MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
December 4, 2025

Public Comment on Actionable Agenda Items

PRAYER

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Proclamation: MTCS High School Volleyball Team
STARS Award: Allison Davidson

Consent Agenda

1. Purchase of Vehicles (Street)
2. Purchase of Rock Salt (Street)
3. Asphalt and Concrete Purchase Report (Street)
4. Purchase CommonLook Software (Communications)
5. Work Authorization No.16 -Supplemental Agreement with HMB (Engineering)
6. Purchase of Software Interface from Tyler Technologies (Police)
7. Donation of Used Equipment and Vehicles to Various Law Enforcement Agencies (Police)
8. Amendment No. 3 to Contract for Engineering Study of Transit Route and Shelter Placement (Transportation)
9. Barracuda Data Back-up System Annual Support (Water Resources)
10. Mandatory Referral for Abandonment of a Portion of a Drainage and Detention Easement Along Captain Joe Fulghum Drive (Planning)

Minutes

11. City Council Meeting Minutes (Finance)

Old Business

<u>Ordinance</u>

12. FY26 Budget Amendment (Finance)
    a. FY26 Budget Amendment Changes
    b. Ordinance 25-O-40 (2nd and Final Reading)

New Business

<u>Land Use Matters</u>

13. Plan of Services, Annexation, and Zoning for property along Blackman Road (Planning)
    a. Public Hearing: Plan of Services and Annexation for 3.95 acres
    b. Plan of Services and Annexation: Resolution 25-R-PSA-37
    c. Public Hearing: Zone 2.06 acres simultaneous with annexation
    d. First Reading: Ordinance 25-OZ-37

14. Rezoning property along East Burton Street and North Spring Street (Planning)
    a. Public Hearing: Rezone 0.29 acres
    b. First Reading: Ordinance 25-OZ-38
15. Rezoning property along Bridge Avenue and New Salem Highway (Planning)
    a. Public Hearing: Rezone 6.12 acres
    b. First Reading: Ordinance 25-OZ-39
16. Sewer Allocation Variance- Joe B Jackson Parkway – McDonald's (Planning)
17. Sewer Allocation Variance- Alumni Drive – MTSU On-Campus Housing (Planning)

Ordinance

18. Ordinance 25-O–41 Amendment to Ethics Code (Legal)

On Motion

19. Patterson Park Improvements Final Change Order (Project Development)
20. Contract with TDOT for FY25 Operating Assistance (Transportation)
21. CIP Transfers (Finance)
22. Purchase of Fairway Mower and Sprayer LLC (Golf)
23. Health Benefits Service Agreements for 2026 (Human Resources)
24. Thompson Ln Widening Appraisal Contract Revisions (Water Resources)
25. MOU with the Town of Smyrna, Rutherford County and the City of LaVergne (Police)
26. Purchase of Pierce Fire Trucks (Fire)
27. Rutledge Way Extension (Engineering)

Board & Commission Appointments

Licensing

28. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title:	Purchase of Vehicles
Department:	Public Works Department
Presented by:	Tracy Brown, Assistant Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a request to purchase one 2025 Ford F-150 4x4 and one 2025 Ford Explorer 4x4 from Lonnie Cobb Ford, LLC.

Staff Recommendation

Approve the purchase of two new vehicles from Lonnie Cobb Ford, LLC.

Background Information

The F-150 and Explorer will serve as replacements for vehicles in our current inventory that are in a state of decline due to age and maintenance costs.

State statute and Council Resolution authorize cooperative purchases. The purchase of these vehicles will be done through the State of Tennessee General Services and Procurement Office contract with Lonnie Cobb Ford, LLC to procure the most competitive price for the items the department needs.

Council Priorities Served

Responsible Budgeting

By utilizing the State's procurement contract, the City benefits from competitive pricing.

Fiscal Impact

The expense, $47,447 for the F-150 truck and $40,880 for the Explorer, totaling $88,327, is funded by the department's FY26 Fixed Asset Budget.

Attachments

City Contract with Lonnie Cobb Ford, LLC

Docusign Envelope ID: C6D69AED-0211-4467-846A-98E5D8370E48

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
LONNIE COBB FORD, LLC.
FOR PURCHASE OF VEHICLES

This Contract is entered into and effective as of_____, ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **LONNIE COBB FORD, LLC,** a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 209/84711 with Lonnie Cobb Ford, LLC***
- ***Sales Quote dated October 27, 2025, from Lonnie Cobb Ford, LLC for one (1) 2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)***
- ***Sales Quote dated July 9, 2025, from Lonnie Cobb Ford, LLC for one (1) 2025 Explorer 4dr 4x4 Active (K8D)***
- ***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. 209/84711 with Lonnie Cobb Ford, LLC***
- ***Lastly, Sales Quotes dated October 27, 2025, from Lonnie Cobb Ford, LLC for one (1) 2025 Ford F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L) and dated July 9, 2025, from Lonnie Cobb Ford, LLC for one (1) 2025 Explorer 4dr 4x4 Active (K8D)***

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. 209/84711 with Lonnie Cobb Ford, LLC, and Contractor's Sales Quotes dated October 27, 2025, from Lonnie Cobb Ford, LLC for one (1) 2025 Ford F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L) and dated July 9, 2025, from Lonnie Cobb Ford, LLC for one (1) 2025 Explorer 4dr 4x4 Active (K8D).

2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/84711 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.

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 Contractor's Sales Quotes dated October 27, 2025, from Lonnie Cobb Ford, LLC for one (1) 2025 Ford F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L) for a price of $47,447.00, and dated July 9, 2025, from Lonnie Cobb Ford, LLC for one (1) 2025 Explorer 4dr 4x4 Active (K8D) for a price of $40,880.00, reflecting a **Total Purchase Price of $88,327.00**. 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 Street Department shall be made within 180 days of issuance of Purchase Order to Attn: Tracy Brown – Murfreesboro Street Department – 620 West Main Street, Murfreesboro, TN 37130. Contact Person Tracy Brown (tel. 615-893-4380; email: tbrown@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. 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.

d. 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.

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	Lonnie Cobb Ford
Attn: City Manager	Stephen Blackstock, Fleet Manager
Post Office Box 1139	1618 Highway 45 North
111 West Vine Street	Henderson, TN 38340
Murfreesboro, TN 37133-1139	Lcag.fleet@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.

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 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

APPROVED AS TO FORM:
Signed by:
Adam F. Tucker
43A2035551F0401...
Adam F. Tucker, City Attorney

Lonnie Cobb Ford, LLC.

Signed by:
By: Steven Blackstock
10C36985D544C44D...
Steven Blackstock, Fleet Manager

Docusign Envelope ID: C6D69AED-0211-4467-846A-98E5D8370E48

Prepared by: STEVEN BLACKSTOCK
10/27/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

Re: Vehicle Proposal 10/27/2025

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK

SWC 209
Lonnie Cobb Ford contract # 84711

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.

Prepared by: STEVEN BLACKSTOCK
10/27/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

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Prepared by: STEVEN BLACKSTOCK
10/27/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

As Configured Vehicle

Code	Description	MSRP
W1L	Base Vehicle Price (W1L)	$47,880.00
103A	Equipment Group 103A High *Includes:* *- Transmission: Electronic 10-Speed Automatic* *Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.* *- Tires: 265/70R17 BSW A/T* *- Wheels: 17" Silver Painted Aluminum* *- Radio: AM/FM Stereo w/6 Speakers* *Includes auxiliary audio input jack.* *- SYNC 4 w/Enhanced Voice Recognition* *Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.* *- Interior Work Surfaces* *- Chrome Bumpers* *- LED Fog Lamps* *- Rear Window Fixed Privacy Glass w/Defroster*	$1,195.00
995	Engine: 5.0L V8 *Includes auto start-stop technology.* *Includes:* *- GVWR: 7,100 lbs Payload Package*	$1,660.00
44G	Transmission: Electronic 10-Speed Automatic *Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.*	Included
XL6	Electronic Locking w/3.73 Axle Ratio	$570.00
NONGV1	GVWR: 7,100 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers *Includes auxiliary audio input jack.* *Includes:* *- SYNC 4 w/Enhanced Voice Recognition* *Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.*	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included

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10/27/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
413	Skid Plates	$160.00
	Requires valid FIN code.	
	Includes fuel tank, transfer case and front differential.	
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code.	
	Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.	
425	50 State Emissions System	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
4 leds	Front and rear LED's	$825.00
	(2) LED's mounted to front grill *LED strip under tailgate*	
cab steps	Ranger/ F150 cab steps	$575.00
	black tube cab steps	
mlb	mini led lightbar	$895.00
	Mini LED Amber Lightbar	
SUBTOTAL		$53,760.00
Destination Charge		$1,995.00
TOTAL		$55,755.00

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Prepared by: STEVEN BLACKSTOCK
10/27/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 545

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$47,880.00
Options	$3,585.00
Colors	$0.00
Upfitting	$2,295.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,995.00
Subtotal	$55,755.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-$8,308.00
Total		$47,447.00

Customer Signature

Acceptance Date

State contract base price	= $42,297.00
103A package	+ $1,195.00
5.0L engine	+ $1,660.00
LED's	+ $825.00
lightbar	+ $895.00
steps	+ $575.00
Total	= $47,447.00

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Prepared by: STEVEN BLACKSTOCK
07/09/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 535

Re: Vehicle Proposal 07/09/2025

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK

SWC 209
Lonnie Cobb Ford Contract # 84711

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2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 535

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

Accessories Warranty

Accessories warranty	36 months/36,000 miles

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.

Prepared by: STEVEN BLACKSTOCK
07/09/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 535

As Configured Vehicle

Code	Description	MSRP
K8D	Base Vehicle Price (K8D)	$41,755.00
200A	Equipment Group 200A Standard Package *Includes:* *- Engine: 2.3L EcoBoost I-4* *Includes auto start-stop technology.* *- Transmission: 10-Speed Automatic* *- 3.58 Non-Limited Slip Rear Axle* *- Tires: P255/65R18 AS BSW* *Includes mini spare.* *- Wheels: 18" Sparkle Silver-Painted Aluminum* *- Unique Heated Cloth Captain's Chairs* *Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.* *- Radio: AM/FM Stereo* *Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.*	N/C
99H	Engine: 2.3L EcoBoost I-4 *Includes auto start-stop technology.*	Included
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited Slip Rear Axle	Included
STDTR	Tires: P255/65R18 AS BSW *Includes mini spare.*	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included
8	Unique Heated Cloth Captain's Chairs *Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.*	Included
PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	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.

Prepared by: STEVEN BLACKSTOCK
07/09/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 535

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Eligible 2025 model-year vehicle receive complimentary access to 3-years of Alexa built-in and 1-year of Ford premium connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.	
	Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.	
425	50 State Emissions System	STD
8H_02	Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs	N/C
YZ_02	Oxford White	N/C
SUBTOTAL		$41,755.00
Destination Charge		$1,595.00
TOTAL		$43,350.00

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: C6D69AED-0211-4467-846A-98E5D8370E48

Prepared by: STEVEN BLACKSTOCK
07/09/2025 Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 535

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$41,755.00
Options	$0.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,595.00
Subtotal	$43,350.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-$2,470.00
Total		$40,880.00

Customer Signature

Acceptance Date

State contract base price = $40,880.00

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.

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Purchase of Rock Salt

Department: Street

Presented by: Tracy Brown, Assistant Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider purchase of 1,000 tons of Rock Salt under the State Contract.

Staff Recommendation

Approve the bulk purchase of 1,000 tons of Rock Salt from Compass Minerals.

Background Information

Rock Salt is required annually to ensure streets remain passable during winter weather events. We would like to purchase from Compass Minerals, an approved supplier for this region under the State of Tennessee contract.

Rock Salt is available for purchase pursuant to T.C.A. § 12-3-1201(b) under the State of Tennessee's Statewide Contract with Compass Minerals America Inc. (SWC No. 66848). State statute enables this purchase without competitive bidding, under the provisions of contracts or price agreements entered into by the Tennessee Department of General Services, Central Procurement Office. Furthermore, City Code § 2-10(a)(3) authorizes purchases without competitive bidding as permitted under T.C.A. §12-3-1201.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

This expenditure will total $112,000 and is funded by the Department's operating budget.

Attachments

Compass Minerals Purchase Order Agreement for Rock Salt

Docusign Envelope ID: A64CA8D1-89E4-4CB0-B6FC-65D1C5CCA270

COMPASS MINERALS

Date: Aug 22, 2025
Document: 1003230
Tel: 615-893-4380
Fax:
Email: tbrown@murfreesborotn.gov
Customer#: CH704473
Preferred: Email
Delivery Lead Time: 7 day(s)

Sold-To ("Buyer"):
Tracy Brown
City of Murfreesboro
P.O. Box 1139
MURFREESBORO, TN 37133

Compass Minerals America Inc. ("Seller")/ Quotation for bulk de-icing salt(the "Product")

Line #	Quantity (TN)	Delivery Location	Price Per TN(USD)	Depot Info
1	1,000 (Seasonal)	Murfreesboro TN City of 4753 Florence Road Public Works Garage MURFREESBORO, TN 37129 Destination #: CSH758016	$112.00 (Seasonal) **Delivered**	**Depot:** 20898-CLARKSVILLE - WINN **Product:** BULK COARSE LA - HWY **Mode of Transport:** DMP **Distance:** 78 Miles

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Apr 30, 2026

Supply of Product hereunder is subject to the terms and conditions set forth in this Quotation and the included Terms and Conditions of Sale. In the event of any direct conflict between the terms and conditions in this Quotation and the included Terms and Conditions of Sale, the terms and conditions of this Quotation with control.

Terms are NET 30 days from shipment with approved credit.

Special Terms :

* This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
* Delivered price(s) via dump and based on full truck load quantities.
* Minimum 24 hours' notice required for pick up orders. Requested DELIVERY dates and times cannot be guaranteed during peak periods or adverse weather conditions.
* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only.
* Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
* Product is for bulk end use only and is not intended for blending or packaging without prior consent.
* Applicable taxes extra
* Compass Minerals America Inc. has no obligation to store the Product after 31 Mar , but if it chooses to make storage available it will be for a fee of $5 per month per ton.
* To the extent permitted by applicable law, Seller may charge a fee of up to 3% for payments by credit card.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

DocuSigned by:
Joel Gerdes
3E4CF7093D8B4D4...
Austin Hilbrands
Highway Sales Manager
Compass Minerals America Inc.

Signed by:
APPROVED AS TO FORM:
Adam F. Tucker
43A2035E21F9401...
Adam F. Tucker, City Attorney

Accepted By:

Signature : _____

Title : _____

Name : _____

Date : _____

Please sign and return by e-mail to highwaygroup@compassminerals.com
Or by MailOrder placement and inquiries Monday through Friday - 7:30 am to 5:00 pm
9900 W. 109th Street, Suite 100, Overland Park, KS 66210

and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached,included or referenced or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. OFFER. No terms in Buyer"s bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer"s documents. SELLER"S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER"S ACCEPTANCE OF THIS AGREEMENT.

3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any governmental tax, fee, duty, tariff, assessment or other similar charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use, import/export, transport or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges. To the extent permitted by applicable law, seller may charge a fee of up to 3% of the purchase price for payments by credit card.

4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller"s quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller"s Credit Department and must be specified in writing on Seller"s invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer"s financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.

6. DELAYS. All orders, deliveries and pick-ups are subject to Seller"s ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller"s control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller"s intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.

7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller"s invoicing document, all transportation charges, including, without limitation, Seller"s and carrier"s charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller"s invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product"s risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller"s prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.

8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller"s specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER"S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER"S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER"S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS" FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER"S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER"S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.

11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller"s ability to recover additional amounts from Buyer for damages incurred as a result of Buyer"s breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer"s failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller"s request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer"s intended use of the Product as represented to Seller.

16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller"s prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer"s purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller"s failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement"s termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

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
10/13/2025	Vulcan	411E PG 64-22	$ 87.19	3.18	$ 277.26	$ 17,942.31
10/14/2025	Vulcan	411E PG 64-22	$ 87.19	2.17	$ 189.20	$ 18,131.51
10/16/2025	Vulcan	411E PG 64-22	$ 87.19	12.47	$ 1,087.26	$ 19,218.77
10/17/2025	Vulcan	411E PG 64-22	$ 87.19	5.14	$ 448.16	$ 19,666.93
10/21/2025	Vulcan	411E PG 64-22	$ 87.19	2.29	$ 199.67	$ 19,866.59
10/22/2025	Vulcan	411E PG 64-22	$ 87.19	16.86	$ 1,470.02	$ 21,336.62
11/3/2025	Vulcan	411E PG 64-22	$ 87.19	3.11	$ 271.16	$ 21,607.78
11/4/2025	Vulcan	411E PG 64-22	$ 87.19	5.56	$ 484.78	$ 22,092.56
11/5/2025	Vulcan	411E PG 64-22	$ 87.19	3.08	$ 268.55	$ 22,361.10
					$ -	$ 22,361.10

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
10/23/2025	Wiregrass Construction	Commercial 411-E	$ 93.78	15.13	$ 1,418.89	$ 3,487.22
10/31/2025	Wiregrass Construction	Commercial 411-E	$ 93.78	3.08	$ 288.84	$ 3,776.06
11/6/2025	Wiregrass Construction	Commercial 411-E	$ 93.52	3.23	$ 302.07	$ 4,078.13
11/6/2025	Wiregrass Construction	Commercial 411-E	$ 93.52	10.13	$ 947.36	$ 5,025.49
11/12/2025	Wiregrass Construction	Commercial 411-E	$ 93.52	3.06	$ 286.17	$ 5,311.66
						$ 5,311.66

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
11/7/2025	Hawkins Asphalt	411E Mix	$ 89.00	10.21	$ 908.69	$ 908.69
						$ 908.69

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
10/13/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	2.00		$ 300.00	$ 21,935.50
10/14/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	2.00		$ 300.00	$ 22,235.50
10/15/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	3.00		$ 429.00	$ 22,664.50
10/16/2025	Nashville Ready Mix	4000 curb & gutter	$ 150.00	1.50		$ 225.00	$ 22,889.50
10/17/2025	Nashville Ready Mix	4000 curb & gutter	$ 150.00	2.50		$ 375.00	$ 23,264.50
10/20/2025	Nashville Ready Mix	4000 curb & gutter	$ 150.00	2.00		$ 300.00	$ 23,564.50
10/22/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	2.50		$ 357.50	$ 23,922.00
		non-chloride accel	$ 7.00	2.50		$ 17.50	$ 23,939.50
10/24/2025	Nashville Ready Mix	4000 curb & gutter	$ 150.00	2.00		$ 300.00	$ 24,239.50
10/31/2025	Nashville Ready Mix	3413 PSI chips AE	$ 143.00	1.50		$ 214.50	$ 24,454.00
		liquid calcium chloride	$ 4.00	1.50		$ 6.00	$ 24,460.00
11/3/2025	Nashville Ready Mix	4000 PSI curb & gutter	$ 150.00	2.00		$ 300.00	$ 24,760.00
		non-chloride accel	$ 7.00	2.00		$ 14.00	$ 24,774.00
11/4/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	2.00		$ 286.00	$ 25,060.00
11/5/2025	Nashville Ready Mix	4000 curb & gutter	$ 150.00	3.00		$ 450.00	$ 25,510.00
		min load charge	$ 75.00	1.00		$ 75.00	$ 25,585.00
		fuel surcharge	$ 50.00	1.00		$ 50.00	$ 25,635.00
11/12/2025	Nashville Ready Mix	3500 PSI chips AE	$ 143.00	1.00		$ 143.00	$ 25,778.00
		non-chloride accel	$ 7.00	1.00		$ 7.00	$ 25,785.00
11/13/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.00		$ 143.00	$ 25,928.00
		non-chloride accel	$ 7.00	1.00		$ 7.00	$ 25,935.00
11/14/2025	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	$ 143.00	1.00		$ 143.00	$ 26,078.00
							$ 26,078.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/10/2025	Smyrna Ready Mix	3500 PSI Concrete	$ 143.00	2.50		$ 357.50	$ 357.50
		Environmental surcharge	$ 40.00	1.00		$ 40.00	$ 397.50
		2% non chloride accel.	$ 9.00	2.50		$ 22.50	$ 420.00
		system short load	$ 150.00	1.00		$ 150.00	$ 570.00
							$ 570.00

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title:	Purchase CommonLook software as part of CivicPlus Website Hosting Service
Department:	Communications
Presented by:	Alan Bozeman, Communications Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider adding CommonLook software as part of CivicPlus website hosting service.

Staff Recommendation

Approve adding CommonLook software to website hosting with CivicPlus

Background Information

By adding CommonLook package to our web hosting service, it will allow remediation of PDF documents on the city website.

The city has been using CivicPlus for hosting and support of your city website since 2012 and was procured under GSA Contract GS-35F-0124U along with a Master Service Agreement. This annual renewal is a budgeted expense. CivicPlus has proven to be very reliable hosting our website, providing continued support, and offering new innovative features for the website.

This agreement automatically renews each year as part of the website hosting and support with an uplifting fee, contingent upon the availability of budget funds allocated for this purpose. Unless otherwise notified, the renewal will occur without the need for additional approval, provided that the necessary budgeted amounts are confirmed and allocated. Staff will ensure that budget provisions are reviewed and confirmed annually to maintain compliance and ensure continued funding.

Council Priorities Served

Responsible budgeting

Adding CommonLook service to the City's website hosting and support with CivicPlus for improved accessibility of PDF documents on our website.

Establish strong City brand

The website utilizes and supports the City brand.

Maintain public safety

Adding CommonLook software package will provide improved accessible PDF documents on the city website.

Fiscal Impact

The expense, $1,444, is funded by the IT Department's FY26 operating budget.

Attachments

Statement of Work

Docusign Envelope ID: 88AB297A-F378-4372-834D-92BA91D1E1A1

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-108249-1
Date: 9/19/2025 6:51 AM
Expires On: 12/19/2025

Client:
City of Murfreesboro, TN

Bill To:
MURFREESBORO CITY, TENNESSEE

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Cameron Dewaele		cameron.dewaele@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CommonLook Web Simplified + Advanced Editor	Word/Powerpoint Remediation Tool Software License

Total Investment - Prorated Year 1	USD 1,443.30
Annual Recurring Services (Subject to Uplift)	USD 1,443.30

Total Days of Quote:365

Initial Term	Beginning at signing and ending 9/30/2026, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties as amended on September 20, 2024 and the applicable Solutions and Services Terms and Conditions located at: https://www.civicplus.help/docs/civicplus-legal-stuff (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Docusign Envelope ID: 88AB297A-F378-4372-834D-92BA91D1E1A1

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Docusign Envelope ID: 88AB297A-F378-4372-834D-92BA91D1E1A1

Acceptance of Quote # Q-108249-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature

By (please sign):

Printed Name:
Shane McFarland

Title:
Mayor

Date:

CivicPlus

By (please sign):

Printed Name:
Amy Vikander

Title:
Senior VP of Customer Success

Date:
11-13-2025

Organization Legal Name:
City of Murfreesboro IT Department

Billing Contact:
Matt Jarratt

Title:
IT Direcotr

Billing Phone Number:
629-201-6200

Billing Email:
accountspayable@murfreesborotn.gov

Billing Address:
111 W Vine Street

Murfreesboro, TN 37130

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

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

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Work Authorization No. 16 – Supplemental Agreement with HMB Professional Engineers, LLC

Department: Engineering

Presented by: Michele Emerson, City Engineer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider supplemental agreement for Work Authorization No. 6 with HMB Professional Engineers, LLC.

Staff Recommendation

Approve the supplemental agreement for Work Authorization No. 16 with HMB Professional Engineers, LLC.

Background Information

In April 2025, the City contracted with HMB Professional Engineers, LLC for the Tower Springs Drainage Study. This included surveying and design services for drainage structures and inverts within the study area; as well as providing inventory status of each structure and recommended improvements.

Since then, it has been discovered that additional services are needed by the ongoing and future developments within the study area. These additional services include surveying and analyzing existing ditch geometry and providing size recommendations.

Council Priorities Served

Expand infrastructure

Expanding and upgrading the drainage facilities in this area will enhance the efficiency and overall functionality of the existing drainage system.

Fiscal Impact

The total cost for the Supplemental Agreement is not to exceed $26,720, which is funded by stormwater funds

Attachments

1. Supplemental Agreement with HMB Professional Engineers, LLC.
2. Work Authorization No. 16 with HMB Professional Engineers, LLC.

Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

WORK AUTHORIZATION #16 – Supplement #1

Under terms and conditions of the Master Services Agreement (Agreement) between HMB PROFESSIONAL ENGINEERS LLC and City of Murfreesboro (Murfreesboro), executed January 17, 2019, HMB PROFESSIONAL ENGINEERS LLC agrees to provide the following scope of services.

Scope

HMB PROFESSIONAL ENGINEERS LLC will provide the following services for Client under this Work Authorization:

Tower Spring Drainage Study
HMB will perform a hydraulic analysis of open channel (ditch) analysis (excluding 1D and 2D HEC-RAS basin modeling and hydrologic routing methods). HMB will perform data collection, including surveying and photo inspection of the existing ditch geometry and size, and will provide recommendations. This supplement accounts for additional time required to include the ditch analysis and recommendations into the report, and to finalize the initial report and appendices exceeding the original ceiling. The supplement also includes allotted time for QA/QC.

Reference the attachment "Proposal for Supplemental Work for Tower Spring Drainage Study" for an in-depth breakdown of the supplemental work.

Compensation

For services delineated in the scope of this Work Authorization, HMB PROFESSIONAL ENGINEERS LLC will be compensated on an hourly basis not to exceed $71,752.13 including all labor and expenses.

HMB PROFESSIONAL ENGINEERS LLC is pleased to present this Work Authorization for Execution by Client.

HMB PROFESSIONAL ENGINEERS LLC

By: _____ Date: 11/5/25

Printed/Typed Name: Justin C Rains Title Principal

CITY OF MURFREESBORO

By: _____ Date: _____

Printed/Typed Name: Shane McFarland Title Mayor

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

Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

April 16, 2025

Chris Griffith, PE
Executive Director of Public Infrastructure
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37133

Subject: **Proposal for Supplemental Work for Tower Spring Drainage Study**

HMB Professional Engineers, LLC is pleased to submit the attached Design Services proposal as requested for the subject project. Our scope, assumptions and fee are as follows:

SCOPE AND ASSUMPTIONS:

Design Services

1. Time to Complete Initial Report Exceeding Original Ceiling
2. Data Collection - Survey and Photo Inspection of Existing Ditch Geometry and Size Recommendations
3. Report - Revise Technical Report and Appendices
4. QA/QC - Engineering and Technical Report

The project will be developed using the following assumptions and criteria:

1. The project study area is limited to the Tower Spring basin from Bishop St. to Richard Rd. (See Attached Project Map)
2. The hydraulic analysis will be performed for individual storm sewer systems and cross drains separately but will consider the tailwater and headwater conditions at adjacent systems.
3. The hydraulic analysis will consist of peak discharge analysis, the design storm return intervals will follow TDOT Drainage Manual Chapter 4 Section 4.03 shown in Table 4-1 “Hydrologic Design Criteria”.
4. The client deliverable will be PDF format Technical Report and any Appendices.

Items that are not included within the scope of work and can be negotiated at a later date as additional services:

1. The project study excludes all private driveway pipes for both survey, visual inspection, and analysis.
2. The hydraulic analysis will exclude hydrologic routing methods (HEC-HMS)
3. The hydraulic analysis will exclude 1D and 2D HEC-RAS basin modeling.
4. The survey and hydraulic analysis will exclude open channel (ditch) analysis at this time but if a problem is identified within an open channel the Engineer will coordinate with the City on those findings.

Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

5. Project excludes property owner interviews by the design team. Surveyors may need to coordinate access with property owners during field collection.
6. Construction Plans Services
7. Additional Survey or Design Services outside the initial project study area.
8. Services or costs associated with mitigation of environmental features discovered during the project.
9. Environmental studies to identify wetlands, endangered species of flora or fauna, hazardous material, or archeological sites.
10. Survey updates due to residential, commercial, or industrial development.
11. Any public involvement meetings or presentations.
12. Traffic counts or studies.
13. Construction Engineering Inspection (CEI) and related services.
14. Costs necessary to advertise and/or bid construction projects.
15. Studies or design of a detention/retention pond.
16. Retaining wall design.
17. Septic/field lines locating and design.

FEE:

Original Contract:	Hourly not to exceed $ 45,032.13
Additional Design Services:	Hourly not to exceed $ 26,720.00

SCHEDULE:

Final Hydraulic Study Report will be delivered within 4 weeks of receiving final comments and supplement NTP.

We appreciate the opportunity to work with you. If you have any questions or need any additional information, please contact me at 615-361-4345 or acarpenter@hmbpe.com.

Sincerely,

HMB Professional Engineers, LLC



Alex Carpenter, PE

Project Manager

Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

EXHIBIT B

Schedule of Hourly Fees

July 1, 2024 – June 30, 2025

Professional Services	Current Rates
Principal In Charge	$275.00
Administrative	$110.00
Document Graphic Design	$90.00
Funding Specialist	$290.00
Archaeologist	$130.00
Senior Archaeologist	$200.00
Architectural Historian	$140.00
Senior Architectural Historian	$210.00
Cultural Resources Field / Lab Tech	$70.00
Laboratory / Field Directors	$90.00
CEI Administrator	$260.00
CEI Inspector	$115.00
Right of Way Agent	$140.00
Design Engineer	$175.00
Senior Design Engineer	$245.00
EIT	$125.00
CADD Technician	$120.00
Environmental Scientist	$160.00
Senior Environmental Scientist	$245.00
GIS Specialist	$95.00
Planner	$150.00
Senior Traffic and Planning Engineer	$245.00
Field Personnel	$100.00
Registered Land Surveyor	$190.00
Survey/SUE Project Manager	$150.00
Senior Lidar Tech	$115.00
Survey Crew Chief	$130.00
Senior Survey/SUE Technician	$125.00
Survey/SUE Technician	$100.00

Equipment		
Static Laser Scanner	$500.00	per day
Mobile Lidar System	$8,500.00	per day
UAV Lidar System	$1,000.00	per day

Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

Description: Murfreesboro Tower Spring Drainage Study Supp. 1
Consultant: HMB Professional Engineers, Inc.
Prepared By: Alex Carpenter
Contract No.
Date Prepared: 4/1/2025

Hours & Scope of Work Description	UNITS	STAFF	AMOUNT	HOURS/UNIT	E
Survey and Design Task Descriptions					
Time to Complete Initial Report Exceeding Original Ceiling	Lump Sum	1	1	116	
Data Collection - Survey and Photo Inspection of Existing Ditch Geometry and Size	Each	1	1	20	
Report - Revise Technical Report and Appendices	Lump Sum	1	1	16	
QA/QC - Engineering and Technical Report	Lump Sum	1	1	8	
				Total Phase I Hours	

Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

July 9, 2024

Chris Griffith, PE
Executive Director of Public Infrastructure
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37133

Subject: **Proposal for Survey and Design for Tower Spring Drainage Study**

HMB Professional Engineers, LLC is pleased to submit the attached Design Services proposal as requested for the subject project. Our scope, assumptions and fee are as follows:

SCOPE AND ASSUMPTIONS:

Survey Services

HMB will perform survey services collecting drainage structure inverts within the study area (see attached project map) including: 42 curb box inlets, 53 storm sewer pipes, 13 pipe culvert cross drains and 2 box culvert cross drains. HMB surveyors will also provide inventory status including size, material, condition, and provide a photo of each structure.

HMB will use traditional ground survey collection methods along with City provided GIS resources to locate all drainage structures within the scope area. Deliverables provided to HMB design will include planimetrics showing pipe size and invert elevations.

Design Services

1. Project Management - Includes Contract/Invoice Processing, Kickoff Meeting, Intermediate Client Meeting, Project Closeout
2. Hydrology - Delineate current drainage area and calculate existing land use coefficients.
3. Hydrology - Update drainage areas and land use coefficients for Brightland Homes Development - City to provide planning layout of site.
4. Hydrology - Investigate and compare local rain gauge data and NOAA Atlas 14 historic rainfall intensity
5. Hydraulics - Perform existing & proposed hydraulic capacity and spread analysis via HY-8 and/or StormCAD for CBI's
6. Hydraulics - Perform existing & proposed hydraulic analysis via HY-8 and/or StormCAD for storm sewer systems
7. Hydraulics - Perform existing & proposed hydraulic analysis via HY-8 and/or StormCAD for cross drains
8. Report - Develop Technical Report of findings, analysis, and prioritized recommendations.
9. QA/QC - Engineering and Technical Report

Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

The project will be developed using the following assumptions and criteria:

1. The project study area is limited to the Tower Spring basin from Bishop St. to Richard Rd. (See Attached Project Map)
2. The hydraulic analysis will be performed for individual storm sewer systems and cross drains separately but will consider the tailwater and headwater conditions at adjacent systems.
3. The hydraulic analysis will consist of peak discharge analysis, the design storm return intervals will follow TDOT Drainage Manual Chapter 4 Section 4.03 shown in Table 4-1 “Hydrologic Design Criteria”.
4. The client deliverable will be PDF format Technical Report and any Appendices.

Items that are not included within the scope of work and can be negotiated at a later date as additional services:

1. The project study excludes all private driveway pipes for both survey, visual inspection, and analysis.
2. The hydraulic analysis will exclude hydrologic routing methods (HEC-HMS)
3. The hydraulic analysis will exclude 1D and 2D HEC-RAS basin modeling.
4. The survey and hydraulic analysis will exclude open channel (ditch) analysis at this time but if a problem is identified within an open channel the Engineer will coordinate with the City on those findings.
5. Project excludes property owner interviews by the design team. Surveyors may need to coordinate access with property owners during field collection.
6. Construction Plans Services
7. Additional Survey or Design Services outside the initial project study area.
8. Services or costs associated with mitigation of environmental features discovered during the project.
9. Environmental studies to identify wetlands, endangered species of flora or fauna, hazardous material, or archeological sites.
10. Survey updates due to residential, commercial, or industrial development.
11. Any public involvement meetings or presentations.
12. Traffic counts or studies.
13. Construction Engineering Inspection (CEI) and related services.
14. Costs necessary to advertise and/or bid construction projects.
15. Studies or design of a detention/retention pond.
16. Retaining wall design.
17. Septic/field lines locating and design.

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HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

The following will be provided by the City of Murfreesboro:

1. City Mapping.
2. City Contours.
3. Any Planning/Engineering Layouts for Brightland Homes Development

FEE:

Survey & Design Services: Hourly not to exceed $ 45,032.13

SCHEDULE:

Field work can begin within 4 weeks after notice to proceed. Design services will proceed after the completion of the design survey. Final Hydraulic Study Report will be delivered within 16 weeks of receiving final survey information.

We appreciate the opportunity to work with you. If you have any questions or need any additional information, please contact me at 615-361-4345 or acarpenter@hmbpe.com.

Sincerely,

HMB Professional Engineers, LLC

Alex Carpenter, PE

Project Manager

Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

EXHIBIT B

Schedule of Hourly Fees

July 1, 2024 – June 30, 2025

Professional Services	Current Rates
Principal In Charge	$275.00
Administrative	$110.00
Document Graphic Design	$90.00
Funding Specialist	$290.00
Archaeologist	$130.00
Senior Archaeologist	$200.00
Architectural Historian	$140.00
Senior Architectural Historian	$210.00
Cultural Resources Field / Lab Tech	$70.00
Laboratory / Field Directors	$90.00
CEI Administrator	$260.00
CEI Inspector	$115.00
Right of Way Agent	$140.00
Design Engineer	$175.00
Senior Design Engineer	$245.00
EIT	$125.00
CADD Technician	$120.00
Environmental Scientist	$160.00
Senior Environmental Scientist	$245.00
GIS Specialist	$95.00
Planner	$150.00
Senior Traffic and Planning Engineer	$245.00
Field Personnel	$100.00
Registered Land Surveyor	$190.00
Survey/SUE Project Manager	$150.00
Senior Lidar Tech	$115.00
Survey Crew Chief	$130.00
Senior Survey/SUE Technician	$125.00
Survey/SUE Technician	$100.00

Equipment		
Static Laser Scanner	$500.00	per day
Mobile Lidar System	$8,500.00	per day
UAV Lidar System	$1,000.00	per day

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Docusign Envelope ID: 93AEB3E8-E560-4AEC-A7EB-9164AA82A1B4

Description: Murfreesboro Tower Spring Drainage Study
Consultant: HMB Professional Engineers, Inc.
Prepared By: Alex Carpenter
Contract No.
Date Prepared: 7/8/2024

Hours & Scope of Work Description	UNITS	STAFF	AMOUNT	HOURS/UNIT	EXTENSION
Survey and Design Task Descriptions					
Project Management - Inlcudes Contract/Invoice Processing, Kickoff Meeting, Intermediate Client Meeting, Project Closeout	Lump Sum	1	1	44	44
Survey - Survey and Photo Inspection of Drainage Structures (Inverts, size, material, condition)	Each	2	110	0.65	143
Hydrology - Delineate current drainage area and calcuate existing land use coefficents	Each	1	110	0.15	16.5
Hydrology - Update drianage areas and land use coefficients for Brightland Homes development - City to provide planning layout of site.	Lump Sum	1	1	4	4
Hydrology - Investigate and compare local rain gauge data and NOAA Atlas 14 historic rainfall intensity	Lump Sum	1	1	8	8
Hydraulics - Perform existing & proposed hydraulic capacity and spread analysis via HY-8 and/or StormCAD for CBI's	Each	1	42	1.5	63
Hydraulics - Perform existing & proposed hydraulic analysis via HY-8 and/or StormCAD for storm sewer systems	Each	1	17	1.5	25.5
Hydraulics - Perform existing & proposed hydraulic analysis via HY-8 and/or StormCAD for cross drains	Each	1	15	1.5	22.5
Report - Develop Technical Report of findings, analysis, and prioritized recommendations	Lump Sum	2	1	20	40
QA/QC - Engineering and Technical Report	Lump Sum	1	1	20	20
				Total Phase I Hours	**386.5**

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Docusign Envelope ID: B012599E-A9C9-406F-87A7-4D8516BFEAD1

HMB Professional Engineers, LLC
1620 Gateway Boulevard, Suite 201
Murfreesboro, Tennessee 37123

WORK AUTHORIZATION #16

Under terms and conditions of the Master Services Agreement (Agreement) between HMB PROFESSIONAL ENGINEERS LLC and City of Murfreesboro (Murfreesboro), executed January 17, 2019, HMB PROFESSIONAL ENGINEERS LLC agrees to provide the following scope of services.

Scope

HMB PROFESSIONAL ENGINEERS LLC will provide the following services for Client under this Work Authorization:

Tower Spring Drainage Study
HMB will provide survey and design services investigating flooding along Tower Spring with a final deliverable of a technical report including prioritized recommendations. The City will provide existing stormwater GIS information and Planning/Construction information regarding the Brightland Homes Development.

Compensation

For services delineated in the scope of this Work Authorization, HMB PROFESSIONAL ENGINEERS LLC will be compensated on an hourly basis not to exceed $45,032.13 including all labor and expenses.

HMB PROFESSIONAL ENGINEERS LLC is pleased to present this Work Authorization for Execution by Client.

HMB PROFESSIONAL ENGINEERS LLC

By: Signed by: Justin C. Rains 744B6918BB614BC... Date: 8/17/2024

Printed/Typed Name: Justin C. Rains Title Principal

CITY OF MURFREESBORO

By: DocuSigned by: Darren W Gore 2430FEE75D2A4B9... Date: 8/19/2024

Printed/Typed Name: Darren W. Gore Title City Manager

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

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Purchase of Software Interface from Tyler Technologies

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the purchase of a software interface from Tyler Technologies.

Staff Recommendation

Approve the purchase of a software interface from Tyler Technologies.

Background Information

The State is now offering Tennessee's Integrated Traffic Analysis Network (TITAN) free to all law enforcement agencies. This is a suite of tools for the electronic collection and submission of all traffic related documents. City Court is currently using a court case-management software from Tyler Tech and an interface between the two software systems is required. This service is available through our current MSA with Tyler Tech for the cost of $3,858 annually.

Council Priorities Served

Maintain public safety

This software and equipment will provide more efficiency in enforcement activities with a goal of reducing time spent on traffic stops.

Fiscal Impact

The first annual payment of $3,858 plus a one-time fee of $250 is provided for in the department's FY26 operating budget. Future payments will be budgeted accordingly.

Attachments

Tyler Technologies Sales Quote

Docusign Envelope ID: B93B80F3-9DB7-4AB5-A6C9-7D7CEB7CC56D

Sales Quotation For:
MURFREESBORO, TN CITY OF
111 WEST VINE STREET
MURFREESBORO TN 37133-1139

Quoted By	Audra Chandler
Quote Expiration	5/5/26
Quote Name	Citation Issuing Device Third-Party Interface - Titan

Tyler Annual Software – SaaS	
Description	Annual
Municipal Justice	
Municipal Justice 9 Suite	
Citation Issuing Device Third-Party Interface	$ 3,858
TOTAL:	**$ 3,858**

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	$ 250

Docusign Envelope ID: B93B80F3-9DB7-4AB5-A6C9-7D7CEB7CC56D

TOTAL:	**$ 250**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 3,858
Total Tyler Services	$ 250	
Summary Total	**$ 250**	**$ 3,858**

Docusign Envelope ID: B93B80F3-9DB7-4AB5-A6C9-7D7CEB7CC56D

Comments

To be billed upon delivery.
Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.

Docusign Envelope ID: B93B80F3-9DB7-4AB5-A6C9-7D7CEB7CC56D

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: Shane McFarland P.O.#: _____

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

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Donation of Used Equipment and Vehicles to Various Law Enforcement Agencies

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the donation of used equipment and vehicles to various law enforcement agencies.

Staff Recommendation

Approve the donation of used equipment to Sparta PD and a used vehicle to Scotts Hill PD.

Background Information

MPD has used, expired body armor that is no longer in use and a used police vehicle that is scheduled to be decommissioned. MPD tries to assist other law enforcement agencies when possible and Sparta and Scotts Hill can benefit from the donation of this equipment.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

Surplus Property Disposal Forms

City of Murfreesboro
Surplus Property Disposal Form
City Department Police Department

Short description of surplus property 2016 Ford Explorer Unit 1603

Check the proposed method of disposal.

Sell	___	Estimated value	
		Reserve value (Do not sell below this amt)	$
Trade-In	___	Trade-in value	$
Transfer	___	To whom?	
Donate	X	To whom? Scotts Hill Police Dept	Estimated value $2,500
Throw away	___		
Recycle	___		

Describe the Surplus Property:

Approximate age	9 yr	Estimated original cost	$35,000 estimate
Seized Property?		Depr value (to be completed by FA Mgr if applicable)	

Condition of surplus property:

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

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

VIN 1FM5K8ARXGGD30558
Mileage 96,790

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

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

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

Signed (Department Head) 11.10.25 Date

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

Signed (Fixed Assets Manager) Date

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

Signed (City Manager or Assist. City Manager) Date

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

Docusign Envelope ID: D4459CD3-1067-4110-AF58-146FEE8F2B49

CITY OF MURFREESBORO
DONATION OF TWO USED POLICE VEHICLES

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

For and in consideration of the mutual promises and agreements between the parties and for the donation of two used police vehicles by the City of Murfreesboro ("City") to the Scotts Hill Police Department, CITY AND SCOTTS HILLPD MUTUALLY AGREE AS FOLLOWS:

City has donated to Scotts Hill PD the following two used police vehicles ("Donated Vehicles") for whatever purposes Scotts Hill PD may use them:

TABLE-1 DONATED VEHICLES					
Unit#	**Year**	**Make**	**Model**	**Mileage**	**VIN**
1603	2016	Ford	Explorer	96,790	1FM5K8ARXGGD30558

In executing this Disclaimer of Warranty and Limitation of Liability Scotts Hill PD acknowledges that: (1) City has owned, maintained, and/or used the Donated Vehicles listed in Table-1 for multiple years; (2) the Donated Vehicles listed in Table-1 may be outside the manufacturer's warranty period; (3) City is making no representation as to the fitness, suitability or usability of the Donated Vehicles listed in Table-1 for their stated purpose and function; (4) City does not know nor does it guarantee the current condition of the Donated Vehicles listed in Table-1; and (5) City is providing the Donated Vehicles listed in Table-1 on an "as is" basis to Scotts Hill PD.

Scotts Hill PD shall be solely responsible for determining whether to use the Donated Vehicles listed in Table-1 for law enforcement or any other purpose.

Neither City nor Scotts Hill PD shall bear any liability for losses, expenses, injuries, damages, or attorney's fees arising out of the acts or omissions of the other party related to the Donated Vehicles.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Docusign Envelope ID: D4459CD3-1067-4110-AF58-146FEE8F2B49

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

Signed by:
2430FEE75D2A4B9...

Daren Gore, City Manager

APPROVED AS TO FORM:

Signed by:
43A2035E51F9401...

Adam F. Tucker, Murfreesboro City Attorney

SCOTTS HILL POLICE DEPARTMENT

_____

Printed: _____

Title: _____

City of Murfreesboro
Surplus Property Disposal Form
City Department Murfreesboro Police Department

Short description of surplus property Warranty Expired Body Armor x 9

Check the proposed method of disposal.

Sell	___	Estimated value	
		Reserve value (Do not sell below this amt)	$
Trade-In	___	Trade-in value	$
Transfer	___	To whom? Sparta Police per request	
Donate	X	To whom?	Estimated value $
Throw away	___		
Recycle	___		

Describe the Surplus Property:

Approximate age over 5 y Estimated original cost
Seized Property? no Depr value (to be completed by FA Mgr if applicable) $ -
Law Enforcement Restricted ? no

Condition of surplus property:

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

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:
Expired Point Blank Level III body armor x 9

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

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

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

Signed (Department Head) 11-10-25 Date

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

Signed (Fixed Assets Manager) Date

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

Signed (City Manager or Assist. City Manager) Date

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

Jenny Licsko

From: Becki Tucker
Sent: Friday, November 7, 2025 6:37 AM
To: Jenny Licsko
Subject: GovDeals Sparta PD transfer
Attachments: Sparta PD transfer of items #2.xls

Sparta Body Armor Donation #2	Front Serial #	Back Serial #	Size
7/20/2022	170000242016	170000241963	48L1
12/5/2024	190000306440	190000306437	SM1 R
8/6/2025	200000185468	200000185448	52 L1
12/6/2025	200000332744	200000332730	46 R
11/9/2024	190000285535	190000285488	48 L1
12/6/2025	200000332742	200000332728	42 L1
6/2/2025	200000128397	200000128396	LG L1 W1
8/31/2025	200000198989	200000198968	50 S1
12/8/2025	200000332741	200000332727	40 R

Becki Tucker
Murfreesboro Police Department
Quartermaster

Docusign Envelope ID: D4459CD3-1067-4110-AF58-146FEE8F2B49

CITY OF MURFREESBORO
DONATION OF UNIFORM EQUIPMENT

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of BODY ARMOR by the City of Murfreesboro ("City") to the SPARTA POLICE DEPARTMENT

THE CITY AND SPARTA POLICE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the BODY ARMOR by the City to the SPARTA POLICE DEPARTMENT and the use of the BODY ARMOR by the SPARTA POLICE DEPARTMENT for whatever purposes the SPARTA POLICE DEPARTMENT may use them.

The SPARTA POLICE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the SPARTA POLICE DEPARTMENT's ownership or use or failure to use the BODY ARMOR.

In executing this Release and Hold Harmless Agreement the SPARTA POLICE DEPARTMENT acknowledges: (1) that the City has owned, maintained, and/or used the BODY ARMOR for multiple years; (2) that the BODY ARMOR may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the BODY ARMOR for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the BODY ARMOR; and (4) the City is providing the BODY ARMOR on an "as is" basis to the SPARTA POLICE DEPARTMENT.

The SPARTA POLICE DEPARTMENT shall be solely responsible for determining whether to use said BODY ARMOR for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

Signed by:
By: _____
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Daren Gore, City Manager

SPARTA POLICE DEPARTMENT

By: _____

Printed: _____

Title: _____

Approved as to form:

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

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Amendment No. 3 to Contract for Engineering Study of Transit Route and Shelter Placement

Department: Transportation – Transit

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider an amendment to the scope of work contracted with Kimley-Horn.

Staff Recommendation

Approve the amendment to the agreement with Kimley-Horn.

Background Information

In January 2022, the Council approved a contract with Kimley-Horn to perform a Transit Route and Shelter Placement Study to prepare for the construction of the Transit Facility. There have been two subsequent amendments approved by City Council. This Amendment No. 3 adds Task Items 7.3 through 7.5 related to utility easements, TVA permits, and revised construction plans. Amendment No. 3 also removes Task Items 9.2 through 9.6 related to construction oversight. The purpose of the amendment is to stay within the contract funding limit previously approved and prevent the necessity for an additional formal procurement.

Council Priorities Served

Expand Infrastructure

The realignment of routes and shelter placements is directly related to the Transit Facility project which will improve transportation options and expansion of future services.

Fiscal Impact

Amendment No. 3 does not change the previously approved fees and expenses which total $249,238 and are accounted for in the department's operating budget.

Attachments

1. Amendment No. 3 to Agreement with Kimley-Horn
2. Original contract with Kimley-Horn: Standard Form Agreement Between Owner and Engineer for Professional Services dated January 27, 2022, with subsequent Amendments 1 and 2.

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AMENDMENT NUMBER 003
TO THE AGREEMENT BETWEEN
THE CITY OF MURFREESBORO, TENNESSEE
AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 003 dated _____, 2025 to the agreement between the City of Murfreesboro, Tennessee ("City"), and Kimley-Horn and Associates, Inc., ("Consultant") dated January 27, 2022 ("the Agreement") concerning professional services to study, develop, design, and implement plans for new transit routes and transit shelters (the "Project").

The Consultant has entered into the Agreement with the City for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended as referenced in Exhibit A to Amendment 003 to add the following scope of services items and deliverables (Tasks 7.3, 7.4, and 7.5) and remove the following scope of services items and deliverables (Tasks 9.2, 9.3, 9.4, 9.5, 9.6) with no change to the compensation by the City to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CITY OF MURFREESBORO	KIMLEY-HORN AND ASSOCIATES, INC.
_____	_____
Shane McFarland	Christopher D. Rhodes, P.E.
Title: Mayor	Title: Senior Vice President
Date: _____	Date: 10/28/2025

APPROVED AS TO FORM:

Signed by:
Adam F Tucker
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City Attorney, Adam Tucker

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During Phase I of the Transit Route and Shelter Study, a total of 31 transit shelter locations throughout the City of Murfreesboro were identified. These 31 locations were prioritized for implementation in four prioritization groups based on the following factors:

- Availability of right-of-way
- Availability of sidewalk/pedestrian crossing
- Suitability of grade at location
- Proximity to a city planned roadway widening

This amendment is to add the following scope of services items and deliverables (Tasks 7.3, 7.4, and 7.5) and remove the following scope of services items and deliverables (Tasks 9.2, 9.3, 9.4, 9.5, 9.6):

ADD

Task 7.3: Legal Description

For Shelter 8, Kimley-Horn will coordinate, conduct research, and prepare a legal description and associated exhibit for a public utility easement.

Deliverables:

- Public Utility Easement
- Public Utility Easement Exhibit

Task 7.4: TVA Permit

For Shelter 8, Kimley-Horn will coordinate, conduct research, and prepare a TVA permit.

Deliverables:

- TVA permit

Task 7.5: Coordination with Utilities

For all shelters, Kimley-Horn will coordinate with the utilities potentially impacted by the proposed shelters, address any comments and feedback from the utilities, and incorporate any changes resulting from the utility coordination into the construction plans.

Deliverables:

- Revised construction plans package (up to five (5) hard copies in 11 x 17-inch sheet size and one electronic copy via email) incorporating any changes resulting from the utility coordination into the construction plans.

REMOVE

Task 9.2: Pre-Construction Meeting

Upon award of the construction contract, Kimley-Horn staff will facilitate a pre-construction meeting to outline project goals, scope of work, expectations, and requirements. Kimley-Horn will review the construction schedule with the Contractor and coordinate procedures to be followed during construction.

Task 9.3: Shop Drawing Review

Kimley-Horn will review, comment on, and reject / approve up to seven (7) shop drawings and samples and other data which the Contractor is required to submit, but only for conformance with the information in the Contract Documents. Such review and approvals or other action will not extend to

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means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. It is assumed that shop drawing review will only be required for concrete mix designs and pedestrian amenities (benches, shelters, trash can, bike racks, etc.).

Task 9.4: Site Visits and Observation of Construction

Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn staff will make up to ten (10) site visits at intervals as directed by the City of Murfreesboro Transportation Department staff in order to observe the progress of work. Such visits and observations by Kimley-Horn staff are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on Consultant's exercise of professional judgement. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding in accordance with the contract documents, and Kimley-Horn staff will keep the City of Murfreesboro Transportation Department staff informed of the general progress of the work. Additional site visits can be provided as Additional Services, if requested by the City of Murfreesboro Transportation Department staff.

The purpose of the site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement, and to provide the City of Murfreesboro Transportation Department a greater degree of confidence that the completed work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, nor for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's furnishing and performing the work. Accordingly, Kimley-Horn neither guarantees the performance of any contractor nor assumes responsibiliy for any contractor's failure to furnish and perform its work in accordance with the contract documents.

Concerning limitations of responsibility, Kimley-Horn shall not be responsible for the acts or omissions of any contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Kimley-Horn shall not have authority or responsibility to stop the work of any contractor.

Task 9.5: Substantial Completion

Promptly after notice from the Contractor that it considers the entire work ready for its intended use, Kimley-Horn will accompany the City of Murfreesboro Transportation Department staff and the Contractor to conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City of Murfreesboro Transport
ation Department staff, Kimley-Horn considers the work substantially complete, Kimley-Horn will notify the City of Murfreesboro Transportation Department and the Contractor.

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Task 9.6: Final Notice of Acceptability of Work

Kimley-Horn will conduct a final site visit to determine if the completed work of the Contractor is generally in accordance with the contract documents and the final punch list is so that Kimley-Horn may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the work is generally in accordance with the contract documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely.

Deliverables:

- Shop Drawing Review Summary (one (1) electronic copy)
- Site Visits and Observation of Construction Summary (one (1) electronic copy)
- Substantial Completion Summary (one (1) electronic copy)
- Final Notice of Acceptability of Work Summary (one (1) electronic copy)

Schedule

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon a mutually agreed upon schedule.

Fee and Expenses

No change to the previously approved fee and expenses.

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AMENDMENT NUMBER 002
TO THE AGREEMENT BETWEEN
THE CITY OF MURFREESBORO, TENNESSEE
AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 002 dated January 12, 2024 to the agreement between the City of Murfreesboro, Tennessee ("City"), and Kimley-Horn and Associates, Inc., ("Consultant") dated January 27, 2022 ("the Agreement") concerning professional services to study, develop, design, and implement plans for new transit routes and transit shelters (the "Project").

The Consultant has entered into the Agreement with the City for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by the Consultant and provisions for additional compensation by the City to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CITY OF MURFREESBORO

DocuSigned by:
Shane M. McFarland
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Shane McFarland

Title: Mayor

Date: 1/12/2024

KIMLEY-HORN AND ASSOCIATES, INC.

Christopher D. Rhodes
Christopher D. Rhodes, P.E.

Title: Vice President

Date: 01/02/2024

APPROVED AS TO FORM:

DocuSigned by:
Adam Tucker
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City Attorney, Adam Tucker

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During Phase I of the Transit Route and Shelter Study, a total of 31 transit shelter locations throughout the City of Murfreesboro were identified. These 31 locations were prioritized for implementation in four prioritization groups based on the following factors:

- Availability of right-of-way
- Availability of sidewalk/pedestrian crossing
- Suitability of grade at location
- Proximity to a city planned roadway widening

During Phase II of the Transit Route and Shelter Study, the City of Murfreesboro determined that one of these shelter locations (Shelter 8) should be moved to a different location. This amendment is for the preparation of the survey, easement exhibits, and the National Environmental Policy Act (NEPA) Reevaluation for Shelter 8, as well as construction administration services for the initial eight (8) transit shelters. The Consultant shall perform the following services:

Task 1: Project Coordination Services
This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of monthly virtual (i.e., Microsoft Teams) meetings (as needed) with the City of Murfreesboro Transportation Department staff (Assistant Transportation Director is the primary contact), preparing and distributing project correspondence, schedule of meetings and activities, periodic project status reporting, and discussion of project issues throughout the life of the project. Kimley-Horn will also coordinate with our Subconsultant surveyor as part of this task.

Task 1.1: Monthly Project Documentation, Reporting, and Administration
Kimley-Horn will use our firm-wide electronic accounting system for storage and retrieval of project accounting information. This system provides a mechanism for tracking and reporting the progress of a project monthly. Information developed in this task will consist of updates on schedule, budget status, elements of tasks completed, tasks remaining, and problems / issues to be addressed. Kimley-Horn will submit an invoice and status report for each month on, or before the deadline as determined by the City of Murfreesboro Transportation Department.

Deliverables:
- Monthly Virtual Meeting Summary (one (1) electronic copy via email)
- Monthly Status Reports
- Monthly Invoices

Task 2: Public and Stakeholder Outreach
Completed during Phase I.

Task 3: Planning and Research to Identify Route Realignments
Completed during Phase I.

Task 4: Planning and Research to Identify Potential Shelter Locations
Completed during Phase I.

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Task 5: Survey/Data Collection Services
This task will consist of the collection of the base mapping and survey data necessary for the development of the design plan sheets and preparation of the easement exhibits.

Task 5.1: Survey Services
This task will consist of the collection of the base mapping and survey data necessary for the development of the design plan sheets.

Kimley-Horn, and/or its Subconsultants, will provide survey data for use in the development of the construction plans for site known as Shelter 8 as outlined in red in Figure 1: Survey Area. This location will be surveyed in a 50' x 50' area that contains the proposed transit shelter area. This data will consist of collecting property corners for the parcel(s) within the survey area, horizontal and vertical locations of existing features that are visible and accessible from the surface of the ground, such as sidewalks, roadways, curbs, parking lots, drainage structures, signs, benches, fences, grassed areas, utilities, pavement markings, edge of pavements, curb cuts and medians, ditches, right-of-way limits, and easements for the project locations. The Subconsultant will make a Tennessee One-Call request to locate utilities within each 50' x 50' survey area. The survey will also consist of topographic data associated with the above collected existing features. Topography must be captured with sufficient accuracy and density to meet ADA standards. This data will be collected under the supervision of a Tennessee Registered Land Surveyor. Survey data is to be delivered in Tennessee State Plane 4100, USFT. Vertical datum will be delivered in NAVD 88. The survey results shall meet or exceed Category I minimum standards as defined in 0820-03-.05 ACCURACY OF SURVEYS of the Tennessee State Board of Examiners Standard of Practice.

Deliverables:

- Survey for transit shelter location (one (1) electronic copy via email) in AutoCAD (DWG) format

Task 5.2: Administrative Services
Kimley-Horn will submit the easement exhibits necessary to request a change in easement type to the City of Murfreesboro. Additionally, Consultant will produce requisite copies and gather the required signatures of the exhibit for recordation.

Deliverables:

- Draft Easement Exhibit
- Final Easement Exhibit

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Figure 1: Survey Area



Task 6: NEPA Reevaluation

In 2023, a NEPA Checklist was prepared for Phase II of the Transit Route and Shelter project in Murfreesboro, Tennessee, which reviewed locations for eight (8) proposed shelter locations. Since approval of the 2023 NEPA checklist, the City of Murfreesboro has determined that one of these shelter locations (Shelter 8) should be moved to a different location. Due to this proposed change, a NEPA Reevaluation is warranted for the subject project. The NEPA Reevaluation will consist of the following items:

- Review of existing studies and updates, as warranted, to account for the new impact area;
- Summary of environmental technical studies conducted for the previous NEPA document as well as a summary of updated environmental technical studies conducted for the NEPA Reevaluation, and any noted changes in impacts; and
- Summary and findings will be captured in the Federal Transit Authority (FTA) provided reevaluation checklist.

Task 6.1: FTA Coordination

The purpose of this task is to plan, organize, and implement the tasks stipulated in this scope of services in a timely manner. In this task, the Consultant will maintain direct contact with the designated FTA Region 4 representative.

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Task 6.2: Agency Coordination
It is assumed that no initial coordination letters to federal and state agencies requesting a review of the proposed project's impacts to threatened and endangered species, wetlands, and/or streams or to historic resources will be required for the development of the NEPA Reevaluation. If any agency coordination activities are deemed necessary for the proposed project, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.3: Public Involvement
It is assumed that no public involvement activities will be required for the proposed project. If any public involvement activities are deemed necessary, this effort will be considered Additional Services beyond this scope of services.

Task 6.4: Updated Environmental Technical Studies
As part of the preparation of the NEPA Reevaluation, the previously prepared environmental technical reports will be reviewed by the Consultant to determine if the results presented in the approved NEPA document remain valid. As warranted, the Consultant will update the applicable environmental technical studies as outlined below:

Ecology
The Consultant will complete a desktop review of the USFWS National Wetlands Inventory (NWI) database and USGS topographic mapping to identify all wetlands and streams within the area of the new location for Shelter 8. This information along with all relevant NWI and USGS topographic mapping will be referenced in determining the presence or absence of ecological areas of concern. Any areas of concern will be noted in the NEPA Reevaluation.

It is assumed that an Environmental Boundaries Survey will not be required for the completion of the NEPA Reevaluation. If an Environmental Boundaries Survey is deemed necessary by the Client, FTA, or another state and/or federal agency for the completion of the NEPA Reevaluation, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

It is assumed that no individual plant or animal species survey will be conducted as part of this proposed scope of services and cost estimate. If the Client, FTA, or another state and/or federal agency requests a species survey, these services can be provided, but will be considered Additional Services beyond this scope of services.

Floodplains
Floodplains and floodways in the new location proposed for Shelter 8 will be identified only through the review of National Flood Insurance Rate Maps (FIRMs). All FIRMs specific to the project area will be compiled and the relevant floodplains and floodways information will be provided as part of the NEPA Reevaluation.

Recreational Resources
No Section 4(f) resources are anticipated to be affected by the proposed project. If a Section 4(f) evaluation or coordination is required by any agency, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Cultural Resources
Though updates to the proposed project warrant the addition of new areas for improvement, no new right-of-way and/or easement amounts are anticipated; therefore, it is assumed that an Assessment of Effects

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for Historic Properties Survey and/or Phase I Archaeological Survey will not be required. Based on this assumption, the Consultant will review and research the architectural/historical records for the proposed new location of Shelter 8 through a desktop review only. As part of this Section 106 Desktop Assessment, the Consultant will generate the following items:

- USGS topographic mapping of the project area;
- Photographs of all historic properties along the project area, along with a key map; and
- Dates of construction for buildings in the project area, as warranted and as available.

The Consultant will summarize the results of this review in the NEPA Reevaluation and include any relevant supporting documentation as an attachment to that document.
Archaeology

It is not anticipated that a Phase I Archaeological Survey will be deemed necessary by FTA and/or the Tennessee State Historic Preservation Office (TN-SHPO) since the proposed new location for Shelter 8 is expected to occur within existing (previously distributed) right-of-way. If a Phase I Archaeology Survey is deemed necessary by FTA or the TN-SHPO, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Tribal Consultation
If requested, a draft tribal consultation letter will be prepared by the Consultant and submitted to FTA. Tribal Consultation will be completed by the FTA Region 4 environmental staff, if/when warranted. If so requested, this letter and resulting consultation documentation would be incorporated directly into the environmental document by the Consultant.

Historic Architecture
It is not anticipated that an Historic Architecture Survey will be deemed necessary by FTA and/or the TN-SHPO since the proposed new location for Shelter 8 is expected to occur within existing (previously distributed) right-of-way. If a Historic Architecture Survey is deemed necessary by FTA or the TN-SHPO, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Environmental Justice
An Environmental Justice (EJ) evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area to determine whether minority or low-income populations are present in the area affected by the proposed action, and if so, whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations.

Baseline data will be collected for low income and minority populations using U.S. Census data. Any identified potential areas of EJ populations will be displayed on GIS mapping. The EJ analysis will be limited to desk-top research only. No field work will be completed. If a disproportionately high and adverse effect on a low-income population or minority population is revealed, the analysis will show how the effects are distributed within the affected community.

If potential mitigation measures or potential community outreach efforts are identified, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement. The EJ analysis will be incorporated directly into the environmental document.

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Hazardous Materials
The Consultant will complete a desktop review of available hazardous materials databases to determine whether the proposed new location for Shelter 8 has the potential to contain hazardous materials that may be impacted by the project. Hazardous materials databases to be reviewed are the Underground Storage Tank (UST) Data and Reports database provided by Tennessee Department of Environment and Conservation (TDEC), the "EnviroMapper" database maintained by the Environmental Protection Agency (EPA), and the Public Data Viewer maintained by the TDEC Division of Water Resources.
If additional studies such as a Phase I or Phase II Environmental Site Assessment are required, these services can be provided in accordance with the Additional Services clause of this agreement.

Assumptions:

- It is assumed that no Phase I Environmental Site Assessment (ESA), Phase II ESA, or Asbestos Containing Materials (ACM) surveys will be conducted as part of this proposed scope of services and cost estimate. If the Client, TDOT, or another state and/or federal agency requests additional hazardous materials studies, these services can be provided, but will be considered Additional Services beyond this scope of services.

Noise
It is not anticipated that a detailed Noise Analysis will be deemed necessary by FTA since the project involves the construction of bus shelters and will not result in additional transit service. If a Noise Analysis is deemed necessary by FTA, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Air Quality
It is not anticipated that a detailed Air Quality Analysis will be deemed necessary by FTA since the project involves the construction of bus shelters and will not result in additional transit service. If an Air Quality Analysis is deemed necessary by FTA, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Relocations
No business, residential or non-profit organization displacements are anticipated within the construction limits of the proposed project. If a relocation study is deemed necessary for this project, this service can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Farmland
Given the project is located in an urban environment, it is assumed that coordination with the Natural Resource and Conservation Service (NRCS) will not be required. If farmland resources are identified and coordination with the NRCS is deemed necessary by FTA, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.5: Document Preparation and Approval
The purpose of this task is to develop the NEPA Reevaluation documentation, consistent with FTA requirements and in consideration of Council on Environmental Quality (CEQ) and FTA regulations for NEPA compliance.

Following completion of the NEPA Reevaluation by the Consultant, the NEPA Reevaluation will be submitted to the Client for review and comment. The Consultant will then revise the NEPA Reevaluation based on the Client's comments. Once the Client approves the NEPA Reevaluation, the document will be submitted to FTA for initial review and subsequent approval.

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Deliverables:

- Draft NEPA Reevaluation document for the Client's review (electronic copy in Adobe PDF format)
- Draft NEPA Reevaluation document for FTA review (electronic copy in Adobe PDF format)
- Final NEPA Reevaluation document for FTA review and approval (electronic copy in Adobe PDF format)

Task 7: Design Phase Services
Included in Amendment 001.

Task 8: Submittals and Permitting Services
Included in Amendment 001.

Task 9: Limited Construction Phase Services
Kimley-Horn understands that the City of Murfreesboro Transportation Department will lead day-to-day construction engineering inspection (CEI) services as required by federal, state, and local regulations. However, Kimley-Horn's assistance and participation as requested by the City of Murfreesboro Transportation Department staff will be provided as detailed in the subtasks below.

Task 9.1: Procurement Bid Assistance
Kimley-Horn will answer questions, tabulate the bids received, and evaluate the compliance of the bids received with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation, our recommendation of the award, and other required documentation to the City of Murfreesboro Transportation Department staff for review and approval.

Task 9.2: Pre-Construction Meeting
Upon award of the construction contract, Kimley-Horn staff will facilitate a pre-construction meeting to outline project goals, scope of work, expectations, and requirements. Kimley-Horn will review the construction schedule with the Contractor and coordinate procedures to be followed during construction.

Task 9.3: Shop Drawing Review
Kimley-Horn will review, comment on, and reject / approve up to seven (7) shop drawings and samples and other data which the Contractor is required to submit, but only for conformance with the information in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. It is assumed that shop drawing review will only be required for concrete mix designs and pedestrian amenities (benches, shelters, trash can, bike racks, etc.).

Task 9.4: Site Visits and Observation of Construction
Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn staff will make up to ten (10) site visits at intervals as directed by the City of Murfreesboro Transportation Department staff in order to observe the progress of work. Such visits and observations by Kimley-Horn staff are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on Consultant's exercise of professional judgement. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding in accordance with the contract documents, and Kimley-Horn

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staff will keep the City of Murfreesboro Transportation Department staff informed of the general progress of the work. Additional site visits can be provided as Additional Services, if requested by the City of Murfreesboro Transportation Department staff.

The purpose of the site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement, and to provide the City of Murfreesboro Transportation Department a greater degree of confidence that the completed work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, nor for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's furnishing and performing the work. Accordingly, Kimley-Horn neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents.

Concerning limitations of responsibility, Kimley-Horn shall not be responsible for the acts or omissions of any contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Kimley-Horn shall not have authority or responsibility to stop the work of any contractor.

Task 9.5: Substantial Completion

Promptly after notice from the Contractor that it considers the entire work ready for its intended use, Kimley-Horn will accompany the City of Murfreesboro Transportation Department staff and the Contractor to conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the City of Murfreesboro Transportation Department staff, Kimley-Horn considers the work substantially complete, Kimley-Horn will notify the City of Murfreesboro Transportation Department and the Contractor.

Task 9.6: Final Notice of Acceptability of Work

Kimley-Horn will conduct a final site visit to determine if the completed work of the Contractor is generally in accordance with the contract documents and the final punch list is so that Kimley-Horn may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the work is generally in accordance with the contract documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely.

Deliverables:

- Up to two (2) bid addenda, if warranted (one (1) electronic copy)
- Bid Summary (one (1) electronic copy)
- Shop Drawing Review Summary (one (1) electronic copy)
- Site Visits and Observation of Construction Summary (one (1) electronic copy)
- Substantial Completion Summary (one (1) electronic copy)
- Final Notice of Acceptability of Work Summary (one (1) electronic copy)

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Task 10: Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City of Murfreesboro Transportation Department requests, will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Attendance / participation at other meetings outside of those mentioned in Tasks 1 and 5-8.
- Revisions to the plans after site plan approval
- Land Surveying services, not referenced above
- Public involvement activities
- Phase I Archaeological Survey
- Historic Architecture Survey
- Waters of the U.S. Survey or protected species survey (including a protected bat survey)
- Phase I or Phase II Environmental Site Assessment
- Noise Analysis
- Air Quality Analysis
- Relocation study
- Coordination with the NRCS
- Section 4(f) / 6(f) evaluation or coordination
- Roadway improvements or modifications
- Environmental engineering services (i.e. wetland and stream delineations, etc.), USACE Permits (i.e., Section 404, etc.), TDEC Permits (i.e., NOC, ARAP, etc.)
- Increased Construction Support Services (i.e. T-2 submittals, contractor payroll review / approval, increased site visits, etc.)
- Right-of-Way or easement acquisition services
- Utility relocation design services
- Electrical routing and design for bus shelters
- Renderings and graphics
- Other services as requested by the City of Murfreesboro Transportation Department

The specific scope of these tasks will be defined if the City of Murfreesboro Transportation Department elects to move forward with any Additional Services.

Schedule

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon a mutually agreed upon schedule.

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Fee and Expenses
Kimley-Horn will perform the services in Tasks 1, 5, 6, and 9 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 – Project Coordination Services	$3,120.00
Task 5 – Survey/Data Collection Services	$11,280.00
Task 6 – FTA NEPA Reevaluation	$8,525.00
Task 9 – Limited Construction Phase Services	$17,985.00
Maximum Labor Fee	**$40,910.00**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services described in Task 10 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 10 will not be performed without written authorization by the OWNER.

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Kimley»Horn

City of Murfreesboro
Transit Route and Shelter Study, Phase II (Amendment 002)

Transit Route and Shelter Study, Phase II
Design / Construction
December 14, 2023
Doug Delaney
Zac Dufour / Chris Rhodes

	Labor Task / Task Description:	Principal	Project Manager	Senior Professional II	Senior Professional I	Analyst	Administrative	Task Hour Subtotals	Task Fee Subtotals
Task 1	**Project Coordination Services**	**2.0**	**6.0**	**0.0**	**0.0**	**0.0**	**8.0**	**16.0**	**$ 3,120.00**
1.1	Monthly Project Documentation, Reporting, and Administration	2.0	6.0	0.0	0.0	0.0	8.0	16.0	**$ 3,120.00**
Task 5	**Survey/Data Collection Services**	**0.0**	**0.0**	**3.0**	**0.0**	**14.0**	**0.0**	**17.0**	**$ 2,880.00**
5.1	Surveying Services	0.0	0.0	2.0	0.0	12.0	0.0	14.0	**$ 2,320.00**
5.2	Administration Services	0.0	0.0	1.0	0.0	2.0	0.0	3.0	**$ 560.00**
Task 6	**FTA NEPA Reevaluation**	**0.0**	**3.0**	**7.0**	**0.0**	**39.0**	**0.0**	**49.0**	**$ 8,525.00**
6.1	FTA Coordination	0.0	1.0	0.0	0.0	0.0	0.0	1.0	**$ 285.00**
6.2	Agency Coordination	0.0	1.0	0.0	0.0	0.0	0.0	1.0	**$ 285.00**
6.3	ETSA for new areas and update mapping/GIS for various subject matters below	0.0	0.0	1.0	0.0	6.0	0.0	7.0	**$ 1,160.00**
6.4	Relocations	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.5	Ecology / Natural Resources	0.0	0.0	0.0	0.0	4.0	0.0	4.0	**$ 600.00**
6.6	Floodplains	0.0	0.0	0.0	0.0	1.0	0.0	1.0	**$ 150.00**
6.7	Air Quality	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.8	Noise	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.9	Farmland	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.10	Section 4(f) Impacts	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.11	Parks and Recreational Resources / Section 6(f)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.12	Cultural Resources / Section 106 Coordination	0.0	0.0	0.0	0.0	5.0	0.0	5.0	**$ 750.00**
6.13	Environmental Justice	0.0	0.0	0.0	0.0	2.0	0.0	2.0	**$ 300.00**
6.14	Hazardous Materials	0.0	0.0	0.0	0.0	5.0	0.0	5.0	**$ 750.00**
6.15	Document Preparation and Approval	0.0	1.0	6.0	0.0	16.0	0.0	23.0	**$ 4,245.00**
Task 9	**Limited Construction Phase Services**	**0.0**	**31.0**	**0.0**	**0.0**	**61.0**	**0.0**	**92.0**	**$ 17,985.00**
9.1	Bid Assistance	0.0	3.0	0.0	0.0	10.0	0.0	0.0	**$ 2,355.00**
9.2	Pre-Construction Meeting	0.0	3.0	0.0	0.0	5.0	0.0	0.0	**$ 1,605.00**
9.3	Shop Drawing Review	0.0	3.0	0.0	0.0	6.0	0.0	0.0	**$ 1,755.00**
9.4	Site Visits and Observation of Construction (up to 10)	0.0	12.0	0.0	0.0	30.0	0.0	0.0	**$ 7,920.00**
9.5	Substantial Completion	0.0	5.0	0.0	0.0	5.0	0.0	0.0	**$ 2,175.00**
9.6	Final Notice of Acceptability of Work	0.0	5.0	0.0	0.0	5.0	0.0	0.0	**$ 2,175.00**
	Hour Totals:	2.0	40.0	10.0	0.0	114.0	8.0	174.0	
	Loaded Rate	$ 305.00	$ 285.00	$ 260.00	$ 235.00	$ 150.00	$ 100.00		
	Extension	$ 610.00	$ 11,400.00	$ 2,600.00	$ -	$ 17,100.00	$ 800.00		
								Labor Subtotal:	**$ 32,510.00**

Expenses:	Quantity	Rate	Extension
Allocation	1	$ -	$ -
Meals	2	$ -	$ -
Hotel	1	$ -	$ -
Mileage	500	$ -	$ -
Rental Car	1	$ -	$ -
Rental Car (Gas)	1	$ -	$ -
Airfare	1	$ -	$ -
Subconsultant (Survey)	1	$ 8,400.00	$ 8,400.00
None	0	$ -	$ -
		Expense Subtotal:	$ 8,400.00

Overall Project Fee: $ 40,910.00

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AMENDMENT NUMBER 001
TO THE AGREEMENT BETWEEN
THE CITY OF MURFREESBORO, TENNESSEE
AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 001 dated January 6, 2023 to the agreement between the City of Murfreesboro, Tennessee ("City"), and Kimley-Horn and Associates, Inc., ("Consultant") dated January 27, 2022 ("the Agreement") concerning professional services to study, develop, design, and implement plans for new transit routes and transit shelters (the "Project").

The Consultant has entered into the Agreement with the City for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by the Consultant and provisions for additional compensation by the City to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CITY OF MURFREESBORO

DocuSigned by:
Shane M. McFarland
A2F6A4BE7CDD4E7...
Shane McFarland

Title: Mayor

Date: 1/6/2023

KIMLEY-HORN AND ASSOCIATES, INC.

Christopher D. Rhodes
Christopher D. Rhodes, P.E.

Title: Vice President

Date: 12/09/2022

APPROVED AS TO FORM:

DocuSigned by:
Adam Tucker
43A2035E51F9401...
City Attorney, Adam Tucker

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During Phase I of the Transit Route and Shelter Study, a total of 31 transit shelter locations throughout the City of Murfreesboro were identified. These 31 locations were prioritized for implementation in four prioritization groups based on the following factors:

- Availability of right-of-way
- Availability of sidewalk/pedestrian crossing
- Suitability of grade at location
- Proximity to a city planned roadway widening

This amendment is for implementation of the initial eight (8) transit shelter locations (Prioritization Group 1) identified in Phase I and listed in the table below:

Prioritization Group 1

Route Name	Direction	Location
MLK	Outbound	Save-A-Lot/Kroger
Memorial	Inbound	Walgreens north of Northfield Boulevard
Memorial	Inbound	Airport Road across from Walmart
South Church	Inbound	McDonalds north of Warrior/Butler Drive
South Church	Inbound	Regal Inn at far side of Shelby Street
Highland	Outbound	Northfield Boulevard at North Tennessee Boulevard
Highland	Inbound	Hazelwood Student Housing
Highland	Inbound	Greenland Drive

Consultant shall perform the following services:

Task 1: Project Coordination Services
This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of monthly virtual (i.e., Microsoft Teams) meetings (as needed) with the City of Murfreesboro Transportation Department staff (Assistant Transportation Director is the primary contact), preparing and distributing project correspondence, schedule of meetings and activities, periodic project status reporting, and discussion of project issues throughout the life of the project. Kimley-Horn will also coordinate with our Subconsultant surveyor as part of this task.

Task 1.1: Monthly Project Documentation, Reporting, and Administration
Kimley-Horn will use our firm-wide electronic accounting system for storage and retrieval of project accounting information. This system provides a mechanism for tracking and reporting the progress of a project monthly. Information developed in this task will consist of updates on schedule, budget status, elements of tasks completed, tasks remaining, and problems / issues to be addressed. Kimley-Horn will submit an invoice and status report for each month on, or before the deadline as determined by the City of Murfreesboro Transportation Department.

Deliverables:
- Monthly Virtual Meeting Summary (one (1) electronic copy via email)
- Monthly Status Reports
- Monthly Invoices

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Task 2: Public and Stakeholder Outreach
Completed during Phase I.

Task 3: Planning and Research to Identify Route Realignments
Completed during Phase I.

Task 4: Planning and Research to Identify Potential Shelter Locations
Completed during Phase I.

Task 5: Survey/Data Collection Services
This task will consist of the collection of the base mapping and survey data necessary for the development of the design plan sheets.

Task 5.1: Survey of Existing Features
Kimley-Horn, through a Subconsultant, will provide survey data for use in the development of the construction plans for up to eight (8) transit shelter locations. Each of the up to eight (8) proposed locations will be surveyed in a 50' x 50' area that contains the proposed transit shelter area. This data will consist of collecting property corners for the parcel(s) within the survey area, horizontal and vertical locations of existing features that are visible and accessible from the surface of the ground, such as sidewalks, roadways, curbs, parking lots, drainage structures, signs, benches, fences, grassed areas, utilities, pavement markings, edge of pavements, curb cuts and medians, ditches, right-of-way limits, and easements for the project locations. The Subconsultant will make a Tennessee One-Call request to locate utilities within each 50' x 50' survey area. The survey will also consist of topographic data associated with all of the above collected existing features. Topography must be captured with sufficient accuracy and density to meet Americans with Disabilities Act (ADA) standards. This data will be collected under the supervision of a Tennessee Registered Land Surveyor. All survey data is to be delivered in Tennessee State Plane 4100, USFT. Vertical datum will be delivered in NAVD 88. The survey results shall meet or exceed Category I minimum standards as defined in 0820-03-.05 ACCURACY OF SURVEYS of the Tennessee State Board of Examiners Standard of Practice.

Deliverables:

- Survey for up to eight (8) transit shelter locations (one (1) electronic copy via email)

Task 6: Checklist of Information Required to Initiate NEPA/FTA Coordination
This task shall consist of the development of the Federal Transit Administration (FTA) Checklist for Information Required to Initiate National Environmental Policy Act (NEPA) documentation (the Checklist) and FTA coordination for the initial eight (8) transit shelter locations throughout the City of Murfreesboro. The NEPA document determination can only be made by FTA and FTA will use the Checklist to confirm the appropriate NEPA class of action. Given the nature of the proposed project and the following assumptions, the NEPA document for this project is a likely candidate for classification as a C-List Categorical Exclusion (C-List CE).

- The majority of the proposed improvements will occur within existing right-of-way, but minor amounts of additional right-of-way and/or easements (permanent or temporary) may be needed in some locations; and
- The majority of the proposed improvements will occur in urbanized and/or or areas of previously disturbed ground.

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This amendment does not include development of the NEPA document. Development of the NEPA document will be considered Additional Services beyond this scope of services. Development of the Checklist will be based on conceptual plans identifying the location and configuration of the initial eight (8) transit shelter locations throughout the City of Murfreesboro.

Task 6.1: FTA Coordination

The purpose of this task is to plan, organize, and implement the tasks stipulated in this scope of services in a timely manner. In this task, the Consultant will maintain direct contact with the designated FTA Region 4 representative.

Deliverables

- Meeting Minutes for up to two project meetings (one (1) electronic copy each, Adobe PDF format) to the City and all meeting attendees.

Task 6.2: Development of Need and Purpose and Description of Existing Conditions

The Consultant will prepare a "Purpose and Need" statement for inclusion in the environmental document. The statement will clearly describe the need that exists for the proposed improvements and will describe the problems that the proposed action is intended to correct.

The Consultant will also review the project area and prepare a project location map and a description of the area of potential effect (APE) for inclusion in the Checklist.

Task 6.3: Agency Coordination

It is assumed that no initial coordination letters to federal and state agencies requesting a review of the proposed project's impacts to threatened and endangered species, wetlands, and/or streams will be required for the development of the Checklist. If any agency coordination activities are deemed necessary for the proposed project, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.4: Public Involvement

It is assumed that no public involvement activities such as public meetings, newsletters, or website updates will be required for the proposed project. If any public involvement activities are deemed necessary for the proposed project, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.5: Environmental Areas of Concern

The Environmental Technical Study Area (ETSA), as developed under Task 3, will serve as the study area limits for the reviews for environmental areas of concern outlined below. If further design details or plans become available during preparation of the Checklist and the expected right-of-way limits exceed what is presented in the ETSA, then these reviews for environmental areas of concern will need to be updated to reflect the latest design plans. Updates to the reviews for environmental areas of concern can be completed in accordance with the Additional Services clause of this agreement.

Task 6.5.1: Section 106 / Cultural Resources

It is assumed that an Assessment of Effects for Historic Properties Report and/or a Phase I Archaeological Survey will not be required for the completion of the Checklist. Based on this assumption, the Consultant will review and research the architectural/historical records for the general project area through a desktop review only. As part of this Section 106 Desktop Assessment, the Consultant will generate the following items:

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- United States Geological Survey (USGS) topographic map of the project area
- Photographs of the site, along with a key map
- Dates of construction for buildings in the project area where this information is readily available.

The above items will support the information provided in the Checklist and will be made available upon request. Following completion of the Section 106 Assessment, any identified potential areas of concern will be summarized in the Checklist. If further studies are deemed necessary for the proposed project, these services can be provided by the Consultant in accordance with Additional Services clause of this agreement.

- Archaeology
  It is not anticipated that a Phase I Archaeological Survey will be deemed necessary by FTA and/or the Tennessee State Historic Preservation Office (TN-SHPO) since a majority of the improvements are expected to occur within existing (previously distributed) right-of-way. If a Phase Archaeology Survey is deemed necessary by FTA or the TN-SHPO, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

- Tribal Consultation
  A draft tribal consultation letter will be prepared by the Consultant and submitted to FTA. Tribal Consultation will be completed by the FTA Region 4 environmental staff, if/when warranted. If Consultant is later tasked with developing the NEPA document, this letter and resulting consultation documentation would be incorporated directly into the environmental document by the Consultant in accordance with the Additional Services clause of this agreement.

- Historic Architecture
  It is not anticipated that an Historic Architecture Survey will be deemed necessary by FTA and/or the Tennessee State Historic Preservation Office (TN-SHPO) since a majority of the improvements are expected to occur within existing (previously distributed) right-of-way. If a Historic Architecture Survey is deemed necessary by FTA or the TN-SHPO, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.5.2: Ecology
The Consultant will complete a desktop review of the USFWS National Wetlands Inventory (NWI) database and USGS topographic mapping to identify all wetlands and streams within the project area. This information along with all relevant NWI and USGS topographic mapping will be referenced in determining the presence or absence of ecological areas of concern. Any areas of concern will be noted in the Checklist.

It is assumed that an Environmental Boundaries Survey will not be required for the completion of the Checklist. If an Environmental Boundaries Survey is deemed necessary by the Client, FTA, or another state and/or federal agency for the completion of the Checklist or for the later development of a NEPA document, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

It is assumed that no individual plant or animal species survey will be conducted as part of this proposed scope of services and cost estimate. If the Client, FTA, or another state and/or federal agency requests a

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species survey, these services can be provided, but will be considered Additional Services beyond this scope of services.

Task 6.5.3: Hazardous Materials
The Consultant will complete a desktop review of available hazardous materials databases to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. Hazardous materials databases to be reviewed are the Underground Storage Tank (UST) Data and Reports database provided by Tennessee Department of Environment and Conservation (TDEC), the "EnviroMapper" database maintained by the Environmental Protection Agency (EPA), and the Public Data Viewer maintained by the TDEC Division of Water Resources.

If additional studies such as a Phase I or Phase II Environmental Site Assessment are required, these services can be provided in accordance with the Additional Services clause of this agreement.

Task 6.5.4: Noise
It is not anticipated that a detailed Noise Analysis will be deemed necessary by FTA since the project involves the construction of bus shelters and will not result in additional transit service. If a Noise Analysis is deemed necessary by FTA, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.5.5: Air Quality
It is not anticipated that a detailed Air Quality Analysis will be deemed necessary by FTA since the project involves the construction of bus shelters and will not result in additional transit service. If an Air Quality Analysis is deemed necessary by FTA, one can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.5.6: Relocations
No business, residential or non-profit organization displacements are anticipated within the construction limits of the proposed project. If a relocation study is deemed necessary for this project, this service can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.5.7: Farmland
Given the project is located in an urban environment, it is assumed that coordination with the Natural Resource and Conservation Service (NRCS) will not be required. If farmland resources are identified and coordination with the NRCS is deemed necessary by FTA, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.5.8: Section 4(f)
No Section 4(f) resources are anticipated to be affected by the proposed project. If a Section 4(f) evaluation or coordination is required by any agency, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Task 6.5.9: Parks and Recreational Resources/ Section 6(f)
No parks or Section 6(f) resources are anticipated to be affected by the proposed project. If a Section 6(f) evaluation or coordination is required by any agency, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

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Task 6.5.10: Environmental Justice
An Environmental Justice (EJ) evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area to determine whether minority or low-income populations are present in the area affected by the proposed action, and if so, whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations.

Baseline data will be collected for low income and minority populations using U.S. Census data. Any identified potential areas of EJ populations will be displayed on GIS mapping. The EJ analysis will be limited to desk-top research only. No field work will be completed. If a disproportionately high and adverse effect on a low-income population or minority population is revealed, the analysis will show how the effects are distributed within the affected community.

If potential mitigation measures or potential community outreach efforts are identified, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement. The EJ analysis will be incorporated directly into the environmental document.

Task 6.5.11: Floodplains
The Consultant will conduct a preliminary analysis of floodplains and floodways as part of the review for potential environmental areas of concern for development of the Checklist. Floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of National Flood Insurance Rate Maps (FIRMs). The Consultant will also identify in the Checklist if the proposed project encroaches into any base (100-year) floodplain and/or any regulatory floodways.

Task 6.6: Checklist Preparation and Coordination
The purpose of this task is to develop the FTA Checklist of Information Required to Initiate NEPA, consistent with FTA requirements and in consideration of Council on Environmental Quality (CEQ) and FTA regulations for NEPA compliance. The Consultant will incorporate the Purpose and Need, a project description and results of the review for environmental areas of concern into the Checklist.

As a part of the Checklist, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, location of potential environmental areas of concern and comparison of those potential areas of concern.

Following completion of the document by Consultant, the Checklist will be submitted to the City of Murfreesboro for review and comment. Consultant will then revise the Checklist based on the City's comments. Once the City approves of the Checklist, the Checklist will be submitted to the FTA for initial review and subsequent acceptance.

Deliverables:

- Copy of all correspondence and submittals to various regulatory agencies (one (1) electronic copy each, Adobe PDF format) to the City
- Section 106 Desktop Assessment to FTA (one (1) electronic copy, Adobe PDF format)
- Draft Checklist for City review (one (1) electronic copy, Adobe PDF format)
- Draft Checklist for FTA review (one (1) electronic copy, Adobe PDF format)
- Final Checklist for FTA review and approval (one (1) electronic copy, Adobe PDF format)

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Task 7: Design Phase Services
This task shall consist of the development of construction plans and documents for transit shelter installations at up to eight (8) transit shelter locations.

