

MURFREESBORO CITY COUNCIL
Regular Workshop Agenda
Airport Business Center – 11:30 AM
December 11, 2025

Public Comment on Actionable Agenda Items

Consent Items

1. Purchase of Fuel Tank (Fleet Services)
2. Patterson Park Adult and Youth Gym Reroof (Facilities)
3. City Hall Elevator Roller Guides Replacement (Facilities)
4. Use of Request for Competitive Sealed Proposals for Firearms Auction for Police Department (Purchasing)
5. Violent Crime Intervention Fund Zip Code Grant Contract (Police)
6. Mandatory Referral for Dedication of Electric Easement along Wilkinson Pike (Planning)
7. Purchase of Two 2026 Ford Transit-250 Cargo Vans (Schools)
8. Amendment One to Cintas Service Agreement (Water Resources)
9. Asphalt Purchases Report (Water Resources)
10. Full-Scale Biosolids Thermal Dryer CCF 15 & 17 Contingency Allocations (Water Resources)
11. IXOM Service Program (Water Resources)
12. Lawn Care Service Recommendation of Award (Water Resources)
13. Medium Duty Vehicle Purchase (Water Resources)
14. Medical Center Pkwy Widening Ph. 2 Tap Abandonment Valve Box Replacements (Water Resources)
15. Vocantas IVR Annual Support (Water Resources)
16. WTP Isolation Valve Replacement Project Change Order No. 2 (Water Resources)
17. Thompson Ln Widening ELI Engineering Design Amendment No. 5 (Water Resources)
18. Thompson Ln Widening Revised Easement Offers (Water Resources)

Action Items

19. Purchase of New Golf Carts and Club Car Connect GPS Service Agreement (Golf)
20. Purchase of Two Knuckle Boom Trucks (Solid Waste)
21. Resolution 25-R-33 Fire Trucks Purchases Reimbursement (Finance)
22. Ordinance 25-O-41 Amendment to Ethics Code (2nd and Final Reading) (Legal)

23. Ordinance 25-OZ-37 Zoning for property along Blackman Road (2nd and Final Reading) (Planning)
24. Ordinance 25-OZ-38 Rezoning property along East Burton Street and North Spring Street (2nd and Final Reading) (Planning)
25. Ordinance 25-OZ-39 Rezoning property along Bridge Avenue and New Salem Highway (2nd and Final Reading) (Planning)
26. Sewer Allocation Variance- Fortress Boulevard and Blaze Drive – Three Leagues Commercial Development (Planning)
27. Thompson Ln Battlefield Pump Station CIA Recommendation (Water Resources)
28. SSR Task Order 2541048 - 201 Wastewater Facilities Plan Update (Water Resources)
29. JPP Water Reallocation Study - Study Cost Sharing (Water Resources)

Workshop Items

30. Homeowner Rehabilitation and Affordable Housing Assistance Program Policies and Procedures Update (Community Development)
31. City-owned Medical Center Pkwy Review of Purchase and Sale Agreement (Administration)
32. October 2025 Dashboard (Finance)

Licensing

33. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Purchase of Fuel Tank for Florence Rd Fuel Island
Department: Fleet Services
Presented by: Tommy Miller, Director of Fleet Services
Requested Council Action:

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

Summary

Consider the purchase of a fuel tank to replace the aged and worn diesel tank at the Florence Road fuel island.

Staff Recommendation

Approval of the fuel tank purchase contract with SPATCO Energy Solutions and CIP reallocation.

Background Information

The diesel fuel tank located on the Florence Road Public Works facility is over 18 years old and has developed internal leaks. The tank is mainly used to fuel the refuse trucks and the heavy fire trucks that are station and operated on the west side of the City. The fuel tank will be purchased from SPATCO, which is a Sourcewell Contract vendor.

Council Priorities Served

Responsible budgeting

By using the Sourcewell contract, the Department benefits from competitive pricing.

Fiscal Impact

This cost of \$127,565.15 will come from the FY22 CIP fund. These funds will be reallocated from existing CIP bond proceeds.

Attachments

1. Fuel Tank Purchase Contract
2. CIP Reallocation

**Agreement Between City of Murfreesboro
and SPATCO Energy Solutions, LLC
For Fuel Tank for Fleet Services**

This Agreement 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 (the "City"), and **SPATCO Energy Solutions**, a limited liability company of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document;
- Sourcewell Contract #081524-TAN between Sourcewell and SPATCO Energy Solutions, LLC and all relevant documents, effective date through November 18, 2028 (the "Sourcewell Contract");
- SPATCO Energy Solutions, LLC's price proposal, numbered 20108595, dated November 19, 2025, "Contractor's Proposal" (Exhibit B); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and to perform the installation services ("Services") as described in Contractor's Proposal numbered 20108595 dated November 19, 2025.
- b. Supervision and Superintendence of Work.
 - 1) Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 - 2) Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 - 1) Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 - 2) Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.
 - 3) The Goods identified in the Scope of Work will be new, except as otherwise provided

it the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 4) The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee. The Contractor warrants to the City that:

- 1) Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
- 2) All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
- 3) Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
- 4) The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and,
- 5) The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire twelve (12) months from the date of receipt by the City of such items and, with respect to machinery and equipment, such equipment is limited to SPATCO supplied equipment only, the above ground storage tank and is limited to the terms of the manufacturer's warranty statement of twenty (20) years after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.
- 6) The warranties set forth in this subsection are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

e. Subcontractors.

- 1) Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
- 2) Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and

omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

- 3) Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
 - 4) All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.

- 1) Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
- 2) Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

h. Safety and Protection.

- 1) Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone

for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- 2) Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term.** The term of this Agreement shall be 26 weeks (6 months) days from the Notice to Proceed or Purchase Order. Contractor's services may be terminated in whole or in part:
- a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - 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.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's Proposal which reflects a **total price of \$127,565.15, including all freight and installation charges.** Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services

have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Fleet Services Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accountspayable@murfreesborotn.gov.

4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

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.

6. **Notices.**

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

If to the City of Murfreesboro:

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

If to Contractor:

SPATCO Energy Solutions, LLC
Richard Iacovelli – Petroleum Sales Rep.
Richard.iacovelli@spatco.com

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

10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
12. **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.
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.
14. **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.
15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
16. **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.

17. **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.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **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.
20. **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.
21. **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.
22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO, TENNESSEE SPATCO ENERGY SOLUTIONS, LLC

By: _____
Shane McFarland, Mayor

Signed by:
By: Eric Lockhart
ED149AC227F847B...
Eric Lockhart, Vice President of Sales

Approved as to form:

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

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
 - d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. **Certificates and Endorsements**

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
 - 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.
- 11. Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 12. Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.



Ship-to Address
CITY OF MURFREESBORO
FLEET SERVICE DEPARTMENT
4753 FLORENCE ROAD
MURFREESBORO TN 37129

Bill-to Address
CITY OF MURFREESBORO
ATTN: FLEET SERVICES
PO Box 1139
MURFREESBORO TN 37133

Quotation

| | |
|-----------------|-------------------------|
| Number | 20108595 |
| Date | Nov 19, 2025 |
| Customer Number | 35677 |
| Valid from | Nov 19, 2025 |
| Valid to | Dec 4, 2025 |
| Sales Person | 253, Iacovelli, Richard |
| Sales Office | 0050, Nashville |

Currency USD

Conditions:

Terms of Payment: Net 30
Terms of Delivery: FOB SHIPPING POINT

Contact: Richard Iacovelli - Petroleum Sales Representative
Mobile: (615)202-5059
richard.iacovelli@spatco.com - www.spatco.com

| Item | Item Detail |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | <p>Material: INSTALLATION PRICE Installation - Contract Price</p> <p><u>SPATCO ENERGY SOLUTIONS Scope of Work:</u></p> <p>Sourcewell 081524-TAN</p> <p>Stage 1</p> <p>AST Removal</p> <ul style="list-style-type: none"> * Disconnect piping and electrical from top of Diesel tank. * Remove Red Jacket Turbine, all sensors on tank. * Retain all tank top equipment for reinstallation on new tank. * Triple rinse 10' 24K AST and remove and discard. <p>Stage 2</p> <p>New AST install Scope of work</p> <ul style="list-style-type: none"> * Provide all permits required by the State of TN for the petroleum equipment being installed. Site owner will provide all necessary drawings if needed. * Prep site for new Diesel AST Install. |

THANK YOU FOR THE OPPORTUNITY TO QUOTE

Toll Free (800) 4-SPATCO (800) 477-2826 Fax 704-598-7700
www.spatco.com

| Item | Item Detail | | | | | | | | | | |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|-------|----------------|---|----|-----------|---------------------|--|--|
| | <ul style="list-style-type: none">* Set Tank on pad.* Install customers' existing Veeder Root Sensors, clock gauges, Turbines on tank.* Reconnect existing conduit, if needed run new conduit and wire. Land all wires from termination points to top of tank for high and low voltage.* Pipe from Red Jacket Turbine to existing Transition piping utilizing existing piping.* Install new Tank top vents and Morrison Brothers Clock Gauge.* Paint all piping and ground Level fill box to match tank.* Test all equipment to ensure usability.* Include all necessary testing per State of TN requirements.* Provide training to customer on all other installed equipment.* Clean Site of all debris. | | | | | | | | | | |
| | Notes: <ul style="list-style-type: none">1.SPATCO to provide any required permits required for the equipment we are installing.2.Others to provide electrical panels for all fueling equipment.3.This quote does not include any electrical other than what is described above.4.Others to provide, certify, & install necessary fire extinguishers required by the State of TN.5.SPATCO to provide all necessary testing on installed equipment.6.Quote assumes existing equipment is usable. If this is not the case and repairs or replacement is needed a change order will be necessary.7.Quote assumes that existing wiring, conduit, junction boxes, etc. can be reused. If this is not the case a change order will be necessary.8.SPATCO will warranty their installation for 1 year after completion.9.SPATCO honors all manufacturer warranties on the equipment quoted. | | | | | | | | | | |
| | ***Quote is valid for 15 days. This quote is based on current tariff rates and vendor pricing in effect at the time of issuance. In the event of any vendor has a price increase after the date of this quote and prior to delivery, SPATCO reserves the right to adjust the final invoice to reflect the additional costs. Any such surcharge will be itemized and communicated in advance.*** | | | | | | | | | | |
| | <table><tr><th>Quantity</th><th>UOM</th><th>Price</th><th>Extended price</th></tr><tr><td>1</td><td>EA</td><td>18,989.88</td><td>18,989.88</td></tr></table> | Quantity | UOM | Price | Extended price | 1 | EA | 18,989.88 | 18,989.88 | | |
| Quantity | UOM | Price | Extended price | | | | | | | | |
| 1 | EA | 18,989.88 | 18,989.88 | | | | | | | | |
| 20 | Material: INSTALLATION PARTS | Installation - Contract Parts | | | | | | | | | |
| | <table><tr><th>Quantity</th><th>UOM</th><th>Price</th><th>Extended price</th></tr><tr><td>1</td><td>EA</td><td>830.71</td><td>MSRP\$996.85 830.71</td></tr></table> | Quantity | UOM | Price | Extended price | 1 | EA | 830.71 | MSRP\$996.85 830.71 | | |
| Quantity | UOM | Price | Extended price | | | | | | | | |
| 1 | EA | 830.71 | MSRP\$996.85 830.71 | | | | | | | | |
| 30 | Material: TAG3090P | 24K Gallon AST | | | | | | | | | |

| Item | Item Detail | | |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 074-120-2400 | (1) 24,000 Gallon 120"OD x 40'-11" Horizontal DW UL-142 on saddles Tank fabricated in accordance with the following: Design Pressure= ATM Design Temp=AMB Shells= 1/4" inner and 1/4 outer Heads= 1/4" inner and 5/16 outer Maway = (1) 24" carbon steel per UL-142 Openings = (2) 2" Carbon steel tank flanges, (4) 4" carbon steel tank flanges, (1) 6" carbon steel nipple and (2) 10" flange adaptors for e-vents Monitor pipe = (1) 2" pipe, and (1) 2" tank flange, carbon steel There will be a remote fill assembly that consists of (1) Remote fill box, (1) 3" adaptor w/ dust cap, (1) 3" locking ball joint, (1) 3" check valve, (1) overfill prevention valve and (1) 3" drop tube One end of the tank will have an observation ladder Lift lugs=as required Air test= 3-5 PSIG Tank exterior = Blasted, Primed with expoxy and top coated with polyurethane (white) Tank interior = Cleaned of debris Est. Weight = 33000lbs | | |
| | MSRP \$119,000.00 | | |
| **Lead time 22-24 weeks** | | | |
| Quantity | UOM | Price | Extended price |
| 1 | EA | 107,744.56 | 107,744.56 |
| Items Subtotal | | | 127,565.15 |
| Estimated Tax | | | 0.00 |
| Estimated Freight | | | 0.00 |
| Quotation Amount | | | 127,565.15 |

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind Seller.

Date: _____

Customer (Signature): _____

Customer (Print): _____

SPATCO Energy Solutions, LLC

TERMS AND CONDITIONS

1. Agreement. The agreement between Seller and Buyer (this "**Agreement**") consists of the applicable quotation signed by both parties ("**Quotation**"), the applicable statement of work signed by both parties ("**Scope**"), these terms and conditions, and the terms and conditions set forth on invoices delivered by Seller to Buyer. This Agreement shall become effective on the date Buyer executes and delivers it to Seller ("**Effective Date**"), subject to approval of Seller's credit manager.

2. Work. Seller will perform the Work on the terms and conditions of this Agreement. Seller (a) will install the Equipment at the Job Site in accordance with the current version of the American Petroleum Institute's Recommended Practice 1615-1987 (the "**API Standards**") and the Petroleum Equipment Institute's Recommended Practices for Installation of Underground Liquid Storage Systems (the "**PEI Standards**") and (b) will install all safety equipment included in the Equipment in accordance with the NFPA 30-1993 Flammable and Combustible Liquids Code or NFPA 30-A1993 Automotive and Marine Service Code, as applicable, (collectively, the "**NFPA Standards**").

3. Safety Standards. Federal, state and local laws and regulations may impose more stringent standards than the API Standards, the PEI Standards or the NFPA Standards, and Buyer's insurance carriers may require additional or different equipment. Buyer will ensure that the Work and the Equipment comply with all federal, state and local laws and regulations and with the standards set by Buyer's insurance carriers. Any changes to the Work or the Equipment to comply with any of those laws, regulations or other standards shall be made in accordance with **Section 6, Change Orders**, below. Buyer will follow all instructions and directions, and use all safety devices, provided by the manufacturers of the Equipment.

