continuous improvement

These services will be supported by project management, communications, reporting, and other required activities to ensure all aspects of Thrivence's services move toward successful outcomes.

C. Approach

Thrivence will work with City of Murfreesboro to identify and prioritize the top workflows for assessment (up to five) in the allotted 10-week work engagement. This estimated duration includes actual work time and holidays observed by both Thrivence and the City of Murfreesboro in November, December and January. Holidays will be coordinated with Murfreesboro. Therefore, the total engagement may span 12-14 weeks.

Our approach includes the following four phases.

1. Discovery and Data Collection
    a. Review organizational documents, policies, and procedures
    b. Analyze current workload/workflow metrics and performance data
    c. Conduct facilitated group interviews with leadership, staff, cross-departmental partners, and select external stakeholders
    d. Assess current technology usage, including CityWorks PLL implementation
    e. Collect historical workload data and performance metrics

2. Analysis and Benchmarking
    a. Prioritized process mapping and workflow analysis
    b. Comparative analysis with up to 3 peer cities based on public data
    c. Identify operational inefficiencies and structural misalignments

Docusign Envelope ID: DFFDB6A2-E14F-411F-B958-5FDCEF2D0688

d. Workload capacity analysis and resource allocation evaluation
e. Staff capability assessment and skills inventory
f. Prioritized customer journey mapping and service experience evaluation

3. Recommendation Development
   a. Develop alternative organizational structures
   b. Create process improvement recommendations that aligns with proposed org structure
   c. Identify training needs and cross-training opportunities
   d. Develop performance metrics and monitoring framework
   e. Draft implementation action plans, emphasizing progress milestones and quick wins
   f. Provide resource allocation models and staffing recommendations

4. Reporting and Presentation
   a. Prepare draft report with executive summary
   b. Conduct review session with key stakeholders
   c. Prepare final report with implementation roadmap
   d. Present to City leadership and Council

D. Deliverables

Outcomes of our services will consist of key deliverables provided to Murfreesboro; examples include:

a. Operational Assessment Report
b. Organizational Structure Recommendations
c. Operational Improvement Recommendations
d. Performance Management Framework
e. High-level Implementation Roadmap
f. Weekly project status reports

E. Key Assumptions and Dependencies

a. Thrivence will work with the City of Murfreesboro to identify a maximum of five (5) operational workflows for analysis. These workflows will be assessed from an overall operational efficiency, internal and external stakeholder perspective. Thrivence will work with the City of Murfreesboro to prioritize these defined workflows and address within the defined 10-week project timeframe.
b. Both Thrivence and client team members will be readily available to participate in project team meetings, working sessions, status meetings, stakeholder interviews and deliverable reviews. Any significant delays may result in a delay in the final delivery of the project.
c. Comparative analysis / benchmarking will be conducted based on publicly available data.
d. The City of Murfreesboro will provide requested data/analysis related to the engagement activities in a timely manner.

F. Resourcing and Roles

Below are the anticipated staffing roles that Thrivence will provide to achieve the project goals:

a. Project Lead
b. Organizational & Operational Assessments consultant
c. Operational Analysis & Execution consultant
d. Project Planner
e. Organizational Change consultant

Thrivence reserves the right to complement these roles with supporting coordinator and administrative roles, as necessary.

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G. Engagement Duration

For the purposes of this SOW the estimated start date will be assigned once Mayor approval is obtained and Murfreesboro selects a kick-off date. Project duration will include an anticipated 2-3 weeks allocated as holiday downtime (see Section C). This holiday consideration will be coordinated with Murfreesboro early in the engagement.

H. Engagement Fees and Payment Terms

The fixed fee cost for services outlined in this Statement of Work will be $95,000.

Any changes to the timeline that are due to issues out of control of Thrivence will be reviewed with Murfreesboro and additional fees may be applied.

Thrivence will invoice Murfreesboro on a monthly basis. Murfreesboro agrees to pay each invoice within thirty (30) calendar days of receipt. If any payment due to Thrivence is not received within the stipulated thirty (30) calendar days, a late payment interest of 1.5% per month, calculated daily from the due date until payment is made in full, may be applied.

I. Expenses

Client will be responsible for reimbursing all pre-approved out-of-pocket expenses. Expenses will be billed with the monthly invoice.

J. Changes to Scope of Work

If Client proposes making an addition, deletion, or revision to the above scope of work or other provisions of this SOW, the following process will be used:

Client will provide Thrivence with a written outline of the requested change (a “Change Order”). Upon receipt of the proposed Change Order, Thrivence shall provide Client with a written analysis describing the feasibility, method of approaching the change, any impact to timeline, and a binding estimate. Upon receipt of Thrivence’s analysis, Murfreesboro’s City Manager will determine whether or not to present a proposed Change Order to City Council for approval. If City Council approves the Change Order, the Change Order shall be executed by both the Client and Thrivence, and such executed Change Order shall be automatically deemed an amendment to this Statement of Work.

K. Contract Termination

Either party may terminate this Agreement at any time by providing the other party with thirty (30) days written notice of termination. Upon termination, both parties shall fulfill any outstanding obligations incurred prior to the termination date.