Task 7.1: Preliminary Design (75 Percent Submittal)
Draft Construction Plans (75 percent complete) will be provided to the City of Murfreesboro for review and comment. For the up to eight (8) transit shelter locations, Kimley-Horn will prepare one (1) set of construction plans. The plans will consist of the following:

- Cover sheet, index of sheets, location map
- Proposed Layout, Grading, and Drainage plans
- Erosion Prevention and Sediment Control (EPSC – Phase 1) plans
- Construction General Notes
- Construction Details

Task 7.1.1: Preliminary Engineer's Opinion of Probable Construction Cost
Kimley-Horn will prepare an engineer's opinion of the probable construction cost for the overall project consisting of up to eight (8) transit shelter locations. The opinion of probable construction cost will be based on actual bid prices for recent projects which involve similar equipment and construction, to the extent that such information is available.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Task 7.1.2: Preliminary Technical Specifications
Kimley-Horn will prepare preliminary technical specifications for the proposed project. These specifications are intended to be a supplement to the general conditions and bidding information that will be provided by the City of Murfreesboro Transportation Department for the purposes of bidding this project. The specifications will consist of site elements that are not covered by the construction plans or by manufacturer's specifications.

Deliverables:
- 75 percent plans package (up to five (5) hard copies in 11 x 17-inch sheet size and one electronic copy via email)
- 75 percent engineer's opinion of probably construction cost (one (1) electronic copy)
- 75 percent technical specifications (one (1) electronic copy)

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Task 7.2: Final Plans Package
Upon receiving comments on the plans, updated cost estimate, and technical specifications, Kimley-Horn will update the preliminary plans and produce final construction plans suitable for competitive bidding by the City of Murfreesboro.

Deliverables:

- Construction plans package (up to five (5) hard copies in 11 x 17-inch sheet size and one electronic copy via email)
- Updated engineer's opinion of probably construction cost (one (1) electronic copy)
- Technical Specifications (one (1) electronic copy)

Task 8: Submittals and Permitting Services
Kimley-Horn will compile the Construction Plans, Updated Engineer's Opinion of Probable Construction Cost and Technical Specifications and submit to the City of Murfreesboro Transportation Department. Kimley-Horn will also submit the construction plans to FTA Region 4, and the City of Murfreesboro Engineering and Planning departments. It is assumed that one round of comments will be received on the construction plans from each of these agencies. Kimley-Horn will compile all comments and make one revision to the plans and resubmit to the agencies listed above.

Deliverables:

- Construction plans package (up to five (5) hard copies in 11 x 17-inch sheet size and one electronic copy via email)
- Engineer's opinion of probable construction cost (one (1) electronic copy)
- Technical Specifications (one (1) electronic copy)

Task 9: Additional Services
Any services not specifically provided for in the above scope, as well as any changes in the scope the City of Murfreesboro Transportation Department requests, will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Attendance / participation at other meetings outside of those mentioned in Tasks 1 and 5-8.
- Additional surveying services
- Public involvement activities
- Phase I Archaeological Survey
- Historic Architecture Survey
- Waters of the U.S. Survey or protected species survey (including a protected bat survey)
- Phase I or Phase II Environmental Site Assessment
- Noise Analysis
- Air Quality Analysis
- Relocation study
- Coordination with the NRCS

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- Section 4(f) / 6(f) evaluation or coordination
- Roadway improvements or modifications
- Environmental engineering services (i.e. wetland and stream delineations, etc.), USACE Permits (i.e., Section 404, etc.), TDEC Permits (i.e., NOC, ARAP, etc.)
- Limited Construction Phase Services (i.e. bid assistance, pre-construction meeting, shop drawing review, site visits and observation of construction, substantial completion summary, final notice of acceptability of work summary)
- Increased Construction Support Services (i.e. T-2 submittals, Contractor payroll review / approval, increased site visits, etc.)
- Right-of-Way or easement acquisition services
- Utility relocation design services
- Electrical routing and design for bus shelters
- Renderings and graphics
- Other services as requested by the City of Murfreesboro Transportation Department

The specific scope of these tasks will be defined if the City of Murfreesboro Transportation Department elects to move forward with any Additional Services.

Schedule
Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon a mutually agreed upon schedule.

Fee and Expenses
Kimley-Horn will perform the services in Tasks 1 and 5 - 8 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 – Project Coordination Services	$17,710
Task 5 – Survey/Data Collection Services	$17,380
Task 6 – NEPA Documentation/FTA Coordination	$17,000
Task 7 – Design Phase Services	$43,259
Task 8 – Submittals and Permitting Services	$9,760
Maximum Labor Fee	**$105,109**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client

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request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services described in Task 9 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 9 will not be performed without written authorization by the OWNER.

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Kimley»Horn

City of Murfreesboro
Transit Route and Shelter Study, Phase II (Amendment 001)

Transit Route and Shelter Study, Phase II
Design / Construction
December 9, 2022
Doug Delaney
Zac Dufour / Chris Rhodes

	Labor Task / Task Description:	Principal	Project Manager	Senior Professional II	Senior Professional I	Analyst	Administrative	Task Hour Subtotals	Task Fee Subtotals
Task 1	**Project Coordination Services**	**2.0**	**18.0**	**36.0**	**6.0**	**0.0**	**12.0**	**74.0**	**$ 17,710.00**
1.1	Monthly Project Documentation, Reporting, and Administration	2.0	18.0	36.0	6.0	0.0	12.0	74.0	**$ 17,710.00**
Task 5	**Survey/Data Collection Services**	**0.0**	**4.0**	**8.0**	**0.0**	**30.0**	**0.0**	**42.0**	**$ 7,720.00**
5.1	Survey of Existing Features	0.0	4.0	8.0	0.0	30.0	0.0	42.0	**$ 7,720.00**
Task 6	**Checklist of Information Required to Initiate NEPA/FTA Coordination**	**0.0**	**4.0**	**0.0**	**18.0**	**60.0**	**0.0**	**82.0**	**$ 14,370.00**
6.1	FTA Coordination	0.0	2.0	0.0	2.0	0.0	0.0	4.0	**$ 1,040.00**
6.2	Development of Need and Purpose and Description of Existing Conditions	0.0	0.0	0.0	2.0	6.0	0.0	8.0	**$ 1,370.00**
6.3	Agency Coordination	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.4	Public Involvement	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.5	Environmental Areas of Concern	0.0	0.0	0.0	6.0	0.0	0.0	6.0	**$ 1,410.00**
6.5.1	Section 106/Cultural Resources	0.0	0.0	0.0	0.0	8.0	0.0	8.0	**$ 1,200.00**
6.5.2	Ecology	0.0	0.0	0.0	0.0	4.0	0.0	4.0	**$ 600.00**
6.5.3	Hazardous Materials	0.0	0.0	0.0	0.0	6.0	0.0	6.0	**$ 900.00**
6.5.4	Noise	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.5.5	Air Quality	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.5.6	Relocations	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.5.7	Farmland	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.5.8	Section 4(f)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.5.9	Parks and Recreational Resources / Section 6(f)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**$ -**
6.5.10	Environmental Justice	0.0	0.0	0.0	0.0	14.0	0.0	14.0	**$ 2,100.00**
6.5.11	Floodplains	0.0	0.0	0.0	0.0	2.0	0.0	2.0	**$ 300.00**
6.6	Checklist Preparation and Coordination	0.0	2.0	0.0	8.0	20.0	0.0	30.0	**$ 5,450.00**
Task 7	**Design Phase Services**	**0.0**	**14.0**	**14.0**	**0.0**	**220.0**	**0.0**	**248.0**	**$ 40,630.00**
7.1	Preliminary Design (75 Percent Submittal)	0.0	6.0	6.0	0.0	130.0	0.0	142.0	**$ 22,770.00**
7.1.1	Preliminary Engineer's Opinion of Probably Construction Cost	0.0	4.0	4.0	0.0	30.0	0.0	38.0	**$ 6,680.00**
7.1.2	Preliminary Technical Specifications	0.0	2.0	2.0	0.0	36.0	0.0	40.0	**$ 6,490.00**
7.2	Final Plans Package	0.0	2.0	2.0	0.0	24.0	0.0	28.0	**$ 4,690.00**
Task 8	**Submittals and Permitting Services**	**0.0**	**8.0**	**8.0**	**0.0**	**36.0**	**0.0**	**52.0**	**$ 9,760.00**
	Hour Totals:	2.0	48.0	66.0	24.0	346.0	12.0	364.0	
	Loaded Rate	$ 305.00	$ 285.00	$ 260.00	$ 235.00	$ 150.00	$ 100.00		
	Extension	$ 610.00	$ 13,680.00	$ 17,160.00	$ 5,640.00	$ 51,900.00	$ 1,200.00		
								Labor Subtotal:	**$ 90,190.00**

	Expenses:	Quantity	Rate	Extension
	Allocation	1	$ 4,148.74	$ 4,148.74
	Meals	2	$ 60.00	$ 120.00
	Hotel	1	$ 120.00	$ 120.00
	Mileage	500	$ 0.47	$ 235.00
	Rental Car	1	$ 75.00	$ 75.00
	Rental Car (Gas)	1	$ 60.00	$ 60.00
	Airfare	1	$ 500.00	$ 500.00
	Subconsultant (Survey)	0	$ -	$ 9,660.00
	None	0	$ -	$ -
			Expense Subtotal:	$ 14,918.74

Overall Project Fee: $ 105,109.00

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of January 27, 2022 between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and KIMLEY-HORN AND ASSOCIATES, INC. (ENGINEER).

OWNER intends to secure professional services to study, develop, design, and implement plans for new transit routes and transit shelters, (hereinafter called the Project.)

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1
BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental hereto.

The Specific Scope of Services for the Project are detailed in Exhibit A.

SECTION 2
ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

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2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus-a-fixed-fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services
(See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or

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indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3
OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 The Transportation Director shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 The OWNER has provided the information deemed necessary for the ENGINEER to carry out the services scoped in EXHIBIT A.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

3.4.4 property, boundary, easement, right-of-way, topographic, and utility surveys;

3.4.5 property descriptions;

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or

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ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4
PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 The services called for in the Tasks will be completed within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," after written authorization to proceed with the phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

SECTION 5
PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning and Study Report Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") a not-to-exceed amount of $103,219.00 based on the tasks outlined in Exhibit A.

5.1.1A For Basic Design Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters".

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rates provided in paragraph 8.4.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to

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ENGINEER therefor times a factor of 1.00. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of $1,920.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.

5.1.4.2 For work designed or specified but not constructed, the lowest *bona fide* bid received from a qualified bidder for such work; or, if the work is not bid, the lowest *bona fide* negotiated proposal for such work.

5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1 percent per month from said thirtieth day; and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the Basis of Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses.

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that

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comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4.1 Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including but not limited to social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are defined in Section 8.4.

5.4.1.1 The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

5.4.1.2 The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 35 percent of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

5.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. See Sections 8.3, 8.5, and 8.6.

SECTION 6
(RESERVED)

SECTION 7
GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents may be suitable for reuse by OWNER or others on extensions of the Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall, to the extent currently permitted under state law, indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of $1,000,000 in errors and

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omissions insurance for four years from execution of agreement. ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement comprehensive general liability insurance at $1,000,000 per occurrence and comprehensive automobile liability insurance at $1,000,000 per occurrence.

7.4 Controlling Law

This Agreement is to be governed by the laws of Tennessee.

7.5 Successors and Assigns

7.5.1 OWNER and ENGINEER each is hereby bound; and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

SECTION 8
EXHIBITS AND SPECIAL PROVISIONS

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of two pages.

8.1.2 Exhibit B, "Dispute Resolution," consisting of one page.

8.2 This Agreement (consisting of pages 1 through 11 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, the maximum billing rates shall be as follows:

Principal	$280/hour
Senior Professional	$240/hour
Professional	$190/hour
Production Team Member	$160/hour
Clerical Staff	$ 95/hour

These hourly rates shall be valid for a period of at least twelve (12) months. Increases in the hourly rates

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may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

CITY OF MURFREESBORO

DocuSigned by:

By: _____
A2F6A4BF7CD74E7...

Title: Mayor

Address for giving notice:
Engineering Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

APPROVED AS TO FORM:

DocuSigned by:

_____
48A20AEE51F9401...
City Attorney, Adam Tucker

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
(Christopher D. Rhodes, P.E.)

Title: Vice President

Address for giving notice:
Kimley-Horn and Associates, Inc.
214 Oceanside Drive
Nashville, Tennessee 37204
Phone: 615-564-2701

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EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on January 27, 2022 between the City of Murfreesboro, Tennessee, (OWNER or City) and Kimley-Horn and Associates, Inc. (ENGINEER or Kimley-Horn), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

This exhibit details the study to develop, design, and implement plans for new transit routes and transit shelters. A detailed description of the ENGINEER's Scope of Services, Schedule, and Fee are as follows:

Phase I

Task 1: Project Coordination Services
This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of every other week virtual (i.e., Microsoft Teams) meetings (as needed) with the City of Murfreesboro Transportation Department staff (Assistant Transportation Director is the primary contact), preparing and distributing project correspondence, schedule of meetings and activities, periodic project status reporting, and discussion of project issues throughout the life of the project. Kimley-Horn will also coordinate with our subconsultant surveyor as part of this task.

Task 1.1: Monthly Project Documentation, Reporting, and Administration
Kimley-Horn will use our firm-wide electronic accounting system for storage and retrieval of project accounting information. This system provides a mechanism for tracking and reporting the progress of a project monthly. Information developed in this task will consist of updates on schedule, budget status, elements of tasks completed, tasks remaining, and problems / issues to be addressed. Kimley-Horn will submit an invoice and status report for each month on, or before the deadline as determined by the City of Murfreesboro Transportation Department.

Deliverables:
- Every Other Week Virtual Meeting Summary (one (1) electronic copy via email)
- Monthly Status Reports
- Monthly Invoices

Task 1.2: Kickoff and Data Collection Meeting
Kimley-Horn shall coordinate and facilitate a site visit and kick-off/data collection meeting with the City of Murfreesboro Transportation Department staff after the official notice-to-proceed has been granted. The purpose of this meeting will be to review the project scope, receive data information from the City of Murfreesboro Transportation Department staff, discuss key issues, and to discuss potential route changes and transit shelter locations. Up to three (3) Kimley-Horn staff are anticipated to participate in this in-person meeting.

Deliverables:
- Kickoff and Data Collection Meeting Materials
- Kickoff and Data Collection Meeting Summary (one (1) electronic copy via email)

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Task 1.3: Initial Transit Route and Shelter Meeting

Kimley-Horn shall prepare for, facilitate, and document an initial transit route and shelter meeting with the City of Murfreesboro Transportation Department staff to present the proposed transit route realignment and/or adjustments and proposed transit shelter locations and memorandum drafted to summarize the results of Tasks 3 and 4 and the stakeholder input received as a result of Task 2. The City of Murfreesboro Transportation Director and Assistant Transportation Director will be involved in this meeting; however, others can be added at the discretion of the City of Murfreesboro Transportation Department.

The purpose of this meeting is to receive feedback from the City of Murfreesboro Transportation Department staff regarding the initial proposed transit route realignment and/or adjustments and the initial proposed transit shelter locations, proposed shelter facility styles, project goals, and objectives.

Deliverables:

- Initial Transit Route and Shelter Meeting Materials
- Initial Transit Route and Shelter Meeting Summary (one (1) electronic copy via email)

Task 1.4: Final Transit Route and Shelter Meeting

Kimley-Horn shall prepare for, facilitate, and document a transit route and shelter meeting with the City of Murfreesboro Transportation Department staff to present the final transit route realignment and/or adjustments and final transit shelter locations and memorandum drafted to summarize the results of Tasks 3 and 4 and the public comments received as a result of Task 2. The City of Murfreesboro Transportation Director and Assistant Transportation Director will be involved in this meeting; however, others can be added at the discretion of the City of Murfreesboro Transportation Department staff.

The purpose of this meeting is to provide information to and receive feedback from the City of Murfreesboro Transportation Department staff regarding the final transit route realignment and/or adjustments, as well as the final transit shelter locations and final shelter facility styles.

Deliverables:

- Final Transit Route and Shelter Meeting Materials
- Final Transit Route and Shelter Meeting Summary (one (1) electronic copy via email)

Task 2: Public and Stakeholder Outreach

When the City of Murfreesboro Transportation Department staff have approved the proposed transit route realignment and/or adjustments and proposed transit shelter locations for release to the public, Kimley-Horn will plan and conduct outreach at the current Downtown Hub. Kimley-Horn will develop public notifications and provide information about the date, time(s), location, and meeting content in accordance with the City of Murfreesboro's public notice requirements. The City of Murfreesboro will be responsible for posting this information on the City of Murfreesboro's website, placing any public notices in the newspaper (if required), and placing notices on the transit buses.

Task 2.1: Stakeholder Outreach

In coordination with Tasks 2 and 3, Kimley-Horn will gather input on route realignment or adjustments to existing routes and potential additional routes with up to six (6) stakeholders via in-person, or virtual meetings. The input from these stakeholders will be summarized in a Stakeholder Outreach Summary and will be incorporated into the recommendations presented to the City of Murfreesboro Transportation Department staff during Tasks 1.3.

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Deliverables:

- Stakeholder Outreach Summary (one (1) electronic copy via email)

Task 2.2: Downtown Hub Outreach

Kimley-Horn will conduct morning and afternoon outreach efforts at the current Downtown Hub. Kimley-Horn and the City of Murfreesboro Transportation Department staff will set up displays and provide handouts explaining the proposed transit route realignment and/or adjustments and proposed transit shelter locations, as well as answer questions and gather comments on the proposed changes. Kimley-Horn will prepare one (1) draft of the displays and handout materials for review by the City of Murfreesboro Transportation Department staff. Kimley-Horn will prepare one (1) final version of the meeting materials based on review / comments provided by the City of Murfreesboro Transportation Department staff. Members of the public and transit riders will be encouraged to complete an online survey and/or comment cards and leave their names and email addresses so that they can be invited to review online information about the project. Up to four (4) Kimley-Horn staff are anticipated to participate in this in-person outreach.

Deliverables:

- Proposed Transit Route and Shelter Public Outreach Materials
    - Presentation, boards, handouts, online survey, comment cards and other materials

Task 2.3: Public and Stakeholder Outreach Summary

After the Downtown Hub Outreach event, Kimley-Horn will provide a formal written summary of the stakeholder input and public comments. Kimley-Horn and the City of Murfreesboro Transportation Department staff will conduct a meeting, or virtual meeting, to discuss whether changes to the proposed transit routes and transit shelter locations are required as a result of the stakeholder input and public comments and, if so, what changes should be made, after which Kimley-Horn will record how each comment was considered or addressed in refining the recommendations.

Deliverables:

- Draft/Final Public Outreach Summary (one (1) electronic copy via email)

Task 3: Planning and Research to Identify Route Realignments

Once completed and operational, the new multimodal transit facility will replace the current Downtown Hub and will become the location where a majority of the existing Murfreesboro Transit routes connect. Kimley-Horn will undertake an analysis to determine if the relocation will require route realignment or adjustments to the existing six (6) Murfreesboro Transit routes in order to maintain their schedule while also serving the new transit facility. Kimley-Horn will also conduct a needs assessment of up to three (3) potential additional routes.

Task 3.1: Transit Route Realignment and/or Adjustment Evaluation

Kimley-Horn will evaluate the existing six (6) Murfreesboro Transit routes to identify route realignment and/or adjustments needed to maintain effective and efficient service and connect the existing routes to the new multimodal transit facility. The intent of this evaluation will be to maintain as much of the existing routes as possible. This analysis will use existing operational and ridership data supplied by the City of Murfreesboro and will not involve the collection of new operational and/or ridership data by Kimley-Horn.

Initial route realignment and/or adjustments will be discussed and evaluated with the City of Murfreesboro Transportation Department staff during Task 1.2 and 1.3. The proposed route realignment

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and/or adjustments will be discussed and evaluated with the City of Murfreesboro Transportation Department staff during Task 1.3, prior to being presented to the public during Task 2.2. The final route realignment and/or adjustments, based on the input received during Task 2 will be presented to the City of Murfreesboro Transportation Department staff during Task 1.4.

Task 3.2: Needs Assessment of Additional Routes

Kimley-Horn will conduct a needs assessment of up to three (3) potential additional routes including a Core City Flex route and a New Salem Road route as part of the evaluation of the existing six (6) Murfreesboro Transit routes. To identify potential new route alignments and connections, Kimley-Horn will:

- Conduct a site visit and ride each of the six (6) existing Murfreesboro Transit routes;
- Conduct interviews with up to three (3) Murfreesboro Transit drivers;
- Identify major travel nodes and activity centers within the Murfreesboro Transit service area that are currently not being served by one of the existing six (6) Murfreesboro Transit routes. This analysis will include the identification of major commercial and employment areas, health care facilities, etc.;
- Perform an analysis of U.S. Census Commuting (Journey to Work) data to identify travel patterns for travelers in the Murfreesboro Transit service area;
- Develop demographic information for the Murfreesboro Transit service area based on U.S. Census and American Community Survey data (most recent five-year dataset);
- Compare existing route alignments to the locations and concentrations of groups of potential transit users (i.e., low-income, disabled and elderly populations, and zero-or-one car households); and
- Document existing local and projected regional development patterns, information on future development, and likely changes to land use and development patterns over the next ten years using data provided by the City of Murfreesboro.

Based on this information, Kimley-Horn will develop an initial map and narrative summary of up to three (3) potential additional routes to serve major travel nodes, activity centers, and nodes of interest to various major ridership groups (students, seniors, work-trips, etc.) that are not currently being served by the existing six (6) Murfreesboro Transit routes.

Up to three (3) potential additional routes will be discussed and evaluated with the City of Murfreesboro Transportation Department staff during Task 1.2 and 1.3. The potential additional routes (if identified) will be discussed and evaluated with the City of Murfreesboro Transportation Department staff during Task 1.3, prior to being presented to the public during Task 2.2. Based on the public comments received during Task 2.2, the final additional routes (if identified) will be presented to the City of Murfreesboro Transportation Department staff during Task 1.4.

Task 3.3: Transit Route Realignment and/or Adjustment Recommendations

Kimley-Horn will prepare a memorandum based on discussions from Tasks 1 and 2. The memorandum will outline the recommended route realignment and/or adjustments to maintain effective and efficient service and connect the existing six (6) Murfreesboro Transit routes to the new multimodal transit facility, as well as recommendations for any additional routes (if identified).

Deliverables:

- Draft/Final Memorandum on Route Realignment and/or Adjustment Recommendations (one (1) electronic copy via email)

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- Map of Proposed/Final Route Realignment and/or Adjustment Recommendations (GIS shapefiles and one (1) electronic copy via email)

Task 4: Planning and Research to Identify Potential Shelter Locations

Task 4.1: Transit Shelter Location Evaluation

Kimley-Horn will prepare a proposed transit shelter map based on discussions from Tasks 1 and 2. Kimley-Horn will use this data to create a graphical map identifying the recommended transit shelter locations. Kimley-Horn will rely on input from the City of Murfreesboro Transportation Department staff and available GIS data to make recommendations for bus shelter locations. Items to be considered during transit shelter locations will consist of:

- Information and data provided by the City of Murfreesboro Transportation Department
- Proximity to attractions (retail, commercial, recreational uses, etc.)
- Proximity to residential areas
- Proximity to office buildings
- Available right-of-way (based on available GIS data)
- Site visit performed by Kimley-Horn staff

Task 4.2: Transit Shelter Location Recommendations

Kimley-Horn will prepare a memorandum based on discussions from Tasks 1 and 2. Kimley-Horn will rely on input from this meeting to perform transit shelter style and amenity research. Kimley-Horn will provide up to three (3) transit shelter facility recommendations and will prepare a rough order of magnitude cost (ROM) estimation, as well as a GIS map of the recommended transit shelter locations.

It is understood the City of Murfreesboro would prefer bus shelter locations in close proximity to existing utility poles to provide electricity for lighting.

Deliverables:

- Draft/Final Memorandum on Transit Shelter Facility Recommendations (one (1) electronic copy via email)
- Map of Proposed/Final Transit Shelter Locations (GIS shapefiles and one (1) electronic copy via email)

Task 5: Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional meetings / conference calls outside of those referenced in this Exhibit
- Public Presentation(s)
- Design Phase Services
- Construction Phase Services
- Others as requested by the Client

The specific scope of these tasks will be defined if the City of Murfreesboro Transportation Department elects to move forward with any Additional Services.

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Phase II

At the conclusion of Phase I, Kimley-Horn will prepare a scope of services and fee proposal for Phase II activities. A more detailed summary of Phase II activities will be developed, but in general Phase II activities are anticipated to consist of:

Task 6: Data Collection Services
Kimley-Horn, through a subconsultant, will collect base mapping and survey data necessary for the development of the design plan sheets for the transit shelter locations identified in Task 4 (Phase I).

Task 7: NEPA Documentation/FTA Coordination
Kimley-Horn will gather environmental data, conduct site visits, prepare maps, and photographic documentation to support the completion of the FTA Region 4 Categorical Exclusion (CE) Worksheet for the transit shelter locations identified in Task 4 (Phase I).

Task 8: Design Phase Services
Kimley-Horn will prepare construction plans and related documents for the transit shelter locations identified in Task 4 (Phase I).

Task 9: Submittals and Permitting Services
Kimley-Horn will compile the Construction Plans, Engineer's Opinion of Probable Construction Cost and Technical Specifications for the transit shelter locations identified in Task 4 (Phase I).

Task 10: Limited Construction Phase Services
Kimley-Horn will provide limited construction phase services for the City of Murfreesboro for the transit shelter locations identified in Task 4 (Phase I).

Schedule

Given a notice to proceed and contract execution, the ENGINEER is prepared to provide these services based upon a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-4 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 – Project Coordination Services	$18,090.00
Task 2 – Public and Stakeholder Outreach	$15,595.00
Task 3 – Planning and Research to Identify Route Realignments	$40,937.00
Task 4 – Planning and Research to Identify Potential Shelter Locations	$28,597.00
Maximum Labor Fee	**$103,219.00**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project

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related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services described in Task 5 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 5 will not be performed without written authorization by the OWNER.

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EXHIBIT B

DISPUTE RESOLUTION

7.6.1 In the event a dispute arises between OWNER and ENGINEER relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.

7.6.2 OWNER and ENGINEER will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.

7.6.3 If negotiations are not successful, OWNER and ENGINEER will submit their dispute to a mutually acceptable mediator for nonbinding mediation.

7.6.4 If mediation is not successful, OWNER and ENGINEER will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction.

7.6.5 If a dispute is resolved through the procedure of paragraph 7.6.4, the prevailing party shall be entitled to recover from the other all court costs.

7.6.6 If the complete resolution of a dispute requires the joiner of a third party that does not agree to follow the procedure set out in paragraph 7.6, such dispute shall not be resolved between OWNER and ENGINEEER in accordance with said paragraph. However, this paragraph 7.6.6 shall have no application unless formal written notice of objection is given by the party wishing to utilize this subsection to avoid the procedure set forth in paragraph 7.6 within 30 days of formal notice of the dispute invoking paragraph 7.6.

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EXHIBIT C

FEDERAL AND TDOT REQUIRED CLAUSES

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FEDERAL AND TDOT REQUIRED CLAUSES

This Document is incorporated as part of the Agreement between the City of Murfreesboro and Kimley-Horn and Associates, Inc, to the extent applicable to the scope of services provided by Kimley-Horn as part of the Project referenced above. The City of Murfreesboro's purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various Federal laws, executive orders, and regulations, by Office of Management and Budge Circular A-102, Executive Order 12612, Federalism and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements". These require, among other things, that purchases (including purchases for fixed assets, materials and supplies, construction, and/or services) utilizing federal grant funds be made according to approved plans and specifications, including the Federal and State clauses set forth below:

1. **Public Accountability**. If the "City or Contractor" (Grantee) is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this 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 City 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 Tennessee Department of Transportation (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.

2. **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, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

3. **Records**. The Contractor and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this 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 Contractor's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, 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.

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

The Contractor 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 Contractor 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 Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

4. **Prompt Payment**. All non-TVM contracts with subcontractors if threshold for a DBE program met 49 CFR Part 26.29(a)

The prime contractor shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment City makes to the prime contractor.

5. **Return of Retainage**. All non-TVM contracts with subcontractors if threshold for a DBE program met 49 CFR Part 26.29(b)

The prime contractor shall make prompt and full payment of retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. The City may use one of the following methods to ensure compliance with this requirement:

1. *The City may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.*
2. *The City may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.*
3. *The City may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the City's payment to the prime contractor.*

6. **Notice to FTA and USDOT Disputes, Breaches, Defaults, and Litigation**. Notice to FTA and USDOT Inspector General of information related to fraud, waste, abuse, or other legal matters. 2021 MA §39.(b)

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor is located. The Contractor must include a similar notification in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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1. *The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.*
2. *Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interest in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.*
3. *Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient/Contractor. In this paragraph, "promptly " means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including division tasked with law enforcement or investigatory functions.*

7. **Davis-Bacon Act.** (2 CFR 200 Appendix II (D); 4220.1F.IV.2.i.(5); 2021 MA 16d(4)) Under 49 U.S.C. Section 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Common Grant Rules require third party contracts for construction, alteration, or repair at any contract tier exceeding $2,000 to include provisions requiring compliance with the Davis-Bacon Act, 40 U.S.C. Sections 3141 et seq., and implementing DOL regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," 29 CFR Part 5. The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. The recipient must include a copy of the current prevailing wage determination issued by DOL in each contract solicitation and must condition contract award upon the acceptance of that wage determination. These requirements are in addition to the separate Wage and Hour Requirements addressed in paragraph 2.c(1) of this Chapter IV.

8. **Gratuities and Kickbacks - Copeland Anti-Kickback Act**. (2 CFR 200 Appendix II (D); 4220.1F.IV.2.i.(6); 29 CFR 3.1 and 3.11; 18 USC §874; 40 USC §3145; 2021 MA 16d(4))
   a. Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, 18 U.S.C. Section 874, as amended, and implementing DOL regulations, which prohibits anyone from inducing, by any means, any person employed on construction, prosecution, completion, or repair of a federally assisted building or work, to give up part of his or her compensation to which he or she is otherwise entitled.
   b. Contractor shall comply with Section 2 of that Act, at 40 U.S.C. Section 3145, as amended, and implementing DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29

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CFR Part 3, impose record keeping requirement on all third party contracts for construction, alteration, or repair exceeding $2,000.

c. 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. Contractor warrants that no part of the total 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 City in connection with any work contemplated or performed relative to this Agreement.

9. **Contract Work Hours and Safety Standards Act**. (2 CFR 200 Appendix II (E); 4220.1F.IV.2.i.(7); 40 USC 3701 – 3708; 2021 MA 16d(5); 2021 MA 24(a))

a. Wages based on 40 hour standard work week
b. Pay at 1.5 times standard rate for hours over 40
c. No unsanitary, hazardous, or dangerous conditions
d. Does not apply to supplies, materials, articles available on the open market.

The Common Grant Rules require provisions to ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3704, and its implementing DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926. Notably, Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701 (b)(3)(A)(iii), increased the threshold for construction safety protections to $100,000 from $2,000 as set forth in the Common Grant Rules, so that a federally assisted construction contract must exceed $100,000 before these construction safety requirements apply to that contract.

10. **Debarment and Suspension**.

a. The City certifies, to the best of its knowledge and believe, that the Selected Contractor:
   - **i.** is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
   - **ii.** has not within a three (3) year period preceding this 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;
   - **iii.** is 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

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iv. has 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.

b. The City will 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, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.

c. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by an Federal department or agency to be:
   i. Debarred from participation in any federally assisted Award;
   ii. Suspended from participation in any federally assisted Award;
   iii. Proposed for debarment from participation in any federally assisted Award;
   iv. Declared ineligible to participate in any federally assisted Award;
   v. Voluntarily excluded from participation in any federally assisted Award; or
   vi. Disqualified from participation in any federally assisted Award.
   vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. **Lobbying Certification.** (4220.1F.IV.2.a.(4); 49 CFR Part 20)

a. Contractors that apply or bid for an award exceeding $100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, "New Restrictions on Lobbying" 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd "Anti-Lobbying" Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

b. The Contractor certifies, to the best of its knowledge and belief, that:
   i. 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 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.

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ii. 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 Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Contractor 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.

12. **Standard Form LLL and Quarterly Updates (when required)**. 49 CFR Part 20

13. **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. Contractor warrants that no part of the total 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 City in connection with any work contemplated or performed relative to this Agreement.

14. **Disadvantage Business Enterprise (DBE) – (49 CFR Part 26)**

a. **Policy.** It is the policy of the Department of Transportation that disadvantage business enterprises, as defined in 49 CFR part 26, shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under the Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the awarded Agreement.

b. **DBE Obligation.** The City and its contractors agree to ensure that disadvantage business enterprises as defined in 49 CFR Part 26 have the equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the awarded Agreement. In this regard, the City and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts assisted by the Department of Transportation.

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15. **Access to Records**

a. Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the awarded Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. Contractor shall maintain all books, records, accounts and reports required under the Contract for a period of not less than three years after the date of termination or expiration of the awarded contract, except in the event of litigation or settlement of claims arising from the performance of the awarded Contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

16. **Federal Funding, Incorporation of Federal Transit Administration (FTA) Terms, and Federal Changes.**

a. The awarded Agreement includes, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (including any changes, revisions or successor circulars) is automatically hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the awarded Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

b. This Agreement is subject to a financial assistance agreement between the City and the Federal Transit Administration of the US Department of Transportation, and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to the awarded Agreement and are incorporated by reference as if fully set forth herein.

c. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement collectively "Federal Requirements". These Federal Requirements may change, and the changed Federal Requirements will apply to this Agreement as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of the awarded Contract.

17. **Energy Conservation Requirements** – Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42USC §6321 et seq.

18. **Civil Rights Requirements.**

a. **Nondiscrimination.**

i. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, and Federal transit law

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at 49 USC §5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. 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.

ii. Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

1. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
2. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
3. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

b. **Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Contract. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be

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limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.

19. **No government obligation to third parties.** The City and Contractor acknowledge and agree that, notwithstanding any concurrence Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the awarded Agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the awarded Contract. Contractor shall include this Clause in each subcontract and shall not modify the Clause, except to identify the subcontractor who will be subject to its provisions.

20. **Program fraud and false or fraudulent statements or related acts.**

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, shall apply to actions pertaining to the awarded Contract. Upon execution of the awarded Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the awarded Agreement or the FTA assisted project for which the awarded Agreement work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

b. Contractor also acknowledges that this Agreement is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

21. **Seismic Safety.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under the awarded contract, including work performed by a

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subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title:	Barracuda Data Back-up System Annual Support
Department:	Water Resources
Presented by:	Valerie Smith

Requested Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider data back-up software annual support through CDW-Government.

Staff Recommendation

Approve payment of annual support. The Water Resources Board recommended approval of this matter at the October 28, 2025 meeting.

Background Information

Since 2014 MWRD has used Barracuda hardware and software for on premises and cloud data back-ups. We back up all our primary software (Customer Information System, Meter Reading, GIS), including 55 servers (both physical and virtual) and 40+ terabytes of data.

Council Priorities Served

Responsible budgeting

Proper onsite and offsite storage of Department electronic data increases efficiency and reduces downtime in the event of data loss, thereby ensuring reduced disruption of operations.

Fiscal Impact

The cost of $50,928 will be funded from the Department's FY26/FY27 software support budget.

Attachments

CDW-Government Agreement

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AGREEMENT BETWEEN
CITY OF
MURFREESBORO AND
CDW-G FOR
BARRACUDA BACKUP

This Agreement (the "Agreement") is entered into this _____day of _____, 2025 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **CDW Government, LLC**, an Illinois limited liability company, (hereafter referred to as "Contractor" or "CDW-G"). City and Contractor are collectively referred to in this Agreement as the "Parties" and individually as a "Party".

This contract consists of the following documents:

- ***Omnia Contract #2024056-01 between Omnia Partners (formerly National IPA Technology Solutions) and CDW Government LLC (the "Omnia Contract")***
- ***Contractor's Quote #PPXK450 dated September 25, 2025 (Exhibit A); and***
- ***This Agreement***

Order of Precedence. In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. ***Any properly executed amendment or change order to this Agreement (most recent with first priority);***
2. ***This Agreement;***
3. ***The Omnia Contract; and***
4. ***Contractor's Quote #PPXK450 dated September 25, 2025 (Exhibit A)***

Other than the items specifically contemplated herein, the balance of the terms of sale shall be consistent with the Omnia Contract.

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

1. **Scope of Agreement.** This Agreement contains the entire Agreement for all purchases madeunder Quote #PPXK450.

2. **Term**. The term of this contract shall be from the Effective Date as noted above to July 1, 2028, as stated in the Omnia Contract. Should the termination date of the Omnia Contract be extended beyond July 1, 2028, the Agreement shall also be extended coterminous.

3. **Payment.**

   a. **Price.** The price for the goods and other items to be provided under the initial purchase under this Agreement are set forth in Contractor's Quote #PPXK450 dated September 25, 2025, which reflects and an annual service price of $50,928.00 for one (1) year. Any compensation due Contractor under this agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents.

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b. **Delivery**. Deliveries of all items shall be to 300 NW Broad, Murfreesboro, TN 37130. Contact Person Jeff Broach, Murfreesboro Water Resources, (tel. 615-890-0862 ext 3011; email jbroach@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday through Friday. Deliveries of all items shall be made as stated in Contractor's Quote #MXPH768.

c. **Acceptance**. 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. Such inspection shall take place within ten (10) days. 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 Quote #PPXK450 dated September 25, 2025. Subject to the requirements of this Agreement, City may return items within twenty (20) days of the invoice date. Contractor reserves the right to charge City a restocking fee for any items returned where there is no proof that items do not meet specifications. No returns will be accepted after the twenty (20) day period has expired.

d. **Purchase Order**. All deliveries made pursuant to the Agreement 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 purchase price.

e. **Applicable Taxes.** City is exempt from State sales tax and will issue a tax exemption certificate to 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.

f. **Warranty**. For warranties supplied by the manufacturer and/or another third party, Contractor will sign all necessary documents and take all commercially reasonable actions to assist city in ensuring that such warranties are transferred and inure to the benefit of the City.

4. **No Waiver of Limitations Periods.** The parties shall have and maintain any applicable limitation period provided by state law in which to provide a notice, present a claim, or initiate an action in a court of competent jurisdiction. To the extent any other provision in the documents forming this Agreement provides a shorter limitation period, the City disclaims such provision, and Contractor acknowledges such disclaimer.

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

6. **City Data.** City is responsible for securing a full data backup 24 hours (or such other amount of time as agreed on by the parties and/or a third party provider) before Work is to commence on an existing system for scheduled maintenance or systemmodification.

Docusign Envelope ID: 42143BC0-EBD4-446B-A2AF-78183B075101

7. General Provisions.

a. **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.

b. **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.

c. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, and (ii) supersedes all proposals, oral or written, all conflicting provisions within the Omnia Contract, and all other communications between the parties relating to the subject of this Agreement.

d. **Governing Law and Venue.**
   i. 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.
   ii. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.

Docusign Envelope ID: 42143BC0-EBD4-446B-A2AF-78183B075101

iii. For purposes of integration and consistency with the Omnia Contract, all references to Arizona state law or City of Mesa local law shall be deemed references to Tennessee state law and City of Murfreesboro local law, respectively. Specifically (and without limitation of the foregoing), references in the Omnia Contract at Exhibit C, Sections 12 and 13, to Arizona public records laws shall be deemed references to the Tennessee Public Records Act, Tenn. Code Ann. Title 10, Chapter 7.

e. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretiveeffect.

f. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Contractor CDW-G LLC
ATTN: Griffin Curcio
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

or

Email: grifcur@cdwg.com

City of Murfreesboro
ATTN: City Manager
111 West Vine Street
Murfreesboro, TN 37130

or

Email: dgore@murfreesborotn.gov with copy to jbroach@murfreesbortn.gov

g. **Dispute Resolution**. City and Contractor will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential to the extent allowable under applicable law. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

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

[Signatures appear on the next page.]

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

Docusign Envelope ID: 42143BC0-EBD4-446B-A2AF-78183B075101

City of Murfreesboro, Tennessee

By: Shane McFarland, Mayor

Approved as to form:

Signed by:
Adam F Tucker
43A2035E51F9401...

Adam F. Tucker, City Attorney

CDW Government LLC

By: Brian Fisher, Director, Program Management

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JEFF BROACH,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PPXK450	9/25/2025	DEC BARRACUDA RNWL 1YR	1702669	$50,928.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Barracuda Backup Server Unlimited Cloud Storage - subscription license (1 m Mfg. Part#: BBS991A-B UNSPSC: 43233415 Electronic distribution - NO MEDIA 12/06/2025-12/05/2026 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	12	5754869	$2,349.00	$28,188.00
Barracuda Energize Updates - virus definitions update - 1 month Mfg. Part#: BBS991A-E UNSPSC: 81111811 Electronic distribution - NO MEDIA 12/06/2025-12/05/2026 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	12	5754721	$797.00	$9,564.00
Barracuda Instant Replacement - extended service agreement - 1 month - ship Mfg. Part#: BBS991A-H UNSPSC: 81111811 Electronic distribution - NO MEDIA 12/06/2025-12/05/2026 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	12	5754722	$1,098.00	$13,176.00

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	$50,928.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$50,928.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: MURFREESBORO WATER & SEWER DEPT ACCOUNTS PAYABL PO BOX 1477 MURFREESBORO, TN 37133-1477 **Phone:** (615) 848-3200 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** MURFREESBORO WATER DEPT BRIAN POLLOCK 300 NW BRD ST MURFREESBORO, TN 37130 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Karina Steitz | 800.808.4239 | karina.steitz@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Mandatory Referral for Abandonment of a Portion of a Drainage and Detention Easement Along Captain Joe Fulghum Drive

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow abandonment of a portion of a drainage and detention easement located on property east of Captain Joe Fulghum Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its November 19, 2025 regular meeting.

Background Information

In this mandatory referral [2025-716], Council is being asked to consider abandoning a portion of a drainage and detention easement. The easement in question is situated on a vacant lot in the Samsonite Development subdivision located along the east side of Captain Joe Fulghum Drive. The industrial business located directly to the north has approved plans to expand. As a function of its expansion, it is seeking to acquire the portion of the vacant lot where the easement is located. A plat has been submitted for approval to resubdivide the two lots in order to accomplish this. However, since the portion of the vacant lot that it wishes to acquire also contains a drainage and detention easement, the easement must be abandoned in order for the adjacent business to move forward with its expansion plans.

The City Engineer has reviewed the request and concurs that the portion of the easement in question contains no drainage facilities and that it is surplus. She does not object to the approval of this request.

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

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

3) The applicant will be responsible for recording the legal instrument(s) and for paying any recording fees.

Council Priorities Served

Establish Strong City Brand

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

Improve Economic Development

The abandonment of this easement will help to facilitate an expansion project at an existing industrial business.

Attachments:

1. Staff comments from 11/19/2025 Planning Commission meeting
2. Letter and exhibits from applicant

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 19, 2025
PROJECT PLANNER: STEPHEN ANTHONY

9. a. Mandatory Referral [2025-716] to consider the abandonment of a drainage and detention easement on property located along Captain Joe Fulghum Drive, Michael Hazlett applicant.



In this mandatory referral, the Planning Commission is being asked to consider the abandonment of a drainage easement and detention easement for Michael Hazlett on Lot 9, Swanson Development Subdivision on Captain Joe Fulghum Drive. City Engineering Department determined that the easement appears to be in excess and has no facilities within it. Based on the drainage calculations prepared by Huddleston-Steele Engineering, Inc stamped by Joe Manly Thweatt on 10-31-25, the easement is not required for detention.

An exhibit showing the location of the proposed easement abandonment is included in the agenda materials as is a letter from Michael Hazlett and Huddleston-Steele Engineering.

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

1. The applicant shall provide legal descriptions and exhibits necessary for the City to draft the necessary legal instrument(s). In addition, the legal document should be subject to the final approval of the legal instrument(s) by the City Attorney.
2. The applicant will be responsible for recording the legal instrument(s), as well as the payment of the recording fee.

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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: TM 102, Par. 18.08 Address (if applicable): behind 826 Captain Joe Fulghum Dr.

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

Type of Mandatory Referral: Drainage Easement and Detention Area

Applicant Information:

Name of Applicant: Michael Hazlett

Company Name (if applicable): Metal Max (B&T, LLC)

Street Address or PO Box: P.O. Box 331973

City: Murfreesboro

State: TN Zip Code: 37133

Email Address: [redacted]

Phone Number: 615-300-2594

Required Attachments:

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

Applicant Signature

10-3-25

Date

B&T LLC
PO Box 331973
Murfreesboro, TN 37133

October 3, 2025

Re: Mandatory Referral Application

To Whom It May Concern:

We are requesting abandoning a 70' wide portion of the platted Drainage Easement and Detention Area on Lot 9, Swanson Development Subdivision on Cpt Joe Fulghum Drive.

Please let me know if there is any additional information needed or if there are any questions on this request. I can be reached by email at [redacted] or by phone at (615) 300-2594.

Thank you,

Michael Hazlett

Property Description
Lot 9, Samsonite Development Subdivision
Tax Map 102, Part of Parcel 18.08
Plat Book 48, Page 129

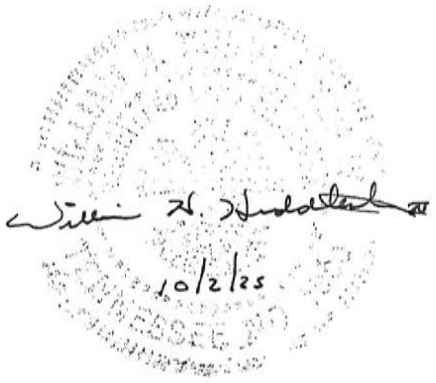
Drainage Easement Abandonment

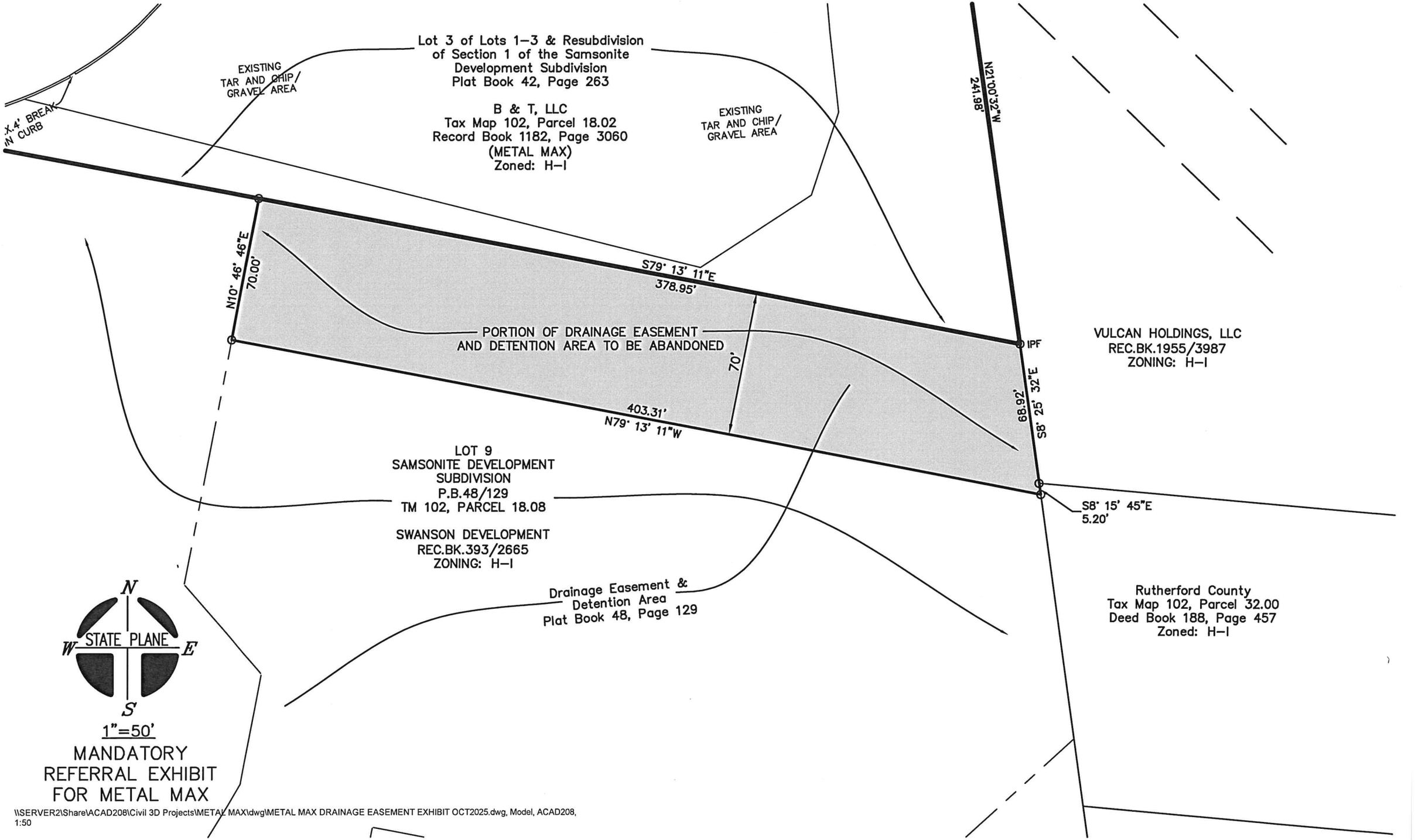
Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north by B&T, LLC (Record Book 1182, Pae 3060); on the east by Vulcan Holdings, LLC (Record Book 1955, Page 3987) and Rutherford County (Deed Book 188, Page 457), and on the south and west by the remaining property of Lot 9, Samsonite Development Subdivision (Plat Book 48, Page 129).

Beginning at an iron pin found in the northeast corner of Lot 9, Samsonite Development Subdivision and the southeast corner of B&T, LLC; thence along a west line of Vulcan Holdings, LLC S08°25'32"E, 68.92 feet to a point; thence continuing along the west line of Rutherford County S08°15'45"E, 5.20 feet to a point; thence along a north line of remaining property of Lot 9, Samsonite Development Subdivision N79°13'11"W, 403.31 feet to a point; thence along an east line of said remaining property N10°46'46"E, 70.00 feet to a point; thence along a south line of B&T, LLC S79°13'11"E, 378.95 feet to the **Point of Beginning**, containing 0.63 acres, more or less.

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

Prepared by:
Huddleston-Steele Engineering, Eng.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129





1"=50'

MANDATORY REFERRAL EXHIBIT FOR METAL MAX

\\SERVER2\Share\ACAD208\Civil 3D Projects\METAL MAX\dwg\METAL MAX DRAINAGE EASEMENT EXHIBIT OCT2025.dwg, Model, ACAD208, 1:50

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: City Council Meeting Minutes

Department: Finance

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

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

Current Minutes

- November 6, 2025 (Public Comment)
- November 6, 2025 (Regular)
- November 13, 2025 (Workshop)

City of Murfreesboro
City Council – Public Comment Special Session

Thursday, November 6, 2025 at 5:30 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in public comment special session at its regular meeting place in the Council Chambers at City Hall at 5:31 p.m. on Thursday, November 6, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, October 28, 2025.

Council Members Present

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

Austin Maxwell was absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Finance Director
Melanie Joy Peterson, City Clerk

Ben Newman, Director of Land Management and Planning
Chad Gehrke, Airport Director
Matthew Blomeley, Assistant Planning Director
Mike Browning, Public Information Officer
Scott Elliott, Manager of Project Development
Trey Duke, Director of Murfreesboro City Schools
Valerie Smith, Water Resources Director
Other City Staff

Public Comment

Mayor McFarland called the meeting to order and stated the special meeting's purpose of was to hear public comments. He indicated one person had registered to speak, reviewed the public comment procedures and invited the speaker to come forward.

The following addressed the Council:

Hermilo Tapia, 1706 Bradyville Pike, Murfreesboro, spoke in opposition of food trucks selling food in the parking lot across the street from his business and taking away business from

his restaurant. He also spoke regarding renting parking space on his property to a towing company.

There being no further business, Mayor McFarland adjourned the meeting at 5:40 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Regular Session

Thursday, November 06, 2025 at 6:00 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, November 6, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, October 28, 2025.

Council Members Present

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

Austin Maxwell was absent and excused from this meeting.

City Staff Attendance

Darren Gore, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Finance Director
Melanie Joy Peterson, City Clerk

Ben Newman, Director of Land Management and Planning
Brad Barbee, Principal Planner
Cary Gensemer, Deputy Chief of Police
Chad Gehrke, Airport Director
Daniel Owens, Finance Director of Murfreesboro City Schools
Greg McKnight, Executive Director of Development Services
Holly Smyth, Principal Planner
Jessica Cline, Community Development Assistant Director
Karen Lampert, Grants Manager
Kevin Jones, Building and Codes Director
Kyle Lingo, Fleet Services Assistant Director
Lee Smith, Deputy Director of Transportation
Lexi Stacey, Project Coordinator
Matt Jarratt, Information Technology Director
Matthew Blomeley, Assistant Planning Director
Mike Browning, Public Information Officer
Rachel Singer, Parks and Recreation Assistant Director
Richard Donovan, Principal Planner
Russell Gossett, Solid Waste Director
Scott Elliott, Manager of Project Development
Trey Duke, Director of Murfreesboro City Schools
Valerie Smith, Water Resources Director

Other City Staff

Prayer and Pledge of Allegiance

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

Salvation Army Ringing of the Bells. Mayor McFarland encouraged the public to contribute to the Salvation Army's bell ringing campaign as those contributions go back into the local community.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Amanda DeRosia, Finance Director, indicated no one had registered to speak.

Ceremonial Items

Recognition – Central Magnet Middle School Cross Country Teams. Mayor McFarland recognized the Central Magnet Middle School Cross Country Teams. The women's team were the Champions of the TSSAA Middle School Sectionals AA (Section 2) meet in Chattanooga and the men's team won 2nd Place at the TSSAA State Championships in Clarksville with 1st place finishes at the following meets: Donna S. Tucker Memorial Middle School Invitational in Lafayette; Mid-State Cross Country Championships in Hermitage; Mid-State Association Mid-Week Meet in Burns; Rutherford County Middle School Championships in Rockvale (both the JV and Varsity team races).

Leadership Rutherford. The Mayor recognized those in attendance from Leadershp Rutherford and thanked them for being at the meeting.

Consent Agenda

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

1. **Affordable Housing Program Legacy Pointe Development (Community Development)**
2. **Wine Sales Certificate of Compliance - JD's Market (Finance)**
3. **Bulk Lubricants Contract (Fleet Services)**
4. **Second Purchase Agreement with Priority Dispatch Corporation (Police)**
5. **Amendment 1 to the Agreement with Griggs and Maloney (Project Development)**
6. **Amendment Number 2 to Barge Design Work Authorization (Project Development)**
7. **Veterans Park Contingency Allowance Allocation PCCO 1 (Project Development)**

8. **Mandatory Referral for the Abandonment and Relocation of a Sanitary Sewer Easement Located Along Cherry Lane (Planning)**
9. **Amendment 1 to TripSpark Agreement (Transportation)**
10. **Asphalt Purchases Report (Water Resources)**
11. **Cleaning Services Contract (Water Resources)**
12. **Isolation Valve Replacement Project Change Order No. 1 (Water Resources)**
13. **SSR Task Order Amendment No. 1 WTP Isolation Valve Replacement Project (Water Resources)**

Councilman Wade made a motion to approve the Consent Agenda. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Minutes

14. City Council Meeting Minutes (Finance). Amanda DeRosia, Finance Director, presented a Council Communication on behalf of Erin Tucker, City Recorder/ Chief Financial Officer, requesting approval of City Council meeting minutes for the following meetings. Meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

Current Minutes
September 11, 2025 (Workshop)
October 2, 2025 (Public Comments)
October 2, 2025 (Regular Meeting)
October 15, 2025 (Joint Workshop with Planning Commission)
October 23, 2025 (Regular Meeting)

Historical Minutes
May 19, 2016 (Special Session)
March 8, 2018 (Public Comment)

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

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

Nay: None

Old Business

15. Ordinance 25-O-33 Amending City Code Chapter 15, Gas (2nd and Final Reading) (Building & Codes) Kevin Jones, Director of Building and Codes, presented a Council Communication to amend the City Code regarding dissolving the Board of Gas Examiners and

updating gas license requirements. The ordinance titled, "ORDINANCE 25-O-33 amending the Murfreesboro City Code, Chapter 15, Gas, abolishing the Board of Gas Examiners and revising gas contractor licensure requirements" which passed its first reading on October 23, 2025, was offered for passage on second and final reading.

Councilwoman Averwater made a motion to approve Ordinance 25-O-33 on second and final reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

New Business

Resolution

16. Resolution 25-R-30 Schools FY2026 Budget 3rd Amendment (Schools). Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication requesting Council amend the FY2026 Schools Budget. The resolution titled, "RESOLUTION 25-R-30 amending the Fiscal Year 2026 (hereafter "FY2026") Murfreesboro City Schools Budget (3rd Amendment)" was offered for passage on its first and only reading.

Councilwoman Averwater made a motion to approve Resolution 25-R-30. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

17. Resolution 25-R-32 Tennessee Violent Crime Intervention Fund (VCIF) Zip Code Grant (Police). Karen Lampert, Grants Manager, presented a Council Communication requesting Council authorize the Murfreesboro Police Department to apply for the Tennessee Violent Crime Intervention Fund (VCIF) Zip Code Grant. The resolution titled, "RESOLUTION 25-R-32 authorizing application for the Tennessee Violent Crime Intervention Fund (VCIF) Zip Code Grant " was offered for passage on its first and only reading.

Councilman Wade made a motion to approve Resolution 25-R-32. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Land Use Matters

18. Plan of Services, Annexation and Zoning from property along Old Salem Road (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding a Plan of Services and Annexation for approximately 22.5 acres located along Veterans Parkway and Old Salem Road (Tax Map 115, Parcel 026.00 (19.19 acres), Tax Map 115, Parcel 035.00 (0.97 acres), Tax Map 115, Parcel 035.01 (0.42 acres), Tax Map 115, Parcel 035.02 (0.38 acres), Veterans Parkway right-of-way (approx. 0.87 acres), Old Salem Road right-of-way (approx. 0.61 acres), and to zone approximately 19.26 acres as Planned Residential Development (PRD) District (Robinson Bend PRD), simultaneous with annexation.

Planning Commission held a public hearing on September 3, 2025, and recommended approval. The City Manager approved scheduling a City Council public hearing for November 6, 2025, with notice published October 14, 2025 in the *Murfreesboro Post*.

Vice Mayor Shacklett inquired about a traffic impact study and how the annexation will impact the area in light of other developments that have also been proposed. Mr. Blomeley stated that City staff takes each request to their public infrastructure team in the initial stages of an application. Darren Gore and Lee Smith explained the process by which requests are reviewed from a traffic impact standpoint.

18a. Public Hearing: Plan of Services and Annexation for 22.5 acres. Mayor McFarland opened the public hearing, regarding the plan of services and annexation. He provided instructions for those wishing to speak and invited public comments. Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

18b. Resolution 25-R-PSA-34 Plan of Services and Annexation. The resolution titled, "RESOLUTION 25-R-PSA-34 to adopt a Plan of Services for and to annex approximately 22.5 acres

located along Veterans Parkway and Old Salem Road (Tax Map 115, Parcel 026.00 (19.19 acres), Tax Map 115, Parcel 035.00 (0.97 acres), Tax Map 115, Parcel 035.01 (0.42 acres), Tax Map 115, Parcel 035.02 (0.38 acres), Veterans Parkway right-of-way (approx. 0.87 acres), Old Salem Road right-of-way (approx. 0.61 acres)), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Randal and Debra Robinson and the City of Murfreesboro, applicants [2025-504]" was offered for passage on its first and only reading.

Vice Mayor Shacklett made a motion to defer consideration of the annexation and plan of services, Resolution 25-R-PSA-34, so that additional traffic impact studies could be completed prior to consideration to evaluate collective impact of several development projects proposed in the area.

Councilman Wade requested the applicant's representative, Matt Taylor, be allowed to present prior to proceeding with the motion. Councilwoman Averwater indicated that she believed the project had been studied and was in support of it. Discussion ensued.

Mayor McFarland requested a second on Vice Mayor Shacklett's motion and then Matt Taylor of Site Engineering Consultants (SEC) be allowed to present. Councilwoman Scales Harris seconded Vice Mayor Shacklett's motion to defer, as she wanted to hear from Mr. Taylor. Mr. Taylor responded to Vice Mayor Shacklett's comments.

Following additional discussion, the motion to defer Resolution 25-R-PSA-34 failed by the following vote:

Aye: Bill Shacklett

Nay: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Shane McFarland

Councilman Wright made a motion to approve Resolution 25-R-PSA-34 on first and only reading. Councilman Wade seconded the motion. Upon roll call, the motion passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Shane McFarland

Nay: Bill Shacklett

Matthew Blomeley presented information regarding zoning the proposed area to PRD, simultaneous with annexation. Brian Grover of Site Engineering Consultants (SEC) presented a PowerPoint presentation reviewing the zoning request.

18c. Public Hearing: Zone 19.26 acres simultaneous with annexation. Mayor McFarland opened the public hearing regarding the proposed zoning to PRD simultaneous with annexation. Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

18d. Ordinance 25-OZ-34 (1st Reading). The ordinance titled, "ORDINANCE 25-OZ-34 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 19.26 acres located along Old Salem Road to be zoned Planned Residential Development (PRD) District (Robinson Bend PRD), simultaneous with annexation; Summit Development, LLC, applicant [2025-415]" was offered for passage on first reading. Discussion ensued regarding access points.

Councilwoman Averwater made a motion to approve Ordinance 25-OZ-34 on first reading. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

19. Rezoning of Property Located Along Bill Smith Drive. (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 7.46 acres located along Bill Smith Drive from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District (Toyota of Murfreesboro PCD) and Gateway Design Overlay One (GDO-1) District.

Planning Commission held a public hearing on September 3, 2025, and recommended approval. The City Manager approved scheduling a City Council public hearing for November 6, 2025, with notice published October 14, 2025 in the *Murfreesboro Post*.

Brian Grover of Site Engineering Consultants (SEC) presented a PowerPoint presentation reviewing the rezoning request.

19a. Public Hearing: Rezone 7.46 acres. Mayor McFarland opened the public hearing, regarding the rezoning. Despite sufficient time for input, no additional attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

19b. Ordinance 25-OZ-35 (1st Reading). The ordinance titled, "ORDINANCE 25-OZ-35 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 7.46 acres located along Bill Smith Drive from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District (Toyota of Murfreesboro PCD) and Gateway Design Overlay One (GDO-1) District; TT of T Murfreesboro, Inc., applicant, [2025-416]" was offered for passage on its first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 25-OZ-35 on first reading. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

20. Rezoning Property Along East Kingwood Drive (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 0.4 acres along East Kingwood Drive, from Residential Multi-Family Sixteen (RM-16) District to Commercial Highway (CH) District.

Planning Commission held a public hearing on September 3, 2025, and recommended approval. The City Manager approved scheduling a City Council public hearing for November 6, 2025, with notice published October 14, 2025 in the *Murfreesboro Post*.

20a. Public Hearing: Rezone 0.4 acres. Mayor McFarland opened the public hearing, regarding the rezoning. Despite sufficient time for input, no additional attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

20b. Ordinance 25-OZ-36 (1st Reading). The ordinance titled, "ORDINANCE 25-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.4 acres located along East Kingwood Drive from Residential Multi-Family Sixteen (RM-16) District to Commercial Highway (CH) District; Abundant Life Christian Academy, applicant, [2025-417]" was offered for passage on its first reading.

Councilman Wright made a motion to approve Ordinance 25-OZ-36 on first reading. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

On Motion

21. Acceptance of Tennessee State Museum Grant (Parks and Recreation). Rachel Singer, Assistant Director of Parks and Recreation, presented a Council Communication and documents requesting acceptance of the Tennessee State Museum Capital Maintenance and Improvements Grant for Bradley Academy Museum and Cultural Center (Bradley Museum) in the amount of $100,000. Grant funding, in combination with designated Capital Improvement Project funds, will cover the entire repair costs, estimated by Johnson and Bailey Architects.

Councilman Wade made a motion to approve acceptance of the Tennessee State Mesum Capital Maintenance and Improvements Grant for Bradley Academy Museum and Cultural Center. Councilwoman Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

22. Purchase of Two Replacement Arms for Automated Garbage Trucks (Solid Waste). Russell Gossett, Solid Waste Director, presented a Council Communication and documents requesting purchase of two replacement arms for automated garbage trucks and a contract with

Municipal Equipment, Inc. and requested Council approve the contract in the amount of $114,134.00, budgeted in the FY25 operations budget.

Councilwoman Scales Harris made a motion to approve the purchase and contract. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

23. Airport Sign Construction Contract (Airport). Chad Gehrke, Airport Director, presented a Council Communication and documents requesting approval of a contract with Rice Construction to construct a sign for the Murfreesboro Municipal Airport in the amount of $79,900, to be funded from the Airport Fund.

Councilman Wade made a motion to approve the sign construction contract with Rice Construction. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

24. Murfreesboro Transit Center Final Change Order (Project Development). Scott Elliott, Manager of Project Development, presented a Council Communication and documents requesting approval of the final change order for the Murfreesboro Transit Center with Rock City Construction Company, LLC (Bulley & Andrews Rock City, LLC). This results in a $531,777 reduction to the original contracted price: resulting in a final contract price of $17,314,065.

Vice Mayor Shacklett made a motion to approve the final change order with Rock City Construction Company, LLC (Bulley & Andrews Rock City, LLC). Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

25. Amendment 3 to the Annual Traffic Signal Maintenance and Electrical Contract (Transportation). Lee Smith, Deputy Transportation Director/ City Traffic Engineer, presented a Council Communication and documents requesting approval of Amendment 3 to the Traffic Signal and Electrical Maintenance Contract with S&W Electrical Contractors, Inc. (aka S&W Contracting Company, LLC) to extend the term for an additional year through December 31, 2026, at current prices.

Councilwoman Scales Harris made a motion to approve Amendment 3 of the Traffic Signal and Electrical Maintenance Contract with S&W Electrical Contractors, Inc. (aka S&W Contracting Company, LLC). Councilwoman Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

26. **Dell VxRail Servers Contract (Water Resources).** Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting approval of a contract with Waypoint Business Solutions, LLC to replace Water Resources' primary hardware/software servers with eight Dell VxRail VE-660 servers, a high-performance computing system designed to support the department's IT needs. The expense of $703,305 is included in the department's current capital budget.

Councilwoman Scales Harris made a motion to approve the purchase and contract with Waypoint Business Solutions, LLC. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

27. Thompson Lane Widening Revised Easement Offers (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting approval of five counter offers for easement acquisition for the Thompson Lane widening project for the following properties: 819 W. Thompson Lane, 304-314 E. Thompson

Lane, 324 W. Thompson Lane, 254 W. Thompson Lane and 3343 Memorial Blvd. The counter offers are $35,738 over the original offers, bringing the total easement acquisition costs to $919,471. Easement purchases will be funded from the department's Working Capital Reserves.

Councilwoman Averwater made a motion to approve the five counter offers. Councilwoman Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

28. Second Extension to the Annual Pavement Marking Contract with Pope Striping Corp. and Volunteer Paving (Engineering). Lexi Stacey, Project Coordinator, presented a Council Communication requesting approval of the Second Extension to the Annual Pavement Marking Contracts with Pope Striping Corp. and Volunteer Paving, LLC, extending both contracts through January 1, 2027. The original contracts were approved on February 20, 2024. The extension with Pope Striping Corp. includes a 2.6% price increase, and the extension with Volunteer Paving, LLC includes a 3.0% price increase.

Councilwoman Scales Harris made a motion to approve the Second Extension to the Annual Pavement Marking Contract with Pope Striping Corp. and the Second Extension to the Annual Pavement Marking Contract with Volunteer Paving. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

29. **Construction Contract Award for Dr. Martin Luther King Jr. Blvd. (SR-1) Sidewalk Project Phase 2 (Engineering).** Lexi Stacey, Project Coordinator, presented a Council Communication and documents requesting approval of an agreement for construction of the Dr. Martin Luther King Jr. Blvd (SR-1) Sidewalk Project Phase 2 with Capital City Construction Services, LLC (PIN 126616.00, TAP-1(395), 75LPLM-F3-076). This phase will include the area from Middle Tennessee Blvd to approximately Minerva Drive. The project's construction expense of

$2,138,564, is funded through an approximate 80-20 split between federal/state dollars and local monies, with the majority of funding provided through TDOT's TAP program. The local portion is funded through 2022 Bond.

Councilman Wright made a motion to approve the agreement with Capital City Construction Services, LLC. Councilwoman Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

30. **Construction Administration Contract for the Dr. Martin Luther King Jr. Blvd. Phase 2 Sidewalk Project (Engineering).** Lexi Stacey, Project Coordinator, presented a Council Communication and documents requesting approval of Amendment No. 2 to the Professional Services Agreement with Neel-Schaffer, Inc. to provide construction, engineering and inspection (CEI) services for Phase 2 of the Dr. Martin Luther King Jr. Blvd. (SR-1) Sidewalk Project (PIN 126616.00; TAP-1(395); 75LPLM-F3-076). The expense of $206,616 is funded by state/federal funds and 2022 Bond at an approximate 80-20 split, with the majority of funding provided through TDOT's TAP program.

Councilman Wade made a motion to approve Amendment No. 2 to the Professional Services Agreement with Neel-Schaffer, Inc. Councilwoman Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

31. Murfreesboro Community Investment Trust (MCIT) Board of Trustees and Committee on Contributions (Mayor). Mayor McFarland presented a Council Communication regarding the re-appointment of the following members to the Murfreesboro Community Investment Trust (MCIT) Board of Trustees and Committee on Contributions.

Trustee Member	**Term Expiration**
Anne Davis	11/17/2030

Steve Flatt	11/17/2030
Rick LaLance	11/17/2030

Committee Member	**Term Expiration**
Lynn Lien	12/8/2028
Lyle Lynch	12/8/2028

Councilman Wright made a motion to approve the Murfreesboro Community Investment Trust (MCIT) Board of Trustees and Committee on Contributions re-appointments. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

32. Disciplinary Review Board (Mayor). Mayor McFarland presented a Council Communication regarding the appointment of a member to the Disciplinary Review Board. The appointment fills the vacancy left by Eric Meriwether.

Member	**Term Expiration**
Tina Perry (General)	09/30/2031

Councilwoman Scales Harris made a motion to approve the Disciplinary Review Board appointment. Councilwoman Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Abstain: Kirt Wade

Licensing

33. Beer Permits (Finance). Amanda DeRosia, Finance Director, presented a Council Communication on behalf of Erin Tucker, City Recorder, regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

Name of Applicant	**Name of Business**	**Address**	**Type of Permit**	**Type of Business**	**Reason**
Los Potrillos Murfreesboro, LLC	La Siesta Mexican Restaurant	2424 S. Church St.	On-Premises	Restaurant	Ownership Change

Layali Dubai, LLC	Layali Dubai	1845 S. Church St.	On-Premises	Restaurant	New Location

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Read to Succeed	11/7/2025	Annual Fundraiser	1500 Medical Center Pkwy
Tennessee State Soccer Association	11/8/2025	Soccer Tournament	515 Cherry Ln
Tennessee State Soccer Association	11/9/2025	Soccer Tournament	515 Cherry Ln

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

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

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

Nay: None

Payment of Statements

34. Bond Fund (Finance). Amanda DeRosia, Finance Director, stated there was one statement to consider a payable for the Cherry Lane Phase 3B property settlement for $525,000 to be paid from the Bond Fund.

Councilwoman Averwater made a motion to approve the payment of statements. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Other Business

Next Council Meeting. There will be a Workshop meeting next week, Thursday, November 13, 2025 at 11:30 a.m.

Residential Parking Issue. Mayor McFarland reported receiving a resident complaint regarding semi-trucks parking on Medford Campbell, both on the street and in driveways. He

expressed concern about large commercial vehicles, including semi-trucks with and without trailers, being parked in residential areas. The City's current ordinance allows vehicles under 18,000 pounds, though measuring the weight of a vehicle was noted as being difficult. Mayor McFarland requested the City's legal staff research possible City Code revisions to restrict parking of commercial vehicles requiring a CDL, such as semi-trucks, dump trucks, or school buses, in residential neighborhoods.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 8:04 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Workshop Regular Session

Thursday, November 13, 2025 at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, October 28, 2025.

Roll Call

Mayor McFarland called the meeting to order at 11:34 a.m.

Council Members Present

Mayor Shane McFarland – Presiding
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Shawn Wright

Jami Averwater and Kirt Wade were absent and excused from this meeting.

City Representatives Present

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

Amanda DeRosia, Finance Director
Angela Jackson, Executive Director of Strategic Services
Ben Newman, Director of Land Management and Planning
Chad Gehrke, Airport Director
Chris Griffith, Executive Director of Public Infrastructure
Don Bartch, Assistant Superintendent of School Operations
Greg McKnight, Executive Director of Development
Jim Kerr, Transportation Director
John Tully, Assistant City Attorney
Lee Smith, Deputy Director of Transportation
Lexi Stacey, Project Coordinator
Lesley Short, Assistant Finance Director
Mark McCluskey, Fire Chief
Matthew Blomeley, Assistant Planning Director
Michael Bowen, Chief of Police
Michele Emerson, City Engineer
Mike Browning, Public Information Officer
Nate Williams, Executive Director of Recreational Services
Randolph Wilkerson, Human Resources Director
Richard Donovan, Principal Planner/ Floodplain Administrator
Steve Jarrell, Deputy Chief of Police

Valerie Smith, Water Resources Director
Other City Staff

Prayer and Pledge of Allegiance

Mayor McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

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

Action Items

1. FY26 Capital Improvement Plan (CIP) Budget. (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents requesting Council approve the FY26 Capital Improvement Plan (CIP) Budget.

Council Member Wright made a motion to approve the FY26 CIP Budget. Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Mayor McFarland requested Nate Williams, Executive Director of Recreational Services, review and recommend timing and budget for installing turf on the Barfield and Sports*Com baseball infields to allow playing through the winter months. Darren Gore, City Manager stated that Mr. Williams had compiled numbers for this, as requested at the Council Retreat, and would email to Council members and staff for review and consideration at a future meeting.

2. Ordinance 25-O-40 FY26 Budget 2nd Amendment (1st Reading) (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication to amend the fiscal year 2026 City of Murfreesboro Budget, originally adopted by Ordinance 25-O-09 on June 5, 2025. The ordinance titled, “ORDINANCE 25-O-40 amending the Fiscal Year 2026 (hereafter “FY2026”) Budget (2nd Amendment)" was offered for passage on first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 25-O-40 on first reading. Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

3. **Hotel / Motel Occupancy Tax Audit (Finance).** Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding a Hotel/Motel Tax Audit contract and production of finding reports for 2023 – 2025 with Strategic Vision Advisory Group, PLLC. The proposed fee for the audit is $1,000 per hotel, plus an estimated $3,000 for travel for a total of $45,000 included in the Finance Department FY26 operating budget.

Adam Tucker, City Attorney, stated there is still one change the Legal Department is reviewing with respect to the dispute resolution process and requested Council make a motion to approve the contract subject to final legal approval.

Vice Mayor Shacklett made a motion to approve the audit contract with Strategic Vision Advisory Group, PLLC, subject to final legal approval. Council Member Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

4. Resolution 25-R-24 FY26 CIP Roof Replacement Reimbursement (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication requesting Council approve a reimbursement resolution allowing the City to reimburse the General Fund for construction costs involved with Scales Elementary and Cason Lane Elementary School roof replacement project in an amount not to exceed $4 million dollars. The resolution titled, "RESOLUTION 25-R-24 expressing official intent that certain expenditures to be incurred in connection with certain public works projects, and related expenditures regarding a Capital Improvement Project ("CIP") to replace roofs on Murfreesboro City Schools buildings, be

reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee" was offered for passage on its first and only reading.

Council Member Wright made a motion to approve Resolution 25-R-24. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

5. City Council Meeting Minutes (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding the following City Council meeting minutes presented for approval as part of the agenda packet.

Current Minutes
October 16, 2025 – October 17, 2025 (Retreat)

Council Member Wright made a motion to approve the minutes. Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

6. Ordinance 25-OZ-35 Rezoning of Property along Bill Smith Drive (2nd and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-35 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 7.46 acres located along Bill Smith Drive from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District (Toyota of Murfreesboro PCD) and Gateway Design Overlay One (GDO-1) District; TT of T Murfreesboro, Inc., applicant, [2025-416]" which passed its first reading on November 6, 2025, was offered for passage on second and final reading.

Vice Mayor Shacklett made a motion to approve Ordinance 25-OZ-35 on second and final reading. Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

7. Ordinance 25-OZ-34 Zoning for Property along Old Salem Road (2nd and Final Reading) (Planning). Matthew Blomeley, Assistant Planning Director, reported that staff reviewed the need for a secondary emergency access, as requested by Council at a previous meeting. A conceptual plan for a gated access onto Old Salem Road was prepared; however, both the Fire Marshal and Public Infrastructure Department advised that future extensions of the planned stub streets would adequately address access needs and did not recommend adding the gate. The applicant is willing to include it if directed by Council.

In response to Council's questions, staff noted no set timeline for street extensions. Matt Taylor of Site Engineering Consultants (SEC) added that the adjacent property is being prepared for development and that the connecting road to Veterans Parkway is anticipated as part of phase one.

The ordinance titled, "ORDINANCE 25-OZ-34 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 19.26 acres located along Old Salem Road to be zoned Planned Residential Development (PRD) District (Robinson Bend PRD), simultaneous with annexation; Summit Development, LLC, applicant [2025-415]" which passed its first reading on November 6, 2025, was offered for passage on second and final reading.

Council Member Wright made a motion to approve Ordinance 25-OZ-34, without the gate, on second and final reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

8. Ordinance 25-OZ-36 Rezoning Property along East Kingwood Drive (2nd and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended

and as now in force and effect, to rezone approximately 0.4 acres located along East Kingwood Drive from Residential Multi-Family Sixteen (RM-16) District to Commercial Highway (CH) District; Abundant Life Christian Academy, applicant, [2025-417]" which passed its first reading on November 6, 2025, was offered for passage on second and final reading.

Council Member Wright made a motion to approve Ordinance 25-OZ-36 on second and final reading. Council Member Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

9. Second Amendment to Masonbrooke Road Development and Construction Agreement (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a request to approve an amendment to one of the terms of the Road Development and Construction Agreement with the developer of the Masonbrooke Subdivision, Alcorn Properties, LLC. Castle Rock Communities, the new developer, requested changing the roof pitch requirement from 8:12 to 6:12. Staff has no objection to this change. Approval of the amendment will allow recording of the final plat and construction to begin. An updated amendment was provided to Council.

Council Member Wright made a motion to approve the Second Amendment to the Road Development and Construction Agreement with Alcorn Properties, LLC regarding Modification to Exhibit B (Land Use Restrictions and Development Standards). Council Member Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

10. Rutledge Way Extension (Engineering). Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting direction on the Rutledge Way component of the Rutherford Boulevard extension project. Council was asked to decide between constructing the full Rutledge Way connection (Alternate No. 1) or only the section serving

adjacent businesses (Alternate No. 2). This item was previously discussed at the October 2025 Council Retreat. Property acquisition costs are included in the FY22 CIP, and staff estimates a $1.3 million savings if the smaller section is constructed.

Vice Mayor Shacklett initially moved to approve acquisition and proceed with the full connection (Alternate No. 1); after discussion, he retracted the motion.

Council Member Wright then moved to defer consideration to a future meeting. Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

11. Inspector & FOG Program Vehicle Purchases (Water Resources). Valerie Smith, Director of Water Resources, presented a Council Communication regarding a request to purchase one 2025 4WD Ford F150 truck and one 2025 Ford Maverick AWD Truck from Lonnie Cobb Ford, LLC under the Contractor's Tennessee Statewide Contract. These costs are $46,572 and $30,605 respectively for the F150 and Maverick. Both vehicles are budgeted in the FY26 CapEx in the amount of $50,000 each.

Council Member Scales Harris made a motion to approve purchase contract with Lonnie Cobb Ford. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

12. Schools Purchase of Two 2026 F-250 4x4 SD Crew Cab Trucks (Schools). Don Bartch, Assistant Superintendent of School Operations, presented a Council Communication regarding a request to purchase two 2026 Ford F-250 4x4 SD Crew Cab trucks from TT of F. Murfreesboro, Inc. (d/b/a Ford of Murfreesboro). The purchase price is $47,469 per vehicle, for a total cost of $94,938, inclusive of all freight, delivery, and applicable costs. These vehicles will be purchased by the City on behalf of Murfreesboro City Schools and funded through County Shared Bonds.

Council Member Wright made a motion to approve purchase contract with TT of F. Murfreesboro, Inc. (d/b/a Ford of Murfreesboro). Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Workshop Items

13. Inaugural Employee Recognition Program (Administration). Angela Jackson, Executive Director of Strategic Services, presented a Council Communication regarding updates and approval of the Inaugural Legacy Recognition Program for City retirees. Nominations were received from the community as well as City staff, with a diverse group of nominees representing several decades and departments, showcasing an appreciation for the dedication of our retirees. After careful consideration and review of this year's nominations, the Legacy Recognition Committee respectfully requests to expand the number of honorees from the original recommendation of six (6) recipients for the inaugural year to ten (10) recipients to include:

- Glenn Chrisman, Police Chief
- Dana Richardson, Transportation Director
- Johnny Mosby, Assistant Police Chief
- Melissa Wright, Finance Director
- Susan Emery McGannon, City Attorney
- Billy Vinson, Training Coordinator MFRD
- Dennis Rainier, Parks and Recreation Director
- Bobby Swann, Fire Chief
- Sherry Carpenter, City Treasurer and Personnel Director
- Roger Haley, City Manager

The committee concluded that limiting recognition to a smaller number would not adequately reflect the caliber and impact of this year's nominees. Expanding ten recipients ensures that each deserving candidate is appropriately recognized for their exemplary service and legacy to the organization. With Council approval of these ten inaugural nominees, recipients will

be notified, and a reception will be planned for formal recognition. Nominations for next year and future recipients will then be accepted through August 1, 2026. The committee received 27 nominations, representing 23 applicants as there were several applicants who were recommended more than once.

Vice Mayor Shacklett made a motion to approve the recognition of 10 former employees in the first round of the Employee Recognition Program, as recommended. Council Member Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

14. New Salem Highway Corridor Development Density and Sewer Capacity (Water Resources/Planning). Valerie Smith, Water Resources Director, and Matthew Blomeley, Assistant Planning Director, presented a Council Communication and PowerPoint on development trends along the New Salem Highway Corridor. The presentation focused on previously approved single-family unit equivalent densities and the potential impact of future development on the City's sanitary sewer system capacity.

Darren Gore, City Manager, introduced Roger Goodson, General Manager of Consolidated Utility District (CUD). Mr. Woodruff thanked staff for the City's work and information on growth within the area.

Council indicated they had sufficient information to proceed with future consideration of development and sewer variance requests along the corridor.

Mayor McFarland noted that sewer variances are generally not granted for projects that have not yet been rezoned. He emphasized that residential developments must complete the standard rezoning and site plan review process before a variance can be considered, in accordance with internal policy, while non-residential projects may be considered under different circumstances.

15. August/September 2025 Dashboard (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding August/September 2025 Dashboard.

Board & Commission Appointments

Board of Adjustment Appeals – Request for Recommendations. Mayor McFarland stated that the Council needs to provide a recommendation for one individual to serve on the Board of Adjustment Appeals. He noted that the preferred candidate would be a citizen with experience in real estate and knowledge of property values**.** No recommendations were presented for consideration at this time.

Licensing

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

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Three Mothers West	Three Mothers West	5131 Franklin Rd.	On - Premises	Restaurant	New Location

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

Council Member Wright made a motion to approve the Beer Permits. Council Member Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Murfreesboro Safe Streets Program (Engineering). Lexi Stacey, Project Coordinator, presented the Murfreesboro Safe Streets Website (www.murfreesborosafestreets.com) and reviewed its features. She explained that the Safe Streets Program is an initiative designed to gather citizen feedback to meet grant requirements for public engagement. The website includes a survey allowing residents to comment directly on a map regarding safety concerns such as

pedestrian movement, crashes, or near misses. Ms. Stacey noted that the first public outreach event will be held during the upcoming “Meet Santa” event at the airport. She also highlighted the Safety Dashboard, which provides crash data in coordination with Kimley-Horn, including serious injury and fatal collision information. The website does not have a mobile app but is mobile-friendly.

Future Meetings. Darren Gore, City Manager, stated no Council Meetings will be held on November 20 and 27. The next meeting will be held on December 4, 2025 for Regular Session.

Murfreesboro Christmas Parade. Mayor McFarland announced Bill Allen as the Grand Marshal for the upcoming Murfreesboro Christmas Parade.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 1:03 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: FY26 Budget Amendment [2nd and Final Reading]

Department: Finance

Presented by: Erin Tucker, CFO/City Recorder

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider amendment to the City's FY26 Budget Ordinance on second and final reading.

Staff Recommendation

Approve Ordinance 25-O-40, amending the City's budget on second and final reading.

Background Information

Fire

The FY26 CIP recommends that the fire trucks be paid for out of General Fund. Increase Fire Transportation Equipment $7,222,000.

Golf

Golf needs to purchase new golf carts. A portion of each golf cart rental is reserved for their replacement. $272,800 of Assigned Fund Balance will be used to increase the Golf Transportation Equipment expense.

Community Development

Adjust the final carryforward Community Development grant revenues of $2,147,507 and expenses totaling $2,145,907. General Fund expense for Community Development is decreasing by $33,002.

Solid Waste

Solid Waste headcount is increasing to accommodate the brush/limb pickup service transitioning from contractual services to internal only. The operating costs are expected to be covered by the FY26 operating budget.

Airport Fund

Adjust the final carryforward for Airport transfers in from General Fund and corresponding expenditures by $11,093 each.

Insurance Fund

Stop Loss insurance contract came in higher than anticipated. Increase stop loss expense $300,000.

Impact Fee Fund

Murfreesboro City Schools is using Impact Fee Fund to purchase a new bus. Increase

School's capital expenditures by $175,000.

Council Priorities Served

Responsible Budgeting

The budget amendments reflect the City's increased revenues and expenses.

Fiscal Impact

The amendment for the use of reserved Golf cart funds results in the use of $272,800 of Assigned fund balance.

The amendment to the City's FY26 budget results in an increase to Unassigned Fund Balance of $34,602 for operations, and a one-time use of Unassigned Fund Balance of $7.2 million for CIP

The amendment results in no change in the use of Airport Fund's fund balance.

The amendment increases the use of Insurance Fund balance by $300,000.

The amendment increases the use of Impact Fee Fund balance by $175,000.

Attachments

1. FY26 City Budget Ordinance 25-O-40 and Exhibit A and Exhibit B

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ORDINANCE 25-O-40 amending the Fiscal Year 2026 (hereafter "FY2026") Budget (2nd Amendment).

WHEREAS, the City Council adopted the FY2026 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 25-O-09, on June 5, 2025 to implement the FY2026 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2026 Budget adopted by this Ordinance to incorporate expenditure decisions made during the fiscal year; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the authorized full-time and/or part-time position counts adopted by this Ordinance to incorporate hiring decisions made during the fiscal year.

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

SECTION 1. The FY2026 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. The FY2026 Authorized Full-time Position Counts adopted by the City Council is hereby revised and amended as shown on Exhibit B, attached hereto.

SECTION 3. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2026 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Fund				
	Unassigned			
Community Development	Community Development Grants	$ 742,500.00	$ 2,212,721.86	$ 1,470,221.86
Community Development	Federal HOME Grants	$ 328,000.00	$ 1,005,285.19	$ 677,285.19
				$ 2,147,507.05
Expenditures				
	Assigned			
Golf	Transportation Equipment	$ 37,567	$ 310,367	$ 272,800.00
	Unassigned			
Fire	Transportation Equipment (CIP)	$ 487,085	$ 7,709,085	$ 7,222,000.00
Community Development	Administration (General Fund)	$ 573,378	$ 540,376	$ (33,002.49)
Community Development	Administration	$ 148,500	$ 200,504	$ 52,004.00
Community Development	Child Abuse Prevention	$ -	$ 25,000	$ 25,000.00
Community Development	Youth/Crime Prevention	$ -	$ 25,000	$ 25,000.00
Community Development	Homeless Assistance	$ -	$ 50,000	$ 50,000.00
Community Development	Housing Rehabilitation	$ 219,000	$ 688,750	$ 469,750.21
Community Development	Affordable Housing	$ 225,000	$ 392,403	$ 167,402.58
Community Development	Public Service Grants	$ 125,000	$ -	$ (125,000.00)
Community Development	Public Facilities	$ -	$ 464,584	$ 464,584.27
Community Development	Fair Housing	$ 1,500	$ 2,500	$ 1,000.00
Community Development	Public Infrastructure	$ 25,100	$ 338,981	$ 313,880.80
Community Development	Adult Services	$ -	$ 25,000	$ 25,000.00
Community Development	Administration (HOME Program)	$ 32,700	$ 49,984	$ 17,284.12
Community Development	Affordable Housing (HOME Program)	$ 229,700	$ 582,567	$ 352,866.65
Community Development	CHDO (HOME Program)	$ 65,600	$ 372,734	$ 307,134.42
				$ 9,607,704.56
CHANGE IN RESERVED, RESTRICTED, AND ASSIGNED FUND BALANCE		$ (102,870,848)	$ (103,143,648)	$ 272,800.00
CHANGE IN UNASSIGNED FUND BALANCE		$ (5,802,524)	$ (12,989,922)	$ 7,187,397.51
	ESTIMATED ENDING FUND BALANCE	$ 123,364,355		
	Adjustments for FY25 Closing Entries			
	TOTAL ESTIMATED ENDING FUND BALANCE	$ 123,364,355	$ 115,904,157	$ (7,460,198)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Airport Fund				
Revenues				
	Transfer in from General Fund	$ 1,190,000	$ 1,178,907	$ (11,093)
				$ (11,093)
Expenditures				
	Building Expense - CHNG	$ 1,190,000	$ 1,178,907	$ (11,093)
				$ (11,093)
	CHANGE IN FUND BALANCE (CASH)	$ (170,000)	$ (170,000)	$ -

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Insurance Fund				
Expenditures				
	Stop Loss	$ 1,058,400.00	$ 1,358,400.00	$ 300,000.00
				$ 300,000.00
	CHANGE IN FUND BALANCE (CASH)	$ -	$ (300,000.00)	(300,000.00)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Impact Fee Fund				
Expenditures				
	Schools Capital Outlay	$ -	$ 175,000.00	$ 175,000.00
				$ 175,000.00
	CHANGE IN FUND BALANCE (CASH)	$ (1,500,000.00)	$ (1,675,000.00)	(175,000.00)

Ordinance 25-O-40

EXHIBIT B

2025-2026 FUNDED POSITION COUNT

	2023/2024		2024/2025		2025/2026		2025/2026	
	ACTUAL		ACTUAL		ADOPTED		AMENDED	
DESCRIPTIONS	**FULL TIME**	**PART TIME**	**FULL TIME**	**PART TIME**	**FULL TIME**	**PART TIME**	**FULL TIME**	**PART TIME**
DEPARTMENTS								
Mayor & Council	7		7		7		7	
City Manager	11		12		11		11	
Finance	23		26		26		26	
Legal	10		9		9		9	
City Court	7		6	1	6	1	6	1
Purchasing	3		4		4		4	
Information Technology	23		25		25		25	
GIS	4		5		5		5	
Communications	8		8		8		8	
Human Resources	11		12		12		12	
Facilities Maintenance	16	1	16	3	17	3	17	3
Fleet Services	22		24		24		24	
Police	397	46	416	49	437	49	437	49
Fire	243	1	246	1	248	1	248	1
Building & Codes	26		26	1	27		27	
Planning	17	14	17	13	19	13	19	13
Community Development	4		4		4		4	
Transportation	28	7	34	5	36	5	36	5
Engineering	14		16		16		16	
Street	54	9	56	7	56	7	56	7
Civic Plaza	1		1		1		1	
Recreation	105	305	108	295	110	293	110	293
Golf	16	39	17	34	17	34	17	34
Solid Waste	48		48		49		52	
Total General Fund	1098	422	1143	409	1174	406	1177	406
Airport Fund	6	9	6	9	6	9	6	9
	6	9	6	9	6	9	6	9
	1104	431	1149	418	1180	415	1183	415

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Plan of Services, Annexation, and Zoning for property along Blackman Road
[Public Hearings Required]

Department: Planning

Presented By: Richard Donovan, AICP, Principal Planner

Requested Council Action:

Ordinance	☒
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Consider annexation of approximately 3.95 acres along Blackman Road and zoning of approximately 2.06 acres located along the east side of Blackman Road.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and annexation.