4. Price and Payments.

a. Invoices. Seller will invoice Buyer for the cost of each piece of Equipment and all related taxes, insurance and freight charges ("**Equipment Invoices**") on the earlier of (i) the delivery of that Equipment to the Job Site, or (ii) the delivery of that Equipment to Seller's warehouse for storage. Buyer will pay each Equipment Invoice within 10 days after the invoice date. Seller will invoice Buyer for all services ("**Service Invoices**") on a monthly basis, and Buyer will pay each Service Invoice within 30 days after the invoice date. Seller will give Buyer a credit against the initial amounts due under the Equipment Invoices and the Service Invoices in the amount of the Initial Payment (defined in the Quotation). Buyer shall not withhold payment based on any typographical or similar error in any invoice. All amounts Buyer does not pay as and when due shall accrue interest at the rate of 18% per annum until paid. Buyer shall pay all of Seller's costs of collection, including reasonable attorneys' fees. No partial payment by Buyer shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of Seller, notwithstanding any notation or statement accompanying that payment. **Payment Terms for Wayne Equipment are Net 10 Days.** _____ (Initial)

b. Taxes. The Price (defined in the Quotation) does not include any sales, use, revenue, excise or other taxes or governmental charges (collectively, "**Taxes**"). If Seller is required to collect any Taxes, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

c. Permits. The Price does not include any fees for any building or other government permits, licenses, tests or inspections necessary to perform the Work (collectively, "**Permits**"). Buyer will obtain and pay for all Permits, confirm to Seller in writing that it has done so, and deliver to Seller copies of all Permits, all before Seller begins the Work. If Seller pays any fees for any Permits, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

d. Weekends and Holidays. The Price does not include the extra costs of Seller's performing any of the Work on Saturdays, Sundays or holidays. If Buyer and Seller agree that Seller shall perform some of the Work on Saturdays, Sundays or holidays, Buyer will pay Seller, in addition to the Price, an extra charge equal to the number of hours of Work performed multiplied by twice Seller's standard labor rate.

e. Performance Bond. The Price does not contain any allowance for a performance bond. If Buyer requests, and Seller agrees to provide, a performance bond for some or all of the Work, as a condition to Seller's providing the bond, Buyer will pay directly all premiums and other costs of the bond.

f. Not Included. Unless otherwise stated in the Scope of Work (Attachment A), no electrical work, concrete or asphalt work, tank tests or line tests are included in the Price or the Work.

g. Security Interest. Buyer hereby grants and Seller retains a purchase money security interest in the Equipment, including the proceeds therefrom, for the purpose of securing Buyer's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the Equipment upon Buyer's default, and charge Buyer with any deficiency. Buyer hereby authorizes Seller to file appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by Buyer, upon Seller's request, Buyer shall provide a Landlord's Waiver in a form acceptable to Seller.

Seller reserves the right to ship under reservation for payment against documents of title. Title and a first and prior security interest to the Equipment shall remain with the Seller until all payments are made and all conditions herein contained are and have been fully completed. The Equipment shall at all times be deemed personal property, even after attachment or connection to realty. The Buyer shall keep the Equipment in good working condition and physical appearance free of liens, and until the purchase price is fully paid shall maintain such insurance as described below under **Insurance**.

(Customer Initials)_____
(Sales Rep. Initials)

5. Job Site Conditions.

a. Digging and Excavating. Any digging or excavating included in the Work is based on the assumption that the soil conditions at the Job Site are normal for the area and unobstructed. If any digging or excavating is included in the Work, and Seller encounters unusual digging conditions in connection with the Work, Buyer shall pay Seller its standard hourly labor rates for those personnel involved in overcoming those conditions. Unusual digging conditions are conditions that inhibit Seller from completing the digging in a reasonable manner using a backhoe or trackhoe, including heavy rock, shale and water. If Seller is required to have any of this Work performed by a subcontractor, Seller will invoice Buyer those costs plus 20%. Seller will notify Buyer of any unusual digging conditions before Seller commences the extra Work to overcome those conditions, and Buyer will have five days to decide whether to authorize Seller to perform the extra Work or to terminate this Agreement. If Buyer elects to terminate this Agreement as a result of those conditions, Buyer shall pay Seller, as a condition of being entitled to exercise its right to terminate, an amount equal to all hours spent by Seller's personnel performing the Work multiplied by Seller's standard hourly rates for those personnel, plus all of Seller's out of pocket costs incurred in connection with the Work, including all restocking fees for Equipment that can be returned and Seller's quoted selling price to Buyer for all Equipment that cannot be returned; **provided** that the amount of this payment shall not exceed the Price.

b. Underground Structures. Buyer shall inform Seller in writing of the location of all underground structures, including tanks, product lines, cables, conduits, sewer lines and water lines, where the digging or excavating is to occur before Seller starts any of the Work at the Job Site. Buyer shall indemnify, defend and hold Seller and its affiliates and their respective directors, officers, managers, employees and agents harmless from and against all claims, losses, damages, costs and attorneys' fees and expenses resulting from Seller's encountering any such underground structure unless Buyer informs Seller of the correct location and size of the structure before Seller commences the Work.

c. Tank Filling. Buyer shall have product or water available at the Job Site to fill all tanks as requested by Seller or as required by applicable law. Seller does not guarantee that the tanks will not float. Buyer will be responsible for all damage that may be caused by tanks floating under all circumstances, including all costs for equipment, labor and materials required to reinstall the tanks. Unless Seller's quotation expressly quotes a price for ballasting tanks, Buyer is responsible for ballasting tanks to capacity. Seller is not responsible for ballasting tanks or for any water removal or disposal from tanks. In addition, Seller is not responsible for filling the tanks with petroleum products or any associated overfill releases. Buyer is responsible for all overfills and releases under all circumstances.

d. Photography. Buyer hereby grants Seller permission to take still photographs and video recordings of all aspects of the Equipment and the Work.

e. Electricity. Buyer will provide, at Buyer's expense, at the Job Site all electrical power Seller at its subcontractors require for the operation of their tools and equipment.

f. Materials Safety. Buyer will provide Seller, PRIOR TO COMMENCEMENT OF THE WORK, Material Safety Data Sheets on all chemical products used by Buyer in connection with the Job Site.

6. Change Orders. Buyer may request changes in the Work, including the Equipment, by delivering to Seller a written request specifying in detail the proposed changes. If Seller agrees to make those changes, it shall deliver to Buyer a proposed change order ("**Change Order**") specifying the changes Seller will make and any associated change in the Price. The Change Order will not become effective or part of this Agreement unless and until Buyer executes it and delivers it to Seller, at which time the Change Order will become an amendment to this Agreement. Except as expressly provided in the Change Order, all provisions of this Agreement shall remain unmodified and in full force and effect.

7. Warranties.

a. Equipment. The sole and exclusive warranty for the Equipment shall be the manufacturer's warranty ("**Equipment Warranty**"), and Buyer's sole and exclusive remedy for a breach of the manufacturer's warranty shall be the remedy provided by the manufacturer. Seller does not provide any warranty for any of the Equipment.

b. Services. For a period of one year after the date of the particular Invoice for services provided in connection with the installation of the Equipment ("**Services Warranty Period**"), Seller warrants that all services Seller performs as part of the Work reflected in that invoice will be rendered in accordance with good commercial practices and comply in all material respects with the API Standards, PEI Standards, NFPA Standards and any other standards expressly listed in the SOW or these Terms and Conditions (the "**Services Warranty**"); provided, however, that with respect to any tank cleaning services provided by Seller, no warranty is made that the tank will be free of impurities after such cleaning has been completed, and Seller shall have no liability or responsibility for any such impurities. If Buyer delivers to Seller written notice specifying the services that do not comply with the Services Warranty and the reasons Buyer believes they do not comply within the Services Warranty Period, Seller, at Seller's option, will correct or re-perform the non-complying services or refund to Buyer that portion of the Price charged for those services. This **Section 7.b.** contains Buyer's sole and exclusive warranties and remedies for any services that are part of the Work.

c. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

d. Conditions. The Equipment Warranty and the Services Warranty shall be null and void if (a) the Equipment or the Work are abused, misused, damaged by accident, used or operated contrary to Seller's or the manufacturer's instructions, or modified by anyone other than Seller, (b) the Equipment or the Work are not maintained in accordance with Seller's instructions or are given inadequate care, (c) Buyer does not pay the Price as and when due, (d) replacement parts other than those provided by Seller are installed in or on the Equipment, or (e) Buyer does not allow Seller access to the Equipment or the Work for purposes of inspection, repair or replacement. Seller shall not be responsible for the failure of any other person or entity (collectively, "**Person**") engaged by Buyer to install any electrical wiring correctly in accordance with the Equipment manufacturer's instructions. Buyer shall give Seller immediate written notice of any warranty claim,

_____ (Customer Initials)

_____ (Sales Rep. Initials)

shall allow Seller access to the Equipment and the Work to inspect, repair or replace the Equipment and the Work. Seller will not accept, pay or reimburse any invoices or charges for any warranty work performed by others. Notwithstanding anything to the contrary in this Agreement, Seller shall not be responsible for any damages resulting from the negligence of the Buyer or the failure of the Buyer to monitor the operation of all Equipment on a daily basis in accordance with standards established by the underground storage tanks regulations set forth in 40 C.F.R. Part 280 or any other applicable law, including Environmental Laws (defined below), affecting the operation of the Equipment, and Buyer shall be fully responsible for all of those damages.

e. Buyer Indemnity. Buyer agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Buyer's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by government agency for pollution, environmental damage, clean up, or otherwise, or whether any claim is made by any third party against Seller or Buyer or said damage, personal injury or death is claimed or sustained by Buyer or made against Buyer or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Buyer agrees to hold Seller harmless from and defend and indemnify it against same.

f. Drawings. When specifically included in the Work, site drawings, installation plans, and as-built drawings will be prepared using a current Buyer-provided scale drawings showing property lines, rights of way, easements, utilities, driveways, buildings and improvements. Any drawings furnished in connection with the bid proposal or Work was for bid purposes only and is the property of Seller. If such drawings are used without a professional or registered engineer's stamp, Buyer uses it at its own risk with full and complete indemnity to Seller for any acts, errors, omissions or damages that may arise out of using such drawings.

g. Independent Contractor. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this Agreement or otherwise to perform any obligations of Buyer, whether regulatory or contractual, or to assume any responsibility for Buyer's business or operations.

h. Substitution. Any identification of Equipment by brand name, manufacturer, catalog number, or other designation in Buyer's purchase order, Seller's documents or elsewhere only establishes a general quality standard and does not require Seller to supply a particular item. Seller shall have the right to select other Equipment that in Seller's opinion meets that general quality standard.

8. Risk of Loss. The shipping terms are F.O.B Shipper's Dock. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Buyer, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Buyer, and Buyer shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

If any damage is evident upon delivery, Buyer must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Buyer must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Buyer's responsibility.

9. Disclaimers and Limitations. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE EQUIPMENT AND WORK, EXPRESS AND IMPLIED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES: (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT; (B) AS TO MERCHANTABILITY OR THE FITNESS OF THE EQUIPMENT OR WORK FOR ANY PARTICULAR PURPOSE; (C) AS TO THE SUITABILITY OF THE EQUIPMENT OR THE WORK FOR BUYER'S PURPOSES OR THE IMPACT OF THE EQUIPMENT OR THE WORK ON BUYER'S OPERATIONS. Buyer must give Seller written notice of any claim that it has regarding the condition, quantity or quality of the Equipment within 30 days after the delivery of the Equipment (or with respect to the nonconformity of the Equipment with the manufacturer's warranty, within the period specified in the manufacturer's warranty). Buyer must give Seller written notice of any nonconformity of the Work with the Services Warranty within the applicable Service Warranty Period. The notice must specify the basis of Buyer's claim in detail and identify the Equipment or the Work at issue. Seller shall have a reasonable opportunity to inspect the Equipment or the Work at issue and a reasonable time to cure any nonconformity. Buyer's failure to comply with this Section shall constitute Buyer's acceptance of the Equipment and the Work and shall bind it to pay Seller the full Price of the Work. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. In no event shall Seller be liable for any amount arising out of or relating to this Agreement, the Equipment or the Work, whether in contract, tort, strict liability or otherwise, in excess of the purchase price of the Equipment or Work at issue. Any action or proceeding by Buyer arising out of or relating to this Agreement, the Equipment or the Work will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. No delay in any of the Work shall entitle Buyer to any reduction of the Price.

10. Cancellation and Return of Goods. Buyer may cancel an order only upon advance written approval of Seller and the manufacturer; provided Buyer pre-pays the freight charges and Seller's reasonable cancellation and restocking charges, and Seller's handling fee equal to 10% of the Price for the Equipment or services that are the subject of the cancellation. No merchandise is returnable without Seller's advance written consent. Merchandise must be returned within ten (10) days of Buyer's receipt of written authorization and must be accompanied by the invoice number and/or a copy of the sales receipt. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Buyer, and it will be stored at Buyer's risk and expense. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued to Buyer until credit from the manufacturer is received. **Special custom orders (including dispensers) shall be non-cancelable and non-refundable.**

_____ (Customer Initials)

_____ (Sales Rep. Initials)

11. Insurance.

a. Seller. Seller shall purchase and maintain during the performance of the Work (i) commercial general liability insurance, including coverage for bodily injury and property damage, that shall cover Seller and its subcontractors in their performance of the Work, and (ii) workers' compensation insurance as required by applicable law. At Buyer's request, Seller shall provide a current certificate of insurance showing Seller has in force the foregoing insurance.

b. Buyer. Buyer shall purchase and maintain commercial general liability insurance, including coverage for bodily injury and property damage to the Equipment, and for meeting any financial responsibility requirements under federal and state underground storage tank regulations. Buyer shall also purchase and maintain until Buyer pays the Final Invoice builder's risk insurance, including extended coverage for fire, theft and vandalism. At Seller's request, Buyer shall provide a current certificate of insurance showing Buyer has in force the foregoing insurance and showing Seller as a loss payee to the extent of its interest.

12. Force Majeure. Seller shall not be liable for delays or failing to perform any of its obligations under this Agreement resulting directly or indirectly, in whole or part, from events or causes beyond its reasonable control, acts of God, accidents, riots, wars, national emergencies, terrorism, strikes, labor disputes, unusual weather, natural disasters, hurricanes, storms, persistent or heavy rain, cyclones, earthquakes, floods, lightning, embargoes, failure by suppliers to deliver or by other contractors to perform, delays in obtaining or the inability to obtain supplies, equipment or labor through normal sources at normal prices, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any of the foregoing shall operate to extend Seller's time of performance under this Agreement for a period not less than the period of the delay caused by any of the foregoing, plus a reasonable amount of time for remobilization.