L. Terms and Conditions

1. Where applicable, Client will provide Thrivence the necessary data, access, and licenses for required applications and technologies within 3 days of the engagement start date.
2. Client will assign a single engagement sponsor (or designee), prior to engagement start date, who will be readily available to discuss engagement issues, objectives, risks, and scope as the engagement progresses.
3. Client will provide ongoing feedback on services and deliverables prior to finalization.
4. Client functional team resources and leads required for this engagement will make the following available in a timely fashion to accomplish the desired engagement timeline: resource time, associated data needs, reference material, historical context, conversations, and decisions related to the scope and deliverables.
5. Client shall promptly review services and/or deliverables for compliance with the specifications after delivery of such services and/or deliverables or a status report by Thrivence. The services and/or deliverables shall be deemed to have been accepted by Client upon the occurrence of any of the following events: (a) Client fails to give written notice of rejection (“Rejection Notice”) of any services and/or deliverables within 10 days after the

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receipt of such services and/or deliverables (the "Acceptance Period"); (b) Client gives a written notice of acceptance; or (c) Client elects to accept by written notice to Thrivence services and/or deliverables.

6. If Thrivence receives a Rejection Notice from Client, Thrivence will use commercially reasonable efforts to modify the rejected services and/or deliverables at its own expense so that they will meet the specifications and shall deliver the modified services and/or deliverables for review and acceptance as set forth herein.
7. If Thrivence fails to modify the services and/or deliverables that have not been accepted by Client to conform to the specifications within a reasonable time after Thrivence receives a Rejection Notice or, notwithstanding such modifications, the services and/or deliverables do not meet the specifications after re-delivery to Client, then Client may, at its option, (i) terminate this SOW by written notice to Thrivence, or (ii) accept the services and/or deliverables despite the deficiencies. If Client elects to terminate this Statement of Work pursuant to this section, then Thrivence shall refund to Client all the sums received from Client for such non-conforming services and/or deliverables. This shall be Thrivence's sole liability and Client' exclusive remedy for any non-conforming services and/or deliverables.
8. Thrivence makes no other warranties concerning the services or deliverables including, but not limited to, any implied or verbal warranties, warranties or merchantability, fitness for a particular purpose, non-infringement, or otherwise. Neither party shall be liable for any direct, indirect, or consequential damages related to this SOW in an amount greater than the fees received by Thrivence under this SOW for the portion of the services giving rise to the claim.

M. Contract Acceptance

By signing, Thrivence, LLC. and The City of Murfreesboro agrees to the terms of this Statement of Work.

Accepted By:	**Client**	**Thrivence, LLC.**
Signature:		Signed by: A9AA9F768E9745D...
By:	Mayor Shane McFarland	Paul Kreine-Kracht
Title:	Mayor of The City of Murfreesboro	Chief Executive Officer
Date:		10/8/2025
By:	Adam Tucker	Signed by: Adam F. Tucker 48A2E38E5B7940...
Title:	City Attorney for of The City of Murfreesboro	
Date:	10/8/2025	

Invoice Recipient Information

Recipient Name:	Accounts Payable	
Recipient Email:	Accountspayable@murfreesborotn.gov	
Email cc:	Bnewman@murfreesborotn.gov	Ben Newman Director of Land Management & Planning

Client Legal Address

111 W. Vine Street,
Murfreesboro, TN 37130

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Gateway Commission

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Appointment of eligible individuals to serve on the Gateway Commission.

Mayoral Recommendation

Appoint the following individual to fill the vacancy left by Misty Lavender Foy.

Member	Term Expiration
Steven Dotson	10/01/2029

Background Information

The Commission makes informed recommendations to City Council about the sale, lease, gift or other use of Murfreesboro Gateway property which recommendation shall then be accepted or rejected in their totality by the City Council. As established by Resolution 03-R-29, there are five appointed members for three-year terms.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

COUNCIL COMMUNICATION

Meeting Date: 10/23/2025

Item Title: Beer Permits

Department: Finance

Presented by: Erin Tucker, City Recorder

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
The City Schools Foundation	10/24/2025	Pickleball Tournament Fundraiser	925 Golf Ln
The City Schools Foundation	10/25/2025	Pickleball Tournament Fundraiser	925 Golf Ln

Background Information

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

Council Priorities Served

Maintain public safety

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

Attachments

Summaries of Request

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	The City Schools Foundation
Organization Address	2552 South Church Street
Event Location	Adams Tennis Complex 925 Golf Ln
Event Date	10/24/2025
Event Time	5:00 p.m. until 9:00 p.m.
Period for Beer to be Served	5:30 p.m. until 8:30 p.m.
Nature and Purpose of Event	Fundraiser
Approximate Number of Persons Expected to Attend	60
Event Location	Adams Tennis Complex 925 Golf Ln
Event Date	10/25/2025
Event Time	8:00 a.m. until 1:00 p.m.
Period for Beer to be Served	10:00 a.m. until 1:00 p.m.
Nature and Purpose of Event	Fundraiser
Approximate Number of Persons Expected to Attend	100
Special Event Permit Approved?	Yes
Application Completed Properly?	Yes
Internal Revenue Letter Provided?	Yes

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

No Items.