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request on October 1, 2025.

Background Information

Ritesh, Rajendra, and Rikesh Patel initiated a petition of annexation [2025-505] for approximately 3.95 acres located along Blackman Road. The City developed its plan of services for this area. Additionally, Ritesh Patel presented to the City a zoning application [2025-413] for approximately 2.06 acres located along the east side of Blackman Road to be zoned PCD (Planned Commercial District) simultaneous with annexation. During its regular meeting on October 1, 2025, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of the property with a multi-tenant commercial building, which will generate tax revenue for the City and create employment opportunities for the community.

Expand Infrastructure

The annexation will close a gap in the City limits on Blackman Road, bringing the

right-of-way under one jurisdiction during the construction of the road improvements at the intersection of Blackman Road and Manson Pike/Burnt Knob Road.

Attachments:

1. Resolution 25-R-PSA-37
2. Ordinance 25-OZ-37
3. Maps of the area
4. Planning Commission staff comments from the 10/01/2025 meeting
5. Planning Commission minutes from 10/01/2025 meeting
6. Plan of Services
7. Shelton Plaza PCD pattern book
8. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 1, 2025
PROJECT PLANNER: RICHARD DONOVAN

5.a. Annexation petition and plan of services [2025-505] for approximately 3.95 acres located along Blackman Road, Ritesh, Rajendra, and Rikesh Patel applicants.

Ritesh, Rajendra, and Rikesh Patel have submitted a petition requesting annexation of their property into the City of Murfreesboro. The annexation area consists of one, approximately 2.06-acre, parcel situated east of Blackman Road. The annexation area also includes approximately 1,260 linear feet of Blackman Road right-of-way from the subject parcel south toward its intersection with Manson Pike. The Rutherford County Highway Commission reviewed and consented to the annexation of this segment of Blackman Road right-of-way at its June 23, 2025, meeting. The parcel owned by the applicants includes one single-family detached structure. The total annexation study area is approximately 3.95 acres.

The annexation study area includes the following areas:

- Tax Map 078, Parcel 010.00 (2.06 acres)
- Blackman Road right-of-way (approx. 1.89 acres)

The applicant has submitted a companion zoning application to rezone the subject property to a PCD (Planned Commercial District; Shelton Plaza PCD) designation. This rezoning would permit the 2.06-acre parcel to be developed commercially with allowed uses similar to the Commercial Fringe (CF) district.

The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary. The annexation area is contiguous with the City Limits along its northern and southern boundaries. The Murfreesboro 2035 Comprehensive Plan, Chapter 4: Future Land Use Map identifies a "Service Infill Line'; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. This annexation study area is located within the Service Infill area.

Staff has drafted a plan of services, which is included in the agenda packet. It details how and when services can be extended to the property, if annexed. Due to its close proximity to the existing City limits, it will be relatively easy to extend services to the subject property, except for sanitary sewer service. The developer will need to work with the neighboring property owner to the west to extend sanitary sewer to the subject property. The timeline for the gravity sewer to reach the proposed

development is currently unknown, and all main line extensions are the financial responsibility of the developer.

Staff Recommendation:

Staff is supportive of the annexation request for the following reasons:

1. The subject property is contiguous with the existing City Limits.
2. It is located within the Urban Growth Boundary and within the Service Infill Area.
3. Services can be extended to the subject property upon annexation.
4. It fills in a gap of Blackman Road right-of-way that is currently in the unincorporated County, which will create efficiencies and reduce confusion.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:

Ortho Map
Non-ortho maps
Annexation Petition
Plan of Services



City of MURFREESBORO TENNESSEE

Annexation request for property along Blackman Road

0 235 470 940 1,410 1,880 US Feet

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



City of MURFREESBORO TENNESSEE

Annexation request for property along Blackman Road

0 235 470 940 1,410 1,880 US Feet

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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. RITESH PATEL
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [signature] Status: Partner Date: 6/12/2025

5510 BRIDGEMORE BLVD MURFREESBORO, TN 37129
Mailing Address (if not address of property to be annexed)

2. RIKESH PATEL
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [signature] Status: Partner Date: 6/12/2025

3033 VICWOOD DRIVE MURFREESBORO, TN 37128
Mailing Address (if not address of property to be annexed)

3. RAJENDRA PATEL
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [signature] Status: Partner Date: 6/12/2025

3033 VICWOOD DRIVE MURFREESBORO, TN 37128
Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

_____
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: ✓ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

Consent for Annexation of Public Right-of-Way by the City of Murfreesboro

The City of Murfreesboro, Tennessee has initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes that segment of Blackman Road from the north property line of 2631 Blackman Road to approximately the south property line of 2537 Blackman Road totaling approximately 1,260 linear feet ("County Right-of-Way"), such section being a portion of the prescriptive/platted right-of-way for Blackman Road shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on June 23, 2025 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 23 day of June 2025.

Greg Brooks

Greg Brooks
Rutherford County Road Superintendent

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 23 day of June, 2025.

Merry R Hickerson

NOTARY PUBLIC

My Commission Expires: 4-15-2028

MERRY R. HICKERSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 1, 2025

6:00 PM **CITY HALL**

MEMBERS PRESENT
Jami Averwater, Vice-Chair
Reggis Harris
Kelly G Rollins
Shawn Wright

STAFF PRESENT
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Stephen Anthony, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Vice-Chair Jami Averwater called the meeting to order.

2. Determination of a quorum.

Vice-Chair Jami Averwater determined that a quorum was present.

3. Public Comments.

Vice-Chair Jami Averwater announced that no one signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the September 17, 2025 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the September 17, 2025 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote.

Aye: Jami Averwater
Reggie Harris
Kelly G Rollins
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 1, 2025

5. Public Hearings and Recommendations to Council:

Annexation petition and plan of services [2025-505] for approximately 3.95 acres located along Blackman Road, Ritesh, Rajendra, and Rikesh Patel applicants. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Bill Huddleston (design engineer), Mr. Clyde Rountree (landscape architect), and Ms. Karrie Heideman (architect) were in attendance representing the application.

Vice-Chair Jami Averwater opened the public hearing.

Mr. Gerid Alexander, 5725 Eaglemont Dr. - explained he was speaking for his neighbors, having collected over 200 signatures, who oppose this annexation request. All have concerns about traffic and safety, hours of operation, the number of vehicle trips entering and leaving this site, stormwater, and infrastructure.

Vice-Chair Jami Averwater closed the public hearing.

There being no further discussion, Mr. Reggie Harris made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

Aye: Reggie Harris
Kelly G Rollins
Shawn Wright
Jami Averwater

Nay: None

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RESOLUTION 25-R-PSA-37 to adopt a Plan of Services for and to annex approximately 3.95 acres located along Blackman Road (Tax Map 078, Parcel 010.00 and 1,260 linear feet of Blackman Road right-of-way) and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Ritesh, Rajendra, and Rikesh Patel, applicants [2025-505].

WHEREAS, the Owner(s) of all property within the territory identified on the attached map as the "Area to be Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a plan of services for the area proposed for annexation is attached hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated ("TCA") § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Murfreesboro Planning Commission for study, and it has recommended the same following a public hearing on October 1, 2025, notice of which was published in a newspaper of general circulation in the City of Murfreesboro not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Murfreesboro to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent, and copies of this resolution were published in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Murfreesboro on or about the same time, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, this resolution and notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published on November 11, 2025 in the *Murfreesboro Post*, a newspaper of general circulation in such territory and the City of Murfreesboro, pursuant to TCA §§§ 6-51-102 and 6-51-104;

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the City Council of the City of Murfreesboro on December 4, 2025.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the following territory is hereby annexed and incorporated into boundaries of the City of Murfreesboro:

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83

- Tax Map 078, Parcel 010.00 (approximately 2.06 acres)
- Blackman Road right-of-way (approx. 1.89 acres/ 1,260 linear feet)

identified on the attached map as the "Area to be Annexed."

SECTION 2. That the plan of services for this territory, attached hereto, is approved and the same is hereby adopted.

SECTION 3. That the City Manager shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Rutherford County Mayor.

SECTION 4. That a signed copy of this resolution shall be recorded with the Rutherford County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Rutherford County Assessor of Property.

SECTION 5. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.

SECTION 6. That the Rutherford County Election Commission shall be notified that the annexation took place, so that a revised map of the voting precincts may be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.

SECTION 7. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

SECTION 8. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 25-OZ-37,** which was _____, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

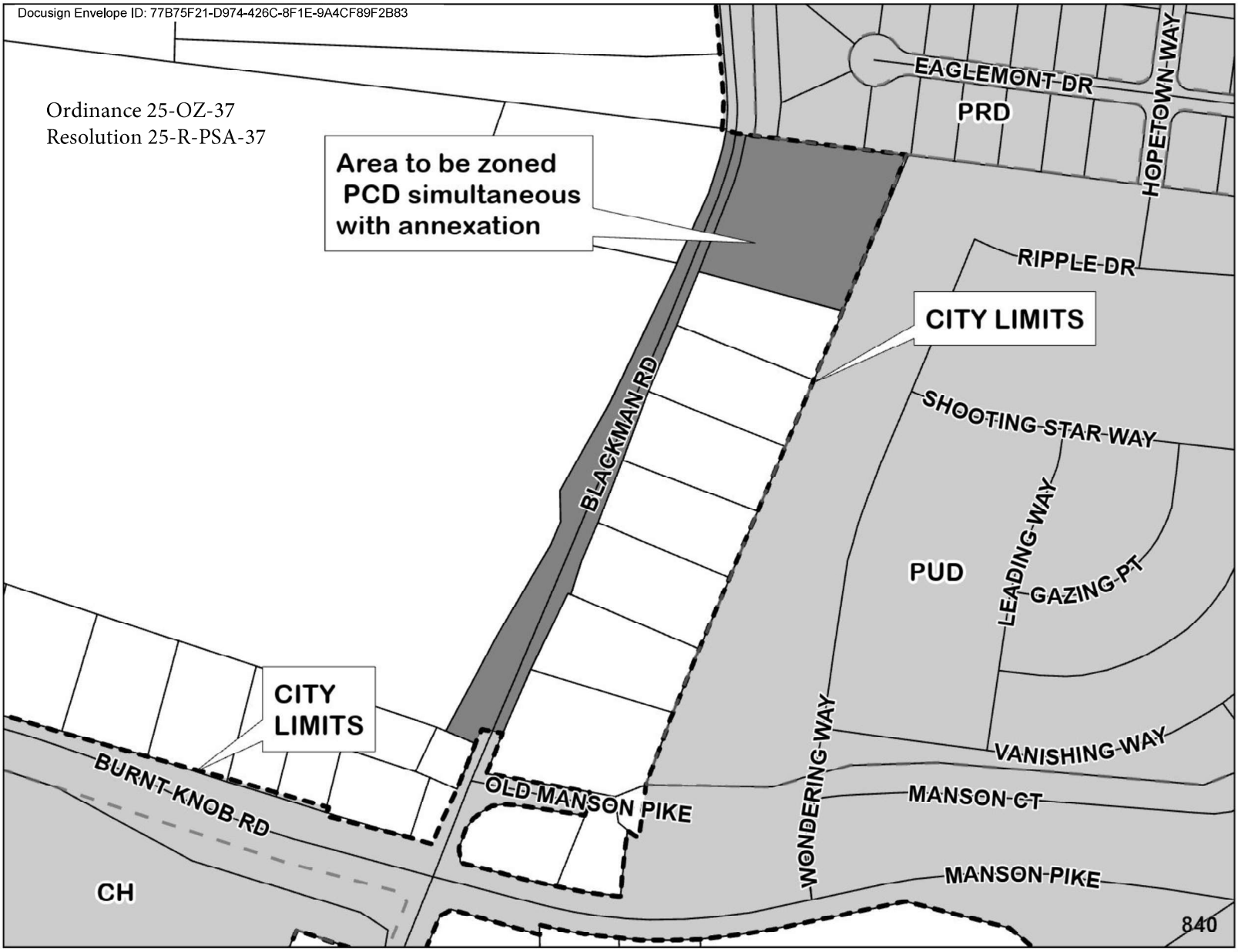
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51E9401...

Adam F. Tucker
City Attorney

SEAL

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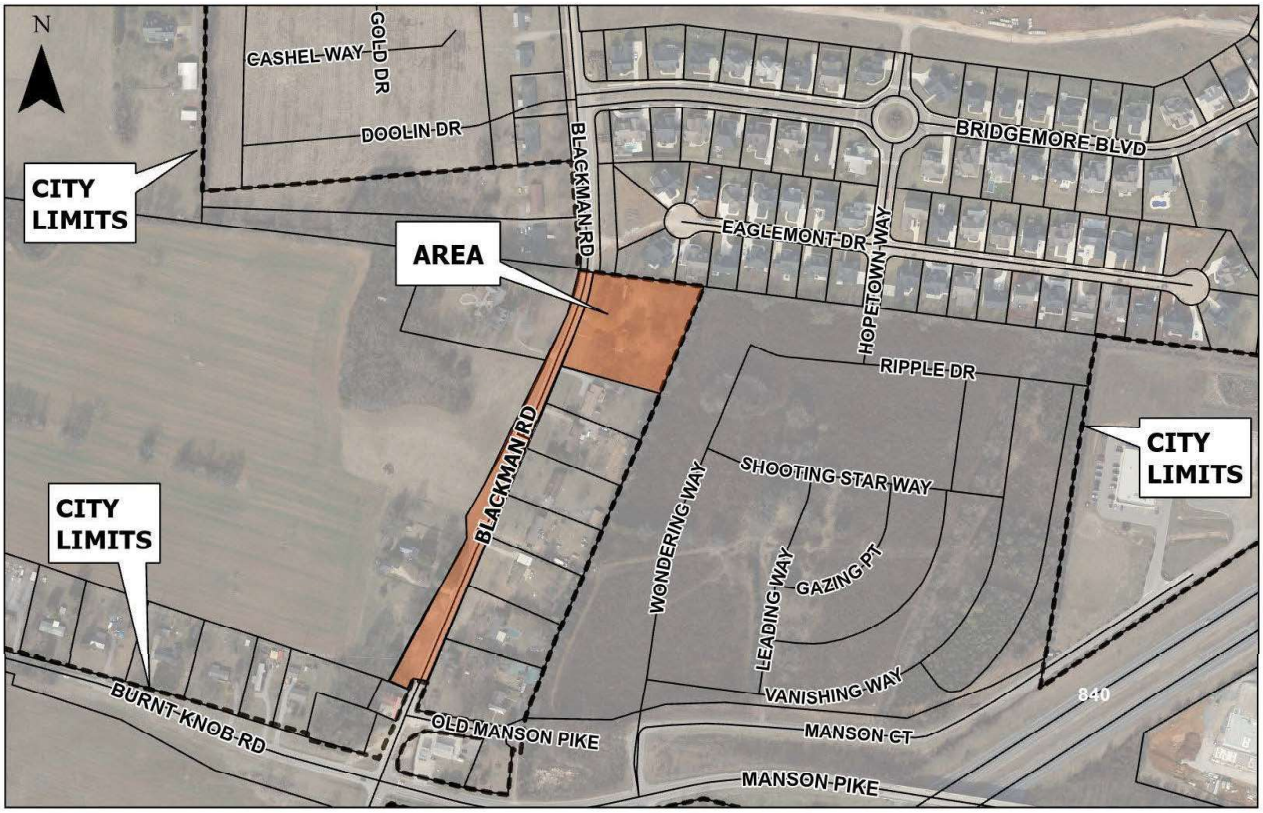
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Resolution 25-R-PSA-37

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG BLACKMAN ROAD INCLUDING PLAN OF SERVICES (FILE 2025-505)

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
October 1, 2025

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83



City of MURFREESBORO TENNESSEE

Annexation request for property along Blackman Road

0 235 470 940 1,410 1,880 US Feet

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

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83

INTRODUCTION

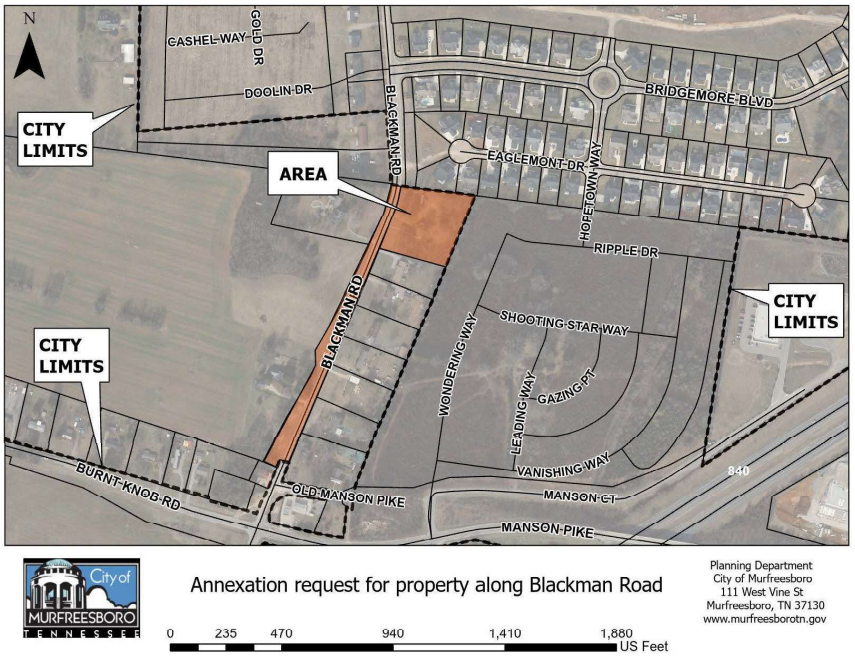
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OVERVIEW

Ritesh, Rajendra, and Rikesh Patel have submitted a petition requesting annexation of their property into the City of Murfreesboro. The property totals approximately 2.06 acres and is located on the east side of Blackman Road. It contains one single-family dwelling. The annexation area also includes approximately 1,260 linear feet of Blackman Road right-of-way (ROW). At its June 23, 2025 regular meeting, the Rutherford County Road Board voted to grant consent to the City to annex this segment of ROW. The total annexation study area is approximately 3.95 acres. The annexation study area includes the following properties:

- Tax Map 078, Parcel 010.00 (approx. 2.06 acres)
- Blackman Road right-of-way (approx. 1.89 acres)

The annexation study area is located within the City's Urban Growth Boundary and is contiguous to the existing City limits along its northern, eastern, and southern boundaries, as depicted on the adjacent map.

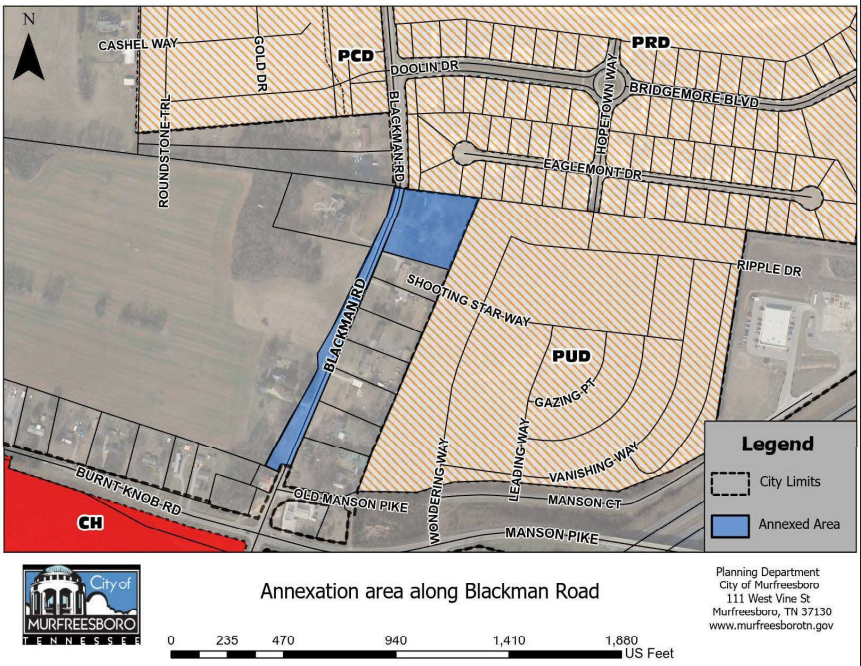


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SURROUNDING ZONING

The area being considered for annexation consists of one parcel totaling 2.06 acres and approximately 1,260 linear feet of Blackman Road right-of-way (ROW). The parcel has one single-family detached residential unit. The property is zoned RM (Medium-Density Residential) in the unincorporated county. The property owner has also requested a companion zoning application to zone the property to a PCD (Planned Commercial District; Shelton Plaza PCD) designation.

The surrounding properties consist primarily of residential zoning. To the north lies properties zoned PRD (Shelton Square) and The Villages PRD and PCD. To the east is zoned PUD (Shelton Grove) and to the south and west is zoned Medium-Density Residential (RM) within unincorporated Rutherford County.

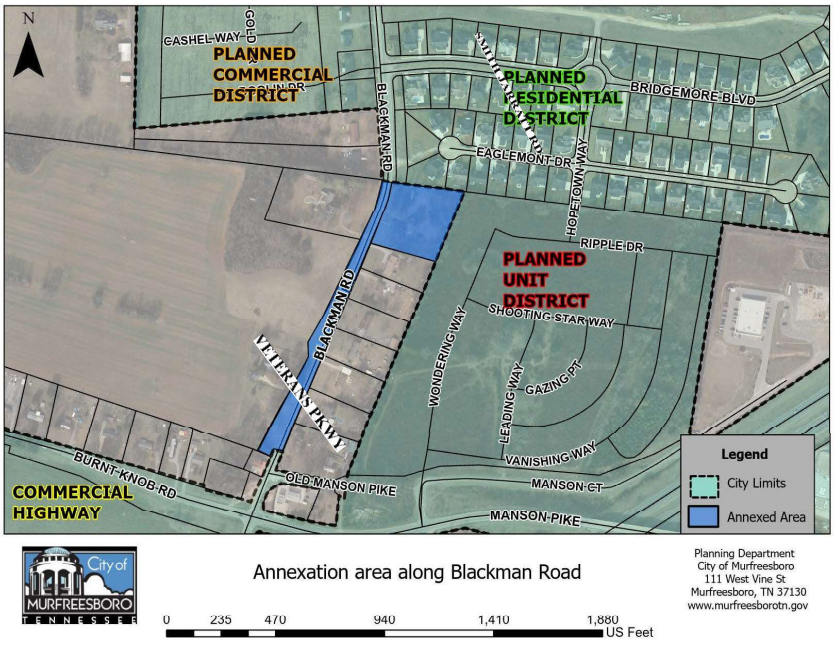


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SURROUNDING LAND USE

The area being considered for annexation consists of one parcel totaling 2.06 acres and approximately 1,260 linear feet of Blackman Road right-of-way (ROW). The parcel has one single-family detached residential unit.

The surrounding properties consist primarily of residential uses. To the north lies vacant land, along with single-family detached homes. To the east there is a single-family residential development under construction. To the south and west are detached single-family residences in the unincorporated County.



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TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2025 will be due on December 31, 2026. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is $0.9526/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Tax Map and Parcel	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Rajendra N Patel	78-010.00	2.06	$86,900	$134,900	$55,450	$528.22

These figures are for the property in its current state and assessed at the residential rate of 25 percent. Assessment and appraisal is subject to change if and when redevelopment occurs.

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PLAN OF SERVICES

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department could begin providing services that include patrol-related functions, criminal investigations, and community engagement initiatives. These services would be provided immediately upon the effective date of annexation. The current police zone that borders the study area is Zone 4.

ELECTRIC SERVICE

The study area, including the existing single-family residence, is currently served by Middle Tennessee Electric (MTE). MTE has existing electrical facilities and capacity along Blackman Road to serve the property upon annexation.

STREET LIGHTING

Streetlights do not currently exist along Blackman Road right-of-way. If the City of Murfreesboro wishes to add streetlights along the Blackman Road public right-of-way, the Transportation Department would need to make the request to MTE, but at the present time, there are no plans to do so.

SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service for the existing house upon the effective date of annexation, as well as brush/debris removal every two to three weeks. In its current state, no additional equipment or manpower other than a solid waste cart for the subject parcel ($69.66 each) will be needed to serve the study area. If the subject parcel redevelops with commercial uses, then the City will not provide solid waste services.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro attend Murfreesboro Elementary Schools and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

According to Murfreesboro City Schools (MCS), this parcel of land currently resides outside of the Overall Creek Elementary School zone, and it would become part of this school's zoned area if annexed. Any elementary school-aged children residing on the property will be eligible to attend Murfreesboro City Schools. In the property's present state, it would have minimal impact on the school system, since it currently contains only one dwelling unit. If redeveloped as commercial, it would have no impact on the school system.

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

STREETS AND ACCESS

The annexation study area includes approximately 1,260 linear feet of Blackman Road right-of-way. Intersection improvements at Blackman Road, Burnt Knob Road, and Manson Pike are currently being constructed by the City including additional lanes and a signal. Upon annexation, the roadway will become the responsibility of the City of Murfreesboro including all routine maintenance. Based on an estimated 15-year re-pavement cycle for collector roadways and routine ROW mowing, annualized roadway maintenance costs are estimated at $2,200 for this roadway. As a substandard street, any development along Blackman Road will need to dedicate appropriate ROW and participate in the upgrade of the roadway to current City standards. Blackman Road within the study area is on the City's Major Transportation Plan to be upgraded to a 5-lane section. Any new connections must be approved by the City Engineer.

No additional public roadways are included in the study area. Any future public roadway facilities to serve the study area must be constructed to City standards.

REGIONAL TRAFFIC & TRANSPORTATION

The study area is served by Blackman Road. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows Blackman road to be operation at a Level of Service D in the study area. The 2040 Level of Service Model indicates that Blackman Road operates at a Level of Service F without the proposed improvements in the 2040 plan.

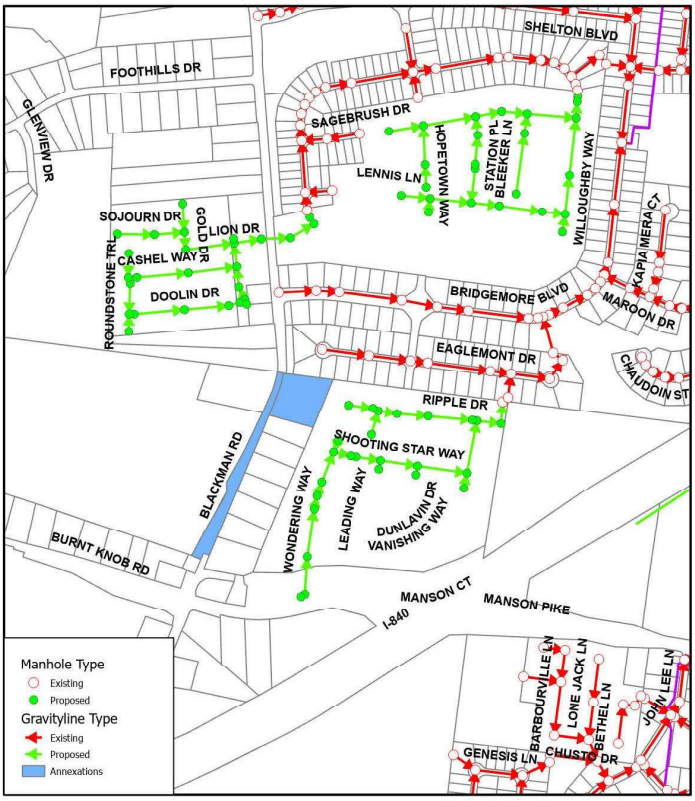
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SANITARY SEWER SERVICE

Currently sanitary sewer is not available to the subject property. The existing home will continue to use its existing septic system for waste disposal. Any proposed development would connect to gravity sewer through either the Shelton Grove development to the east or to the north at the intersection of Bridgemore Blvd and Blackman Road. Shelton Grove is currently in the plans review process and has not been approved for construction. The timeline that the Shelton Grove gravity sewer will reach the proposed development is unknown.

This property is within the Overall Creek and Shelton Square Sanitary Sewer Assessment Districts and upon development will be charged $1,000 and $500 per single-family unit equivalent (sfu) respectively in addition to the standard connection fee of $2,550 per sfu.

All main line extensions are the financial responsibility of the developer and must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



N
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MURFREESBORO WATER RESOURCES DEPARTMENT

Annexation Request for Blackman Road

City of MURFREESBORO TENNESSEE WATER RESOURCES

kcarr 8/5/2025
Annexation

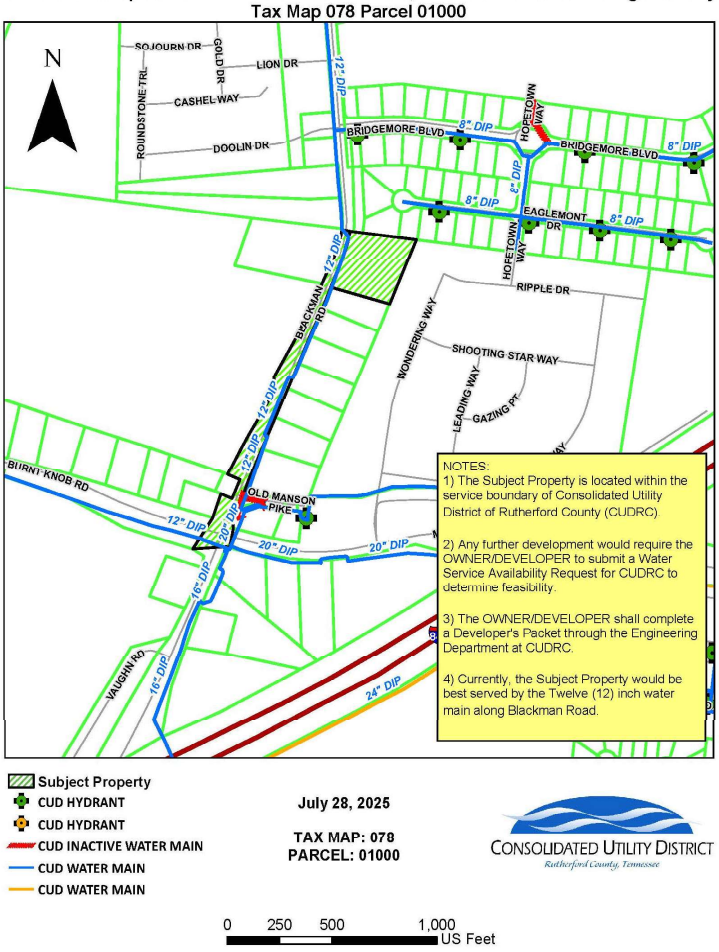
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WATER SERVICE

The study area lies within the Consolidated Utility District of Rutherford County's (CUDRC) service area. The study area and existing house are served by CUD water through the twelve (12)-inch water main along Blackman Road.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUDRC's Developer Packet through CUDRC's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUDRC's development policies and procedures.

Annexation Request for 2704 Blackman Road & 1,260' of Blackman Road Right of Way
Tax Map 078 Parcel 01000



Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83

FIRE AND EMERGENCY SERVICE

The study area includes a single-family dwelling, and the Murfreesboro Fire and Rescue Department (MFRD) will be able to provide fire protection and emergency services to the home and the study area immediately upon annexation at no additional cost.

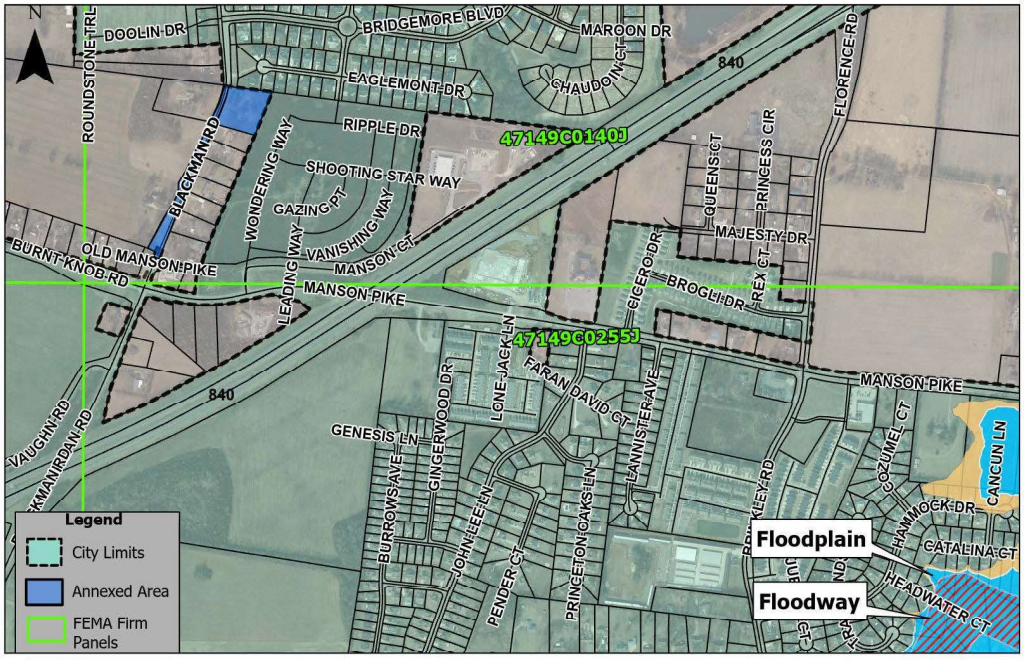
Currently the study area is located 2.8 miles from Fire Station #5 (3006 Florence Road). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



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FLOODWAY

The study area is not located within the 100-year floodplain nor within the regulatory floodway as delineated on the Flood Insurance Rate Map (FIRM) developed by the Federal Emergency Management Agency (FEMA).



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DRAINAGE

Public Drainage System

Public drainage facilities available to the study area are located within the right-of-way of Blackman Road. The annualized operation and maintenance cost for this system is included in the public roadway sections above as they are internal roadway drainage systems. No other public drainage facilities are available to the study area. Any public drainage facilities proposed to serve the study area in the future must meet City standards.

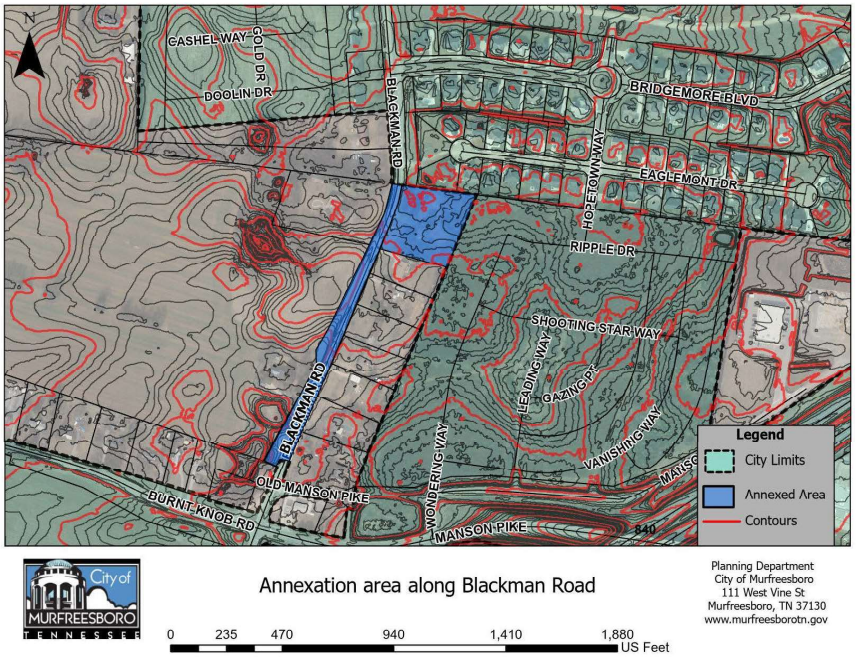
Regional Drainage Conditions

The northern portion of the subject parcel drains to closed depressions located within the study area. The southwest portion of the parcel drains toward the Blackman Road right-of-way. The southeast portion of the parcel drains onto the adjacent property.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements will be subject to the Stormwater Utility Fee. The study area currently has one single-family residence and will generate approximately $39 per year in revenue for the Stormwater Utility Fee.

The study area has a proposed zoning of PCD. Based on this development scenario, it is anticipated that the site will generate approximately $450 in revenue per year into the Stormwater Utility Fund upon full build-out.



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PROPERTY AND DEVELOPMENT

Blackman Road is on the City's Major Transportation Plan. ROW dedication and participation in roadway improvements will be required with development.

New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 1, 2025
PROJECT PLANNER: RICHARD DONOVAN

5.b. Zoning application [2025-413] for approximately 2.06 acres located along Blackman Road to be zoned PCD (Shelton Plaza PCD) simultaneous with annexation, Ritesh Patel applicant.

Ritesh Patel, the applicant, is requesting zoning the subject property to PCD (Planned Commercial District – Shelton Plaza) simultaneous with annexation. The property is approximately 2.06 acres in size, is located on the east side of Blackman Road just to the north of its intersection with Manson Pike and Burnt Knob Road, and is identified as Tax Map 78, Parcel 10.00. It is currently developed with a single-family detached home addressed as 2704 Blackman Road.



Adjacent Land Use and Zoning

The surrounding properties consist of primarily of residential uses zoning. To the north lies single-family detached residential properties zoned PRD (Shelton Square) and The Villages PRD and PCD that includes single-family detached residential lots and commercial outparcels. To the east is Shelton Grove, a

subdivision containing both attached and detached single-family residences. It is zoned PUD (Shelton Grove) and is currently under development. To the south and west are single-family detached residences zoned Medium-Density Residential (RM) within unincorporated Rutherford County.

Shelton Plaza PCD

The Shelton Plaza Planned Commercial Development (PCD) proposes a 14,000-square-foot single-story brick-and-stone multi-tenant building on a 2.06-acre site. The building will be designed for two tenants, with 63 parking spaces being developed with the commercial center. The dumpster enclosure is located at the southern end of the building, behind the front façade, with gates facing Blackman Road. The Planning Commission expressed some concern regarding the visibility of the dumpster from the street. Access will be from Blackman Road, a two-lane minor arterial planned for expansion to four lanes, with cross-access provided to the adjacent southern property for a future connection. Allowed uses include a variety of retail, service, office, and institutional uses, while all drive-thrus and fuel sales are prohibited. The applicant is currently targeting a daycare center and dentist office as tenants. The site concept features a fenced playground (for a potential daycare tenant), a stormwater detention pond, and street side landscaping and buffering along the remaining property lines, including Type “C” and Type “A” buffers. Open space will make up 39% of the site, with 0.79 acres of usable open space.

Lot Size and setbacks:

The lot is intended to remain a single lot of 2.06 acres and the setbacks for Shelton Plaza PCD are:

- Front: 42 feet
- Side: 10 feet
- Rear: 20 feet
- Maximum Height: 45 feet

These match the comparable CF zoning standards.

Allowed Uses:

The applicant is proposing permitted uses primarily derived from the Commercial Fringe (CF) zoning district. All proposed uses are permitted by right, and any uses that would require a special use permit under CF zoning have been excluded from the Planned Commercial Development (PCD). Additionally, not all by-right uses from the CH district have been included in the PCD. Several uses have been intentionally omitted from the list of permitted uses, including but not limited to:

- All Drive-thrus
- Gasoline and Fuel sales
- Retail Shop: Tobacco, Vape, Dispensary
- Tattoo Parlor

- Liquor Store
- School, Public or Private, Grades K - 12

The permitted uses include:

COMMERCIAL
Amusements, Commercial Indoor
Animal Grooming Facility
Antique Mall
Antique Shop <3,000 sq. ft.
Art or Photo Studio or Gallery
Bakery, Retail
Bank, Branch Office
Barber or Beauty Shop
Beer, Packaged
Book or Card Shop
Business School
Business and Communication Service
Catering Establishment
Clothing Store
Commercial Center
Convenience Sales and Service, maximum 5,000 sq. ft. floor area
Delicatessen
Department or Discount Store
Dry Cleaning
Dry Cleaning Pick-Up Station
Financial Service
Fitness/ Health Club Facility < 5,000 SF
Fitness studio/ personal instruction ≤5,000 SF
Flower or Plant Store
Ice Kiosk, Automated
Interior Decorator
Janitorial Service
Karate, Instruction
Keys, Locksmith
Laboratories, Medical
Laboratories, Testing
Laundries, Self-Service
Movie Theater
Music or Dancing Academy
Offices
Optical Dispensaries
Personal Service Establishment
Pet Funeral Home
Pet Shops
Pharmacies
Restaurant and Carry-Out Restaurant
Restaurant, Specialty
Restaurant, Specialty -Limited
Retail Shop, other than enumerated elsewhere
Specialty Shop
Veterinary Office
Veterinary Clinic
Video Rental

INSTITUTIONS
Adult Day Care Center
Day-Care Center
Museum
Park
Philanthropic Institution
Public Building
Recreation Field
Senior Citizens Center

TRANSPORTATION AND PUBLIC UTILITIES
Post Office or Postal Facility

Architecture and Building Materials:

The Shelton Plaza PCD building will be a single-story structure featuring a combination of brick and stone finishes on all sides, complemented by enhanced

metal trim accents. Telecommunication equipment and air conditioning units will be located at the rear of the building. The building's articulation, void areas, and overall design meet all applicable City Design Standards.

Parking and Access:
Primary access to the site will be from Blackman Road, with a cross-access easement provided to the property to the south. This easement could be utilized if the neighboring property is developed in the future.

All parking will be constructed with the construction of the building at a ratio of 1 space pre 222 square feet. A total of 63 spaces will be provided for the 14,000 square foot commercial center. The proposed 1 per 222 square feet is slightly better than the 1 per 225 square feet, which is the standard for commercial centers

In addition, staff has requested that the applicant commit to designing—but not constructing—improvements identified in the Major Transportation Plan. Specifically, the applicant would design the required five-lane section of Blackman Road between the existing improved section to the north and the City's planned intersection improvements at Manson Pike and Burnt Knob Road to the south. Following the initial Planning Commission meeting, this provision has been formally incorporated into the pattern book and has received the applicant's agreement.

Buffering and Landscaping:
Shelton Plaza PCD will include landscape buffers along the north, east, and south property lines to screen neighboring homes, with a Type "C" buffer on the north and east sides and a Type "A" buffer on the south side when Phase 1 parking is built. Layered landscaping with evenly spaced trees will screen the parking lot from Blackman Road, along with streetscape plantings and foundation plantings around the building.

Exceptions:
The current pattern book does not identify any exceptions from the Zoning Ordinance or Subdivision Regulations, and staff concurs with this assessment.

Future Land Use Map:
The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates the project area as 'Business Park' (BP), which is considered the most appropriate land use character, as indicated on the map below. The BP development style is intended to primarily generate activity from office, medical, and technology/research uses. The BP designation intended characteristics include 20–30% required open space, extensive perimeter landscaping, and enhanced entry/street designs. Development is often governed by private

covenants exceeding City standards, aiming to create an attractive investment environment. Operations occur indoors with no outdoor storage, and growth is encouraged in unified, clustered corridors rather than isolated parcels. Sites generally range from 50–250 acres, with square or rectangular shapes preferred for flexibility. Adequate acreage supports future expansion, and shovel-ready infrastructure reduces costs, risks, and time to market. The Comprehensive Plan recommends OG, OG-R, CM, PCD, and PND as compatible zoning districts. The proposed PCD, while modeled after the CF zoning district, also meets the criteria of the BP designation by permitting office and medical uses and allowing for the potential development of neighborhood services with a retail or service orientation.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



Staff recommendation:

Staff is supportive of this rezoning request for the following reasons:

1. The rezoning request aligns with the Future Land Use Map designation of 'Business Park' (PB) by incorporating medical, office, and limited retail and service uses.
2. The proposed PCD zoning provides additional opportunities to provide commercial services to one of the fastest growing areas of the City. This will also reduce vehicle trips on the street network by bringing services closer to where people live.
3. The plan includes landscape buffering to help mitigate any negative impacts

on the residential properties to the east.

Action Needed:
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:
Ortho Map
Non-ortho maps
Pattern Book



Zoning Request for property along Blackman Road
PCD (Blackman Road Commercial PCD) simultaneous with annexation

0 250 500 1,000 1,500 2,000 US Feet

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



City of MURFREESBORO TENNESSEE

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

Creating a better quality of life

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

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

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

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

To be completed by applicant:

APPLICANT: Huddleston-Steele Eng, ATTN: Clyde Rountree

Address: 2115 N.W. Broad Street City/State/Zip: Murfreesboro, TN, 37129

Phone: 615-509-5930 E-mail address: [redacted]

PROPERTY OWNER: Ritesh Patel

Street Address or property description: 3033 Vickwood Drive, Murfreesboro, TN, 37128

and/or Tax map #: 078 Group: Parcel (s): 010.00

Existing zoning classification: RM (County)

Proposed zoning classification: PCD Acreage: 2.06±

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

E-mail: [redacted]

APPLICANT'S SIGNATURE (required): ClydeRountree

DATE: 06/12/25

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

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

Amount paid: **Receipt #:**

Revised 7/20/2018

HUDDLESTON–STEELE
ENGINEERING, INC.
2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

7.17.2025

Ben Newman, Director of Land Management & Planning
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139

Re: Shelton Plaza Annexation and PCD Rezoning

Described as Tax Map 078, and Parcel 010.00

Dear Mr. Newman,

On behalf of our client, Ritesh Patel, we hereby request for annexation and rezoning of 2.06+/- acres. Our client plans to develop this property as a retail center serving the Blackman Community. The property is currently zoned RM in Rutherford County, and we are requesting annexation into the City of Murfreesboro and rezoning to PCD.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,

Clyde Rountree

Clyde Rountree, RLA

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ENGINEERING, INC.
2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

11.17.2025

Richard Donovan, Senior Planner
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139

Re: 2704 Blackman Road Annexation and PCD Rezoning

Described as Tax Map 078, and Parcel 010.00

Dear Richard,

The following changes have been made to the Shelton Plaza:

Update Cover Sheet with new submittal date and the proper reference to “City Council.”

Page 13 – Updated the graphic showing the proposed landscaping.

Page 14 – Updated the graphic showing the proposed landscaping and added an exhibit showing the agreed upon Type D buffer with the fence added.

The upon are the changes for this addition of the pattern book.

Regards,

Clyde Rountree

Clyde Rountree, RLA

SHELTON PLAZA

Request for Rezoning to Planned Commercial Development (PCD).

SUBMITTED SEPTEMBER 23, 2025, FOR PLANNING COMMISSION PUBLIC HEARING.

Plans Prepared By:

HUDDLESTON-STEELE ENGINEERING, INC.

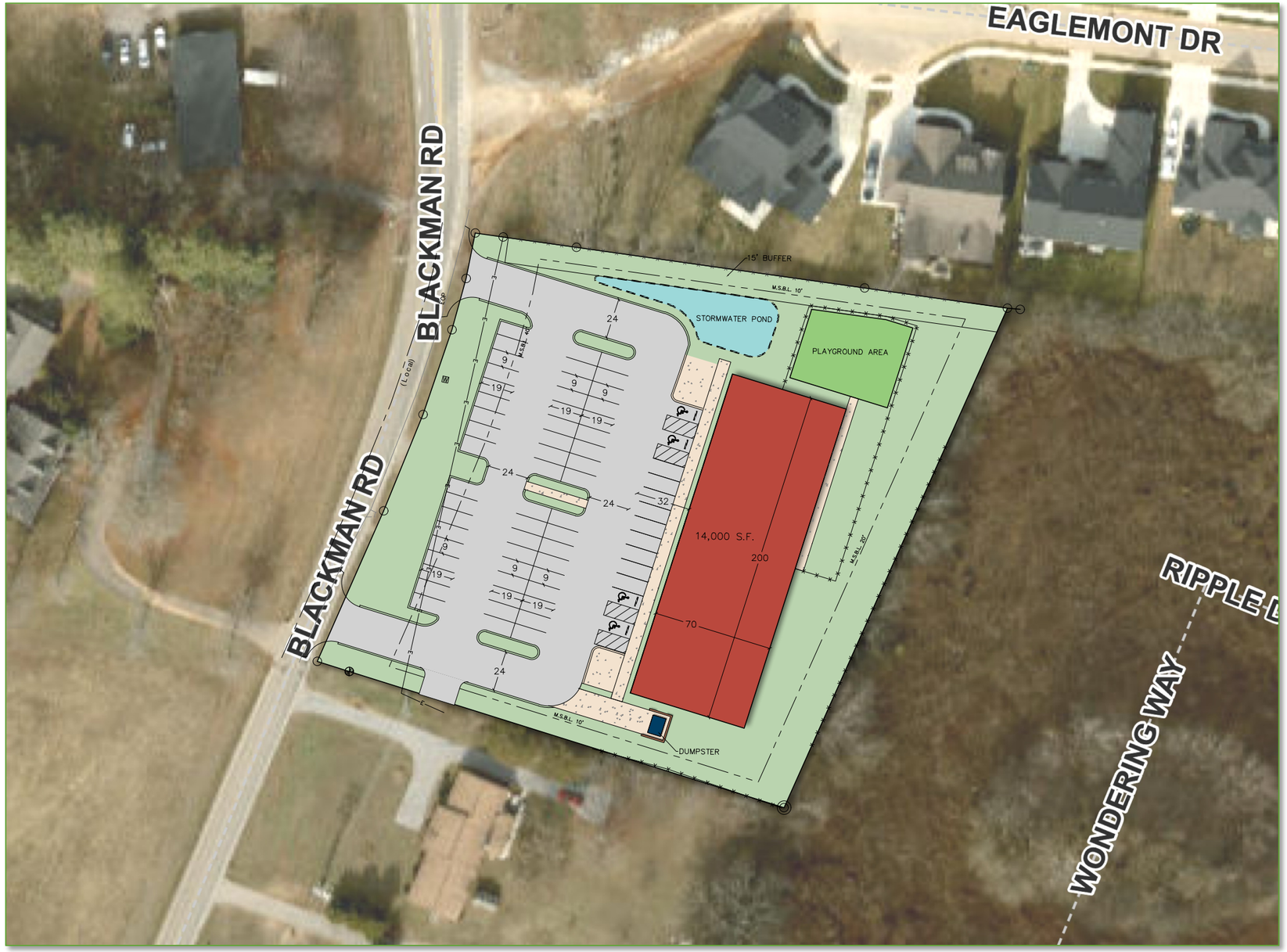


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HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

PROJECT SUMMARY

Shelton Plaza is a proposed 2.06-acre commercial center located in the Blackman Community. The developer, Ritesh Patel, desires to build a 14,000-square-foot masonry building that will provide a location for needed neighborhood services in an area that is currently underserved. He is proud to be a lifelong resident of Murfreesboro, TN. He is a graduate of Riverdale High School and the University of Tennessee, Knoxville. Since 2017, he has been actively involved in the real estate management and development industry. His family has been rooted in the hospitality industry for over 30 years, including more than two decades of business experience here in Murfreesboro. Together, he has successfully managed and developed a variety of properties across the Southeast and Northern regions of the United States. His portfolio includes affiliations with major franchises such as Hilton, Marriott, IHG, La Quinta, and Best Western, in addition to various retail shopping centers. He has experience in commercial development, including hotel construction, retail shopping centers, and residential properties. Ritesh is passionate about contributing to the continued growth and success of Murfreesboro through thoughtful and strategic property development that enhances the community and supports local economic growth. The subject property, located at 2704 Blackman Road, presents a great opportunity for an attractive commercial center that is well-suited to blend into the surrounding area's fabric.

SITE LOCATION



GENERAL SITE INFORMATION					
ADDRESS	2704 Blackman Rd, Murfreesboro, TN, 37219				
TAX MAP	078	GROUP	-	PARCEL NUMBER	010.00
R. BOOK	2433	PAGE	3990	LOT SIZE (ACRES)	2.06±
ZONING	RM (County)	REZONE TO	PCD	NO. OF UNITS OR LOTS	1 Unit

DEVELOPMENT TEAM

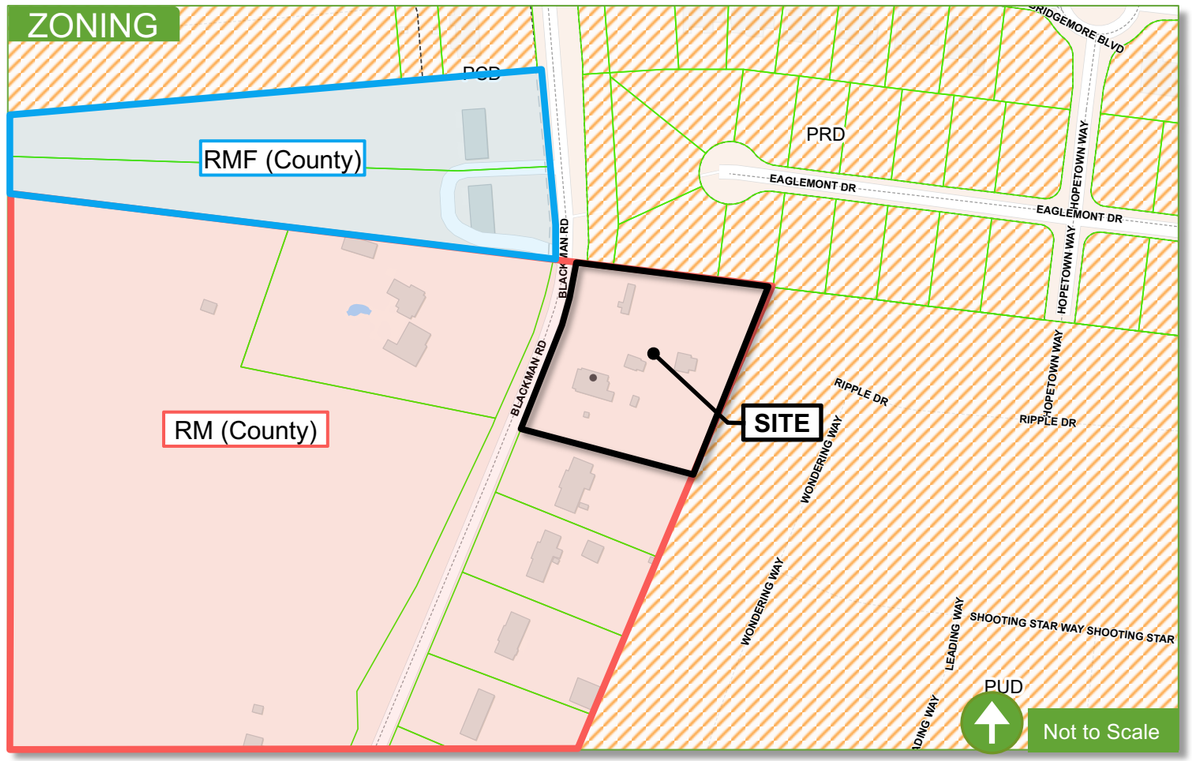
OWNER/ DEVELOPER			
OWNER:	Ritesh Patel		
ADDRESS	3033 Vickwood Drive, Murfreesboro, TN, 37128	PHONE	615.439.5036
		EMAIL	[redacted]

PLANNING			
COMPANY	Huddleston-Steele Engineering Inc.	ATTN	Clyde Rountree, RLA
ADDRESS	2115 N.W. Broad Street, Murfreesboro, TN, 37129	PHONE	615.509.5930
		EMAIL	[redacted]

ENGINEERING			
COMPANY	Huddleston-Steele Engineering Inc.	ATTN	Bill Huddleston
ADDRESS	2115 N.W. Broad Street, Murfreesboro, TN, 37129	PHONE	615.893.4084
		EMAIL	[redacted]

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ZONING



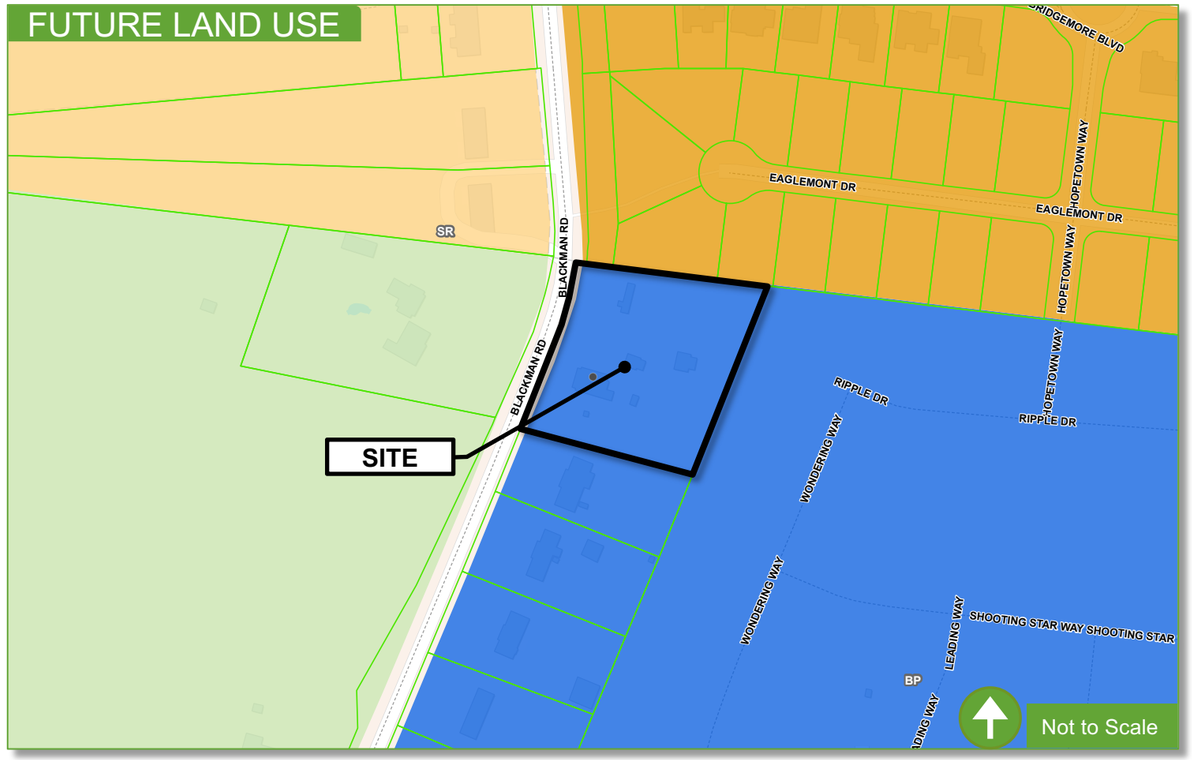
Legend

Residential Multi Family RMF
Planned Unit Development PUD
Medium Density Residential RM
Planned Residential Development PRD
Planned Commercial Development PCD
Site boundary

Map Summary

The property is currently zoned Medium Density Residential (RM) in the Rutherford County GIS map and may need to be annexed. The request submitted is for a rezoning to a Planned Commercial Development under amended conditions. The property's eastern boundary is zoned Planned Urban Development, while the properties directly to the South and west are zoned RM (County). The property to the north is zoned PRD (Planned Residential Development).

FUTURE LAND USE



Legend

Suburban Residential SR
Future Study Area FSA
Auto-Urban Residential AUR
Business Park BP
Site boundary

Map Summary

The Murfreesboro Future Land Use plan designates the project site as a Business (Office) Park (BP) Character. These suburban parks feature open spaces and may include offices, medical facilities, and limited commercial uses. A minimum of 20-30% open space is required, with extensive landscaping and special design treatments. The development will focus on indoor operations without outdoor storage. Sites should be clustered to promote growth, with sizes ranging from 50 to 250 acres and preferred square or rectangular shapes. "Shovel-ready" sites with existing infrastructure are essential for efficient development.

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WATER



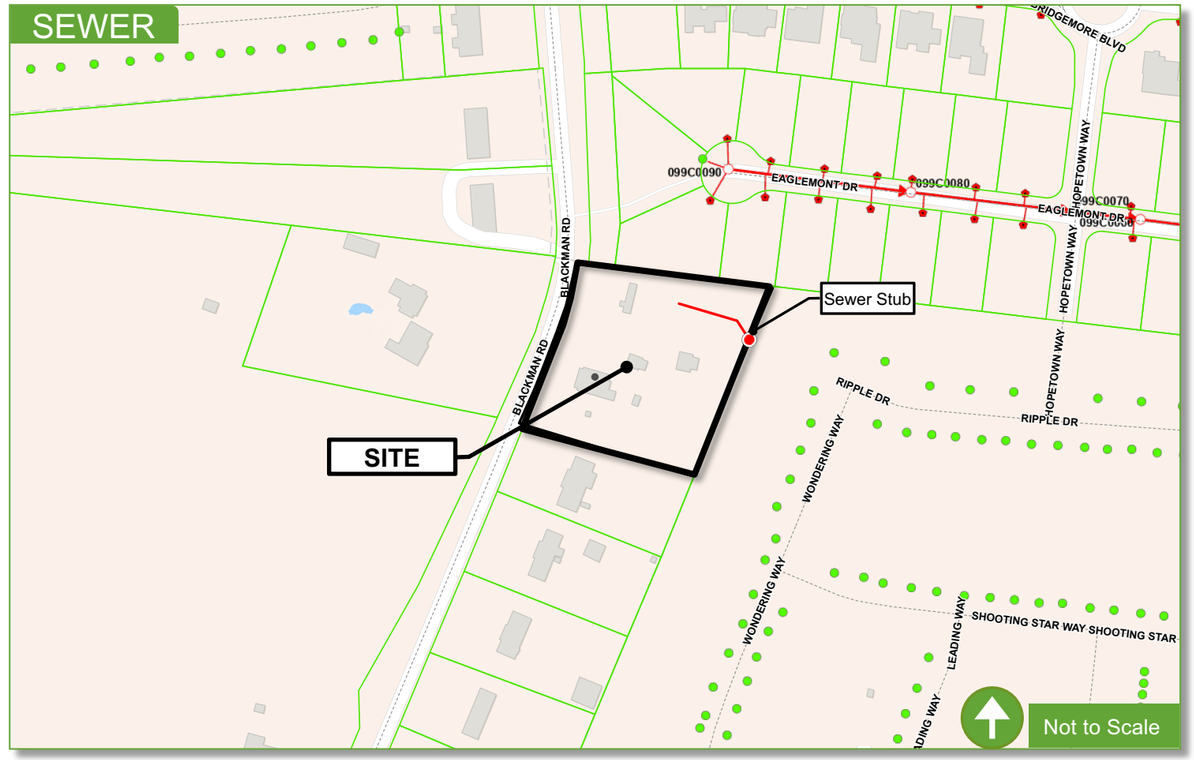
Legend

- Water Line
- Fire Hydrant
- City of MURFREESBORO WATER RESOURCES
- Site boundary

Map Summary

Water Services will be provided by MWRD.

SEWER



Legend

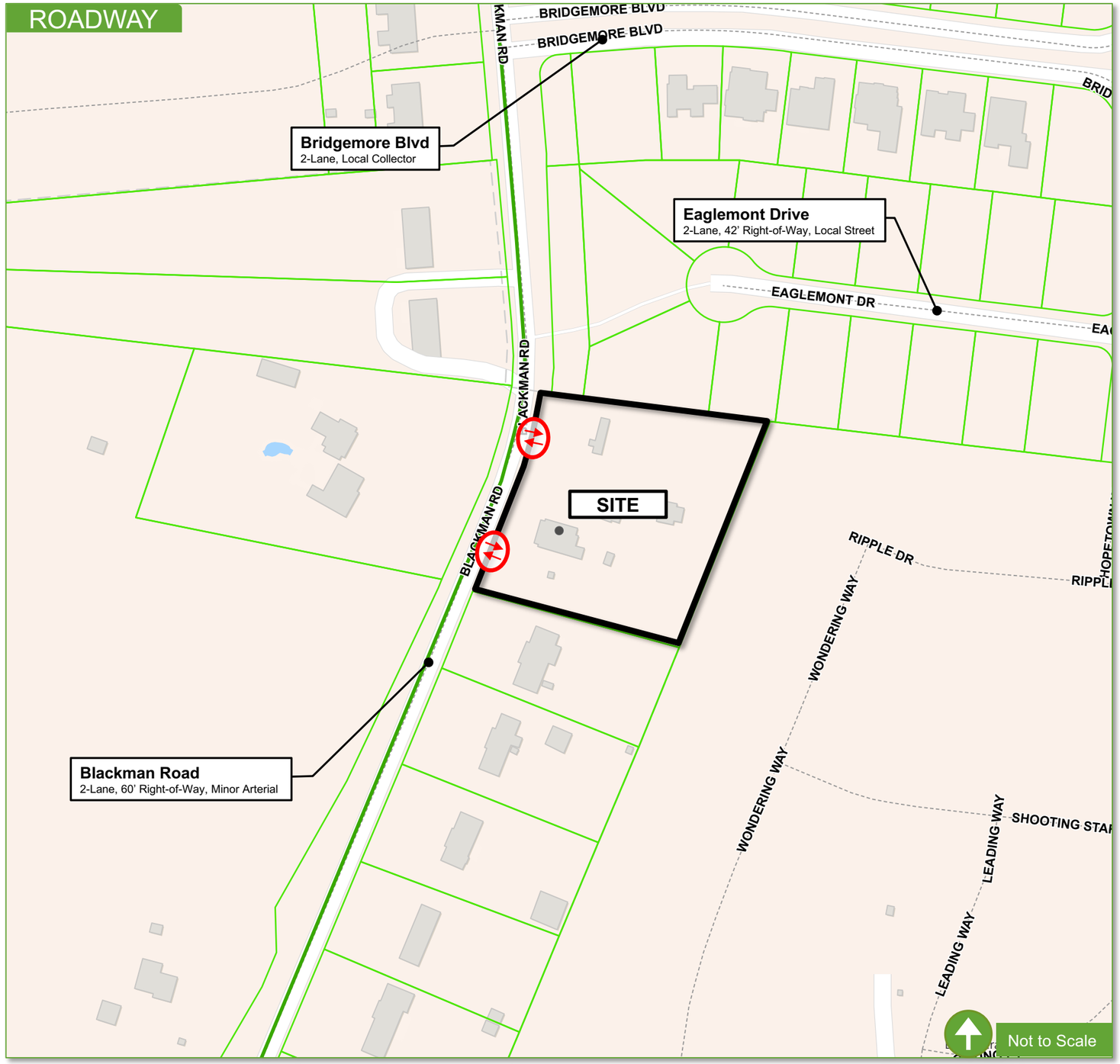
- Existing Sewer Gravity Main
- Existing Sewer Manhole
- Proposed Sewer Extension
- City of MURFREESBORO WATER RESOURCES
- Site boundary

Map Summary

- MWRD will provide Sewer Services.
- Property located within two assessment districts (AD), Overall Creek Sewer AD and Shelton Sewer AD
- Allotted usage will be 5.15 SFUs, or 1,339 gal/day for the site.
- Sewer main will be kept 20' off building at a minimum distance of 15' off back property line for easement.

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ROADWAY



Map Summary

- Primary access to the site will be via Blackman Road, which is a 2-lane minor arterial with a 60' R.O.W.
- Plans are being developed to expand Blackman Road to a 5-lane major arterial.
- The property would not be impacted by the Burnt Knob Road/Blackman Road intersection improvements, as confirmed in the Trip Generation Memorandum previously provided.
- The developer is aware that additional right-of-way may be required due to future road expansion and commits to making all necessary accommodations.
- The developer is to provide a cross-access easement to the property located south of the subject property.

Legend

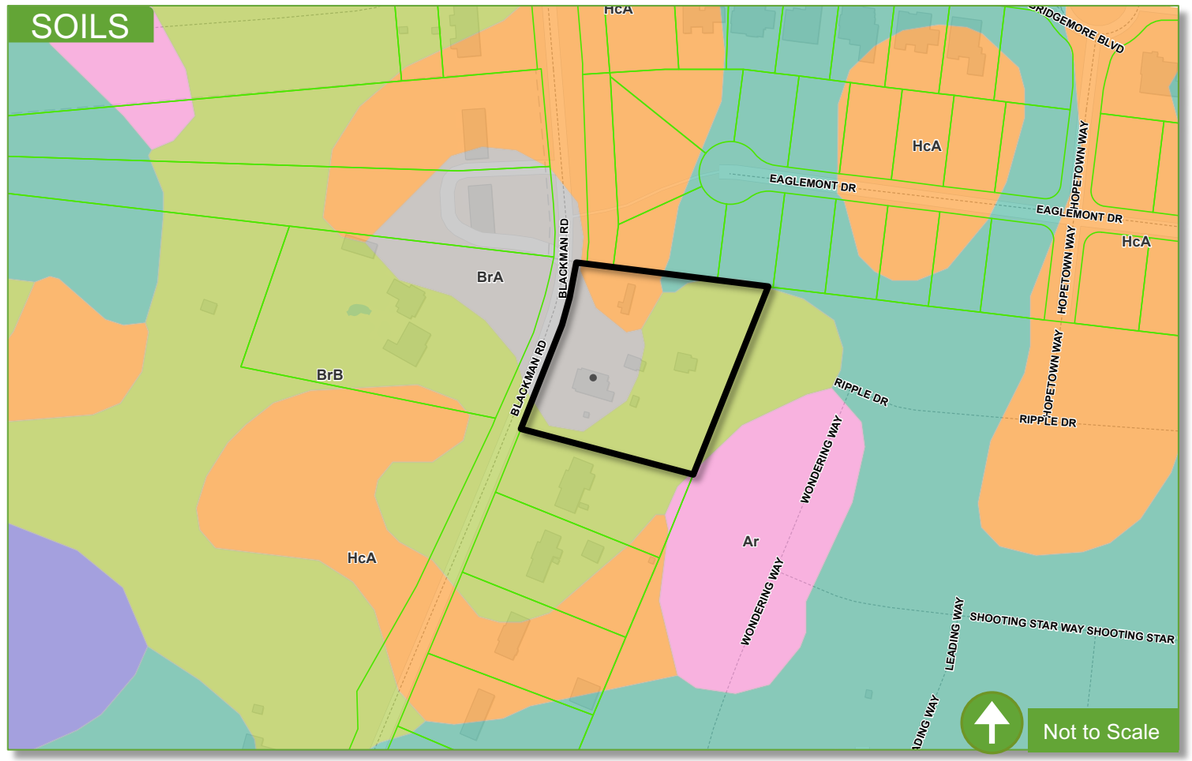
Community Collector		Residential Collector	
Major Arterial		Local Collector	
Minor Arterial			

Access Point

Site boundary

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SOILS



Legend

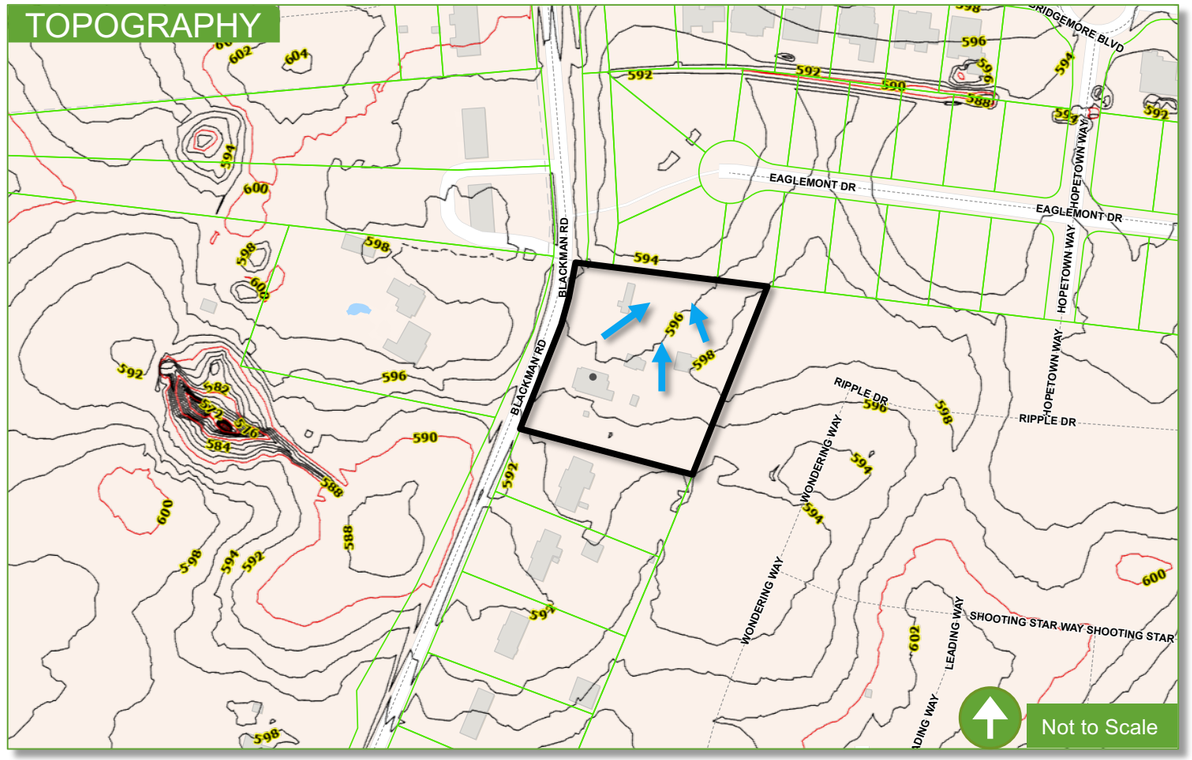
TrC | GRC | Ar | CuB | HcA | Other
BrB | TaB2 | LoB | LoA | BtC

Site boundary

Map Summary

- **BrB** - Bradyville silt loam, 2 to 5 percent slopes.
- **HcA** - Harpeth silt loam, 0 to 2 percent slopes.
- **Ar**- Talbott-Barfield-Rock outcrop complex, 2 to 12 percent slopes.
- **BrA** - Bradyville-Rock outcrop complex, 2 to 12 percent slopes.

TOPOGRAPHY



Legend

Water Flow Direction
Index Contours
Intermediate contours

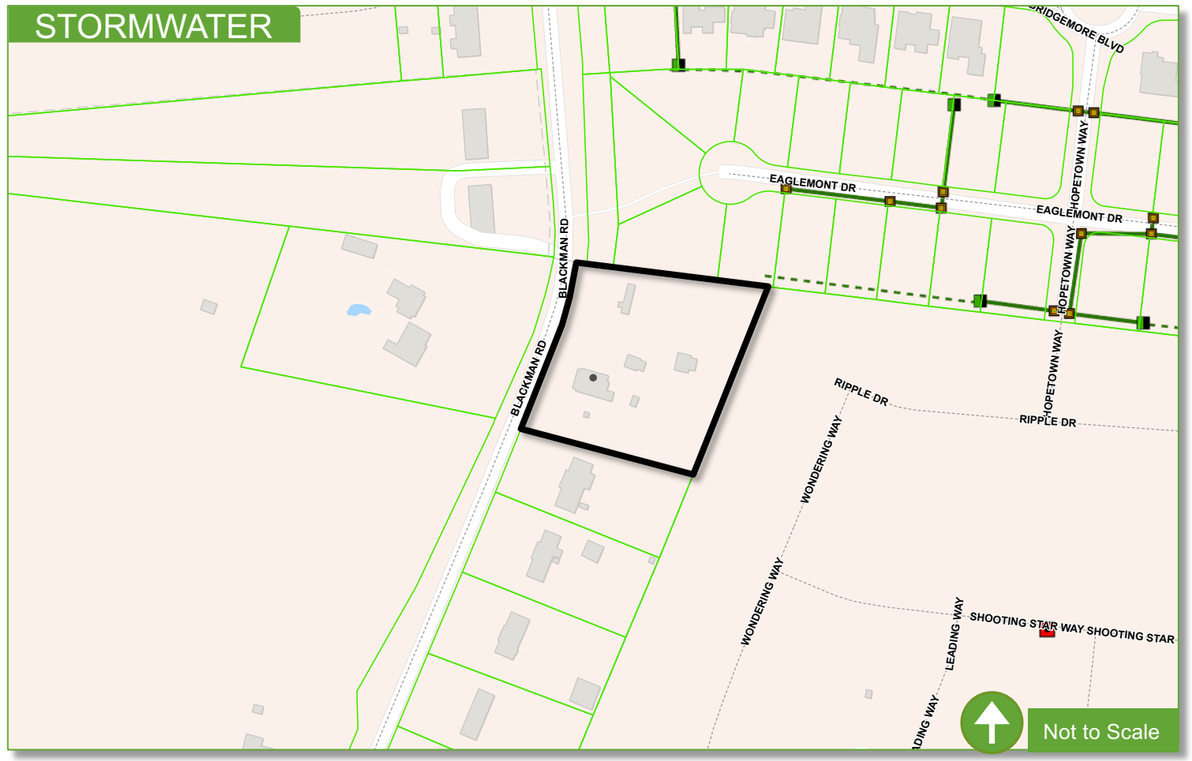
Site boundary

Map Summary

The property is generally flat with 0’-2’ of fall from a south-to-north direction.

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STORMWATER



Legend

Construction

Collection

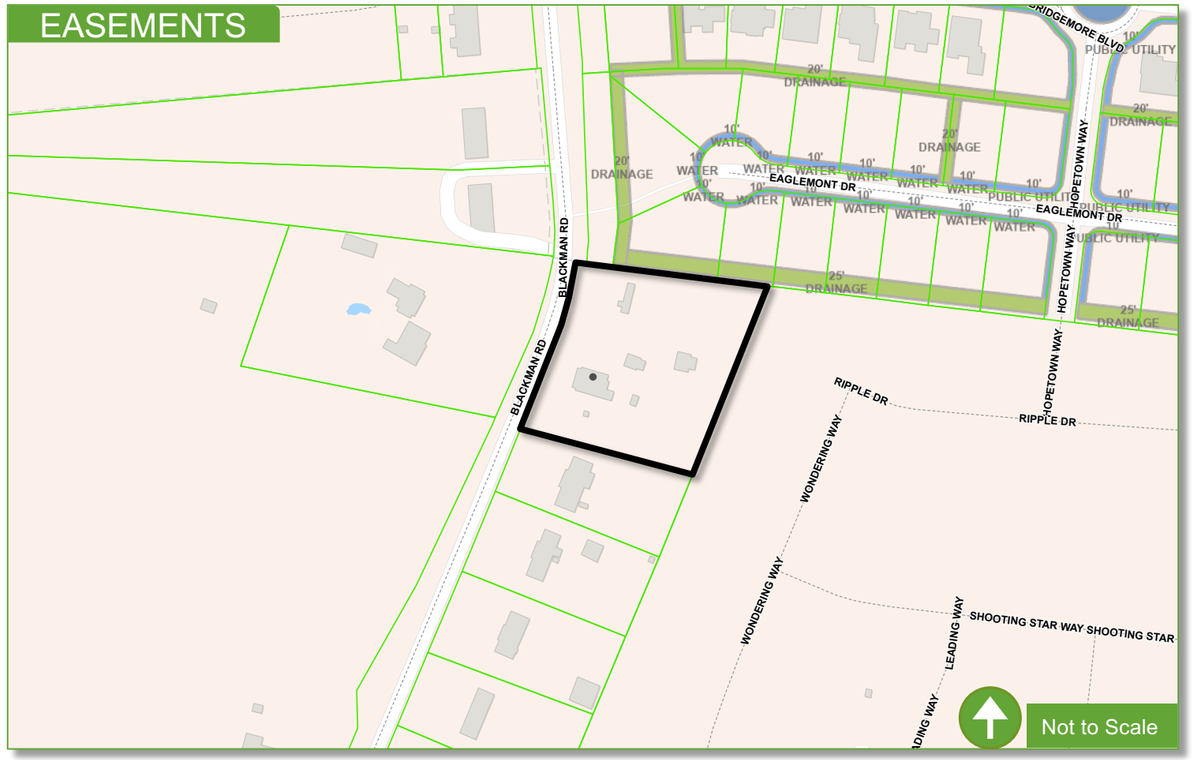
Open Channel

Site boundary

Map Summary

- Stormwater will be managed using a detention pond located in the Northern area of the property.

EASEMENTS



Legend

Water Easement

Drainage Easement

Sidewalk Easement

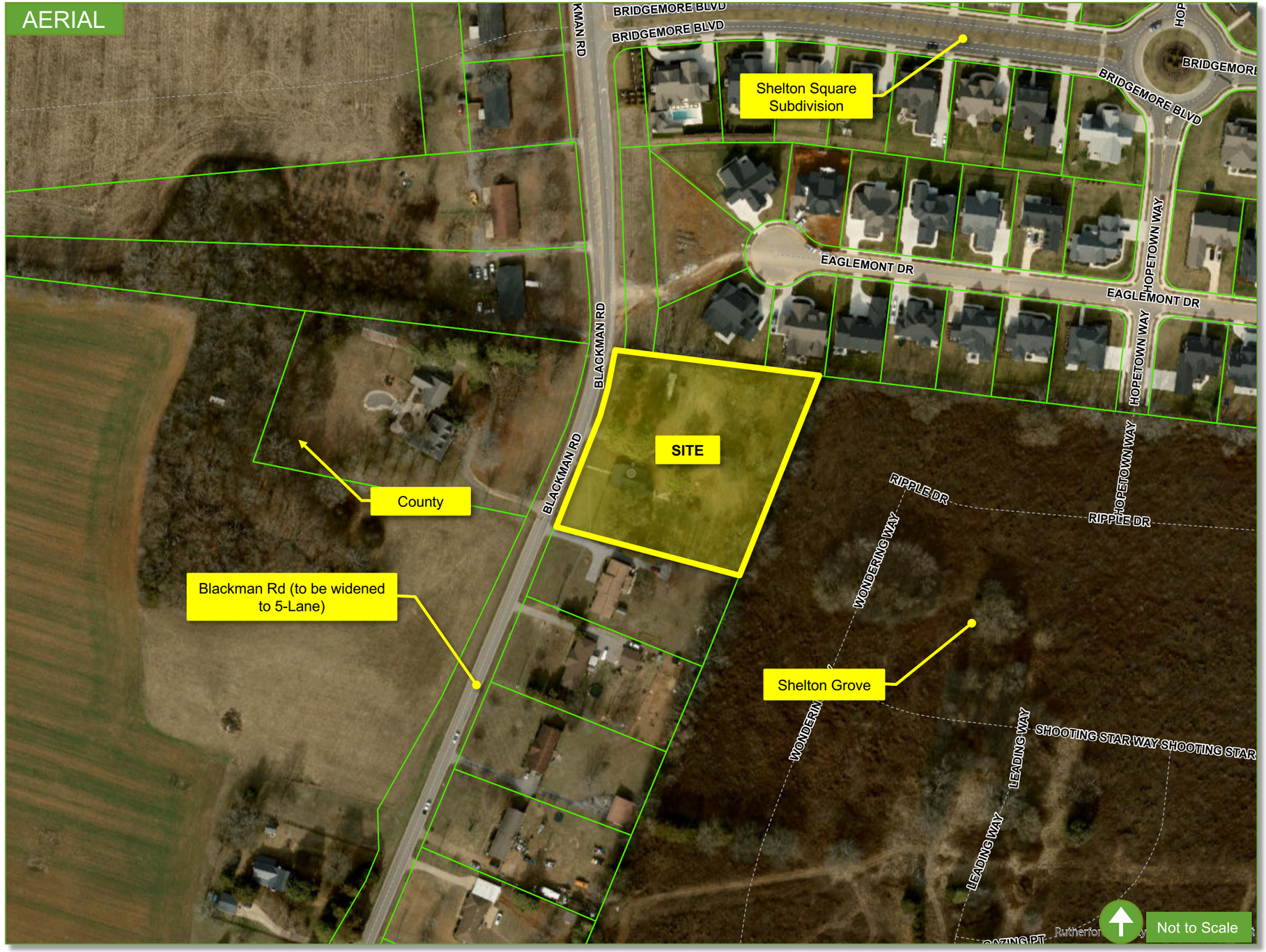
Site boundary

Map Summary

- There are no easements currently affecting the property.

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AERIAL

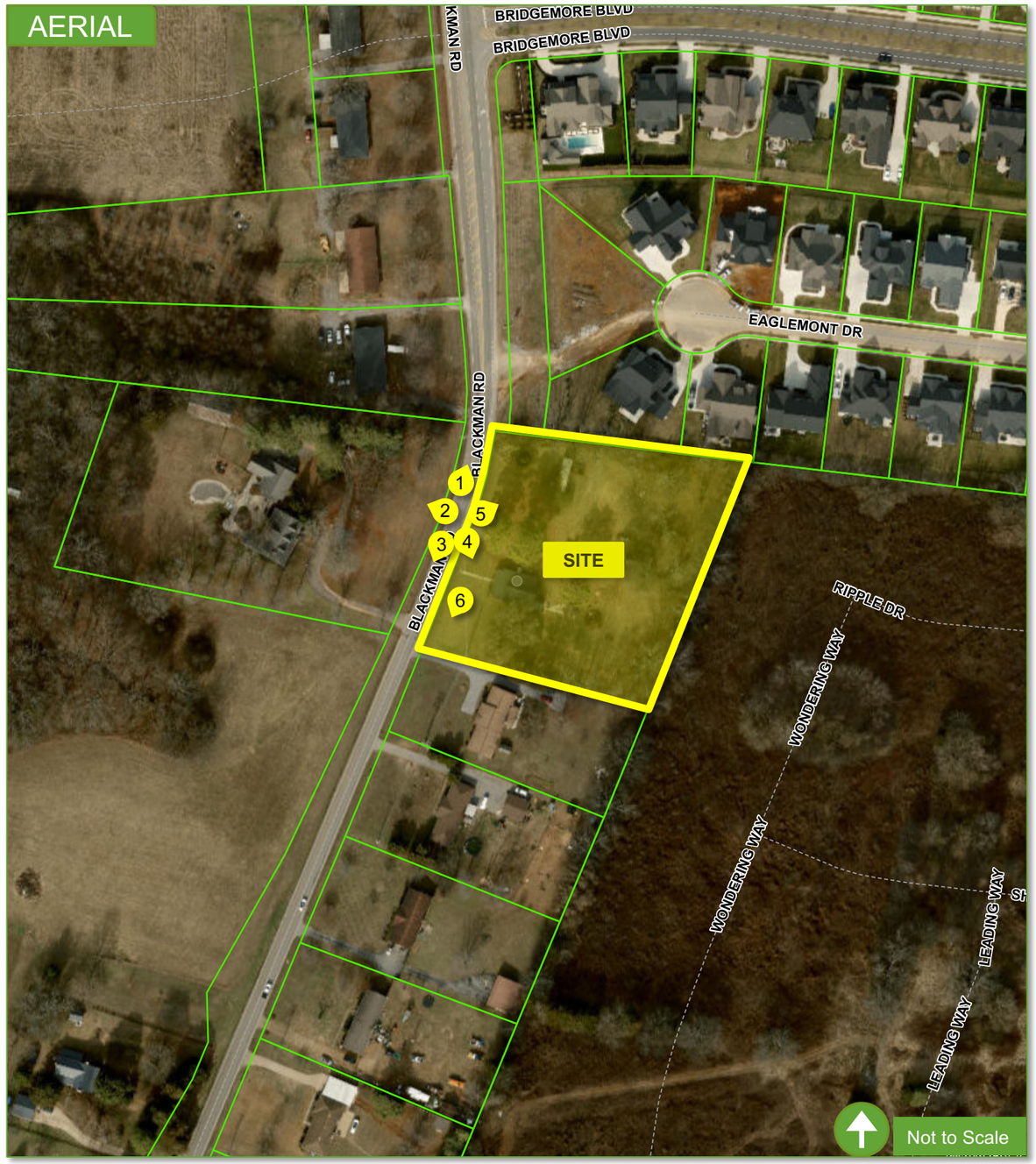


Map Summary

The subject property is located north of Interstate 840 and north of the Blackman road improvements. Located north of the Shelton Square subdivision. The property to the east is a single-family home on large acreage. To the south is a single-family home on .70 acres. To the East is the Shelton Grove PUD.

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AERIAL















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SITE PLAN



SITE DATA	
Total SF	89,733 +/- sf
Total Acreage	2.06± acres
Building SF	14,000 sf
PARKING	
Total Parking	63 spaces
PARKING RATIO	
Parking Ratio	1 per 222 sf
SETBACK	
Front	42 ft
Side	10 ft
Rear	20 ft

Parking Summary

A developer plans to build a 14,000-square-foot, single-story commercial building. The project, developed in one phase, will provide 63 parking spaces. The space is designed for two tenants. Cross access will be established to the southern property, and additional right-of-way will be set aside for future Blackman Road expansion.