13. Seller's Rights Following Default.

a. Seller may, without prejudice to any other right or remedy, terminate this Agreement if: (i) Buyer is adjudged bankrupt or a receiver or trustee is appointed for Buyer, or Buyer is insolvent or makes a general assignment for the benefit of creditors; (ii) Buyer fails to pay any amount when due; or (iii) Buyer materially breaches any of the provisions of this Agreement and does not remedy such breach within ten (10) days following written notice thereof from Seller. In any of those events, Seller also may, at its option, take one or more of the following actions: (i) declare all or part of Buyer's obligations to Seller immediately due and payable, (ii) suspend its performance under this Agreement, (iii) foreclose its security interest in the Equipment and/or repossess the Equipment, (iv) treat such event as a cancellation by Buyer, in which event Buyer shall be obligated to perform the obligations set forth in Section 10 above, or (v) pursue its other rights and remedies under this Agreement or applicable law.

b. Upon termination of this Agreement by Seller, Seller shall have the right to remove equipment, tools and machinery owned by it from the Job Site, and shall be paid for all work done under the Quotation, for all materials and supplies obtained by Seller pursuant to the Quotation and for all costs and expenses incurred by Seller to date of termination. Buyer also shall pay all costs of collection, including reasonable attorneys' fees and costs.

14. Environmental.

a. Representations and Warranties. Buyer hereby represents and warrants to Seller that currently and at all times until Buyer pays the Price in full: (i) no Hazardous Substances are or will be present in, on or under the Job Site, including the air, surface water, land surface and groundwater; (ii) the Job Site and Buyer's operations on the Job Site are and will be in full compliance with all Environmental Laws; (iii) Buyer has the authority to authorize the installation of the Equipment and the performance of the Work as provided in this Agreement and has obtained all necessary consents from the owners of the Job Site for the same; (iv) Buyer has obtained all necessary permits and licenses to install the Equipment and to perform the Work; (v) Buyer and the Job Site are and will remain in full compliance with the underground storage tank regulations in 40 C.F.R. Part 280, including the financial responsibility regulations in Subpart H of the same; and (vi) the installation of the Equipment and the performance of the Work comply with all federal, state and local laws and regulations and with the standards set by the Buyer's insurance carriers, including all requirements restricting the location of, or imposing special requirements regarding, underground storage tank systems at or around wells, surface water and other sensitive receptors.

b. Regulations. Buyer is solely responsible for compliance with all of the underground storage tank regulations set forth in 40 C.F.R. Part 280, including as they relate to the installation of the Equipment and the performance of the Work.

c. Inspection and Reporting Responsibilities. Seller is not responsible for inspecting the Job Site or reporting to third parties, including governmental agencies, any Hazardous Substances or any violations of Environmental Laws relating to the Job Site or the Work. Buyer has the responsibility for inspecting the Job Site and reporting to third parties.

d. Indemnity. Buyer shall indemnify, defend and hold harmless Seller and its affiliates and their respective directors, officers, managers, employees and agents from and against any and all claims, actions, proceedings, liabilities, fines, losses, damages, costs, judgments, attorneys' and consultants' fees and expenses arising out of or relating to (i) the presence, suspected presence, release or threatened release, before or after the Effective Date, of any Hazardous Substances in, on or under the Job Site and any migration of those Hazardous Substances before or after the Effective Date, (ii) any activities, use or operations on the Job Site by Buyer or any other Person or their respective predecessors, successors, assigns, affiliates, directors, officers, managers, employees, invitees, contractors, vendors and agents, (iii) any violation of or failure to comply with Environmental Laws at or relating to the Job Site, (iv) allegations that Seller is a handler, generator, owner, operator, treater, storer, transporter or disposer of any underground storage tank or Hazardous Substance in, on, under, located on or otherwise associated with the Job Site, (v) the use, ownership, maintenance, transfer, transportation or disposal of the Equipment after completion of the Work or while under Buyer's control, or (vi) any breach, misrepresentation, inaccuracy or failure to perform any representation, warranty or covenant made by Buyer in this Agreement.

_____ (Customer Initials)

_____ (Sales Rep. Initials)

e. Definitions. "Hazardous Substances" means any and all substances, materials, wastes, pollutants and contaminants which are now or at any time in the future defined as hazardous or toxic or are prohibited, limited or regulated by any Environmental Law (defined below) or that, if not so defined, prohibited, limited or regulated, could or do pose a hazard to health, safety or the environment, including any asbestos, asbestos-containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials, petroleum, petroleum products and petroleum by-products. "Environmental Laws" means any and all present or future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other governmental and/or judicial directives or requirements, as well as common law, relating to the protection of human health or the environment and that are applicable to Buyer, Buyer's business, Seller, the Job Site or any operations now or previously conducted on the Job Site, including the federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any analogous state and local laws.

15. Hardware/Software.

a. In connection with this Quotation, the parties assume that any system hardware and software supplied by Buyer and/or Seller is inherently compatible and requires only routine start-up and programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller will be held harmless from any resulting delays in completion of the Work, and shall be entitled to full payment of the Price.

b. Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the Equipment. Buyer shall only have the limited, nonexclusive right to use the software in object code form only as specified by Seller or its licensors in order to operate the Equipment. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) install any other software on the Equipment. Buyer may transfer this limited right to use the software to a third party only if it does so together with the Equipment and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by this Agreement.

16. General. Any notice permitted or required under this Agreement shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of Seller and Buyer listed in the Quotation. Buyer may not assign to any person or entity all or a portion of its rights or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without that consent shall be void. Seller reserves the right to subcontract portions of the Work and to correct clerical and typographical errors in any document. This Agreement and any controversy relating to it or the Equipment or the Work shall be governed by the laws of the State of North Carolina, excluding its conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply. Any action or proceeding relating to this Agreement or its enforcement, or to the Equipment or the Work, shall be commenced and heard only in the state courts for Mecklenburg County, North Carolina or the United States District Court for the Western District of North Carolina. Seller and Buyer hereby consent and submit to the jurisdiction and venue of those courts. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. No delay in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired. The word "including" shall not be deemed to be limiting. If there is any conflict between the provisions of these Terms and Conditions, the Quotation and the Scope, the provisions of these Terms and Conditions shall control. Sections 5.d., 7, 9, 13, 14.d., and 15.b. shall survive the termination of this Agreement for any reason. This Agreement contains the entire agreement of the parties relating to the Equipment or the Work and supersedes all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

_____ (Customer Initials)

_____ (Sales Rep. Initials)



Mr. Gore:

| CIP Loan | 2022 Bond |
|----------|-----------|
|----------|-----------|

Transfer CIP funds to:

[illegible]

| | |
|----------------|----------------------|
| TOTAL TRANSFER | <u>\$ 125,565.15</u> |
|----------------|----------------------|

Explanation: The 18 year old fuel tank located on the Florence Road Public Works facility has developed internal leaks and needs to be replaced. It is requested that \$127,565.15 be reallocated to this project.

12/8/2025

Date _____

12/8/25

Date _____

☒

City Manager

Date _____

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Patterson Park Adult & Youth Gyms Reroofs

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the Notice of Award to Porter Roofing Contractors, Inc. to reroof both the Adult and Youth Gyms at Patterson Park Community Center.

Staff Recommendation

Approve the Notice of Award to Porter Roofing Contractors, Incorporated.

Background Information

The existing roofs on each gym need replacement as they are experiencing shrinkage and seam separation that signal end-of-life. These roofs are original to the building. This project consists of temporary removal of existing stone ballast and storage onsite, replacement of existing EPDM roof membrane, parapet coping, and wall scuppers, inspection of existing roof insulation and replacement/repair as necessary, and installation of new insulation cover board, reinstallation of the stone ballast, and installation of new parapet coping and scuppers.

This project was competitively bid, and Porter Roofing Contractors, Inc., was the lowest responsible bidder. It is pending legal approval.

Council Priorities Served

Responsible Budgeting

Maintaining infrastructure in a proactive manner assures safe and extended use of city assets.

Fiscal Impact

The expense is \$304,370 and is funded by the FY26 Facilities CIP budget.

Attachments

Notice of Award to Porter Roofing Contractors, Inc.



NOTICE OF AWARD

| | | | |
|--------------------|--------------------------------------------------------|------------------------------------|--------------------------------------------------------|
| Owner: | City of Murfreesboro | Owner's Contract No.: | |
| Contractor: | Porter Roofing Contractors Inc. | Contractor's Project No.: | ITB-14-2025 |
| Architect: | Johnson+Bailey | Architect's Project No.: | J+B No. 2513 |
| Project: | Patterson Park Community Center Gymnasium Reroofing | Contract Name: | Patterson Park Community Center Gymnasium Reroofing |
| | | Effective Date of Contract: | December 5, 2025 |

TO CONTRACTOR:

You are hereby notified that the Owner has accepted your Bid dated **November 18, 2025** for the above listed Contract, and that you are the Successful Bidder and are awarded the Contract for the "Patterson Park Community Center Gymnasium Reroofing" Project.

The Contract Price of the awarded Contract is \$304,370.00 based on the bid submitted on **November 18 2025**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

1. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Article 11. Payment and Performance bonds should be dated December 5, 2025.
2. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Upon Receipt and Approval of the required bid security, Owner will send Contract Documents for signature via DocuSign for execution by all parties.

Owner: City of Murfreesboro

By:

Shane McFarland, Mayor

Parks and Recreation Department

Opened November 18, 2025

Bid Tabulation Sheet For ITB-14-2026- Patterson Park Community Center Gymnasium Reroofing

| Contractors | Price | Contractor's License/Responsibility Questionnaire | Iran Divestment/Non-Boycott of Israel | Non-Collusion Affidavit | Drug-Free Workplace Certificate | References | Signature Sheet | Vendor Info Form | Bid Bond |
|-----------------------------------------------------|--------------|---------------------------------------------------|---------------------------------------|-------------------------|---------------------------------|------------|-----------------|------------------|----------|
| Acme Roofing & Sheet Metal Company | \$473,000.00 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| BJB Construction Company Inc. | \$365,290.00 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Cagle Development, LLC | \$505,356.40 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Eskola, LLC | \$494,186.76 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | No | Yes | Yes |
| FTM Contracting | \$485,000.00 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Genesis Roofing Company, Inc. | \$384,400.00 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Porter Roofing Contr Inc. | \$304,370.00 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Rackley Roofing | DQ | No/Yes/DQ | | | | | | | |
| Ragan Construction Co., Inc dba Southern Roofing Co | \$348,120.00 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Ross Service Corporation | \$472,170.24 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Tri-State Roofing Contractors, LLC | \$343,858.00 | Yes/Yes/Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |

Recommend Award to:

Amount of: \$

Bid Opened by: Megan Strode / Senior Purchasing Analyst

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: City Hall Elevator Roller Guides Replacement

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Consider approving the agreement with KONE, Inc. to replace the roller guides on all three elevators at City Hall through Omnia Partners.

Staff Recommendation

Approve the agreement with KONE, Incorporated.

Background Information

The existing elevator guide rails at City Hall are original to the building. These guides act as buffers between the elevator car and the rails. They are worn due to age and use. This project consists of removing the old guide rails and replacing them with roller guides that will provide an improved ride quality and reduce the noise in the elevator during its travel. State statute and Council Resolution authorize cooperative purchases. This purchase will be made through an Omnia agreement to provide the most competitive price for the equipment.

This agreement is pending legal approval.

Council Priorities Served

Responsible Budgeting

Maintaining infrastructure in a proactive manner assures safe and extended use of city assets.

Fiscal Impact

The expense is \$51,069, is funded by the FY26 Facilities CIP budget.

Attachments

1. KONE, Inc. Proposal
2. Omnia (MSRP vs. Omnia Discount)
3. Agreement with KONE, Inc.

September 8, 2025
City Of Murfreesboro
111 W VINE ST
MURFREESBORO, 37130-3573

ATTN: Bo Jones

Re: Alternative to Murfreesboro City Hall Car #1, #2, #3 Roller Guide Upgrade

KONE
Nashville
738 Melrose Avenue
Nashville, Tennessee 37211
Phone: (615) 987-4234
Fax: (615) 360-7013
Elijah.Mcpherson@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the Car #1, Car #2, Car #3 located at MURFREESBORO CITY HALL.

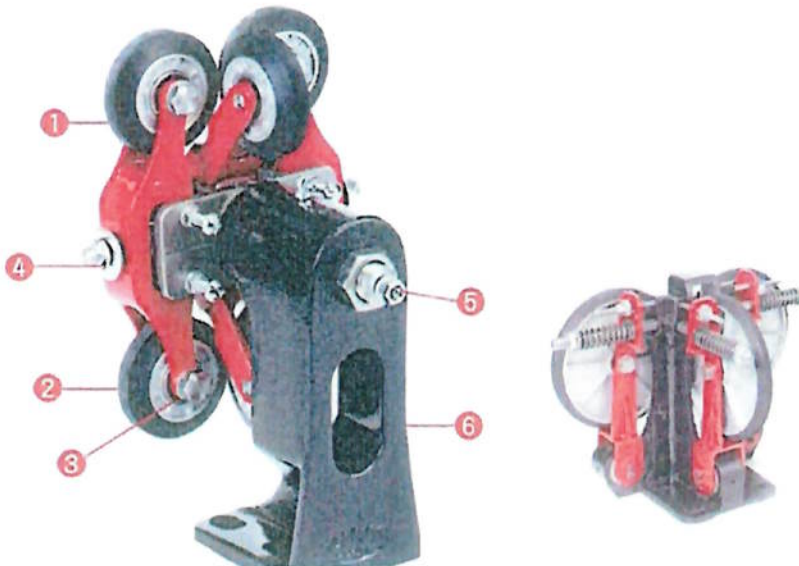
REFERENCE:

Vertical Transportation Maintenance Agreement Contract Number 42149339 Executed 23 day of August 2022 for the City Of Murfreesboro. In Compliance with Reference OMNIA Agreement EV2516 .

Object: We propose to furnish and install the necessary labor, materials, tools and supervision to perform the following work on elevator all 3 passenger elevators at Murfreesboro City Hall.

KONE will furnish and install 4 new roller guides on the #1,2,3 passenger elevator. The new roller guides will have multiple pivot guides that will have multiple pivot points to allow the roller guides to act as buffers as the car travels the hoist way and rides on existing rails.

Over the course of time, buildings settle and as they settle, the guide rails come out of alignment. This elevator currently has slide guides, so this addition to the elevator will provide an improved ride quality as well as a reduction in the hoist way noise as the car travels the hoist way.



Price

Our total price to perform the above-mentioned work amounts to: \$51,068.76 plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

Down Payment

The above quoted price is based on a \$25,534.00 down payment, due before the order will be processed. Once the proposal is signed and loaded into our system a down payment invoice will be issued. KONE reserves the right to delay ordering of material or commencing work until down payment is received. In the event the order is cancelled by the Customer, Customer shall reimburse KONE for all work performed and materials ordered as of the date of cancellation and Customer shall pay KONE a cancellation fee of 50% of the order value.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of City Of Murfreesboro

Respectfully submitted by,
KONE Inc.

(Signature)

Elijah McPherson, Account Manager

(Print Name)

(Approved by) Authorized Representative

(Print Title)

(Title)

Date

Date

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.