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Building Front Elevation



Developmental Standards

- The structure will have a combination of brick and stone.
- Telecommunication equipment will be located at the rear of the building.
- AC units will be located at the rear of the building.
- A private hauler will provide solid waste disposal service.
- A monument signage is currently being proposed for development.
- All sides of the buildings must be within 150’ reach for the Fire Dept.

Building Elevations Materials

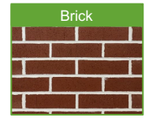
Front Elevation:	Brick & Stone
Side Elevations:	Brick & Stone
Rear Elevations:	Brick & Stone
Alternate Materials:	Enhanced trim Package (metal)

*Different colors, cuts and patterns will be allowed

Cultured Stone



Brick



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OPEN SPACE PLAN



Play Lawn

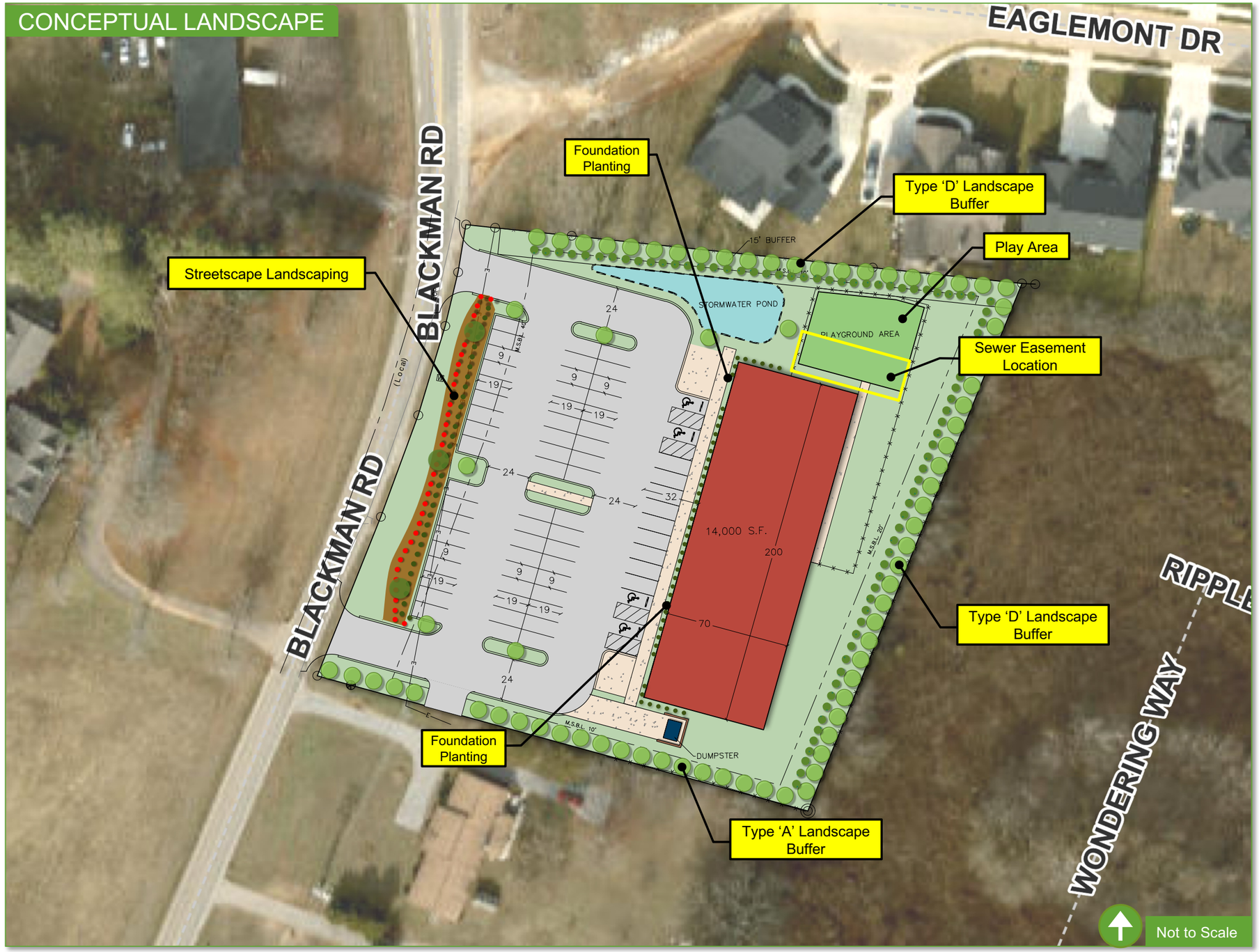
Map Summary

- There will be a fenced-in playground area for childcare purposes.
- The North and east sides of the property will have a Type “C” buffer. The south side will receive a Type “A” buffer when the parking is constructed, with screening landscaping.

OPEN SPACE REQUIREMENTS	
Overall Acreage	2.06 +/- AC
Common Open Space Required	0.31 +/- AC (*15% of gross acreage*)
Common Open Space Provided	1.74 +/- AC (*85% of gross acreage*)
Usable Open Space Required	0.62 +/- AC (*30% of gross acreage*)
Usable Open Space Provided	0.79 +/- AC.

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CONCEPTUAL LANDSCAPE

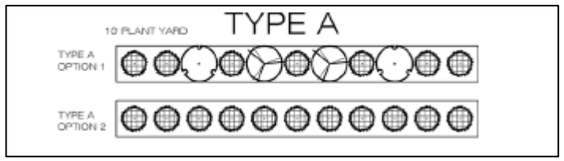


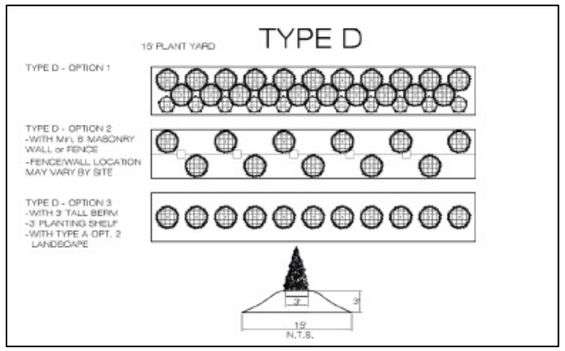
Map Summary

- The developer will provide landscape buffers between the subject property and existing homes on the north, east, and southern property lines.
- Layered landscaping with evenly spaced trees will be provided to screen the parking lot from Blackman Road.
- Landscaping will screen the property from Blackman Road. Foundation planting will be provided.
- A recorded Hold Harmless agreement will be required for the playground equipment inside the sewer easement

Buffer Tree Example





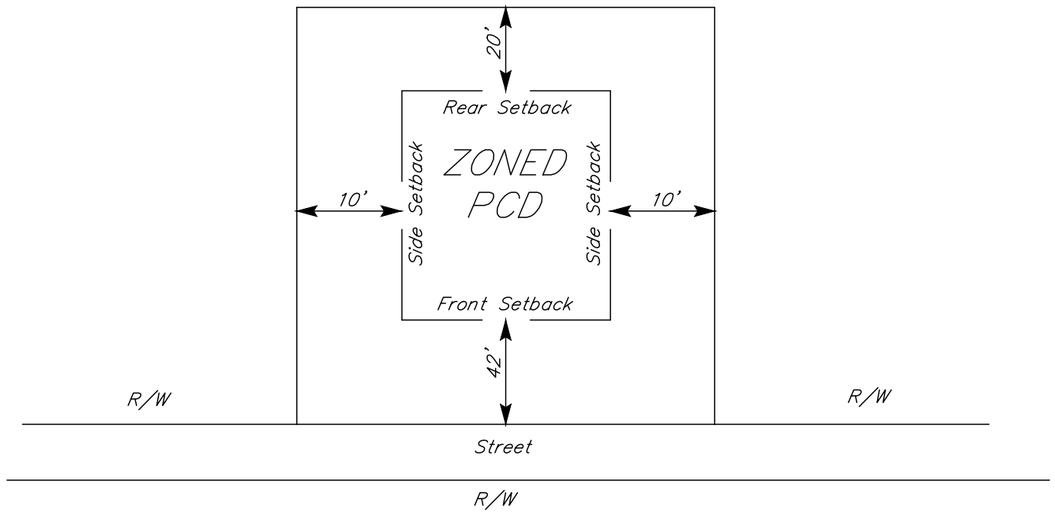


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LAND USE PARAMETERS AND BUILDING SETBACKS			
ZONING (COMPARABLE VS PROPOSED)	COMPARABLE (CF)	PROPOSED	DIFFERENCE
MINIMUM EXTERNAL SETBACK REQUIREMENTS			
MINIMUM FRONT SETBACK (FT.)	42	42	-
MINIMUM SIDE SETBACK (FT.)	10	10	-
MINIMUM REAR SETBACK (FT.)	20	20	-
MAX HEIGHT (FT.)	45	45	-

Setback Information

ZONING: PCD
CF = Professional Office/ Childcare
FRONT SETBACK: 42'
SIDE SETBACK: 10'
REAR SETBACK: 20'



TYPICAL BUILDING SETBACK DETAIL

N.T.S.

PROPOSED ALLOWABLE USES COMMERCIAL
Amusements, Commercial Indoor
Animal Grooming Facility
Antique Mall
Antique Shop <3,000 sq. ft.
Art or Photo Studio or Gallery
Bakery, Retail
Bank, Branch Office
Barber or Beauty Shop
Beer, Packaged
Book or Card Shop
Business School
Business and Communication Service
Catering Establishment
Clothing Store
Commercial Center
Convenience Sales and Service, maximum 5,000 sq. ft. floor area
Delicatessen
Department or Discount Store
Dry Cleaning
Dry Cleaning Pick-Up Station
Financial Service
Fitness/ Health Club Facility < 5,000 SF
Fitness studio/ personal instruction ≤5,000 SF
Flower or Plant Store
Ice Kiosk, Automated
Interior Decorator
Janitorial Service
Karate, Instruction
Keys, Locksmith
Laboratories, Medical
Laboratories, Testing
Laundries, Self-Service
Movie Theater
Music or Dancing Academy
Offices
Optical Dispensaries
Personal Service Establishment
Pet Funeral Home
Pet Shops
Pharmacies

PROPOSED ALLOWABLE USES COMMERCIAL
Restaurant and Carry-Out Restaurant
Restaurant, Specialty
Restaurant, Specialty -Limited
Retail Shop, other than enumerated elsewhere
Specialty Shop
Veterinary Office
Veterinary Clinic
Video Rental
INSTITUTIONS
Adult Day Care Center
Day-Care Center
Museum
Park
Philanthropic Institution
Public Building[13]
Recreation Field[13]
Senior Citizens Center
TRANSPORTATION AND PUBLIC UTILITIES
Post Office or Postal Facility

Prohibited Uses - Commercial

- All Drive-Throughs
- Gasoline and Fuel Sales
- Retail Shop: Tobacco, Vape, Dispensary
- Tattoo Parlor
- Liquor Store
- School, Public or Private, Grades K-12

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City of Murfreesboro General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: Shown in pattern book on pages 3-8.
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; Shown in pattern book on pages 9-10.
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; Shown in pattern book on Page9 .
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; Shown in pattern book on Page 11.
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; Not Applicable in this situation.
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); Not applicable in this situation.
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; Shown in pattern book pages .
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating: (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; Development will be constructed in single phase.
9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; Not applicable in this situation.
10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed;
    - EXCEPTION 1:
11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; The project is not within any overlays.
12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; Not applicable in this situation.
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; Shown in pattern book on page 2.
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. Shown in pattern book on pages .
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: Shown in pattern book on page.

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

TRIP GENERATION MEMORANDUM

The trip generation potential for the proposed development was determined by utilizing trip generation equations in the Institute of Transportation Engineers' Trip Generation – 10th Edition (2017). Table 1 shows the project uses and trip generation calculations developed for these analyses.

Table 1
Trip Generation Equations
Commercial PCD
2704 Blackman Road
Murfreesboro, Tennessee

Use	Magnitude (X)	Daily Trips (T)	AM Peak Hour Trips (T)	PM Peak Hour Trips (T)
Medical – Dental Office Building	X = 4 (4,000 SF)	T = 38.42 (X)-87.62 T = 66 50% Enter/50% Exit 33 Enter/33 Exit	Ln (T)=0.89 Ln (X)+1.31 T = 13 78% Enter/22% Exit 10 Enter/3 Exit	T = 3.39(X)+2.02 T = 16 28% Enter/72% Exit 5 Enter/11 Exit
Day Care Center	X = 10 (10,000 SF)	T = 47.62 (X) T = 475 50% Enter/50% Exit 237 Enter/238 Exit	T = 11.00 (X) T = 110 53% Enter/47% Exit 58 Enter/52 Exit	T = 11.12 (X) T = 111 47% Enter/53% Exit 52 Enter/59 Exit
TOTAL		T = 541 270 Enter/271 Exit	T = 123 68 Enter/55 Exit	T = 127 57 Enter/70 Exit

The site layout for this project has been designed to allow for right-of-way dedication necessary for Blackman Road. The developer will provide normal fees in lieu of construction and/or improvements that are customary when developing along a substandard road.

It is worth noting that this property is north of the City's Burnt Knob Road/Manson Pike at Blackman Road Intersection Improvements.

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 1, 2025

6:00 PM **CITY HALL**

MEMBERS PRESENT
Jami Averwater, Vice-Chair
Reggis Harris
Kelly G Rollins
Shawn Wright

STAFF PRESENT
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Stephen Anthony, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Vice-Chair Jami Averwater called the meeting to order.

2. Determination of a quorum.

Vice-Chair Jami Averwater determined that a quorum was present.

3. Public Comments.

Vice-Chair Jami Averwater announced that no one signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the September 17, 2025 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the September 17, 2025 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote.

Aye: Jami Averwater
Reggie Harris
Kelly G Rollins
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 1, 2025

Zoning application [2025-413] for approximately 2.06 acres located along Blackman Road to be zoned PCD (Shelton Plaza PCD) simultaneous with annexation, Ritesh Patel applicant. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Bill Huddleston (design engineer), Mr. Clyde Rountree (landscape architect), and Ms. Karrie Heideman (architect) were in attendance representing the application.

Mr. Clyde Rountree gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Vice-Chair Jami Averwater opened the public hearing.

Mr. Gerid Alexander, 5725 Eaglemont Dr. – opposes this development, stating it creates too much traffic, safety concerns, and light pollution near his home.

Vice-Chair Jami Averwater closed the public hearing

Mr. Bill Huddleston came forward to discuss traffic, stormwater, and lighting.

The Planning Commission discussed the proposed zoning request and agreed that a white vinyl fence should be included with the Type D buffer placed between this development and the existing residential properties.

Mr. Matthew Blomeley stated the applicant would need to provide a revised pattern book before it moves forward to City Council.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments as well as the requirement that the Type D buffer along the north and east property lines be Option 1 with a 6'-tall white vinyl privacy fence

minus shrubbery; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

Aye: Reggie Harris
Kelly G Rollins
Shawn Wright
Jami Averwater

Nay: None

Zoning application [2025-418] for approximately 0.29 acres located along East Burton Street and North Spring Street to be rezoned from RM-12 & CCO to OG-R & CCO, Brad Chambers applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Brad Chambers (applicant/developer) was in attendance representing the application.

Vice-Chair Jami Averwater opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Vice-Chair Jami Averwater closed the public hearing.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Reggie Harris
Kelly G Rollins
Shawn Wright
Jami Averwater

Nay: None

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83

ORDINANCE 25-OZ-37 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 2.06 acres along Blackman Road as Planned Commercial Development (PCD) District (Shelton Plaza PCD) simultaneous with annexation; Ritesh Patel, applicant [2025-413].

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 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, 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

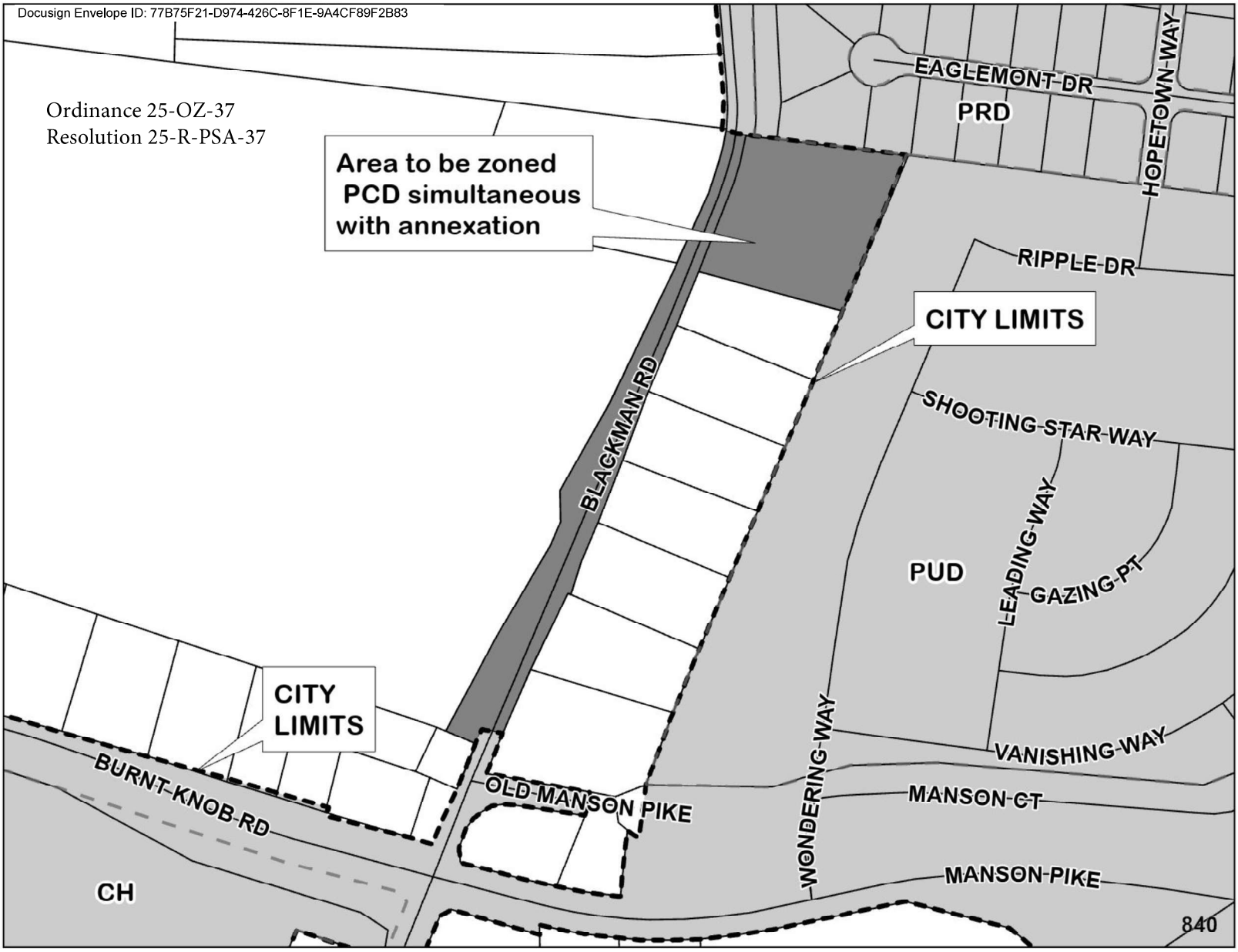
APPROVED AS TO FORM:

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

SEAL

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83



COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Rezoning property along East Burton Street and North Spring Street
[Public Hearing Required]

Department: Planning

Presented by: Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider rezoning approximately 0.29 acres located at the northwest corner of East Burton Street and North Spring Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this rezoning on October 1, 2025.

Background Information

Brad Chambers presented a zoning application [2025-418] for approximately 0.29 acres located at the northwest corner of East Burton Street and North Spring Street to be rezoned from RM-12 (Multi-Family Residential District 12) and CCO (City Core Overlay District) to OG-R (General Office - Residential District) and CCO. During its regular meeting on October 1, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish Strong City Brand

This rezoning will create a development opportunity in the downtown area, further establishing the downtown as a place to live, work, and play.

Improve Economic Development

This rezoning will allow the development of a residential and office development in the downtown area just north of the Public Square.

Attachments:

1. Ordinance 25-OZ-38
2. Maps of the area
3. Planning Commission staff comments from 10/01/2025 meeting

4. Planning Commission minutes from 10/01/2025 meeting
5. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS
OCTOBER 1, 2025
PROJECT PLANNER: HOLLY SMYTH

5.c. Zoning application [2025-418] for approximately 0.29 acres located along East Burton Street and North Spring Street to be rezoned from RM-12 & CCO to OG-R & CCO, Brad Chambers applicant.

The subject area is a 0.29-acre parcel identified as 113, 115, and 117 East Burton Street (also known as Tax Map 091K, Group F, Parcel 014.00). The existing parcel is currently zoned RM-12 (Residential Multi-Family District) and CCO (City Core Overlay District). The subject parcel has been vacant since 2019. A site plan for this property was approved several years ago for a new 3-story, three-unit townhome development. Under the current RM-12 zoning, the only commercial uses could be certain limited home-based businesses. The owner would like to have the potential ability to use the ground floor area for other commercial uses that would be allowed within the OG-R (General Office – Residential District) zone. Because the site is located within 750' of a public parking structure within the CCO, a 75% parking reduction is already allowed by right for commercial uses.

The study area is bordered by RM-12-zoned properties to the north and west, OG-R on the south side of East Burton Street, and RS-8 (Single-Family Residential District) and RM-12 along the east side of North Spring Street. The actual uses of these surrounding properties are mostly single-family dwellings that have been divided into multiple dwelling units.

Future Land Use Map

According to the *Murfreesboro 2035 Comprehensive Plan Future Land Use Map* May 2023 update, the "North Highland and Historic Bottoms Area Plans are located within the City Core Overlay District and establish appropriate future land use patterns within the downtown area and shall be utilized to shape land use policies and proposed development within the City Core Overlay areas". As such, the GIS land use map does not give any land use designations to these areas and instead incorporates the separate "Character Area" layers from those respective sub-area plans to be used to guide future land use decisions for the area.

The below future land use map excerpt shows the 2023 future land uses, the North Highland character areas, and the Main Street Revitalization Plan layers turned on to better understand the long-term vision for the area. This subject site is part of the future expanded downtown area because it is designated as "*Downtown/Central Business District*" within the North Highland Plan. The two applicable pages for this character area have been incorporated into this staff report for your reference. Envisioned uses include retail, restaurant, entertainment, office, residential, institutional, and civic uses in 2- to 6-story buildings in similar formats to the existing downtown core. There are no suggested zoning districts within the North Highland plan; however, most of the existing properties within this particular "character area" are zoned CBD, CH (Highway Commercial District), OG-R, or planned development with a smaller spattering of RM-12, RS-8, and H-I zones.

Based on the above listed policies, staff recommended the owner seek a zone change to OG-R to be consistent with the above discussed policies and to allow the mix of uses he desired.

Future Land Use Map Excerpt



Staff recommendation:

Staff is supportive of this rezoning request for the following reasons.

1) The OG-R zoning is consistent with the North Highland Avenue Planning Study's "Downtown/ Central Business District" character designation.
2) The requested zoning is consistent with the adjacent OG-R zoning in the area.
3) The OG-R designation will better accommodate a vertical mix of uses, consistent with an urban setting.

Action Needed

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission should conduct a public hearing and then formulate a recommendation for the Murfreesboro City Council.

Attachments:

Excerpts from the North Highland Avenue Planning Study
Ortho Zone Map
No-ortho Zone Map

Downtown / Central Business District Map

Downtown / Central Business Overview:

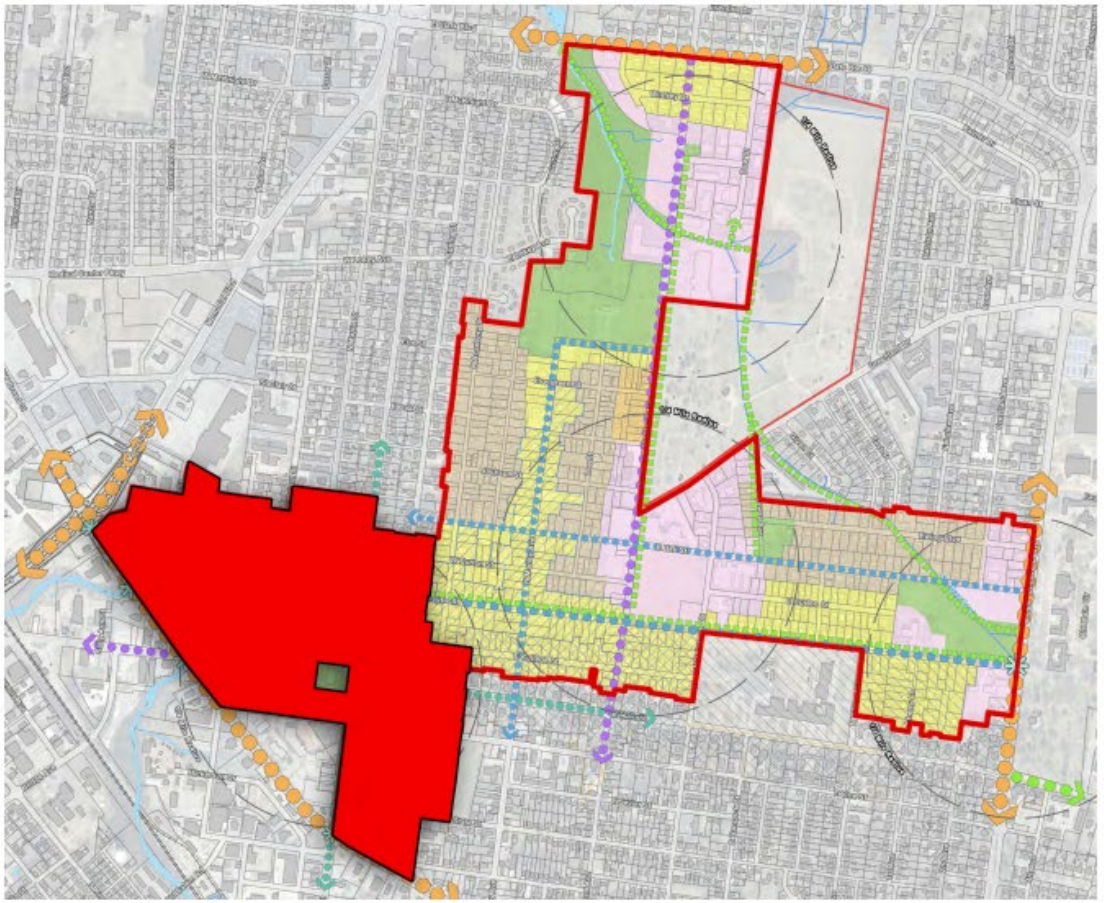
The downtown area in Murfreesboro has its focus on the square and the historic courthouse surrounded by mostly two-story buildings. The area has a historic feeling and a personal scale. However, the size of the existing downtown area is small in scale relative to the population of Murfreesboro. The ground floor use around the square is predominantly office space.

It would be beneficial to expand the area classified as downtown on current zoning maps. This includes expanding the downtown "feeling" to the northwest of the square and across N.W. Broad Street. It would also be good to capture more opportunities for a mixture of retail and restaurant establishments and residential housing opportunities in the expanded downtown area. Capturing residential development is important in providing a spectrum of housing opportunities that respond to the age and economic needs of Murfreesboro residents. Residential development also helps to drive the success of downtown retail and restaurant businesses.

The expanded downtown district needs to become a stronger destination point for visitors and tourists. The district could benefit from a stronger connection to MTSU and should seek to capture the current market demand for urban living and urban amenities.

As highlighted in the Murfreesboro 2035 Comprehensive Plan, growth should "Encourage infill development and redevelopment, which maximizes existing infrastructure, maintains the existing character of neighborhoods, and preserves a compact community form." The infill and redevelopment opportunities in the expanded downtown district serve to meet this goal.

Specific recommendations that have been discussed for achieving some of the redevelopment goals for the Downtown Central Business District include a possible tax increment financing district, flexibility in code requirements to help reinvestment in older buildings around the square (where possible) and creation of an Art and Entertainment district.

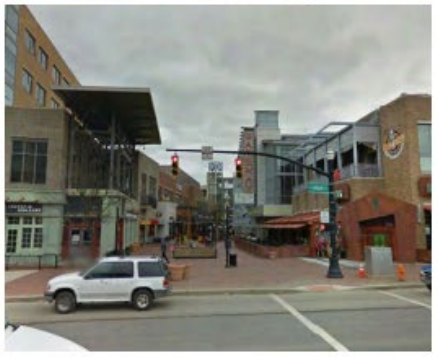


Downtown / Central Business District Images







Streetscape:
- *Wide Sidewalks (6-12 ft. min.) along public streets*
- *Street Trees (Appropriate Compact Urban Species)*
- *Formal On-Street Parking outdoor cafes, plazas, pocket parks, and street amenities encouraged*
- *Pedestrian scaled street lighting required*

Character Setbacks:
- *Mixed-use and commercial buildings are placed close to sidewalk*
- *Residential buildings have shallow setbacks*
- *Institutional buildings have setbacks appropriate to purpose*
- *Structured parking placed close to sidewalk with active uses at street level*

Use:
- *Retail/Restaurant/Entertainment*
- *Office*
- *Residential (Multi-family, Single-family Attached)*
- *Institutional/Civic*
- *Structured Parking*

Building Design:
- *Greater emphasis on building design and materials*
- *Encourage materials consistent with existing downtown character*
- *Require a high percentage of door and window area on front facades*

Landscaping & Screening:
- *Allow for greater amount of impervious surface permitted*
- *Service areas, garage collection and utility boxes and connections provided at the rear of buildings*
- *Greater emphasis on hardscape details*
- *Less emphasis on foundation plantings*
- *Encourage a high level of detail in public spaces (Plazas, Pocket Parks, Streetscapes)*

Height:
- *2 Story encouraged*
- *4 stories maximum without residential use*
- *6 stories maximum with density bonus for including residential*

Parking & Access:
- *Parking located behind or below buildings*
- *Access primarily from secondary streets and/or alleys*
- *Central parking garages utilized*



City of MURFREESBORO TENNESSEE

Zoning request for property along East Burton Street and North Spring Street RM-12 and CCO to OG-R and CCO

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



City of MURFREESBORO TENNESSEE

Zoning request for property along East Burton Street and North Spring Street RM-12 and CCO to OG-R and CCO

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

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

Creating a better quality of life

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

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

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

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

To be completed by applicant:

APPLICANT: Brad Chambers

Address: 827 River Rock Blvd. City/State/Zip: Murfreesboro, TN 37128

Phone: (615) 785-1511 E-mail address: [redacted]

PROPERTY OWNER: Brad Chambers

Street Address or
property description: **113 & 117 E. Burton St. Murfreesboro TN 37130**

and/or Tax map: #091K Group: F Parcel (s): 014.00

Existing zoning classification: Rm-12

Proposed zoning classification: OG-R Acreage: 0.29

Contact name & phone number for publication and notifications to the public *(if* different from the applicant):Brad Chambers – (615) 785-1511

E-mail: [redacted]

APPLICANT'S SIGNATURE (required): Brad Chambers

DATE: 8/4/25

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

Date received: **MPCYR.:** **MPC#:**

Amount paid: **Receipt #:**

Revised 7/20/2018

Brad Chambers
Zone Change From RM-12 to OG-1R



MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 1, 2025

6:00 PM **CITY HALL**

MEMBERS PRESENT
Jami Averwater, Vice-Chair
Reggis Harris
Kelly G Rollins
Shawn Wright

STAFF PRESENT
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Stephen Anthony, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Vice-Chair Jami Averwater called the meeting to order.

2. Determination of a quorum.

Vice-Chair Jami Averwater determined that a quorum was present.

3. Public Comments.

Vice-Chair Jami Averwater announced that no one signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the September 17, 2025 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the September 17, 2025 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote.

Aye: Jami Averwater
Reggie Harris
Kelly G Rollins
Shawn Wright

Nay: None

minus shrubbery; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

Aye: Reggie Harris
Kelly G Rollins
Shawn Wright
Jami Averwater

Nay: None

Zoning application [2025-418] for approximately 0.29 acres located along East Burton Street and North Spring Street to be rezoned from RM-12 & CCO to OG-R & CCO, Brad Chambers applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Brad Chambers (applicant/developer) was in attendance representing the application.

Vice-Chair Jami Averwater opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Vice-Chair Jami Averwater closed the public hearing.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Reggie Harris
Kelly G Rollins
Shawn Wright
Jami Averwater

Nay: None

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83

ORDINANCE 25-OZ-38 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.29 acres located along East Burton Street and North Spring Street from Residential Multi-Family Twelve (RM-12) District and City Core Overlay (CCO) District to General Office – Residential (OG-R) District and City Core Overlay (CCO) District; Brad Chambers, applicant, [2025-418].

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 General Office – Residential (OG-R) District and City Core Overlay (CCO) 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

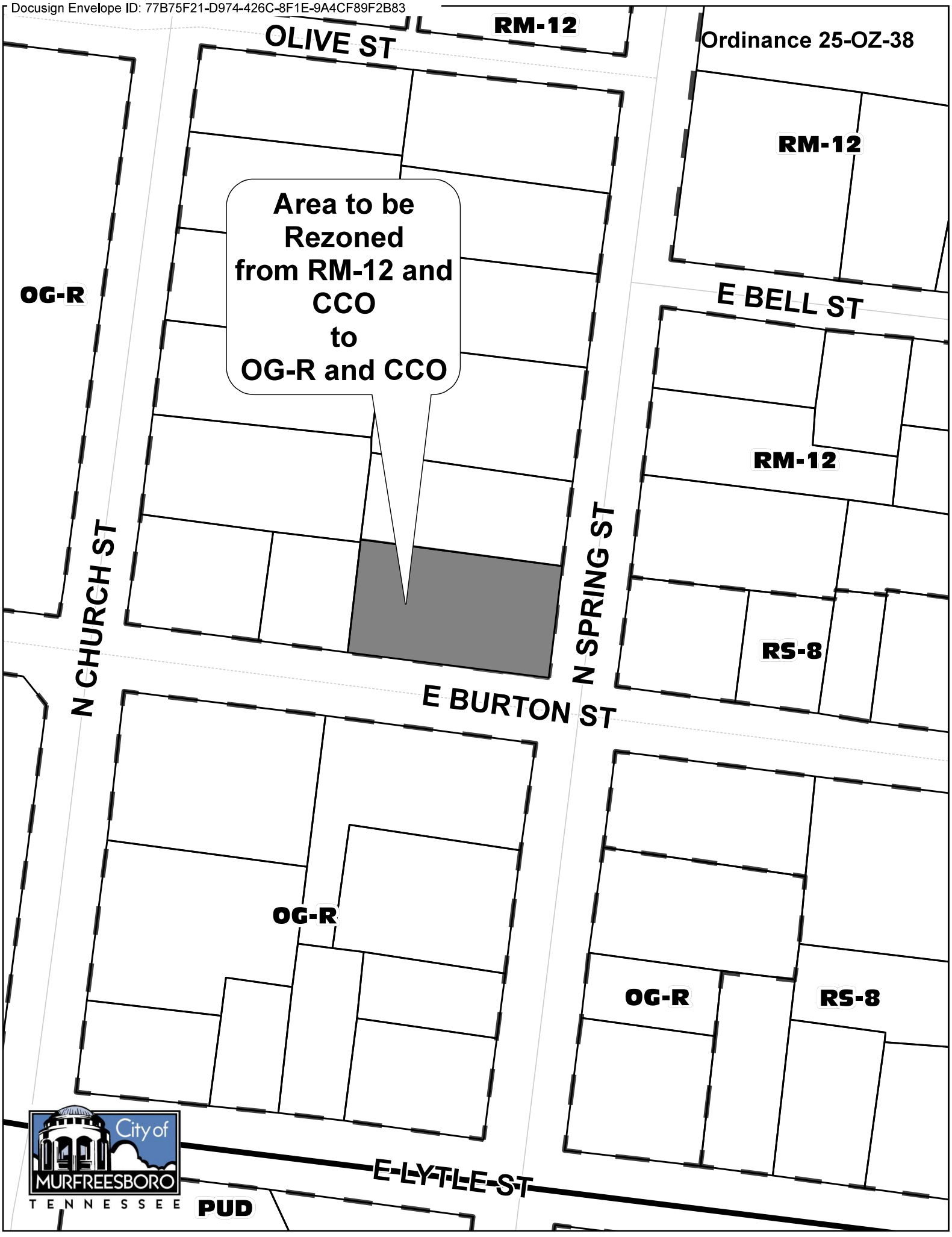
APPROVED AS TO FORM:

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

SEAL

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COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Rezoning property along Bridge Avenue and New Salem Highway [Public Hearing Required]

Department: Planning

Presented by: Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider rezoning approximately 6.12 acres located along the south side of Bridge Avenue and along the west side of New Salem Highway.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this rezoning on October 1, 2025.

Background Information

WeGo Public Transit presented a zoning application [2025-420] for approximately 0.72 acres located along the south side of Bridge Avenue to be rezoned from RS-10 (Single-Family Residential District 10) to PND (Planned Institutional District) and to amend the existing PND zoning on approximately 5.4 acres located along the east side of New Salem Highway and along the south side of Bridge Avenue. During its regular meeting on October 1, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish Strong City Brand

Public transit is an important transportation option for many residents in urban areas and a necessity for many citizens, and this application will help facilitate public transit opportunities in Murfreesboro, adding to the robust quality of life enjoyed by its residents.

Expand Infrastructure

This rezoning application will create an opportunity to add to Murfreesboro's growing public transit system, partnering with Nashville's WeGo bus transit system to create opportunities for Murfreesboro residents to travel to and from Nashville and vice versa.

Attachments:

1. Ordinance 25-OZ-39

2. Maps of the area
3. Planning Commission staff comments from 10/01/2025 meeting
4. Planning Commission minutes from 10/01/2025 meeting
5. Transit Center PND amended pattern book
6. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS - OCTOBER 1, 2025
PROJECT PLANNER: HOLLY SMYTH

5.d. Zoning application [2025-420] for approximately 0.72 acres located along Bridge Avenue to be rezoned from RS-10 to PND and to amend the existing PND zoning (Transit Center PND: #2021-413) for approximately 5.4 acres located along New Salem Highway and Bridge Avenue, WeGo Public Transit applicant.

The first element of this zoning request pertains to the 0.72-acre parcel identified as 725 Bridge Avenue (also known as Tax Map 102B, Group B, Parcel 020.00), which was previously developed with a church. The existing parcel is now vacant and is zoned RS-10 (Single-Family Residential District). The WeGo transit group has been working with the City Transportation Department for a few years on being allowed to utilize the City's adjacent transit center for their buses during the City's open hours and construct a park and ride parking lot adjacent to the transit center. During the City's construction of the transit facility, in-field adjustments were made during construction to account for tie-ins to this adjacent site. This parcel is proposed to be rezoned from RS-10 to PND (Planning Institutional District).

Because the City's Zoning Ordinance does not allow stand-alone parking lots within the City, staff has recommended that the applicant amend the City's Transit Center PND zoning to include the adjacent Park and Ride facility. This will allow for the zoning to be tailored to the specific institutional use being proposed that is tied to the overall use of the transit center with both properties being able to be separately owned. The City's Transit Center is on approximately 5.4 acres fronting on New Salem Highway, and the PND zoning on this 5.4 acres is proposed to be amended. If approved, the total area zoned as a part of the Transit Center PND would be 6.12 acres.

At this time, the critical pages of the program book discussed below have been updated and may still need minor tweaks. The remainder of the program book pages are being modified with updated text and photo information to include both sites that will be finalized prior to City Council public hearings. Site Plan application #2025-3108 has been submitted for the WeGo site for Planning Commission consideration at their October 15, 2025 meeting contingent upon City Council adoption of the zone change.

Adjacent Zoning and Land Uses

Surrounding zoning is CH (Highway Commercial District) to the east and northeast, H-I (Heavy Industrial District) to the south, CF (Commercial Fringe District) to the east,, RM-16 (Multi-Family Residential District) to the east across New Salem Highway, and RS-10 across Bridge Avenue to the north. The surrounding land uses include an HVAC contractor to the east, single-family dwellings to the north along both sides of Bridge Avenue, a church directly to the west, various industrial uses to the south, and the City's public safety training center to the east across New Salem Highway.

Proposed PND

The proposed park and ride development will complement the City of Murfreesboro Public Transit Center which contains the City's passenger transit station, bus shelters, public restrooms, an administrative building, and a bus maintenance building. The passenger transit station is located along the interior of the bus loop, with a central building that was enclosed and open covered seating/waiting area, ticket sales, and restrooms. Canopies are installed along the bus loading/unloading areas to mitigate exposure to the elements. A stub sidewalk was constructed with the City's site to allow for easy tie-in for pedestrians from the anticipated park and ride facility. The park and ride facility will only contain parking areas, landscaping, lighting, security cameras, and sidewalks with no buildings.

The key pages in the program book that focus on the new park and ride facility are the following:

- Page 12 contains the overall conceptual Site & Landscape Plan
- Page 31 regarding pedestrian, vehicular, and bus circulation
- Page 32 regarding landscaping
- Pages 33-34 regarding exceptions, which include
  - Removing interior perimeter planting yard and screening requirements between the two parcels in exchange for larger planting yards along Bridge Avenue
  - Removing the maximum 0.5 footcandles limit at the shared internal property lines.
  - Allowing the open space calculations to be tabulated as one combined area rather than each parcel separately.

Transportation Improvements & Circulation

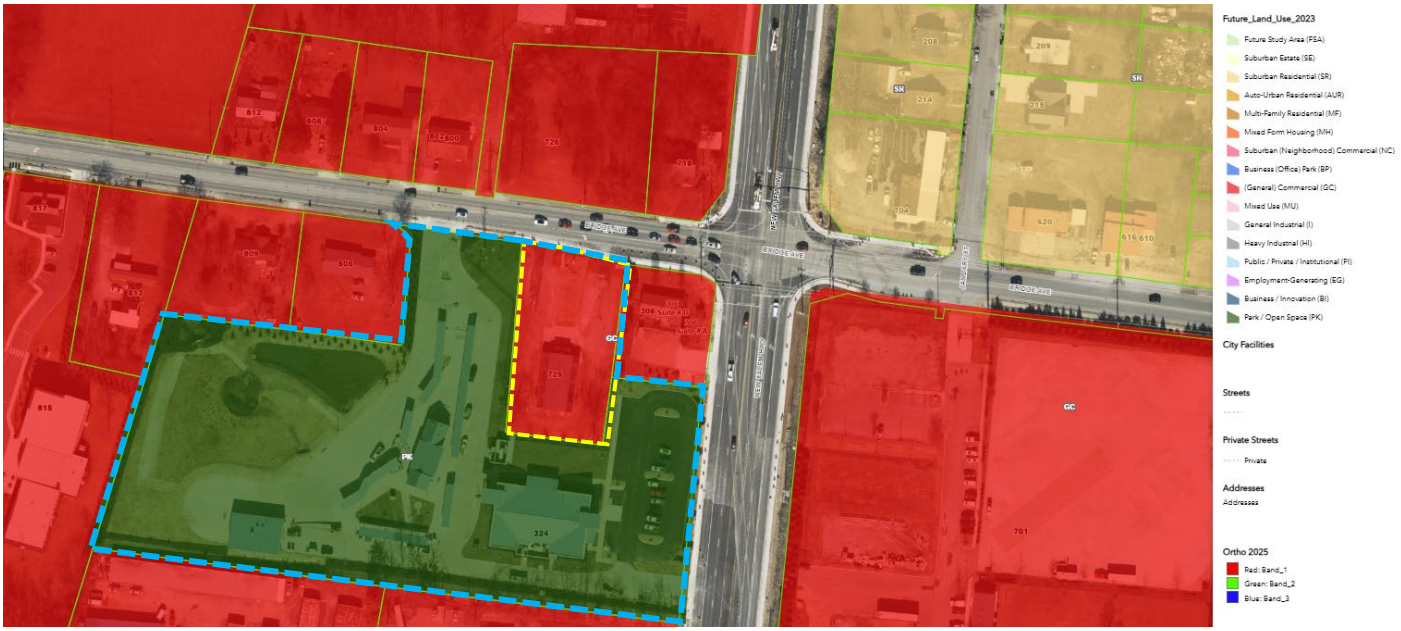
When the WeGo project site was occupied by the church, there were two (2) points of access to Bridge Avenue (designated as a "Commercial Collector" street) with full ingress/egress. With the newest improvements to New Salem Highway by TDOT, (designated as a "Major Arterial" street) only one (1) point of access will likely be allowed due to the new right-turn lane abutting the site.

Bridge Avenue is currently built as a two-lane roadway with a center turn lane, and a new eastbound right-turn lane. The New Salem Highway widening project from a 3-lane roadway to a 5-lane roadway, from Middle Tennessee Boulevard/West Molloy Lane to Highway 96/Old Fort Parkway, was just completed in 2025.

Future Land Use Map

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the 0.72-acre parcel in question develop with a *General Commercial* character (see excerpt from the future land use map below). This classification is an auto-urban use that has a dominance of buildings and surface parking relative to landscaped or unimproved areas. This character type is most commonly associated with a highway-oriented commercial or business strip. Auto-Urban/General Commercial uses include high-intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Significant portions of development sites devoted to vehicular access drives, circulation routes, surface parking, and loading/delivery areas, making pavement the most prominent visual feature. Buildings are typically set back toward the rear of a site to accommodate expansive parking areas in front, closest to passing traffic.

Future Land Use Map Excerpt



The comprehensive plan calls out CH, GDO, and PCD as existing zoning districts that are compatible with this designation. Floor Area Ratio between 0.35 to 0.50 are anticipated with up to two stories. In Staff's opinion, the proposed rezone of the park and ride side and amendment to the existing Transit Center PND is consistent with the Comprehensive Plan's *General Commercial (GC)* land use character because they are Planned Development zoning, the use benefits the entire community at the cross roads of a major intersection, the park and ride is a complementary use adjacent transit center facility, and both uses are compatible to surrounding neighborhoods GC designation.

Staff recommendation:

Staff is supportive of this rezoning request for the following reasons.

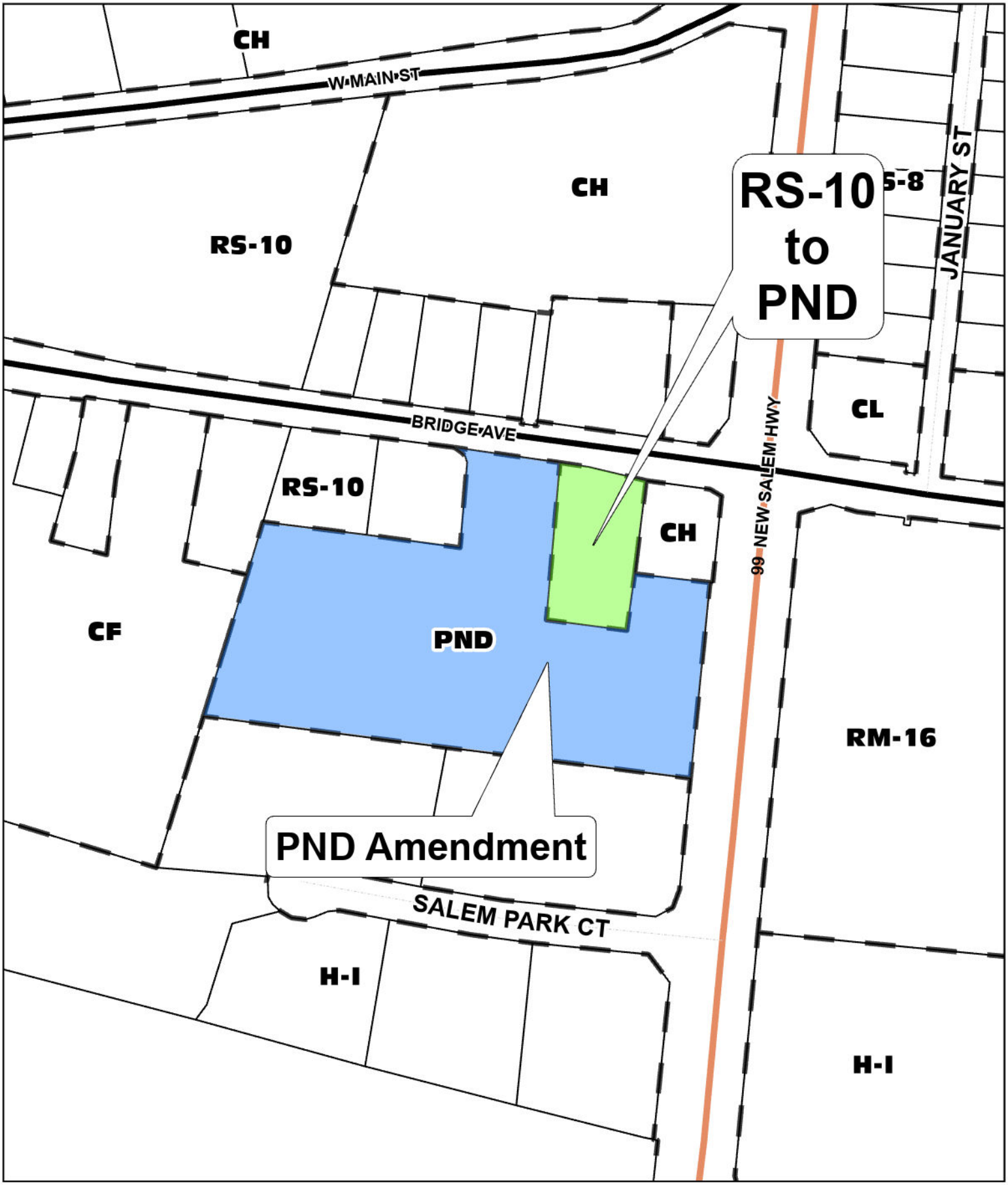
1) The PND ties the park and ride use to the adjacent Transit Center, which enhances commuter viability on WeGo transit between Murfreesboro and Nashville, as the WeGo transit service will be utilizing the City's bus hub.
2) By including park and ride in the Transit Center PND, the 2 uses are better integrated with each other.
3) The PND program book and site layout accounts for the best implementation of Crime Prevention Through Environmental Design (CPTED) policies.
4) The proposed use provides a needed service to the community.
5) It is compatible with the surrounding land uses.
6) It is consistent with the recommendations of the comprehensive plan to be a planned development.

Action Needed

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission should conduct a public hearing and then formulate a recommendation for the Murfreesboro City Council.

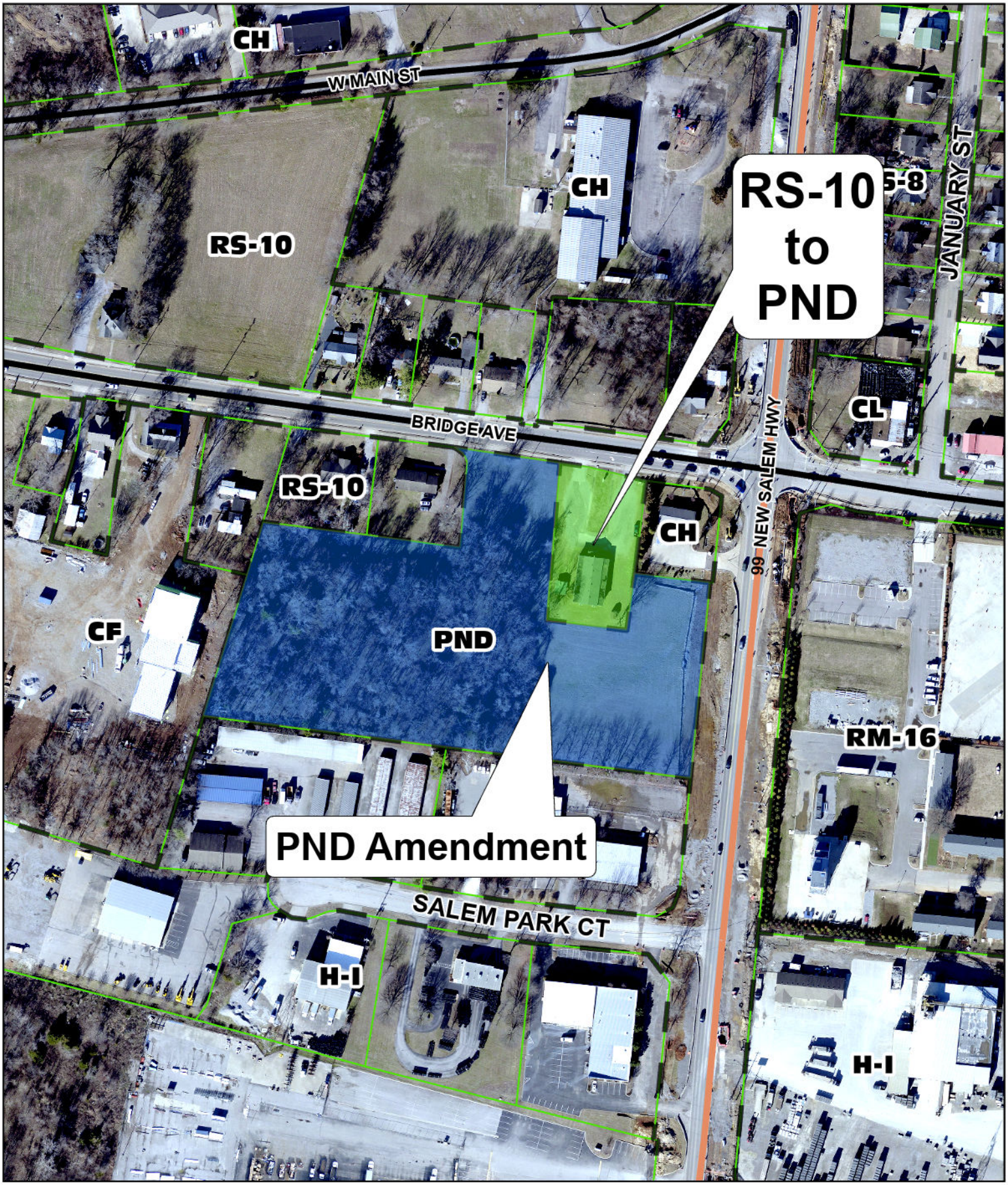
Attachments:

Ortho Zone Map
No-ortho Zone
Updated Program Book



Zoning request for property along Bridge Avenue & New Salem Highway RS-10 to PND

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



City of MURFREESBORO TENNESSEE

Zoning request for property along Bridge Avenue & New Salem Highway RS-10 to PND

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

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

Creating a better quality of life

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

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

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

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

To be completed by applicant:

APPLICANT: _____

Address: _____ City/State/Zip: _____

Phone: _____ E-mail address: [redacted]

PROPERTY OWNER: _____

Street Address or
property description: _____

and/or Tax map #: _____ Group: _____ Parcel (s): _____

Existing zoning classification: _____

Proposed zoning classification: _____ Acreage: _____

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

E-mail: _____

APPLICANT'S SIGNATURE (required): Kia Lewis

DATE: 8/13/25

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

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

Amount paid: **Receipt #:**

Revised 7/20/2018

Site Engineering Consultants

850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615)890-7901
www.sec-civil.com

Development Services – Planning
Holly Smyth, 615.893.6441, [redacted]

Transit Center PCD – Summary Revision Letter:

Cover Page

- Revised submittal date on cover

Page 3

- Revised Table to Contents Title from Major Thoroughfare Plan to Major Transportation Plan
- Revised Table to Contents Title from Zoning Map to Zoning Map & Land Use
- Added new sheet – Park & Ride Site Plan Layout

Page 4

- Adjust Aerial photos to current Ortho 2025 in Murfreesboro GIS
- Revised text based on staff comments

Page 5

- Revised text based on staff comments

Page 6

- Revised text based on staff comments
- Updated zoning map

Page 7

- Revised text based on staff comments

Page 9

- FEMA map has been confirmed.

Page 10 -11

- Update Site Photos per staff comments

Page 12

- Removed Decorative fence on the south end of the property. Black chain link fence was installed around the south-east side of the property.

- Added note to see site plan exhibit for additional parking lot on page 36.

Page 13

- Revised text based on staff comments
- Removed unused fence example photos and replaced with black chain-link fence photo.
- A staff comment requesting the minimum distance between parking and the New Salem ROW to be reduced to 0’ was inferred to be 10'.

Page 29

- Added 0’ internal setback line per staff comments.

Page 30

- Revised text based on staff comments
- Revised images to show additional context for Bridge Avenue Turn-Lane Dedication

Page 31

- Revised graphics based on staff comments to include sidewalk from park-and-ride
- Revised text based on staff comments

Page 33

- Revised text based on staff comments.

Page 34

- Revised text based on staff comments

Page 35

- Revised text based on staff comments

Page 36

- Sheet Added to show site plan for Park and Ride phase of the Transit Center

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901.

Sincerely,



Brian Grover, P.L.A.
SEC, Inc



City of MURFREESBORO TENNESSEE

TRANSIT CENTER

REQUEST FOR REZONING TO A PLANNED INSTITUTIONAL DEVELOPMENT (PND)
Murfreesboro, Tennessee

Initial Submittal
May 13, 2021

Resubmittal
June 11, 2021 for June 16, 2021
Planning Commission Workshop Meeting

Resubmittal
July 7, 2021 for July 14, 2021
Planning Commission Public Hearing

Resubmittal #4
August 20, 2021 for the September 2, 2021
City Council Public Hearing

Resubmittal #5
August 24, 2021 for the September 2, 2021
City Council Public Hearing #2021-413

Amendment - #2025-420 - Submitted
September 22, 2025 for the October 1, 2025
Planning Commission Public Hearing

Amendment - #2025-420 - Resubmitted
October 31, 2025 for the December 4, 2025
City Council Public Hearing

HDR

SEC, Inc.

SEC Project #13122

hedstrom LANDSCAPE ARCHITECTURE

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Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: [redacted]
Web: www.sec-civil.com

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

Company Name: City of Murfreesboro
Profession: Applicant
Attn: Jim Kerr
Phone: 615-893-6441
Email: [redacted]
Web: murfreesborotn.gov

111 West Vine Street
Murfreesboro, Tennessee 37130

Company Name: HDR Inc.
Profession: Architect,
Attn: Brandon Harvey
Phone: 629-288-7500
Email: [redacted]
Web: hdrinc.com

120 Brentwood Commons Way
Suite 525
Brentwood, TN 37027-2029

Company Name: Hedstrom
Profession: Landscape Architecture
Attn: Andrew Spatz
Phone: 865-329-0012
Email: [redacted]
Web: https://www.hedstromdesign.com/

110 West Magnolia Avenue
Knoxville, Tn 37917

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AERIAL PHOTOGRAPH

Not To Scale

New Salem Highway (Major Arterial)

Old Fort Parkway (Major Arterial)

Salem Park Court (Local Street)

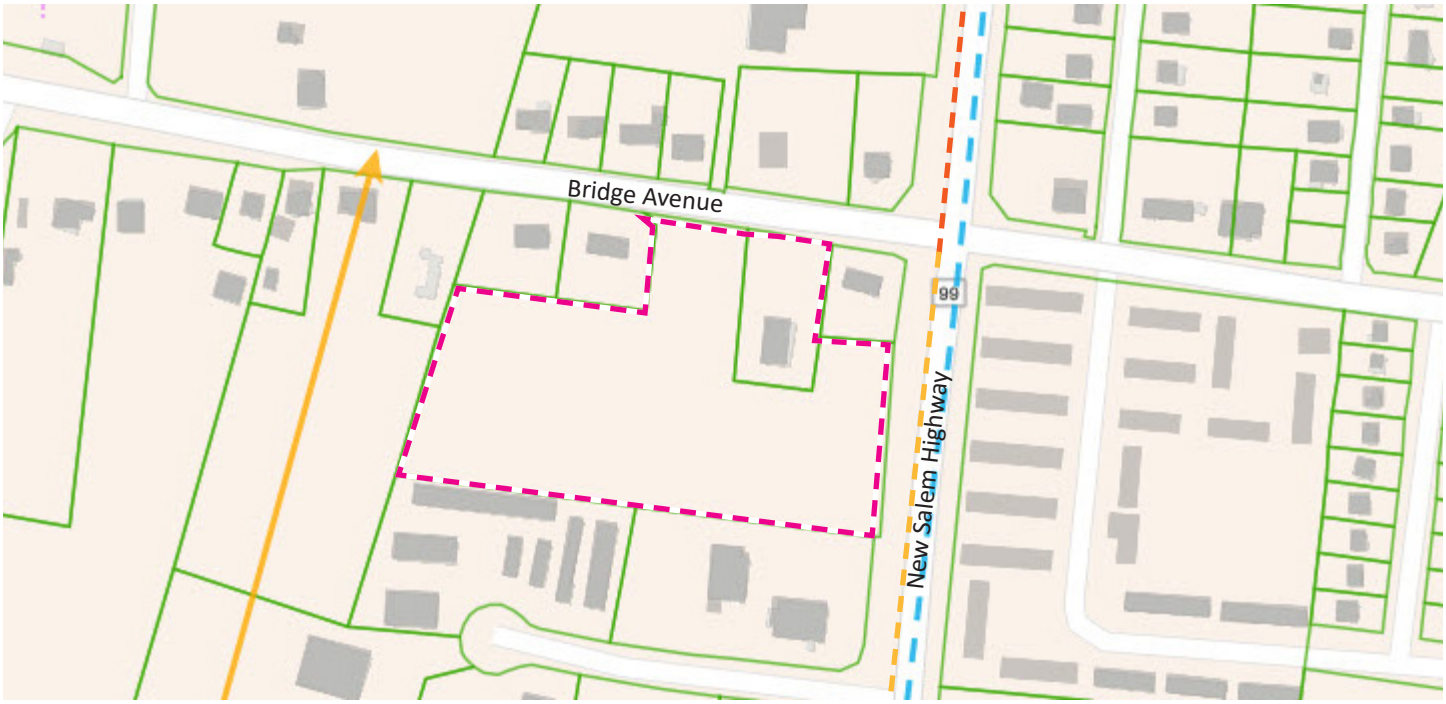
Bridge Avenue (Community Collector Designated Street)

Site Boundary

The City of Murfreesboro respectfully requests rezoning of the Donald Sonner Property and the Church of Christ property from Single Family Residential (RS-10) to a Planned Institutional Development (PND). The properties are located near the southwest quadrant of the Bridge Avenue and New Salem Highway intersection. The site is identified as Parcels 21.01 and 20.00 of Tax Map 102B Group B and is deeded for approximately 6.15 acres.

Request #2021-413:
The request for rezoning to PND is to create the City of Murfreesboro Transit Center. The proposed development shall consist of a public transit center, the City of Murfreesboro Transportation Administrative Building, and bus maintenance/washing building. The public transit center, located along the interior of the bus loop, is comprised of a covered seating/waiting area, ticket sales, and restrooms. Canopies shall be installed along the bus loading/unloading areas to mitigate exposure to the elements. Building elevations shall be a mix of brick, metal panels, and stone banding. Administration Building 1, Passenger Transit Station Building 2, and Bus Maintenance Building 3 have 3-foot planting beds along the foundation, except at doorways and walkways so as to not impede the vehicular or pedestrian circulation on the site. The New Salem Highway entrance shall incorporate signage constructed of masonry materials and anchored by landscaping. All open spaces will be maintained by the City of Murfreesboro/Owner.

Amendment #2025-420 Request:
The City of Murfreesboro respectfully requests an amendment to the previously approved Transit Center PND to incorporate the Church of Christ property along Bridge Avenue. The inclusion of this additional land will accommodate parking needs for a dedicated “Park & Ride” area that will be serviced by WeGo, the regional public transportation network providing bus service between Murfreesboro and Nashville.



MAJOR TRANSPORTATION PLAN

Not To Scale

- New Salem Highway Committed for 5-Lane Roadway
- Molloy Lane Re-alignment (Future) for 3-Lane Roadway
- Future Bike Lane (BL-18)
- Future Bike Route (BR-16)

Site Boundary

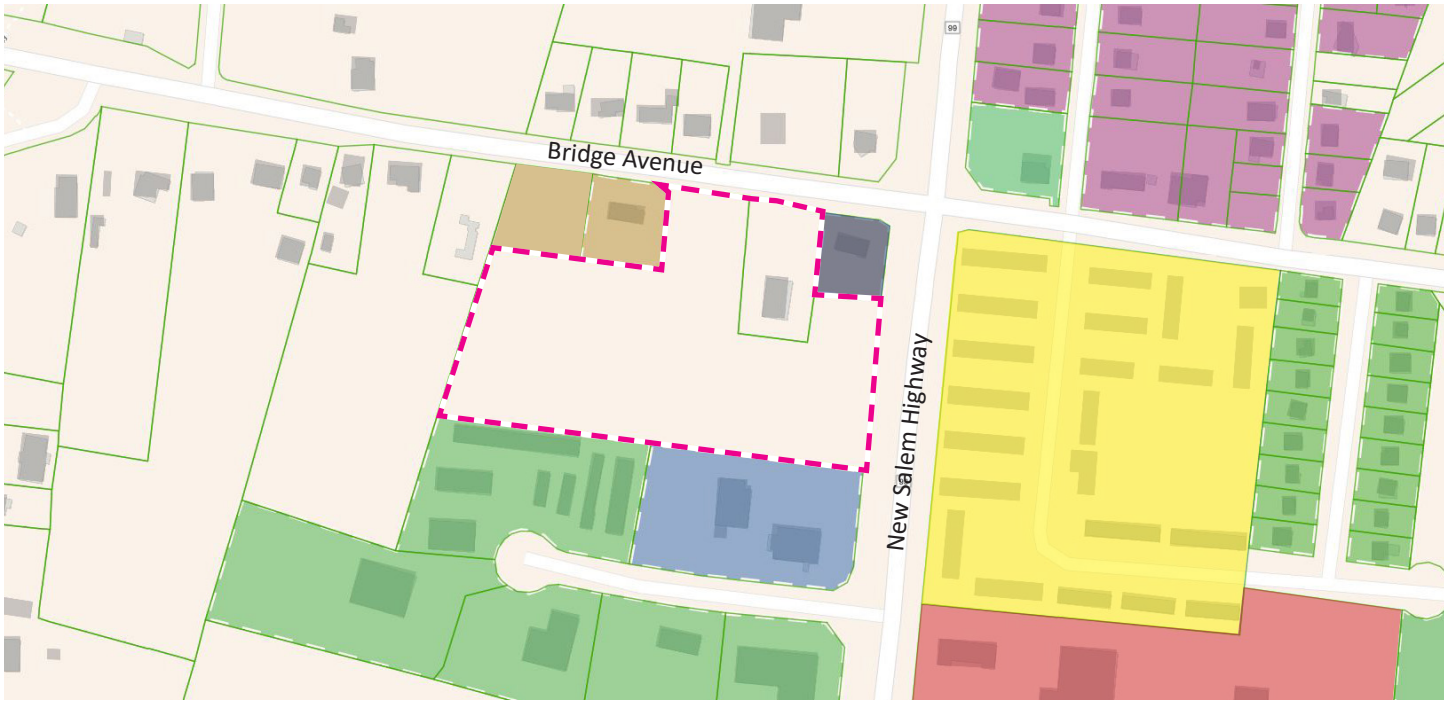
The property has access to the existing public rights-of-way of Bridge Avenue and New Salem Highway. Bridge Avenue is currently built as two-lane roadways with a center turn lane and short right turn lane. New Salem Highway recently completed the widening to a 5-lane roadway as outlined in the City of Murfreesboro's 2040 Major Transportation Plan.

Molloy Lane is located to the west of the development, and is slated to be re-aligned at some point in the future. Although not a committed roadway project, the realignment will shift Molloy Lane to the east and closer to the project. Molloy Lane will provide connectivity between Bridge Avenue and the planned overpass over Interstate 24 west to River Rock Boulevard.

GREENWAY, BLUEWAY, AND BIKEWAY PLAN

The Murfreesboro Greenway, Blueway, and Bikeway Master Plan shows Bike Route 16 (BR-16) along New Salem Highway. This bike path is proposed to start from the Urban Growth Boundary, terminate at Bridge Avenue, and is approximately 6.45 miles in length. Additionally, the Master Plan shows Bike Lane 18 (BL-18) along New Salem Highway. This bike lane is proposed to start from Bridge Avenue, terminate at Old Fort Parkway, and is approximately 0.28 miles in length. The proposed site plan will provide sidewalks along all existing R.O.W to accommodate for these improvements.





SUBDIVISION MAP

Not To Scale

- West Meadows
- Dave's Tires
- Bridge Avenue Church of Christ
- Titan Bail Bonds
- Salem Park
- Patterson
- Murfreesboro Police Training Facility
- Cablevision
- Franklin Road Addition
- Alley-Cassetty Brick and Block
- Site Boundary

The Murfreesboro Transit Center is surrounded by a mixture of residential properties, commercial businesses, and industrial uses. West Meadows and the other surrounding residential properties are single-story structures with a mixture of brick and vinyl siding exteriors without garages. The Bridge Avenue Church of Christ was recently demolished to make way for the park and ride facility along Bridge Avenue directly adjacent to the Transit Center. Titan Bail Bonds is on the corner of Bridge Avenue and New Salem Highway, and is a single-story structure with a white brick veneer. Salem Park and Comcast are commercial/light industrial properties to the south of the development that support various automotive and business uses. The Doug Young Public Safety Training Facility is located to the east of the development across New Salem Highway.



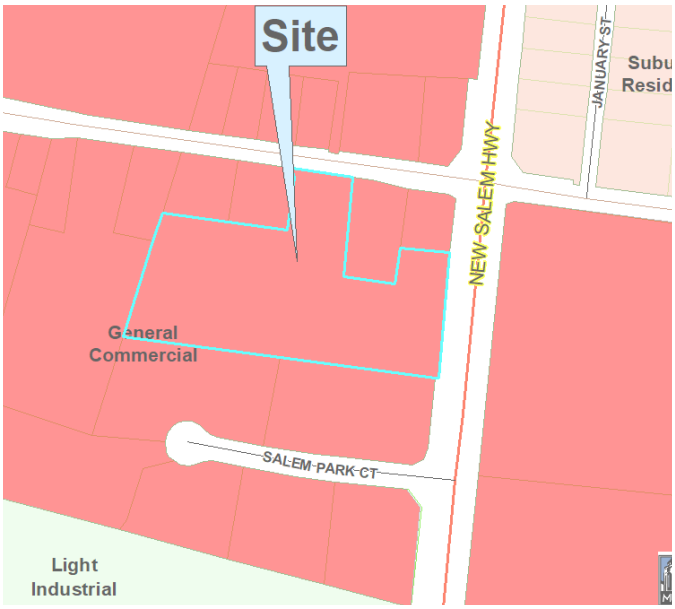
ZONING MAP

Not To Scale

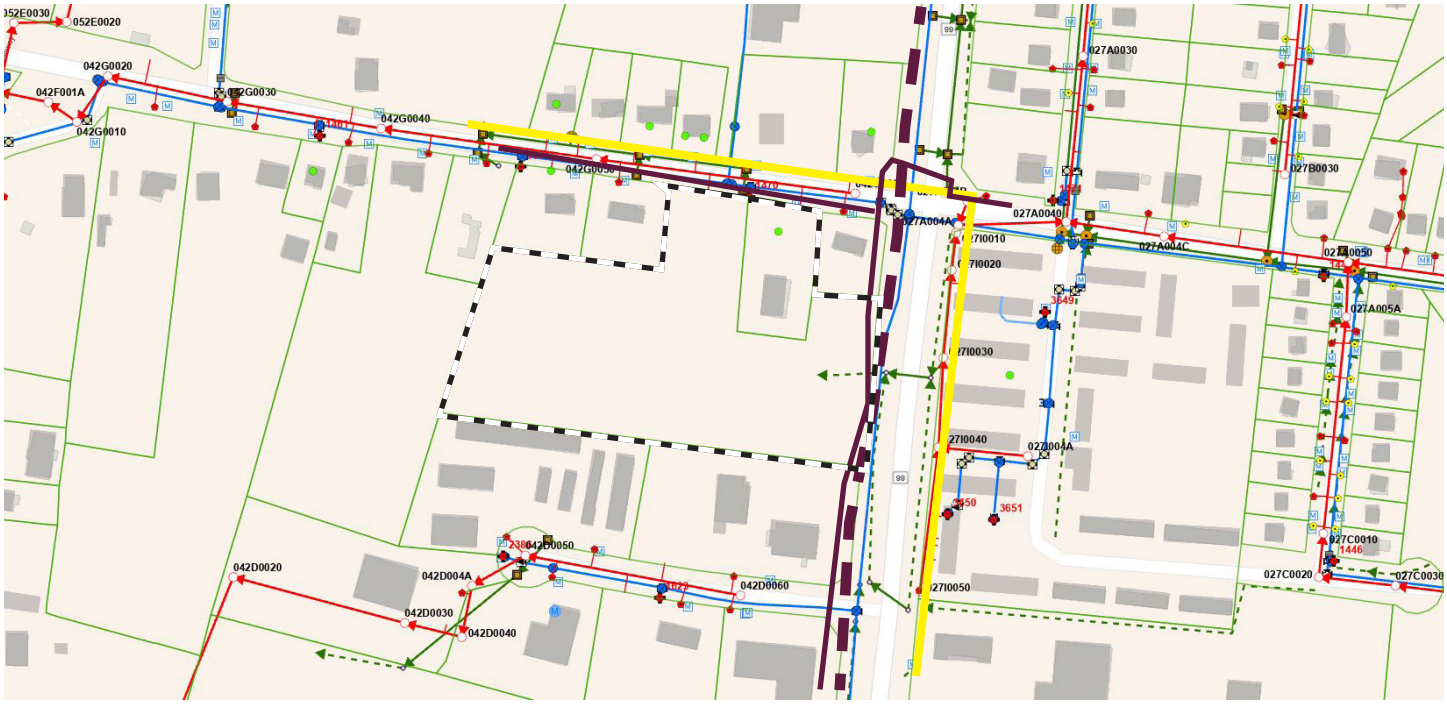
- RS-4 Residential Single-Family (RS-4)
- RS-8 Residential Single-Family (RS-8)
- RS-10 Residential Single-Family (RS-10)
- RM-12 Residential Multi-Family (RM-12)
- RM-16 Residential Multi-Family (RM-16)
- CH Commercial Highway (CH)
- CL Commercial Local (CL)
- H-I Heavy Industrial (H-I)

Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The land to the east across New Salem Highway is zoned RM-16 for the Doug Young Public Training Facility and is owned by the City of Murfreesboro. The land to the south of the property is zoned H-I. The land to the north and the west of the property, in addition to the proposed park and ride lot, are currently zoned RS-10. The property to the northeast of the property is zoned CH.



The Murfreesboro 2035 Comprehensive Plan characterizes this area to be Auto-Urban (General) Commercial Character (GC). This land use type correlates strongly with the proposed transit center. The uses affiliated with this future land use consists of expansive drives and parking areas, automobile service areas, hotel/motels, and big box stores. The proposed development's uses aligns with the needs of the General Commercial Character of the area. The recommended zoning type for these uses include Commercial Highway (CH) and Planned Unit Developments (PUD).



UTILITY MAP

Not To Scale

WATER

SEWER

STORMWATER

ELECTRIC

GAS DISTRIBUTION LINE

GAS PRESSURIZED LINE

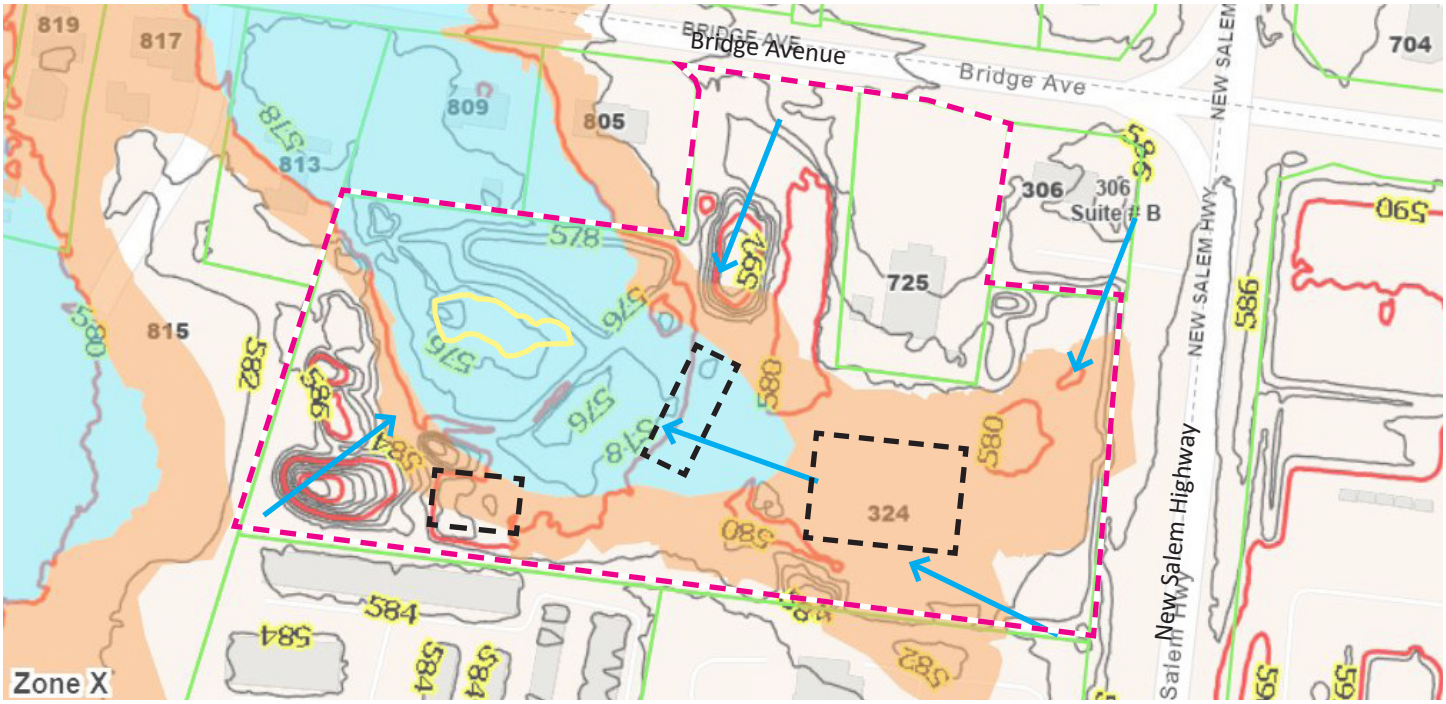
Site Boundary

Water service will be provided by the Murfreesboro Water Resource Department. There is an existing 8-inch ductile iron water line along Bridge Avenue, and a 16-inch ductile iron water line along New Salem Highway for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resource Department. Sanitary sewer service can connect to an existing 8-inch PVC gravity line within the R.O.W of Bridge Avenue, as well as an existing 10-inch PVC gravity line within the R.O.W of New Salem Highway. The developer shall be responsible for extending the sewer into this property.

Electric service will be provided by the Middle Tennessee Electric. Electric services shall be extended from Bridge Avenue and/or New Salem Highway. The developer shall be responsible for extending the electric lines into the site, and all on-site electric shall be underground.

Gas service will be provided by ATMOS Energy. Gas services shall be extended from Bridge Avenue and/or New Salem Highway. The developer shall be responsible for extending the gas lines into the site.



HYDROLOGY AND TOPOGRAPHY

Not To Scale

WATER FLOW DIRECTION

INTERMEDIATE CONTOURS

INDEX CONTOURS

100 YEAR FLOOD PLAIN

500 YEAR FLOOD PLAIN

Proposed Buildings

Potential Sinkhole

Site Boundary

The topographic map above shows the site's topographic high point generally at the north, east, and southern property lines. From these high points, the property drains towards the center of the property and then off towards the northwest and under Bridge Avenue back to the Stone River to the west. There is also a sinkhole located on the western portion of the property. A large portion of the property lies within the 100 and 500-year floodplain per FEMA Flood Panel 47149C0260J eff. 5/9/2023. Plan shall comply with the City of Murfreesboro Floodplain Ordinance.

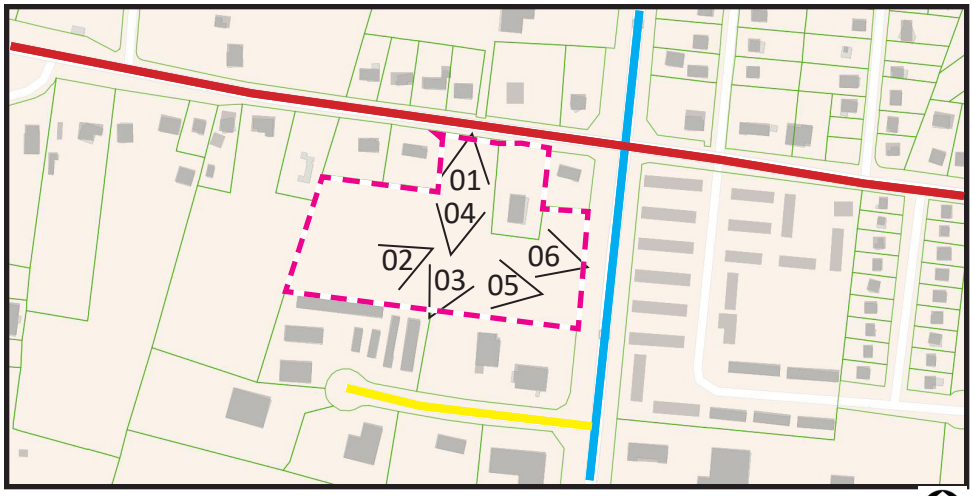


PHOTO DIRECTION MAP

Not To Scale

New Salem Highway

Salem Park Court

Bridge Avenue

Site Boundary









BEFORE DEMOLITION





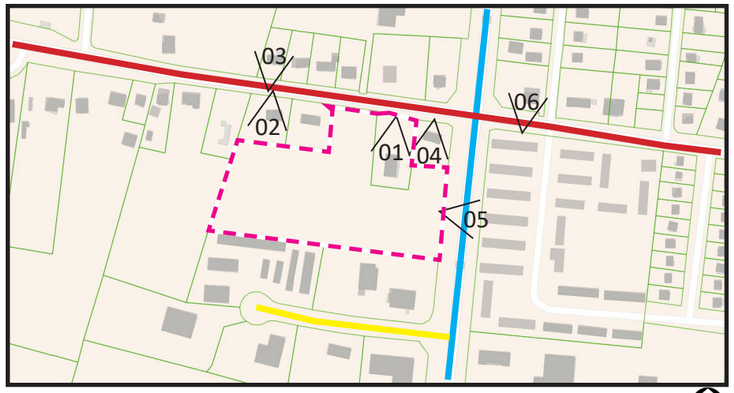


PHOTO DIRECTION MAP

Not To Scale

New Salem Highway

Salem Park Court

Bridge Avenue

Site Boundary













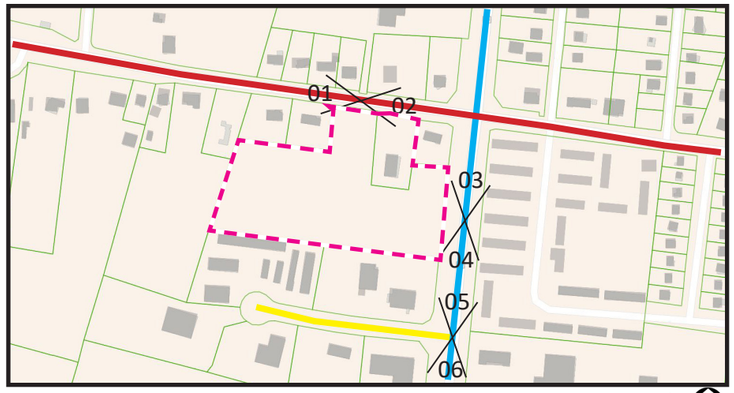


PHOTO DIRECTION MAP

Not To Scale

New Salem Highway

Salem Park Court

Bridge Avenue

Site Boundary













Total Land Area:	±6.15 Acres
Total Open Space:	±2.67 Acres (43%)

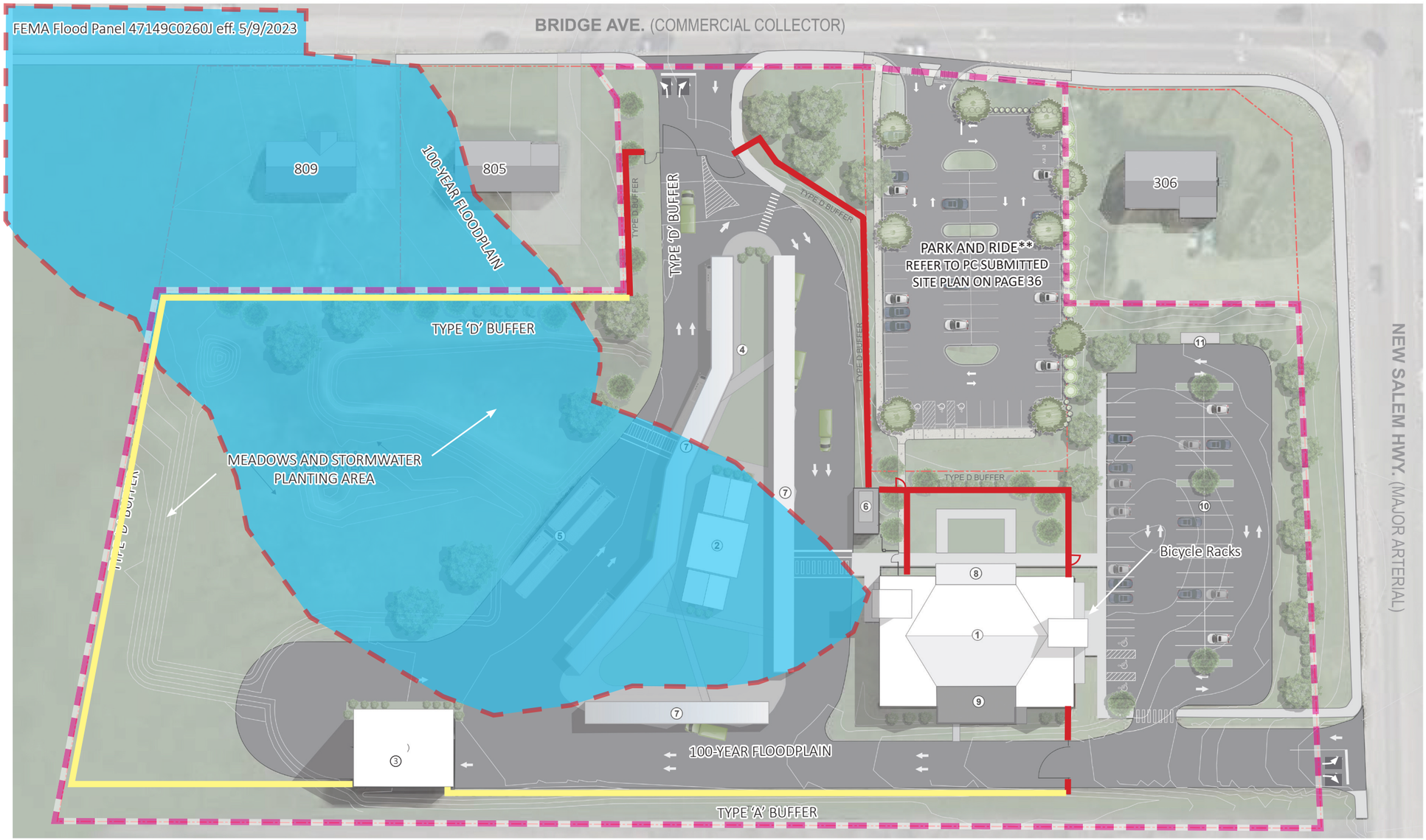
1. ADMINISTRATIVE/OPERATIONS (BUILDING 1)
2. PASSENGER TRANSIT STATION (BUILDING 2)
3. BUS MAINTENANCE (BUILDING 3)
4. BUS BERTH ISLAND (12 BUS POSITIONS)
5. SPARE BUS PARKING
6. EMERGENCY GENERATOR
7. CANOPIES
8. COVERED EMPLOYEE PATIO
9. SCREENED MECHANICAL YARD
10. EMPLOYEE/VISITOR PARKING
11. SOLID WASTE ENCLOSURE (BINS)
12. WE GO BUS PARKING

CHAINLINK FENCING

PROPERTY LINE

6-FT BLACK ALUMINUM FENCE

PND Boundary Line

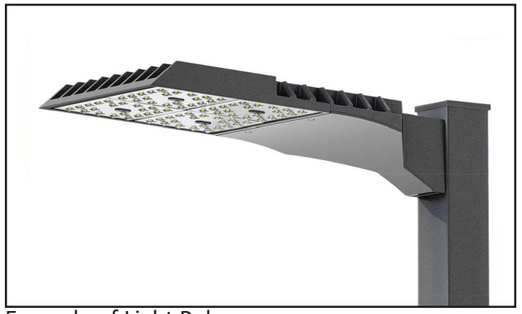


*Landscaping shown is strictly conceptual. Landscaping shown is meant to convey the general appearance of the planting design and materials to be used. Final landscaping will be provided with at site plan level.
** "Park and Ride" parking lot design and parking count shall be finalized at site plan level. Parking lot shall follow City of Murfreesboro design standards.