Elevators Escalators

11/25/2025

MURFREESBORO CITY HALL
111 W Vine St
Murfreesboro, TN 37130-3573

KONE Inc.
738 Melrose Avenue
Nashville, TN 37211
Mobile (615)-987-4234
www.kone.com
Elijah.Mcpherson@kone.com

REFERENCE: Roller Guide Conversions at MURFREESBORO CITY HALL 111 W Vine St,
Murfreesboro, TN 37130-3573

OBJECT: TO REFERENCE MRSP VS OMNIA DISCOUNT.
The price below is to reference KONE's MRSP installation of the Work Referenced Above.

Vertical Transportation Maintenance Agreement Contract Number 42149339 Executed 23 day of
August 2022 for the City Of Murfreesboro. In Compliance with Reference OMNIA Agreement EV2516.

| Price Per elevator | Per Unit | Price Total |
|--------------------|--------------|--------------|
| MSRP | \$ 22,811.44 | \$ 68,434.32 |
| | \$ | \$ |
| OMNIA PRICE | 17,022.92 | 51,068.76 |
| | \$ | \$ |
| Savings | 5,788.52 | 17,365.56 |

Respectfully,
KONE Inc.

Elijah Mcpherson
Sales Representative

**Agreement for
Installation of Roller Guides in Murfreesboro City Hall Elevators**

This Agreement 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 (the "City"), and **KONE, INC.**, a corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This Agreement;
- City of Kansas City Master Contract (reference GENRL-EV2516) dated December 1, 2018, hereinafter, "Master Contract";
- Contractor's Proposal, KONE Opportunity #0016872977 dated September 8, 2025, including attendant KONE terms and conditions (the "Proposal"); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and to perform the installation services ("Services") as described in Contractor's Proposal dated September 8, 2025, for the installation of four new roller guides on passenger elevators #1, #2, and #3 at Murfreesboro City Hall.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.

3. The Goods identified in the Scope of Work will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the City from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the City free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the City's payment for the Goods; and that the Goods do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant to this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.
5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.

f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.

g. Use of Premises.

1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

h. Safety and Protection.

1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect

them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term**. The term of this Agreement shall be One Hundred Twenty (120) days from the Notice to Proceed. Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- 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.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's Proposal, which reflects a **total price of \$51,068.76**. Any increase to the total price of \$51,068.76 shall first require pre-authorization by the City in the form of a written change order. Any expenditures made or obligations undertaken by Contractor that increases the total price of \$51,068.76 without first being approved by an authorized representative of the City as described herein shall become the responsibility of the Contractor at its sole cost and expense. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Facilities Maintenance Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accounts payable@murfreesborotn.gov.
4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must provide an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro and its elected officials, officers, employees, representatives and agents." Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration. Certificates of Insurance should be sent to: coi@murfreesborotn.gov. Certificates of Insurance should identify the Project and reference the contract date.
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.
6. **Notices.**
- Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

If to Contractor:

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

KONE, INC.
Attn: Barry Lambert
738 Melrose Avenue
Nashville, TN 37211
Barry.Lambert@kone.com

7. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
9. **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.
10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
12. **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.
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.

14. **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.
15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
16. **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.
17. **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.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **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.
20. **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.
21. **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.

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

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

CITY OF MURFREESBORO, TENNESSEE KONE, INC.

By: _____
Shane McFarland, Mayor

By: Barry Lambert
Barry Lambert (Dec 5, 2025 14:01:23 CST)
Barry Lambert, General Manager, Services and Solutions

Approved as to form:

Adam F. Tucker
Adam F. Tucker, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

- 2. Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. **Auto Liability Insurance**

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. **Term of Coverage**

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. **Subcontractor and Lower-Tier Entities Insurance Requirements**

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.
- 6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:
 - 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
 - 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
 - 6.3 Include the Project per aggregate endorsement;
 - 6.4 Waive all rights of subrogation against the Owner;
 - 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
 - 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.
- 7. **Certificates and Endorsements**
 - 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
 - 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
 - 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.
- 8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. **Suppliers and Materialmen Coverages**

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. **Condition Precedent to Starting Work**

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

11. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

12. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

13. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

14. **Performance Bond and Payment Bond.**

14.1 The Contractor shall provide surety bonds as follows:

| Type | Penal Sum (\$0.00) |
|---------------------------------|----------------------|
| Performance Bond | 100% of Contract Sum |
| Labor and Material Payment Bond | 100% of Contract Sum |

- 14.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.
- 14.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.
- 14.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
- 14.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Use of Request for Competitive Sealed Proposals for Firearms Auction for Police Department

Department: Purchasing

Presented by: Cathy Smith, Director

Requested Council Action:

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

Summary

Consider using the Request for Competitive Sealed Proposals (RFCSP) for firearms auction services.

Staff Recommendation

Approve the use of RFCSP process for the Police Department to contract for auction services for confiscated firearms.

Background Information

The Police Department would like to contract with a licensed auction service provider to assist with auctioning confiscated firearms. In accordance with T.C.A. 39-17-1317, the City can sell confiscated firearms at public auction with the proceeds to be deposited in the municipal general fund and used for law enforcement purposes. The Purchasing Department requests to use the RFCSP form of procurement to choose the auction service provider, as it allows for the evaluation of vendors' qualifications, experience, and licensing, in addition to pricing.

Pursuant to state statute and City Code, Council approval is required to use the RFCSP process for procurement.

Council Priorities Served

Responsible budgeting

By using this procurement method, Purchasing can assist the department in achieving a more qualified pool of proposals, which allows staff to choose the vendor that provides both the required expert services and beneficial pricing.

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Violent Crime Intervention Fund Zip Code Grant Contract

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Consider the Violent Crime Intervention Fund (VCIF) Zip Code Grant contract with the State of Tennessee.

Staff Recommendation

Approve the VCIF grant contract.

Background Information

MPD has been awarded \$1,500,000 as part of Gov. Bill Lee's VCIF Zip Code grant to assist law enforcement in reducing violent crime in our community. This is a three-year term grant ending June 30, 2028. Allowable expenditures include software, training, safety equipment, firearms and equipment to support Rapid DNA testing.

Council Priorities Served

Maintain public safety

Equipment purchased by the VCIF will enhance public safety by providing crime investigation tools and data analytics for crime solvability.

Fiscal Impacts

Grant revenue and expenditures for MPD increase by the grant amount, \$1,500,000.

Attachments

1. Award Letter
2. Governmental Grant Contract
3. VCIF Certifications

MEMORANDUM

00188

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Ronald G. Williams Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal

DATE: November 21, 2025

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed **contract under a DGA** for processing and entering into Edison.

Grant Award Type: VCIF Zip Code

DGA #:87097 - VCIF(END-6/30/2030)

Authorized Agency: City of Murfreesboro

Edison ID#: 00188

County Location: 75000

Category #: VCIF Law Enforcement - 92101504

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

This Grant includes indirect costs: ☐ Yes ☒ No

This is a VOCA grant that contains a Match Waiver:

☐ Yes ☒ NoFor questions or assistance regarding this contract, please contact Aimee Curley at aimee.curley@tn.gov**STATE AGENCIES ONLY****Match Source (select all that apply)**☐ Cash☐ In-Kind☐ Miscellaneous Appropriations**Positions (if applicable)**

Number of Full-Time: _____

Number of Part-time: _____

| | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------|--------------------------|--------------------------|------------------------------------|
|  GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) | | | | | |
| Begin Date 07-01-2025 | | End Date 06-30-2028 | | Agency Tracking # | |
| | | | | | Edison ID 00188 |
| Grantee Legal Entity Name City of Murfreesboro | | | | | Edison Vendor ID 4110 |
| Subrecipient or Recipient <input type="checkbox"/> Subrecipient | | Assistance Listing Number: N/A | | | |
| <input checked="" type="checkbox"/> Recipient | | Grantee's fiscal year end: June 30 | | | |
| Service Caption (one line only) | | | | | |
| FY26 VCIF Zip Codes, | | | | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Grant Contract Amount |
| FY26-FY28 | \$1,500,000.00 | | | | \$1,500,000.00 |
| TOTAL: | \$1,500,000.00 | | | | \$1,500,000.00 |
| Grantee Selection Process Summary | | | | | |
| <input checked="" type="checkbox"/> Competitive Selection | | The Competitive Selection process utilized was as per the DGA. | | | |
| Non-competitive Selection | | | | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. | | | CPO USE - GG | | |
| Speed Chart FA00003784 | | Account Code City - 71302000 | | | |

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, 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 administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, 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 comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Law Enforcement Zip Code Grants (VCIF ZC) is to combat violent crime by supporting local law enforcement agencies, including drug task forces.
 1. The grantee shall be required to:
 - i. Demonstrate they have entered into a 287(g) agreement with the federal government; and
 - ii. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 - iii. Retain inventories and other records of purchases made and services provided using grant funds.
 - iv. Upon receipt, place all grant funds, including Program Income as defined in the contract, into an interest-bearing account where it must remain until such time as the funds are needed for the purposes set out in this contract between the State and the Grantee.
 2. Any change in terms or conditions will require a contract amendment.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF AGREEMENT:

B.1. This Grant Contract shall be effective on 07/01/2025 ("Effective Date") and extend for a period of thirty six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) ("Maximum Liability").

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 – Total Advance Payment. Grant funds are for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

C.4. 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. Reserved.

C.6. Reserved.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").

- C.8. Indirect Cost. Should the Grantee utilize the advance payment 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 only apply the indirect costs in accordance with the approved indirect cost rate. 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 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. 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 paid to the Grantee shall be subject to re-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.

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. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- 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:

Aimee Curley, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue,
Suite 1800
Nashville, Tennessee 37243-1102
Email: aimee.curley@tn.gov
Telephone # (615) 532-2277

The Grantee:

Jenny Licsko, Public Safety Finance Manager
City of Murfreesboro Police Department
1004 N. Highland Ave.
Murfreesboro, 37130
Email dlcsko@murfreesborotn.gov
Telephone # (629) 201-5575

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant

laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present 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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may

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

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

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

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the

State, in writing, of any equipment or motor vehicle loss describing reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a

public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasi-governmental 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. 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 of 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.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.

E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.5. Suspension of Payment.

- a. In addition to termination of this Grant Contract for convenience or for cause, the State may suspend payment under this Grant Contract upon one or more of the following occurrences:
 - i. Grantee's failure to comply with the terms of Section A of this Grant Contract;
 - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State; or
 - iii. Grantee's failure to comply with any terms or Sections of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
- b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days and the suspension of payments does not prohibit the State from exercising any other rights or seeking other remedies available to it, including the termination of this Grant Contract for convenience or for cause as provided in Section.

- E.6. Program Income. Program Income means gross income earned by Grantee that is generated by a grant-supported activity or earned as a result of the grant award during the original term of the grant contract and approved extension periods, including accrued interest and proceeds from the sale of real property. Program Income is added to the total allowable costs, increasing the overall total amount of the grant award.

Upon receipt, the Grantee shall place all grant funds, including Program Income as defined herein, into an interest-bearing account where it must remain until such time as the funds are needed for the purposes set out in this contract between the State and the Grantee. In the event any portion of the grant funds and Program Income is not expended during the original term of this grant contract, the unexpended portion may be required to be returned to the State unless an extension period is authorized by the State.

Contractors or subrecipients of Grantee that draw down grant funds in advance must follow the same requirement to establish and hold grant funds and Program Income in an interest-bearing account. Contractors or subrecipients must return all unexpended grant funds and Program Income to Grantee upon the expiration of the term of this grant contract.

- E.7. 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.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
(signature page follows)

E.8. Monitoring Sub-Contractors.

- a. The Grantee shall develop written procedures for monitoring all of its State-approved subcontractors. The procedures must clearly outline the process for assuring that all subcontractors are in compliance with the terms of this contract, and with the OCJP Grants Manual and with applicable state and federal requirements.
- b. The Grantee shall have an established quality assurance/quality improvement plan for all subcontractors; and
- c. The Grantee shall also maintain an internal quality improvement process that assesses the overall quality and performance of its subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

Shane McFarland, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JAMES E. BRYSON, COMMISSIONER

DATE

APPROVED AS TO FORM

Adam F. Tucker

Adam F. Tucker, City Attorney

Scope of Services/Project Narrative

PROBLEMS AND NEEDS**Funding Focus**

Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TIBRS) data, local law enforcement data, and local court data.

The City of Murfreesboro, the 6th largest City in Tennessee, is in the geographic center of the State and serves as the county seat for Rutherford County. Our easy accessibility from interstate I-24 and its proximity to Nashville make Murfreesboro a prime location for residential and commercial growth, as well as generating a large influx of visitors and tourists into the community. The 2020 U.S. Census reported a population of 152,769, representing a 40% growth from the 2010 census. Our current estimated population is 168,387 with annual protection growth rate of 3.3%. 71% of the population is white, 19% black, and 3% Asian. 7.7% percent of the population identifies as Hispanic.

Murfreesboro Police Department covers approximately 64 square miles within the city boundaries. The department is organized into five (5) divisions: Uniformed Division, Criminal Investigations Division, Administrative Services Division, Operations Division, and Emergency Communications Division. When fully staffed, the Police Department is the City's largest operating department, with 344 sworn officers, 45 emergency communications staff, 44 non-sworn support staff, 43 part-time staff, and two parking enforcement staff.

Due to rapid population growth, MPD has fallen below its preferred staffing ratio of 2.1 officers per 1,000 residents, leaving the Uniformed Division understaffed. To address this, MPD's strategic growth plan includes hiring approximately 15 officers annually. In support of this initiative, the department was recently awarded federal funding through the COPS Hiring Program to add 17 officers in FY27.

During the 2024/2025 fiscal year (July 1-June 30), Officers responded to 109,431 calls for service (about 310 calls per day) and completed 15,378 official police reports.

MPD's vigilant efforts to be proactive and stay on top of relevant trends and resources have helped in curtailing and managing crime in the community. MPD data shows decreases in crime from 2023 to 2024. In 2023 Criminal Homicide was 11, in 2024 that was 5; Rape 90 (2023) to 74 (2024); Robbery 62 (2023) to 50 (2024); Burglary 332 (2023) to 288 (2024); Aggravated Assault 630 (2023) to 585 (2024), Motor Vehicle Theft 410 (2023) to 341 (2024); and Larceny (except motor vehicle theft) 3233 (2023) to 2814 (2024). The number of reported shootings that occurred in our jurisdiction during 2023 was 102, that number fell to 72 in 2024.

According to 2024 TBIRS Violent Crime data: 60% of the five reported murders were cleared, all involving firearms; 178 non-consensual sex offenses were reported, with a 14.04% clearance rate, a 10.55% decrease from 2023; 578 aggravated assaults were reported, with a 43.43% clearance rate and a 2.53% year-over-year decrease. The majority of aggravated assaults occurred over the weekend, with the primary age of victims being 25-34.

Please select the project type your agency is applying for funding:

Local or County law enforcement activities

Based on the information provided above, please identify which target crime types, victim types, hot spots, and/or other areas and issues of particular interest VCIF funding will help to address.