NOT TO SCALE



Example of 6-ft Aluminum Swing Gate



Example of Light Pole



Example of 6-ft Black Decorative Aluminum Gate



Example of 6-ft Black Chain-link Fence



Example of 6-ft Black Decorative Aluminum Gate



*Material to match building

Example of City Waste Cart Enclosure



Example of Possible Entrance Sign

*Material to match building



Example of Decorative Lighting

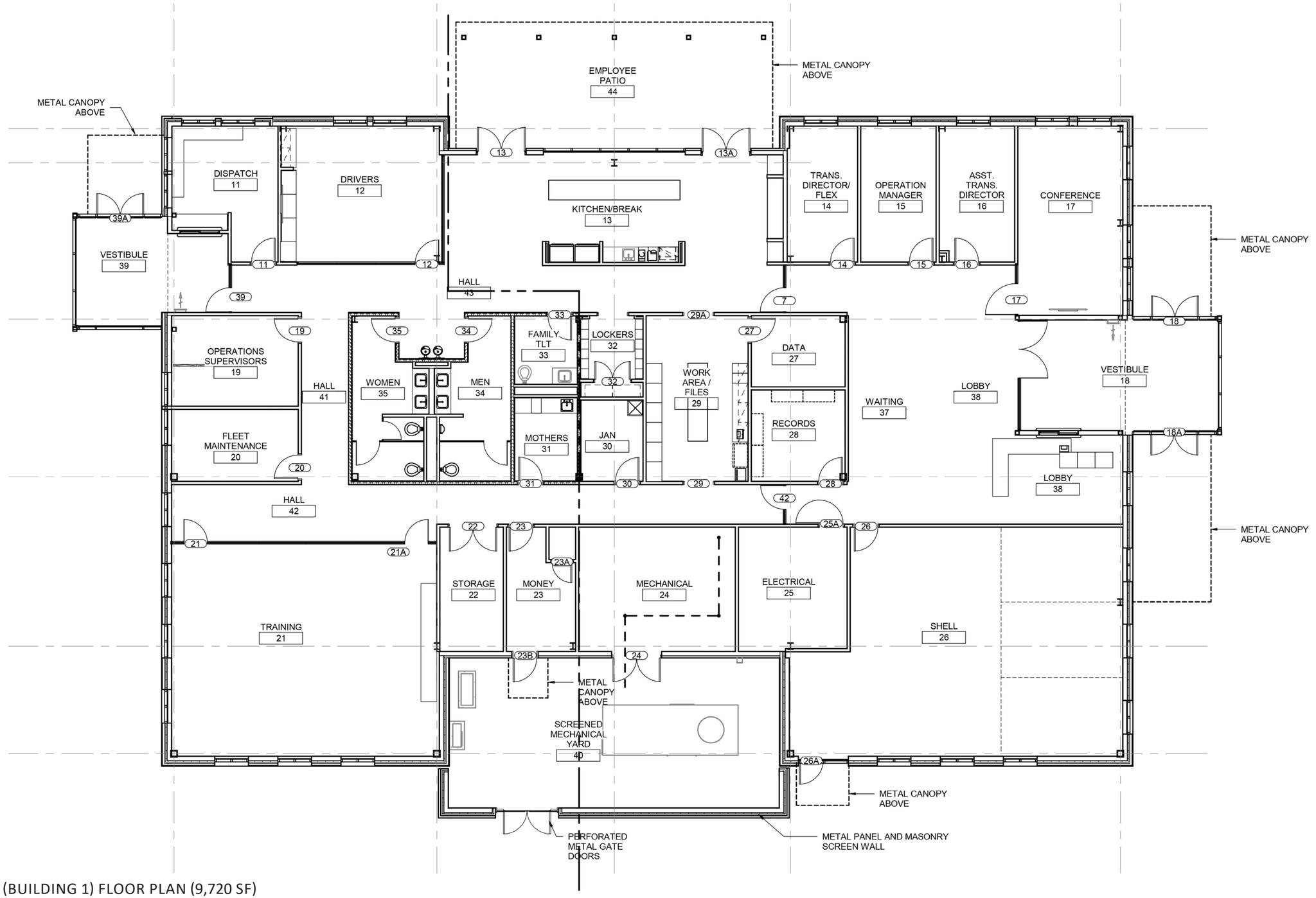
*Light Pole and Decorative Light Poles shown are conceptual and do not represent the final product to be used on the site. Final product will be provided with photometric plan at the site plan level.

Allowable Uses:

A portion of the property is currently zoned Residential Single-Family (RS-10), while the transit facility is zoned Planned Institutional District (PND). The request for amending the Planned Institutional District (PND) is to allow for Transportation Services, Bus Terminal, and park-and-ride facility on 2 separate parcels. A stand alone parking lot is not currently an allowable land use in RS-10 zoning, or any zone district as a stand alone use. Additional standards for this site have been outlined below and on the following pages of this booklet. The proposed site will provide for adequate parking, circulation, solid waste management, stormwater management and landscaping.

Development Standards:

- Building heights shall not exceed 35-feet in height.
- All parking shall be located at minimum of 30-feet from the R.O.W along Bridge Avenue and 10’ off New Salem Highway right-of-ways. Distances from parking to interal property lines within the PND shall be 0’.
- All parking areas shall be screened from public right-of-way by landscaping and/or berms.
- Pedestrian connections to the development shall be provided via sidewalks to Bridge Avenue and New Salem Highway.
- Solid waste enclosures are anticipated to be constructed of masonry materials consistent with building architecture. Walls are anticipated to be at least 8-feet tall, with opaque gates, and enhanced with landscaping. Solid waste collection service will be provided by either the City of Murfreesboro or a private commercial service.
- The buildings shall have a well defined architectural base by use of different materials, colors, and patterns, or a combination of these techniques. Building foundations shall be accented with landscaping where possible.
- All decorative fencing is depicted on conceptual site and landscape plan on page 12.
- Monument signage shall be incorporated at the New Salem Highway entrance. Proposed signage for the park-and-ride shall comply with the City of Murfreesboro Zoning Ordiance.
- Monument signage shall be built with materials consistent with the development architecture, and enhanced with landscaping.
- Building and monument signage shall adhere to the standards outlined in the City of Murfreesboro Sign Ordinance.
- All mechanical equipment, (i.e. hvac and transformers) shall be screened with landscape or fencing. If mechanical equipment is located on the roof, then it shall be screened from view, via parapet wall or aesthetically pleasing architectural element.
- All on-site utilities shall be underground.
- On-site lighting shall comply with the City of Murfreesboro standards to mitigate light pollution and to improve safety for patrons and employees. Photometric plan will be provided with site plan to confirm compliance with zoning ordinance. However, the sidewalk/property line between the Park and Ride and the transit facility will be allow to be greater than 0.5 foot candles to meet safetly goals at the property lines.
- Parking will comply with the City of Murfreesboro Zoning Ordinance.
- All parking and vehicular use areas shall have curbing.



ADMINISTRATION (BUILDING 1) FLOOR PLAN (9,720 SF)

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



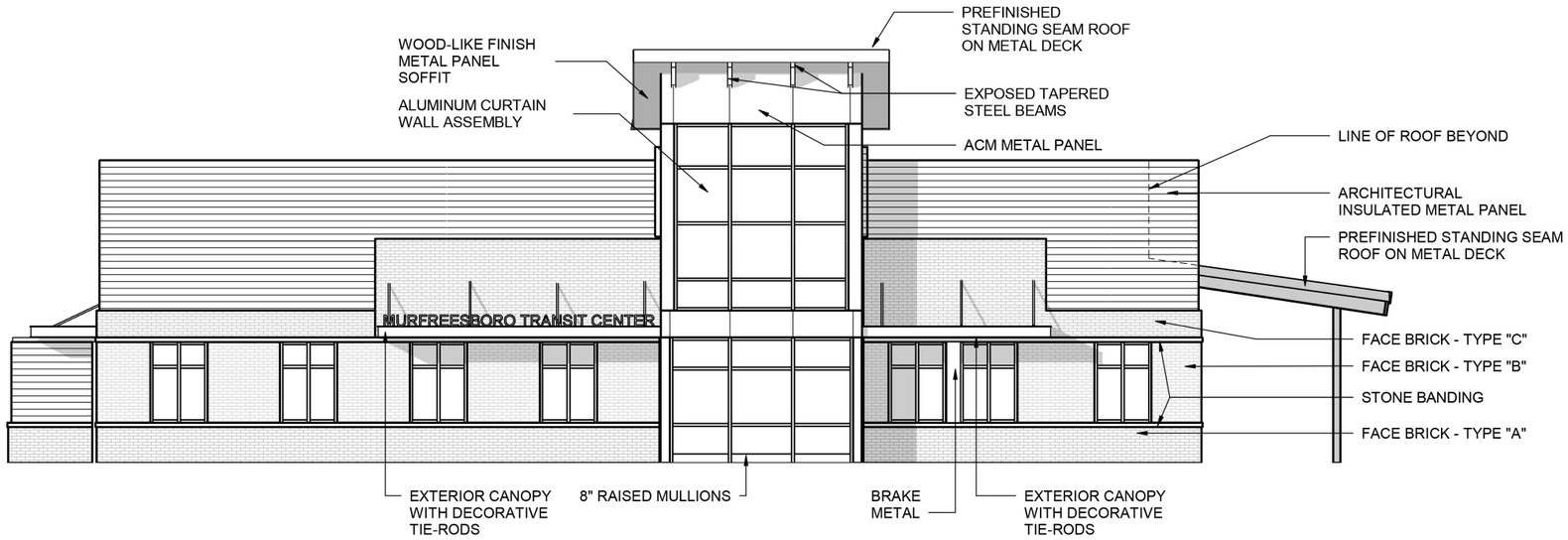
ADMINISTRATION (BUILDING 1) EAST ELEVATION- FACING NEW SALEM HIGHWAY

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

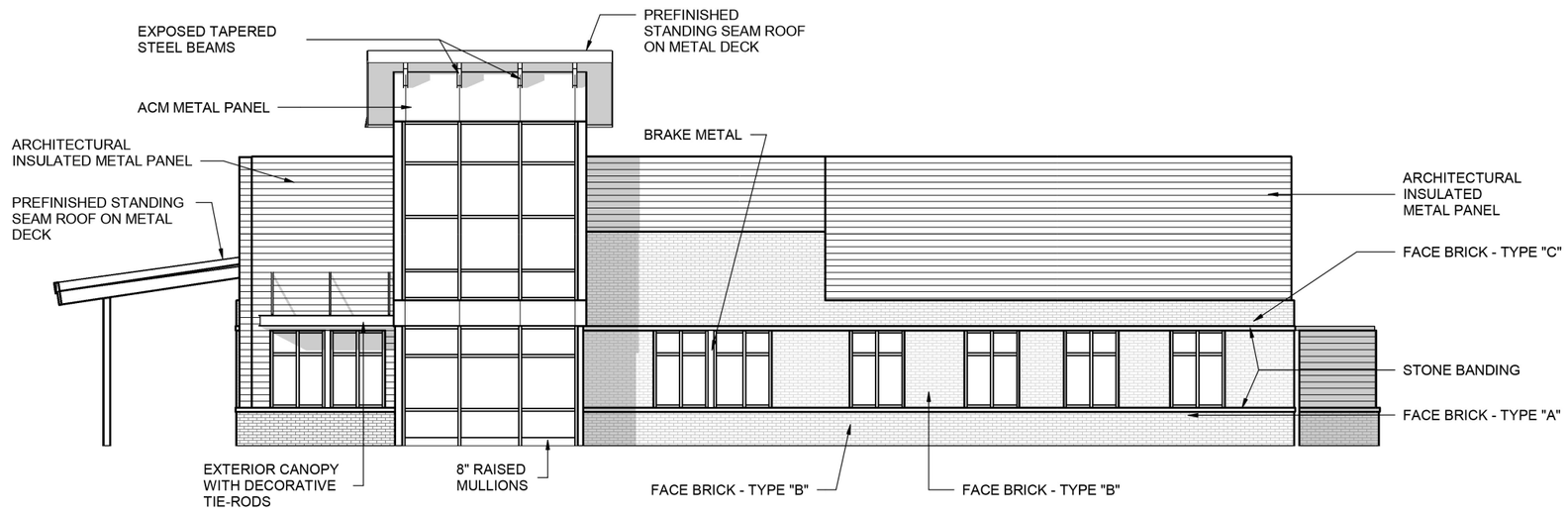


ADMINISTRATION (BUILDING 1) WEST ELEVATION - FACING BUS LOADING AREA

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



ADMINISTRATION (BUILDING 1) EAST ELEVATION - FACING NEW SALEM HIGHWAY



ADMINISTRATION (BUILDING 1) WEST ELEVATION - FACING PASSENGER TRANSIT STATION

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

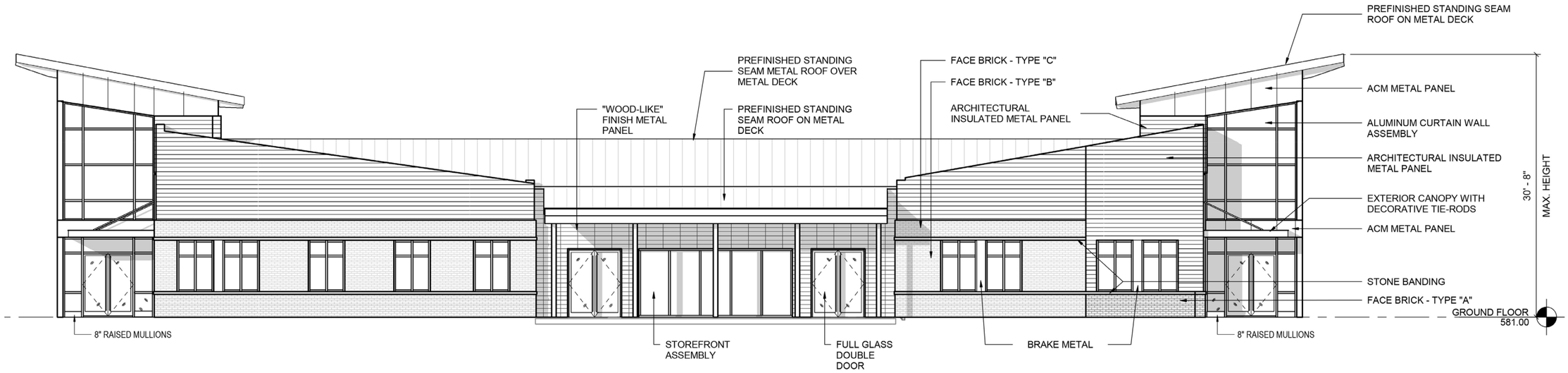


ADMINISTRATION (BUILDING 1) NORTH ELEVATION - FACING CHURCH AND BRIDGE AVENUE

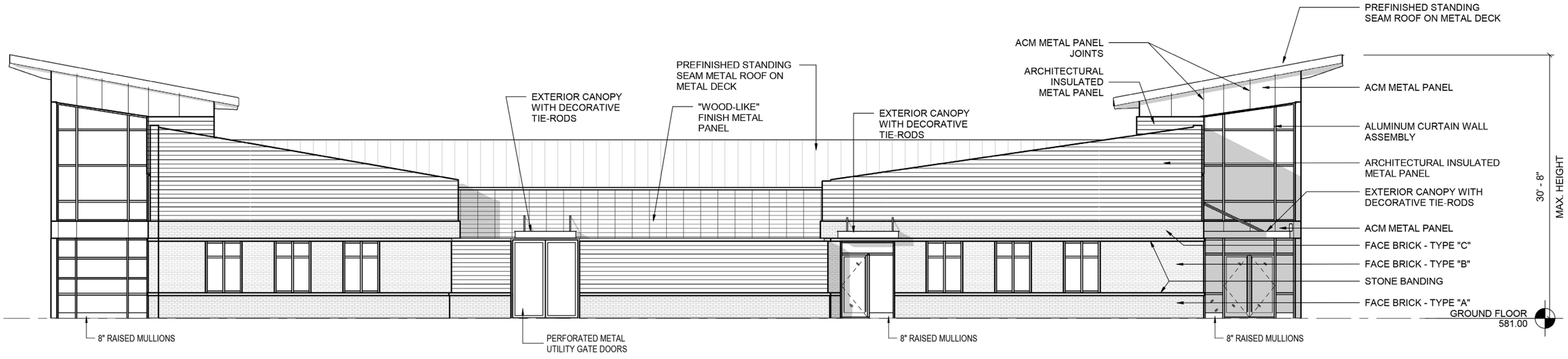


ADMINISTRATION (BUILDING 1) SOUTH ELEVATION - FACING INDUSTRIAL USE

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

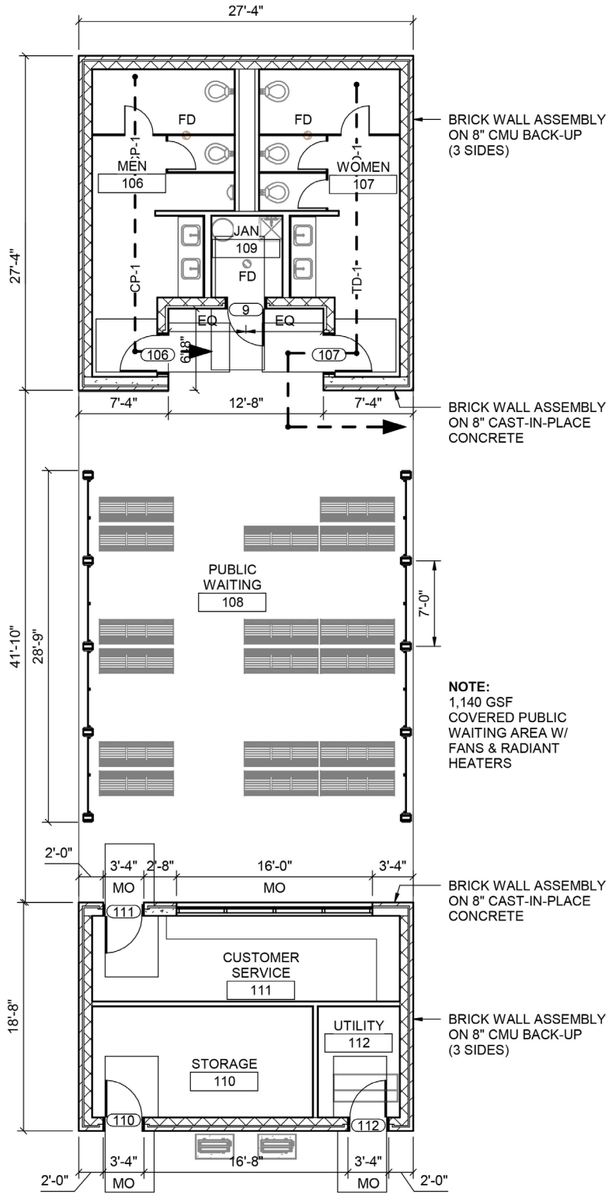


ADMINISTRATION (BUILDING 1) NORTH ELEVATION - FACING CHURCH AND BRIDGE AVENUE



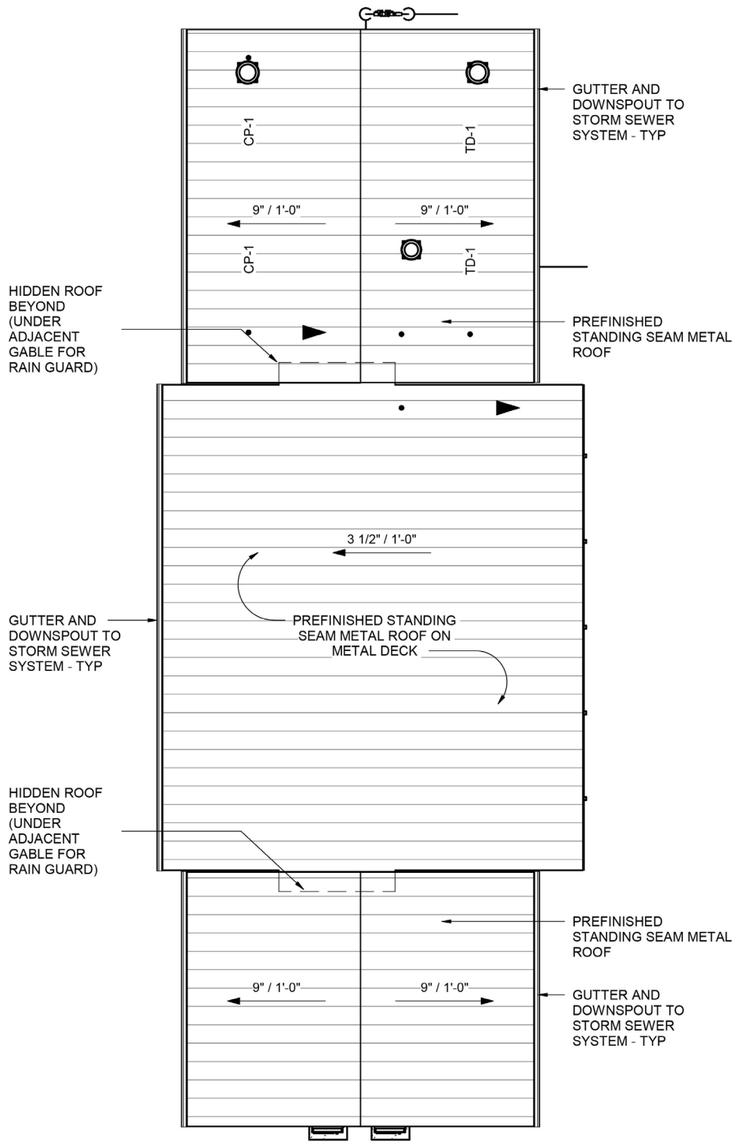
ADMINISTRATION (BUILDING 1) SOUTH ELEVATION - FACING INDUSTRIAL USE

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

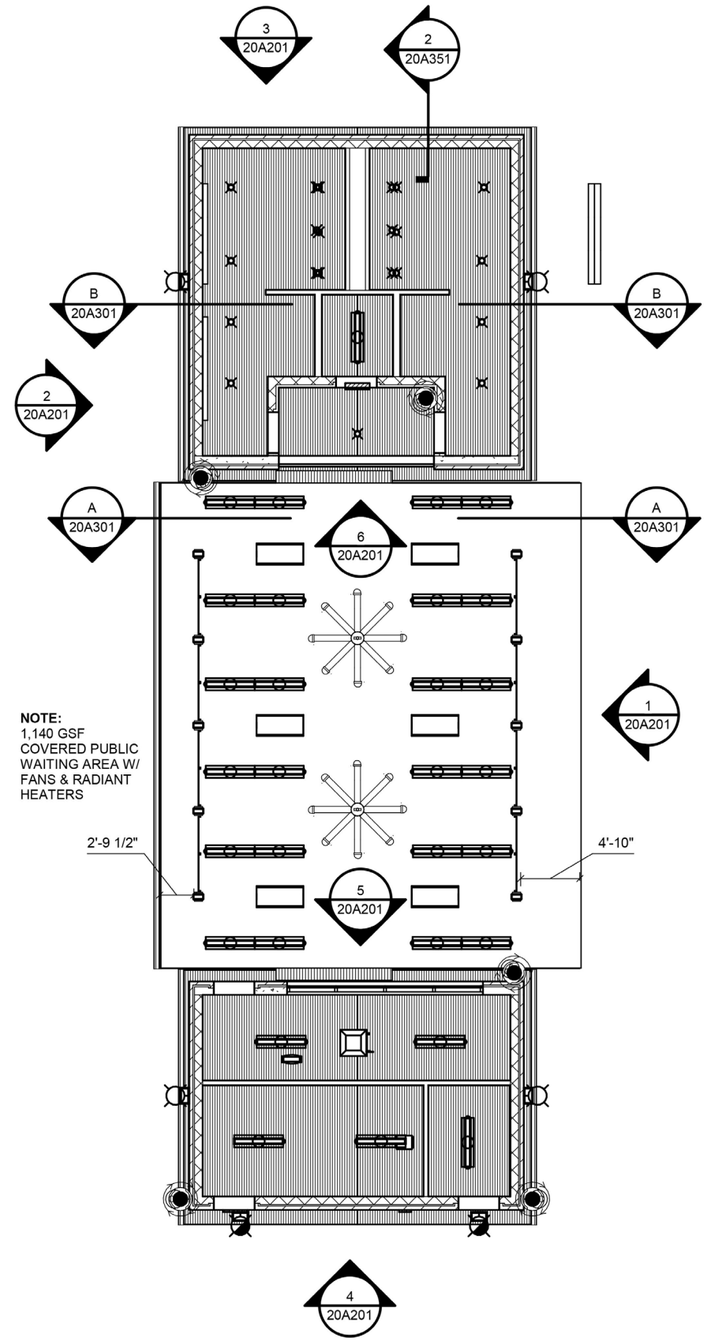


ENCLOSED AREA ≈1,175 SF
COVERED EXTERIOR AREA ≈1,144 SF

FLOOR PLAN



ROOF PLAN



REFLECTED CEILING PLAN

PASSENGER TRANSIT STATION (BUILDING 2) (1,175 SF)

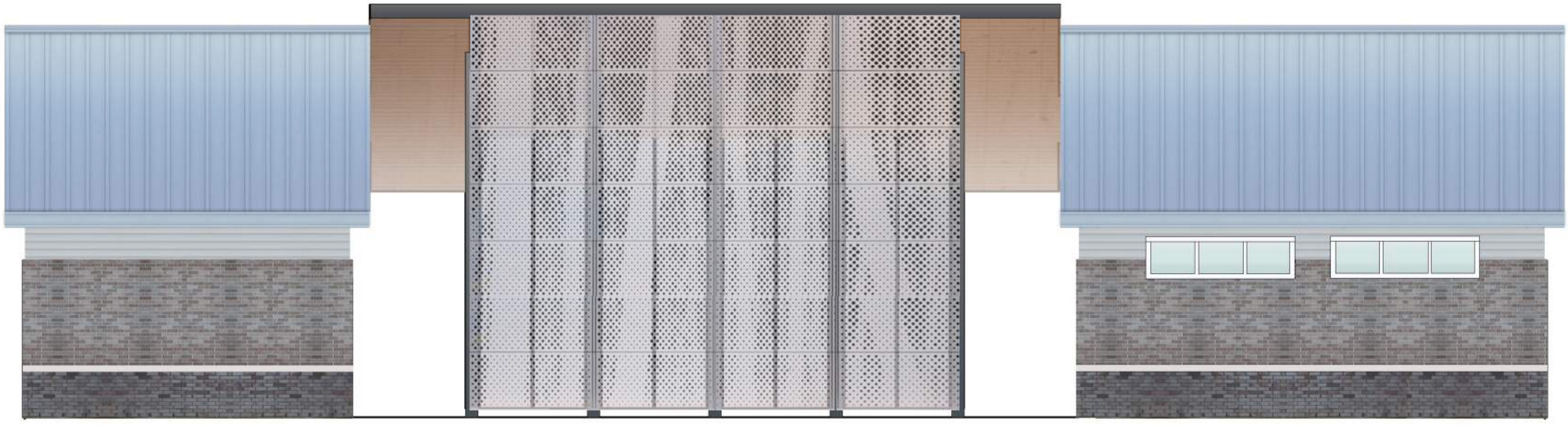
*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

EXAMPLES OF PERFORATED METAL PANEL









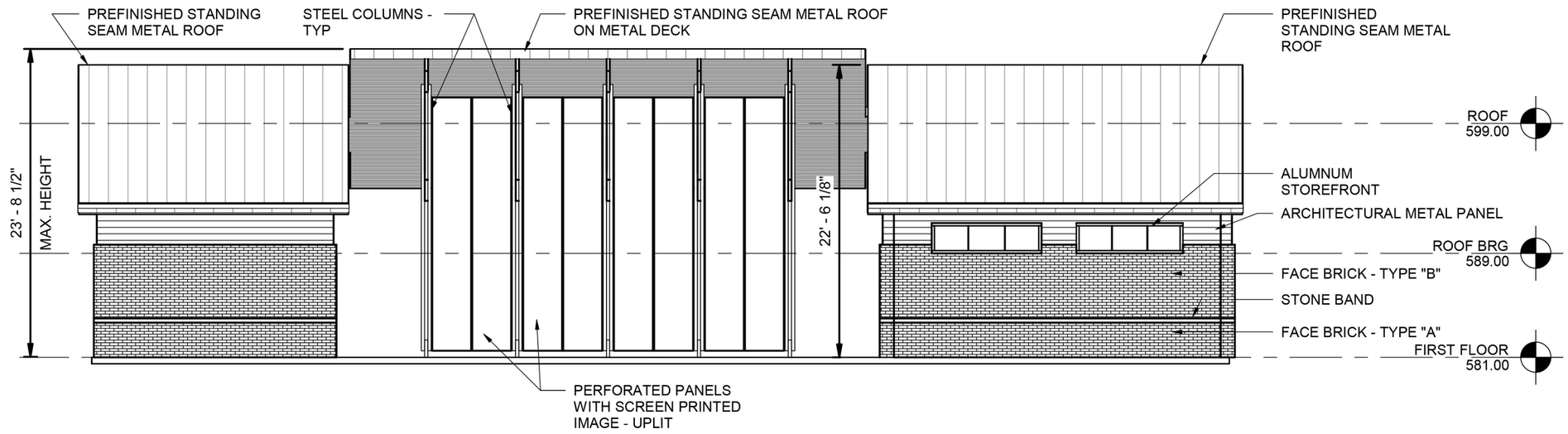
PASSENGER TRANSIT STATION (BUILDING 2) EAST ELEVATION - FACING ADMINISTRATIVE BUILDING 1 & NEW SALEM HIGHWAY

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

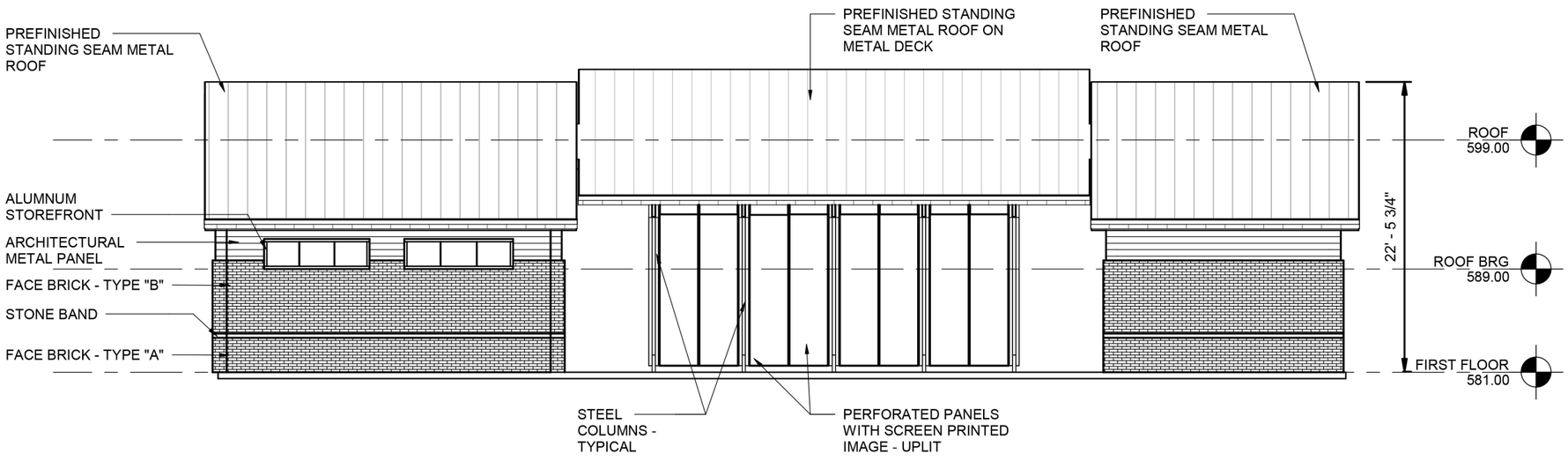


PASSENGER TRANSIT STATION (BUILDING 2) WEST ELEVATION - FACING STORMWATER MANAGEMENT AREA

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



PASSENGER TRANSIT STATION (BUILDING 2) EAST ELEVATION - FACING ADMINISTRATION BUILDING 1

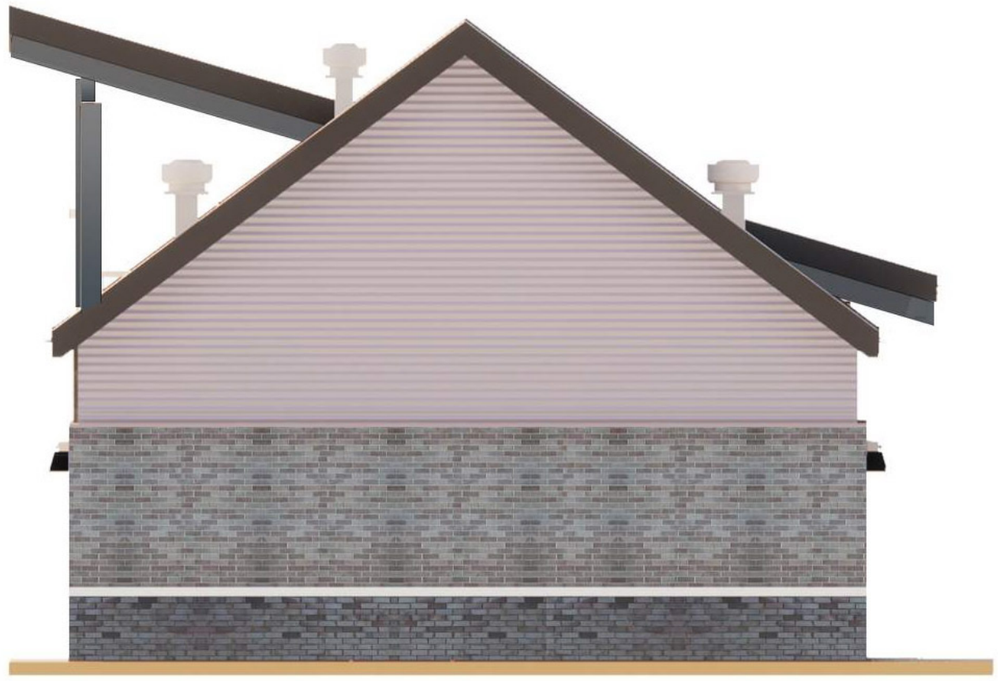


PASSENGER TRANSIT STATION (BUILDING 2) WEST ELEVATION - FACING STORMWATER MANAGEMENT AREA

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

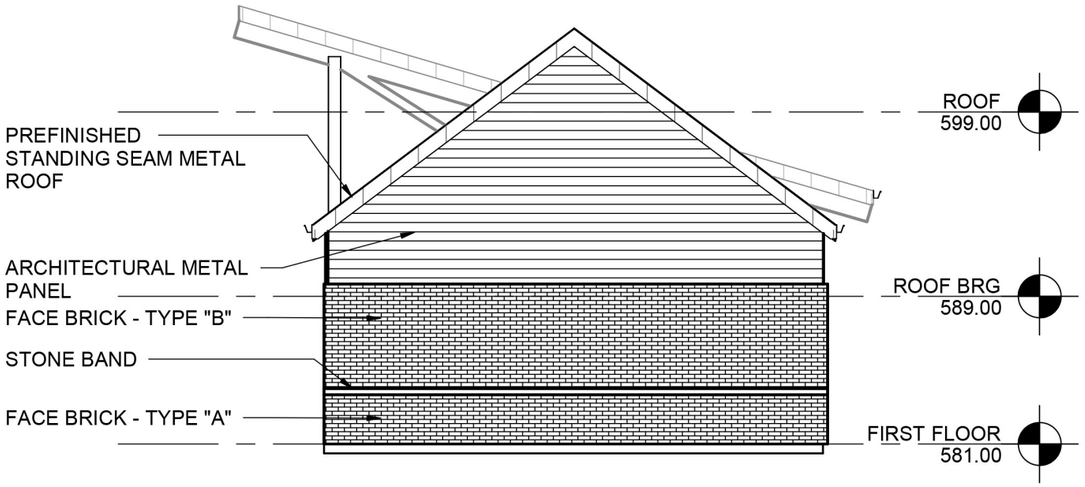


PASSENGER TRANSIT STATION (BUILDING 2) SOUTH ELEVATION - FACING ADJACENT INDUSTRIAL PROPERTY

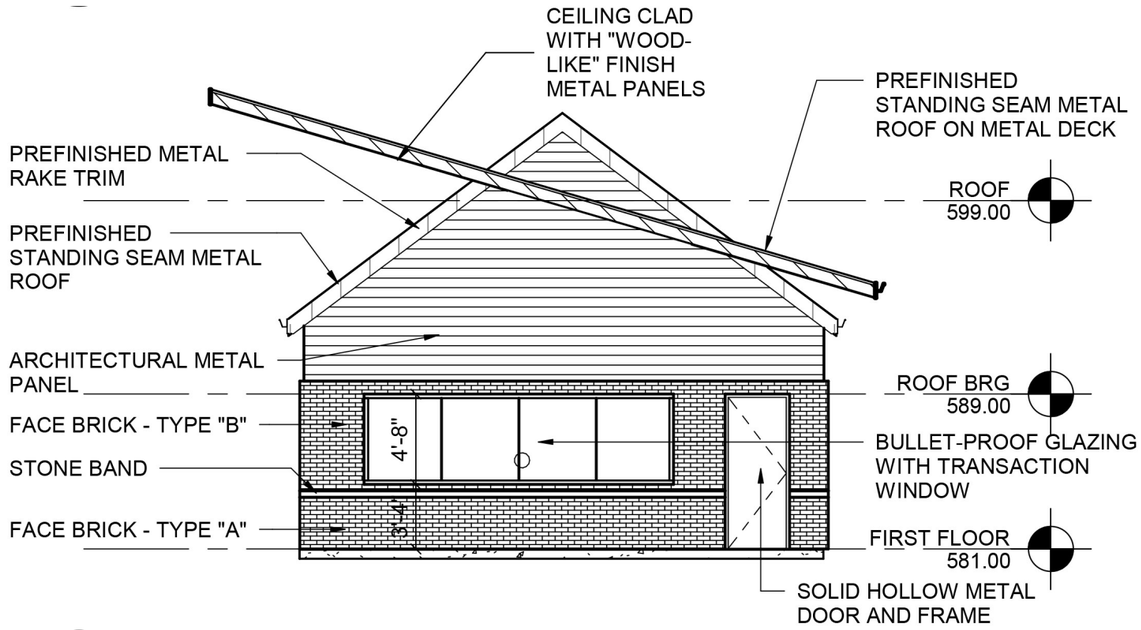


PASSENGER TRANSIT STATION (BUILDING 2) NORTH ELEVATION - FACING BRIDGE AVENUE

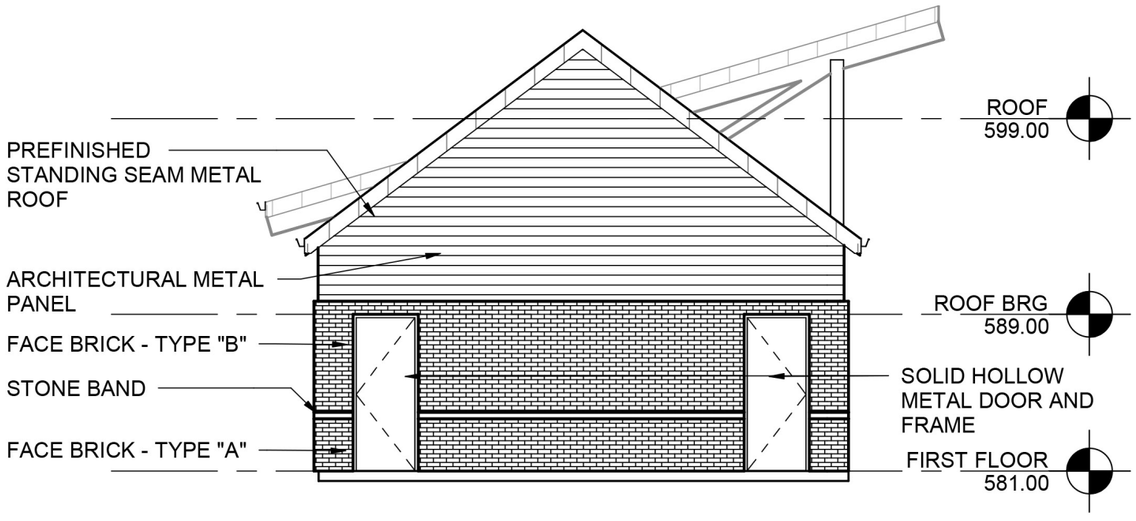
*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



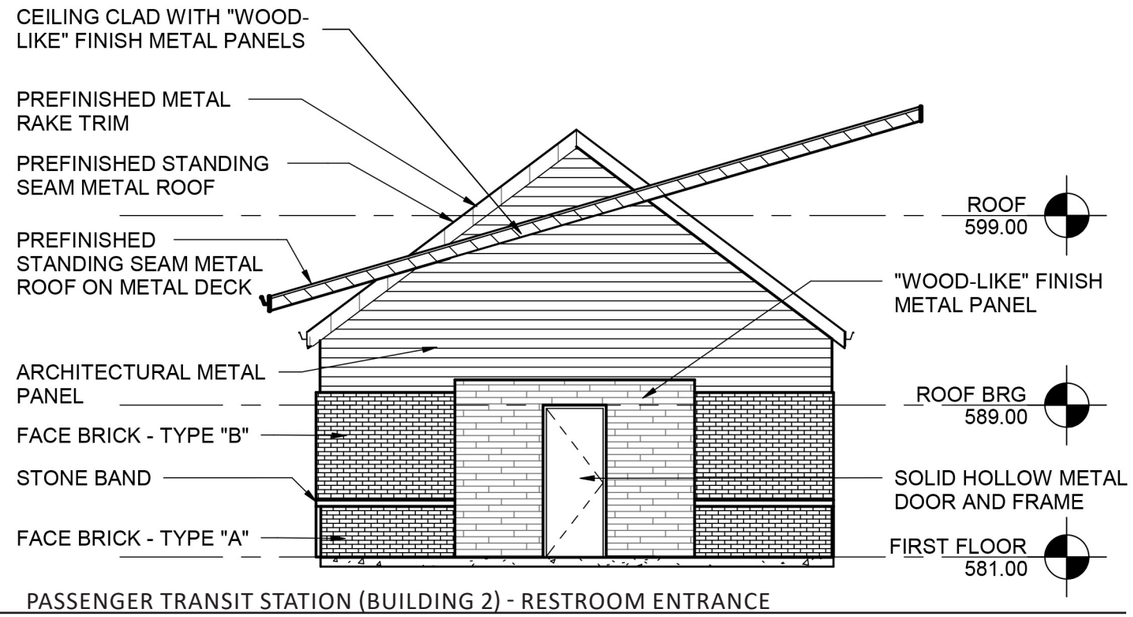
PASSENGER TRANSIT STATION (BUILDING 2) NORTH ELEVATION - FACING BRIDGE AVENUE



PASSENGER TRANSIT STATION (BUILDING 2) - CUSTOMER SERVICE WINDOW

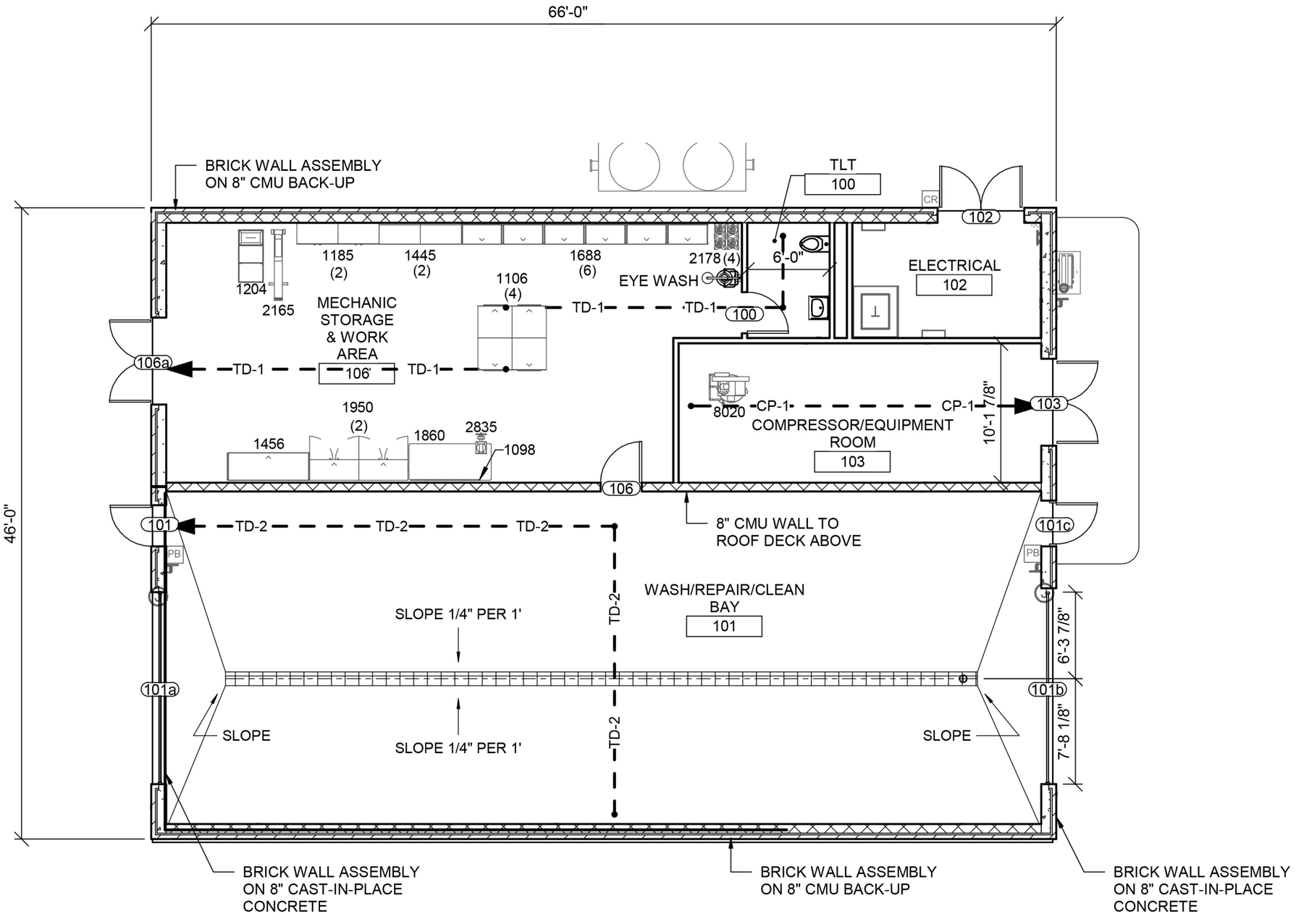


PASSENGER TRANSIT STATION (BUILDING 2) SOUTH ELEVATION - FACING ADJACENT INDUSTRIAL PROPERTY



PASSENGER TRANSIT STATION (BUILDING 2) - RESTROOM ENTRANCE

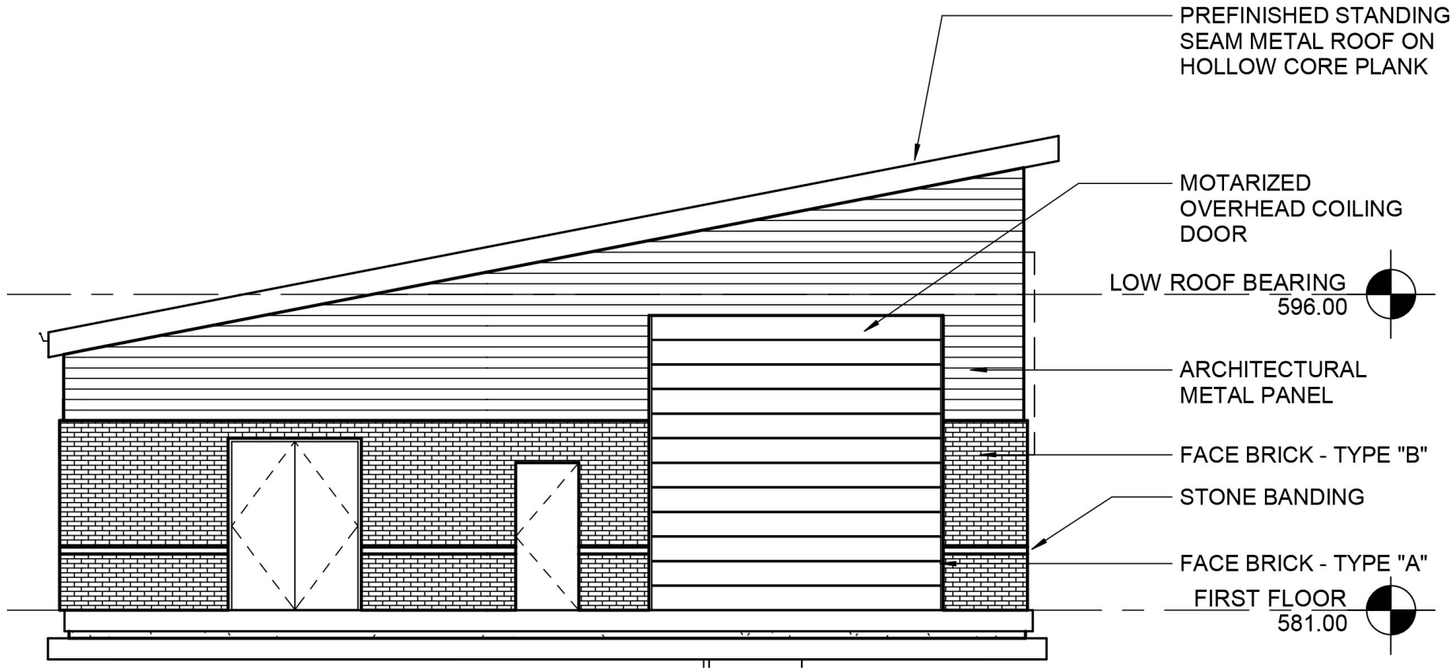
*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



FLOOR PLAN

BUS MAINTENANCE (BUILDING 3) (3,060 SF)

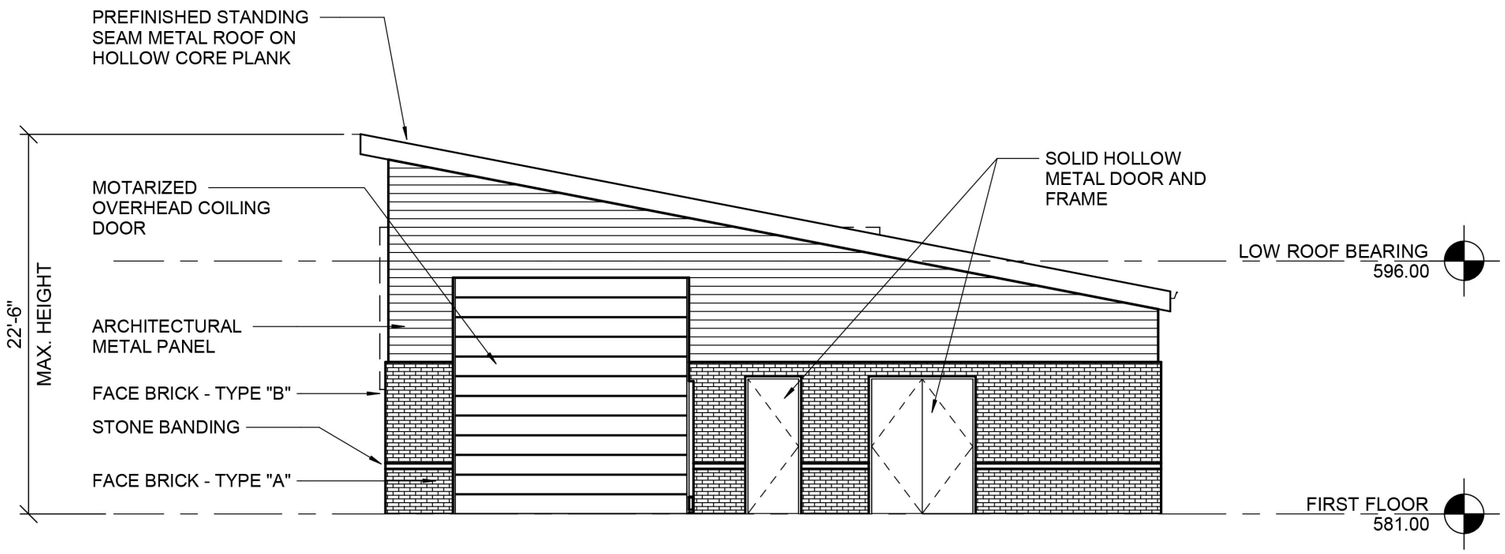
*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



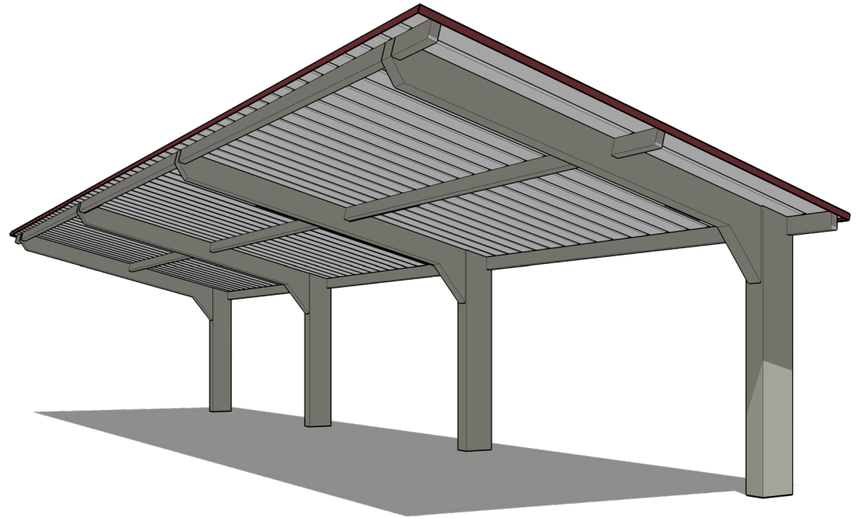
BUS MAINTENANCE (BUILDING 3) WEST ELEVATION - FACING ADJACENT RESIDENTIAL PROPERTY



BUS BERTH CANOPY EXAMPLE 1

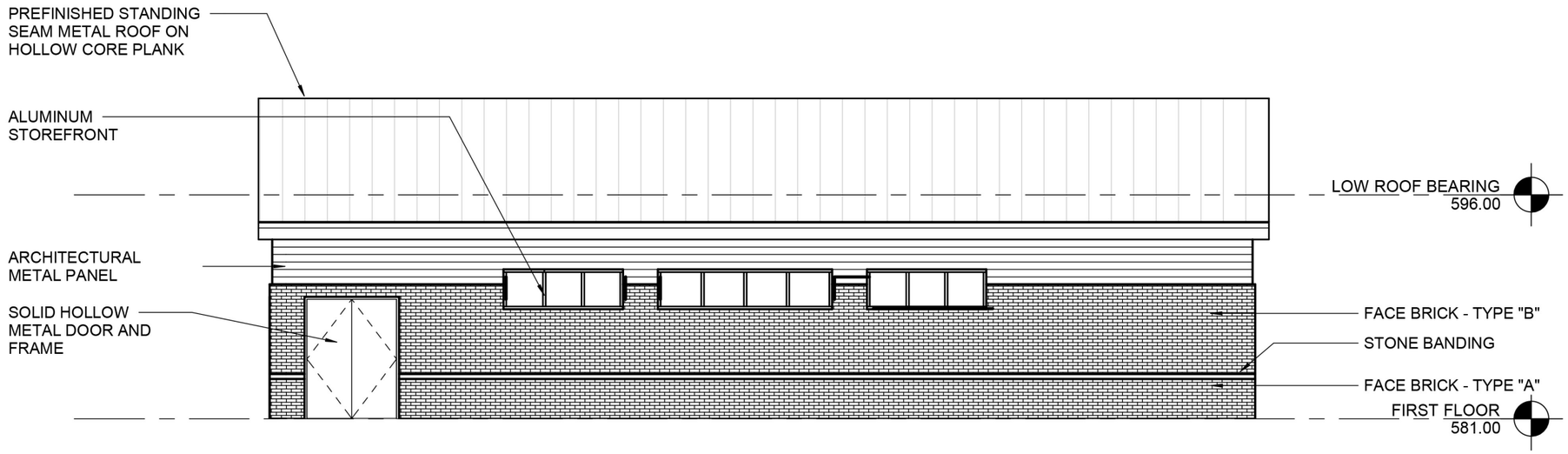


BUS MAINTENANCE (BUILDING 3) NORTH ELEVATION - FACING ADMINISTRATION BUILDING 1 & NEW SALEM HIGHWAY

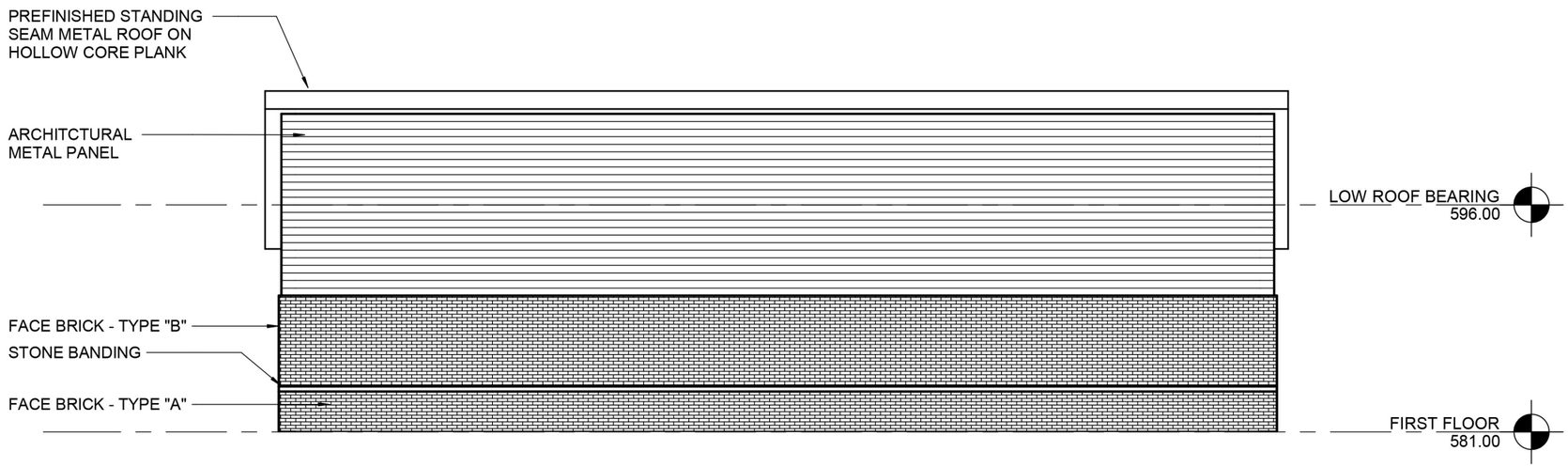


BUS BERTH CANOPY EXAMPLE 2

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.



BUS MAINTENANCE (BUILDING 3) NORTH ELEVATION - FACING STORMWATER MANAGEMENT AREA



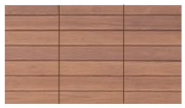
BUS MAINTENANCE (BUILDING 3) SOUTH ELEVATION - FACING ADJACENT INDUSTRIAL PROPERTY

*Elevations shown are not to scale and are strictly conceptual. Elevations shown are meant to convey the general appearance of the architecture and materials to be used. Final product will be provided with architectural plan at site plan level.

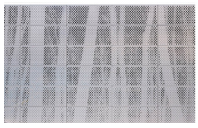
Architectural Material Examples:

metals


standing seam metal roof - light blue


"wood-like" finish metal panel


architectural metal panel - grey


perf. metal panel w/ imagery


trim metal - black


ACM panel - dark grey


aluminum brake metal - light grey

glazing


aluminum curtainwall - green glazing

masonry

stone banding


brick type C - Coarse Velour (Brown)


brick type B - Ashberry Velour


brick type A - Manganese Ironspot

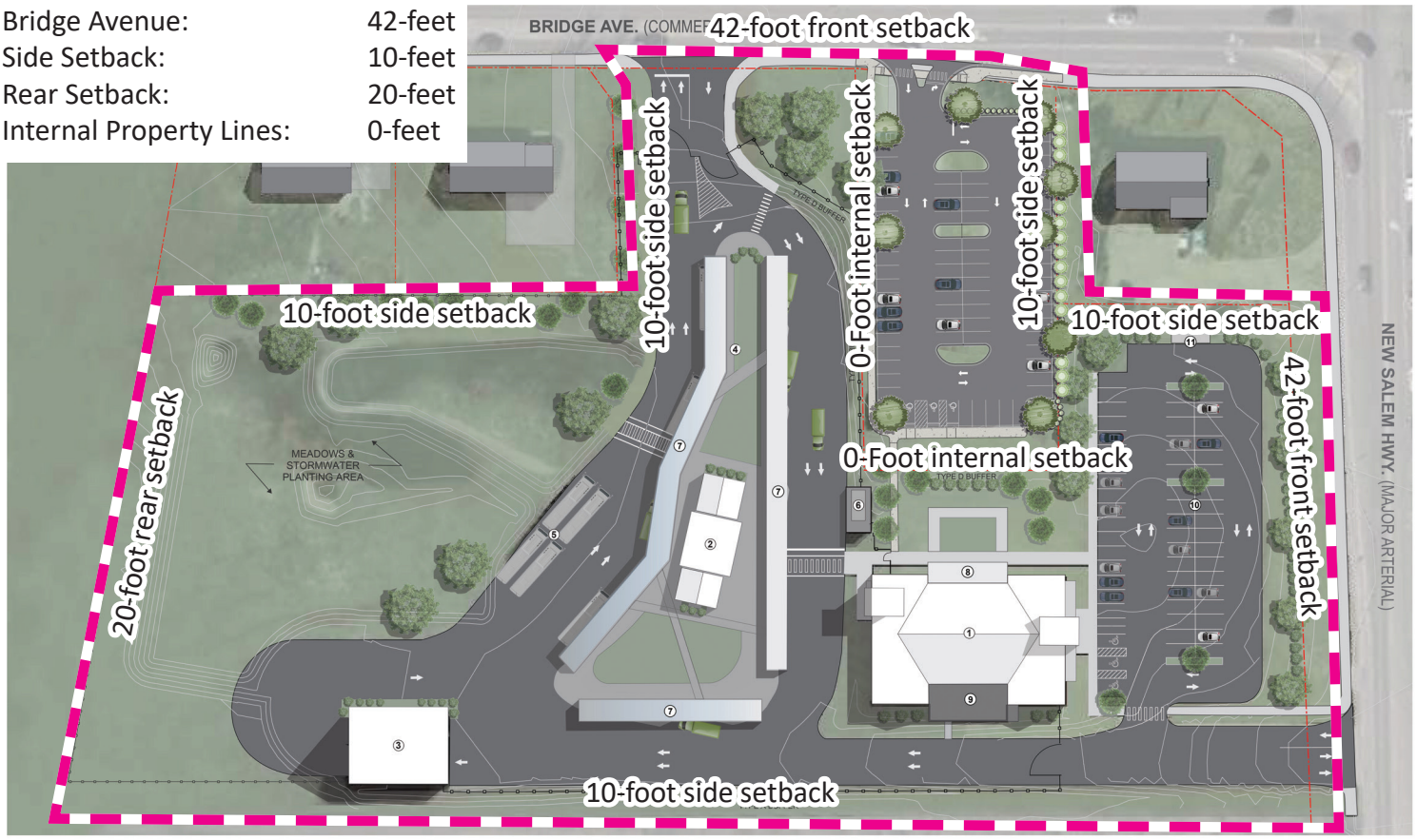
Architectural Characteristics:

- Building heights shall not exceed 35-feet in height
- All buildings will be single story

*Building materials shown are conceptual and meant to convey the overall use and character of the proposed buildings within this development. Different colors and/or patterns of the provided materials will be allowed. Final building materials will be provided with architectural plans during site plan approval process.

Building Setbacks

New Salem Highway:	42-feet
Bridge Avenue:	42-feet
Side Setback:	10-feet
Rear Setback:	20-feet
Internal Property Lines:	0-feet



Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), there have been recent improvements of roadways around the site. New Salem Highway was expanded to a 5-lane roadway in 2025.

Bridge Avenue and New Salem Highway are two major thoroughfares where the majority of vehicular trips generated by this development will impact the surrounding roadways.

The main entrance for bus traffic shall be located along Bridge Avenue. The entrance for employees and visitors vehicles shall be located along New Salem Highway. The New Salem Highway entrance (Figure 30.1) is proposed to incorporate three travel lanes for proper circulation into and out of the development. There will be a dedicated left and right out of the development as well as single lane for traffic entering the development. The Bridge Avenue entrance (Figure 30.2) is proposed to incorporate three travel lanes for proper circulation into and out of the development onto Bridge Avenue for Transit Vehicles. Automatic gates will reduce traffic conflicts due to the clockwise traffic flow to keep passenger(s) close to the covered canopies. The new park and ride facility will have one right-in right-out access drive into the site. A small area along the park and ride shall dedicate right-of-way to accomodate future extension of the east-bound right turn lane.

All drives and parking areas within the development will be built in accordance with the Murfreesboro Street Standards.

The property will include arm and swing gates at both entrances. The gates will be open during the day and closed at night. If the gates are motorized, they will comply with fire department requirements for Yelp Mode.

The We Go rideshare parking lot shall incorporate a right-in and right-out only entrance.

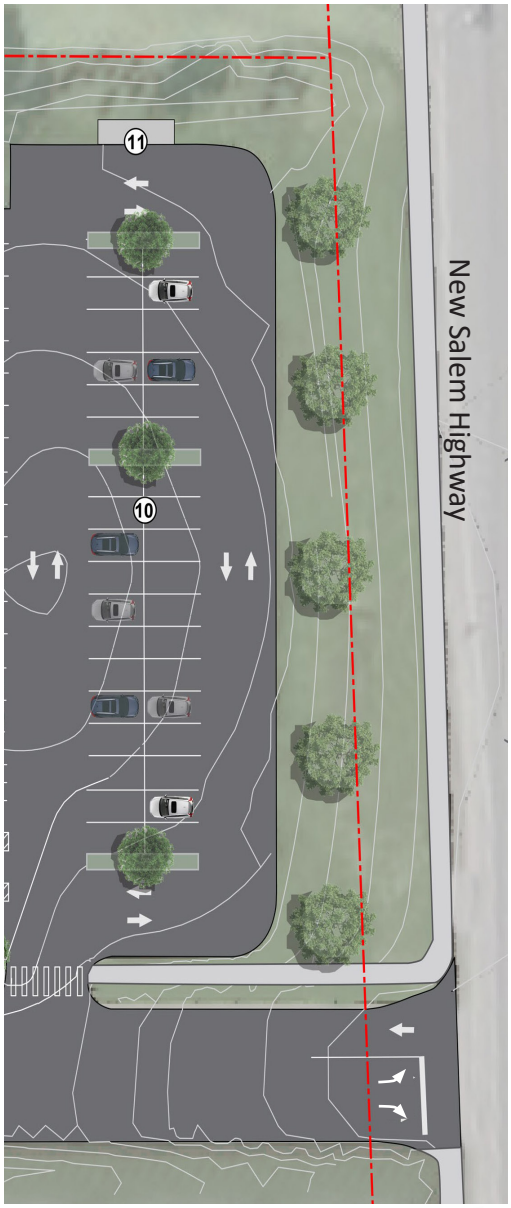


Figure 30.1 Not To Scale

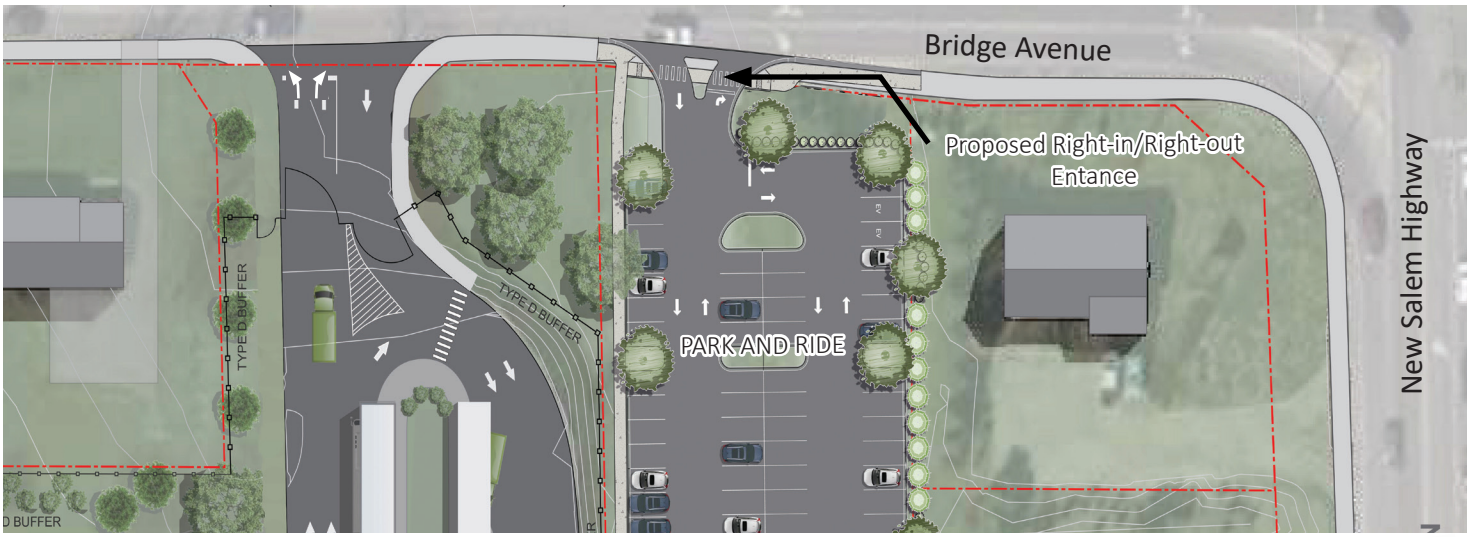
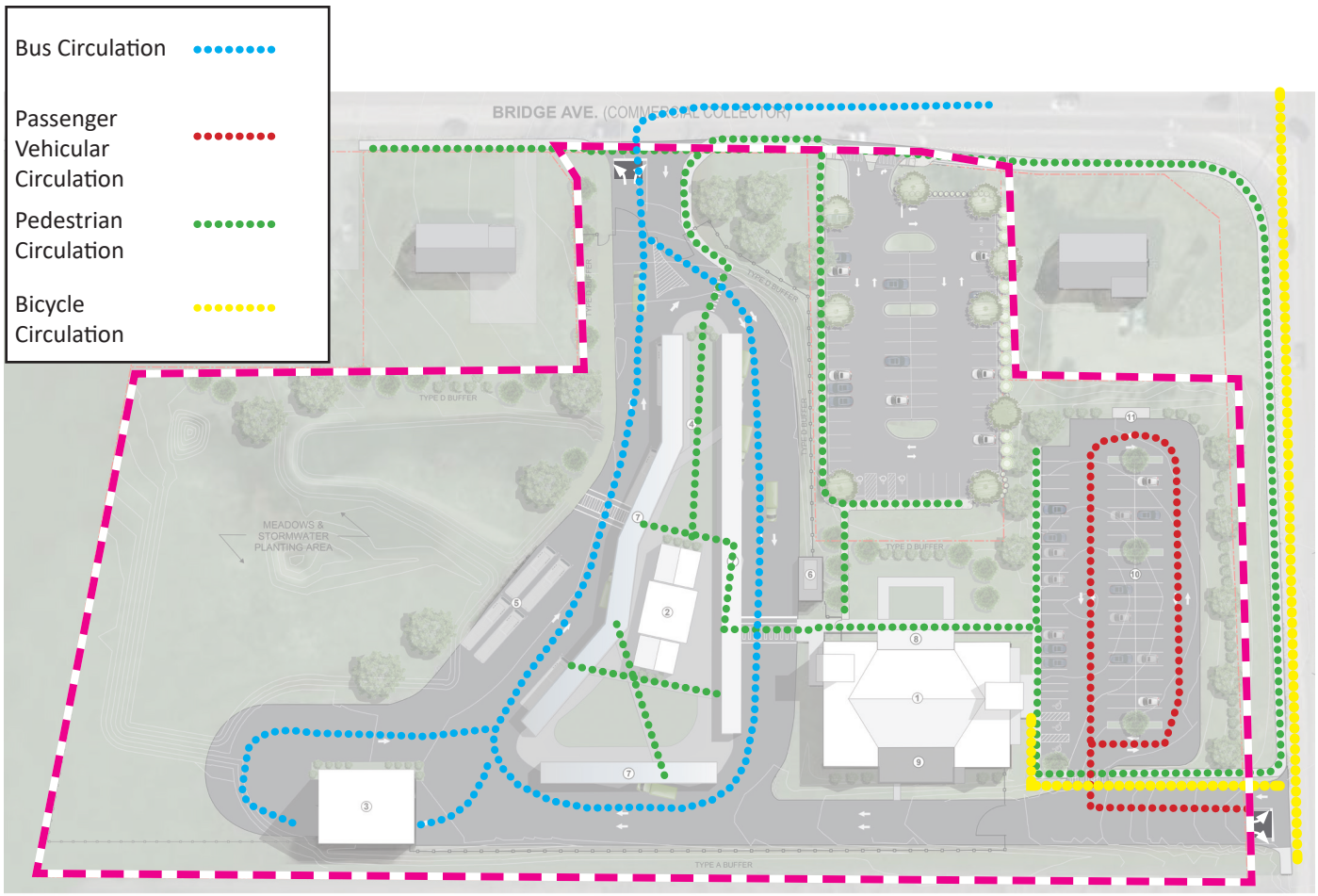


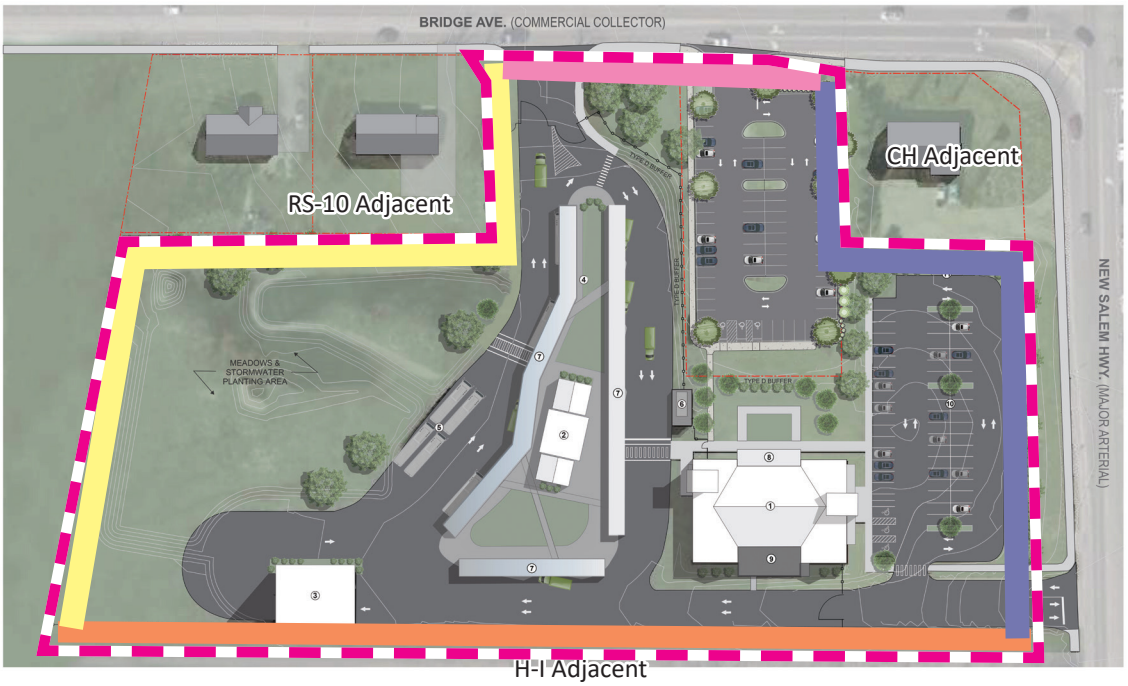
Figure 30.2 Not To Scale



Not To Scale



In areas where pedestrian and vehicular traffic conflict, stripped cross-walks shall be provided. An example of a typical crosswalk can be seen above. The pedestrian circulation within the site will be connected to the existing and/or future sidewalks along New Salem Highway and Bridge Avenue. Bicycle racks shall be provided to accommodate bicycle traffic coming into the site.



LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES



(A)



(B)

(A) Ulmus parvifolia 'Emer II'/ 'Emer II' Alle Elm
(B) Zelkova serrata 'Green Vase'/ Sawleaf Zelkova
(C) Buxus x 'Green Mountain'/ Boxwood
(D) Prunus laurocerasus 'Otto Luyken'/ Luykens Laurel
(E) Lagerstroemia indica 'GAMAD VI'/ Berry Dazzle Crape Myrtle
(F) Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass
(G) Liriope spicata 'Silver Dragon'/ Creeping Lily Turf
(H) Setcreasea pallida 'Purple Heart'/ Purple Heart Setcreasea
(I) Iberis sempervirens 'Little Gem'/ Little Gem Candytuft
(J) Liriope muscari 'Variegata'/ Variegated Lily Turf
(K) Magnolia grandiflora 'D.D. Blanchard' TM/ Southern Magnolia
(L) Thuja standishii x plicata 'Green Giant'/ Green Giant Arborvitae
(M) Cryptomeria Japonica 'Radicans'/ Japanese Cedar

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES









LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER









LANDSCAPE BUFFER: EVERGREEN TREES







Example of 6-ft Decorative Aluminum Fence





Example of 6-ft Black Anti-Climb Fence

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the community and employees, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- Buildings 1, 2, & 3 shall have 3-foot planting beds along the foundation, except at doorways and walkways so as to not impede the vehicular or pedestrian circulation on the site.
- A minimum 8 feet of landscape area between parking and all external property lines.
- A minimum 15 feet of landscape area between the PND and Bridge Avenue.
- All parking lots shall be screened from public rights-of-way screened by the use of landscaping and/or berms.
- Any portion of the property adjacent to residential uses shall be planted with a 15-foot wide Type ‘D’ Landscape buffer.
- The southern property line shall consist of a 10’ wide Type ‘A’ Buffer.
- Buffers shall be planted to the Murfreesboro Landscape Screening Standards outlined in Section 27 of the Murfreesboro Zoning Ordinance.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- Solid waste enclosure shall be screened with a masonry wall and enhanced with landscaping.
- Proposed landscaping shall conform to the City of Murfreesboro's landscaping ordinance and will be reviewed at site plan level to confirm compliance.
- Each parcel shall have a minimum 20% open space incorporated into the design.

Landscaping Exception Request:

- Remove interior perimeter plantings and screening requirements between the two PND parcels. The Bridge Avenue frontage landscape shall be enhanced in lieu of this requierment.
- No perimeter planting yard will exist between the park and ride and Transit Center Site as an approved exception within this PND.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: An exhibit is given on Pages 4-9 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: Exhibits and photographs on Pages 4-9 provide the required information to meet the aforementioned requirements. Portions of the property are subject to floodplains, and the site ultimately drains to West Fork Stones River.

3.) A plot plan, aerial photograph, or combination there of depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: Exhibits and photographs on Pages 4-9 provide the required information to meet the aforementioned requirements.

4.) A drawing defining the location and area to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Page 12 is the exhibit showing the concept plan that defines the locations of buildings, parking. Page 13 contains site standards, while Pages 30-31 illustrate ingress/egress points as well as site circulation.

5.) A circulation diagram indicating the proposed principal movement of vehicles, bicycles, goods, and pedestrians within the development to and from existing thoroughfares;

Response: Page 31 shows the proposed principal movement of pedestrians, bicycles, and vehicles through the site.

6.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:
(aa) the approximate date when construction of the project can be expected to begin;
(bb) the order in which the phases of the project will be built; and,
(cc) the minimum area and the approximate location of common space and public improvements that will be required at each phase.

Response: The project is anticipated to be developed in two phases. Development of the Park and Ride is anticipated to begin soon after rezoning approval.

7.) A written statement generally describing the relationship of the planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article

Response: The Murfreesboro (2035) Future Land-use Plan characterizes this area to be Auto-Urban (General) Commercial Character (GC), as shown on Page 7. This land-use type correlates strongly with the proposed transit center. The uses affiliated with this future land use are of expansive drives and parking areas, automobile service areas, hotel/motels, and big box stores. The proposed development's uses aligns with the needs of the General Commercial Character of the area. The recommended zoning type for these uses include Commercial Highway (CH) and Planned Developments.

8.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response 1: 1)Remove interior perimeter planting yard and screening requirements between the two PND parcels. (See Page 32)
2) Remove the maximum 0.5 Footcandles (FC) limit at the shared internal property lines within the PND.

Response 2: The applicant is requesting the following setback, lot size, lot width, and building height exceptions to the comparative CH zone district with this PND.

SETBACKS	CH	PND	DIFFERENCE	PND - INTERNAL	DIFFERENCE
New Salem Highway	42.0'	42.0'	0.0'	NA	NA
Bridge Avenue	42.0'	42.0'	0.0'	NA	NA
Side Setback	10.0'	10.0'	0.0'	0.0'	-10.0'
Rear Setback	20.0'	20.0'	0.0'	20'	0.0'
Minimum Lot Size	N/A	N/A	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A	N/A	N/A
Maximum Building Height	75.0'	35.0'	-40.0'	N/A	N/A

9.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PND, as there are no requirements for these in the comparative CH zone district.

	PND	CH
TOTAL SITE AREA	267,894 s.f.	N/A
TOTAL MAXIMUM FLOOR AREA	13,932 s.f.	N/A
TOTAL LOT AREA	(6.15 AC) 267,894 s.f.	N/A
TOTAL BUILDING COVERAGE	13,932 s.f.	N/A
TOTAL DRIVE/ PARKING AREA	104.408 s.f.	N/A
TOTAL RIGHT-OF-WAY	N/A	N/A
TOTAL LIVABLE SPACE	N/A	N/A
TOTAL OPEN SPACE	(43%) 116,405 s.f.	20%
FLOOR AREA RATIO (F.A.R.)	0.05	N/A
LIVABILITY SPACE RATIO (L.S.R.)	0.56	N/A
OPEN SPACE RATIO (O.S.R.)	0.95	N/A

10.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article.

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District, Historic District, Planned Signage Overlay District, or the City Core Overlay District. No portion of the property is within the floodway, however a portion of this property does lie within the 100-year and 500-year floodplains, according to the current FEMA Map Panel 47149C0260H Eff. Date 01/05/2007, as seen on page 12.

11.) The location and proposed improvements of any street depicted on the Murfreesboro Major Transportation Plan as adopted and as it may be amended from time to time.

Response: The proposed development does not immediately effect a road recognized by the Murfreesboro Major Transportation Plan that is recommended for improvements. New Salem Highway expansions and ROW dedications were completed in 2025. South Molloy Lane is approximately 170’ west of the project site and is anticipated to align with West Main Street on Bridge Avenue.

12.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated

Response: See Page 2 for applicant and involved parties.

13.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. And an exterior lighting plan.

Response: Architectural renderings, plans, and perspectives are provided on pages 14-28. With a written description on Page 27. A lighting plan shall be submitted at the site plan level.

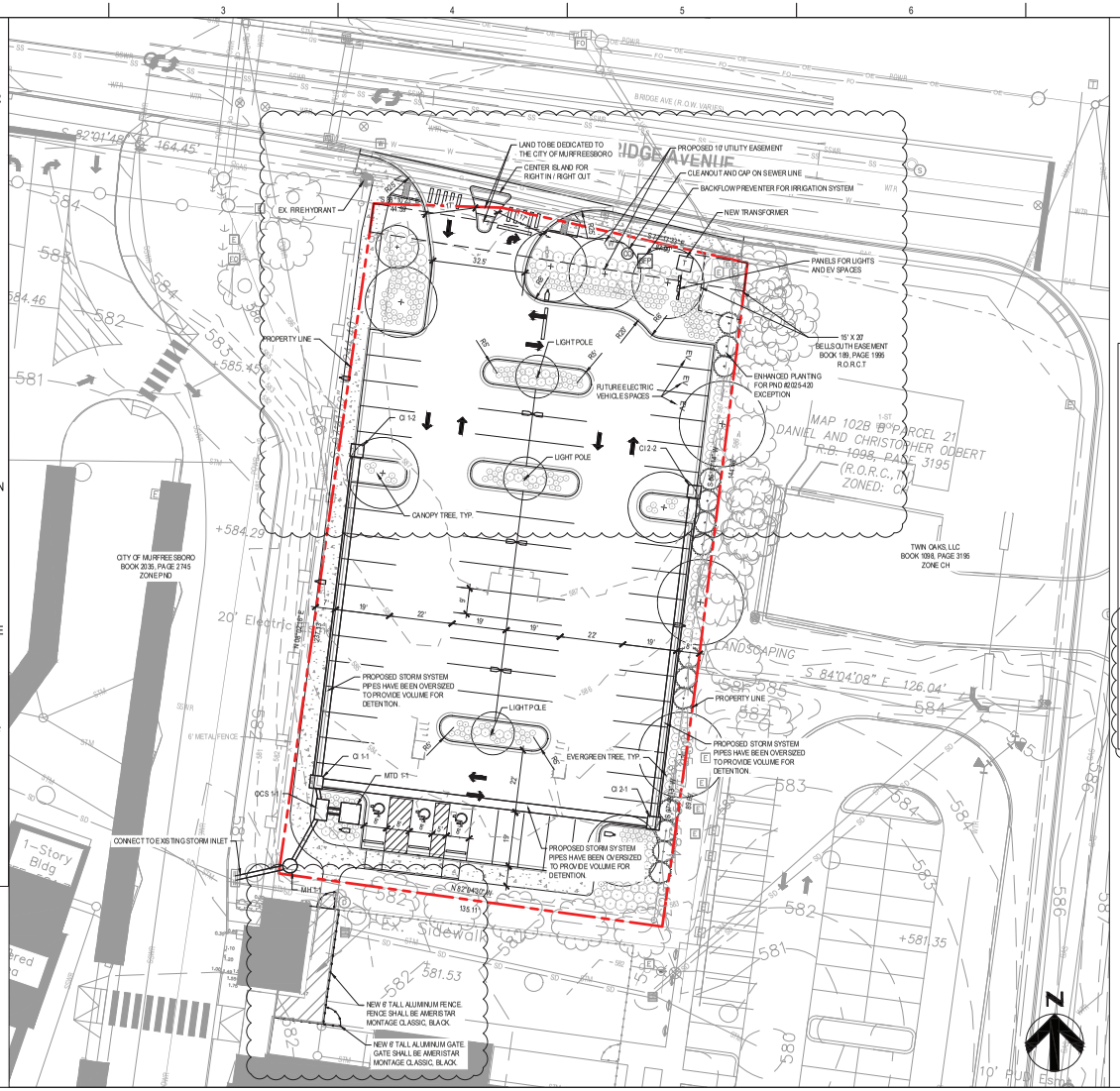
14.) The application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

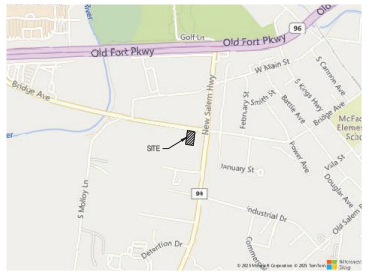
Response: Monument signage description can be found on Page 13 along with a sample image. Signage will be classified as monument signs and restricted to 40 face feet of signage per sign as per the Murfreesboro sign ordinance. All signs shall be constructed of masonry material and anchored with landscaping, and their approval is required under separate permit.

*Final site plan layout to be approved by Planning Commission

GENERAL NOTES:

1. IN ACCORDANCE WITH TCA SECTION 7-59-310(B)(1), COMPETITIVE CABLE AND VIDEO SERVICES ACT, IN CASES OF NEW CONSTRUCTION OR PROPERTY DEVELOPMENT WHERE UTILITIES ARE TO BE PLACED UNDERGROUND, THE DEVELOPER OR PROPERTY OWNER SHALL GIVE ALL PROVIDERS OF CABLE OR VIDEO SERVING THE CITY OF MURFREESBORO DATES ON WHICH OPEN TRENCHING WILL BE AVAILABLE FOR THE PROVIDERS' INSTALLATION OF CONDUIT, PEDESTALS, OR VAULTS, AND LATERALS, REFFERED TO AS EQUIPMENT TO BE PROVIDED AT EACH SUCH PROVIDERS EXPENSE.
2. ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
3. A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION. A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE DEVELOPMENT SERVICE FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
4. FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.
5. CONTRACTOR TO COORDINATE WITH THE TRAFFIC ENGINEER IN THE CITY TRANSPORTATION DEPARTMENT PRIOR TO COMMENCEMENT OF WORK IN THE R.O.W. TO AVOID DAMAGE TO TRAFFIC SIGNAL DEVICES.
6. A STORM WATER MANAGEMENT PLAN DEMONSTRATING THAT THE SITE PROVIDES FOR TREATMENT OF THE WATER QUALITY VOLUME AND PROVIDES FOR MANAGEMENT OF THE STREAMBANK PROTECTION VOLUME MUST BE PROVIDED.
7. AN ENGINEER'S CERTIFICATION OF THE CONSTRUCTION OF THE STORM WATER MANAGEMENT FACILITIES MUST BE PROVIDED TO THE DIRECTOR OF THE MURFREESBORO WATER RESOURCES DEPARTMENT PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY (IF APPLICABLE).
8. A STORM WATER FEE CREDIT APPLICATION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT (IF APPLICABLE).
9. A STORM WATER FACILITIES OPERATION AND MAINTENANCE PLAN AND A STORM WATER FACILITIES MAINTENANCE AGREEMENT MUST BE SUBMITTED PRIOR TO ISSUANCE OF A BUILDING PERMIT (IF APPLICABLE).
10. THE STORM WATER FACILITIES MAINTENANCE AGREEMENT MUST BE RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY (IF APPLICABLE).





VICINITY MAP
1" = 1,000'

LOT STATISTICS

OWNER	WeGo PUBLIC TRANSIT / MTA
ADDRESS	725 BRIDGE AVENUE
PARCEL ID	102B-B-020.00-000
CURRENT ZONE	RS-10
PROPOSED ZONE	PND
LOT AREA	31,965.35 SF (0.7338 AC)
LOT FRONTAGE	132.58'

PARKING STATISTICS

TOTAL PARKING PROV.	75 SPACES
STANDARD	69 SPACES
ADA	3 SPACES
ELECTRIC VEHICLE (EV)	3 SPACES

INTERIOR LANDSCAPING

PARKING AREA	23,853 SF
INTERIOR REQUIRED (4%)	954 SF
INTERIOR PROVIDED (5.2%)	1,232 SF

BUFFER LANDSCAPING

EAST BOUNDARY REQUIRED WIDTH	8 FEET

LEGEND

EX. MAJOR CONTOUR	GAS LINE
EX. MINOR CONTOUR	WATER LINE
PROPOSED MAJOR CONTOUR	OVERHEAD ELECTRIC LINE
PROPOSED MINOR CONTOUR	SANITARY LINE
STORM LINE	PROPERTY LINE
	EASEMENT

HDR ENGINEERING, INC. | CA 0443AE
1917 S. 67TH STREET
OMAHA, NE 68106
(402) 399-1000

ISSUE	DATE	DESCRIPTION
D	10/01/2025	SITE PLAN SUBMITTAL
C	09/26/2025	95% ISSUED FOR REVIEW
B	09/09/2025	60% ISSUED FOR REVIEW
A	08/15/2025	30% ISSUED FOR REVIEW

PROJECT MANAGER	J. LANCASTER
PROJECT DESIGNER	A. BENDER
PROJECT ENGINEER	E. MOORE
REVIEWER	W. TURLEY
PROJECT NUMBER	10431933

PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

WeGo PUBLIC TRANSIT / MTA
MURFREESBORO PARK & RIDE

725 BRIDGE AVENUE
MURFREESBORO, TN 37129

SITE PLAN

FILE NAME 10431933-00G-001.DWG
SCALE 1" = 20'

SHEET 00G-001

C:\PW\WORKINGDIR.ASTIV1\10448870\10431933-00G-001.DWG
03/06/2026 10:57:56 AM

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 1, 2025

6:00 PM **CITY HALL**

MEMBERS PRESENT
Jami Averwater, Vice-Chair
Reggis Harris
Kelly G Rollins
Shawn Wright

STAFF PRESENT
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Stephen Anthony, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Vice-Chair Jami Averwater called the meeting to order.

2. Determination of a quorum.

Vice-Chair Jami Averwater determined that a quorum was present.

3. Public Comments.

Vice-Chair Jami Averwater announced that no one signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the September 17, 2025 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the September 17, 2025 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote.

Aye: Jami Averwater
Reggie Harris
Kelly G Rollins
Shawn Wright

Nay: None

Zoning application [2025-420] for approximately 0.72 acres located along Bridge Avenue to be rezoned from RS-10 to PND and to amend the existing PND zoning (Transit Center PND #2021-413) for approximately 5.4 acres located along New Salem Highway and Bridge Avenue, WeGo Public Transit applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Vice-Chair Jami Averwater opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Vice-Chair Jami Averwater closed the public hearing.

There being no further discussion, Mr. Kelly G Rollins made a motion to approve the zoning application subject to all staff comments and to revising the pattern book as needed before City Council; the motion was seconded by Mr. Reggie Harris and carried by the following vote:

Aye: Reggie Harris
Kelly G Rollins
Shawn Wright
Jami Averwater

Nay: None

6. Staff Reports and Other Business:

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

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83

ORDINANCE 25-OZ-39 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.72 acres along Bridge Avenue from Single-Family Residential Ten (RS-10) District to Planned Institutional Development (PND) District and to amend approximately 5.4 acres of the existing Planned Institutional Development (PND) District (Transit Center PND #2021-413) along New Salem Highway and Bridge Avenue, as indicated on the attached map, WeGo Public Transit, applicant [2025-420 amends and supersedes 2021-413].

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 rezoned to Planned Institutional Development (PND) District and to amend the conditions of the Planned Institutional Development (PND) District, for the purpose of allowing for the construction of a "park and ride" parking lot to operate in conjunction with and adjacent to the City's new Transit Center facility.

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

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

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

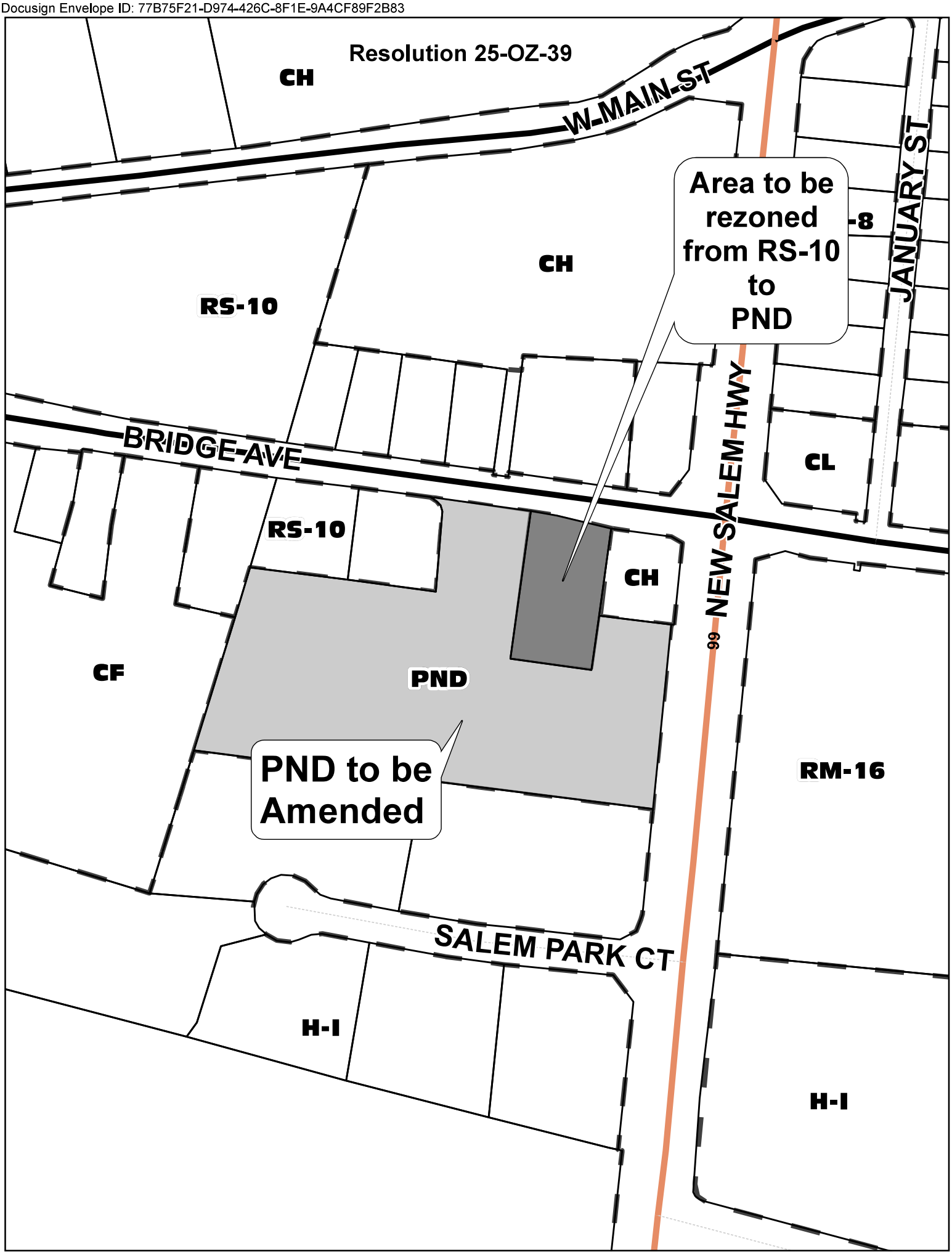
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
45A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL

Docusign Envelope ID: 77B75F21-D974-426C-8F1E-9A4CF89F2B83



COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Sewer Allocation Variance- Joe B Jackson Parkway – McDonald's

Department: Planning

Presented by: Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approve the variance request allowing higher single-family unit equivalent density (sfu) by approximately 3.18 sfu's for a proposed restaurant.

Background Information

The developers of a proposed McDonald's restaurant have been in contact with Planning and Water Resources staff. The restaurant is proposed to be located on an existing lot situated at the southwest corner of Joe B Jackson Parkway and Elam Farms Parkway. This lot is zoned Heavy Industrial (H-I), which only allows 4.0 single family unit equivalents (sfu) per acre.

The lot in question is ≈1.51 acres in size, allowing for only 6.02 sfu. The anticipated usage is approximately 9.2 sfu; therefore, the proposed development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax revenue.

Council Priorities Served

Improve economic development

The proposed restaurant development will create jobs within the community and provide the City and MWRD additional revenue.

Concurrence

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The development will generate tax and fee revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Concept site plan and elevations
3. Memo from MWRD

November 20, 2025

City of Murfreesboro
111 W. Vine Street, Murfreesboro TN

RE: Sewer Allocation Variance Request
New McDonald's Building (041-1261)
1536 Joe B Jackson Parkway, Murfreesboro TN

To Whom It May Concern:

Please accept this as our variance request for the new proposed McDonald's site located at 1536 Joe B Jackson Parkway, Murfreesboro TN. The property in question is approximately 1.506 acres in size and is zoned H-I Industrial. The sewer allocation ordinance allows for 4.0 SFU/Acre of sewer flow for this property. As such, the allocation ordinance only allows for 6.02 SFU total for this site. The historical average flow for 3 other McDonald's locations within the City of Murfreesboro is 9.20 SFU.

Given this information, McDonalds is requesting a variance from the sewer allocation ordinance to grant an additional 3.18 SFU of sewer flow, totally 9.20 SFU for this site.

We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes.

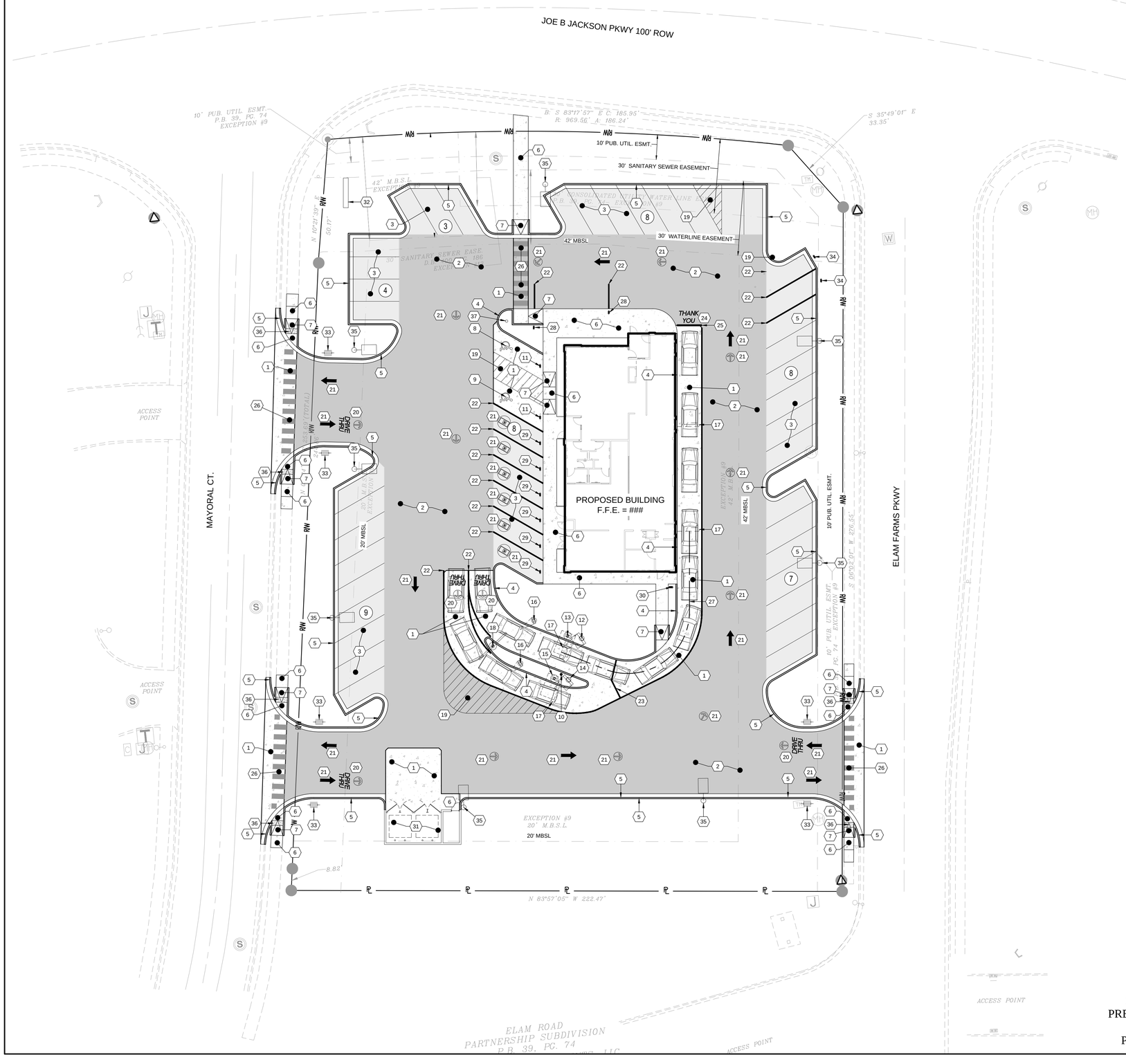
If you have any questions or need additional information, please feel free to reach out to me directly.

Sincerely,

Jeramy Williams

Jeramy Williams, Architect, NCARB
Principal Architect
jeramy@jaw-arch.com
817-705-3387

PRELIMINARY - NOT FOR FINAL REVIEW



SITE DATA INFORMATION	
PROPOSED LOT AREA	APPROX. 1.51 ACRES
ZONING	H-I - HEAVY INDUSTRIAL
PARCEL	LOT 3 OF ELAM ROAD PARTNERSHIP
PROPOSED USE	QUICK SERVICE RESTAURANT
REQUIRED PARKING (1 / 100 SQ FT)	4167 SQ FT / 100 = 4167 OR 42 SPACES
PROPOSED PARKING	36 REGULAR SPACES 2 ACCESSIBLE PARKING SPACES 10 DESIGNATED PARKING SPACES 48 TOTAL PARKING SPACES
PROPOSED QUEUING	12 SPACES (REQUIRED 10 MIN.)
PROPOSED FLOOR AREA	4167 SQ. FT.
PROPOSED BUILDING HEIGHT	20' - 10" 1-STORY
BUILDING SETBACKS	FRONT 42' SIDE 0' REAR 20'

CONSTRUCTION LEGEND

- HEAVY DUTY ASPHALT PAVEMENT
- LIGHT DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT / SIDEWALK

KEY NOTES

1. NEW CONCRETE PAVEMENT (REFER TO DETAIL 1 / SD-1)
2. NEW HEAVY DUTY ASPHALT PAVEMENT (REFER TO DETAIL 2 / SD-1)
3. NEW LIGHT DUTY ASPHALT PAVEMENT (REFER TO DETAIL 2 / SD-1)
4. PROPOSED 6" HEADER CURB (REFER TO DETAIL 3 / SD-1) / 3" TALL @ DRIVE-THRU (REFER TO DETAIL 4 / SD-1)
5. PROPOSED CURB AND GUTTER (REFER TO DETAIL 5 / SD-1)
6. PROPOSED ADA COMPLIANT SIDEWALK (REFER TO DETAIL 6 / SD-1)
7. PROPOSED CURB RAMP (REFER TO DETAIL 1 / SD-2 AND GRADING PLAN)
8. VAN ACCESSIBLE HANDICAP STALL REFER TO ADA GUIDELINES
9. STANDARD ACCESSIBLE HANDICAP STALL ADA GUIDELINES
10. 6" DIA. BOLLARD (REFER TO DETAIL 7 / SD-1)
11. HANDICAP PARKING SIGN IN BOLLARD WITH POLY SLEEVE - 1 VAN ACCESSIBLE AND 1 STANDARD ACCESSIBLE. (REFER TO DETAIL 8 / SD-1)
12. PROPOSED PRIMARY MENU BOARD (REFER TO ARCHITECTURAL PLANS)
13. PROPOSED PRIMARY C.O.D. WITH CANOPY (REFER TO ARCHITECTURAL PLANS)
14. PROPOSED SECONDARY MENU BOARD (REFER TO ARCHITECTURAL PLANS)
15. PROPOSED SECONDARY C.O.D. WITH CANOPY (REFER TO ARCHITECTURAL PLANS)
16. PROPOSED PRE-BROWSE BOARD (REFER TO ARCHITECTURAL PLANS)
17. PROPOSED LOOP DETECTOR. REFER TO ELECTRICAL PLANS
18. PROPOSED DOUBLE GATEWAY SIGN (REFER TO ARCHITECTURAL PLANS)
19. TRAVERSE STRIPING (REFER TO DETAIL 9 / SD-1)
20. "DRIVE THRU" PAVEMENT MARKING WITH DRIVE THROUGH ARROW (REFER TO DETAIL 9 / SD-1)
21. PAVEMENT MARKINGS (REFER TO DETAIL 9 / SD-1)
22. 6" LANE STRIPE (REFER TO MCDONALD'S STANDARD DETAILS)
23. 6" MERGE STRIPE (REFER TO MCDONALD'S STANDARD DETAILS)
24. THANK YOU (REFER TO MCDONALD'S STANDARD DETAILS AND DETAIL 9 / SD-1)
25. 8" STOP BAR (REFER TO MCDONALD'S STANDARD DETAILS)
26. CROSSWALK STRIPING (REFER TO DETAIL 9 /SD-1)
27. 100' DISTANCE FROM CENTER OF OPEN CASH WINDOW TO CENTER OF PRIMARY LANE COD.
28. RESERVE ROLL FORWARD SIGN. (REFER TO DETAIL 9 /SD-3)
29. RESERVE CURBSIDE/MOP SIGN. (REFER TO DETAIL 9 /SD-3)
30. "PLEASE HAVE YOUR PAYMENT READY" BOLLARD SIGN MUST BE 30" MIN. FROM FACE OF CURB AND 6' FROM THE BACK OF THE BUILDING. (REFER TO DETAIL 9 /SD-3)
31. PROPOSED DUMPSTER ENCLOSURE WITH STORAGE SHED (REFER TO ARCHITECTURAL PLANS)
32. PROPOSED MCDONALD'S MONUMENT SIGN BY SIGN INSTALLER
33. PROPOSED DIRECTIONAL SIGNAGE (REFER TO ARCHITECTURAL PLANS)
34. MCDELIVERY COURIER SIGN (REFER TO DETAIL 9 /SD-3)
35. PROPOSED LIGHT POLE (REFER TO DETAIL 3 / SD-2)
36. DETECTABLE WARNING SURFACE (REFER TO DETAIL 4 / SD-2)
37. FLAG POLE BY SIGN INSTALLER

24-HOUR CONTACT
PRECONSTRUCTION ACM:
AMY SWITZER
PHONE: (913) 660-2205

24-HOUR CONTACT
CONSTRUCTION ACM:
NATE WILSON
PHONE: (615) 714-5856

Tennessee 811

20 10 0 20 40

BY	DESCRIPTION	DATE	REV

stv
65 ABERDEEN DRIVE GLASGOW KY
270.651.7220

PREPARED BY:

PREPARED FOR:
McDonald's USA, LLC®

These drawings and specifications are the confidential and proprietary property of McDonald's Corporation and/or its related companies and are not to be reproduced without written authorization. The contract documents were prepared for use on this specific site in conjunction with its issue date and revisions and may not be suitable for use on a different site or at a later date. Use of these drawings for reference or example on another project requires the services of properly licensed architects and engineers. Reproduction of the contract documents for reuse on another project is not authorized.

SCALE:	1" = 20'
DATE ISSUED:	X-X-X
DRAWN BY:	M. ALLEN
REVIEWED BY:	R. TUTT

TITLE: SITE LAYOUT PLAN

DESCRIPTION: NEW RESTAURANT
STV PROJECT NO. 225-179

SITE ID:	SITE ADDRESS
41-1261	1536 JOE B JACKSON PKWY., MURFREESBORO, TN 37127

SHEET NO.: C-3.0

BUILDING MATERIAL CALCULATIONS BUILDING										
	South Elevation (Rear)		North Elevation (Front)		East Elevation (DT)		West Elevation (Non-DT)		Totals	
Materials	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**
Brick	593	66.41%	482	63.25%	964	58.25%	1,135	73.42%	3,174	65.36%
Limestone	110	12.32%	64	8.40%	249	15.05%	169	10.93%	592	12.19%
Wood-Look Battens	190	21.28%	191	25.07%	50	3.02%	211	13.65%	642	13.22%
Alpolic Panels	0	0.00%	0	0.00%	373	22.54%	0	0.00%	373	7.68%
Metal Canopy	0	0.00%	25	3.28%	19	1.15%	31	2.01%	75	1.54%
Totals (Excluding Glazing)	**893**	**100%**	**762**	**100%**	**1,655**	**100%**	**1,546**	**100%**	**4,856**	**100%**
	South Elevation		**North Elevation**		**East Elevation**		**West Elevation**		**Totals**	
Materials	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**
Glazing/Openings	49	5.20%	205	21.20%	390	19.07%	521	25.21%	1,165	19.35%
Total Façade	**942**	**15.65%**	**967**	**16.06%**	**2,045**	**33.96%**	**2,067**	**34.33%**	**6,021**	**100%**

Approximately 30% Total Void Space (Glazing/Openings/Decorative Brick)

2



PRELIMINARY - NOT FOR FINAL REVIEW

1 A2.2 **FRONT ELEVATION** 1/4" = 1'-0"



2 A2.2 **NON-DRIVE-THRU ELEVATION** 1/4" = 1'-0"



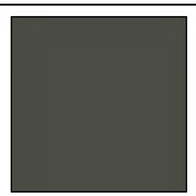
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BR 2 MODULAR FACE BRICK COLOR: EBONY BY ACME BRICK COMPANY



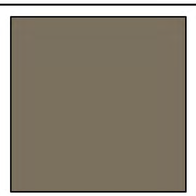
LL NATURAL LIMESTONE BY SALADO LIMESTONE COLOR: LINEN FINISH: BRUSHED



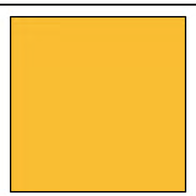
CA CITADEL ACM WALL PANELS COLOR: UMBRA GRAY



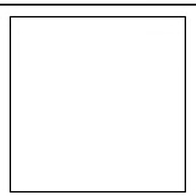
AL METAL ERA ALUMINUM BATTEN SYSTEM COLOR WOOD GRAIN WALNUT



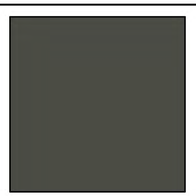
D HOLLOW METAL DOOR "FAIRVIEW TAUPE" HC-85 BY BENJAMIN MOORE



UN METAL UNDERSCORE COLOR: GOLD



C1 ALUMINUM CANOPY SYSTEM COLOR: WHITE



C2 ALUMINUM CANOPY SYSTEM COLOR: RAL 7022

DESCRIPTION	REV	DATE	BY

PREPARED BY:
JAW Architects, Inc.
Jeremy Williams, Architect
Phone 817.705.3387
Email jeremy@jaw-architects.com

PREPARED FOR:
McDonald's USA, LLC

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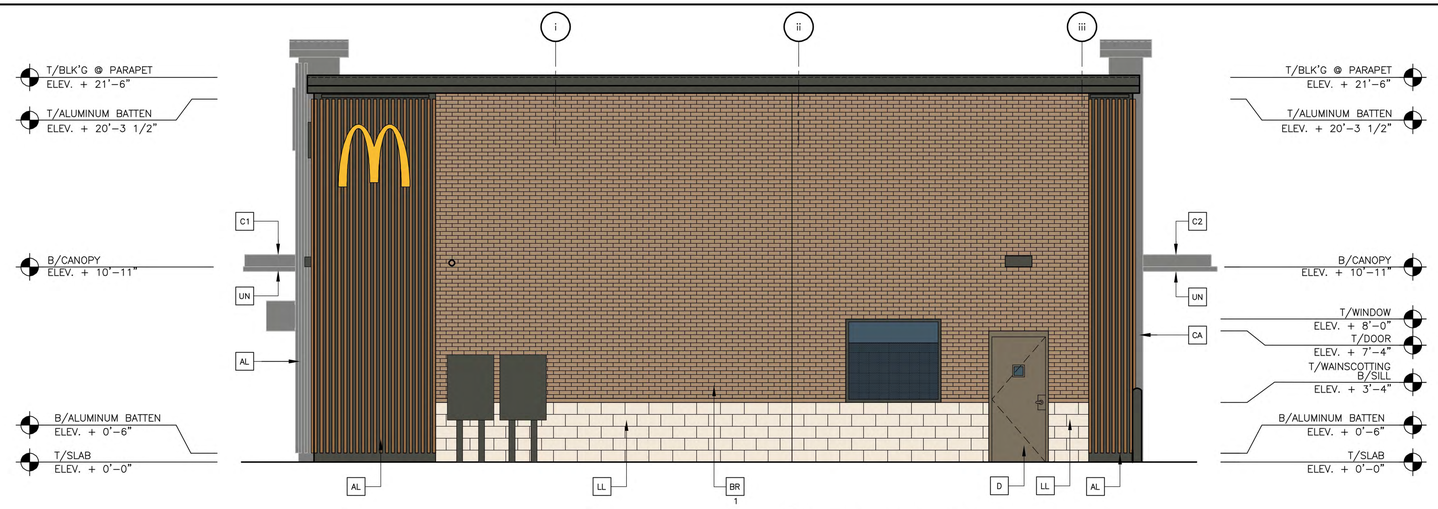
DRAWN BY	JAW
STD ISSUE DATE	2025
REVIEWED BY	JAW
DATE ISSUED	10/17/2025
SITE ADDRESS	SWC OF JOE B JACKSON PKWY & MAYORAL CT, MURFREESBORO, TN
SITE ID	041-1261

TITLE
2025 STANDARD BUILDING - BB20
4590-WOOD/WOOD
DESCRIPTION
WOOD BEARING WALLS
WOOD ROOF TRUSS FRAMING

SHEET NO.
JAWA 25-0143
A2.2
ELEVATIONS



1 A2.1 **DRIVE THRU ELEVATION**
1/4" = 1'-0"



2 A2.1 **REAR ELEVATION**
1/4" = 1'-0"

2

BUILDING MATERIAL CALCULATIONS BUILDING										
	South Elevation (Rear)		North Elevation (Front)		East Elevation (DT)		West Elevation (Non-DT)		Totals	
Materials	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**
Brick	593	66.41%	482	63.25%	964	58.25%	1,135	73.42%	3,174	65.36%
Limestone	110	12.32%	64	8.40%	249	15.05%	169	10.93%	592	12.19%
Wood-Look Battens	190	21.28%	191	25.07%	50	3.02%	211	13.65%	642	13.22%
Alpolic Panels	0	0.00%	0	0.00%	373	22.54%	0	0.00%	373	7.68%
Metal Canopy	0	0.00%	25	3.28%	19	1.15%	31	2.01%	75	1.54%
Totals (Excluding Glazing)	**893**	**100%**	**762**	**100%**	**1,655**	**100%**	**1,546**	**100%**	**4,856**	**100%**
	South Elevation		**North Elevation**		**East Elevation**		**West Elevation**		**Totals**	
Materials	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**	**SF**	**%**
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Approximately 30% Total Void Space (Glazing/Openings/Decorative Brick)



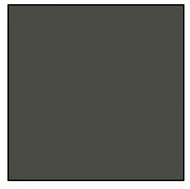
BR 1 MODULAR FACE BRICK
COLOR: MUSHROOM BROWN
BY ACME BRICK COMPANY



BR 2 MODULAR FACE BRICK
COLOR: EBONY
BY ACME BRICK COMPANY



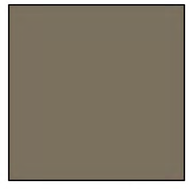
LL NATURAL LIMESTONE BY
SALADO LIMESTONE
COLOR: LINEN
FINISH: BRUSHED



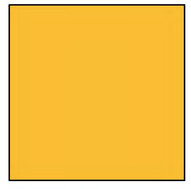
CA CITADEL ACM WALL PANELS
COLOR: UMBRA GRAY



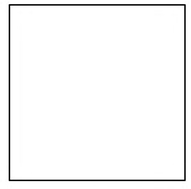
AL METAL ERA ALUMINUM
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COLOR WOOD GRAIN
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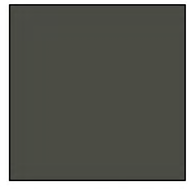
D HOLLOW METAL DOOR
"FAIRVIEW TAUPE" HC-85
BY BENJAMIN MOORE



UN METAL UNDERSCORE
COLOR: GOLD



C1 ALUMINUM CANOPY SYSTEM
COLOR: WHITE



C2 ALUMINUM CANOPY SYSTEM
COLOR: RAL 7022

			BY
			DESCRIPTION
			DATE
			REV

PREPARED BY:
JAW Architects, Inc.
Jeremy Williams, Architect
Phone 817-705-3307
Email jeremy@jaw-architecture.com

PREPARED FOR:
McDonald's USA, LLC

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DRAWN BY	JAW
STD ISSUE DATE	2025
REVIEWED BY	JAW
DATE ISSUED	10/17/2025

TITLE
2025 STANDARD BUILDING - BB20
4590-WOOD/WOOD
DESCRIPTION
WOOD BEARING WALLS
WOOD ROOF TRUSS FRAMING

SITE ADDRESS
SWC OF JOE B JACKSON PKWY & MAYORAL CT, MURFREESBORO, TN
SITE ID
041-1261

SHEET NO.
JAWA 25-0143
A2.3
ELEVATIONS

MEMORANDUM

DATE: November 19, 2025

TO: Matthew Blomley

FROM: Valerie H. Smith

SUBJECT: McDonald's
1536 Joe B Jackson Parkway
Map 126, Parcel 050.31
Sewer Allocation Ordinance Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

Effects within Basin by Providing Variance to Sewer Allocation

The above property is within sewer flow basin MF12A. MF12A has improvements planned for the County Farm Road Pump station which will bring the remaining available connections in the basin to 823. This project will flow into either an 8" sewer main along the eastern border of Mayoral Ct or a 12" sewer main along the southern border of Joe B Jackson Pkwy, both of which have adequate capacity.

Per the most recent sewer connection model of the system, Basin MF12A will have capacity for 823 connections after the proposed County Farm Rd Pump Station upgrades. By committing sewer service to this development, basin MF12A's sewer connection capacity will be reduced by one connection, resulting in 822 available connections for future developments. Please note that while the McDonalds is counted as one sewer connection, the assumed calculated single-family unit equivalency, per the Engineers letter and MWRD historical data, is determined to be 9.20, resulting in a larger sewer discharge than the 387 gallon per day per connection average that the model is based upon.

The request is for an allowance of 9.20 single family units (sfu's) which is 3.18 sfu's above the 6.02 sfu's allowed per the Ordinance. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title:	Sewer Allocation Variance- Alumni Drive – MTSU On-Campus Housing
Department:	Planning
Presented by:	Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approve the variance request allowing higher single-family unit equivalent density (sfu) by approximately 676 sfu's for proposed on-campus college dormitories.

Background Information

A site plan has been approved for a new on-campus housing development at MTSU with 552 beds. In addition, MTSU has plans for additional redevelopment on campus that would add 1,448 more beds, for a total of 2,000 beds on this 14.7 acres, which is the equivalent of 808 sfu's (single family unit equivalents). The subject property is zoned Colleges-Universities (CU), which only allows 9 single family unit equivalents (sfu) per acre for dormitories.

This 14.7-acre portion of MTSU's campus is allowed only 132 sfu, per the ordinance. The anticipated usage is approximately 808 sfu; therefore, the proposed development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the public benefit of MTSU providing on-campus housing options for students, reducing the need for off-campus student housing.

Council Priorities Served

Improve economic development

MTSU is an economic engine for the community and creating additional on-campus housing options for its students will help to ensure its long-term viability.

Expand Infrastructure

Approval of the sewer variance will facilitate an increase in the amount of on-campus student housing, keeping up with the demands of the student population and potentially reducing reliance on off-campus student housing.

Concurrence

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The development will generate fee revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Concept site plan
3. Memo from MWRD

November 7, 2025

Mr. Ben Newman
Director of Land Management and Planning
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Re: MTSU Sewer Allocation Variance Request
BCA No. 2846-09

Dear Mr. Newman:

On behalf of our client, Middle Tennessee State University (MTSU), we formally request an increase in the allotted sewer flow from 132 SFUs to 808 SFUs for Womack Commons Housing and future housing projects.

Womack Housing Development area consists of 14.7 acres bound by Blue Raider Drive, Homecoming Circle and Alumni Drive as shown in Figure 1 below.

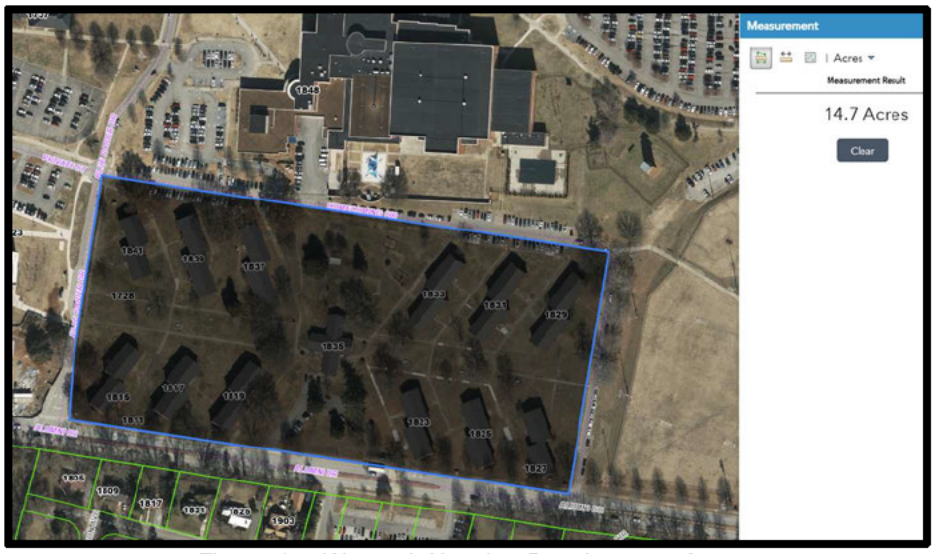


Figure 1 – Womack Housing Development Area

The area is currently occupied by thirteen student housing buildings containing 193 units/253 beds. All existing buildings will be demolished to allow for the development of a new 5-story student housing building containing 150 units/558 beds, a new parking garage (no sewer), and future student housing building(s).

Resolution 19-R-26 passed by City Council allows 9 SFUs per acre for dormitories on CU zoned property. Therefore, the allowable SFUs per resolution is 132 SFUs (34,320 gpd). MTSU has programmed the development area to contain up to 2,000 beds for student housing resulting in a need of 808 SFUs based on a flow rate of 105gpd/bed (2,000 beds x 105 gpd/bed = 210,000 gallons / 260 = 808 SFUs). Therefore, we are requesting an increase of 676 SFUs.

The flow rate of 105 gpd is based on historical flow data from housing/dormitories on MTSU's campus. MTSU provided 12-month water consumption and occupancy rates for the existing Womack Housing and Cummings Hall which produced flow rates from 70 gpd/bed to 105 gpd/bed as show in Figure 2. The 105 gpd/bed was used in our SFU request as a conservative approach.

Water Usage for Womack Lane & Cummings Hall — 11/7/2025

FY - 2024-2025

Family Student Housing (Womack) — Houses ABCDEF

	CF	GAL	OCC
Jul-24	61,471	459,837	43
Aug-24	74,438	556,834	102
Sep-24	94,640	707,959	102
Oct-24	102,808	769,059	110
Nov-24	60,906	805,777	110
Dec-24	106,685	798,061	110
Jan-25	98,005	733,131	111
Feb-25	83,178	622,218	111
Mar-25	110,479	826,439	111
Apr-25	78,953	590,612	110
May-25	84,784	634,230	86
Jun-25	61,801	462,301	62
Total	1,018,148	7,966,458	1,168

Family Student Housing (Womack) — Houses GHIJKL

	CF	GAL	OCC
Jul-24	20,719	154,986	39
Aug-24	20,806	155,642	130
Sep-24	37,024	276,960	131
Oct-24	31,880	238,480	132
Nov-24	21,686	234,748	132
Dec-24	33,573	251,146	130
Jan-25	25,576	191,323	134
Feb-25	38,868	290,756	133
Mar-25	21,289	159,256	133
Apr-25	22,774	170,361	131
May-25	7,856	58,767	-
Jun-25	2,615	19,559	-
Total	284,666	2,201,984	1,225

No residents, preparing for demolition

Cummings Hall

	CF	GAL	OCC
Jul-24	7,995	59,807	0
Aug-24	25,280	189,111	334
Sep-24	53,424	399,639	337
Oct-24	57,007	426,962	335
Nov-24	46,591	382,441	332
Dec-24	23,641	176,847	332
Jan-25	32,004	239,405	329
Feb-25	18,737	140,165	330
Mar-25	42,462	317,635	327
Apr-25	49,124	367,473	323
May-25	21,937	164,099	317
Jun-25	6,880	51,467	0
Total	385,082	########	3296

Hall used for summer camps but number of persons unknown, used zero occupancy for conservative calculations

TOTALS (Womack + Cummings)

Gallons	Beds	Gal/Month/Bed	GPD/BED
674,630	82	8227.20	265.39
901,567	566	1592.91	51.38
1,384,558	570	2429.05	80.97
1,434,501	577	2486.14	80.20
1,422,966	574	2479.03	82.63
1,226,054	572	2143.45	69.14
1,163,859	574	2027.63	65.41
1,053,139	574	1834.74	65.53
1,303,330	571	2282.54	73.63
1,128,446	564	2000.79	66.69
857,096	403	2126.79	68.61
533,327	62	8602.05	286.73

All 12 Months	Total	1256.32
	Avg	104.69
9 Months (excludes with zeor or unknown Occupancy)	Total	635.59
	Avg	70.62

Project Acerage	14.70
Alloted SFU/Acre Per Ordinance	9
SFU's Allowed by Ordinance	132
Project Beds	558
GPD/ Bed Avg.	105
Project Flow - GPD/Bed	58,590
SFU's Needed	225
Delta	93

Masterplanned Beds	2,000
GPD/ Bed Avg.	105
Masterplanned Flow - GPD/Bed	210,000
SFU's Needed	808
Delta	675

Figure 2 – Flow Rate Calculations

Providing on campus housing is an integral part of student life and MTSU long term goals, therefore we respectfully request approval of the increase in SFUs.

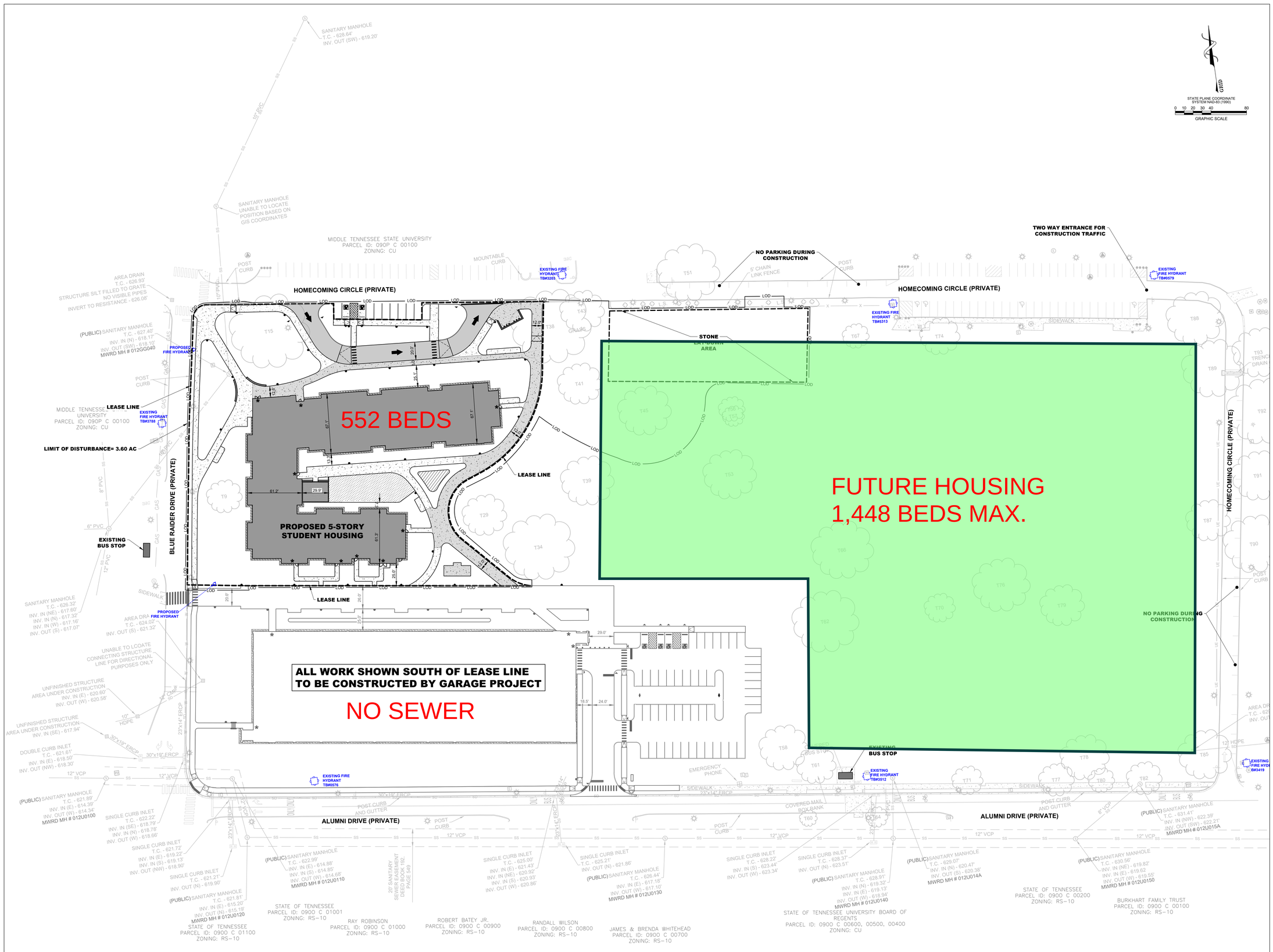
If you have any questions, please do not hesitate to contact me at [redacted] or (615) 356-9911.

Sincerely,

Jeff Hooper, P.E.
Principal

Cc: Ms. Jamie Brewer, MTSU
Ms. Valerie Smith, MWRD

civil/2846/2846-09/Corr/06 Sewer Capacity/MTSU Housing Sewer Availability.doc



SGS

BCA BARGE CIVIL ASSOCIATES

6606 CHARLOTTE PIKE, SUITE 210, NASHVILLE, TN 37209
615.356.9911 ▾ BCAcivil.com ▾ BCA FILE NO. 2846-09

THE ANNEX GROUP

WOMACK COMMONS

1835 ALUMNI DRIVE
MURFREESBORO, TN 37132

JEFFREY C. HOOPER
REGISTERED ENGINEER
STATE OF TENNESSEE

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NO:	DATE:	REVISION:

25026.00

OVERALL SITE PLAN

C1.01

11.21.2025

100% CONSTRUCTION DOCUMENTS

MEMORANDUM

DATE: November 20, 2025

TO: Ben Newman

FROM: Valerie H. Smith

SUBJECT: MTSU Student Housing
Alumni & Blue Raider Drive
Map 090P, Group C, Parcel 1.00
Sewer Allocation Ordinance Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

Effects within Basin by Providing Variance to Sewer Allocation

The above property is within sewer flow basin MF10. This student housing project of 2000 beds or 808 sfu equivalents, at full build out, will connect to an existing 10" sewer main along Blue Raider Drive or a 12" sewer main along Alumni Drive, both of which have adequate capacity.

Per the Ordinance the property is allotted 132 sfu's based on a zoning of CU (dormitories), which is allotted 9 sfu's/acre, and an acreage of 14.7 acres. Per the most recent sewer connection model of the system, Basin MF10 has capacity for 4350 connections. By committing sewer service to this development, basin MF10's sewer connection capacity will be reduced by 808 connections, resulting in 3542 available connections for future developments.

The request is for an allowance of 808 single family units (sfu's), 676 sfu's above the 132 sfu's allowed per the Ordinance. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Ordinance 25-O–41 Amendment to Ethics Code

Department: Legal

Presented by: Adam F. Tucker

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider Ordinance 25-O-41 amending the City's Ethics Code by clarifying the exceptions to the Code's general prohibition on the acceptance of gifts by City officials and employees.

Staff Recommendation

Approve Ordinance 25-O-41 on first reading.

Background Information

In September, the City Council adopted Ordinance 24-O-25 which established a new Ethics Code for City officials and employees. Section 321(C) of the Code establishes certain exceptions to the Ethics Code's general prohibition on the acceptance of gifts by City officials and employees. Some of the exceptions are established by reference to the "gifts, gratuities, honoraria, and other things listed in Tennessee Ethics Commission Act," including T.C.A. § 3-6-305(b). Referencing the Tennessee Ethics Commission Act instead of listing actual permissible exceptions to the general prohibition, however, has created uncertainty among some City employees as to the types of gifts that are permitted and those that are prohibited. Ordinance 25-O-41 seeks to add greater clarity to this part of the City's Ethics Code.

Council Priorities Served

Establish strong City brand

Improving clarity to foster public trust in government.

Attachments

Ordinance 25-O-41

Docusign Envelope ID: 1800EFE4-61F6-48F3-8899-D2F350C46CBA

ORDINANCE 25-O-41 amending the Murfreesboro City Code, Chapter 2. Administration, Article XV. Ethics Code, Section 2-321 regarding acceptance of gifts.

WHEREAS, the City of Murfreesboro's Ethics Code was adopted by City Council in September 2024 and is codified in Chapter 2, Article XV of the Murfreesboro City Code; and

WHEREAS, Section-321(C) of the Murfreesboro City Code establishes certain exceptions to the Ethics Code's general prohibition on the acceptance of gifts by City officials and employees; and

WHEREAS, some of the exceptions are established by reference to the "gifts, gratuities, honoraria, and other things listed in Tennessee Ethics Commission Act," including T.C.A. § 3-6-305(b); and

WHEREAS, referencing the Tennessee Ethics Commission Act instead of listing actual permissible exceptions to the general prohibition on the acceptance of gifts has created uncertainty among some City employees as to the types of gifts that are permitted and those that are prohibited; and

WHEREAS, in the interest of clarity, it is prudent to define more clearly the exceptions to the Ethics Code's general prohibition on the acceptance of gifts without reference to the Tennessee Ethics Commission.

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

SECTION 1. Section 2-321, Acceptance of gifts, gratuities, honoraria; etc.; exceptions, of the Murfreesboro City Code is hereby amended at subsection (C) to read as follows:

(C) The following are not subject to the prohibitions in subsections (A) and (B):

(1) A gift or gratuity that is not cash or a cash equivalent (such as a check or gift card) and whose value does not exceed fifty dollars ($50.00), unless the surrounding circumstances indicate by a preponderance of the evidence that the gift was given as an attempt to influence the action of the official or employee;

(2) Informational materials in the form of books, articles, periodicals, other written materials, audio recordings, video recordings, or other forms of communication;

(3) Sample merchandise, promotional items, and appreciation tokens, if such merchandise, items and tokens are routinely given to customers, suppliers or potential customers or suppliers in the ordinary course of business;

(4) Unsolicited tokens or awards of appreciation, honorary degrees, or bona fide awards in recognition of public service in the form of a plaque, trophy, desk item, wall memento and similar items; provided that any such item shall not be in a form that can be readily converted to cash;

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(5) Entertainment, food, refreshments, meals, and beverages provided as part of a work-related meal or other work-related event, provided the total value of such items does not exceed fifty dollars ($50.00) per occasion, per employee attending the event;

(5) Entertainment, food, refreshments, meals, beverages, amenities, and intrastate travel expenses that are provided in connection with a regular meeting or event of an established membership organization, provided the official or employee is either a member of the organization or a speaker or part of a panel discussion at the meeting or event;

(6) Entertainment, food, refreshments, meals, beverages, amenities, goody bags, exhibitor promotional items given in the exhibit hall to conference attendees, health screenings, lodging, or admission tickets that are provided in connection with, and are arranged or coordinated through the employees or designated agents of, a conference, if the conference is sponsored by an established and recognized organization of local government officials and employees;

(7) Gifts of di minimis value that are shared equally by members of an office or department;

(8) Gifts from the City itself, either directly or indirectly in connection with events and programs sponsored by the City; and

(9) Gifts otherwise subject to the prohibitions set forth in subsections (A) and (B) that are given for a nonbusiness purpose and motivated by a close personal friendship, provided that any such gift whose value exceeds fifty dollars ($50.00) is reported to the City Recorder, using the form provided by the City Recorder for the purpose. In determining whether a gift is motivated by a close personal friendship, the following factors are to be considered and given such weight as may be appropriate in the facts and circumstances of each case:

(a) Whether the gift was paid for from the giver's personal funds or account or from the funds or account of the giver's business or employer;

(b) Whether the cost of the gift is taken as a business deduction by the giver;

(c) Whether there has been a history of gift giving between giver, on the one hand, and the official, employee, or the official's or employee's family, on the other hand, along with the nature of the previous gift giving;

(d) Whether the official or employee has reciprocated with a gift to the giver in the past, and whether the value of the gift has been of similar value;

(e) Whether the giver provides similar gifts or items to individuals who are not close personal friends; and

(f) Whether the timing and circumstances of the gift are appropriate, e.g., the gift is given at a time when the giver has a matter that is currently before or will shortly be before the official or employee for consideration, approval, or other action by the City.

SECTION 2. Section 2-321, Acceptance of gifts, gratuities, honoraria; etc.; exceptions, of the Murfreesboro City Code is hereby amended by adding a new subsection (E) to read as follows:

(E) An official or employee who accept a gift in violation of this Section shall

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disclose the receipt of the gift, including a description, estimated value, the person or entity providing the gift and an explanation of why the individual accepted the gift, within fourteen (14) days of the receiving the gift to the City Recorder, using the form provided by the City Recorder for the purpose. Disclosure of the gift does not immunize the individual from discipline, sanction, or other corrective action; however, failure to report the acceptance of a gift in violation of this Section shall constitute a separate and independent basis for discipline, sanction, or other corrective action.

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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

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: 12/04/2025

Item Title: Patterson Park Outdoor Improvements Final Change Order

Department: Project Development Department

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the final balancing change order for the Patterson Park outdoor improvements project.

Staff Recommendation

Approve the final balancing change order with Fuel Tank Maintenance Company, LLC.

Background Information

The City began construction on the Patterson Park Improvements Project in March 2025 with Fuel Tank Maintenance Company, LLC. This project includes a new playground, a new splash pad, and much-needed parking improvements. These enhancements will significantly benefit the citizens of Murfreesboro who rely on the Patterson Park Community Center, providing a safer, more accessible, and more enjoyable outdoor experience.

Change Order No. 3 adjusts the contract amount by removing the remaining balances in the contingency and unused item allowances, adding a new irrigation system, reimbursing the City for contractor-caused delays, and providing a credit to the City for the S&W bill resulting from the contractor's actions. It also includes a 53-day time extension for the associated work and weather impacts. In total, a credit of $202,547 will be returned to the City, reducing the final contract amount to $2,572,229. This change order represents the final contract work for the project.

Council Priorities Served

Establish strong City brand

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

Fiscal Impact

$202,547 reduction to the original contracted price; resulting in a final contract price of $2,572,229.

Attachments

Patterson Park Outdoor Improvements Final Change Order.

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SECTION 00 94 63
CHANGE ORDER NO.: 03

Owner:	City of Murfreesboro	Owner's Project No.:	
Engineer:	Kimley-Horn	Engineer's Project No.:	118073017
Contractor:		Contractor's Project No.:	
Project:	Patterson Park Playground, Splashpad, and Parking Lot Expansion		
Contract Name:	Patterson Park Playground, Splashpad, and Parking Lot Expansion		
Date Issued:9/5/2025		Effective Date of Change Order:9/5/2025	

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

Description: New Irrigation System for the Turf, Parking Lot Islands, and Buffer Trees.

Attachments: Potential Change Order 06, 07, and weather documentation.

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 2,774,777.50 / Contingency: $ 132,132.00	Original Contract Times: Substantial Completion: 150 days Ready for final payment: 150 days
[Increase] from previously approved Change Orders No. 2 to No. 3: $ 0.00	**[Increase]** from previously approved Change Orders No.1 to No. 2]: Substantial Completion: 5 days Ready for final payment: 5 days
Contract Price prior to this Change Order: $ 2,774,777.50 / Contingency: $ 79,393.86	Contract Times prior to this Change Order: Substantial Completion: 168 days Ready for final payment: 168 days
[Increase] this Change Order: 0.00 $ Charge to contingency: 52,436.25 Credits: (Unused allowances $172,820.00+Remaining Contingency $26,957.61+LD's $1,750+S&W bill $1,020.00)Total=$202,547.61	**[Increase]** this Change Order: Substantial Completion: 35days+18 weather days Ready for final payment: 53 days
Contract Price incorporating this Change Order: $ 2,572,229.89/ Contingency: $ 0.00	Contract Times with all approved Change Orders: Substantial Completion: 221 days Ready for final payment: 221 days

Recommended by Engineer (if required)	Accepted by Contractor
By: Shawn Schaub (Signed by: Shawn Schaub 5D64B8A2BD8A410...)	(Signed by: Amanda Brantley A925E51142AD477...)
Title: Civil EIT	CFO
Date: 11-21-25	11/24/2025
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title: Mayor	
Date:	

Signed by: Adam F Tucker 43A2035E51E940T...
APPROVED AS TO FORM
Adam F. Tucker, City Attorney

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END OF SECTION 00 94 63

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

CHANGE CONTROL LOG

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

Original Contract Amount:	$ 2,774,777.50
Adjusted Contract Amount:	$ 2,572,229.89
Contingency Allowance Amount:	$ 132,132.00
Remaining Contingency Allowance Amount:	$ -

CO No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	RFP 1, RFP 2, RFP 3, S&W Reimbersment Credit	WCD	CONTRACTOR	APPROVED	Council	6/4/2025	6/11/2025	7/17/2025	13	$ (19,323.42)	$ -	$ 112,808.58
2	RFP 5	WCD	OWNER	APPROVED	Council	8/19/2025	8/25/2025	9/19/2025	5	$ (33,414.72)	$ -	$ 79,393.86
3	RFP 6, RFP 7, Weather Delays, S&W Reimberment Credit,LD's	WCD	OWNER	PENDING	Council	9/5/2025	11/5/2025		53	$ (52,436.25)	$ (202,547.61)	$ 26,957.61
4											$ -	
5											$ -	
6											$ -	
7											$ -	
8											$ -	
9											$ -	
10											$ -	
11											$ -	
12											$ -	
13											$ -	
14											$ -	
Totals									**71**	**$ (105,174.39)**	**$ (202,547.61)**	**$ 26,957.61**

A Contract Times Extension Requires City Council Approval

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

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FORM FOR PRICE SUMMARY

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

Name of General contractor: FTM Contracting

Proposal Number: CO 6 | Date Itemized: 8/26/2025 | Page 1 of 3 pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
New Irrigation for Sod, Parking Lot and Buffer Trees	Palmertree + Cedar Ridge + Forrest Landscape	$ 25,798.69
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -

Subtotal:			$ 25,798.69
General Contractor mark-up on Subtotal:	5	% =	$ 1,289.93
Subtotal for General Contractor for work by subcontractors:			$ 27,088.62

Work by General Contractor	
FTM Contracting - See tab "Price of Work - GC"	$ 2,300.00
REQUEST 10 DAYS OF ADDITIONAL TIME	

Subtotal (including Subcontractors and the General Contractor):			$ 29,388.62
Bond Premium:	0 %	=	$ -
Total:			29,388.62

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

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

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Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

FORM FOR PRICE OF WORK

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

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Site superintendent				$ -				$ -	40	HR	$ 50.00	$ 2,000.00
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
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Cells with red underline (if viewed in color)	Materials		Subtotal	$ -	Equipment				Labor		Subtotal	$ 2,000.00
	9.75	%	Sales Tax =	$ -					0	%	Burden =	$ -
are for you to fill in. Other cells are protected. Rounding of fis permitted			Cost:	$ -			Cost:	$ -			Cost:	$ 2,000.00

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

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Subtotal of Costs of Materials + Equipment + Labor = $	2,000.00
15% Overhead + Profit on allowed on costs = $	300.00
Subtotal of Costs + Overhead = $	2,300.00
Total for this change = $	**2,300.00**

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

FORM FOR PRICE OF WORK

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

Name of General contractor:	FTM Contracting	Work by Subcontractors

Proposal Number:	CO 6	Date Itemized:	8/26/2025	Page	3 of 3 Pages

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Forrest Landscaping (Splashpad Turf Irrigation)				$ -				$ -				$ -
Design / As-Built				$ -				$ -	0.5	HR	$ 500.00	$ 250.00
1.5" Mainline	50	LF	$ 0.69	$ 34.50				$ -	50	LF	$ 3.69	$ 184.50
1" PGA Valve	5	EA	$ 63.26	$ 316.30				$ -	5	EA	$ 70.00	$ 350.00
Wires from Controller	1	EA	$ 3.61	$ 3.61				$ -	1	EA	$ 500.00	$ 500.00
Rotors (R5) 5004+	23	EA	$ 15.89	$ 365.47				$ -	23	EA	$ 99.75	$ 2,294.25
R24 (3)	15	EA	$ 4.68	$ 70.20				$ -	15	EA	$ 72.39	$ 1,085.85
R18 (2)	4	EA	$ 4.68	$ 18.72				$ -	4	EA	$ 55.89	$ 223.56
R14 (1)	35	EA	$ 4.68	$ 163.80				$ -	35	EA	$ 47.64	$ 1,667.40
Misc 1%				$ -				$ -	1	EA	$ 376.41	$ 376.41
Forrest Landscaping (Parking Lot and Buffer Trees)				$ -				$ -				$ -
Design / As-Built				$ -				$ -	0.5	HR	500	$ 250.00
Bore Under Driveways and Sidewalks	100	LF	$ 3.55	$ 355.00				$ -	100	LF	$ 50.00	$ 5,000.00
1" Mainline	100	LF	$ 0.34	$ 34.00				$ -	100	LF	$ 2.34	$ 234.00
Drip Kit - XCZPGA-100-PRF	1	EA	$ 143.70	$ 143.70				$ -	1	EA	60	$ 60.00
Wires from Controller	3	LF	$ 137.19	$ 411.57				$ -	3	LF	50	$ 150.00
Drip (D)				$ -				$ -	1215	LF	1.25	$ 1,518.75
Drip Trees (T)				$ -				$ -	81	LF	25	$ 2,025.00
Drip Zone Pipe and Trench (XD)				$ -				$ -	1960	LF	3.5	$ 6,860.00
Misc 1%				$ -				$ -	1	LS	852.1	$ 852.10
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -

Materials			Equipment		Labor		
Subtotal		$ 1,916.87			Subtotal		$ 23,881.82
	% Sales Tax =	$ -			0	% Burden =	$ -
Cost:		$ 1,916.87	Cost:	$ -		Cost:	$ 23,881.82

Subtotal of Costs of Materials + Equipment + Labor = $	25,798.69
(included above) 15% Overhead on allowed on costs = $	
Subtotal of Costs + Overhead = $	25,798.69
Total for this change = $	**25,798.69**

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FORM FOR PRICE SUMMARY

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

Name of General contractor: FTM Contracting

Proposal Number: RFP 7 | Date Itemized: 9/10/2025 | Page 1 of 3 pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Cap the Ribbon Curb 10" (forms, dowels, rebar, demo)	Palmertree + Rec Concepts + Welch (See sub tab)	$ 16,226.14
Lighting Contactors w/ assc. Wiring and materials		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -

Subtotal:			$ 16,226.14
General Contractor mark-up on Subtotal:	5	% =	$ 811.31
Subtotal for General Contractor for work by subcontractors:			$ 17,037.44

Work by General Contractor	
FTM Contracting - See tab "Price of Work - GC"	$ 6,010.19
REQUEST 25 DAYS OF ADDITIONAL TIME DUE TO MANUFACTURING TIME OF ADD HANDRAILS	

Subtotal (including Subcontractors and the General Contractor):			$ 23,047.63
Bond Premium:	0	% =	$ -
Total:			23,047.63

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FORM FOR PRICE OF WORK

Project Number:	Project Name:
226-221	Tennsco Tennis Courts Patterson Park Additional Parking, Playground, and Splashpad
Name of General contractor: FTM Contracting	Work performed by FTM Contracting
RFP 7	Date Itemized: 9/10/2025 Page 2 of 3 Pages

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Site superintendent				$ -				$ -	40	HR	$ 50.00	$ 2,000.00
Retaining Wall 16" X 12" X 8'	1	LS	$1,500.00	$1,500.00	1	LS	$500.00	$500.00	24	HR	$45.00	$1,080.00
				$ -				$ -				$ -
				$ -				$ -				$ -
				$ -				$ -				$ -
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				$ -				$ -				$ -
	Materials		Subtotal	$ 1,500.00	Equipment				Labor		Subtotal	$ 3,080.00
	9.75	%	Sales Tax =	$ 146.25					0	%	Burden =	$ -
			Cost:	$ 1,646.25			Cost:	$ 500.00			Cost:	$ 3,080.00

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Let embedded math in "extension" columns do its work.

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Subtotal of Costs of Materials + Equipment + Labor = $	5,226.25
15% Overhead + Profit on allowed on costs = $	783.94
Subtotal of Costs + Overhead = $	6,010.19
Total for this change = $	**6,010.19**

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FORM FOR PRICE OF WORK

Project Number:	Project Name:
226-221	Patterson Park Additional Parking, Playground, and Splashpad
Name of General contractor: FTM Contracting	Work by Subcontractors
Proposal Number: RFP 7	Date Itemized: 9/10/2025

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Palmertree - Ribbon Curb Cap				$ -				$ -				$ -
Raise Curb 10", form and dowel, rebar materials and labor	1	LS	$ 2,208.00	$ 2,208.00				$ -	1	LS	$ 1,844.00	$ 1,844.00
Rec Concepts - Rework Gravel where Curb is Demo'd, Rebuild Batter				$ -				$ -	16	HR	$ 45.00	$ 720.00
Stone Steel - Additional Handrails requested	15	LF	$ 130.00	$ 1,950.00				$ -	15	HR	$ 45.00	$ 675.00
Palmertree - DIP Pipe 3"				$ -				$ -				$ -
3" DIP + Installation (3 man crew x 20 hours each)	30	LF	$ 44.00	$ 1,320.00	4	HR	$ 125.00	$ 500.00	60	HR	$ 35.00	$ 2,100.00
90's	2	EA	$ 82.00	$ 164.00				$ -				$ -
45	1	EA	$ 82.00	$ 82.00				$ -				$ -
Mega Flange Bolt Kits	8	EA	$ 102.00	$ 816.00				$ -				$ -
				$ -				$ -				$ -
Welch Electric - New Lighting Contactor w/ needed Acc. And Wire	1	LS	$ 226.00	$ 226.00				$ -	65	EA	13	$ 845.00
				$ -				$ -				$ -
				$ -				$ -				$ -
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Materials			Subtotal	$ 6,766.00	Equipment				Labor		Subtotal	$ 6,184.00
9.75%	%	Sales Tax =		$ 659.69					0	% Burden =		$ -
			Cost:	$ 7,425.69			Cost:	$ 500.00			Cost:	$ 6,184.00

Subtotal of Costs of Materials + Equipment + Labor = $	14,109.69
15% Overhead on allowed on costs = $	2,116.45
Subtotal of Costs + Overhead = $	16,226.14

Total for this change = $ 16,226.14

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

S.W. CONSTRUCTION COMPANY, INC.

Work Order

952 NEW SALEM ROAD
MURFREESBORO, TENNESSEE 37129
PHONE: (615) 893-2511 FAX: (615) 895-2030

DATE: 9/15/2025

City of Murfreesboro
P.O Box 1139
Murfreesboro TN 37133-1139

ATTN. Scott
JOB NO. 950187
TERMS: Net 30

Patterson park
615-642-3228

QTY.	MATERIAL	UNIT PRICE	AMOUNT	DESCRIPTION OF WORK
			$0.00	Service call for site lights not working at Patterson
			$0.00	Park.
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	MISCELLANEOUS CHARGES
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	TOTAL: $0.00
			$0.00	
			$0.00	LABOR HRS RAT
			$0.00	General Electrician w pick up truck 12 85 $1,020
			$0.00	$0
			$0.00	$0
			$0.00	$0
			$0.00	$0
			$0.00	$0
			$0.00	
				Labor Burden
	TOTAL:		$0.00	TOTAL: $1,020.00

WORK ORDERED BY:

DATE ORDERED: DATE COMPLETED:

CUST. SIGNATURE FOR APPROVAL:

AUTHORIZED SIGNATURE:

COST SUMMARY

TOTAL LABOR:	$1,020.00
TOTAL MATERIALS:	$0.00
TOTAL MISC.	$0.00
SUBTOTAL:	$1,020.00
	$0.00
	$0.00
GRAND TOTAL:	$1,020.00

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

FTM CONTRACTING

240 Mill Drive
Cookeville, Tennessee 38501
800-742-2417• (931) 528-1137
Fax: (931) 520-3862

General Contractors • Commercial & Industrial Construction• Government & Private Contracting

September 12, 2025

Kimley Horn
10 Lea Ave, Ste 400
Nashville, TN 37204

Re: Request for Weather Days, Project # ITB-12-2025 Patterson Park Playground & Parking Lot Expansion

Shawn / Alisha,

FTM is requesting 30 Weather Day for April through August 2025. See the attached weather report.

If you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

Brandon Mack

Brandon Mack
Project Manager

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

SECTION 01 26 25
MONTHLY WEATHER DELAY REPORT

This form is to be submitted with the subsequent month's application for payment.

Project Name:				Patterson Park		
SBC Number:				ITB-12-2025		
Month and Year:				4	30	2024

Date	Precipitation (inches)	Temperature (deg F)	Wind Speed (M.P.H.)	Delay Claimed (Precipitation, Temperature, Wind or Dry-out)	Work Scheduled on the critical path for the day that a delay is being claimed
1	0.38			Rain	Outside Work
2					
3					
4					
5					
6	3.34			Rain	Outside Work
7	1.5			Rain	Outside Work
8				Dry-Out	Outside Work
9					
10					
11	0.5			Rain	Outside Work
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22	1.01			Rain	Outside Work
23					
24	0.17			Rain	Outside Work
25	0.17			Rain	Outside Work
26	0.16			Rain	Outside Work
27					
28					
29					
30					
31					

Contractor shall provide daily jobsite logs and NOAA weather data for each day for which a delay is being claimed	9	Total number of days this month with delay due to weather
	7	Baseline number from Section 01 26 20 or 01 26 23
	2	Claimable days this month=Total - Baseline (may be negative)

For Designer Use Only		
Previously accepted Weather Delay Days		
Accepted Weather Delay Days this month		
Cumulative accepted Weather Delay Days		Designer signature

Designer shall review delay claims in conjuction with Owner and return one signed copy to each month to the Contractor and Owner for record. Contract Time will be adjusted through a Change Order prior to Substantial Completion to reflect total accepted Weather Delay Days.

END OF SECTION

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.

Generated on 05/06/2025

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 1020 ft. Lat: 35.4295° N Lon: 86.1967° W

Station: **TULLAHOMA 4 NE, TN US USC00409157**

Observation Time Temperature: Unknown Observation Time Precipitation: 0800

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"					
			"24 Hrs. Ending at Observation Time"			24 Hour Amounts Ending at Observation Time				At Obs. Time			4 in. Depth			8 in. Depth		
			Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2025	04	01				0.38												
2025	04	02				0.00												
2025	04	03				0.00												
2025	04	04				0.00												
2025	04	05				0.00												
2025	04	06				3.34												
2025	04	07				0.06												
2025	04	08				0.00												
2025	04	09				0.00												
2025	04	10				0.00												
2025	04	11				0.00												
2025	04	12				0.07												
2025	04	13				0.00												
2025	04	14				0.00												
2025	04	15				0.02												
2025	04	16				0.00												
2025	04	17				0.00												
2025	04	18				0.00												
2025	04	19				0.00												
2025	04	20				0.00												
2025	04	21				0.00												
2025	04	22				1.01												
2025	04	23				T												
2025	04	24				0.17												
2025	04	25				0.17												
2025	04	26				0.16												
2025	04	27				0.02												
2025	04	28				0.00												
2025	04	29				0.00												
2025	04	30				0.00												
		Summary	0	0		5.40												

Empty, or blank, cells indicate that a data observation was not reported.

*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.

Generated on 05/06/2025

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 1022 ft. Lat: 35.3453° N Lon: 86.2092° W

Station: **TULLAHOMA, TN US USC00409155**

Observation Time Temperature: 2200 Observation Time Precipitation: 2200

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"					
			"24 Hrs. Ending at Observation Time"		At Obs.	24 Hour Amounts Ending at Observation Time				At Obs. Time			4 in. Depth			8 in. Depth		
			Max.	Min.		Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2025	04	01	70	42	61	0.00												
2025	04	02	83	60	79	0.00		0.0		0.0								
2025	04	03	83	71	77	0.00		0.0		0.0								
2025	04	04	85	70	75	0.00		0.0		0.0								
2025	04	05	83	64	64	0.21												
2025	04	06																
2025	04	07																
2025	04	08																
2025	04	09																
2025	04	10																
2025	04	11																
2025	04	12																
2025	04	13																
2025	04	14																
2025	04	15																
2025	04	16																
2025	04	17																
2025	04	18																
2025	04	19																
2025	04	20																
2025	04	21																
2025	04	22																
2025	04	23																
2025	04	24																
2025	04	25																
2025	04	26																
2025	04	27																
2025	04	28																
2025	04	29																
2025	04	30																
		Summary	81	61		0.21												

Empty, or blank, cells indicate that a data observation was not reported.

*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

SECTION 01 26 25
MONTHLY WEATHER DELAY REPORT

This form is to be submitted with the subsequent month's application for payment.

Project Name:				Patterson Park		
SBC Number:				ITB-12-2025		
Month and Year:				5	31	2024

Date	Precipitation (inches)	Temperature (deg F)	Wind Speed (M.P.H.)	Delay Claimed (Precipitation, Temperature, Wind or Dry-out)	Work Scheduled on the critical path for the day that a delay is being claimed
1					
2	0.5			Rain	Outside Work
3	0.75			Rain	Outside Work
4	1.71			Rain	Outside Work
5	0.5			Rain	Outside Work
6				Dry-Out	Outside Work
7	0.5			Rain	Outside Work
8	1.5			Rain	Outside Work
9	0.5			Rain	Outside Work
10				Dry-Out	Outside Work
11	2			Rain	Outside Work
12	0.2			Rain	Outside Work
13	0.25			RAin	Outside Work
14					
15					
16					
17	0.96			Rain	Outside Work
18				dry-out	Outside Work
19					
20	1.5			Rain	Outside Work
21	0.29			Rain	Outside Work
22					
23					
24					
25					
26	1.32			Rain	outside work
27	0.22			Rain	outside work
28	0.88			Rain	outside work
29	0.57			Rain	outside work
30				dry-out	outside work
31					

Contractor shall provide daily jobsite logs and NOAA weather data for each day for which a delay is being claimed	21	Total number of days this month with delay due to weather
	7	Baseline number from Section 01 26 20 or 01 26 23
	14	Claimable days this month=Total - Baseline (may be negative)

For Designer Use Only		
Previously accepted Weather Delay Days		
Accepted Weather Delay Days this month		
Cumulative accepted Weather Delay Days		Designer signature

Designer shall review delay claims in conjuction with Owner and return one signed copy to each month to the Contractor and Owner for record. Contract Time will be adjusted through a Change Order prior to Substantial Completion to reflect total accepted Weather Delay Days.

END OF SECTION

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.

Generated on 06/04/2025

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 1020 ft. Lat: 35.4295° N Lon: 86.1967° W

Station: **TULLAHOMA 4 NE, TN US USC00409157**

Observation Time Temperature: Unknown Observation Time Precipitation: 0800

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"					
			"24 Hrs. Ending at Observation Time"			24 Hour Amounts Ending at Observation Time				At Obs. Time			4 in. Depth			8 in. Depth		
			Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2025	05	01				0.00												
2025	05	02				0.02												
2025	05	03				0.75												
2025	05	04				1.71												
2025	05	05				0.03												
2025	05	06				0.00												
2025	05	07				0.01												
2025	05	08				0.06												
2025	05	09				0.08												
2025	05	10				0.00												
2025	05	11				0.12												
2025	05	12				0.20												
2025	05	13																
2025	05	14				0.10												
2025	05	15				0.01												
2025	05	16				0.00												
2025	05	17				0.96												
2025	05	18				0.00												
2025	05	19				0.06												
2025	05	20				0.04												
2025	05	21				0.29												
2025	05	22				0.00												
2025	05	23				0.00												
2025	05	24				0.00												
2025	05	25				0.05												
2025	05	26				1.32												
2025	05	27				0.22												
2025	05	28				0.88												
2025	05	29				0.57												
2025	05	30				0.03												
2025	05	31				0.00												
		Summary	0	0		7.51												

Empty, or blank, cells indicate that a data observation was not reported.

*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

SECTION 01 26 25
MONTHLY WEATHER DELAY REPORT

This form is to be submitted with the subsequent month's application for payment.

Project Name:				Patterson Park		
SBC Number:				ITB-12-2025		
Month and Year:				6	30	2024

Date	Precipitation (inches)	Temperature (deg F)	Wind Speed (M.P.H.)	Delay Claimed (Precipitation, Temperature, Wind or Dry-out)	Work Scheduled on the critical path for the day that a delay is being claimed
1					
2					
3					
4					
5					
6					
7	0.18			Rain	Outside Work
8	0.77			Rain	Outside Work
9				dry-out	Outside Work
10	0.35			Rain	Outside Work
11				dry-out	Outside Work
12					
13					
14	1.29			Rain	Outside Work
15	0.47			Rain	Outside Work
16	0.27			Rain	Outside Work
17	0.40			Rain	Outside Work
18	0.12			Rain	Outside Work
19	0.38			Rain	Outside Work
20				dry-out	Outside Work
21					
22					
23	1.36			Rain	Outside Work
24				dry-out	Outside Work
25					
26	0.39			Rain	Outside Work
27	0.16			Rain	Outside Work
28	0.11			Rain	Outside Work
29	0.31			Rain	Outside Work
30	0.45			Rain	Outside Work
31					

Contractor shall provide daily jobsite logs and NOAA weather data for each day for which a delay is being claimed	19	Total number of days this month with delay due to weather
	7	Baseline number from Section 01 26 20 or 01 26 23
	12	Claimable days this month=Total - Baseline (may be negative)

For Designer Use Only		
Previously accepted Weather Delay Days		
Accepted Weather Delay Days this month		
Cumulative accepted Weather Delay Days		Designer signature

Designer shall review delay claims in conjuction with Owner and return one signed copy to each month to the Contractor and Owner for record. Contract Time will be adjusted through a Change Order prior to Substantial Completion to reflect total accepted Weather Delay Days.

END OF SECTION

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.

Generated on 08/08/2025

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 1020 ft. Lat: 35.4295° N Lon: 86.1967° W

Station: **TULLAHOMA 4 NE, TN US USC00409157**

Observation Time Temperature: Unknown Observation Time Precipitation: 0800

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"					
			"24 Hrs. Ending at Observation Time"			24 Hour Amounts Ending at Observation Time				At Obs. Time			4 in. Depth			8 in. Depth		
			Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2025	06	01				0.00		0.0		0.0								
2025	06	02				0.00		0.0		0.0								
2025	06	03				0.00		0.0		0.0								
2025	06	04				0.00		0.0		0.0								
2025	06	05				0.00		0.0		0.0								
2025	06	06				0.00		0.0		0.0								
2025	06	07				0.18		0.0		0.0								
2025	06	08				0.77		0.0		0.0								
2025	06	09				0.00		0.0		0.0								
2025	06	10				0.35		0.0		0.0								
2025	06	11				0.00		0.0		0.0								
2025	06	12				0.00		0.0		0.0								
2025	06	13				0.00		0.0		0.0								
2025	06	14				1.29		0.0		0.0								
2025	06	15				0.47		0.0		0.0								
2025	06	16				0.27		0.0		0.0								
2025	06	17				0.40		0.0		0.0								
2025	06	18				0.12		0.0		0.0								
2025	06	19				0.38		0.0		0.0								
2025	06	20				0.02		0.0		0.0								
2025	06	21				0.00		0.0		0.0								
2025	06	22				0.00		0.0		0.0								
2025	06	23				1.36		0.0		0.0								
2025	06	24				0.00		0.0		0.0								
2025	06	25				0.00		0.0		0.0								
2025	06	26				0.39		0.0		0.0								
2025	06	27				0.16		0.0		0.0								
2025	06	28				0.11		0.0		0.0								
2025	06	29				0.31		0.0		0.0								
2025	06	30				0.45		0.0		0.0								
		Summary	0	0		7.03		0.0										

Empty, or blank, cells indicate that a data observation was not reported.

*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

SECTION 01 26 25
MONTHLY WEATHER DELAY REPORT

This form is to be submitted with the subsequent month's application for payment.

Project Name:	Patterson Park		
SBC Number:	ITB-12-2025		
Month and Year:	7	31	2024

Date	Precipitation (inches)	Temperature (deg F)	Wind Speed (M.P.H.)	Delay Claimed (Precipitation, Temperature, Wind or Dry-out)	Work Scheduled on the critical path for the day that a delay is being claimed
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14	0.28			Rain	
15					
16					
17					
18					
19					
20					
21					
22					
23	0.25			Rain	
24					
25					
26					
27					
28					
29					
30					
31					

Contractor shall provide daily jobsite logs and NOAA weather data for each day for which a delay is being claimed	2	Total number of days this month with delay due to weather
	8	Baseline number from Section 01 26 20 or 01 26 23
	0	Claimable days this month=Total - Baseline (may be negative)

For Designer Use Only		
Previously accepted Weather Delay Days		
Accepted Weather Delay Days this month		
Cumulative accepted Weather Delay Days		Designer signature

Designer shall review delay claims in conjuction with Owner and return one signed copy to each month to the Contractor and Owner for record. Contract Time will be adjusted through a Change Order prior to Substantial Completion to reflect total accepted Weather Delay Days.

END OF SECTION

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.

Generated on 08/08/2025

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 1020 ft. Lat: 35.4295° N Lon: 86.1967° W

Station: **TULLAHOMA 4 NE, TN US USC00409157**

Observation Time Temperature: Unknown Observation Time Precipitation: 0800

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"					
			"24 Hrs. Ending at Observation Time"			24 Hour Amounts Ending at Observation Time				At Obs. Time			4 in. Depth			8 in. Depth		
			Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2025	07	01				0.00												
2025	07	02				0.01												
2025	07	03				0.00												
2025	07	04				0.00												
2025	07	05																
2025	07	06				0.00												
2025	07	07				0.00												
2025	07	08				0.00												
2025	07	09				0.00												
2025	07	10				0.07												
2025	07	11				0.05												
2025	07	12				0.01												
2025	07	13				0.05												
2025	07	14				0.28												
2025	07	15				T												
2025	07	16				0.00												
2025	07	17				0.00												
2025	07	18				0.00												
2025	07	19				0.00												
2025	07	20				0.07												
2025	07	21				0.00												
2025	07	22				0.00												
2025	07	23				0.25												
2025	07	24				0.00												
2025	07	25				0.00												
2025	07	26				0.00												
2025	07	27				0.00												
2025	07	28				0.00												
2025	07	29				0.00												
2025	07	30				0.00												
2025	07	31				0.00												
		Summary	0	0		0.79												

Empty, or blank, cells indicate that a data observation was not reported.

*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

SECTION 01 26 25
MONTHLY WEATHER DELAY REPORT

This form is to be submitted with the subsequent month's application for payment.

Project Name:	Patterson Park		
SBC Number:	ITB-12-2025		
Month and Year:	8	31	2024

Date	Precipitation (inches)	Temperature (deg F)	Wind Speed (M.P.H.)	Delay Claimed (Precipitation, Temperature, Wind or Dry-out)	Work Scheduled on the critical path for the day that a delay is being claimed
1					
2					
3					
4					
5					
6					
7					
8					
9	0.17			Rain	Outside Work
10					
11					
12	1.6			Rain	Outside Work
13	2.01			Rain	Outside Work
14	0.86			Rain	Outside Work
15				dry-out	Outside Work
16					
17					
18					
19					
20					
21	0.25			Rain	Outside Work
22					
23					
24	1.48			Rain	Outside Work
25				Dry-Out	Outside Work
26					
27					
28					
29					
30					
31					

Contractor shall provide daily jobsite logs and NOAA weather data for each day for which a delay is being claimed	8	Total number of days this month with delay due to weather
	6	Baseline number from Section 01 26 20 or 01 26 23
	2	Claimable days this month=Total - Baseline (may be negative)

For Designer Use Only		
Previously accepted Weather Delay Days		
Accepted Weather Delay Days this month		
Cumulative accepted Weather Delay Days		Designer signature

Designer shall review delay claims in conjuction with Owner and return one signed copy to each month to the Contractor and Owner for record. Contract Time will be adjusted through a Change Order prior to Substantial Completion to reflect total accepted Weather Delay Days.

END OF SECTION

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.

Generated on 09/02/2025

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 1020 ft. Lat: 35.4295° N Lon: 86.1967° W

Station: **TULLAHOMA 4 NE, TN US USC00409157**

Observation Time Temperature: Unknown Observation Time Precipitation: 0800

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"					
			"24 Hrs. Ending at Observation Time"			24 Hour Amounts Ending at Observation Time				At Obs. Time			4 in. Depth			8 in. Depth		
			Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2025	08	01				0.00												
2025	08	02				0.00												
2025	08	03				0.00												
2025	08	04				0.00												
2025	08	05				0.00												
2025	08	06				0.00												
2025	08	07				0.00												
2025	08	08				0.07												
2025	08	09				0.17												
2025	08	10				0.00												
2025	08	11				0.00												
2025	08	12				1.60												
2025	08	13				2.01												
2025	08	14				0.86												
2025	08	15				0.00												
2025	08	16				0.01												
2025	08	17				0.00												
2025	08	18				0.00												
2025	08	19				0.00												
2025	08	20				0.00												
2025	08	21				0.00												
2025	08	22				0.00												
2025	08	23				0.00												
2025	08	24				1.48												
2025	08	25																
2025	08	26																
2025	08	27																
2025	08	28																
2025	08	29																
2025	08	30																
2025	08	31																
		Summary	0	0		6.20												

Empty, or blank, cells indicate that a data observation was not reported.

*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

Apr. 17 Rained all morning 1.5 more inch rain today after 3 inches over weekend

Apr. 11 11 Drizzled all day 0.5 rain

May 2 Rain afternoon 1.0

May 5 Rain in morning 0.5 inch

May 6 Rain 1 inch

May 7 Rain ½ inch

May 8 Heavy Rain afternoon 1.5 inch

May 9 Heavy Rain afternoon .5 inch

May 11 Heavy 2.0 inches

May 13 Rain .25 inch

May 16 Rain .5 inch

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

May 20	Heavy Rain	1.5 inches
May 27	Rain	1 inch no .22 inch
May 28	Rain	0.5 inch
~~May 29~~	~~Rain~~	~~.25 inch~~
July 16	After-noon Rain	.25 inch
July 17	Afternoon Rain	.25 inch
August 21	Rain Afternoon	.25 inch
September 7	Rain	2 inch

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

FTM CONTRACTING

240 Mill Drive
Cookeville, Tennessee 38501
800-742-2417• (931) 528-1137
Fax: (931) 520-3862

General Contractors • Commercial & Industrial Construction• Government & Private Contracting

October 27, 2025

Kimley Horn
10 Lea Ave, Ste 400
Nashville, TN 37204

Re: Request for Weather Days, Project # ITB-12-2025 Patterson Park Playground & Parking Lot Expansion

Shawn / Alisha,

FTM is requesting 2 Weather Day for September 2025. See the attached weather report.

If you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

Brandon Mack

Brandon Mack
Project Manager

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

SECTION 01 26 25
MONTHLY WEATHER DELAY REPORT

This form is to be submitted with the subsequent month's application for payment.

Project Name:	Patterson Park		
SBC Number:	ITB-12-2025		
Month and Year:	9	30	2024

Date	Precipitation (inches)	Temperature (deg F)	Wind Speed (M.P.H.)	Delay Claimed (Precipitation, Temperature, Wind or Dry-out)	Work Scheduled on the critical path for the day that a delay is being claimed
1					
2					
3					
4					
5					
6	1.71			Rain	Outside Work
7	0.55			Rain	Outside Work
8				Dry-Out	Outside Work
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23	2			Rain	Outside Work
24	1.07			Rain	Outside Work
25	0.68			Rain	Outside Work
26				Dry-Out	Outside Work
27					
28					
29					
30					
31					

Contractor shall provide daily jobsite logs and NOAA weather data for each day for which a delay is being claimed	7	Total number of days this month with delay due to weather
	5	Baseline number from Section 01 26 20 or 01 26 23
	2	Claimable days this month=Total - Baseline (may be negative)

For Designer Use Only		
Previously accepted Weather Delay Days		
Accepted Weather Delay Days this month		
Cumulative accepted Weather Delay Days		Designer signature

Designer shall review delay claims in conjuction with Owner and return one signed copy to each month to the Contractor and Owner for record. Contract Time will be adjusted through a Change Order prior to Substantial Completion to reflect total accepted Weather Delay Days.

END OF SECTION

Docusign Envelope ID: AD8079C6-E98D-4DEC-8733-46006ED43B8B

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.

Generated on 10/29/2025

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 1020 ft. Lat: 35.4295° N Lon: 86.1967° W

Station: **TULLAHOMA 4 NE, TN US USC00409157**

Observation Time Temperature: Unknown Observation Time Precipitation: 0800

Year	Month	Day	Temperature (F)			Precipitation					Evaporation		"Soil Temperature (F)"					
			"24 Hrs. Ending at Observation Time"			24 Hour Amounts Ending at Observation Time				At Obs. Time			4 in. Depth			8 in. Depth		
			Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	Flag	Snow, Ice Pellets, Hail (in)	Flag	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2025	09	01				0.00												
2025	09	02				0.01												
2025	09	03				0.00												
2025	09	04				0.00												
2025	09	05				0.00												
2025	09	06				1.71												
2025	09	07				0.55												
2025	09	08				0.00												
2025	09	09				0.00												
2025	09	10				0.00												
2025	09	11				0.00												
2025	09	12				0.00												
2025	09	13				0.00												
2025	09	14				0.00												
2025	09	15				0.00												
2025	09	16				0.00												
2025	09	17				0.03												
2025	09	18				0.00												
2025	09	19				0.00												
2025	09	20				0.00												
2025	09	21				0.00												
2025	09	22				0.04												
2025	09	23				2.00												
2025	09	24				1.07												
2025	09	25				0.68												
2025	09	26				T												
2025	09	27				0.00												
2025	09	28				0.00												
2025	09	29				0.00												
2025	09	30				0.00												
		Summary	0	0		6.09												

Empty, or blank, cells indicate that a data observation was not reported.

*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

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COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Contract with TDOT for FY26 Operating Assistance

Department: Transportation (Murfreesboro Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider securing transit system operating funds from TDOT for FY26.

Staff Recommendation

Approve Contract Project 75UROP-S3-019 with the TDOT.

Background Information

Each year the State allocates funding from the Urban Operating Assistance Program (UROP) to assist transit systems across the State. These funds supplement the systems' operating budget in addition to federal funds that are provided for transit operations. The FY26 allocation of $1,149,300 represents the largest UROP fund ever received by the City.

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

The total State funds are $1,149,300. The City's match is offset with Federal funding in the amount of $274,650 which makes the City portion $274,650. These funds are appropriately budgeted in the Transportation Department's FY26 Budget.

Attachments:

Award Notification Contract (Project #75UROP-S3-019)

Docusign Envelope ID: 6FFE5D78-7F07-4D7F-AD25-C60603BC8BEB

TDOT PROJECT NO.: 75UROP-S3-019
DGA NO.: DG26-86784

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
7/1/2025	6/30/2026	40100-51426	86784

Grantee Legal Entity Name	Edison Vendor ID
City of Murfreesboro	4110

Subrecipient or Recipient

☐ Subrecipient

☒ Recipient

Assistance Listing Number

Grantee's fiscal year end **June 30**

Service Caption (one line only)

SFY 2026 Urban Operating Assistance Program (UROP) Operating Assistance

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$1,149,300.00				$1,149,300.00
TOTAL:	**$1,149,300.00**				**$1,149,300.00**

Grantee Selection Process Summary

☐ Competitive Selection	Describe the competitive selection process used.
☒ Non-competitive Selection	State only funds awarded by formula using urban area population for urban area operating assistance.

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

CPO USE – GG

Z-26-UROP-09

Speed Chart (optional)	Account Code (optional)
	71302000

Address # 12

Docusign Envelope ID: 6FFE5D78-7F07-4D7F-AD25-C60603BC8BEB

TDOT PROJECT NO.: 75UROP-S3-019
DGA NO.: DG26-86784

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. The Grantee shall utilize urban operating ("UROP") funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.

A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.

A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.

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

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

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

c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 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 Million, One Hundred Forty-nine Thousand, Three Hundred Dollars and No Cents ($1,149,300.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant

Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

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

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

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

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

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

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

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

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

The State:

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

The Grantee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar

cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

D.26. **Reserved.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

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

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

E.5. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without

the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

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

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

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

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

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

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

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

E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.10. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

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

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

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

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

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

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

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IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE McFARLAND, MAYOR **DATE**

Signed by:
Adam F Tucker
43A2035E51F9401...

11/12/2025

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

DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

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

Docusign Envelope ID: 6FFE5D78-7F07-4D7F-AD25-C60603BC8BEB

TDOT PROJECT NO.: 75UROP-S3-019
DGA NO.: DG26-86784

ATTACHMENT ONE

Grantee	Murfreesboro				
Contract Type	DGA				
Sum of Amount	**Column Labels**				
	Contract Cash	**Contract Total**	**Grantee Cash**	**Grantee Total**	**Grand Total**
Row Labels	**State**		**Local**		
PROJECT: 75UROPS3019	**$1,149,300.00**	**$1,149,300.00**	**$549,300.00**	**$549,300.00**	**$1,698,600.00**
GRANT: UROP 2026	**$1,149,300.00**	**$1,149,300.00**	**$549,300.00**	**$549,300.00**	**$1,698,600.00**
PROGRAM: UROP					
04 Operating (300-00) OPERATING ASSISTANCE (X1)	**$1,149,300.00**	**$1,149,300.00**	**$549,300.00**	**$549,300.00**	**$1,698,600.00**
30.00.01 OPERATING ASSISTANCE - TDOT 80% STATE MATCH	$800,000.00	$800,000.00	$200,000.00	$200,000.00	$1,000,000.00
30.00.02 OPERATING ASSISTANCE - TDOT 50% STATE MATCH	$349,300.00	$349,300.00	$349,300.00	$349,300.00	$698,600.00
Grand Total	**$1,149,300.00**	**$1,149,300.00**	**$549,300.00**	**$549,300.00**	**$1,698,600.00**

COUNCIL COMMUNICATION
Meeting Date: 12/04/2025

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

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Notification to Council of CIP transfers.