The Murfreesboro Police Department (MPD) remains committed to taking a proactive and progressive approach to reducing Part I crimes, with a particular focus on gun-related offenses, aggravated assaults, and narcotics-related activity.

Hotspot mapping conducted from October 15, 2024, to October 15, 2025, reveals concentrated areas of criminal activity. One of the most prominent hotspots is located north of the Middle Tennessee State University (MTSU) campus. This area is densely populated with townhomes and apartment complexes that primarily serve college students and offer some of the most affordable rental options in the city. This neighborhood was also identified as a concern during last year’s Violent Crime Intervention Fund (VCIF) cycle, and the intensity of criminal activity has increased since then.

Another significant hotspot is the growing commercial corridor along Medical Center Parkway, which includes retail stores, hotels, and restaurants that attract out-of-town visitors and tourists. Additionally, Church Street and Interstate 24 area has seen increased criminal activity, largely due to the presence of several low-cost motels that often serve individuals and families experiencing homelessness. A further area of concern includes the neighborhoods surrounding SE Broad Street, Martin Luther King Jr. Boulevard, and Bradyville Pike. This region is primarily residential, consisting of older, established neighborhoods with a low to moderate income base.

The rise in crime within our residential areas underscores the need for increased patrol resources, advanced technology, and enhanced equipment to support officer safety, improve investigations, and increase crime solvability. Murfreesboro’s location along a major interstate and its attractive amenities also draw more sophisticated criminal elements, requiring modern tools and strategies to prevent, track, investigate, and resolve emerging and complex criminal activity.

In the table below, please select all counties that will be served by grant funding.

County Location information

| County | Congressional District |
|------------|------------------------|
| Rutherford | 4 |

PURPOSE

With the Goal of reducing violent crime, describe how this funding will have long term impact on the violent crime in your region.

The Violent Crime Intervention Fund (VCIF) provides a vital opportunity for MPD to acquire essential policing equipment and software infrastructure that enhance our operational effectiveness, real-time intelligence, and improve crime solvability. Despite Murfreesboro's rapid population growth and increasing number of visitors and tourists, our crime rates continue to decline, demonstrating the success of our proactive and strategic approach to public safety.

Investing in adequate protective resources, including weapons, radios, safety gear, investigative software, and specialized equipment like Rapid DNA testing, enables us to implement progressive long-term solutions that keep us ahead of evolving crime trends and maintain our ability to effectively address violent crime. Our long-term impacts include accelerated case resolution; comprehensive situational awareness and response for improved public safety; tracking, disruption and elimination of violent crime activity; maintaining a proactive stance through real-time intelligence; and anticipating and responding with efficiency.

With this funding, MPD has prioritized the purchase of:

- New service weapons (Glock 9mm pistols equipped with lights and optics)
- AR-platform carbine rifles for every patrol vehicle (including optics, slings, sights, suppressors, and lights)
- Crime investigation software (e.g., Penlink) for evidence analysis, online investigation and cyber forensics tools
- Equipment to support Rapid DNA testing

We anticipate fully utilizing our allocation in these categories. However, we have also identified secondary priorities, including safety equipment, Officer training, and additional radios. This comprehensive investment will significantly enhance officer protection, investigative capabilities, and overall crime solvability, ensuring a state-of-the-art response to the challenges posed by violent crime. With the Goal of reducing violent crime, describe how this funding will have long term impact on the violent crime in your region.

Project Design: At the time of this application please check which allowable use categories you believe will fit your needs. Check all that you think may apply. **At least one box must be checked:**

Personnel Costs. Examples include but are not limited to: salaries and overtime to support project staff

☐ Personnel Costs. Examples include but are not limited to: salaries and overtime to support project staff

Safety Equipment. Examples include but are not limited to: ballistic shields,, ballistic vests/helmets, tasers, less-lethal launchers, active shooter kits, etc.

☒ Safety Equipment. Examples include but are not limited to: ballistic shields,, ballistic vests/helmets, tasers, less-lethal launchers, active shooter kits, etc.

Training. Examples include but are not limited to: training simulators, field training

☒ Training. Examples include but are not limited to: training simulators, field training

Equipment to support Digital Forensic Investigations

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 4)

☐ Equipment to support Digital Forensic Investigations

Equipment to support Rapid DNA Testing

☒ Equipment to support Rapid DNA Testing

Equipment to support Rape Kit Testing

☐ Equipment to support Rape Kit Testing

Equipment to support Forensic Investigating

☐ Equipment to support Forensic Investigating

P25 Compliant Radios (Radios purchased with grant funds must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms)

☒ P25 Compliant Radios (Radios purchased with grant funds must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms)

Vehicles (must be clearly marked with branding consistent with agency's other fleet vehicles)

☐ Vehicles (must be clearly marked with branding consistent with agency's other fleet vehicles)

Firearms

☒ Firearms

Shot spotter technology

☐ Shot spotter technology

Pole cameras/mounted cameras

☐ Pole cameras/mounted cameras

Body-worn cameras/vehicle cameras

☐ Body-worn cameras/vehicle cameras

Specific assistance to victims of crime (housing vouchers, transportation assistance, etc.)

☐ Specific assistance to victims of crime (housing vouchers, transportation assistance, etc.)

Lighting and Electrical. To improve natural surveillance capabilities, such as a “Hot-Spot” Street-Lighting Upgrades

☐ Lighting and Electrical. To improve natural surveillance capabilities, such as a “Hot-Spot” Street-Lighting Upgrades

Security Infrastructure/Fixed Surveillance Infrastructure. Including but not limited to security fencing, cameras, motion sensors, gunshot detection, etc.

☐ Security Infrastructure/Fixed Surveillance Infrastructure. Including but not limited to security fencing, cameras, motion sensors, gunshot detection, etc.

Traffic-Calming / Protective Hardware and other Traffic Control Measures

☐ Traffic-Calming / Protective Hardware and other Traffic Control Measures

Bike & Pedestrian Infrastructure and Site Utilities

☐ Bike & Pedestrian Infrastructure and Site Utilities

Landscaping

☐ Landscaping

Cleaning/sweeping/waste removal

☐ Cleaning/sweeping/waste removal

Evidence-based programming provided directly to individuals, such as youth programming, mental health supports, career readiness, outreach, etc.

☐ Evidence-based programming provided directly to individuals, such as youth programming, mental health supports, career readiness, outreach, etc.

Evaluation costs. To measure pre-and-post intervention conditions and demonstrate impact

☐ Evaluation costs. To measure pre-and-post intervention conditions and demonstrate impact

Construction

No

Please describe any other expense types that are not listed above. Type N/A if no other expenses are planned at this time:

Software (i.e. investigation software such as Penlink).

COLLABORATION ACTIVITIES (REQUIRED)

Describe **any formal partnerships with local community partners** (mental health, substance abuse, housing, jobs training, volunteer agencies, etc.) that your agency **plans to utilize for the purposes of this project**, please attach copies of any current formal agreements (MOUs).

Attention: A local government is authorized to subcontract with a third-party for-profit or nonprofit organization to provide programs and services; provided that the third party is duly licensed to do business in the State of Tennessee and that all programs and services performed pursuant to a grant agreement or subcontract must comply with all applicable local, state, and federal law in performance of the grant funded project. If a local government contracts with a Business Improvement District or entity managing Business Improvement Districts to provide grant funded services, those entities must comply with all terms of the original grant contract in the same manner as if they had received the grant directly.

Describe any subcontract partnerships with third-party for-profit or nonprofit organizations or local governments that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support in the 'Upload Files' of the application.

There are no formal partnerships that will be entered into with VCIF funding from this project. This section is not applicable to our VCIF Project.

This section is for informational purposes only. No data entry required.

A quarterly report is due to the state 30 days following the close of any quarter.

This report shall be in a format prescribed by the state. Items required by the state shall include but may not be limited to:

- Organization Name
- List of purchases made using grant funds during the previous quarter
- Which "allowable use" category each purchase is tied to
- Back-up documentation (receipt, proof of payment, etc.) for every purchase listed
- Narrative statement of progress toward Goal(s) in the 'Project Purpose' section
- Progress photos, where applicable

I have read and agree to the above statement.

TRUE

Instructions for Completing the Certification Forms

- Read the certifications thoroughly prior to completing the certification documents.
- Please ensure that the **Authorized Official** (the same person who signed the Grant Contract) signs each certification.
- Agencies should review the certifications to ensure they are completed in full with signatures and dates.
- Agencies should make a copy of the completed certifications and keep them in their agency grant file.
- Completed certification forms should be returned to OCJP prior to project activities commencing. Please return entire document - stand-alone signature pages will not be accepted.

**Violent Crime Intervention Fund &
Downtown Public Safety Grant Equipment
Certification**

Pursuant to Title III-22 Items 23a-b to the Department of Finance and Administration, Office of Criminal Justice Programs, identified in the 2025-2026 Budget Document, the Violent Crime Intervention Fund (VCIF) and Downtown Public Safety (DPS) Grants shall be used for the sole purpose of decreasing violent crime and increasing downtown public safety. All recipients of VCIF or DPS grants **shall certify to abide by the following applicable requirements for all equipment, materials, technology, and other expenses funded in whole or in part with VCIF or DPS grant funds, at any point throughout the life of the grant.**

As an authorized representative of an agency receiving a VCIF or DPS grant, I certify that this agency shall:

1. Have and maintain a current certification by the Tennessee Association of Chiefs of Police or Tennessee Sheriff's Association throughout the life of this grant, as applicable, regarding its Use of Force and Duty to Intervene and Render Aid policies.
2. Comply with all applicable law regarding use of force and certification of use of force policies, including but not limited to TCAs 38-3-121, 38-8- 101, 38-8-113, 38-8-127:130, and 40-6-105.
3. Limit the use of all VCIF-grant funded equipment, materials, and technology only to those Agency employees with active certification by the Tennessee Police Officer Standards and Training (POST) Commission, or those Agency staff employed by the grantee Agency to work within the programs or units identified to receive said equipment in the Purpose section of the contract, and maintain or develop standard operating procedures for said equipment (see Schedule A, below).
4. Comply with all applicable federal and state laws (including, but not limited to, Federal Aviation Administration [FAA] and other Federal agency requirements, Tennessee Code Annotated, and State of Tennessee agency regulations and rules), including but not limited to TCA 39-13-609 specific guidance with regard to usage of unmanned aerial vehicles/drones (UAVs).
5. Comply with all local county/municipal government rules and ordinances governing procurement, use, inventory, and storage of the grant funded equipment and services purchased with grant funds.
6. Comply with all applicable agency policy, procedure, and protocol related to the acquisition, use, maintenance, storage, and disposition of the grant funded equipment and services, including developing and implementing policies and procedures required by state, federal, or local law or ordinance, the agency's contract, the OCJP Grants Manual, and Schedule A of this certification.
7. Provide all employees training regarding appropriate use of VCIF- or DPS-funded equipment prior to the use of such equipment.
8. Utilize all equipment, materials, technology, and other expenses funded in whole or in part with VCIF or DPS funds only for its expressed intended scope and purpose as outlined in the Purpose section of the contract during the life of this grant and all extensions of the grant period.

9. Provide notice of any agency non-compliance with certifications number 1-8 above to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided in the contract immediately upon discovery of said non-compliance, and provide a detailed report outlining said non-compliance no later than 48 hours from discovery, unless an extension is granted to the Agency.
10. Provide notice of the death of any person related to the use of any grant funded equipment, program, or service to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said death; submit a detailed report outlining the circumstances surrounding said death no later than 48 hours from discovery unless an extension is granted to the Agency; and submit notice to Tennessee Bureau of Investigation (TBI) of said death, per the requirements of the Death in Custody Reporting Act ([DCRA; Public Law 113-242](#)).

By my signature below, I acknowledge that I have read and understand the requirements and obligations stated in this certification document, including Schedule A and Attachment A to the VCIF or DPS contract, and, as the duly Authorized Official for the agency, I certify that the agency shall comply with all the stated requirements and obligations.

I further expressly acknowledge and agree that the agency is bound by the stated requirements and obligations now and unless stated otherwise above after the expiration of the VCIF or DPS funding contract and that these provisions form a material part of the consideration for the award of VCIF or DPS grant funds appropriated.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Schedule A – Agency Policies and Protocols for certain applicable VCIF- or DPS-funded Equipment & Technology

Prior to the use of VCIF- or DPS-funded Equipment, Technology, or Services, the Agency shall have in place official Standard Operating Procedures (SOP) that specifically govern the following subject matter as outlined below:

1. **Training on Appropriate Use of VCIF- or DPS-funded Equipment:** When developing the SOP outlining appropriate use of VCIF- or DPS-funded Equipment, VCIF- or DPS-funded agencies should examine scenarios in which VCIF- or DPS-funded equipment will likely be deployed and the decision-making processes that will determine whether such equipment is used. Protocols should consider opportunities to build community trust and positive interactions between law enforcement and their community.
2. **Supervision of Use:** The SOP must specify what constitutes appropriate supervision of personnel operating or utilizing VCIF- or DPS-funded equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. SOP must describe when a supervisor of appropriate authority is required to be present and actively overseeing the use of the equipment in the field.
3. **Effectiveness Evaluation:** The SOP must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of VCIF- or DPS-funded equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often such equipment is used or whether such equipment is used more frequently in certain law enforcement operations or in particular locations.
4. **Auditing and Accountability:** The SOP must include strong auditing and accountability provisions that state that the VCIF- or DPS-funded agency personnel must agree to adhere to agency, state, local, tribal, territorial, and Federal law and policies associated with the use of VCIF- or DPS-funded equipment and acknowledge and agree that they will be held accountable for failure to do so.
5. **Use of Force:** The SOP shall mandate compliance with Agency's Use of Force and Duty to Intervene and Render Aid policy when using VCIF- or DPS-funded equipment.
6. **UAV Coordinator:** The SOP must delegate a UAV coordinator to develop and manage drone policies and procedures, update policies for compliance with federal, state, and local laws and regulations, and ensure operators are trained and certified. Specifically, the Coordinator must ensure that the agency complies with all registration and certifications administered by the [FAA and all Certificates of Waiver or Authorization \(COA\)](#) for specific UAV activities; implements a prohibition on the intentional recording or transmission of images of any location where a person would have a reasonable expectation of privacy absent exigent circumstances, or a warrant; and implements a prohibition on weaponization of drones.
7. **Recordkeeping:** The SOP shall include a document and data retention requirement for all requests, authorizations, deployment use, maintenance, evidence, and data related to the acquisition, purchase, or use of all VCIF- or DPS-funded equipment and technology that satisfies all applicable legal retention requirements.

Use of State Contracts for Law Enforcement Radios

Equipment Purchase Certification

On behalf of the applicant entity named below, I certify the following to the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs (OCJP):

I have personally read and reviewed the solicitation section entitled “Fund Source Description and Specific Requirements” subsection entitled “Equipment and Technology Purchases” in the grant solicitation for the FY26 VCIF Zip Codes and/or FY26 Downtown Public Safety Grants. I understand that if radios are purchased with grant funds, the radios must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms. I certify our agency will comply with the purchasing of said items under the regulations outlined in the grant solicitation.

I acknowledge that a failure to comply with the purchasing requirements outlined in the solicitation regarding law enforcement radios will result in questioned costs associated for each item not in compliance and our agency will be required to reimburse the State for those costs incurred. I further understand the preference for other desired equipment to be purchased from state contract or cooperative agreement when applicable.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Criminal Justice Programs for VCIF or DPS Grant funding).

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Program Income & Interest Certification

On behalf of the applicant entity named below, I certify the following to the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs (OCJP):

I have personally read and reviewed the solicitation section entitled “Fund Source Description and Specific Requirements” subsection entitled “Program Income” in the grant solicitation for the FY26 VCIF Zip Codes and/or FY26 Downtown Public Safety Grants. I understand that all funds received, including Program Income, shall be placed in an interest-bearing account upon receipt, and remain until such time as they are needed for the purposes set out in the contract between the State and Applicant. If any portion of the grant funds and Program Income is not expended during the original term of the grant contract, the unexpended portion plus any accrued interest may be required to be returned to the State.

I further understand that “Program Income” means gross income earned by Applicant that is generated by a grant-supported activity or earned as a result of the grant award during the period of performance and approved extension periods, including accrued interest.

I acknowledge that a Program Income Report is required to be submitted as part of my agency’s quarterly reporting requirement, and that failure to comply with said reporting requirements or to provide a full accounting of grant-related Program Income, including interest, may result in suspension or termination of the grant contract.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Criminal Justice Programs for VCIF or DPS Grant funding).

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Mandatory Referral for Dedication of Electric Easement along Wilkinson Pike

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow dedication of an electric easement on City-owned property located along the south side of Wilkinson Pike.

Staff Recommendation

Approve the mandatory referral request.

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

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of an electric easement for use by Middle Tennessee Electric (MTE) on property that the City owns along the south side of Wilkinson Pike. The property in question is developed with an MWRD sewer pump station. The City plans to construct improvements to Wilkinson, which will necessitate the relocation of MTE's existing electric line southward. The proposed easement will be recorded to house the new electric line.

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

1. Any landscaping damaged in the process of constructing the electric infrastructure shall be replaced with landscaping acceptable to MTE and as agreed upon by MWRD and the City Engineer.
2. The applicant shall be responsible for submitting to the City Legal Department any documents necessary in order to dedicate the proposed easement, and any such documents shall be subject to the final review and approval of the City Legal Department.
3. The applicant shall be responsible for recording the document, including payment of the recording fee.

Council Priorities Served*Expand Infrastructure*

The proposed easement dedication will assist MTE with infrastructure improvements in the conjunction with the City's Wilkinson Pike road improvement project.

Attachments:

1. Planning Commission staff comments from 12/03/2025 meeting
2. Letter from MTE
3. Exhibits of the proposed easement
4. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 3, 2025
PROJECT PLANNER: STEPHEN ANTHONY**

- 6. a. Mandatory Referral [2025-717] to consider the dedication of an electric easement on City-owned property located along Wilkinson Pike, Middle Tennessee Electric applicant.**



In this mandatory referral, the Planning Commission is being asked to consider the dedication of an electric easement for Middle Tennessee Electric (MTE) on City-owned property located at 2335 Wilkinson Pike. The purpose of this easement relocation is so that the electric infrastructure can be relocated southward so that it will no longer be in conflict with the City of Murfreesboro's road widening project on Wilkinson Pike.

The property in question is currently developed with a Murfreesboro Water Resources Department (MWRD) sanitary sewer pump station. In 2006, when it was constructed, landscaping was required along the north and west property lines to screen the pump station. The relocation of the electric line will require the removal of some of the existing vegetation. Staff recommends that it be replaced in conjunction with the road project with vegetation that is acceptable to both MTE and MWRD.

An exhibit showing the location of the proposed electric easement relocation is included in the agenda materials as is a letter from MTE.

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

1. Any landscaping damaged in the process of constructing the electric infrastructure shall be replaced with landscaping acceptable to MTE and as agreed upon by MWRD and the City Engineer.
2. The applicant shall be responsible for submitting to the City Legal Department any documents necessary in order to dedicate the proposed easement, and any such documents shall be subject to the final review and approval of the City Legal Department.
3. The applicant shall be responsible for recording the document, including payment of the recording fee.

.

November 6, 2025

RE: City of Murfreesboro
Parcel: 079 09302

To whom it may concern,

Middle Tennessee Electric is planning to relocate our current overhead power line along Wilkinson Pike to deconflict with the Murfreesboro City's road widening project. (shown in map).

MTE is requesting a signed easement for these relocated overhead facilities.

We appreciate your help, as we rely heavily upon the cooperative spirit of our membership.

Sincerely,

Mark Champion

Mark Champion
System Designer
615-217-5282

Right-of-Way

Easement

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



Service Location # 6000186430 Meter Set SO # _____ WO# 15853499 Take-Off ☐

Grantor: City of Murfreesboro And/by _____

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

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

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

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

County Rutherford State of Tennessee Tax Map: 079 Group: _____ Parcel: 093.02

Address 2335 Wilkinson Pike Murfreesboro 37129
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 643, Page 2807, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

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

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

Print Name/Title of Authorized Signatory _____

Print Name/Title of Authorized Signatory _____

Legal Signature _____

Legal Signature _____

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

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

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

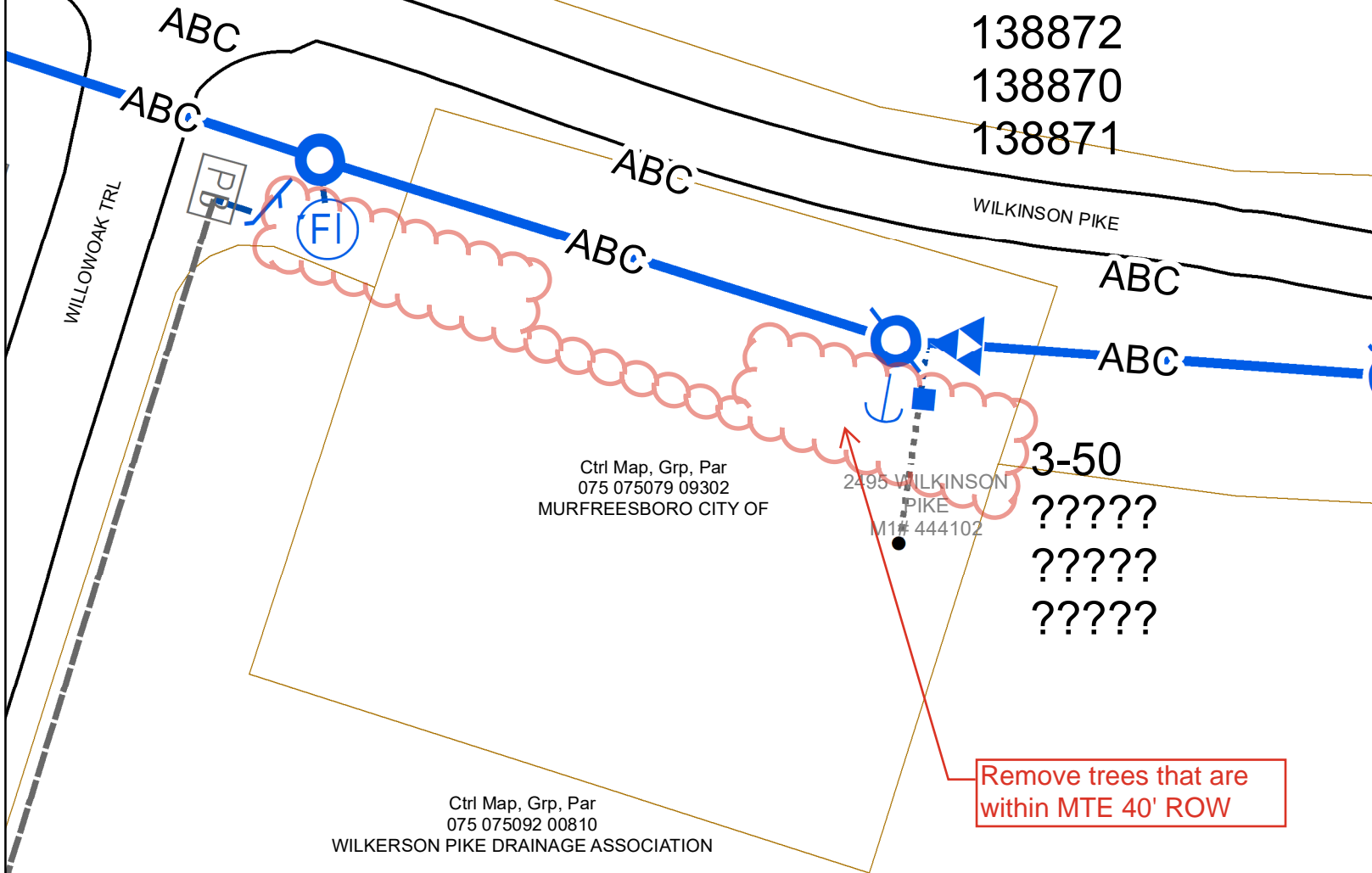
Notary Signature _____ My Commission Expires _____

Notary Signature _____ My Commission Expires _____

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075 075079 06303
KETRON WILLIAM F JR ETUX THERESA

Ctrl Map, Grp, Par
075 075079 06500
UNITED STATES OF AMERICA

3-50
138872
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138871



Legend

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

Disclaimer:
Middle Tennessee Electric Membership Corporation ("MTE") makes no representation, warranty, or certification as to map accuracy, including, but not limited to, its accuracy as to underground conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. This exhibit is not intended to be an ALTA/ACSM, Category I Boundary, or any other type of land survey. The drawing is not to scale. The location of the easement centerline and/or easement dimensions as shown are approximate and may vary with actual construction. After actual construction, the as-built electric lines and/or equipment shall be deemed to be the centerline of the easement. MTE expressly disclaims liability for any errors or omissions.

Initials: _____

Job Number: 15853499

Location: Wilkinson Pike Intersec. Widenin

Description:

Map: 5350-E

Scale: 1 inch = 50 feet

Print Date: 10/22/2025



Exhibit "1"

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Schools Purchase of Two 2026 Ford Transit-250 Cargo Vans

Department: City Schools

Presented by: Trey Duke, Director of Schools

Requested Council Action:

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

Summary

The City, through its Purchasing Department, completed the procurement process for two (2) new 2026 Ford Transit-250 Cargo Vans to support the Murfreesboro City Schools Maintenance Department fleet.

Staff Recommendation

Approve the contract for the purchase of two (2) new 2026 Ford Transit-250 Cargo Vans for use by City Schools.

Background Information

Murfreesboro City Schools requests approval to purchase two (2) new 2026 Ford Transit-250 Cargo Vans, Medium Roof 148" WB (R1C), for use within the Maintenance Department to support facilities and maintenance HVAC services. These vehicles are replacement vehicles for vans that will be removed from service in the MCS fleet due to age and current conditions. The City of Murfreesboro Purchasing Department coordinated the procurement in alignment with State of Tennessee Contract No. 209/88764 with Lonnie Cobb Ford. A formal contract between the City of Murfreesboro and Lonnie Cobb Ford outlines the scope, price, and delivery terms, and includes the vendor's sales quote for the two vehicles at a total cost of \$117,306 (\$58,653 each).

Council Priorities Served

Responsible budgeting

The purchase of two new maintenance vans reflects responsible budgeting by proactively addressing the needs of an aging fleet, reducing long-term repair costs, and ensuring continued operational efficiency across school campuses.

Fiscal Impact

The purchase price is \$58,653 per vehicle, for a total cost of \$117,306, 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.

Attachments

1. Murfreesboro City School Board Memo and Recommendation
2. Contract between City of Murfreesboro and Lonnie Cobb Ford

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

This Contract is entered into and effective as of _____, 2025 ("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. 209/88764 with Lonnie Cobb Ford, LLC***
- ***Sales Quote dated November 26, 2025, from Lonnie Cobb Ford, LLC for two (2) 2026 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C) with Accessories as Listed ("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, Third, Contractor's State of Tennessee Contract No. 209/88764 with Lonnie Cobb Ford, LLC**
- **Lastly, Sales Quote dated November 26, 2025, from Lonnie Cobb Ford, LLC for two (2) 2026 Transit-250 Cargo RWD Medium Roof Can 148" WB Base (R1C) with Accessories as Listed ("Exhibit A")**

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicles with optional equipment listed and as set forth in the State of Tennessee Contract No. 209/88764 with Lonnie Cobb Ford, LLC., and Contractor's Sales Quotation dated November 26, 2025, from Lonnie Cobb Ford, LLC, for two (2) 2026 Transit-250 Cargo RWD Medium Roof Can 148" WB Base (R1C) with Accessories as Listed ("Exhibit A").
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/88764 on June 29, 2026, 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 Sales Quote dated November 26, 2025, from Lonnie Cobb Ford, LLC for two (2) 2026 Transit-250 Cargo RWD Medium Roof Can 148" WB Base (R1C) with Accessories as Listed ("Exhibit A"), at a price of \$58,653.00 each, reflecting a **Total Purchase Price of \$117,306.00**. The stated price is inclusive of all freight, delivery, and other applicable costs. 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. All deliveries for Murfreesboro City Schools shall be made to 910 Ridgley Road, Murfreesboro, Tennessee 37129. The designated contact person, Don Bartch (Phone: 615-893-2313, Email: don.bartch@cityschools.net), must be notified of the scheduled delivery date and time at least two (2) calendar days in advance. Deliveries shall occur during the City's normal business hours, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

- 4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the specifications and Contractor's quote and the most beneficial manufacturer's warranty available to the City.

5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure,

regardless of any language in any attachment or other document that Contractor may provide.