Staff Recommendation

Review CIP transfers.

Background Information

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

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

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

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

Attachments

1. CIP Transfers Schedules

2.CIP Funds Transfer Request – 2022 Bond/2025 CIP/General Fund

Funds Available by Loan Before Transfer

November, 2025 Page 1 of 2

Project	2022 Bond Available Funds	2025 CIP Available Funds	General Fund Available Funds	TOTAL Available Funds
Totals from Page 2	2,222,816	1,975,767	247,049	4,445,632
Parks Land Purchase	11,550			11,550
Veterans Park		11,550		11,550
Broad/MCP Intersection	40,356			40,356
Cherry Lane - Phase2		16,123		16,123
Bridge Ave/Kings Hwy		24,233		24,233
Manson/Fortress	28,182			28,182
Burnt Knob, Manson, Blackman		28,182		28,182
S Rutherford/Manchester	778,053			778,053
Veterans Park		778,053		778,053
Total	3,080,957	2,833,908	247,049	6,161,914

Funds Available by Loan After Reallocation

November, 2025 Page 1 of 2

Project	2022 Bond Available Funds	2025 CIP Available Funds	General Fund Available Funds	TOTAL Available Funds
Totals from Page 2	2,222,816	1,975,767	-	4,445,632
Veterans Park	789,603			789,603
Parks Land Purchase		11,550		11,550
Cherry Lane - Phase2	16,123			16,123
Broad/MCP Intersection		40,356		40,356
Bridge Ave/Kings Hwy	24,233			24,233
Manson/Fortress		28,182		28,182
Burnt Knob, Manson, Blackman	28,182			28,182
S Rutherford/Manchester		778,053		778,053
				-
				-
Total	3,080,957	2,833,908	-	6,161,914

-

Funds Available by Loan Before Transfer

November, 2025 Page 2 of 2

Project	2022 Bond Available Funds	2025 CIP Available Funds	General Fund Available Funds	TOTAL Available Funds
McKnight Park Ballfield Imprv	244,559			244,559
Playground Deferred Maintenance	21,783			21,783
Veterans Park		21,783		21,783
Golf Course Renovations	400,115			400,115
Automated Side Loader Replacement		400,115		400,115
Rucker Lane	1,309,310			1,309,310
Burnt Knob, Manson, Blackman		1,309,310		1,309,310
Cherry Lane Phase 3	247,049			247,049
Town Creek			247,049	247,049
Old Fort Ballfield Imprv		244,559		244,559
Total	2,222,816	1,975,767	247,049	4,445,632

Funds Available by Loan After Reallocation

November, 2025 Page 2 of 2

Project	2022 Bond Available Funds	2025 CIP Available Funds	General Fund Available Funds	TOTAL Available Funds
Old Fort Ballfield Imprv	244,559			244,559
Veterans Park	21,783			21,783
Playground Deferred Maintenance		21,783		21,783
Automated Side Loader Replacement	400,115			400,115
Golf Course Renovations		400,115		400,115
Burnt Knob, Manson, Blackman	1,309,310			1,309,310
Rucker Lane		1,309,310		1,309,310
Town Creek	247,049			247,049
Cherry Lane Phase 3			247,049	247,049
McKnight Park Ballfield Imprv		244,559		244,559
Total	2,222,816	1,975,767	247,049	4,445,632

City of MURFREESBORO TENNESSEE
creating a better quality of life

CIP Funds Transfer Request

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2022 Bond/2025 CIP/General Fund

Transfer CIP funds from:		Transfer CIP funds to:	
Totals from Page 2	(3,956,514.50)	Totals from Page 2	3,956,514.50
Parks Land Purchase (2022)	(11,549.95)	Veterans Park (2022)	11,549.95
Veterans Park (2025)	(11,549.95)	Parks Land Purchase (2025)	11,549.95
Broad/MCP Intersection (2022)	(16,122.50)	Cherry Lane Phase 2 (2022)	16,122.50
Cherry Lane Phase2 (2025)	(16,122.50)	Broad/MCP Intersection (2025)	16,122.50
Broad/MCP Intersection (2022)	(24,233.26)	Bridge Ave/Kings Hwy (2022)	24,233.26
Bridge Ave/Kings Hwy (2025)	(24,233.26)	Broad/MCP Intersection (2025)	24,233.26
Manson/Fortress (2022)	(28,181.86)	Burnt Knob, Manson, Blackman (2022)	28,181.86
Burnt Knob, Manson, Blackman (2025)	(28,181.86)	Manson/Fortress (2025	28,181.86
S Rutherford/Manchester (2022)	(778,053.00)	Veterans Park (2022)	778,053.00
Veterans Park (2025)	(778,053.00)	S Rutherford/Manchester (2025)	778,053.00
McKnight Park Ballfield Imprv (2022)	(244,559.01)	Old Fort Park Ballfield Imprv (2022)	244,559.01
Old Fort Park Ballfield Imprv (2025)	(244,559.01)	McKnight Park Ballfield Imprv (2025)	244,559.01
	(6,161,913.66)		6,161,913.66

Explanation: To facilitate spending down the 2022 Bond, it is requested that the above listed projects that are funded with the General Fund, and the 2025 CIP be swapped with the same projects in the 2022 Bond.

Vicki J Massey — Reviewed by Finance — 11/04/25 — Date

Approved [✓] — Amanda DeRosia — Finance Director

Declined [ ] — 11/06/2025 — Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

City of MURFREESBORO TENNESSEE
... creating a better quality of life

CIP Funds Transfer Request

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2022 Bond/2025 CIP/General Fund

Transfer CIP funds from:		Transfer CIP funds to:	
Playground Deferred Maintenance (2022)	(21,782.85)	Veterans Park (2022)	21,782.85
Veterans Park (2025)	(21,782.85)	Playground Deferred Maintenance (2025)	21,782.85
Golf Course Renovations (2022)	(400,115.40)	Automated Side Loader Repl (2022)	400,115.40
Automated Side Loader Repl (2025)	(400,115.40)	Golf Course Renovations (2025)	400,115.40
Rucker Lane (2022)	(1,309,309.52)	Burnt Knob, Manson, Blackman (2022)	1,309,309.52
Burnt Knob, Manson, Blackman (2025)	(1,309,309.52)	Rucker Lane (2025)	1,309,309.52
Cherry Lane Phase 3 (2022)	(247,049.48)	Town Creek (2022)	247,049.48
Town Creek (General Fund)	(247,049.48)	Cherry Lane Phase 3 (General Fund)	247,049.48
TOTAL PAGE 2	(3,956,514.50)	TOTAL PAGE 2	3,956,514.50

COUNCIL COMMUNICATION

Meeting Date: 12/4/2025

Item Title: Purchase of Fairway Mower and Sprayer under State Contract through Ladd's Golf and Turf LLC

Department: Golf

Presented by: Trey Adams, Director, Golf

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the purchase of one Fairway Mower and one Sprayer from Ladd's Golf and Turf LLC.

Staff Recommendation

Approve the purchase of the equipment utilizing the State of Tennessee SWC Contracts for golf course maintenance for Old Fort Golf Club.

Background Information

Old Fort requires specialized equipment to maintain quality turf conditions on fairways and to apply treatments efficiently and safely. The existing fairway mower and sprayer are aging and have neared the end of their effective life cycle.

Council Priorities Served

Responsible budgeting

By replacing existing aging equipment this investment ensures high-quality course conditions while extending the life of City-owned facilities and reducing costs of repairs for existing equipment.

Operational Issues

New equipment will improve daily maintenance efficiency and reduce downtime caused by repairs of outdated machinery.

Fiscal Impact

The total purchase amount is $223,859 and funded from the FY 2026 Golf CIP.

Attachments

Contract with Ladd's Golf and Turf, LLC

Docusign Envelope ID: B9D5CACC-BBC4-4BB2-AAB9-60DF3B2ED216

CONTRACT BETWEEN CITY OF MURFREESBORO AND LADD'S GOLF AND TURF, LLC FOR PURCHASE OF JACOBSON FAIRWAY MOWER AND SMITHCO SPRAY STAR VEHCILE

This Contract is entered into and effective as of _____ , (the "Effective Date") by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **LADD'S GOLF AND TURF, LLC,** a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***State of Tennessee Contract SWC 242-85938 between the State of Tennessee and Ladds Golf and Turf LLC, hereinafter, "State Contract"***
- ***State of Tennessee Contract SWC 242-66045 between the State of Tennessee and Turf and Golf, LLC, hereinafter, "Prior State Contract"***
- ***Ladds quote dated February 19, 2025, for One (1) Jacobsen LF570 Fairway Mower 2WD with accessories as specified on the quote, "Contractor's Quote" (Exhibit A)***
- ***Ladds quote dated February 19, 2025, for One (1) Smithco Spray Star 1318 with Star Command 3.0 with accessories as specified on the quote, "Contractor's Quote" (Exhibit B)***
- ***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 related to Jacobsen LF570 Fairway Mower:***
  - ***State Contract***
- ***Third related to Smithco Spray Star Vehicle:***
  - ***Prior State Contract***
- ***Lastly related to Jacobsen LF570 Fairway Mower:***
  - ***Contractor's Quote Exhibit A***
- ***Lastly, related to Smithco Spray Stay Vehicle:***
  - ***Contractor's Quote Exhibit B***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase one (1) **Jacobsen LF570 Fairway Mower 2WD with accessories and options specified on the Contractor's Quote**, and as set forth in the State Contract 242-85938 and one (1) Smithco Spray Star 1318 with Star Command 3.0 with accessories as specified on the Contractor's Quote, and as set forth in the State Contract 242-66045.

2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the State Contract on March 31, 2028. 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.

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

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

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

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 Contractor's Quote for One (1) Jacobsen LF570 Fairway Mower 2WD with accessories and options specified on the Contractor's Quote and as set forth in State Contract 242-85938 for a Purchase Price of Ninety-Two Thousand, Six Hundred Twenty-Nine Dollars and Twenty Two Cents ($92,629.22) and One (1) Smithco Spray Star 1318 with Star Command with accessories and options specified on Contractor's Quote and as set forth in State Contract 242-66045 for a purchase price of One Hundred and Thirty One Thousand, Two Hundred Thirty Dollars and Twenty Five Cents ($131,230.25) for a **total purchase price of Two Hundred Twenty Three Thousand, Eight Hundred Fifty-Nine Dollars and Forty Seven Cents ($223,859.47),** including delivery. 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. Invoices should be sent to: accountspayable@murfreesborotn.gov.

b. Deliveries and pick-up of all items shall be made within 30 days (4 weeks) of issuance of Purchase Order to Attn: Trey Adams – Director of Golf – 1028 Golf Lane, Murfreesboro, TN 37129. Contact Person Trey Adams, Director (tel. 615-603-9030; email: radams@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.

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4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth by the manufacturer and the bid specifications.

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.

      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

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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	Ladd's Golf and Turf, LLC
Attn: City Manager	Attn: Layton Scott
111 West Vine Street	6881 Appling Farms Parkway
Murfreesboro, TN 37130	Memphis, TN 38133
	lscott@ladds.net

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.

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

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be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

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

17. **Integration**. This Contract 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, 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 Bid, 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 Bid, 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.

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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

APPROVED AS TO FORM:

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

LADDS GOLF AND TURF LLC

Signed by:
By: Mitch Parker
382ACDA4783048E...
Mitch Parker, Vice President

Docusign Envelope ID: B9D5CACC-BBC4-4BB2-AAB9-60DF3B2ED216

EXHIBIT A

LADD'S

PROPOSAL

Quotation To: **Old Fort Golf Club**
City of Murfreesboro

Date: **2/19/2025**

Reference **Turf Equipment**

ATTN: Marty Mayo

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

	Equipment Specifications	MSRP	State Contract
1	**Jacobsen LF570 Fairway Mower 2WD** 37hp Kubota diesel engine, 2 wheel drive, electronic cruise control, programmable mow & transport speeds, onboard diagnostics, backlapping, headlights.	$ 92,727.37	$ **73,254.62**
	Options:		
5	67986 11 Blade Reels $3,912.63 less 21%=$3,090.98	$ 3,090.98	$ **15,454.90**
5	123268 Grooved Front Rollers	$ 481.05	$ **2,405.25**
5	3006263 Front Roller Scrapers	$ 57.89	$ **289.45**
1	Cool Top (allied product not on contract)		$ **1,225.00**
		Total	$ **92,629.22**
	TN State Contract# 85938		
	***Price does not include any applicable taxes.**		

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

ACCEPTED:

Company

By

Title

Date

Yours Very Truly,

Frank Kilgore

LADD'S

Docusign Envelope ID: B9D5CACC-BBC4-4BB2-AAB9-60DF3B2ED216

EXHIBIT B

LADD'S

PROPOSAL

Quotation To: **Old Fort Golf Club**
City of Murfreesboro

Date: **2/19/2025**

Reference **Turf Equipment**

ATTN: Marty Mayo

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

	Equipment Specifications	MSRP	State Contract
1	**Smithco Spray Star 1318 w/ Star Command 3.0** Hydraulic drive spray vehicle with 300 gallon eliptical spray tank, 57hp Kubota LC gas engine, stainless steel centrifugal spray pump, **18.5'** factory installed boom, Tee-Jet Aeros GPS satellite guided field computer, Terra Star antenna, pressure & droplet size control, wide ground speed range.	$ 146,839.00	$ **124,813.15**
	Options:		
1	Safe-Fill Chemical Induction System	$ 3,235.00	$ **2,749.75**
1	Tank Rinsing Device	$ 388.00	$ **329.80**
1	Foam Marker	$ 2,403.00	$ **2,042.55**
1	1 year Terra Star Subscription	$ 1,295.00	$ **1,295.00**
	TN State Contract# 66045	**Total**	$ **131,230.25**
	***Price does not include any applicable taxes.**		

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

ACCEPTED:

Company

By

Title

Date

Yours Very Truly,

Frank Kilgore

LADD'S

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Health Benefits Service Agreements for 2026

Department: Human Resources

Presented by: Randolph Wilkerson, Human Resources Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval of three Health Benefits Services Agreements for the City's 2026 employee benefits plans.

Staff Recommendation

Staff recommends approval of:

- An amendment to the Sonic Boom Wellness, LLC Master Services Agreement to expand wellness offerings through the addition of a virtual fitness platform.
- A new Pharmacy Benefits Administrative Services Agreement with MedOne, L.C. to serve as the City's Pharmacy Benefits Manager (PBM).
- Agreement with BlueRe of Tennessee for the purchase of stop-loss insurance for 2026.

Background Information

- Staff recommends approval of an amendment to the Sonic Boom Wellness agreement to enhance the City's wellness program by adding a virtual fitness platform to its existing services. The amendment reflects an added annual cost of $4,080.
- Following a competitive RFCSP process and a comprehensive evaluation of qualified organizations, the staff recommends entering into an agreement with MedOne, L.C. to administer the City's pharmacy benefits program. MedOne will manage the pharmacy network, negotiate manufacturer rebates and discounts, and provide clinical oversight.
  – First-year administrative cost: $75,226 with annual automatic renewal
  – Total projected three-year cost: $225,677
  – Projected net savings: 8.3% in the first year, or an estimated $669,787 in reduced pharmacy claim costs.
- The City issued an Invitation to Bid for stop-loss insurance coverage, which provides protection against individual high-cost claims exceeding the City's self-funded retention level. One bid was received, from BlueRe of Tennessee, and accepted.
    - Coverage applies to individual claims above $150,000 and a $275,000 aggregating specific deductible.

- Estimated annual cost: $1,398,987, funded through the Insurance Fund.
- Rates: $40.12 single / $107.30 family
- The proposal includes no contingencies and includes a maximum renewal rate cap of 45%. It does not include coverage attachment-point adjustments for high-risk members based on previous claims' history, which is generally considered a drawback in stop-loss arrangements.

- All first-year costs for these three agreements will be funded through the FY26 Insurance Fund operating budget.

Council Priorities Served

Responsible Budgeting

- Enhancing Sonic Boom's wellness services supports employee health and engagement, contributing to long-term cost control for the City's health plan.
- The MedOne agreement provides measurable cost savings through reduced prescription drug costs and improved clinical management.
- Purchasing stop-loss insurance is a prudent financial strategy to protect the Insurance Fund from the impact of large, unexpected claims.

Fiscal Impact

The FY26 Insurance Fund operating budget includes funding for all three agreements:

- Sonic Boom Wellness, LLC — $4,080 (Wellness Services)
- MedOne, L.C. — $75,226 (Pharmacy Benefits Management)
- BlueRe of Tennessee — Estimated stop-loss premium of $1,398,987

Attachments

1. Sonic Boom Wellness, LLC - Master Services Agreement
2. MedOne, L.C. - Pharmacy Benefits Administration Services Agreement
3. BlueRe of Tennessee Stop Loss Insurance Proposal Agreement

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AMENDMENT NO. 2 TO MASTER SERVICES AGREEMENT

This Amendment No. 2 to Master Services Agreement ("**Amendment No. 2**") is effective as of October 1, 2025 ("**Amendment No. 2 Effective Date**"), and is made by and between Sonic Boom Wellness, LLC, a Delaware limited liability company, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027 ("**SBW**") and City of Murfreesboro, Tennessee, a Tennessee municipality ("**Client**"). SBW and Client are each individually a "**Party**" and are collectively the "**Parties**." Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, SBW and Client entered into that certain Master Services Agreement, effective November 17, 2023, as amended by that certain Amendment No. 1, effective March 20, 2024 (the "**Agreement**"); and

WHEREAS, the Parties desire to amend the Agreement to add virtual fitness Services, add a Budget, and make other modifications for the mutual benefit of the Parties.

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

1. AMENDMENTS

1.1 Schedule A to the Agreement is hereby amended, as specifically permitted pursuant to Section 20(a) thereof, to add Attachment 1, Virtual Fitness, attached hereto and incorporated as part of the Agreement by reference.

1.2 The Agreement is further amended to add Schedule B, Budget, attached hereto and hereby incorporated into the Agreement as Schedule B, and which shall effectively supersede that section titled "Program Fees" in Schedule A.

2. MISCELLANEOUS

2.1 Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between this Amendment No. 2 and the Agreement, this Amendment No. 2 shall govern and control.

2.2 Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this Amendment No. 2 and that the execution and delivery of this Amendment No. 2 by the Parties has been duly authorized by all requisite corporate

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action and when executed and delivered, this Amendment No. 2 shall be valid and binding upon the Parties.

2.3 Counterparts. This Amendment No. 2 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 by and through their respective representatives to be effective as of the Amendment No. 2 Effective Date.

City of Murfreesboro	**Sonic Boom Wellness, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signed by:
APPROVED AS TO FORM:
Adam F Tucker
43A2025E51F9401...
Adam F. Tucker, City Attorney

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Attachment 1 to Schedule A
Virtual Fitness

SBW provides a virtual fitness technology via Xponential Plus. The virtual fitness technology is accessed by Enrolled Members using a unique URL administered by SBW fitness member management system, or through Client intranet (Sharepoint or similar single sign-on solution).

Virtual fitness allows Enrolled Members virtual access to live fitness classes and unlimited access to an on-demand, recorded class library.

1.1. Account Support. SBW personnel facilitate implementation, program launch, provide ongoing communications and promotions, and review reporting. SBW personnel serve as Client's main point of contact for all aspects of Xponential Plus.

1.2. Administration and Reporting. SBW will provide aggregated monthly engagement statistics to Client. Standard reports include total activations, 30-day video starts, and month-over-month trend statistics. Enrolled Members must re-enroll with Xponential Plus one year from program start date for continued access to the platform.

1.3. Troubleshooting. For technical questions and troubleshooting live chat access to Xponential Plus specialists is available to Enrolled Members Monday through Friday 8:00a.m. – 5:00p.m., and Saturday 10:00a.m. – 4:00 p.m. (all US time zones), excluding Xponential Plus holidays. Support is also available by email and through the Xponential Plus app.

1.4. Acknowledgement. Client acknowledges and agrees that in course of providing fitness services, SBW may offer Enrolled Members information about, including URLs and hyperlinks, third-party fitness and/or wellness websites or applications (sites/apps) ("Third Parties"). The purpose of such offering is strictly for the information of an Enrolled Member. SBW will not disclose any Enrolled Member information to Third Parties nor will SBW receive any financial remuneration from Third Parties based on Enrolled Member engagement. To the extent that an Enrolled Member chooses to engage and disclose personal information to Third Parties, such engagement and disclosure is strictly voluntary activity of the Enrolled Member, and as between SBW and Enrolled Member, Enrolled Member retains ownership of any data or information disclosed to Third Parties. Data governance terms and conditions applicable to the relationship between SBW and Client will not apply to Third Parties. Client further acknowledges and agrees that, with respect to websites, applications, or services offered by Third Parties, SBW makes no representations or warranties regarding (i) the accuracy of the information contained in the Third party sites or applications; (ii) the collection, use or disclosure of personal information or protected health information by Third Parties; (iii) the products or services provided by Third Parties; or (iv) the compliance by such Third Parties with applicable privacy laws.

SCHEDULE B
Budget

SonicBoomWellness

City of Murfreesboro
Sonic Boom Wellness Budget

	One Time Fees	Rate	Monthly Rate	Estimated Annual Operating Budget
Employees: 1,297				
Lift Off Program Fees		$ 3.50	$ 4,540	$ 54,474
Healbright		$ 0.20	$ 259	$ 3,113
Coach's Corner		$60/Call	$ -	$ -
Estimated Boomin' Bucks		5% Admin Fee	$ -	$ -
Additional Optional Services:				
Pro-Service Level Upgrade (Monthly Fee)			$ -	$ -
Single-Sign On ($2,500)	$ -			
Custom Login Screen ($1,000)	$ -			
Data Integration				
Onsite Kick-Off Event Base Fee ($1,500)	$ -			
Onsite Travel Estimate (Pass-Through)				
Onsite Travel Base Fee ($250/Day/Person)				
On-Demand Virtual Fitness			$ 340	$ 4,080

Biometrics	eHS Rate	Quest Rate	Estimated Participation	Estimated Annual Operating Budget
Onsite Event Fingerstick	$47	$49	-	$ -
Onsite Event Venipuncture	$47	$55	-	$ -
Labs	$55	$55	-	$ -
Physician Forms	$15	$15	-	$ -
Advanced Screening Chem 30	$60	$75	-	$ -
Cotinine Add-Ons	$15	$15	-	$ -

	One Time Fees	Annual Operating
Annual Budget Total (3-Year Agreement)	$ -	$ 61,667

Key:
PEPM - Per Employee Per Month
Fixed amount
Fixed Per Unit
Fixed Based on Population

Footnotes:

[1] All other non-color coded categories are variable/pass through as incurred.
[2] Proposal is good for 60 days from issue date.
[3] Spouses/domestic partners may be included at no additional cost if they are ineligible for rewards.
[4] Pricing is based on the total number of employees, regardless of participation in services.
[5] Base monthly fee is calculated on PEPM set forth above until the total population increases more than ten percent (10%), which will result in an updated calculation of the PEPM based on then-current total population.
[6] Pricing is held steady for three years and is subject to a 2% annual increase each Renewal Term.
[7] Pricing includes number of rewards designs based on service level; additional rewards designs are $500 per period.
[8] Single Sign-On: $5,000 one-time fee per each unique installation for Standard, $2,500 one-time fee per each unique installation for Lift-off - inbound OR outbound, one included free for pro
[9] Travel costs for onsite kick-off event or onsite visit are billed as incurred to the client.
[10] Coaching is based on a minimum monthly fee/volume billed fixed. Any calls above that minimum are charged at $60/call.
[11] No additional cost for eligibility file provided in preferred format; $2500 fee for custom format.
[12] Each Boomin' Buck is worth a half a penny ($.005); billed monthly for the previous month earnings (plus standard 5% admin fee). $5 administrative fee per gift card redemption; billed back to client or deducted from employee reward total.
[13] On-demand virtual fitness solution is priced as an optional service on a population of 1,297 and billed fixed. If population increases by more than 5% in subsequent years, pricing is subject to change. 2% YOY increase will be applied with each budget year.

Date Submitted: 8/20/2025

Budget and material information are confidential and proprietary to Premise Health Holding Corp. and are not to be distributed.

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PHARMACY BENEFIT ADMINISTRATION SERVICES AGREEMENT

This **Pharmacy Benefit Administration Services Agreement** (hereinafter "Agreement") is entered into by and between City of Murfreesboro ("Sponsor"), having a principal place of business at 111 West Vine Street, Murfreesboro, TN 37133 and MedOne, L.C. ("Administrator"), with its principal place of business at 1590 University Ave, Dubuque, Iowa 52001 (each a "Party" and collectively the "Parties"). This Agreement shall become effective on the later of January 1st, 2026 or the date on which it has been signed by each Party ("Effective Date").

WHEREAS, Administrator operates a prescription benefit administration program for plan sponsors requesting prescription benefit administration and related services; and

WHEREAS, Sponsor provides for the payment of prescription drugs and related services for persons eligible to receive such benefits; and

WHEREAS, Sponsor desires to procure the services of Administrator to provide a prescription drug benefit program for its Members;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Administrator and Sponsor agree as follows:

1. DEFINITIONS

The following terms shall have the meanings assigned:

"**Administrative Fees**" shall mean and refer to fees paid for services including Implementation Services, Core Administrative Services, and Ancillary Administrative Services.

"**Ancillary Administrative Fee**" shall mean and refer to the fee paid for Ancillary Administrative Services as defined in Exhibits A and B.

"**Ancillary Administrative Services**" shall mean and refer to such services provided by Administrator to Sponsor as set forth in Exhibits A and B.

"**Average Wholesale Price" or "AWP**" shall mean and refer to the benchmark price for drugs or ancillary supplies, as applicable, established and reported to Administrator by Medi-Span, based on the 11-digit NDC of the prescription drug for the package size actually dispensed and reported by the Participating Pharmacy.

"**Benefit Design**" shall mean and refer to the specifications applicable to the Plan, including but not limited to Covered Products, Cost Sharing Amounts, and Formulary, set forth in this Agreement or as otherwise documented between the Parties.

"**Benefit Specification Form" or "BSF**" shall mean and refer to the form on which Sponsor specifies the Benefit Design and provides other information necessary for Administrator to perform PBM Services.

"**Biosimilar(s)**" shall mean a biological product, licensed and approved by the FDA, that is highly similar to an existing biological product and is shown to have no clinical differences from such existing biological product.

"**Brand Drug**" shall mean and refer to a drug marketed under a proprietary and trademark-protected name and systematically identified by Medi-Span as having a multisource code of "M" (a branded Drug Product that is co-branded and not considered generic, nor is available as a generic), "N" (a single-source brand name Drug Product available from one manufacturer), or "O" (an original branded Drug Product available from one or more manufacturers as a generic product).

"**Business Associate Agreement**" or "**BAA**" shall mean and refer to the understandings and obligations of each Party with regard to its and their compliance with the Health Insurance Portability and Accountability Act of 1996

("HIPAA"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations published at 45 C.F.R. parts 160 and 164.

"**Business Days**" or "**business days**" shall mean and refer to all days except Saturdays, Sundays, and federal holidays. All references to "day(s)" in this Agreement are to calendar days unless "business day" is specified.

"**Claim(s)**" shall mean and refer to a Claim that is either: (i) processed through Administrator's proprietary on-line Claims adjudication system; or (ii) transmitted to or processed by Administrator manually or otherwise in accordance with the terms of this Agreement.

"**Claims Runout**" shall mean and refer to a process whereby Claims incurred prior to the effective date of the termination of this Agreement may properly be submitted after the effective date of termination.

"**Compound Prescription**" shall mean and refer to a mixture of two or more FDA approved ingredients with at least one ingredient that utilizes a Prescription Drug that is a Covered Product. A prescription will not be considered a Compound Prescription if it is reconstituted or if only water, alcohol, sodium chloride solutions, or bulk chemical products are added to the active ingredient.

"**Contract Quarter**" shall mean and refer to the three (3) month period commencing on the Effective Date and each consecutive three (3) month period thereafter while this Agreement is effective.

"**Contract Year**" shall mean and refer to the twelve (12) month period commencing on the Effective Date and each consecutive twelve (12) month period thereafter while this Agreement is effective.

"**Core Administrative Fee**" shall mean and refer to the fee paid for Core Administrative Services as defined in Exhibits A and B.

"**Core Administrative Services**" shall mean and refer to services provided by Administrator to Sponsor as set forth in Exhibits A and B.

"**Cost Sharing Amount**" shall mean and refer to the monetary amount (which may be expressed as either a percentage or a specific dollar amount) that a Member is required to pay at the Participating Pharmacy at the time the benefits are provided pursuant to the Benefit Specification Form.

"**Covered Products**" shall mean and refer to those Prescription Drugs, supplies, and other related services that a Member is entitled to receive under the terms of Sponsor's Plan.

"**Dispensing Fee**" shall mean and refer to the amount payable by Sponsor to a Participating Pharmacy to dispense a Covered Product to a Member.

"**Drug Product**" shall mean and refer to any multi-source or brand name medication, drug product, or pharmaceutical which is approved by the United States Food and Drug Administration ("FDA").

"**Formulary**" shall mean and refer to a list of preferred Prescription Drugs and supplies and their associated coverage information (e.g., tiers, limits, coverage exclusions, restrictions) that is developed, published, and periodically revised by Administrator for the Plan's benefit.

"**Generic Drug**" shall mean and refer to an FDA-approved prescription drug, identified by its chemical composition, that is therapeutically equivalent and interchangeable with a brand name drug(s) having an identical amount of the same active ingredient(s). The Generic Drug shall be identifiable in the Medi-Span database as having a multisource code of "Y".

"**Group**" shall mean and refer to a group of Members that have the same Benefit Design as designated by Sponsor.

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"**Implementation Services**" shall mean and refer to the services provided by Administrator as set forth in Exhibit B.

"**Law**" shall mean and refer to any applicable federal, state and local laws, rules, regulations, administrative guidelines, judicial or administrative orders or agreement with any governmental agency, unit or subdivision, that affects the rights, duties, or obligations of performance of either Party under this Agreement.

"**Mail Order Pharmacy**" shall mean and refer to a pharmacy that: (1) is licensed under Law; and (2) dispenses prescription drugs to Members primarily through the U.S. mail.

"**MAC**" shall mean and refer to the maximum allowable unit ingredient cost payable for a multisource Drug Product specified on Administrator's MAC List.

"**MAC List**" shall mean and refer to a payment schedule for multisource drugs subject to MAC pricing that is established, developed, adopted, and/or managed by Administrator.

"**Member**" shall mean and refer to an individual designated by Sponsor pursuant to this Agreement as eligible for Covered Products under one or more of Sponsor's benefit plans.

"**NDC**" shall mean and refer to a universal product identifier for human drugs in the United States, presented as a unique 10-digit or 11-digit, 3-segment number.

"**Paid Claim**" shall mean and refer to each Claim for benefits dispensed to a Member, reimbursed to the Participating Pharmacies, and paid by Sponsor, and will not include any denied or reversed Claims.

"**Participating Pharmacy**" shall mean and refer to a Retail Pharmacy, Mail Order Pharmacy, or Specialty Pharmacy participating in Administrator's network, in accordance with the terms of the agreement between Administrator and such pharmacy.

"**Participating Prescriber(s)**" shall mean and refer to any and all physicians, surgeons, osteopaths, physician or medical groups, or independent practice associations, including but not limited to a nurse practitioner or physician assistant, who or which are duly licensed and qualified to practice and prescribe medications and are authorized to provide medical or other treatment services to Members.

"**Plan**" shall mean and refer to a health and welfare plan providing for prescription drug coverage that Sponsor has committed to provide Members.

"**Prescription Drug**" shall mean and refer to a pharmaceutical or pharmaceutical compound that: (i) is included in the United States Pharmacopeia, is required to be dispensed pursuant to a prescription, and is required to bear the legend, "Caution -- Federal law prohibits dispensing without prescription"; or (ii) is otherwise accepted by Sponsor as a Covered Product for purposes of this Agreement and Sponsor's Benefit Design.

"**PBM Services**" shall mean and refer to those pharmacy benefit management services described under this Agreement, including but not limited to those services set forth in Exhibit A.

"**Rebates**" shall mean and refer to any retrospective discount received by Administrator that is paid by a pharmaceutical manufacturer and/or intermediary for utilization of designated prescription products by Members under the applicable rebate agreement with Administrator, including but not limited to base/formulary, incentive, and market share rebates.

"**Retail Pharmacy**" shall mean and refer to an appropriately licensed retail pharmacy that has entered into an agreement with Administrator to provide Covered Products to Members.

"**Specialty Drugs**" shall mean and refer to certain Prescription Drugs, as determined by Administrator, that are typically used to treat chronic or complex conditions. Specialty Drugs typically have one or more of certain key characteristics, which may include: frequent dosing adjustments and intensive clinical monitoring to decrease the

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potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution (if a drug is only available through limited specialty pharmacy distribution, it is always considered a Specialty Drug); or specialized product handling and/or administration requirements. Specialty Drugs may be administered by any route of administration. Specialty Drugs include Biosimilars.

"**Specialty Pharmacy**" shall mean and refer to those pharmacies and facilities that have agreed to provide Specialty Drugs to Members under an agreement with Administrator. For purposes of this Agreement, a Retail Pharmacy is not considered a Specialty Pharmacy.

"**Sponsor Override**" shall mean and refer to a decision made by Sponsor to provide coverage for a Claim that would not otherwise be covered by the applicable Plan and, if applicable, was not processed in accordance with any Optional Care Paths Sponsor has implemented as part of the Plan.

"**Third Parties**" shall mean and refer to those parties engaged in the business of providing consulting and other services to Sponsor to facilitate administration of the Sponsor's Plan pursuant to separate agreement(s) between such Third Parties and Sponsor.

"**Usual and Customary**" or "**U&C**" shall mean and refer to the then-current price charged by a Participating Pharmacy to the general public for a Drug Product – taking into account all applicable customer discounts (such as advertised or sale prices, coupons, special customer discounts, senior citizen discounts, frequent shopper discounts, or any other discounts offered for the Drug Product) – that a cash-paying customer would pay.

2. Administrator Obligations

2.1. Services. Administrator shall provide the PBM Services set forth in Exhibit A.

2.2. Cost Reduction. Administrator shall provide a Net Cost Reduction Guarantee as set forth in Exhibit C.

2.3. Program Materials. Administrator shall supply all forms necessary for Administrator to implement and administer the Plans under this Agreement.

3. Sponsor Obligations

3.1. Enrollment Information. At least ten (10) business days prior to the date on which Sponsor intends for Administrator to administer any PBM Services to a Group, and by the second business day of each calendar month thereafter, Sponsor shall provide to Administrator a list of all Members in the Group in a format acceptable to Administrator. Sponsor shall be responsible for providing Administrator with accurate and complete enrollment information and for providing any modifications or updates to this information to Administrator. Administrator and Participating Pharmacies are entitled to rely on the enrollment information provided hereunder. Sponsor shall be responsible for updating the eligibility file to reflect the addition or removal of Members and any other changes. Sponsor shall be solely responsible for the accuracy, completeness, reliability, and timeliness of all eligibility information.

3.2. Benefit Specification Form. Administrator and Sponsor shall complete a Benefit Specification Form in order to document information related to Sponsor's Benefit Design(s), services selected, system and/or operational requirements, and any other information necessary for Administrator to perform services under this Agreement. Sponsor will reasonably cooperate in completing the Benefit Specification Form and will review and confirm the accuracy of the information contained in the Benefit Specification Form in accordance with Administrator's standard procedures. Administrator shall have the right to rely on all information contained in the Sponsor-approved Benefit Specification Form. Sponsor shall provide to Administrator any and all documentation, including but not limited to Benefit Design information (e.g., Formulary, Cost Sharing Amount information provided to Members, etc.) that is reasonably required for Administrator to perform services hereunder no later than thirty (30) business days in advance of the Effective Date. If Sponsor provides such information to Administrator with less than thirty (30) business

days remaining prior to the Effective Date, Sponsor accepts all risks associated with such delay, including, without limitation, the potential inability for Administrator to perform testing and validation, or any resulting delay in the implementation of Sponsor's Benefit Design. Sponsor expressly releases Administrator from any and all liability arising from such circumstances.

3.3. **Changes to Benefits.** Sponsor shall be responsible for notifying Administrator in writing of any changes or updates in the Benefit Design at least sixty (60) business days prior to the effective date of such change or update. Administrator will notify Sponsor of: (i) the proposed implementation date of such change, or that such change cannot be implemented as requested; or (ii) any additional fees or changes in rates (including but not limited to pricing and Administrative Fees), that may result from such change. Any revised implementation timeline or other changes, including the amount of any additional fees, shall be agreed upon in writing.

3.4. **Method of Data Transfer**. The Parties shall agree upon an appropriate method of communicating and transmitting information regarding eligibility and Benefit Design changes, whether such communication and transmission is between Administrator and Sponsor or Administrator and a third-party vendor of Sponsor (i.e., Sponsor's TPA). In the event that Sponsor or its applicable third-party vendor wishes to "implement a material change to the agreed-upon methods of transmitting such information or a material change to the content of the information, Administrator shall use its best efforts to accommodate any requested changes, provided that Administrator is given no less than thirty (30) days' prior written notice of the requested changes. If Administrator, in its reasonable discretion, determines that such changes cannot be implemented as requested, Administrator shall work in good faith with Sponsor and / or its third-party vendor to implement mutually agreeable methods of data transfer.

3.5. **Member Communications.** Sponsor is responsible for notifying Members of any Benefit Design changes. Sponsor is responsible for obtaining Member authorizations and documentation required by Law, if any, for Administrator to provide the PBM Services. Administrator may communicate with Members as reasonably required or requested to perform the PBM Services. Sponsor shall hold Administrator harmless from any and all damages arising from Sponsor's failure to provide adequate notice to Members or failure to obtain and document necessary authorizations from Members.

3.6. **Reports and Statements.** Sponsor shall review all reports and statements that Administrator provides and notify Administrator of any errors or objections to such reports or statements within thirty (30) days of receipt. Unless notified otherwise, the information contained in the reports and statements shall be deemed accurate, complete, and acceptable for reliance upon by Administrator.

3.7. **Exclusivity.** Administrator shall be the exclusive provider and administrator of PBM Services to Sponsor during the term of this Agreement. Without limiting the generality of the foregoing, Sponsor represents that, as of the Effective Date, it has no agreement with any pharmaceutical manufacturer or other entity under which it earns discounts based on the utilization of Covered Products or related administrative services and will not enter into any such agreement(s) while this Agreement remains in effect. Nothing in this Agreement shall restrict Administrator from offering, providing, or administering any service, including PBM Services, to any other entity.

4. FINANCIAL ARRANGEMENTS

4.1. **Payment for Services.** Sponsor shall pay Administrator for all services provided under this Agreement in accordance with the pricing terms set forth in Exhibit B.

4.2. **Invoices.** Administrator will invoice Sponsor for Claims and all applicable Administrative Fees on a schedule conforming to Administrator's billing cycles. Claims invoices shall include the Administrative Fees outlined in Exhibit B. Invoice amounts for Claims are due and payable within three (3) business days of Sponsor's receipt of such invoice. Sponsor will pay by wire transfer or ACH to an account designated by Administrator in writing. Sponsor's failure to make timely payment shall constitute a payment default and material breach of this Agreement. Notwithstanding any other provision of this Agreement, if Sponsor fails to cure any payment default within five (5) business days of the due date for such payment,

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then in addition to any other remedies available, Administrator may cease performing any or all the services hereunder upon written notice to Sponsor until Sponsor brings its account current. Administrator, in its sole discretion, may accept late payment of delinquent amounts and, upon acceptance, resume any suspended services retroactively to the due date of the payment in question. Any such actions by Administrator shall not be deemed a waiver of Administrator's termination or suspension rights in the event of any future failure of Sponsor to make required payments.

4.3. **Overdue Payments.** Any invoice amounts that remain unpaid after five (5) business days of the due date shall bear interest at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by Law. If Administrator places any overdue amount with an attorney or other third party for collection, Sponsor shall reimburse Administrator for its collection costs, including any attorneys' fees and expenses.

4.4. **Reasonable Assurances.** In the event that Sponsor fails to pay invoices timely on two (2) or more occasions, or Administrator has reasonable grounds to believe that Sponsor may be incapable of meeting its financial obligations under this Agreement, Administrator may request (and Sponsor agrees to provide) reasonable assurances, including a deposit, regarding its financial condition. If Sponsor does not provide such assurances within five (5) business days of Administrator's request, or the assurances offered are not satisfactory in Administrator's reasonable judgment, Administrator may terminate this Agreement upon written notice to Sponsor.

4.5. **Eligibility Changes.** Administrator shall not be financially or otherwise responsible for any mistaken coverage, Claims payment, or denial determination if such mistake is due to a change in a person's eligibility status and the Claim was dispensed prior to the third business day after Sponsor provided Administrator with the underlying change information.

4.6. **Claims Adjustments.** The Parties acknowledge that, from time to time, adjustments to Paid Claims (including those not yet paid by Sponsor) may be necessary as a result of coordination of benefits, subrogation, workers' compensation, payment errors, pharmacy reversals, pharmacy audit recovery, or other circumstances requiring an adjustment. Such adjustments may result in either credits to Sponsor or additional amounts owed by Sponsor.

4.7. **Member Held Harmless.** In no event will Administrator directly or indirectly collect, attempt to collect, or accept remuneration or reimbursement from a Member for Covered Products, except for Cost Sharing Amounts or as otherwise provided for in this Agreement. Administrator shall use its best efforts to contractually prohibit each Participating Pharmacy from attempting to collect payment, or otherwise accepting remuneration or reimbursement, from a Member for Covered Products, except for Cost Sharing Amounts or as otherwise provided for in this Agreement. The requirements of this provision shall apply even in the event of Sponsor's failure to pay Administrator, a payment dispute between the Parties, Sponsor's insolvency, or any other breach by Sponsor of the terms of this Agreement.

4.8. **Taxes.** Sponsor shall pay all sales, use, and similar taxes and duties arising from or related to items dispensed or services provided hereunder, or any other amounts that Administrator may incur or be required to pay arising from or relating to its performance of services hereunder in any jurisdiction. If Administrator or a Participating Pharmacy is obligated to collect and remit any such amount, Administrator will include such amount on an invoice to Sponsor. Sponsor is not responsible for taxes on Administrator's income.

4.9. **Member Payment Failures.** In the event a Member fails to pay the required Cost Sharing Amount, Administrator may use reasonable efforts to collect amounts due from the Member. Sponsor may be responsible for any amount not satisfied by a Member.

5. BOOKS AND RECORDS

5.1. **Recordkeeping.** Administrator shall maintain reasonable documentation related to the PBM Services provided and Claims processed under this Agreement. Sponsor shall maintain reasonable documentation

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related to the enrollment and Benefit Design information provided hereunder. The Parties will maintain the records and information required by this subsection for seven (7) years from the date of enrollment or service, as applicable, or such longer period that may be required by Law, in a format and electronic media deemed reasonably appropriate by the Party holding such records. Administrator shall also contractually require that Participating Pharmacies maintain records of the Covered Products dispensed to Members in accordance with Law. Subject to all applicable privacy and confidentiality requirements, certain records may be made available to other pharmacies and health professionals treating Members.

5.2. **Transfer of Data Upon Termination.** Upon termination of this Agreement for any reason, Sponsor and Administrator will work together in good faith to develop a mutually agreeable plan for the orderly provision of Claims data to Sponsor or its designee. Within thirty (30) days after receipt of Sponsor's written authorization (and confidentiality agreement, if to a designee), Administrator will deliver to Sponsor or its designee a Claim history report for the two (2) years preceding the termination date. The report will be provided in Administrator's then-current standard format. Additional files such as Mail Order Pharmacy open refill files, prior authorization files and accumulator files will be provided at no cost to client. Any non-standard reports will be subject to additional fees. Administrator will have no obligation to provide information under this section unless Sponsor has met all of its payment obligations under this Agreement.

5.3. **Ownership.** Administrator shall retain all rights of ownership over all Administrator's databases, intellectual property, technology, software, hard-coding, and other data and logic utilized by Administrator in performing its obligations under this Agreement. Rights of ownership shall include, but are not limited to, all rights associated with reports and publications.

6. Audits

6.1. **Right to Audit Claims and Business Records.** Up to once annually, Sponsor may inspect and audit Administrator's business records that directly relate to billings made to Sponsor. Administrator will fully cooperate with Sponsor, and with independent accountants hired by Sponsor, to conduct any such inspection or audit. Such audits shall be at Sponsor's sole expense and shall only be conducted during normal business hours, following ninety (90) days' prior written notice. Additionally, such audits shall be conducted at Administrator's principal place of business if conducted in person, without undue interference to Administrator's business activity, and in accordance with reasonable audit practices. An audit of Administrator's records shall be limited to transactions that took place during the twelve (12) month period immediately preceding such audit. No audit period may be audited more than once. If a completed audit reveals a discrepancy in any previous calculations of Administrator, then the auditing Party shall deliver a written audit report, in a timely fashion, setting forth in reasonable detail the basis of such discrepancy. Administrator shall be given thirty (30) days to comment, explain, and correct the analysis. Each Party shall use reasonable efforts to resolve the discrepancy within sixty (60) days following delivery of the audit report. Such resolution shall be final, binding, and conclusive, as memorialized by the signature on the audit report by both Parties. Upon the final and conclusive determination of a discrepancy revealed by the audit report, Administrator will issue the payment within thirty (30) days of the adoption of the report as final, binding and conclusive.

6.2. **Audits Generally.** The Parties agree that any third-party auditing agents selected must agree in writing to Administrator's standard audit protocol/confidentiality or similar agreement, and must certify that it does not have any conflicts of interest that could potentially affect influence its judgment while performing an audit. Such third-party agent shall also carry reasonable policies of insurance covering any errors or omissions associated with its audit findings. No records may be removed from Administrator's principal offices during an audit. The Parties agree to limit the information available during an audit to those records directly relating to Sponsor's payments made during the audit period.

7. Confidential and Proprietary Information

7.1. **Confidential Information.** The term "Confidential Information" means information of a confidential or proprietary nature disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party").

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Confidential Information includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, and processes, and any information derived therefrom; matters of a business nature, such as the terms of this Agreement, proprietary reimbursement formula(e), marketing, sales, strategies, proposals, lists of Participating Pharmacies and pharmaceutical manufacturers, and any other information that is designated by either Party as confidential or which the Receiving Party should reasonably understand is confidential and/or proprietary based on nature of the information.

7.2. **Treatment of Confidential Information.** The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including using all precautions the Receiving Party employs with respect to its own Confidential Information), and not to use Confidential Information for any purpose not previously authorized by the Disclosing Party, except as necessary for Administrator to perform PBM Services. The Receiving Party further agrees not to disclose any Confidential Information to a third Party unless authorized in writing by the Disclosing Party and provided further that the ultimate recipient of such Confidential Information agrees to be bound by confidentiality terms at least as stringent as those contained herein. The Receiving Party may disclose Confidential Information to its employees, directors, and affiliates (collectively "Receiving Party Representatives") that have a legitimate business reason to know such information, provided that such Receiving Party Representatives are informed of the confidential nature of the information and have agreed to treat the Confidential Information in a confidential manner consistent with this Agreement.

7.3. **Exceptions.** "Confidential Information" does not include information that: (a) prior to disclosure hereunder was known by the Receiving Party, provided that there has not been a violation of any confidentiality obligation to the Disclosing Party; (b) is or subsequently becomes publicly available without violation of any confidentiality obligation owed to the Disclosing Party; (c) is independently developed by the Receiving Party without violation of this Agreement; or (d) is disclosed with the written approval of the Disclosing Party.

7.4. **Requests.** If the Receiving Party receives a court order, subpoena, governmental request, or public records requests under the Tennessee Public Records Act (whether formal or informal) for Confidential Information, the Receiving Party shall promptly notify the Disclosing Party to provide the Disclosing Party with the opportunity to seek confidential treatment or other appropriate relief relating to such Confidential Information. If the Disclosing Party is unable to obtain any relief with respect to the request, the Receiving Party may provide such Confidential Information only as required by Law to be produced.

7.5. **Programs.** Any clinical and other programs implemented by Administrator, including any Formulary, together with any related materials, manuals, lists and descriptions provided hereunder, will remain the property of Administrator. Sponsor shall use such programs only while this Agreement is in effect.

7.6. **License.** This Agreement entitles the Parties to use Confidential Information solely for legitimate business reasons. No license, express or implied, in the Confidential Information is granted to the Parties other than to use the Confidential Information to the extent authorized by this Agreement. Further, the Parties agree to allow the other Party to display trademarks, service marks, and logos for the purpose of identifying the other Party as a business partner. Upon the termination of this Agreement for any reason, both Parties will cease use of the other Party's trademarks, service marks, and logos and Confidential Information as soon as practicable.

7.7. **Member and Sponsor Identifiable Information.** The Parties shall comply with all Laws regarding patient confidentiality as set forth in the Business Associate Agreement between them. Administrator will not provide any data or information that identifies Sponsor without Sponsor's consent, except as reasonably necessary to provide the PBM Services hereunder or as required by Law.

7.8. **Duty to Notify.** In the event of dissemination, disclosure, or use of Confidential Information not permitted by this Agreement, the Receiving Party shall notify the Disclosing Party promptly in writing and shall use reasonable efforts to mitigate the damage resulting from an unauthorized disclosure.

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7.9. **Remedies.** The Parties acknowledge that any unauthorized use or disclosure of the other's Confidential Information would cause the Party whose Confidential Information has been so used or disclosed immediate and irreparable injury or loss. Accordingly, if Administrator or Sponsor fails to comply with the confidentiality provisions of this Agreement, or threatens to violate any of the confidentiality provisions herein, the Party whose Confidential Information has been so used or disclosed shall be entitled to equitable relief, without the necessity of proving actual damages or posting any bond or other security, including the immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, as well as reasonable attorneys' fees and all other remedies permitted by Law.

8. Term and Termination

8.1. **Term.** This Agreement is for an initial term of one (1) year from the Effective Date ("Initial Term"), and thereafter shall automatically renew for successive one (1) year terms, unless either Party notifies the other in writing of its intent not to renew the Agreement not less than ninety (90) days' prior to the expiration of the then-current term.

8.2. **Termination.** This Agreement may be terminated in the following manners:

(a) In the event of a material breach of this Agreement, the non-breaching Party shall provide written notice of the breach to the other Party. If the breach is not cured within thirty (30) days after the breaching Party's receipt of written notice of such breach, the non-breaching Party may immediately terminate this Agreement upon written notice to the breaching Party.

(b) Notwithstanding the provisions of this section, in the event of a payment default by Sponsor, Administrator shall provide written notice of such default to Sponsor. If Sponsor does not cure the payment default within ten (10) days after receiving such notice, the default shall be considered a material breach of this Agreement, and Administrator may terminate this Agreement on written notice to Sponsor.

(c) Immediately upon receipt of written notice by either Party if the other Party becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy and such petition is not dismissed with prejudice within forty-five (45) days after the filing, or has a receiver appointed for a substantial part of its assets.

(d) At any time by mutual written consent of the Parties; or

(e) As otherwise permitted in this Agreement.

8.3. **Effect of Termination.** Upon termination of the Agreement for any reason, Sponsor shall be required to pay all unpaid Claims and all unpaid amounts owed to Administrator for services rendered. Administrator shall have no obligations relating to the administration of Claims incurred after the effective date of such termination. If Administrator or any Participating Pharmacy is required by Law to continue providing any services hereunder after termination, Sponsor's payment obligations under this Agreement that relate to such services shall continue to apply throughout the period in which Administrator or a Participating Pharmacy continues providing such services.

8.4. **Early Termination.** Except for breach of contract by Administrator, in the event of early termination by Sponsor, Sponsor shall pay as liquidated damages, and not as a penalty, an early termination fee in an amount equal to seventy-five percent (75%) of the average monthly Core and Ancillary Administrative Fees paid by Sponsor over the completed portion of the applicable contract term multiplied by each month remaining in the then-current term. Sponsor shall also forfeit the amount of any unpaid Rebates as of the date of the termination. Sponsor agrees and acknowledges that the rates it is receiving under this Agreement are based on the Parties' mutual understanding that this Agreement will remain in effect for at least the full length of the initial term – and any renewal term, as may be applicable – and that the

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early termination fees herein are intended as a reasonable estimate of Administrator's damages in the event of an early termination.

8.5. **Adverse Government Action.** In the event that an action taken by any department, branch, or bureau of the federal, state or local government materially affects the ability of a Party to perform its obligations under this Agreement, that Party shall provide the other Party with written notice of the nature of the action having such adverse effect. During the sixty (60) day period beginning after such notice is provided, the Parties shall, in good faith, attempt to negotiate a modification to the Agreement to minimize the adverse effects and to restore as closely as possible the original intention of this Agreement and the relative economic position of each Party. If the Parties are unable to reach an agreement through good faith negotiations, then either Party may terminate this Agreement on thirty (30) days' advance written notice.

9. Indemnification and Related Matters

9.1. **Administrator Indemnification.** Administrator shall indemnify, defend and hold Sponsor and its parent companies, subsidiaries, affiliates, and their officers, directors, employees, and agents (each a "Sponsor Indemnified Party"), harmless from and against any third-party claims, actions, causes of action, damages, liabilities, and expenses (including without limitation attorneys' fees and litigation costs) asserted against a Sponsor Indemnified Party that arises from Administrator's violation of Law, breach of this Agreement, gross negligence, or willful misconduct relating to its performance under this Agreement.

9.2. **Sponsor Indemnification.** To the extent permitted under Tennessee state law, Sponsor shall indemnify, defend and hold Administrator and its parent companies, subsidiaries, affiliates, and their officers, directors, employees, and agents (each an "Administrator Indemnified Party"), harmless from and against any third-party claims, actions, causes of action, damages, liabilities, and expenses (including without limitation attorneys' fees and litigation costs) Action(s) asserted against an Administrator Indemnified Party that arises from Sponsor's violation of Law, breach of this Agreement, gross negligence, or willful misconduct relating to its performance under this Agreement.

9.3. **Indemnification Procedures.** A Party seeking indemnification under this Section (the "Indemnified Party") shall provide prompt written notice of any Action to the Party from whom indemnification is sought (the "Indemnifying Party"), provide reasonable assistance to the Indemnifying Party, not settle or compromise or consent to entry of judgment on any Action without the written consent of the Indemnifying Party, and not otherwise take any action, or fail to act, so as to compromise the Indemnifying Party's position with respect to the resolution or defense of any such Action. The failure to provide prompt notice will not constitute a waiver of rights under this Section unless it results in material prejudice to the rights or defenses of the Indemnifying Party; provided, however, that if the Indemnified Party does not give timely notice, the Indemnifying Party shall not be liable for any of the Indemnified Party's costs and expenses incurred prior to such notice. An Indemnifying Party shall not settle, compromise, or consent to the entry of judgment in any Action unless such resolution provides an unconditional release of the Indemnified Party from all liability relating to the Action and does not contain any term or order that in any manner restricts or interferes with the business of the Indemnified Party. The Indemnifying Party shall have the right, in its sole discretion and at its sole cost and expense, to select counsel and to control the defense and settlement with respect to any Action.

9.4. **Insurance.** During the term of this Agreement, each Party shall maintain, at its sole cost and expense, such policies of comprehensive general, umbrella, and professional liability (errors and omissions) coverage with limits not less than $1,000,000 per occurrence or claim and $3,000,000 in the annual aggregate. Each Party shall provide the other with evidence of such insurance upon reasonable request. At the time of any renewal, change, or modification of such insurance, the Party with such change shall immediately provide the other with notification in writing, without any further actions from the other Party, and evidence of such insurance, including but not limited to, renewal, cancellation, or denial of such insurance.

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9.5. Pharmacy Care. Sponsor acknowledges that, unless expressly stated elsewhere herein or in any subsequent amendment, Administrator assumes no responsibility for third party actions, including, but not limited to, the nature or quality of pharmaceutical products dispensed, the provision or failure to provide pharmaceutical goods or services, or any action or inaction by Participating Pharmacies, pharmaceutical manufacturers, or other providers of care in connection with this Agreement. Administrator is not responsible for the actions and inactions of pharmacists engaged in their professional capacity of the practice of pharmacy.

9.6. Limitation of Liability. Neither Party shall be liable to the other Party for: (a) actions arising out of or resulting from a breach of a duty owed independently by the other Party; or (b) any award of punitive, exemplary, indirect, incidental, special, damages, injury to reputation damages arising out of this Agreement or out of its performance hereunder, regardless of the form of action and regardless of whether the Party was made aware of the possibility of such damages. Further, neither Party shall be liable to the other for any damages in excess of the total administrative fees paid to Administrator during the six (6) month period immediately preceding the event giving rise to the cause of action. The foregoing limitation shall not apply to the unpaid amount of any invoices owed by Sponsor to Administrator, or the termination fee set forth in this Agreement, if applicable. The Parties agree that the purpose of these liability limitations is to set in advance the risk of damages borne by each Party. Except for the causes of action expressly excluded above, this limitation shall apply to all causes of action in the aggregate. Each Party retains the right to purchase insurance to cover any additional cost or liability.

10. Disclosure of Protected Health Information (PHI) and Personally Identifiable Information (PII) to Third Parties

10.1. Covered Entity and Business Associates. Pursuant to HIPAA, the HITECH Act, and the federal regulations published at 45 C.F.R. parts 160 and 164, Administrator, as a Business Associate of Sponsor, provides services to Sponsor, a Covered Entity. In connection with such services, Administrator receives and transmits Sponsor's protected health information ("PHI") or Personally Identifiable Information ("PII"). The Third Parties listed below, as separate Business Associates of Sponsor, also provide services to Sponsor pursuant to a separate service agreement and BAA. In connection with such services, such Third Parties receive and transmit Sponsor's PHI and PII at the request and direction of Sponsor.

10.2. Authorization to Disclose PHI and PII to Third Parties Listed Below. In connection with this Agreement and with those services that Sponsor receives from Third Parties, Sponsor authorizes Administrator to transmit data, including PHI and PII, directly to the Third Parties listed below. Each Party, to its reasonable knowledge, is not bound by or aware of any legal or contractual restrictions which would prohibit or limit its ability to deliver or receive the PHI or PII.

Third Party #1: Lockton Companies; 444 W. 47th Street, Suite 900, Kansas City, MO 64112

Third Party #2: Blue Cross Blue Shield of Tennessee; 1 Cameron Hill Circle, Chattanooga, TN 37402

Sponsor may authorize Administrator to disclose records containing PHI and PII to additional Third Parties, provided that such authorization must be in writing and must contain sufficient specificity regarding the authorized transmissions to and from the Third Party in question. Administrator may require such Third Party to execute a separate Non-Disclosure and / or Data Sharing Agreement before exchanging any records with such Third Party. Regardless of whether a separate agreement between Administrator and the Third Party is so executed, Sponsor shall ensure that all authorized Third-Party recipients agree to confidentiality and security requirements substantially similar to those contained herein and in the BAA.

10.3. Representations and Warranties. Sponsor represents and warrants that: (i) it has executed separate BAAs, meeting all requirements established by HIPAA and its implementing regulations, with the Third Parties listed above; (iii) the Third Parties listed above have contractually agreed to execute separate Subcontractor BAAs in the event that they intend to transmit PHI or PII to any subcontractor(s); and (iii)

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Sponsor has made the necessary elections under its plan documents to transmit and receive PHI and PII to such Third Parties.

10.4. **Subcontractors of Administrator**. Notwithstanding the foregoing or anything else to the contrary, if any third party listed in Section 10.2 above (or that Sponsor later authorizes to receive PHI) is a subcontractor of Administrator, the requirements of this Section 10 relating to business associate agreements required to be in place with such third parties shall apply to Administrator and not Sponsor. As such, Administrator represents and warrants that: (i) it has executed a separate Subcontractor BAA, meeting all requirements established by HIPAA and its implementing regulations, with any subcontractor to which it sends Sponsor's PHI or PII; and; (ii) the third party subcontractor has contractually agreed to execute separate Subcontractor BAAs in the event that they intend to transmit PHI or PII to any of its downstream subcontractor(s).

10.5. **Right to Discontinue.** Administrator may discontinue sending PHI or PII to the Third Parties listed above if it is made public that such Third Parties have violated HIPAA provisions.

10.6. **Termination Upon Expiration of Agreement.** Sponsor's authorization made under this Section shall be effective on the Effective Date and shall remain in effect until the earlier termination or expiration of: (i) this Agreement; or (ii) Sponsor's BAA with the Third Party in question. If any of the Third-Party BAAs terminate or expire without being renewed, Sponsor shall notify Administrator as soon as possible, making every effort to notify Administrator in advance of such termination or expiration, but in no case later than five (5) business days following the date of such termination or expiration. To the extent permitted under Tennessee state law, Sponsor shall indemnify and hold Administrator harmless from and against any damages that arise as a result of Sponsor's delay in notifying Administrator of the termination or expiration of a Third-Party BAA.

11. General Provisions

11.1. **Independent Contractors.** The relationship between Administrator and Sponsor is solely that of independent contractors engaged in the operation of their own respective businesses. Nothing contained in this Agreement shall be construed as creating an employee/employer or principal/agent relationship, nor is this Agreement intended to create a joint venture or other similar relationship between the Parties.

11.2. **Fiduciary Status.** The Parties understand and acknowledge that Administrator is not the sponsor or a fiduciary of any Plan or Group, as applicable, based on the meaning of ERISA or any other relevant law or regulation. Sponsor shall not represent that Administrator is a Plan Administrator or fiduciary of any Plan or any Group. Administrator provides solely ministerial service functions in connection with the Plan(s) sponsored by Sponsor. Sponsor acknowledges that it has the sole authority to control and administer the Plan(s) and the Plan's assets. Sponsor has discretionary, binding, and final authority to construe the terms of the Plan(s), to interpret ambiguous language, to make factual determinations regarding the payment of benefits, to review denied Claims and to resolve any complaints by Members.

11.3. **Entire Agreement; Amendment.** This Agreement and any schedules, exhibits, and/or addenda hereto constitute the entire contract between the Parties regarding the subject matter hereof, and supersede all prior agreements and understandings between the Parties, whether written and oral, relating to the subject matter hereof. Modifications or amendments to this Agreement are permitted only by mutual written agreement, as reflected in a writing signed by duly authorized representatives of each Party.

11.4. **No Third-Party Beneficiary.** The Agreement is solely for the benefit of Sponsor and Administrator and is not intended to create any interest in any third party.

11.5. **Severability.** If any provision of this Agreement is determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected. Such provision or provisions shall be deemed reformed to the extent necessary to conform to

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applicable Law, giving maximum effect to the Parties' intent under this Agreement, and preserving each Party's respective financial position to the fullest extent possible.

11.6. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Administrator may assign this Agreement without consent for any duties or services to be performed by a subcontractor or as part of the sale or disposition of Administrator that would, upon consummation, be deemed an assignment of this Agreement under applicable law. An assignment of this Agreement shall not relieve a Party of its duties under this Agreement.

11.7. **Headings.** The headings to the sections and subsections of this Agreement are intended for convenience only and shall not control or affect the interpretation of the terms and conditions stated therein.

11.8. **Force Majeure.** Neither Party will be liable in any manner for any delay or failure to perform its obligations under this Agreement that result from circumstances beyond such Party's reasonable control, including without limitation, a delay or failure due to strikes, labor disputes, riots, earthquakes, storms, floods or other extreme weather, fires, explosions, epidemics, embargoes, acts of terrorism, war or other outbreak of hostilities, delay of carriers or suppliers, inability to procure utilities, another party's actions, or other Acts of God, or by reason of a judgment, ruling, or order of any court, agency, or competent jurisdiction, or change of Laws or regulations occurring subsequent to the signing of this Agreement, except that nothing will excuse Sponsor's failure to timely pay any amounts due under this Agreement.

11.9. **No Waiver.** The failure of either Party to enforce or insist upon compliance with any provision of this Agreement shall not be construed as or constitute a waiver of the right to enforce or insist upon compliance with such provision in the future.

11.10. **Construction.** No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of either Party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

11.11. **Approvals.** Whenever approval of a Party is required under this Agreement, such approval will not be unreasonably withheld.

11.12. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the state of Tennessee, without giving effect to the body of laws pertaining to conflict of laws.

11.13. **Dispute Resolution.** The Parties shall make a good faith effort to resolve any disputes arising during the term of this Agreement through informal discussions and negotiations. If the Parties are unable to resolve the dispute through such discussions, either Party may submit a written complaint ("Submitting Party") to the other Party ("Responding Party") describing the dispute and proposing a manner of resolving such dispute. The Responding Party shall respond by accepting, rejecting, or modifying such proposed resolution, in writing, within thirty (30) days of its receipt of such complaint. If the Parties remain unable to resolve the dispute through such methods, the dispute will escalate to "Executive Dispute Resolution." Executive Dispute Resolution requires each Party to meet in person for a reasonable amount of time at Responding Party's location within thirty (30) days from Responding Party's reply. This meeting shall be attended by at least one senior member of each company having authority to settle disputes arising from this Agreement.

11.14. **Notices.** Any notice required under this Agreement shall be in writing and sent either by hand delivery, overnight delivery by a nationally recognized courier service, or certified mail, return receipt requested, in each case address as follows:

If to Sponsor:
City of Murfreesboro
111 West Vine Street

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Murfreesboro, TN 37133
Attention: Legal / Contracting

If to Administrator:
MedOne, L.C.
1590 University Ave.
Dubuque, Iowa 52001
Attention: CEO / Legal

Any notice shall be deemed to have been given as of the date of hand delivery, as of the date it is placed in the hands of a nationally recognized courier service, or three (3) days from the date of mailing, as the case may be.

11.15. **Counterparts; Facsimiles.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either Party to the other, and the receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received.

11.16. **Survival.** The terms of Sections 4, 5, 7, and 9 will survive the termination of this Agreement. Provisions that, by their nature, would reasonably be expected to survive termination of this Agreement, shall so survive.

11.17. **No Restrictions.** Neither Party has any conflict of interest that would impair its ability to perform its obligations under this Agreement. Neither Party is subject to any restrictions, whether under Law, contract, or otherwise, that would prevent it from entering into this Agreement or performing its obligations hereunder. Neither the execution nor delivery of this Agreement, nor the transactions contemplated hereunder, will constitute a violation of any term or provision of either Party's governance documents.

11.18. **Organization and Authority.** Each Party is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its organization. Each Party has the power to carry on its respective business. The execution and delivery of this Agreement and the transactions contemplated hereunder have been authorized by all necessary actions required by each Party. Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind such Party to all terms and conditions stated herein.

{Signature Page to Follow}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

Sponsor: City of Murfreesboro	Administrator: MedOne, L.C.
By:	By: Signed by: Wes Hartig F7BD980D1D984DD...
Name: Shane McFarland	Name: Wes Hartig
Title: City Mayor	Title: Chief Executive Officer
Date:	Date: 11/24/2025

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

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EXHIBIT A
PBM SERVICES

Administrator will provide the PBM Services set forth in this Exhibit A.

1. RETAIL PHARMACY NETWORK

A. **Network Management.** Administrator will establish and maintain a network of Retail Pharmacies that agree to provide Covered Products to Members under Law, applicable standards of care, and the terms and conditions set forth in the applicable pharmacy agreements. Administrator is responsible to contract with such pharmacies. Upon Sponsor's request, Administrator will attempt to contract with a specified non-network pharmacy. Any such pharmacy will be subject to Administrator's credentialing process and Administrator makes no assurances that such pharmacy will contract with Administrator. Members are solely responsible for determining whether a particular pharmacy is in the Administrator's network, based on the Sponsor's Benefit Design.

B. **Network Access.** Members will have access to the network of retail Participating Pharmacies established and maintained by Administrator to deliver Covered Products to Members. Administrator will maintain or develop a network in Sponsor's service area(s) that meets reasonable access standards. Administrator will notify Sponsor within thirty (30) days of any changes to the Retail Pharmacy network that will materially impact (i.e., pharmacy removal that affects 20% of Sponsor's Claims) the ability of Members to obtain Covered Products hereunder.

C. **Help Desk.** Administrator will provide toll-free access to Participating Pharmacies to obtain assistance with eligibility, Claims processing, drug utilization review, and similar issues.

D. **Auditing.** Administrator shall conduct audits of its participating Retail Pharmacies as reasonably necessary. Such audits may include:

1. **Statistical Auditing.** A periodic computerized analysis of those pharmacies handling a significant number of Claims, which compares their Claims activity to the Claims activity of similar pharmacies. This information shall be used for, among other things, audit selection.

2. **Auditing.** Desk audits on selected pharmacies to ensure compliance with the terms of the pharmacy agreement.

3. **Audit Recoveries.** Administrator will provide one hundred percent (100%) of all audit recoveries to Sponsor less a retention fee of twenty percent (20%).

E. **Pricing.** The pricing terms applicable to the Retail Pharmacy Network are set forth in Exhibit B.

2. MAIL ORDER PHARMACY NETWORK

A. **Services.** Administrator shall maintain, operate and/or provide a Mail Order Pharmacy that dispenses Covered Products to Members through the U.S. Mail or other carrier. Administrator may change the Mail Order Pharmacy upon sixty (60) days advance written to Sponsor.

B. **Procedures.** The Mail Order Pharmacy will receive prescriptions from Members via the U.S. mail or other carrier, facsimile, electronically, or through other means, in each case at an address, number, or other designation specified by Administrator, which is subject to change from time to time at Administrator's discretion. The Mail Order Pharmacy shall have no obligation to fill any prescription for Covered Products that is not accompanied by an appropriately completed order form and the payment of any applicable Cost Sharing Amount.

C. **Standards.** Subject to reasonable processing parameters, Mail Order Pharmacy will dispense Covered Products in accordance with the prescription to the address designated by the Member, if such addresses

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are in the United States. Mail Order Pharmacy will dispense Covered Products in accordance with Law and standards of care prevalent in the mail service pharmacy industry.

D. **Member Services.** Administrator will provide a toll-free telephone number for Members to use in order to speak with a pharmacist or other appropriate representative. Administrator will provide materials explaining how to access and use the Mail Order Pharmacy.

E. **Professional Judgment.** Nothing herein shall be construed to prohibit or otherwise limit the ability of any pharmacist to exercise his or her professional judgment, including the refusal to fill a prescription. Nothing herein shall be construed to require the Mail Order Pharmacy to stock all federal legend drugs.

F. **Pricing.** The pricing terms applicable to the Mail Order Pharmacy are set forth in Exhibit B.

G. **Formulary.** Mail Order prescriptions are dispensed within the same formulary guidelines as a retail pharmacy and is subject to the Plan Sponsors formulary guidelines.

3. SPECIALTY PHARMACY NETWORK

A. **Services.** Administrator shall maintain, operate and/or provide Specialty Pharmacies that dispense Specialty Drugs to Members through a commercial carrier. The applicable terms regarding Administrator's Mail Order Pharmacy Network shall also apply to the Specialty Pharmacy, except as otherwise provided in this Agreement.

B. **Pricing.** Notwithstanding anything to the contrary in this Agreement, the pricing terms applicable to Specialty Drugs dispensed through the Specialty Pharmacy are set forth in Exhibit B.

4. FORMULARY AND REBATE ADMINISTRATION

A. **Establishment of Formulary.** Administrator shall establish and provide a formulary (the "Administrator Standard Formulary") for Sponsor. The drugs included on the Administrator Standard Formulary have been evaluated by a Pharmacy and Therapeutics Committee and may change from time to time due to several factors, including but not limited to medical appropriateness, cost-effectiveness, and generic availability. Administrator shall work with Sponsor to affect the adoption, distribution, and implementation of such formulary.

B. **Formulary Programs.** Administrator may implement its standard formulary management programs, which may include: communications with Members, pharmacies, and/or physicians; clinical or other coverage rules/criteria; compliance and/or adherence programs; generic substitution and/or therapeutic interchange programs; financial incentives; and other measures to promote cost effectiveness of the Formulary.

C. **Rebates.** Administrator will arrange for the provision of Rebates from pharmaceutical manufacturers, including the contracting and administration of a Rebate program. Administrator earns Rebates based upon the utilization of certain Covered Products on the Formulary. The availability and amount of Rebates will depend upon the Plan's Benefit Design and other factors.

D. **Rebate Terms.** The amount and timing of Rebates payable to Sponsor are set forth on Exhibit B. As a condition of receiving payments hereunder, Sponsor will implement the Administrator Standard Formulary and Administrator formulary management programs, and provide documentation reasonably requested and/or required by Administrator regarding the implementation of such Formulary, programs, and any related clinical or other coverage rules or criteria.

5. CORE ADMINISTRATIVE SERVICES

Administrator will provide the following Core Administrative Services, which are included within the Core Administrative Fee set forth in Exhibit B:

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A. **Eligibility Services**

1. Administration of eligibility based upon Sponsor-provided information in a format acceptable to Administrator.

2. Updates to Sponsor's eligibility in accordance with this Agreement.

B. **Member Communication**

1. Standard Administrator Welcome Packages (mailed to Sponsor) and digital package upon request.

2. Other standard Administrator Member materials (e.g., Claim forms).

3. Notifications of negative formulary changes will be provided to Members at least forty-five (45) days before the change goes into effect.

C. **Claims Processing and Payment**

1. Adjudication of Claims from Participating Pharmacies through Administrator's designated on-line electronic Claims processing system.

2. Administration of Sponsor's Benefit Design in accordance with accepted industry standards.

3. Payments to Participating Pharmacy under applicable contracts.

D. **Customer Service**

1. Toll-free telephone number for Sponsor, Members, and physicians.

2. Availability of toll-free number 24 hours a day, 7 days a week.

3. Responses regarding eligibility, Claims, prior authorization status, drug coverage, enrollment status, and other matters related to PBM Services.

4. Process overrides for lost, stolen medications, vacation supply, and Sponsor approved overrides.

E. **Drug Utilization Review ("DUR") Services**

1. Prospective DUR -- provision of educational materials to certain Participating Pharmacies, Members, and/or Participating Prescribers.

2. Concurrent DUR -- automated for point-of-sale transactions; edits include clinical and other edits that Administrator may develop and/or change from time to time.

3. Retrospective DUR – evaluation of Member Claims history and communications to Member, Participating Pharmacies and/or Participating Prescribers to promote health and/or decrease costs.

F. **Reporting**

1. Standard plan reporting package, including utilization and eligibility reports.

2. Standard billing reports package.

3. Claims detail extract.

G. **Member Web Portal**

1. Drug lookup.

2. Pharmacy lookup.

3. Mail Order and Claim information.

H. **Claims Runout (post-termination)**

1. Upon Sponsor request, Administrator will pay Claims for six (6) months after termination.

2. Administrator invoicing and compensation per the Agreement prior to termination.

I. **Implementation Support**

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1. Coordinate activity between Administrator, Sponsor, and Sponsor's third-party vendors in support of a successful onboarding experience.

2. Lead implementation meetings and drive tasks to completion.

3. Review necessary implementation documentation with Sponsor and discuss relevant programs available through MedOne.

6. ANCILLARY ADMINISTRATIVE SERVICES

Sponsor will pay the applicable Ancillary Administrative Fees for the Ancillary Administrative Services provided by Administrator upon request or use by Sponsor as set forth in Exhibit B.

7. UTILIZATION REVIEW

A. Sponsor delegates to Administrator the authority to perform administrative and/or clinical initial coverage determinations and appeals (whether first level, second level, or urgent) filed by or on behalf of Members. In the event Administrator issues a denial in connection with the final level of internal (plan) appeal, Administrator will, on Sponsor's behalf, provide the Member access to a panel of Independent Review Organizations (IROs) for the purpose of obtaining an external review if desired. Administrator may offer the services of different IROs, or otherwise change the composition of the panel, during the term of the Agreement. Administrator offers access to such IROs as a convenience to Sponsor, and Sponsor always retains the responsibility and authority to determine the IROs that will perform external reviews for its Plan.

B. Administrator will perform all services under this section in accordance with Law, including, as applicable, the U.S. Department of Labor Claims Procedure Regulations, 29 C.F.R. §2560.503-1.

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EXHIBIT B
PRICING TERMS

1. RETAIL PHARMACY

Sponsor will pay Administrator for each Covered Products dispensed to a Member through a Retail Pharmacy an amount equal to (a) the lowest of (i) AWP minus a discount plus a Dispensing Fee, (ii) the Retail Pharmacy's submitted cost, plus a Dispensing Fee, (iii) MAC plus a Dispensing Fee, or (iv) U&C, less (b) the Cost Sharing Amount. These terms also apply to Member-submitted Claims. Sponsor will pay for Compound Prescriptions on a separate ingredient cost and Dispensing Fee basis. Administrator's contracted rates and fees with pharmacies may vary between each other and are subject to change based on various factors, including market conditions.

No Minimum Charge. There will be no minimum charge to Members. Members will be charged the lowest of discounted AWP, submitted cost, MAC, U&C, or the Cost Sharing Amount. If a Member pays the entire cost of a Covered Product(s), there will be no charge or credit to Sponsor other than the Administrative Fee(s) outlined in this exhibit.

Administrator will provide the following financial guarantees for the Precision Retail Pharmacy network:

1-83 Day Supply Component – Precision Network (Excl. Walgreens)

	2026	2027	2028
Minimum Brand Effective Rate (AWP Discount) Guarantee:	19.50%	19.60%	19.70%
Minimum Generic Effective Rate (AWP Discount) Guarantee:	86.00%	86.25%	86.50%
Maximum Brand Claim Dispensing Fee Guarantee:	$2.25	$2.25	$2.25
Maximum Generic Claim Dispensing Fee Guarantee:	$2.25	$2.25	$2.25

84+ Day Supply Component – Precision Network (Excl. Walgreens)

	2026	2027	2028
Minimum Brand Effective Rate (AWP Discount) Guarantee:	22.00%	22.10%	22.20%
Minimum Generic Effective Rate (AWP Discount) Guarantee:	92.50%	92.75%	93.00%
Maximum Brand Claim Dispensing Fee Guarantee:	$3.50	$3.50	$3.50
Maximum Generic Claim Dispensing Fee Guarantee:	$3.50	$3.50	$3.50

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2. Mail Order Pharmacy

Sponsor will pay Administrator for Covered Products dispensed to Members through a Mail Order Pharmacy an amount equal to (a) the lower of (i) Applicable AWP Discount, or (ii) MAC, less (b) the Cost Sharing Amount. The minimum days' supply per prescription is 84 days. A Claim for less than 84 days' supply may be processed at rates applicable to the Retail Pharmacy. If the Mail Order Pharmacy is an affiliate of Administrator, Mail Order Pharmacy/Administrator may retain discounts (not including Rebates) from manufacturers or wholesalers as a purchaser of pharmaceuticals and the price by paid Sponsor will not equal the price paid by Mail Order Pharmacy/Administrator for Covered Products.

No Minimum Charge. There will be no minimum charge to Members. Members will be charged the lowest of discounted AWP or the Cost Sharing Amount. If a Member pays the entire cost of a Covered Products, there will be no charge or credit to Sponsor other than the Administrative Fee(s) outlined in this exhibit.

Administrator will provide the following financial guarantees for the Mail Order Pharmacy:

Mail Component	2026	2027	2028
Minimum Brand Effective Rate (AWP Discount) Guarantee:	24.50%	24.60%	24.70%
Minimum Generic Effective Rate (AWP Discount) Guarantee:	89.00%	89.25%	89.50%
Maximum Brand Claim Dispensing Fee Guarantee:	$0.00	$0.00	$0.00
Maximum Generic Claim Dispensing Fee Guarantee:	$0.00	$0.00	$0.00

3. Specialty Pharmacy

Sponsor will pay Administrator for Specialty Drugs provided to Members through a Specialty Pharmacy in accordance with the following aggregate minimum pricing:

Specialty Component	2026	2027	2028
Minimum Brand Effective Rate (AWP Discount) Guarantee:	20.50%	20.50%	20.50%
Minimum Generic Effective Rate (AWP Discount) Guarantee:	84.50%	84.50%	84.50%
Maximum Brand Claim Dispensing Fee Guarantee:	$0.00	$0.00	$0.00
Maximum Generic Claim Dispensing Fee Guarantee:	$0.00	$0.00	$0.00

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4. REBATES

Administrator will pay to Sponsor the greater of: (a) one hundred percent (100%) of Rebates received by Administrator for eligible Brand prescription purchases: or (b) the Guaranteed Rebates. Administrator will pay (credit) Sponsor with such Rebates received by Administrator within one hundred and fifty days (150) days following the end of each Contract Quarter.

Administrator will provide the following Guaranteed Rebates per eligible Brand prescription based on Sponsor utilization of the Administrator Standard Formulary. Sponsor warrants that its Benefit Design does not restrict or prohibit it from adopting Administrator's Standard Formulary or otherwise restrict any other industry standard measures which might prohibit effective Formulary management. This rebate guarantee is conditioned upon Sponsor maintaining a 90% formulary compliance rate as defined by preferred Brands divided by total Brands for the applicable period. If Sponsor initiates formulary changes on its own volition, this set of rebate guarantees may be modified or released.

Rebate Guarantee – Performance Formulary	2026	2027	2028
Retail Pharmacy (1-83 Day Supply)	$361.49	$379.56	$398.54
Retail Pharmacy (84-90 Day Supply)	$766.38	$804.70	$844.93
Mail Order Pharmacy	$820.15	$861.16	$904.22
Specialty Drugs	$3,779.04	$3,967.99	$4,166.39

Administrator may contract with and/or utilize the services of a rebate administrator to contract with and collect rebates from pharmaceutical manufacturers.

5. GUARANTEES (RETAIL PHARMACY; MAIL ORDER; SPECIALTY; REBATES)

A. Guarantees will be measured and reconciled on a dollar-for-dollar basis within one-hundred and eighty (150) days of the completion of a Contract Year. Administrator will pay the difference of any shortfall between the actual price and the guaranteed price in discounts and dispensing fees, up to a maximum amount equal to the net Core Administrative Fees paid by Sponsor to Administrator during the applicable Contract Year. Excess performance in one guarantee may be used to offset a shortfall in the other guarantee, provided such offset occurs within the same distribution channel (i.e., Retail, Mail, or Specialty), and includes both brand and generic products within that channel. Rebate guarantees will be reconciled independently but may be offset across different channels.

B. The following terms apply to the Retail, Mail Order, and Specialty Pharmacy Guarantees above.

i) The Effective Rate Guarantees consider the price before the application of any Cost Sharing Amount, and do not include Dispensing Fees. The Dispensing Fee Guarantees are based upon the Dispensing Fees on Paid Claims before the application of any Cost Sharing Amount. For both the Effective Rate Guarantees and the Dispensing Fee Guarantees, U&C Claims and Claims for which the Member paid the entire cost of the Covered Products are included in the calculation. Under the Mail Order Pharmacy guarantees, Claims for less than an 84 days' supply are excluded from the calculations.

ii) The following Claims are excluded from the Effective Rate and Dispensing Fee Guarantees: Claims processed pursuant to a government sponsored program; Claims processed by any government pharmacy; Claims processed at an I/T/U pharmacy; Claims adjudicated through a

Sponsor-owned pharmacy; Claims for Limited Distribution Drugs; Claims for over-the-counter drugs, excluding insulins and diabetic supplies; Coordination of Benefit (COB) Claims; Long-Term Care Pharmacy Claims; Claims for compound drugs; Member-submitted Claims; Claims for drug products required due to public health emergency; Claims for medical supplies and devices; Claims for Vaccines; Sponsor Overrides; Claims filled at rural pharmacies for which minimum reimbursement amounts are set by law.

iii) Certain Limited Distribution Drugs may include higher dispensing fees and/or a per diem or per activity charge, such as for associated equipment or nursing services. Limited Distribution Drugs shall be excluded from Specialty Pharmacy guarantees. For these Limited Distribution Drugs, the drug price, Dispensing Fee, and any per diem or per activity charges will be charged to Sponsor on a pass-through basis. Administrator may arrange for the provision of Limited Distribution Drugs through another pharmacy as necessary or appropriate for continuing Member care.

C. The following terms apply to the Guaranteed Rebates set forth above.

i) After the end of each Contract Year, Administrator will calculate the amount of Guaranteed Rebates earned by Sponsor for such Contract Year. If the amount of Guaranteed Rebates earned on aggregate exceeds the Rebates paid to Sponsor attributable to such year, Administrator will pay to Sponsor the difference within one-hundred fifty (150) days following the end of the Contract Year, up to a maximum amount equal to the net Core Administrative Fees paid by Sponsor to Administrator during the applicable Contract Year.

ii) The following Claims are excluded from the Rebate Guarantees above: DAW 1 & 2 claims; Claims processed pursuant to a government sponsored program; Claims processed by any government pharmacy; Claims processed at an I/T/U pharmacy; Claims adjudicated through a Sponsor-owned pharmacy; Claims for Limited Distribution Drugs; Claims for over-the-counter drugs, excluding insulins and diabetic supplies; Claims for Biosimilars; Claims for cosmetic drugs; 100% member copay Claims; Coordination of Benefit (COB) Claims; Long-Term Care Pharmacy Claims; Claims for compound drugs; Member-submitted Claims; Claims for drug products required due to public health emergency; Claims for Generic Drugs; Claims for medical supplies and devices; Claims for Vaccines; Sponsor Overrides.

6. Implementation Credit & Administrative Fees

A. **Implementation Services.** Sponsor will pay to Administrator for the Implementation Services upon the first invoice after Effective Date as follows:

B. **Core Administrative Services.** Sponsor will pay to Administrator the following administrative fee for all the Core Administrative Services set forth in Exhibit A:

Per Member Per Month: $4.80

C. **Annual Consulting Fee.** Administrator will pay to Lockton Companies the following annual fee immediately following the effective date:

Flat Fee: $50,000

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D. **Ancillary Administrative Services.** Sponsor will pay to Administrator for the Ancillary Administrative Services requested or used by Sponsor as follows:

SERVICE / DESCRIPTION	PRICE
Eligibility Services	
Manual Eligibility	$3.00 per Eligibility Record Update
Electronic Benefit Verification	$0.25 per Verification
Retroactive Termination Letters	Quoted Upon Request
Member Communications	
Standard Member Letters	$1.00 plus postage cost
Identification Cards	• Initial Cards – Cost included in Core Administrative Fee. Sponsor is only responsible for postage cost. • Subsequent Cards: $1.50 per each additional card, plus cost of postage.
Customized Materials and Mailings	Quoted Upon Request
Claims Processing and Payment	
Direct Member Reimbursement (Manual Claims)	$2.50 per Claim + Postage
Retiree Drug Subsidy (RDS) Management	
RDS Management	$1.25 per Participating Member per Month
Optional Care Paths*	
Specialty Care Path Programs	
RxAlly Specialty Drug Program	20% Shared Savings with maximum fee of $25,000 PCPY (per case per year)
Core Care Path Programs	
Step Therapy Program	Included in Core Administrative Fee
Quantity Limits Program	Included in Core Administrative Fee
Low Value Exclusion Program	Included in Core Administrative Fee
Administrative Review	$10.00 per Review
Prior Authorization	$75.00 per Review
Medi-Split	$0.25 PMPM ^
Enhanced Care Path Programs	
Total Care Path	$1.00 PMPM ^
Diabetes Care Path	$0.50 PMPM ^
Opioid Care Path	$0.50 PMPM ^
Behavioral Care Path	$1.00 PMPM ^
Weight Management Care Path	$75.00 Per Engaged Member, Per Month
Internal Appeals	$100.00 per Appeal Review
External Appeals	Pass-Through of Fees from Independent Review Organization (IRO) Service Providers
Reporting and Programming	
Custom Ad Hoc Reporting and Programming	$150 per Hour #
Regulatory and Compliance Reporting	
Section 111 Reporting pursuant to the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)	Included in Core Administrative Fee
CAA Rx Reporting – Aggregated	Included in Core Administrative Fee
CAA Rx Reporting – Disaggregated	$500.00 Per Request

SERVICE / DESCRIPTION	PRICE
Mental Health Parity - NQTL Analysis	• Standard analysis provided at no charge. • Requests for non-standard analysis: $150 per Hour #
Creditable Coverage Simplified Method	Quoted Upon Request
Ad Hoc Regulatory Reporting	$150 per Hour #
Audit/Fraud, Waste and Abuse	
Custom FWA Program	Quoted Upon Request
Sponsor-Requested Audits of Pharmacy	On-Site Audit: $1,500 per Audit Desk Audit: $500 per Audit

^$1,000.00 annual minimum

**Client may opt-out of these optional programs as part of the Benefit Specification Form completion and sign-off.*

 # One-time fee can be quoted upon request and approved prior to completion and billing.

7. GENERAL

A. The pricing terms in this Agreement are based upon the Benefit Design (including but not limited to the Formulary), and other information provided by Sponsor to Administrator during the proposal process. If Sponsor makes any changes to the Benefit Design, makes other changes to its Plan(s), or other changes occur, that constitute a material departure (greater than 5% deviation) from Administrator's underwriting assumptions based on information provided by Sponsor, the Parties agree to modify the terms of Exhibit B as of the effective date of such event/change to return Administrator to its relative economic position prior to such event/change. Administrator will notify client of any negative impact to the financial guarantees within thirty (30) days of the Sponsor's request for benefit changes. Additionally, Sponsor acknowledges that any eligibility or utilization information provided to Administrator was material to Administrator's extension of any rates and fees under this Agreement. Without limiting any other provision of this Agreement, in the event Sponsor experiences a decrease of Plan membership of five percent (5%) or more, the Parties agree to re-negotiate in good faith the financial terms of this Agreement.

B. In the event that a change in Law (or any interpretation thereof) occurring after this Agreement has been signed materially impacts Administrator's costs of providing any of the PBM Services hereunder, or if an action by a pharmaceutical manufacturer or any unscheduled patent expiration/availability of over-the-counter products constitutes a material departure from Administrator's underwriting assumptions, the Parties shall work together in good faith to make an equitable modification to the pricing terms of Exhibit B as of the effective date of such event/change. Sponsor shall be responsible for the then-current cost of postage on all claims dispensed by Administrator's in-house Mail Order Pharmacy.

C. **Right to Market Check.** On an annual basis, Administrator shall allow Sponsor or Sponsor's designated third-party to conduct a Market Check of the Pricing Terms in Exhibit B to preserve competitiveness of financial terms for Sponsor. The Market Check will compare the aggregate value of the discounts, dispensing fees, administrative fees, clinical program fees, and minimum Rebate guarantees with the aggregate value of the same pricing terms available in the marketplace for plans comparable in size, network strategy, formulary strategy, and plan design. The results will be shared with Administrator in a Market Check Report. If the Market Check Report indicates current market conditions can yield 3% or more savings in net plan costs, the Parties agree to conduct good faith negotiations to reach agreement on revised Pricing Terms (including fees and other provisions that might affect financial offerings). Upon receipt of the Market Check Report, Administrator will provide its written response to the Market Check Report, which shall include revised pricing terms unless Administrator reasonably disputes that any changes to pricing terms are warranted. If the Parties are unable to reach agreement regarding pricing terms within sixty (60) days of Administrator's receipt of the Market Check Report, Sponsor may terminate this Agreement without liability and without the imposition of early termination charges effective at the end of the then-current Contract Year. If the Parties are able to reach agreement regarding revised pricing terms, Administrator shall prepare an

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amendment to this Agreement reflecting any such changes, which shall take effect on the first day of the next Contract Year.

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EXHIBIT C
NET COST REDUCTION GUARANTEE

1. Overview

Administrator is offering Sponsor a $30.00 PMPM savings guarantee to be calculated in the following manner:

A. Within one-hundred and fifty (180) days after the Effective Date, Sponsor must provide Administrator with the following data files (collectively referred to as "Data Requirements") for the full-year preceding the Effective Date ("Benchmark Period"):

i. Complete mutually agreed upon Claims file;
ii. Member census file to establish Member months;
iii. Rebates attributable to Claims during the Benchmark Period; and
iv. Administrative fees paid to Administrator's predecessor during the Benchmark Period.

Sponsor shall provide all available data excluding rebate reconciliation within one-hundred and fifty (150) days of the Effective Date to allow Administrator to begin preliminary benchmarking and modeling. This data will cover, at a minimum, one full quarter (three months) of the baseline period. Final rebate data, including the rebate reconciliation report from Administrator predecessor, may be submitted within the full 180-day window.

B. Within thirty (30) days following the receipt of Data Requirements, Administrator will calculate and send to Sponsor the following for the Benchmark Period ("PMPM Benchmark"):

[(Gross Sponsor Plan Spend + Administrative fees paid to Administrator's predecessor) – (Rebates paid to Sponsor)] divided by [Average total Members divided by 12 months]

C. Within one-hundred and eighty (180) days after the end of the initial Contract Year, Administrator will calculate and send to Sponsor the calculation of the PMPM Actual in such Contract Year. The PMPM Actual shall be the following:

[(Gross Sponsor Plan Spend + Core Administrative Fees paid to Administrator) – (Rebates paid to Sponsor)] divided by [Average total Members divided by 12 months].

D. If the PMPM Actual does not demonstrate equal to or greater than $30.00 PMPM in savings from the PMPM Benchmark, Administrator shall credit Sponsor the difference on the next invoice cycle, up to a maximum amount equal to the net Core Administrative Fees paid by Sponsor to Administrator during the applicable Contract Year.

2. Conditions

The following conditions govern the PMPM savings guarantee:

A. Within thirty (30) days of Sponsor's receipt of PMPM savings guarantee calculations, both Parties shall negotiate in good faith to come to an agreement as regards such calculations. Failure to do so may lead to invalidation of the PMPM savings guarantee.

B. Both Parties shall agree on a mutually acceptable format for the Data Requirements. Sponsor represents and warrants that all elements of the Data Requirements shall be complete and accurate. Breach of this representation and warranty may invalidate the PMPM savings guarantee. If the Data Requirements are not provided within the required timeline, the PMPM savings guarantee may be voided as solely determined by the Administrator.

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C. Claims may be normalized and equitably adjusted for inflation and any material changes including any changes to the plan design or clinical programs. Additionally, claims may be normalized for cost sharing for preventative drugs beyond the minimum ACA-required list.

D. Administrator may exclude the following Claims from its PMPM savings guarantee calculation: Claims processed pursuant to a government sponsored program; Claims processed by any government pharmacy; Claims processed at an I/T/U pharmacy; Claims adjudicated through a Sponsor-owned pharmacy; Claims for over-the-counter drugs, excluding insulins and diabetic supplies; Claims for Biosimilars Claims for cosmetic drugs; Coordination of Benefit (COB) Claims; Long-Term Care Pharmacy Claims; Member-submitted Claims; Claims for drug products required due to public health emergency; Claims for medical supplies and devices; Claims for Vaccines; Sponsor Overrides.

E. As a condition precedent to the guarantees set forth in Exhibits B and C above, Sponsor agrees to implement and continue its participation in the following programs: Low Value Exclusion Program; Quantity Limits Program; Step Therapy Program; Prior Authorization; Advanced Medical Necessity Review; Best Price Specialty Pharmacy Network; Indication Based Exclusions, Advanced GLP-1 Management; and Manufacturer Copay Assistance Program.

F. Sponsor acknowledges that Administrator's underwriting for this Agreement was based on Sponsor's implementation of, and continued participation in, such programs. In the event that Sponsor fails to implement any such program upon the commencement of this Agreement, or discontinues its participation in any such program after the Effective Date, the guarantees set forth in Exhibits B and C of this Agreement shall be voidable by Administrator in its sole and reasonable discretion. If Administrator elects to void the guarantees on this basis, the Parties shall renegotiate the guarantees in good faith, based upon the programs that Sponsor implemented and maintained and any other relevant information available at that time.

G. Administrator reserves the right to modify any financial provisions in the event of the following: (a) A change in the scope of services to be performed by Administrator or the assumptions upon which the financial provisions included in this document are based; or (b) Any government imposed or industry wide change including any prohibition or restriction on Administrator's ability to receive pricing or Rebates for Claims that vary materially from the time this Agreement was executed.

H. Should Administrator exceed the PMPM savings guarantee, the other financial guarantees outlined in Exhibit B of this Agreement shall not be required to be enforced in the event they are not met.

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EXHIBIT D
PERFORMANCE GUARANTEE EXHIBIT

All performance standards will be measured and reported annually on a client-specific basis unless otherwise noted below. Subject to the plan sponsor's adherence to payment obligations, guarantees will be reported within 90 days after the end of each contract year, and any applicable penalties will be paid within 30 days after the plan sponsor's receipt of the annual performance guarantee report.

Amount at-risk for implementation guarantee: $5,000

Annual amount at-risk for ongoing guarantees: $25,000

Administrator agrees to allow Sponsor to allocate dollars to specific performance guarantees but will put no more than 20% of the total amount at risk on any single item. Administrator agrees that fees at risk for all ongoing performance guarantees may be reallocated by Sponsor one time each calendar year. The total amount at risk for missed performance standards shall not exceed 25% of the administrative fees.

	Performance Guarantee Description	Guarantee Measurement	Percentage At Risk	Reporting Frequency	Measurement Level
Account Management:					
1)	Account Team Satisfaction	Account Team Satisfaction will be scored using Bidder's standard scale. Average score of at least 80% is needed. For every 10% points under 80%, 50% of this PG's amount at risk will be assessed. This penalty is due 60 days following receipt of the agreed upon survey.	20% - unless otherwise set by Client	Quarterly	**Client Level**
2)	Delivery of Management Reports	Within 15 business days following end of reporting period	5% - unless otherwise set by Client	Quarterly	**Client Level**
Member Service:					
3)	Average speed of answer	99% of calls answered in 25 seconds or less	5% - unless otherwise set by Client	Quarterly	**BOB Level**
4)	Abandonment Rate	4% or less	5% - unless otherwise set by Client	Quarterly	**BOB Level**
5)	First Call Resolution	85% of all calls resolved on first contact	5% - unless otherwise set by Client	Quarterly	**Client Level**
Mail Service:					
6)	Mail Service dispensing accuracy rate	99.9%	5% - unless otherwise set by Client	Quarterly	**BOB Level**
7)	Mail Service turnaround time for prescriptions	98% of all clean mail service claims will have a turnaround of 2 business days upon receipt of	5% - unless otherwise set by Client	Quarterly	**BOB Level**

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	Performance Guarantee Description	Guarantee Measurement	Percentage At Risk	Reporting Frequency	Measurement Level
		prescription that does not require intervention.	(combined with below)		
Specialty Pharmacy Service:					
8)	Specialty Pharmacy Service dispensing accuracy rate	99.8%	5% - unless otherwise set by Client	Quarterly	**BOB Level**
9)	Specialty Pharmacy Service turnaround time for prescriptions	Received by Member no less than the business day prior to Member's "Needs-By" date as it pertains to "clean" claims. MedOne will not be penalized for medications delayed due to errors from the shipping carriers or for market shortages if a drug is unavailable.	5% - unless otherwise set by Client	Quarterly	**BOB Level**
Operations and Claims Administration:					
10)	Eligibility	Must be processed within 48 hours of receipt of file with 99% accuracy	5% - unless otherwise set by Client	Quarterly	**Client Level**
11)	Formulary Notification	Bidder agrees to provide at least 45 days notice to the client prior to any formulary or drug list changes. Bidder agrees to provide membership impact associated with the formulary or drug list changes in advance, and notify members who will be disrupted in a manner agreed upon with the client.	5% - unless otherwise set by Client	Annually	**Client Level**

	Performance Guarantee Description	Guarantee Measurement	Percentage at Risk
1)	ID Card Production	Per agreed upon implementation timeline	5% - unless otherwise set by Client
2)	Delivery and timeliness of initial welcome packets to members	Per agreed upon implementation timeline	20% - unless otherwise set by Client

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	Performance Guarantee Description	Guarantee Measurement	Percentage at Risk
3)	Eligibility loading and testing	Per agreed upon implementation timeline	20% - unless otherwise set by Client
4)	Overall Client Satisfaction	Overall Client Satisfaction will be scored using Bidder's standard scale. Average score of at least 80% is needed. For every 10% points under 80%, 50% of this PG's amount at risk will be assessed. This penalty is due 60 days following receipt of the agreed upon survey.	20% - unless otherwise set by Client

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BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** (hereinafter "BAA") is entered into by and between City of Murfreesboro ("Covered Entity"), with a principal place of business at 111 West Vine Street, Murfreesboro, TN 37133 and MedOne, LC ("Business Associate"), with its principal place of business at 1590 University Ave, Dubuque, Iowa 52001 (each a "Party" and collectively the "Parties"). This BAA shall be effective on the later of January 1st, 2026 or the date on which it has been signed by each Party.

WHEREAS, Covered Entity and Business Associate have entered into one or more agreements (collectively, the "Agreement") in which Business Associate agrees to provide certain services to Covered Entity, which services may involve Business Associate's receipt, use, disclosure, transmission, maintenance, or creation of Protected Health Information on behalf of Covered Entity.

WHEREAS, the parties desire to enter into this Business Associate Agreement (the "BAA") to reflect their understandings and obligations with regard to Protected Health Information and their compliance with the HIPAA Rules.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by and between the parties, the receipt and adequacy of which is acknowledged, the parties agree as follows:

I. DEFINITIONS

i) **Catch-All Definition.**

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules, including the following terms: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

ii) **Specific Definitions.**

"**Electronic Protected Health Information**" means protected health information that is transmitted by or maintained in electronic media.

"**HIPAA Rules**" means the Privacy, Security, Breach Notification, and Enforcement Rules set forth at 45 CFR Parts 160 and 164.

"**Individual**" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"**Privacy Rule**" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A, D and E.

"**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, transmitted, or maintained by Business Associate on behalf of Covered Entity.

"**Security Rule**" means the Security Standards set forth in 45 CFR Part 160 and Part 164, Subparts A and C.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

i) **Regulatory Compliance.** Business Associate agrees that it shall comply with the provisions of the HIPAA Rules to the extent such regulations apply directly to Business Associate.

Docusign Envelope ID: 84DAE218-742E-48CF-80E4-DE21C60BF444

ii) **General.** Business Associate agrees not to Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

iii) **Safeguards.** Business Associate agrees to implement and use appropriate administrative, physical and technical safeguards to prevent Use or Disclosure of Protected Health Information other than as permitted by this BAA, to and comply with the applicable provisions of 45 CFR Part 164, Subpart C with respect to Electronic Protected Health Information.

iv) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA including any Breach.

v) **Reporting Disclosures and Breaches.**

Business Associate agrees to report to Covered Entity:

(a) any improper Use or Disclosure of the Protected Health Information, even if such improper Use or Disclosure is not a Breach;

(b) any Security Incident of which it becomes aware; and

(c) any Breach

as soon as reasonably possible following Business Associate's discovery of the underlying event, but in no event later than the period required by Law.

Business Associate may make the initial report orally, but shall provide a full written report to Covered Entity within five days of providing oral notice. Each report (oral or written) shall include, to the extent available at the time of the report, a description of the breach, the Protected Health Information disclosed (including names and contact information), and a description of any remedial action(s) taken by Business Associate.

vi) **Agents and Subcontractors.** Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits Covered Entity's Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, including, without limitation, restrictions, conditions, and requirements regarding implementation of reasonable and appropriate safeguards to protect Electronic Protected Health Information, and to notify Business Associate of Breaches and other improper Uses or Disclosures of Protected Health Information. In no event shall Business Associate, without Covered Entity's prior written approval, provide Protected Health Information received from, or created, received, maintained, or transmitted by, Business Associate on behalf of Covered Entity to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes, or otherwise has access to the Protected Health Information outside of the United States.

vii) **Access to Protected Health Information.** In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, within 10 days of Covered Entity's request, to Protected Health Information in a Designated Record Set to Covered Entity in order to meet the requirements under 45 CFR § 164.524. In the event that an Individual makes a request for access directly to Business Associate, Business Associate shall notify Covered Entity of such request within three days.

viii) **Amendment of Protected Health Information.** In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an

Docusign Envelope ID: 84DAE218-742E-48CF-80E4-DE21C60BF444

Individual, within 20 days of Covered Entity's request for such amendment. In the event a request for amendment is made directly to Business Associate by an Individual, Business Associate will notify Covered Entity of such request within three days.

ix) **Access and Inspection**. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or to the Secretary, for purposes of the Secretary determining compliance with the HIPAA Rules.

x) **Accounting of Disclosures.** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR § 164.528. Business Associate agrees to provide to Covered Entity, within 20 days of Covered Entity's request, the information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

xi) **Performance of Covered Entity Obligations.** To the extent Business Associate is carrying out Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

i) **General Use and Disclosure.** Except as otherwise limited in this BAA, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such Use or Disclosure would not violate the Privacy Rule if done by Covered Entity.

ii) **Minimum Necessary.** Business Associate shall Use and Disclose Protected Health Information, as well as requests for Protected Health Information, in accordance with Covered Entity's minimum necessary policies and procedures.

iii) **Use for Business Purposes.** Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

iv) **Disclosure for Business Purposes.** Except as otherwise limited in this BAA, Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate, provided that such Disclosures are (a) Required By Law; or (b) Business Associate obtains reasonable assurances, prior to disclosure, from the person to whom the information will be disclosed that it will remain confidential and be Used or further Disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

v) **Data Aggregation.** Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information to provide Data Aggregation services related to the health care operations of Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B) if so requested by Covered Entity.

vi) **De-Identification**. Business Associate may de-identify any and all Protected Health Information, provided that such de-identification is performed in accordance with 45 CFR § 164.514(b), and

Docusign Envelope ID: 84DAE218-742E-48CF-80E4-DE21C60BF444

provided that Business Associate does not maintain or disclose any code or other means of record identification that would allow de-identified information to be re-identified.

IV. OBLIGATIONS OF COVERED ENTITY

i) **Notification to Business Associate.** Covered Entity shall notify Business Associate of: (i) any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information; (ii) any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information; and (iii) any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

ii) **Requests.** Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

V. TERM AND TERMINATION

i) **Term.** This BAA shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

ii) **Termination for Cause.** Upon Covered Entity's knowledge of a violation of a material term of this BAA by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate the Agreement if Business Associate has violated a material term of this BAA and cure is not possible; or

(c) If neither termination nor cure are feasible, report the violation to the Secretary.

iii) **Effect of Termination.**

(a) Except as provided in paragraph (b) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible because Business Associate must maintain the Protected Health Information for its own proper management or administration, or to carry out its legal responsibilities, all as set forth in Sections 3.2 and 3.3, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such case, Business Associate shall: (i) retain only the Protected Health Information that is necessary to continue its proper management and administration or to carry out its legal responsibilities; (ii) destroy or return to Covered Entity the remaining Protected Health Information that is still maintained in any form; (iii) continue to use appropriate safeguards to comply with the HIPAA

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Rules for as long as Business Associate maintains the Protected Health Information; (iv) not Use or Disclose the Protected Health Information that is retained other than for the purposes for which such Protected Health Information was retained, and subject to the same conditions set out in Sections 3.2 and 3.3; and (v) destroy or return to Covered Entity the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VI. INDEMNIFICATION; INJUNCTIVE RELIEF

i) **Indemnification.** To the extent permitted under Tennessee state law, each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, agents, shareholders and employees from and against any and all Claims, demands, losses, expenses, costs (including reasonable attorneys' fees), damages and causes of action arising from or relating to a breach of this BAA. In the event of a Breach by Business Associate, its agents, employees, or subcontractors, Business Associate will reimburse and indemnify Covered Entity's expenses and costs, including attorney's fees, that are reasonably incurred due to the Breach, including costs associated with the notification of Individuals and the media, as well as credit monitoring and other mitigating actions if determined necessary by Covered Entity.

ii) **Injunctive Relief.** The parties acknowledge that the remedy at law for any breach of the terms of this BAA are inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate or any of its subcontractors of the terms of this BAA, Covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

VII. MISCELLANEOUS

i) **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

ii) **Amendment.** The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

iii) **Survival.** Sections 5.3, 6.1 and 6.2 of this BAA shall survive the termination of the Agreement.

iv) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Parties to comply with the HIPAA Rules.

{Signature Page to Follow}

Docusign Envelope ID: 84DAE218-742E-48CF-80E4-DE21C60BF444

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

Sponsor / Covered Entity: City of Murfreesboro

By:

Name: Shane McFarland

Title: City Mayor

Date:

Administrator / Business Associate: MedOne, L.C.

Signed by:
By: Wes Hartig
F7BD960D1D984DD...

Name: Wes Hartig

Title: Chief Executive Officer

Date: 11/25/2025

APPROVED AS TO FORM:

Signed by:
Adam F Tucker
43A2035E51E9401...

Adam F. Tucker, City Attorney

Docusign Envelope ID: 04E912CC-A859-4FAA-A5E8-E1D39433BE47



1 Cameron Hill Circle, Chattancoga TN 37402

Stop Loss Proposal for: **City of Murfreesboro**
Policy Period: **01/01/2026 – 12/31/2026**
Broker: **Companies, Lockton**
Administrator: **BlueCross BlueShield of Tennessee**
BCBST Networks Utilized: **Network P**

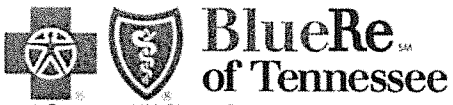
BCBST Representative: **Brian Turner**
Email: **Brian_Turner@bcbst.com**
Proposal Number: **69114**
Proposal Valid Through: **11/07/2025**

SPECIFIC STOP LOSS COVERAGE		Renewal Option 1	Renewal Option 2	Renewal Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Specific Deductible per Individual		$ 150,000	$ 200,000	$ 250,000
Aggregating Specific Deductible		$ 275,000	$ 275,000	$ 200,000
Contract Basis		Other	Other	Other
No New Laser Option		Included	Included	Included
Immediate Reimbursement		Included	Included	Included
Specific Rate(s) Per Month	Enrollment			
Single	678	$ 40.12	$ 35.55	$ 32.61
Family	833	$ 107.30	$ 92.76	$ 89.08
Estimated Monthly Premium		$ 116,582	$ 101,372	$ 96,313
Estimated Policy Period Premium		$ 1,398,987	$ 1,216,464	$ 1,155,759
Quoted Rate(s) include Commission of		0.00 %	0.00 %	0.00 %

OVERALL COST SUMMARY	Renewal Option 1	Renewal Option 2	Renewal Option 3
Total Fixed Cost	$ 1,398,987	$ 1,216,464	$ 1,155,759
Specific Variable	$ 275,000	$ 275,000	$ 200,000
Aggregate Deductible	$ 0	$ 0	$ 0
Maximum Policy Period Liability	$ 1,673,987	$ 1,491,464	$ 1,355,759

Rates and Factors subject to attached Qualifications and Contingencies and Plan Document Assumptions.

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1 Cameron Hill Circle, Chattanooga TN 37402

Stop Loss Proposal for: **City of Murfreesboro**
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Broker: **Companies, Lockton**
Administrator: **BlueCross BlueShield of Tennessee**
BCBST Networks Utilized: **Network P**

BCBST Representative: **Brian Turner**
Email: **Brian_Turner@bcbst.com**
Proposal Number: **69114**
Proposal Valid Through: **11/07/2025**

QUALIFICATIONS AND CONTINGENCIES AND PLAN DOCUMENT ASSUMPTIONS

We have reviewed your updated paid claims, prognosis and case management information through 10/03/2025. The attached proposal is a firm offer. You must acknowledge acceptance of the terms in this proposal by returning a signed copy no later than the end of the business day on 11/07/2025. Please indicate which option is chosen. Failure to remit the signed proposal by 11/07/2025 will require submitting updated claims information for our review.

NOTE: The actual Excess Loss contract type on this case is 162/12 (not "Other" as indicated on Page 1). Claims incurred July 1, 2013 through December 31, 2026 and Paid January 1, 2026 through December 31, 2026.

The actual Excess Loss contract type on the Murfreesboro Electric Department retirees on this case are incurred in 85 months and Paid in 12 months. Claims Incurred from 12/1/2019 through 12/31/2026 and Paid from 01/01/2026 through 12/31/2026.

There are some items that are important for you to remember as you review our proposal:

- Outstanding contingencies must be received no later than 7 days after 01/01/2026.
- The Specific Stop Loss includes a No New Laser Option at Renewal with a rate cap of 45% and assumes revisions in items impacting the rating, such as plan design, the specific deductible, contract basis, commissions and PPO network are outside the cap and priced on their own merits. The Specific Rate Cap only applies to the renewal occurring 12 months from the effective date of the coverage outlined herein. Future Specific Rate Caps are subject to our underwriting discretion.
- The Specific Stop Loss Rate Cap Option also applies to the Aggregating Specific deductible.
- Run-in options are subject to our review of pending claims, known confinements that have not yet generated a bill, pre-certs for more than three days and subrogated or denied claims that are being contested.

Assumptions:

1. Our proposal assumes that the number in each benefit plan option will remain the same or within 10% of current enrollment. We reserve the right to re-rate this proposal if the benefit plan enrollment changes more than 10%.
2. Our contract assumes that the policyholder's benefit plan document is in compliance with all applicable legislation. A valid copy of the benefit plan must be received within 45 days of the effective date. No policy will be issued or claim paid until the benefit plan document has been reviewed and approved by underwriting. Any deviation from the benefit plan upon which the sold proposal was based may result in a change to the terms of coverage.
3. Stop Loss coverage is for non-occupational injuries and illnesses.
4. This proposal expires at the end of the "Valid Through" date stated on Page 1 of the proposal. It is based on the data submitted to us in the prospect specifications. Any inaccuracy in the data will require revised calculations.
5. These rates are based on the "current" plan of benefits.
6. This proposal assumes the continuation of BCBS of Tennessee as the PPO and TPA.
7. Total group enrollment increases or decreases of more than 10% require re-rating.
8. This proposal assumes all retirees are participating in the covered benefit plan and were included in the census and claims provided.
9. This proposal assumes that standard BCBST language for transplants has been elected.



1 Cameron Hill Circle, Chattanooga TN 37402

Stop Loss Proposal for: **City of Murfreesboro**
Policy Period: **01/01/2026 – 12/31/2026**
Broker: **Companies, Lockton**
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BCBST Networks Utilized: **Network P**

BCBST Representative: **Brian Turner**
Email: **Brian_Turner@bcbst.com**
Proposal Number: **69114**
Proposal Valid Through: **11/07/2025**

10. Applicable state taxes are included in the premium charged. State assessments, if applicable, are not covered and will be billed separately to the policyholder.
11. We elect the Immediate Reimbursement option (if available). It is understood that all premiums and administrative fees related to our stop loss coverage, medical administration and ancillary services will be paid via ACH debit.

Policyholder Initials: _____.

This proposal expires if not signed and received by BlueRe before the valid through date

Docusign Envelope ID: 04E912CC-A859-4FAA-A5E8-E1D39433BE47

BlueRe℠ of Tennessee
1 Cameron Hill Circle, Chattanooga TN 37402

Stop Loss Proposal for: **City of Murfreesboro**
Policy Period: **01/01/2026 – 12/31/2026**
Broker: **Companies, Lockton**
Administrator: **BlueCross BlueShield of Tennessee**
BCBST Networks Utilized: **Network P**

BCBST Representative: **Brian Turner**
Email: **Brian_Turner@bcbst.com**
Proposal Number: **69114**
Proposal Valid Through: **11/07/2025**

OPTION SUMMARY

PROPOSAL ACCEPTANCE PROCEDURES

This proposal includes a rate page, all accompanying notes, contingencies, assumptions, and a signature page. Rates, Deductibles and Factors are based on the data provided to us. Inaccurate or incomplete data may require changes in the terms provided. We will not be bound by clerical or typographical errors contained in this proposal. This quote is subject to all policy provisions, limitations, and exclusions. By signing below I confirm that I am authorized to accept the terms of this insurance proposal.

Please check next to the selected proposal option:

	Option	Specific Deductible	Specific Contract	Client's Liability	Total Specific Premium
☒	1	$ 150,000	Other	$ 275,000	$ 1,398,987
☐	2	$ 200,000	Other	$ 275,000	$ 1,216,464
☐	3	$ 250,000	Other	$ 200,000	$ 1,155,759

By: _____ Date: _____

Authorized Representative

This proposal expires if not signed and received by BlueRe before the valid through date

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

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Thompson Ln Widening-Appraisal Contract Revisions

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider revisions to three existing contracts to appraise additional properties along Thompson Lane where easements have not been acquired.

Staff Recommendation

Approve revised contracts with Rhett Turner, Ted Boozer, and Gregory Peck & Associates.

Approve easement offers based on appraised amounts under the federal guidelines.

Approve initiation of eminent domain for any properties that do not accept the appraisal offer or are otherwise unable to voluntarily convey in a timely manner.

Background Information

At the June 26th Council meeting, easement offer amounts were approved based on the Rutherford County Tax Assessor's value of the land as the basis. Permanent easements were offered at 50% of the land value and temporary construction easements were offered at 20%, assuming a 2-year construction period. Staff also programmed a $1000 minimum as well as a 10% increase in offers for voluntary conveyances. In the intervening months since, Council has considered and approved counter offers received by staff that fell outside of the parameters approved on June 26, 2025.

At this time, TDOT has moved the bid opening date to June 2026, which does not give the City much time to acquire the remaining easements. With the redesign of the sewer, there were 82 tracts in need of easements for this project. The City has acquired the necessary easements for 32 of these parcels. On October 27th, Legal requested appraisals from Gregory Peck & Associates, Ted Boozer, and Rhett Turner for 33 parcels that staff had identified as not likely to close timely. That leaves 17 properties remaining that we have not acquired and are not yet with an appraiser.

The current appraisal costs and the proposed division of acquiring these new appraisals and adjusted costs are provided in the following table:

Current appraisal costs under contract:			Total:
Gregory Peck	10 commercial		$42,500
Ted Boozer	14 residential		$49,000
Rhett Turner	9 residential		$36,000

Revisions include:	Add. Appraisal	Add. Cost	Adjusted Total:
Gregory Peck	5 additional	$21,250	$63,750
Ted Boozer	5 additional	$17,500	$66,500
Rhett Turner	7 additional	$28,000	$64,000

Council Priorities Served

Responsible budgeting

Funding for this project has been set aside and shown in the Working Capital Reserves dashboard since November of 2020.

Fiscal Impact

The additional expense, or $66,750, will be funded from the Water Resources Department's working capital reserves. The total appraisal costs are $194,250.

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title:	MOU with the Town of Smyrna, Rutherford County and the City of LaVergne
Department:	Police
Presented by:	Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the MOU between the City, the Town of Smyrna, Rutheford County and the City of LaVergne to share in the cost of a study to explore the benefits of a consolidated emergency communications center.

Staff Recommendation

Approve the MOU between the City, the Town of Smyrna, Rutherford County and the City of LaVergne to share in the cost of a study to explore the benefits of a consolidated emergency communications center.

Background Information

Council approved a MOU on September 18, 2025, with Smyrna and Rutherford County to collaborate on a study to evaluate the feasibility of unifying emergency communication centers. The City of LaVergne has now expressed interest in joining this study which requires a revised agreement. The MOU would allow the Parties to share in the cost of a study with a maximum cost of $35,000 each. Purchasing guidelines will be followed once the MOU is executed by all parties.

Council Priorities Served

Maintain public safety

A unified dispatch center could streamline communication between first responders and enhance efficiencies when dispatching calls for service.

Fiscal Impacts

The maximum expense of $35,000 is funded by the department's FY26 operating budget.

Attachments:

MOU Between the Town of Smyrna, the City of Murfreesboro, Rutherford County and the City of LaVergne

Docusign Envelope ID: 45AC486D-155E-4EFF-AD1C-2696CBA32C55

Memorandum of Understanding
Between
The Town of Smyrna, the City of Murfreesboro, Rutherford County, and the City of LaVergne
Regarding the Cost Sharing of a Study on Unifying Public Safety Emergency Dispatch Services

1. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the Town of Smyrna, the City of Murfreesboro, Rutherford County, and the City of La Vergne (collectively referred to as "the Parties") for the purpose of jointly funding a study to explore the efficiency and benefits of unifying the public safety emergency dispatch services, including police, fire, and emergency medical services, within their jurisdictions. The objective of this study is to assess the potential financial and operational advantages of establishing a unified dispatch center.

2. Background

Currently, each Party operates its own public safety emergency dispatch services. Recognizing the potential for increased efficiency and enhanced service delivery, the Parties have agreed to collaborate on a study that will evaluate the feasibility and benefits of unifying these services.

3. Scope of the Study

The study will include, but is not limited to, the following:

- Analysis of current dispatch service operations within each Party's jurisdiction.
- Assessment of potential cost savings and operational efficiencies through unification.
- Evaluation of the impact on service delivery and response times.
- Recommendations for implementation, including potential challenges and solutions.

4. Cost Sharing

The Parties agree to share equally in the cost of the study, with each Party contributing one-fourth of the total cost. The City of Murfreesboro will enter into a professional service agreement with the organization performing the study. The Town of Smyrna, the

Docusign Envelope ID: 45AC486D-155E-4EFF-AD1C-2696CBA32C55

City of Murfreesboro, Rutherford County, and the City of LaVergne will share in the costs, up to a maximum of $35,000 each, subject to the approval of their respective governing bodies. The total estimated cost and specific financial commitments will be detailed in a subsequent agreement once a consulting firm is selected to conduct the study.

5. Selection of Consultant

The Parties will jointly select a qualified consulting firm to conduct the study. The selection process will be conducted in accordance with applicable procurement laws and regulations. The selected consultant will be responsible for providing a comprehensive report detailing the findings and recommendations of the study.

6. Governance

A steering committee will be established to oversee the study process. The committee will consist of representatives from each Party, appointed by their respective governing bodies. The committee will be responsible for coordinating the study, liaising with the consultant, and ensuring that the study objectives are met.

7. Duration

This MOU will be effective upon the date of the last signature and will remain in effect until the completion of the study and the submission of the final report, unless terminated earlier by mutual agreement of the Parties.

8. Termination

Any Party may withdraw from this MOU upon providing 30 days written notice to the other Parties. In the event of withdrawal, the withdrawing Party will remain responsible for its share of any incurred costs up to the date of withdrawal.

9. General Provisions

- Amendments: This MOU may only be amended by written agreement signed by all Parties.
- Entire Agreement: This MOU constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements.

10. Signatures

The Parties have executed this Memorandum of Understanding on the dates indicated below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Docusign Envelope ID: 45AC486D-155E-4EFF-AD1C-2696CBA32C55

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

CITY OF MURFREESBORO

_____
Mayor Shane McFarland

Approved as to Form and Legality:

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

TOWN OF SMYRNA

_____
Mayor Mary Esther Reed

Approved as to Form and Legality:

_____
Jeff Peach, Town Attorney

RUTHERFORD COUNTY

_____
Mayor Joe Carr

Approved as to Form and Legality:

_____
Nicholas Christiansen, County Attorney

CITY OF LA VERGNE

_____
Mayor Jason Cole

Approved as to Form and Legality:

_____
Evan Cope, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Purchase of Pierce Fire Trucks

Department: Fire

Presented by: Chief Mark McCluskey

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider purchase of three Pierce aerial trucks.

Staff Recommendation

Approve the purchase of three aerial trucks from Siddons Martin Emergency Group pending legal contract approval.

Background Information

The department requests to purchase three Pierce Custom Enforcer Aerial 107' ladder trucks from Siddons Martin Emergency Group through the Sourcewell contract with Oshkosh.

The first aerial truck will be completed in 17-18 months with the remaining two trucks anticipated for delivery within 35-36 months. All three trucks will be assigned to front-line response. One aerial truck will be assigned to new Station 12, while the other two will replace existing ladder trucks, which will subsequently be reassigned to reserve status. Acquiring these new apparatus will allow MFRD to maintain compliance with NFPA 1901 Standard for Automotive Fire Apparatus and meet ISO benchmark requirements.

Council Priorities Served

Maintain public safety

The new trucks will support MFRD's mission to provide high-quality response, fire protection, and emergency services to the citizens of Murfreesboro.

Fiscal Impact

Total cost of the trucks, $5,952,313, is funded out of General Fund, as approved in the FY26 CIP. This amount includes a $491,084 pre-payment discount.

Attachments

Contract with Siddons Martin Emergency Group

Docusign Envelope ID: 550674C7-9173-4AFB-BC6B-4256710AD6C9

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
SIDDONS MARTIN EMERGENCY GROUP, LLC
FOR PURCHASE OF PIERCE FIRE TRUCKS

This Contract is entered into and effective as of_____, ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **SIDDONS MARTIN EMERGENCY GROUP, LLC,** a limited liability company of the State of Texas and authorized dealer of Pierce Manufacturing products and equipment ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Sourcewell's Contract No. 113021-OKC with Oshkosh Corporation, effective date through February 10, 2026, hereinafter, "Sourcewell Contract"***
- ***Price Quote from Siddons Martin Emergency Group, LLC, an authorized dealer for Pierce Manufacturing, dated November 25, 2025, for three new Pierce- Custom Enforcer Aerial, HD Ladder 107' ASL Single Aerial Fire Trucks, including all standard features and additional equipment as specified on the quote and Options List dated October 27, 2025, "Contractor's Quote" (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, Sourcewell Contract No. 113021-OKC with Oshkosh Corporation***
- ***Fourth, Contractor's Quote***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase three (3) new Pierce- Custom Enforcer Aerial, HD Ladder 107' ASL Single Aerial Fire Trucks, including all standard features and additional equipment as specified on the quote, "Contractor's Quote" (Exhibit A) as specified on the Contractor's Quote and as set forth in the Sourcewell Contract.

2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the Sourcewell Contract 113021-OKC on February 10, 2026, or as amended by Sourcewell. 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.

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

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

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 Contractor's Quote for three (3) new Pierce- Custom Enforcer Aerial, HD Ladder 107' ASL Single Aerial Fire Trucks, including all standard features and additional equipment as specified on the quote, including freight and delivery. Vehicle pricing and pre-payment discounts are shown below.

- One (1) 1407- Pierce-Custom Enforcer Aerial, HD Ladder 107' ASL Single at a price of $2,147,799.00, less a Full Prepay Discount of $128,384.66, for a purchase price of **$2,019,414.34**
- Two (2) 1409-Pierce-Custom Enforcer Aerial, HD Ladder 107' ASL Single at a unit price of $2,147,799.00 for a total of $4,295,598.00, less a Full Prepay Discount of $362,699.36, for a purchase price of **$3,932,898.64.**

Total Purchase price for three (3) new Pierce- Custom Enforcer Aerial, HD Ladder 107' ASL Single Aerial Fire Trucks shall be $5,952,312.98.

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 prepay $5,357,081.68 after approval of the agreement, as well as $198,410.43 upon delivery of the first apparatus, $198,410.43 upon delivery of the second apparatus, and $198,410.43 upon delivery of the third apparatus. 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 Fire Rescue Department shall be made to Attn: Deputy Chief Jamie Bigelow – Murfreesboro Fire Rescue Department – 2140 N. Thompson Lane, Murfreesboro, TN 37129. Contact Person Jamie Bigelow (tel. 615-987-1400; email: jbigelow@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 business hours of the City, Monday through Friday. Deliveries of Line Item 1407 shall be made within 17-18 months of issuance of purchase order. Deliveries of Line Item 1409 shall be made within 35-36 months of issuance of purchase order.

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

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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 bid shall meet the warranty requirements set forth in the manufacturer's specifications and the Sourcewell Agreement.

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.

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.

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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	Siddons Martin Emergency Group
Attn: City Manager	Attn: Bradley Johnson
Post Office Box 1139	3502 Dickerson Pike
111 West Vine Street	Nashville, TN 37207
Murfreesboro, TN 37133-1139	bjohnson@siddons-martin.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.

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.

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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 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.

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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 Bid, 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 Bid, 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

SIDDONS MARTIN EMERGENCY GROUP, LLC

Signed by:
By: Bradley Johnson _____
D109F279E3BC409...
Bradley Johnson, Territory Sales Manager

APPROVED AS TO FORM:

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

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Siddons Martin Emergency Group, LLC
892 Kansas St.
Memphis, TN 38106
DEALER # 21916

November 11, 2025

Mark McCluskey, Chief
MURFREESBORO FIRE DEPARTMENT (TN)
220 NW BROAD ST
MURFREESBORO, TN 37130

Proposal For: 2025 Murfreesboro

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to MURFREESBORO FIRE DEPARTMENT (TN). Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB MURFREESBORO FIRE DEPARTMENT (TN) and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1407 - Pierce-Custom Enforcer Aerial, HD Ladder 107' ASL Single (Unit Price - $2,147,799.00)	
Delivery within 17-18 months of order date	
QUOTE # - SMEG-0010540-4	
Vehicle Price	$2,147,799.00
Full Prepay Discount	($128,384.66)
1407 - UNIT TOTAL	**$2,019,414.34**
Qty. 2 - 1409 - Pierce-Custom Enforcer Aerial, HD Ladder 107' ASL Single (Unit Price - $2,147,799.00)	
Delivery within 35-36 months of order date	
QUOTE # - SMEG-0010694-4	
Vehicle Price	$4,295,598.00
Full Prepay Discount	($362,699.36)
1409 - UNIT TOTAL	**$3,932,898.64**
SUB TOTAL	$5,952,312.98
Sourcewell	$0.00
TOTAL	**$5,952,312.98**

Price guaranteed until 11/21/2025

Additional: Prepay Requirements:
$5,357,081.68 due 15 days of proposal signing
$198,410.43 due upon delivery of first apparatus
$198,410.43 due upon delivery of second apparatus

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$198,410.44 due upon delivery of third apparatus
$5,952,312.98 Total due Siddons-Martin

'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Tennesse. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Bradley Johnson 11/11/2025

Bradley Johnson

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I, _____, the authorized representative of MURFREESBORO FIRE DEPARTMENT (TN), agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

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Option List

10/27/2025

Customer:	Murfreesboro Fire & Rescue Dept., TN	**Bid Number:**	1409
Representative	Johnson, Bradley	**Job Number:**	
Organization:	Siddons-Martin Emergency Group	**Number of Units:**	2
Requirements Manager:		**Bid Date:**	10/10/2025
Description:	Murfreesboro 107 Enforcer Waterous(2-3)	**Stock Number:**	
Body:	Aerial, HD Ladder 107' ASL Single, Quint, Alum Body	**Price Level:**	53 (Current: 53)
Chassis:	Enforcer Chassis, Aerials, Single Axle, Ascendant	**Lane:**	

Line	Option	Type	Option Description	Qty
1	0766640		Boiler Plates, Aerial 107' ASL	1
			Fire Department/Customer - Murfreesboro Fire Rescue Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 25 Miles	
			Number of Fire Dept/Municipalities - 2	
			Bidder/Sales Organization - Siddons Martin Emergency Group	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Siddons Martin Emergency Group	
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0766110		Consortium, Sourcewell	1
12	0537375		Unit of Measure, US Gallons	1
13	0529326		Bid Bond, 10%, Pierce Built Chassis	1
14	0816569		Performance Bond, Not Requested, PPI Terms	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0615217		Enforcer Chassis, Aerials, Single Axle, Ascendant	1
18	0000110		Wheelbase	1
			Wheelbase - 233.5	
19	0000070		GVW Rating	1
			GVW rating - 56,500	
20	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
21	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
22	0728824		Axle, Front, Dana, D-2200F, 23,000 lb, Enforcer	1
23	0637887		Suspension, Front, Standens, Taper Leaf, 23,000 lb, Saber FR/Enforcer	1
24	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1
25	0000322		Oil Seals, Front Axle	1
26	0802640		Tires, Front, Goodyear, Armor Max MSA, 445/65R22.50, 20 ply	1
27	0019618		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot	1
28	0603826		Axle, Rear, Meritor RS30-185, 33,500 lb, Saber FR/Enforcer	1
29	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
30	0122073		Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Enf	1
31	0543026		Shock Absorbers on Rear Axle, Koni	1
32	0000485		Oil Seals, Rear Axle	1

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33	0741399	Spring Package, Auxiliary, Timbren	1
34	0585004	Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
35	0641529	Wheels, Rear, Accuride, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
36	0568081	Tire Balancing, Counteract Beads	1
37	0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
		Qty, Tire Pressure Ind - 6	
38	0801909	Lug Nut, Covers, Chrome	1
39	0003245	Axle Hub Covers w/center hole, S/S, Front Axle	1
40	0002045	Mud Flap, Front and Rear, Pierce Logo	1
41	0760616	Chains, Onspot Automatic Tire, Custom, Locking Switch	1
42	0544802	Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
		Qty, Pair - 01	
43	0601009	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials	1
		Qty, Pair - 01	
		Location, Wheel Chocks - Left Side Rear Tire, Forward	
44	0820509	ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
45	0690932	Brakes, Bendix, ADB-22X, 17" Disc, Front	1
46	0803729	Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1
47	0735527	Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
48	0637584	Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
		Paint Color, Air Tanks - Black #98	
49	0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	1
50	0000790	Brake Lines, Nylon	1
51	0049120	Inlet/Outlet, Air, w/Disconnect Fitting, w/Location Feature	1
		Location - DS lower step well	
		Qty, Air Coupling (s) - 1	
52	0070810	All Wheel Lockup (Aerial/Tanker Chassis)	1
53	0808515	Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer	1
54	0811409	Not Required, Engine Contingency Adjustment	1
55	0001244	High Idle w/Electronic Engine, Custom	1
56	0735687	Engine Brake, Fully Integrated, Paccar MX13 Engine	1
		Switch, Engine Brake - Paccar	
57	0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
58	0644573	Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
59	0814375	Exhaust System, Horizontal, Right Side	1
		Exhaust, Diffuser - Aluminized Steel (Standard)	
		Exhaust, Material/Finish - Aluminized Steel (Standard)	
		Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
		Tip, Exhaust - Straight Tip (Standard)	
60	0788765	Radiator, Saber FR/Enforcer	1
61	0001090	Cooling Hoses, Rubber	1
62	0001125	Fuel Tank, 65 Gallon, Left Side Fill	1
63	0001129	Lines, Fuel	1
64	0889521	DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF	1
		Door, Material & Finish, DEF Tank - Polished Stainless	
65	0552793	Not Required, Fuel Priming Pump	1
66	0552712	Not Required, Shutoff Valve, Fuel Line	1
67	0699437	Cooler, Chassis Fuel, Not Req'd.	1
68	0690880	No Selection Required From This Category	1
69	0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
70	0625331	Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
71	0684459	Transmission Oil Cooler, Modine, External	1
72	0001375	Driveline, Spicer 1810	1

73 0734212	Steering, Dual Gear, TRW TAS-65, w/tilt, Paccar Pump w/ Cooler, Enf, Paccar	1
74 0802950	Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	1
75 0690274	Logo/Emblem, on Dash	1
	Text, Row (1) One - MURFREESBORO	
	Text, Row (2) Two - FIRE	
	Text, Row (3) Three - DEPARTMENT	
76 0012245	Bumper, 19" Extended, Polished S/S, Saber FR/Enforcer	1
77 0640197	Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
	Grating, Bumper extension - Grating, Rubber	
	Capacity, Bumper Tray - 20) 125' of 1.75"	
78 0633479	Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
	Qty, Pair - 01	
79 0614646	No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
80 0072306	Tow Eyes, Chrome, Extended Out Front of Bumper	1
81 0625650	Cab, Enforcer, 7000	1
82 0747442	Engine Tunnel, X12, MX13, Spray Insulation, Enforcer	1
83 0887601	Cab Insulation, Enforcer/Saber FR	1
84 0610508	Rear Wall, Interior, Adjustable Seating, Not Available	1
85 0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
	Material, Exterior Rear Wall - Aluminum Treadplate	
86 0644201	Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
87 0695930	Grille, Bright Finished, Front of Cab, Enforcer	1
88 0002224	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
	Material Trim/Scuffplate - c) S/S, Polished	
89 0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
90 0015440	No Chrome Molding, On side of cab	1
91 0521669	Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
92 0648173	Door, Full Height, Saber FR/Enforcer 4-Door Cab, Level Roof	1
	Key Model, Cab Doors - 751	
	Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93 0655543	Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
94 0528958	Not Required, Controls, Electric Window, AXT, Saber, Enforcer	1
95 0638310	Steps, 4-Door Cab, Saber FR/Enforcer	1
	Step Well Material - Aluminum Treadplate	
96 0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
	Color, Handrail Light - Red	
	Control, Handrail Light - Cab Switch	
97 0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
	Color, Trim - Chrome Housing	
98 0002141	Fenders, s/s on cab - Saber/Enforcer	1
99 0630508	Window, Side of C/C, Fixed, PS Only, SFR/Enf	1
100 0804512	Compt, Transverse C/C, Dbl Pan, DEF, 70" Enf	1
	Light, Short Transverse Compt - Pierce, Both Sides	
	Louvers - no louvers	
	Scuffplate, Material/Finish - S/S, Polished	
	Finish, Cab Compt/Component - Cab Interior	
	Door, Cab Exterior Cabinet - Double Pan, (2), Black, Locking #751	
	Door, Exterior Stop - Web Strap	
	Door, Cab Interior Cabinet - Lap, Drop, (2) Latches, Locking #751	
101 0722796	Dash, Poly, Saber FR/Enforcer	1
102 0607217	Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
	Mounting Provision Spacing - 1.00"	
	Material Finish, Cab Interior - Painted	

103 0750824	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
	Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
	Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
	Cab Interior Rear Wall Material - Painted Aluminum	
104 0753903	Cab Interior, Paint Color, Saber FR/Enforcer	1
	Color, Cab Interior Paint - i) fire smoke gray	
105 0052100	Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
106 0817805	HVAC, Heavy-Duty, Enforcer, Paccar, CARE	1
	Paint Color, A/C Condenser - Painted to Match Cab Roof	
	HVAC System, Filter Access - Tool Free Panel	
	Auxiliary Cab Heater - Both	
	HVAC System, Control Loc. - Panel Position #12	
	Plenum Cover Material - Metal, Painted	
107 0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
	Sun Visor Retention - Thumb Latch	
108 0634328	Grab Handles, Driver and Officer Door Posts, SFR/Enf	1
109 0693439	Lights, Engine Compt, Custom, Auto Sw, w/Fld Chk Dr Wln 3SC0CDCR, 3" LED Trim	1
	Qty, - 01	
110 0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
	Latch, Door, Storage - Lift and Turn Latch, Flush	
111 0583042	Side Roll and Frontal Impact Protection	1
112 0622618	Seating Capacity, 5 Belted Seats	1
113 0636955	Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	1
114 0636942	Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, PRIMARY, SFR/Enf	1
115 0620420	Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
	Latch, Door, Storage - Lift and Turn Latch	
116 0822580	Cabinet, Rear Facing, LS, 23 W x 39 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
	Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Interior, Left Side	
	Scuffplate, Material/Finish - S/S, Polished	
	Material Finish, Shelf - Painted - Cab Interior	
	Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
	Door, Cab Exterior Cabinet - Double Pan, Black, Locking #751	
	Door, Exterior Stop - Web Strap	
	Louvers, Cabinet - 0-No Louvers	
	Fastener, Web, Cab Cabinet - Seat Belt Buckle, All Sides	
117 0102783	Not Required, Seat, Rr Facing C/C, Center	1
118 0635969	Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
119 0108189	Not Required, Seat, Forward Facing C/C, LS Outboard	1
120 0819392	Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, SCBA, Safety, 5.5" Sp, PRIMARY, SFR/Enf	1
121 0108190	Not Required, Seat, Forward Facing C/C, RS Outboard	1
122 0766467	Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	5
	Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
	Qty, - 05	
123 0543991	Bracket, Air Bottle, Hands-Free II, Cab Seats	5
	Qty, - 05	
124 0603866	Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
	Seat Belt Color - Red	
125 0817557	Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
126 0647647	Lights, Dome, FRP Dual LED 4 Lts	1
	Color, Dome Lt - Red & White	
	Color, Dome Lt Bzl - Black	
	Control, Dome Lt White - Door Switches and Lens Switch	
	Control, Dome Lt Color - Lens Switch	

127 0896451	Enhanced Software for Cab and Crew Cab Dome Lts	1
128 0816997	Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
129 0622803	Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
	Emergency Switching - Individual Switches	
130 0509511	Air Restriction Indicator, Imp/Vel, AXT, Enf MUX	1
131 0543751	Light, Do Not Move Apparatus	1
	Alarm, Do Not Move Truck - Pulsing Alarm	
132 0509042	Messages, Open Dr/DNMT, Color Dsply,	1
133 0622798	Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
134 0802946	Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	1
135 0731813	Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
136 0002615	Switch, Aerial 12V Master	1
137 0002617	PTO switch, w/light - aerial	1
138 0834416	USB, Cab, 4, 12V DC, Dual USB Termination, NFPA1900/ULC	1
	USB, Type - USB Combo A & C	
139 0820904	Wiring, Spare, 15 A 12V DC 1st NFPA1900/ULC	2
	Qty, - 02	
	12vdc power from - On w/parking brake activated & Switched Battery	
	Wire termination - 10-Place Bus Bar w/Cover	
	Location, Spare Wiring - Behind Officer Seat and ems compartment	
140 0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
	System Of Measurement - US Customary	
141 0816633	Collision Mitigation, HAAS Alert (R2V), HA7	1
	Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
142 0606249	Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
143 0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
	Qty, - 01	
	Location, Antenna Mount - Right Side	
144 0808063	Camera, Pierce, 7" HD, RS, R, Cameras, AHD	1
	Color - 1) black	
	Location, Camera Monitor - Driver Side Dash	
145 0814831	Not Required, Camera Switcher	1
146 0677933	Camera System, CSS, Body to Waterproof Pump Panel 7" LCD Display	1
	Location - CENTERED HIGH AS POSSIBLE ON PUMP PANEL	
147 0890416	Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	1
	Color, Antenna - Black Antenna	
	Module Housings - Black Housing with Power and Status Ind	
148 0896456	Prognostics, Electrical System	1
149 0624253	Electrical System, Enforcer MUX	1
150 0079166	Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
151 0008621	Battery System, Single Start, All Custom Chassis	1
152 0002698	Battery Compartment, Saber/Enforcer	1
153 0812586	Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
154 0814869	Location, Cab, Charger, Behind Driver Seat	1
155 0811943	Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
156 0814939	Location, Cab, Ind/Remote, Driver's Seat Riser	1
157 0811952	Not Required, Indicator/Remote Status	1
158 0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
	Qty, - 01	
	Color, Kussmaul Cover - b) red	
	Shoreline Connection - Battery Charger	
159 0026800	Shoreline Location	1
	Location, Shoreline(s) - DS Pump Panel	

160 0647728	Alternator, 430 amp, Delco Remy 55SI	1
161 0092582	Load Manager/Sequencer, MUX	1
	Enable/Disable Hi-Idle - e)High Idle enable	
162 0736670	Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/Enf/Imp/Sab/Vel, Halo Alt Flash	1
	Color, Headlight Bez - Chrome Bezel	
163 0797346	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out Wrn Lts, Enf/Sab	1
	Color, Lens, LED's - Clear	
164 0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
165 0735474	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
	Light Guard - No Guards	
166 0757481	Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf 4lts	1
167 0511569	Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	1
	Light Guard - Without Guard	
168 0602938	Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
	Qty, Lights, Pair - 1	
169 0517025	Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
170 0085910	Lights, Backup Included in Signal Cluster	1
171 0650265	Bracket, License Plate & Light, Cast Products LP0004-1-B, LED Light	1
172 0589905	Alarm, Back-up Warning, PRECO 1040	1
173 0817254	Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	1
174 0769564	Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
175 0768765	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Turntable Access	1
	Control, Perimeter Lts - Parking Brake Applied	
176 0896454	Enhanced Software for Perimeter Lts	1
177 0554198	Lights, Step, P25 LED, Aerial With Pump 2Lts, Pump Pnl Sw	1
178 0768882	Light, Roof Mt, HiViz, FT-B-54-2PKIT-*, Dual Lts, Cnt Feature	1
	Location, driver's/passenger's/center - 1DS & 1PS Under Lightbar(s)	
	Control, Scene Lts - Cab Sw Panel DS	
	Color, Lt Housing HiViz - Black	
179 0889717	Lights, HiViz FT-MB-2.27-*-*, 30.2", Brkt Fet 2nd	1
	Location - OVER REAR CREW CAB DOOR RS	
	Qty, - 1	
	Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
	Color, Lt Housing HiViz - Black	
	Scene Light Optics - combination	
	Brackets, Cab Side Scene Lts - Directly to Cab Roof	
180 0889718	Lights, HiViz FT-MB-2.27-*-*, 30.2", Brkt Fet1st	1
	Location - OVER REAR CREW CAB DOOR LS	
	Qty, - 1	
	Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
	Color, Lt Housing HiViz - Black	
	Scene Light Optics - combination	
	Brackets, Cab Side Scene Lts - Directly to Cab Roof	
181 0764632	Lights, HiViz FT-B-72-* LED, 2nd	1
	Location - SIDE OF BODY LS	
	Qty, - 01	
	Control, Scene Lts - PS Scene Lts	
	Color, Lt Housing HiViz - Black	
182 0764634	Lights, HiViz FT-B-72-* LED, 1st	1
	Location - SIDE OF BODY RS	
	Qty, - 01	
	Control, Scene Lts - DS Scene Lts	
	Color, Lt Housing HiViz - Black	

183 0721287	Lights, Hose Bed, Sides, Dual Strips, 40", 45 Ends	1
	Control, Hose Bed Lts - Cup Switch At Rear	
184 0763552	Lights, Rear Scene, HiViz, FT-GSMJR 2Lts	1
	Location, Lights - HIGH AS POSSIBLE BOTH SIDES	
	Control, Rear Scene Lts - Cab Switch Panel DS and Cup Switch At Rear SS	
185 0709438	Lights, Walk Surf, FRP Flood, LED	1
186 0624713	Aerial, HD Ladder 107' ASL Single, Quint, Alum Body	1
187 0554271	Body Skirt Height, 20"	1
188 0601008	Tank, Water, 500 Gallon, Poly, Ascendant Single Axle	1
189 0003405	Overflow, 4.00" Water Tank, Poly	1
190 0028104	Foam Cell Required	1
191 0003429	Not Required, Direct Tank Fill	1
192 0624711	Hose Bed, Alum, LS/RS, Ascendant Single Axle	1
193 0723546	DA Finished Hose Bed/Cargo Area	1
194 0003491	Hose Bed Capacity 1000' of 5.00", Ascendant, PAP, PAL	1
195 0604069	Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1
196 0695399	Running Boards, 14.75" Deep, Front and Rear 45 Degree Corners	1
197 0735737	Turntable Steps, Swing-Down, LS/RS, Ascendant Single Axle	1
	Step, Flip - Flip Step, Two Step Assembly	
	Body Handrail Finish - knurled aluminum	
	Step Retention - black rubber plungers	
	Step Surface, Turntable - Punched Grip	
	Latch, Step Well - Southco C2 Chrome Raised	
198 0892656	Lights, Step (6), P25 LED, Each Side	1
	Control, Scene Lts - Aerial master	
	Color, Trim - Chrome Housing	
199 0690023	Wall, Rear, Smooth Aluminum	1
200 0074515	Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1
201 0624701	Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1
202 0610141	Compt, LS F/H, Lap Drs, Ascendant Single Axle	1
203 0614991	Compt, LS Turntable, F/H, Lap Dr, Ascendant Single Axle	1
204 0023672	Compt, IPO Stairs, Not Required, LS	1
205 0610140	Compt, RS F/H, Lap Drs, Ascendant Single Axle	1
206 0614988	Compt, RS Turntable, F/H, Lap Dr, Ascendant Single Axle	1
207 0023673	Compt, IPO Stairs, Not Required, RS	1
208 0797958	Compt, Rear, Vertically Hinged Door, Ascendant Single Axle	1
	Hinge Location - Left Side	
209 0666824	Doors, Lap w/"D" Handle, Aluminum, Side Compartments	1
210 0624690	Bumper, Rear, Aluminum Rub Rail, Ascendant Single Axle	1
211 0603086	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Ascendant SA	7
	Qty, - 07	
	Location, Compartment Lights - All Body Compts	
212 0687145	Shelf Tracks, Recessed, PUC/3rd Generation	1
213 0600289	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	5
	Qty, Shelf - 05	
	Material Finish, Shelf - Painted - Spatter Gray	
	Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Transition Point,	
214 0603179	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, Ascendant Single Axle	4
	Qty, - 04	
	Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and LS3	
	Material Finish, Tray - Painted - Spatter Gray	
215 0725630	Cabinet, Drawer Assembly, CTECH, Five Drawers, Up To 36" Wide, 24" Deep	1
	Qty, - 01	

	Location - RS4	
	Size, Drawer Height 1 (Top) - 3.00"	
	Size, Drawer Height 2 - 3.75"	
	Size, Drawer Height 3 - 4.75"	
	Size, Drawer Height 4 - 5.75"	
	Size, Drawer Height 5 - 7.75"	
216 0544614	Toolboard, Swing-out, Alum, .188", Peg Board, 3G	1
	Qty - 1	
	Location, Pivot - Front	
	Mounting, Toolboard - Adjustable Frt-back	
	Hole Diameter, Pegboard/Toolboard - .281" diameter	
	Finish, Pegboard/Toolboard - Painted - Spatter Gray	
	Location, Toolboard - RS1 - Rear of Partition	
217 0726457	Partition, Vertical Compt, Predefined Locations	1
	Qty, Partition - 01	
	Location, Partition/Toolboard, Predefined - RS2- 24.00" From Forward Door Frame	
	Material Finish, Partition - Painted - Spatter Gray	
218 0755527	Pegboard, Back Wall Mounted, 3/16" Alum, Standard Depth Upper	8
	Qty, Comp. Accessory - 08	
	Hole Diameter, Pegboard/Toolboard - .281" diameter	
	Finish, Pegboard/Toolboard - Painted - Spatter Gray	
	Location, Compartment, Predefined - LS1, LS2, LS3, LS4, RS1, RS2, RS3 and RS4	
219 0061917	Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
220 0565606	Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3G	1
221 0519849	Not Required, Hose, Hard Suction	1
222 0893499	Handrails, Side Pump Panels, Per Print, Hansen Knurled Alum Tubing, LED, Aerial	1
	Switch, Handrail Light Control - With Cab Hand Rail Controls	
	Color, Light, Hansen Handrail - Red	
	Step, Runningboard - step	
223 0074030	Compt, Air Bottle, Double, Fender Panel, Bolt-In, 3rd Gen	4
	Qty, Air Bottle Comp - 4	
	Location, Air Bottle - (1) LS Ahead Rr Wheel, (1) LS Behind Rr Wheel, (1) RS Ahead Rr Wheel and (1) RS Behind Rr Wheel	
	Door Finish, Fender Compt - Polished	
	Latch, Air Bottle Compt - Southco C2 Chrome Flush	
	Insert, Air Bottle Compt - Rubber Matting	
224 0004220	Ladder, 35' Duo-Safety 1225-A 3-Sect	1
225 0600821	Ladder, 24' Duo-Safety 900A 2-Section, Ascendant Single Axle, 75' HAL	1
	Qty, - 01	
	Location, Extension Ladder - ladder storage	
226 0004232	Ladder, (2) 16' Duo-Safety 875A Roof	1
227 0655286	Ladder, 14' Duo-Safety 775-DR Roof with 7/8" Hooks	1
	Qty, - 01	
228 0024233	Not Required, Attic Extension Ladder	1
229 0600819	Ladder, 10' Duo-Safety Folding, 585A, Ascendant Single Axle, 75' HAL	1
	Qty, - 01	
	Location, Folding Ladder Aerial - ladder storage	
230 0624687	Ladders Stored at Rear, Ascendant Single Axle, Smooth Aluminum Doors	1
	Latch, Ladder Storage - D-Ring latch, chrome	
231 0709970	Lights, Ladder Storage, Truck-Lt 44042C, LED Round, Ascendant Single, 75' HAL	1
232 0775907	Pike Pole, 12' DUO Safety, Fiberglass	2
	Qty, - 02	
233 0789564	Pike Pole, 8' DUO Safety, Fiberglass, Aerial	2
	Qty, - 02	

234	0789566	Pike Pole, 6' DUO Safety, Fiberglass, Aerial	1
		Qty, - 01	
235	0789586	Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	2
		Qty, - 02	
236	0770578	Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
		Qty, - 06	
237	5673422	Install Customer Equipment at Dealership	1
238	0593075	Steps, Folding, Front Bulkheads (Aerial), w/LED, Trident	1
		Coating, Step - black	
239	0620530	Pump House, Side Control, 52", Control Zone, Aerial	1
240	0035500	Raised Pump House Structure, Side Control	1
241	0004435	Pump, Waterous, CSU, 2000 GPM, Single Stage	1
242	0004481	Seal, Grafoil, Waterous	1
243	0816447	Trans, Pump, Waterous C22 Series	1
244	0635600	Pumping Mode, Stationary Only	1
245	0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
246	0003148	Transmission Lock-up, EVS	1
247	0004547	Auxiliary Cooling System	1
248	0014486	Not Required, Transfer Valve, Single Stage Pump	1
249	0746501	Valve, Relief Intake, Elkhart	1
		Qty - 1	
		Pressure Setting - 125 psig	
		Intake Relief Valve Control - Behind Right Side Pump Panel	
250	0826104	Controller, Pressure, FRC, Pump Boss Max, PBA500	1
		Pressure Governor Throttle Control - Clockwise	
		Pressure Governor Default Mode - RPM Setting	
		Pressure Governor Std/Metric - Standard psi readouts	
		Pressure Governor Transducer - Single 600 PSI	
		Pressure Governor Alarm - NOT BE an additional alarm provided	
251	0072153	Primer, Trident, Air Prime, Air Operated	1
252	0780364	Manuals, Pump, (2) Total, Electronic Copies	1
253	0602512	Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
254	0795135	Plumbing, Stainless Steel, w/Foam System	1
255	0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	1
256	0014650	Pump Suction Tube(s), Short, All	1
257	0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	1
258	0084610	Valves, Akron 8000 series- All	1
259	0016158	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
		Qty, Inlets - 1	
260	0004700	Control, Inlet, at Valve	1
261	0004660	Inlet (1), Left Side, 2.50"	1
262	0004680	Inlet, Right Side, 2.50"	1
263	0505132	Anode, Zinc, Pair, Pump, One (1) on Inlet Side & One (1) on Discharge Side	1
264	0092569	No Rear Inlet (Large Dia) Requested	1
265	0064116	No Rear Inlet Actuation Required	1
266	0092696	Not Required, Cap, Rear Inlet	1
267	0009648	No Rear Intake Relief Valve Required on Rear Inlet	1
268	0092568	No Rear Auxiliary Inlet Requested	1
269	0723049	Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
270	0029043	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
271	0004905	Outlet, Tank Fill, 1.50"	1
272	0771673	Control, Outlets, Swing Handle, Vertical, Side Control, 52.00" Pump House	9
		Location - ALL DISCHARGES	

	Qty, Discharges - 09	
273 0004940	Outlet, Left Side, 2.50"	2
	Qty, Discharges - 02	
274 0005091	Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
275 0092570	Not Required, Outlets, Left Side Additional	1
276 0035094	Not Required, Elbow, Left Side Outlets, Additional	1
277 0004945	Outlet, Right Side, 2.50"	1
	Qty, Discharges - 01	
278 0025091	Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
279 0092571	Not Required, Outlets, Right Side Additional	1
280 0089584	Not Required, Elbow, Right Side Outlets, Additional	1
281 0816625	Outlet, Large Diameter, Right Side, Akron Valve	1
	Outlet, Large Diameter, Plumbing - 4.00"	
	Outlet, Large Diameter, NST Adapter - 4.00" MNST	
	Outlet, Large Diameter, Valve Actuation - Pierce large handwheel	
282 0005097	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
	Qty, - 01	
283 0649939	Outlet, Front, 1.50" w/2" Plumbing	1
	Fitting, Outlet - 1.50" NST with 90 degree swivel	
	Drain, Front Outlet - Automatic	
	Location, Front, Single - in center bumper tray	
284 0092575	Not Required, Outlet, Rear	1
285 0045099	Not Required, Elbow, Rear Outlets	1
286 0092574	Not Required, Outlet, Rear, Additional	1
287 0085695	Not Required, Elbow, Rear Outlets, Large, Additional	1
288 0092573	Not Required, Outlet, Hose Bed/Running Board Tray	1
289 0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
290 0723042	Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
291 0029106	Not Required, Deluge Outlet	1
292 0029302	No Monitor Requested	1
293 0029304	No Nozzle Req'd	1
294 0029107	No Deluge Mount	1
295 0826323	Waterway Outlet & Control, Akron Valve	1
	Outlet, Waterway (Aerial), Valve Actuation - Pierce large handwheel	
296 0029167	Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
	Qty, Crosslays - 2	
297 0090442	Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap	1
298 0625777	Hose Rest, Crosslays, 2" Nylon Web, Seat Buckle in Corner, Hinge, Tether, Sides	3
	Qty, - 03	
299 0029260	Not Required, Speedlays	1
300 0750536	Hose Restr, Spdly, Not Required, No Spdly	1
301 0015216	Reel, Booster, Aluminum - Over Pump, Right Side	1
302 0011060	Switch, Reel Rewind - One at Pump Panel	1
303 0005300	Hose, Booster - 150' of 1.00"/800 PSI	1
304 0005244	Capacity, Hose Reel 200' of 1"	1
305 0099703	Nozzle, Task Force, DS 1040	1
	Qty - 1	
306 0674725	Blowout, Hose Reel - Quarter Turn Valve at Panel	1
307 0515688	Gauge, Hose Reel, (Match Panel Gauges)	1
	Location - ABOVE VALVE	
	Qty, - 1	
308 0025260	Cutout for Reel Access, One, w/Roller Assembly, w/Window	1
309 0085328	Nozzle Cup, Zico w/Bracket	1

	Location - TBD	
	Qty, - 1	
	Size, Nozzle Cup - 3-1/2" I.D.	
310 0032137	Foam Sys, External	1
311 0012126	Not Required, CAF Compressor	1
312 0552517	Not Required, Refill, Foam Tank	1
313 0755781	Foam Outlet(s), 1.00", Cam-Lock, Location, With 0.25" Flush	2
	Location - Engineers side of pump module	
	Qty, Foam Outlets - 02	
	Location 2 - officers side of pump module	
314 0031896	Demonstration, Foam System, Dealer Provided	1
315 0085446	Foam Cell, 25 Gallon, Not Reduce Water	1
	Type of Foam - Class "A"	
316 0091036	Drain, 1.00" Foam Tank #1	1
317 0091079	Not Required, Foam Tank #2	1
318 0091112	Not Required, Foam Tank #2 Drain	1
319 0738072	Approval Dwg, Pump Panel(s), Not Required	1
320 0032479	Pump Panel Configuration, Control Zone	1
321 0562698	Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial	1
322 0667186	Light, Slide-Out Pump Operator Step, OSS Access LED, Short Step	1
323 0629252	Material, Pump Panels, Side Control Black Vinyl	1
	Material Finish, Pump Panel, Side Control - Black Vinyl	
	Material, Pump Panel, Side Control - Aluminum	
324 0721765	Panel, Pump Access - Right Side Only, Side Control	1
	Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
325 0583824	Light, Pump Compt, Wln 3SC0CDCR LED White	1
	Qty, - 01	
326 0586382	Gauges, Engine, Included With Pressure Controller	1
327 0005601	Throttle, Engine, Incl'd w/Press Controller	1
328 0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
329 0549333	Indicators, Engine, Included with Pressure Controller	1
330 0745568	Indicator Light, Pump Panel, Ok To Pump, Green	1
331 0830289	Gauges, 6.00" Master, IC	1
	Gauge Pressure Range - 30"-0-400 psi	
	Color Dial Face - white	
332 0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
333 0757359	Gauge, Water Level, Class 1, Pierce Std, Remote Module Driver	1
	Activation, Water Level G - pb) parking brake is applied	
334 0750438	Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	2
	Qty, - 02	
	Activation, Water Level G - pb) parking brake is applied	
	Location, Water Level Gauge, Multi-Select - Cab, Behind Left Cab Door and Cab, Behind Right Cab Door	
	Color, Trim - Chrome Trim	
335 0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
336 0593161	Light Shield, S/S LED	1
337 0606694	Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
338 0606835	Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
339 0757092	Control, Air Horn, Multi Select	1
340 0757084	Control, Air Horn, Horn Ring	1
341 0525667	Siren, Wln 295SLSA1, 100 or 200 Watt	1
342 0510206	Location, Elect Siren, Recessed Overhead In Console	1
	Location, Elec Siren - Overhead, DS Center Sw Pnl	
343 0076156	Control, Elec Siren, Head Only	1

344 0601298	Speaker, (2) Wln, SA315P, 100 watt	1
	Connection, Speaker - siren head	
345 0601559	Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
346 0895310	Siren, Federal Q2B	1
	Finish, Q2B Siren - Chrome	
347 0006095	Siren, Mechanical, Mounted Above Deckplate	1
	Location, Siren, Mech - a) Left	
348 0748305	Control, Mech Siren, Multi Select	1
349 0748282	Control Mech Siren, Ft Sw LS	1
350 0740391	Sw, Siren Brake, Momentary Chrome Push Button, RS	1
351 0746353	Not Required, Warning Lights Intensity	1
352 0606715	Lightbar, Wln, Freedom IV-Q, 2-21.5", RRRRR RRRRR	1
	Filter, Whl Freedom Ltbrs - No Filters	
353 0605741	Lightbars, Wln, Freedom IV, 2-21.5", RRRR RRRR	1
	Lightbar Location, Cab/Crew Cab - cc)over the crew cab doors	
	Control, Light - gh) lightbar	
	Filter, Whl Freedom Ltbrs - No Filters	
354 0734071	Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts	1
	Color, Lens, LED's - Clear	
	Color, Lt DS Frnt Outside - Left Red	
	Color, Lt PS Frnt Outside - Right Red	
	Color, Lt DS Front Inside - Left Red	
	Color, Lt PS Front Inside - Right Red	
	Color, Q Bezel and Trim - Polished Chrome	
355 0653937	Flasher, Headlight Alternating	1
	Headlt flash deactivation - a)w/high beam	
356 0799987	Lights, Side Zone Lower, Wln M6V2**, M6**, M6V2** 6lts	1
	Location, Lights Front Side - b)each side bumper	
	Color, Lens, LED's - Clear	
	Color, Lt Side Front - Red	
	Color, Lt Side Middle - Red	
	Color, Lt Side Rear - Red	
	Control, Scene Lts - TURN SIGNALS	
	Location, Lights Mid Side - Over Front Wheels	
	Location, Lights Rear Side - Over Rear Wheels	
357 0896616	Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1
	Control, Door Int Flash - None (Doors only)	
	Location, Light, Door Int Flash - Over Window	
358 0815847	Connectors, Door Interior Flash, All Cabs, Weatherproof	1
359 0750408	Lights, Side, Wln PS*01FCR, 1st	4
	Location, Lights - cab steps	
	Qty, - 04	
	Color, Lights, Warning - Red Flashing	
	Color, Trim - Chrome Trim	
360 0750405	Lights, Side, Wln PS*01FCR, Recessed In Rr Bdy Rub Rail	4
	Location, Lights - Front middle of body	
	Qty, - 04	
	Color, Lights, Warning - Red Flashing	
	Color, Trim - Chrome Trim	
361 0729842	Lights, Rear Zn Lwr, Wln M9** LED	1
	Color, Lens, LED's - Clear	
	Color, Lt DS Rear - Left Red	
	Color, Lt PS Rear - Right Red	

	Color, Trim - Chrome Trim	
362 0088745	Light, Rear Zone Up, Wln L31H*F LED Beacon, Red LED	1
	Color, Dome, Rear Warning - j) both domes clear	
363 0006551	Not Required, Lights, Rear Upper Zone Blocking	1
364 0791501	Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials	1
	Activation, Traffic Dir L - Not Connected	
365 0530074	Location, TDL, On Top of Body Below Turntable w/Treadplate Box	1
366 0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
367 0783678	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st	2
	Location, Receptacles - tbd	
	Qty, - 02	
	AC Power Source - Shoreline	
	Cover, Receptacle - Interior SS Wall Plate(s)	
368 0519934	Not Required, Brand, Hydraulic Tool System	1
369 0649753	Not Required, PTO Driven Hydraulic Tool System	1
370 0755098	Aerial, 107' ASL Single Axle, 750/500 Tip, 35 MPH Wind	1
371 0000042	Boom Support, Rear of the Chassis Cab	1
372 0799362	Light, Boom Support, Wln 50C03ZCR, LED	1
373 0799560	Boom Support Compartment, Not Required	1
374 0680821	Boom Panel, Pair	1
	Paint Color, Predefined - #10 white	
375 0804205	Lights, Aerial Boom Panel, Amdor AY-LB-12H*0** Full Length	2
	Qty, - 02	
	Color, Light,One - White Steady	
	Control, Scene Lts - Cab Sw Panel DS	
	Location, 12/24 Volt Lights - LS of Aerial Boom and RS of Aerial Boom	
376 0526890	Not Required, Indicator, Extension	1
377 0723719	Steps, Folding, Four, Aerial Device, Trident	1
	Coating, Step - black	
	Light, Aerial Device Folding Step - no integrated light	
	Finish, Aerial Device Folding Step - bright finish	
378 0688232	Rung Covers, Aerial Device	1
	Rung Cover Color - Safety Yellow	
379 0678539	Brackets Only, Roof/Wall Ladder, Aerial Fly Section	1
	Finish - DA Finish	
	Roof Ladder, Make/Model - 14' Duo-Safety 775-DR	
380 0728983	Box, Saw Storage, w/Cover, Base Section, Adjacent to Boom Panel, w/Door Open Sw	1
	Qty, - 01	
	Size - tbd	
	Finish - Painted, Aerial Device Color	
	Latch, Door, Storage - Rubber Draw Latch	
	Location, Aerial Device - right side	
	Louvers - louvers	
381 0678711	Brackets, Stokes Storage, Base Section, Inboard of Boom Panel	1
	Qty, - 01	
	Finish - DA Finish	
	Location, Aerial Device - right side	
382 0623645	Aerial Stability Test, Maximum Tip Options	1
383 0601972	Lights, Turntable Walkway, P25, LED	1
384 0601949	Light, Turntable Console, TecNiq T-10, LED Strip Light	1
385 0616750	Plate, Painted Aluminum Rear of the Turntable for Lettering	1
	Paint Color, Predefined - #90 Red	
386 0789383	Flag Holder, Pipe and Pin, Aerial Turntable	1

		location - tbd	
		Qty - 1	
387 0814209		Control Stations, ASL Single Axle, MUX, Color Display, CL714	1
388 0709594		Remote Aerial Control, Wireless, D-Series MUX Aerials, Hetronic	1
		location - tbd	
		Location, Wireless Receiver - Back of Turntable Console	
389 0624682		Stabilizers, One Set, Ascendant Single Axle	1
		Material, Stabilizer Pad - Composite	
390 0728961		Stabilizer Pan Material	1
		Stabilizer Panels - polished stainless steel	
391 0809973		Doors, Stabilizer Control Box, Controls Each Side MUX Aerials	1
		Latch, Door, Storage - Southco C2 Chrome Raised	
		Hinge Location - Outboard	
		Door, Material & Finish, Stabilizer - Smooth aluminum	
392 0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
393 0624678		Hydraulic System, Ascendant Single Axle	1
394 0615180		Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1
395 0805188		Electrical System, ASL Single Axle, MUX, 10/8 Cable	1
396 0804781		Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	1
397 0803245		Lights, Tip, HiViz FT-WL-X-9-* LED, ASL 4lt	1
		Color, Lt Housing - Black	
		Scene Lt Optics LH Fly - Spot Left	
		Scene Lt Optics RH Fly - Spot Right	
		Scene Lt Optics LH Fly Low - Combined Left	
		Scene Lt Optics RH Fly Low - Combination Right	
398 0764346		Lights, Tracking, HiViz FT-WL-X-9-* LED, 2lts	1
		Location, Sw, Arl DC Lts - Aerial Out Of Cradle	
		Color, Lt Housing HiViz - Black	
		Scene Lt Optics LH Base - Left Spot	
		Scene Lt Optics RH Base - Right Spot	
399 0618906		Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly, 3 Colors RWB	1
		Control, Aerial Rung Lighting - Aerial Master and DS Sw Panel	
400 0540737		Lights, Stabilizer Warn (1) Set, Wln M6*C LED, Clear Lens	1
		Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
401 0617469		Lights, Wln T0R00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1
402 0768550		Lights, Stabilizer Scene, Amdor AY-LB-12HW012, 12", 3lts LED, Ascendant Single	1
403 0783034		DC Power To Aerial Tip, 13.92 Amps @ 12 Volt DC, ASL	1
404 0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
405 0805281	SP	Camera System, Pierce, Mux, Wireless Fixed Camera, Egress to Turntable Display	1
406 0540895		Not Required, Breathing Air to Tip, Aerial Ladder	1
407 0024742		Not Required, Mask, Breathing Air To Tip	1
408 0610887		Aerial Pedestal, Ascendant Single Axle	1
409 0808215		LyfePulley, Rescue System	1
410 0604457		Lifting Eye Assembly, Rope Rescue Attachment, ASL, LSL	1
411 0786677		Rope Tie Bar At Base Section, Painted Box, Rescue Lifting System, w/ Winch	1
412 0536374		Turntable Access, ManSaver Bars, Red	1
413 0624672		Waterway, High Flow, 1500 GPM, ASL	1
414 0603173		Monitor, TFT Typhoon Y5-EB1A-L302 Electric, w/Extended Vertical Travel	1
		Nozzle, Monitor 1 PAL - TFT M-ERP1500 Electric 1500 gpm	
415 0542378		Wireless Monitor Remote Control, TFT YE-RF-900	1
416 0010758		Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
417 0624671		Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, w/Pump, Ascendant Single Axle	1
418 0673128		Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	1

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419 0047897	Tools, Aerial	1
420 0559494	Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL, English	1
421 0007150	Bag of Nuts and Bolts	1
	Qty, Bag Nuts and Bolts - 1	
422 0816502	NFPA Required Loose Equipment, Quint, NFPA/ULC 2024, Provided by Fire Dept	1
423 0067022	Hose, 6.00" Soft Suction - 15 Ft. Long	1
424 0027023	No Strainer Required	1
425 0816939	Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
426 0816937	Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
427 0007482	Not Required, Crowbars	1
428 0007484	Not Required, Claw Tools	1
429 0816998	Axe, Flathead, Provided by Fire Department	1
430 0817000	Axe, Pickhead, Provided by Fire Department	1
431 0007494	Not Required, Sledgehammers	1
432 0741569	Paint Process / Environmental Requirements, Appleton	1
433 0709566	Paint, Two-Tone Color, Enforcer	1
	Paint Color, Upper Area, Predefined - #551 Silver Metallic	
	Shield, Cab - Deep Shield - Enforcer	
	Paint Color, Lower Area, Predefined - #90 Red	
	Paint Break, Cab - Standard Two-Tone Cab Break	
434 0709845	Paint, Single Color, Body	1
	Paint, Body - Match Lower Cab	
435 0646901	Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
	Paint Color, Frame Assembly, Predefined - Standard Black	
436 0693797	No Paint Required, Aluminum Front Wheels	1
437 0693792	No Paint Required, Aluminum Rear Wheels	1
438 0733739	Paint, Axle Hubs	1
	Paint, Axle Hub - Black #101	
439 0007230	Compartment, Painted, Spatter Gray	1
440 0792617	Aerial Ladder Paint, ASL-Single Axle, E-Coat	1
	Paint Color, Aerial Device - White 10	
	Paint Color, Egress - #50 Red	
	Paint Color, Turntable - White 10	
	Paint Color, Boom Support - gloss black primer	
	Paint Color, Cylinders - white 10	
	Paint Color, Aerial Control Console - white 10	
441 0544111	Reflective Band, 10"	1
	Color, Reflect Band - A - a) white	
442 0007356	Reflective across Cab Face	1
443 0624670	Stripe, Chevron, Rear, Diamond Grade, Aerial, Ascendant Single Axle	1
	Color, Rear Chevron DG - fluorescent yellow green	
444 0598754	Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
	Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
445 0065687	Stripe, Reflective, Cab Doors Interior	1
	Color, Reflective - a) white	
446 0027372	Lettering Specifications, (GOLD STAR Process)	1
447 0686428	Lettering, Gold Leaf, 3.00", (41-60)	1
	Outline, Lettering - Outline and Shade	
448 0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
	Qty, - 01	
449 0772037	Manual, Chassis Service, USB Flash Drive, Custom	1
	Qty, - 01	
450 0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom, English	1

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451	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
452	0895564	SP	Warranty, Engine, Paccar, 7 Year/200,000 MX Premium	1
453	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
454	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
455	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
456	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
457	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
458	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
459	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
460	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
461	0695416		Warranty, Pierce Camera System, WA0188	1
462	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
463	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
464	0685945		Warranty, Transmission Cooler, WA0216	1
465	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
466	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
467	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
468	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
469	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
470	0641372		Warranty, Foam System, Not Available	1
471	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
472	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
473	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
474	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
475	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
476	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
477	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
478	0819254		Certification, Vehicle Stability, CD0196	1
479	0808565		Certification, Engine Installation, Enf, Paccar MX, 2027	1
480	0686786		Certification, Power Steering, CD0098	1
481	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
482	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
483	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
484	0556828		Certification, Electric Window, Not Available	1
485	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
486	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0105/CD0107/CD0174/CD0175	1
487	0545073		Amp Draw Report, NFPA Current Edition	1
488	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
489	0799248		Appleton/Florida BTO	1
490	0000049		Ascendant BODY	1
491	0000012		PIERCE CHASSIS	1
492	0735525		PACCAR MX13 ENGINE	1
493	0046396		EVS 4000 Series TRANSMISSION	1
494	0020011		WATEROUS PUMP	1
495	0020009		POLY TANK	1
496	0028047		NO FOAM SYSTEM	1
497	0020006		SIDE CONTROL	1
498	0020007		AKRON VALVES	1
499	0020015		ABS SYSTEM	1
500	0755453		AERIAL BASE	1

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Acquisition of ROW and Easements for the Rutledge Way Extension

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider acquisition of property for the Rutledge Way Extension.

Staff Recommendation

Staff requests official direction from Council regarding the limits of construction for Rutledge Way as part of the Rutherford Boulevard extension project.

Background Information

In June 2024, City Council approved right-of-way acquisition for the Rutherford Boulevard extension, which includes the proposed Rutledge Way connection. Since then, design, property acquisition, and environmental permitting efforts have progressed, with construction planned to begin in 2026. The Rutledge Way connection is projected to carry about 6,600 vehicles per day by 2040, helping to relieve congestion on Church Street and New Salem Highway by improving traffic flow across the network.

While the connection offers benefits in regional mobility, staff recognizes potential challenges, including increased traffic on nearby streets, business accessibility issues, and property loss. Staff is requesting Council's direction on whether to proceed with the full Rutledge Way connection (Alternate No. 1, attached) or to construct the section necessary for adjacent businesses (Alternate No. 2, attached).

Council Priorities Served

Expand infrastructure

Implementation of the 2040 Major Transportation Plan through the expansion and realignment of existing roadways.

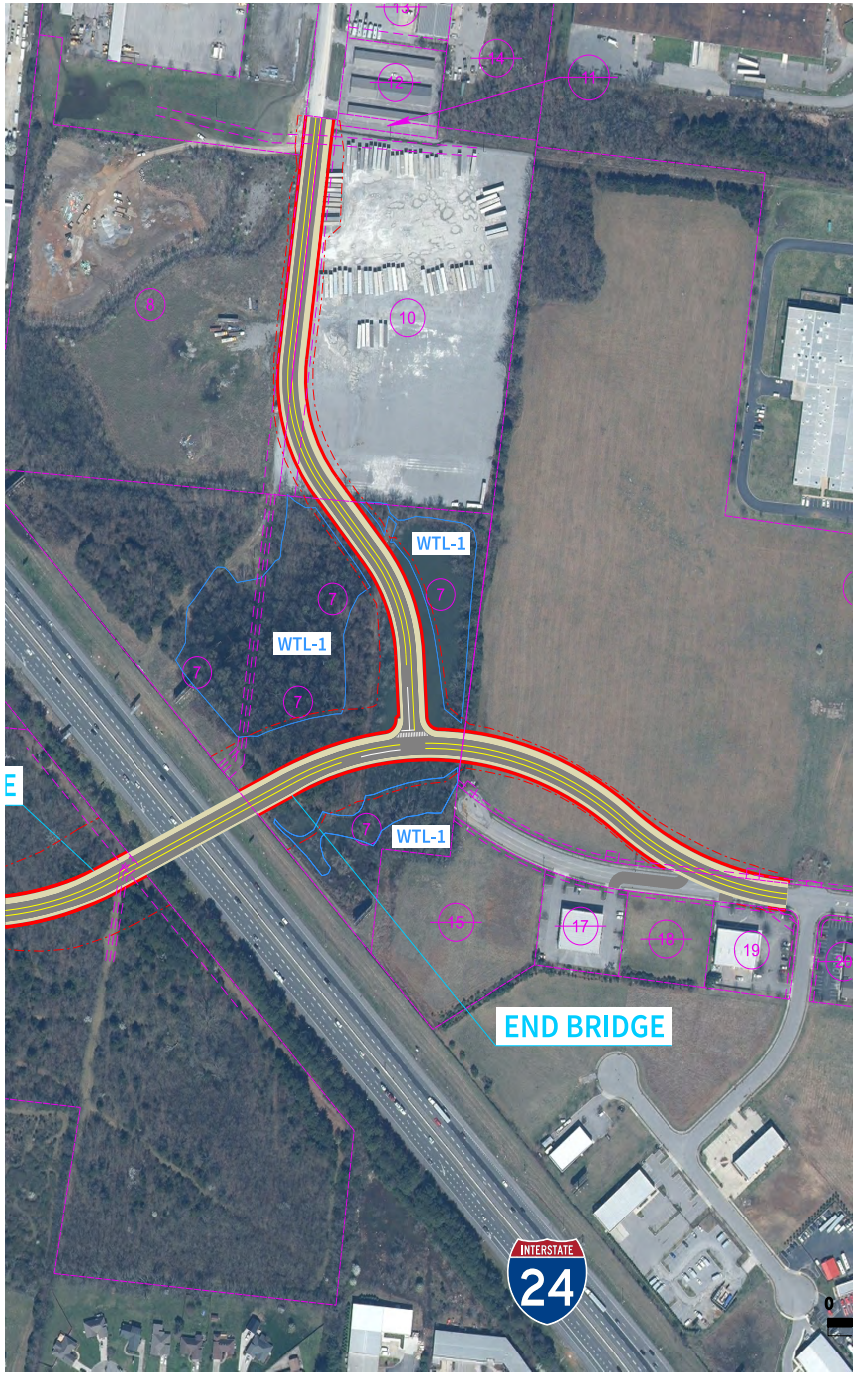
Fiscal Impact

The cost for property acquisition is budgeted within the FY26 CIP for this project. Staff estimates about a $1.3 million difference if the smaller section of Rutledge Way is constructed.

Attachments

Exhibit of Construction Alternates.

Alternate #1



Alternate #2



No Items.

COUNCIL COMMUNICATION

Meeting Date: 12/04/2025

Item Title: Beer Permits

Department: Finance

Presented by: Erin Tucker, City Recorder

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Domenico's Italian Deli, LLC	Domenico's Italian Deli	1602 W Northfield Blvd	On-Premises	Restaurant	New Location
KM Group LLC	KM Boro Wine & Vape	1314 Westlawn Blvd	Off-Premises	Grocery/ Market	New Location

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Domenico's Italian Deli LLC
Name of Business	Domenico's Italian Deli
Business Location	1602 W Northfield Blvd
Type of Business	Restaurant
Type of Permit Applied For	On-Premises Retail Permit

Type of Application:

New Location	X
Ownership Change	
Name Change	
Permit Type Change	
Corporation	
Partnership	
LLC	X
Sole Proprietor	

5% or more ownership:

Name	Jeff Murphy
Age	36
Residency City/State	Christiana, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.
Name	Scarlett Murphy
Age	39
Residency City/State	Christiana, TN
Race/Sex	White/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? Yes

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

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

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	KM Group LLC
Name of Business	KM Boro Wine & Vape
Business Location	1314 Westlawn Blvd
Type of Business	Grocery/Market
Type of Permit Applied For	Off-Premises

Type of Application:

New Location	X
Ownership Change	
Name Change	
Permit Type Change	
Corporation	
Partnership	
LLC	X
Sole Proprietor	

5% or more Ownership

Name	Mina Barsoum
Age	23
Residency City/State	Murfreesboro/TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

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

No Items.