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

- 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:

City of Murfreesboro
Attn: City Manager
Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:

Lonnie Cobb Ford
Stephen Blackstock, Fleet Manager
1618 Highway 45 North
Henderson, TN 38340
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

Lonnie Cobb Ford, LLC

Signed by:
By: Steven Blackstock
0636985D544C44D
Steven Blackstock, Fleet Manager

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
48A2035E51F9491
Adam F. Tucker, City Attorney



Prepared by: STEVEN BLACKSTOCK

11/26/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 625

Re: Vehicle Proposal 11/26/2025

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 # 88764



Prepared by: STEVEN BLACKSTOCK
11/26/2025
Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)
Price Level: 625

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

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

11/26/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 625

As Configured Vehicle

| Code | Description | MSRP |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| R1C | Base Vehicle Price (R1C) | \$51,800.00 |
| 101A | Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - 3.73 Axle Ratio - GVWR: 9,150 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Black Hubcap - Dark Palazzo Gray Vinyl Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only. - Vinyl Front Bucket Seats Includes driver and front-passenger manual reclining bucket seats with adjustable headrest and inboard armrest. - Radio: AM/FM Stereo - SYNC 4 Includes 12" center display, Bluetooth, dual USB ports, enhanced voice recognition and connectivity package which includes information on demand panel, wireless Apple CarPlay and Android Auto compatibility, cloud connected, 911 Assist, digital owner's manual and conversational voice command recognition. - Ford Connectivity Package (1-Year Included) Includes unlimited Wi-Fi hotspot, connected navigation, audio and video streaming, voice assistant and entertainment. Note: Ford Connectivity Package included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan. | N/C |
| 998 | Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i> | Included |
| 44U | Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i> | Included |
| X73 | 3.73 Axle Ratio | Included |
| STDGV | GVWR: 9,150 lbs | Included |
| STDTR | Tires: 235/65R16C 121/119 R AS BSW | Included |
| STDWL | Wheels: 16" Silver Steel w/Black Hubcap | Included |
| 51D | Spare Tire & Wheel <i>Includes 3 ton jack, tool kit and full-size matching tire.</i> | \$300.00 |
| 57A | Tire Inflator & Sealant Kit Delete | -\$25.00 |

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.



Prepared by: STEVEN BLACKSTOCK

11/26/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 625

As Configured Vehicle (cont'd)

| Code | Description | MSRP |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| V | Vinyl Front Bucket Seats <i>Includes driver and front-passenger manual reclining bucket seats with adjustable headrest and inboard armrest.</i> | Included |
| 21G | Dark Palazzo Gray Vinyl Bucket Seats <i>Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.</i> | Included |
| PAINT | Monotone Paint Application | STD |
| 148WB | 148" Wheelbase | STD |
| STDRD | Radio: AM/FM Stereo <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 12" center display, Bluetooth, dual USB ports, enhanced voice recognition and connectivity package which includes information on demand panel, wireless Apple CarPlay and Android Auto compatibility, cloud connected, 911 Assist, digital owner's manual and conversational voice command recognition.</i> <i>- Ford Connectivity Package (1-Year Included)</i> <i>Includes unlimited Wi-Fi hotspot, connected navigation, audio and video streaming, voice assistant and entertainment. Note: Ford Connectivity Package included for one-year from warranty start date, Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i> | Included |
| 53B | Heavy-Duty Trailer Tow Package <i>Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (TBC) (67D). Additionally, this option must be added at time of ordering. Neither a Ford or aftermarket trailer brake controller can be added later (after vehicle is built).</i> <i>Includes:</i> <i>- Tow/Haul Mode w/Trailering Wiring Provisions</i> <i>- Frame Mounted Hitch Receiver</i> | \$485.00 |
| WARANT | Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>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.</i> | N/C |
| 425 | 50-State Emissions System | STD |
| shelving pkg | hvac shelving package | \$11,449.00 |

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.



Prepared by: STEVEN BLACKSTOCK
11/26/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 625

As Configured Vehicle (cont'd)

| Code | Description | MSRP |
|--------------------|-------------|-------------|
| SUBTOTAL | | \$64,009.00 |
| Destination Charge | | \$2,095.00 |
| TOTAL | | \$66,104.00 |

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.



Prepared by: STEVEN BLACKSTOCK

11/26/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 625

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

| | |
|--------------------|--------------------|
| Base Vehicle Price | \$51,800.00 |
| Options | \$760.00 |
| Colors | \$0.00 |
| Upfitting | \$11,449.00 |
| Fleet Discount | \$0.00 |
| Fuel Charge | \$0.00 |
| Destination Charge | \$2,095.00 |
| Subtotal | \$66,104.00 |

Pre-Tax Adjustments

| Code | Description | MSRP |
|----------------|----------------|--------------------|
| fleet discount | fleet discount | -\$7,451.00 |
| Total | | \$58,653.00 |

Customer Signature

Acceptance Date

| | |
|---------------------------|----------------------|
| State contract base price | = \$46,444.00 |
| spare tire and wheel | + \$300.00 |
| HD tow package | + \$485.00 |
| delete tire inflator kit | - \$25.00 |
| shelving package | + \$11,449.00 |
| Total | = \$58,653.00 |

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: 12/11/2025

Item Title: Amendment One to Cintas Service Agreement

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider the Amendment to add the Water Resources Recovery Facility (WRRF) to the City's service agreement for uniforms.

Staff Recommendation

Approve Amendment One to the Standard Service Agreement. The Water Resources Board recommended approval of this matter at the October 28th meeting.

Background Information

Bids were solicited and the contract for employees' uniform service was awarded to Cintas Corporation. Council approved the original contract in April of 2025.

The WRRF joining this contract allows the Department to take advantage of a larger scale and provide for the employees' uniforms cost effectively.

Council Priorities Served

Responsible Budgeting

This agreement leverages a larger contract to lower budgeted costs.

Fiscal Impact

This \$7,500 expense will be reflected in the Operating Budget.

Attachments

Amendment One to the Standard Service Agreement



AMENDMENT ONE TO
STANDARD SERVICE AGREEMENT
BY AND BETWEEN
CINTAS CORPORATION ("CINTAS")
AND

City of Murfreesboro ("Customer")
Customer Name on Original Agreement

at 111 W. Vine Street Murfreesboro, TN 37130
Customer Address on Original Agreement

Dated 4/18/2025
Date of Original Agreement

MLA Agreement Number 211208257

WHEREAS, on April 18, 2025, Cintas and Customer (collectively "the parties") entered into an Agreement for the supply of uniforms and products to Customer from Cintas;

WHEREAS, said Agreement consisted of a Contract and Contract Addendum; and

WHEREAS, Section 14 of the Addendum to the Contract allows for the parties to modify the agreement only by written and signed Amendment; and

WHEREAS, the parties wish to execute the attached Amendment One to the Agreement in order to add an additional Customer location of Murfreesboro Water Resource Recovery Facility at 2032 Blanton Dr Murfreesboro, TN 37129.

THEREFORE, the parties agree to adopt Amendment One to add the additional location to the Agreement. Nothing in this Amendment One modifies the Agreement, and all other terms and conditions of the Contract and Contract addendum remain in full force and effect.

Executed on the dates set forth on page 2, to be effective on the latest date signed by the respective party.



The Contract is amended to include the following Customer location:

| Site Name | Full Address | Contact | Contact Number |
|-----------------------------------------------|----------------------------------------------|----------------|----------------|
| Murfreesboro Water Resource Recovery Facility | 2032 Blanton Dr Murfreesboro, TN 37129 | Laurel Elliott | 615-848-3225 |

Cintas Corporation:

Signed by:
Signature: Jada Amico
AD104F3981FE474...

Print: Jada Amico _____

Title: Uniform Sales Rep

Date: 9/5/2025

Customer: City of Murfreesboro

Signature: _____

Print: Shane McFarland

Title: Mayor

Date: _____

Approved as to form:

DocuSigned by:
Kelley Blevins Baker
95766DA477474A3...

Kelley Blevins Baker, Deputy City Attorney

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

The overall costs, \$150,000 to \$175,000 per year, are funded by the FY26 operating budget.

Attachments

Asphalt Purchases Report

OPERATIONS & MAINTENANCE

ASPHALT QUOTES | FY 2026

| | Wire Grass Const Co. | | Hawkins | | Vulcan | | Notes |
|-----|----------------------|---------|---------|---------|---------|---------|-------|
| | Binder | Topping | Binder | Topping | Binder | Topping | |
| Jul | \$72.35 | \$86.18 | \$78.00 | \$84.50 | \$75.58 | \$86.27 | |
| Aug | \$72.35 | \$86.18 | \$78.00 | \$84.00 | \$75.58 | \$86.27 | |
| Sep | \$72.35 | \$86.18 | \$75.58 | \$84.00 | \$75.58 | \$86.27 | |
| Oct | \$72.35 | \$86.18 | \$75.58 | \$84.00 | \$75.51 | \$86.19 | |
| Nov | \$73.35 | \$87.18 | \$75.58 | \$84.00 | \$75.26 | \$85.84 | |
| Dec | | | | | | | |
| Jan | | | | | | | |
| Feb | | | | | | | |
| Mar | | | | | | | |
| Apr | | | | | | | |
| May | | | | | | | |
| Jun | | | | | | | |

**OPERATIONS & MAINTENANCE
ASPHALT PURCHASES 2025**

| <i>Invoice Date</i> | <i>Approval</i> | <i>Vendor</i> | <i>Type</i> | <i>Rate</i> | <i>Qty</i> | <i>Total</i> | <i>FY Total</i> |
|---------------------|-----------------|---------------|-------------|-------------|------------|--------------|-----------------|
| 7/8 | Dhughes | Vulcan | 307BM | \$78.00 | 8.03 | \$626.34 | \$626.34 |
| 7/11 | Dhughes | Vulcan | 307BM | \$78.00 | 20.33 | \$1,558.74 | \$2,212.08 |
| 7/11 | Dhughes | Vulcan | 307BM | \$78.00 | 20.03 | \$1,562.34 | \$3,774.42 |
| 7/11 | Dhughes | Vulcan | 307BM | \$78.00 | 5.10 | \$397.80 | \$4,172.22 |
| 7/18 | Dhughes | Vulcan | 307BM | \$78.00 | 20.09 | \$1,567.02 | \$5,739.24 |
| 8/5 | Dhughes | Vulcan | 307BM | \$78.00 | 20.06 | \$1,564.68 | \$7,303.92 |
| 8/5 | Dhughes | Vulcan | 307BM | \$78.00 | 19.92 | \$1,553.76 | \$8,857.68 |
| 8/5 | Dhughes | Vulcan | 307BM | \$78.00 | 20.14 | \$1,570.92 | \$10,428.60 |
| 8/5 | Dhughes | Vulcan | 307BM | \$78.00 | 20.58 | \$1,605.24 | \$12,033.84 |
| 8/5 | Dhughes | Vulcan | 307BM | \$78.00 | 20.33 | \$1,585.74 | \$13,619.58 |
| 8/25 | Dhughes | Vulcan | 307BM | \$78.00 | 20.38 | \$1,589.64 | \$15,209.22 |
| 8/25 | Dhughes | Vulcan | 307BM | \$78.00 | 21.58 | \$1,683.24 | \$16,892.46 |
| 8/25 | Dhughes | Vulcan | 307BM | \$78.00 | 20.58 | \$1,605.24 | \$18,497.70 |
| 8/25 | Dhughes | Vulcan | 307BM | \$78.00 | 20.03 | \$1,562.34 | \$20,060.04 |
| 8/25 | Dhughes | Vulcan | 307BM | \$78.00 | 20.13 | \$1,570.14 | \$21,630.18 |
| 8/26 | Dhughes | Vulcan | 307BM | \$78.00 | 20.30 | \$1,583.40 | \$23,213.58 |
| 8/26 | Dhughes | Vulcan | 307BM | \$78.00 | 20.02 | \$1,561.56 | \$24,775.14 |
| 8/26 | Dhughes | Vulcan | 307BM | \$78.00 | 20.48 | \$1,597.44 | \$26,372.58 |
| 8/26 | Dhughes | Vulcan | 307BM | \$78.00 | 20.07 | \$1,565.46 | \$27,938.04 |
| 8/26 | Dhughes | Vulcan | 307BM | \$78.00 | 20.61 | \$1,607.58 | \$29,545.62 |
| 8/27 | Dhughes | Vulcan | 307BM | \$78.00 | 20.93 | \$1,632.54 | \$31,178.16 |
| 8/27 | Dhughes | Vulcan | 307BM | \$78.00 | 20.59 | \$1,606.02 | \$32,784.18 |
| 8/27 | Dhughes | Vulcan | 307BM | \$78.00 | 13.25 | \$1,033.50 | \$33,817.68 |
| 8/27 | Dhughes | Vulcan | 307BM | \$78.00 | 3.36 | \$262.08 | \$34,079.76 |
| 9/30 | Dhughes | Vulcan | 307BM | \$78.00 | 12.19 | \$950.82 | \$35,030.58 |
| 9/30 | Dhughes | Vulcan | 307BM | \$78.00 | 6.60 | \$514.80 | \$35,545.38 |
| 9/30 | Dhughes | Vulcan | 307BM | \$78.00 | 20.41 | \$1,591.68 | \$37,137.36 |
| 9/30 | Dhughes | Vulcan | 307BM | \$78.00 | 19.88 | \$1,550.64 | \$38,688.00 |
| 10/14 | DHughes | Vulcan | 307BM64 | \$78.00 | 20.43 | \$1,593.54 | \$40,281.54 |
| 10/14 | Dhughes | vulcan | 307BM64 | \$78.00 | 11.46 | \$893.88 | \$41,175.42 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Full-Scale Biosolids Thermal Dryer Contingency Allocations

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider the Contingency Allowance Allocations for Change Control Forms (CCF) for the Water Resources Recovery Facility's (WRRF) full-scale thermal dryer project.

Staff Recommendation

Approve CCF No. 15 and 17. The Water Resources Board recommended approval of this matter at the October 28th meeting.

Background Information

The Council approved the initial task order in November of 2022 for the report and design services for a new thermal sludge dryer to be installed in the existing biosolids building at the City's WRRF. Bids were solicited and the contract was awarded in 2024. Construction began in early 2025 and is well under way.

The purpose of the project is to manufacture a beneficially reusable soil amendment and eliminate landfilling approximately 8 truckloads per day of dewatered biosolids. The drying operation will produce less than one truckload a day of Class A Excellent Quality dried biosolids which can be spread across turf fields or agricultural property.

| Project | Contingency Allowance | Prior Contingency Allocations | Current Contingency Allocations | Remaining Contingency Allowance |
|--------------------------|-----------------------|-------------------------------|---------------------------------|---------------------------------|
| Full Scale Thermal Dryer | \$750,000 | \$45,760* | \$48,283** | \$655,957 |

*CCF #'s 1-13 (Prior) **CCF #'s 15 & 17 (Current)

Council Priorities Served

Expand infrastructure

Expanding the biosolids operations at the City's WRRF to manufacture a beneficial land applied soil amendment eliminates the WRRF's reliance on a regional landfill.

Fiscal Impact

This \$48,283 net expense reduces the contingency allowance fund, initially \$750,000, to a remaining balance of \$655,957. The contract amount is unchanged.

Attachments

SSR Contingency Allowance Allocation documents



Change Control Form No. 015

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------|
| Date Issued: | September 22, 2025 | Project: | WRRF Full-Scale Thermal Dryer |
| Project No.: | 22-41-030.0 | Contractor: | Reeves-Young |
| This Document is a: | <input type="checkbox"/> Change Request <input checked="" type="checkbox"/> Work Change Directive <input type="checkbox"/> Field Order | | |
| Description and Purpose of Change <i>(attach necessary supporting documentation):</i> | | | |
| <p>Following review of the Thermal Fluid Piping Layout submittal (467670-005), it was decided to run the thermal fluid piping to Dryer No.1 through the sub-basement in lieu of the north and east wall of the dryer room. The piping layout required additional penetrations not shown on the Contract Documents.</p> <p>The following assumptions were used in the creation of this CCF.</p> <ol style="list-style-type: none"> 1. There is sufficient concrete clear cover above or below the outer mats of reinforcing steel to facilitate the installation of the NSM rod/bar. 2. The scope of service provided by Structural Technologies is sufficient for the inclusion of four (4) pipe penetrations in two (2) locations on the south wall of the dryer room. <p>The cost for the additional work is \$74,504.25 and will be applied to the Construction Contingency Allowance.</p> | | | |
| Initiated By: | <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative | | |
| Drawing(s) Reference: | | Spec. Reference: | 46 76 70 |
| RFI Reference: | | Date of RFI: | |
| Attachments: | Proposal from Structural Technologies | | |
| CHANGE REQUEST | | | |
| Contractor agrees to perform Work or make Claim described above for following change(s) in Contract Price and/or Contract Time: | | | |
| <input checked="" type="checkbox"/> No Change in Contract Price is Required. | | <input checked="" type="checkbox"/> A Change in Contingency Allowance is Required: | |
| <input checked="" type="checkbox"/> No Change in Contract Time is Required. | | <input type="checkbox"/> A Change in Contract Price is Required: | |
| | | <input type="checkbox"/> A Change in Contract Time is Required: | |
| Deduct \$74,504.25 from Contingency Allowance | | | |
| WORK CHANGE DIRECTIVE | | | |
| Contractor is hereby directed to promptly proceed make changes to Work as described in this Change Control Form. Any change in Contract Price or Contract Time shall be determined in accordance with General Conditions. Effective date of this Work Change Directive shall be date of Owner's signature below unless noted otherwise. | | | |
| FIELD ORDER | | | |
| Contractor is hereby directed to promptly perform proposed Work described in this Change Control Form, which is issued in accordance with General Conditions, for minor changes in Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, notify Engineer immediately and submit a Change Proposal for approval before proceeding with proposed Work. Effective date of this Field Order shall be the date issued unless noted otherwise. | | | |

ENGINEER:
(Smith Seckman Reid, Inc.)

Robert Lantz, PE

Date: 9-30-2025

Jeff Moss-Operations Manager

Date: 09/23/2025

Shane McFarland, Mayor

Date:_____

Date:_____

Adam F Tucker

—43A2035E51F9401...

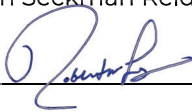

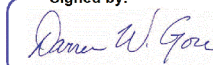


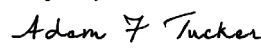
Change Control Form No. 017

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------|
| Date Issued: | October 14, 2025 | Project: | WRRF Full-Scale Thermal Dryer |
| Project No.: | 22-41-030.0 | Contractor: | Reeves-Young |
| This Document is a: | <input checked="" type="checkbox"/> Field Order <input type="checkbox"/> Work Change Directive | | |
| Description and Purpose of Change <i>(attach necessary supporting documentation):</i> | | | |
| <p>Following review of the original contract drawings versus the most current process piping drawings and P&IDs, it was noted that there are changes to the number of plug valves required. These changes include the following:</p> <ol style="list-style-type: none"> Originally, a total of ten (10) plug valves were required to be supplied by R-Y. <ol style="list-style-type: none"> Four plug valves associated with the pigging stations (qty 4); One plug valve at each dryer (qty 2); and Two plug valves for each emergency cake outlet (qty 4). Per CCF-005 the plug valves described in 1b and 1c above were reduced to two (2) plug valves; both associated with Dryer 2. CCF-005 did not account for these valves. Per CCF-006 (Deletion of Pigging Stations), the four (4) plug valves associated with the pigging stations were deleted and credit was provided for their deletion in CCF-006. <p>In addition, the Owner has determined that replacement of 24-inch butterfly valve on D1.1-03, D4.1-03 is not required and shall be removed from the scope of work.</p> <p>Therefore, this CCF-017 requests a total of four (4) 10-inch plug valves and 24-inch butterfly valve be deleted from the project scope.</p> <p>A credit of \$26,221.12 will be applied to the Contingency Allowance.</p> | | | |
| Initiated By: | <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative | | |
| Drawing(s) Reference: | D1.2-01, D4.3-01, D1.1-03, D4.1-03 | Spec. Reference: | |
| RFI Reference: | | Date of RFI: | |
| Attachments: | Markups of D1.2-01, D4.3-01, D1.1-03, D4.1-03 | | |
| CHANGE REQUEST | | | |
| Contractor agrees to perform Work or make Claim described above for following change(s) in Contract Price and/or Contract Time: | | | |
| <input checked="" type="checkbox"/> No Change in Contract Price is Required. | | <input checked="" type="checkbox"/> A Change in Contingency Allowance is Required: | |
| <input checked="" type="checkbox"/> No Change in Contract Time is Required. | | <input type="checkbox"/> A Change in Contract Price is Required: | |
| | | <input type="checkbox"/> A Change in Contract Time is Required: | |
| | | Add \$26,221.12 to Contingency Allowance 0 days | |
| WORK CHANGE DIRECTIVE | | | |
| Contractor is hereby directed to promptly proceed to make changes to Work as described in this Change Control Form. Any change in Contract Price or Contract Time shall be determined in accordance with General Conditions. Effective date of this Work Change Directive shall be date of Owner's signature below unless noted otherwise. | | | |
| FIELD ORDER | | | |

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

AUTHORIZING SIGNATURES

| | | | |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| ENGINEER: (Smith Seckman Reid, Inc.) | CONTRACTOR: (Reeves-Young) | OWNER: (City of Murfreesboro) | RESIDENT PROJECT REPRESENTATIVE: |
|  |  |  Signed by: 2430FEE75D2A4B9... | |
| <u>Rob Lantz - Design Manager</u> | <u>Jeff Moss-Operations Manager</u> | <u>Darren W. Gore, City Manager</u> | |
| (print name and title) | (print name and title) | (print name and title) | (print name and title) |
| Date: <u>10-20-2025</u> | Date: <u>10/14/2025</u> | Date: <u>10/23/2025</u> | Date: _____ |

Signed by:

43A2035E51F9401...



COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: IXOM Service Program

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider IXOM Service Program for storage tanks.

Staff Recommendation

Approve IXOM Service Program for calendar years 2026 through 2028. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

A tank mixing system is in three of the five drinking water storage tanks and one installed in the repurified tank. All four tanks are in the Service Program. Staff requests to continue participating in the Service Program for the tank mixing systems located at Halls Hill, Tiger Hill, and Stoney Meadow water tanks and the Southwest Area Repurified tank. The SolarBee continuous mixing systems maintain water quality in our storage tanks by preventing water stagnation which may cause loss of residual chlorine, long water age resulting in taste and odors and thermal stratification. Since installation the systems have improved the ability to maintain the chlorine residual, required by the drinking water regulations, during the summer season which is mission critical.

Council Priorities Served

Responsible Budgeting

Maintaining plant infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

The total cost for the Service Program is \$27,500/year for three years for a total of \$82,500. This project is funded by each FY Operating Budget.

Attachments

IXOM Service Program

**Agreement for
Repurified Water Area and Water Tanks
Inspection, Maintenance, and Service**

This Agreement 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 (the "City"), and **IXOM Watercare, Inc.** a corporation of the State of Colorado ("Contractor").

This Agreement consists of the following documents:

- This document
- Contractor's Quote number SP26173, dated November 12, 2025 ("Contractor's Proposal"), including attendant General Terms and Conditions of Sale;
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Lastly, Contractor's Proposal, including attendant General Terms and Conditions of Sale.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City perform the services as described in the Contractor's Proposal.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Proposal. The Contractor will at all times maintain good discipline and order at the site.
 2. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 3. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.
- d. Warranty and Guarantee. The Contractor warrants to the City that:
1. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
 2. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
 3. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
 4. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and,
 5. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire sixty (60) months from the date of receipt by the City of such items and, with respect to machinery and equipment, twenty-four (24) months after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.
- The warranties set forth in this subsection are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.
- e. Subcontractors.
1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
 2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
 3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.

4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.
 1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- h. Safety and Protection.
 1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.
 2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
- i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor

will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.

- k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term.** The term of this Agreement shall be for a term of three years, from 1/1/2026-1/1/2029 as the City is electing option 3 on Contractor's Proposal. Contractor's services may be terminated in whole or in part:
- a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - 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.** Contractor will be compensated upon the delivery and acceptance of the services specified in Contractor's Proposal numbered SP26173 dated November 12, 2025, option 3 (multi-year), which reflects a **total price of \$82,500, to be billed annually at \$27,500.00 per year for three (3) years to cover a term of 1/1/2026-1/1/2029.** Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Building and Codes Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accountspayable@murfreesborotn.gov.

4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

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.

6. **Notices.**

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

If to the City of Murfreesboro:

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

If to Contractor:

IXOM Watercare, Inc.
Dakota Williams
3225 Highway 22
Dickinson, ND 58601

7. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
9. **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.
10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
12. **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.
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.
14. **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.
15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
16. **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.

17. **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.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **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.
20. **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.
21. **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.
22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.
23. **Maximum Liability:** Contractor's maximum liability to City howsoever arising shall not exceed the price of the goods or services to which the claim relates under this agreement, with the exception of gross negligence or intentional wrongful conduct. In no event will Contractor be liable for any loss of profits, loss of business revenue, failure to maintain profits, loss of opportunity or any consequential loss. Contractor's liability in connection with any defective goods or services is limited to the Contractor reperforming the non-conforming services or replacing the non-conforming goods.

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

CITY OF MURFREESBORO, TENNESSEE IXOM Watercare, Inc.

By: _____
Shane McFarland, Mayor

Signed by:
By: Jeffrey W. Ballew
Jeff Ballew, Global Head of Sales, Watercare

Approved as to form:
Signed by:
Adam F. Tucker
Adam F. Tucker, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. Certificates and Endorsements

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

11. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

12. Indemnity. The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

13. Interpretation. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

14. Performance Bond and Payment Bond.

- 14.1 The Contractor shall provide surety bonds as follows:

| Type | Penal Sum (\$0.00) |
|---------------------------------|--------------------------|
| Performance Bond | 100% of the Contract Sum |
| Labor and Material Payment Bond | 100% of the Contract Sum |

- 14.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.
- 14.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.
- 14.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
- 14.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

Service Program



Attention: Alan Cranford
615-848-3222
acranford@murfreesborotn.gov

Bill To: Murfreesboro Water & Sewer Department
PO Box 1477
Murfreesboro, TN 37133

| |
|------------------|
| Quotation Date |
| 11/12/2025 |
| Quotation Number |
| SP26173 |
| Customer Number |
| MUR01 |



| |
|---------------------|
| Acceptance Deadline |
| 1/1/2026 |

OPTION 1

| | | |
|-------|--------------------------------------------------------------------------------------|---------------------|
| | 1 Maintenance Stop Per Year (is typical) - Standard Annual Cost (Re-Quoted Annually) | \$26,800.00 |
| Term: | | 1/1/2026 - 1/1/2027 |

OPTION 2

| | | |
|-------|--------------------------------------------------------------------------|---------------------|
| | 2 Maintenance Stops Per Year - Standard Annual Cost (Re-Quoted Annually) | \$46,900.00 |
| Term: | | 1/1/2026 - 1/1/2027 |

OPTION 3 (Multi-Year)

| | | |
|-------|-----------------------------------------------------------------------------------|---------------------|
| X | 1 Maintenance Stop Per Year (3 total) - Billed Annually (Total Cost: \$82,500.00) | \$27,500.00 |
| Term: | | 1/1/2026 - 1/1/2029 |

Optional Add On Services - Initial All Additional Services

| | | |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | Water Quality Testing - The Delivery & Field Services Team will conduct two vertical profiles at each location. Each test will measure DO, pH, temperature and specific conductance at every foot from the surface down to a depth of 25 ft. (Cost listed, per year) | \$1,500.00 |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|

| | | |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| | HiveLinx Activation - Access through term of the contract. Billed on an annual cycle with contract billing. Cellular connection is a pre-requisite. | \$400.00 |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------|

Email required for HiveLinx activation:

Acceptance Of Ixom Watercare Service Program

To accept this Service Program, please initial desired options and fill out below information, sign, then submit via: scan and email to dakota.williams@ixom.com

Purchase Order Number (if applicable)

Authorized Signature

Date

Unit(s) & Location(s) Covered Under Ixom Watercare Service Program:

| | Serial Number | Model | Location |
|---|---------------|---------------|---------------------------------------------------------|
| 1 | 121102063 | SB1250PW v18 | USTNPW-LOC674.003: Location(1501): SW Area Repur. Water |
| 2 | 513091294 | SB10000PW v18 | USTNPW-LOC674.001: Location(980): Stoney Meadow Tank |
| 3 | 513091293 | SB10000PW v18 | USTNPW-LOC674.002: Location(981): Tiger Hill Tank |
| 4 | 458520595 | SB1250PWc v12 | USTNPW-LOC674.004: Location(1656): Halls Hill Tank |

General Terms & Conditions of Sale

These terms and conditions (collectively, "Terms and Conditions") govern all sales of products, equipment, and services (collectively, "Goods") agreed to be supplied by IXOM Watercare Inc ("Seller") to any person to whom any quotation is made or who is offering to contract with the Seller ("Buyer"). The Terms and Conditions are incorporated into any order, offer, arrangement or understanding between the Seller and the Buyer (including pursuant to a quotation or letter of offer accepted by the Buyer) as well as any quotation or invoice or any other document to which they are attached (individually and collectively "Order"). All purchases by Buyer are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Buyer's acceptance of the Goods manifests Buyer's assent to the Terms and Conditions and the credit terms offered by Seller. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing or in any prior or later communication from Buyer to Seller, unless Seller expressly agrees to such provision in a written amendment signed by Seller. An Order together with these Terms and Conditions are herein referred to as "Contract".

1. Prices; Taxes; Payment Terms; Default: (a) Prices for Goods and any adjustments to such prices shall be determined in accordance with Seller's final pricing letter or offer forming part of the Contract which has been accepted by Buyer ("Price").
(b) Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Goods sold hereunder and unless Buyer provides proof of exemption satisfactory to Seller, such may be added to the price of the Goods.
(c) Subject to Section 1(e) and unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Payments not received when due shall incur service charges at the rate of 1.5% per month (18% per annum) until paid, compounded on a daily basis.
(d) If any of the events set out in this Section 1(d) (i) through (v) below occur, Seller reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Buyer shall be liable for all costs and expenses incurred by Seller in collecting any overdue amounts, including without limitation reasonable attorneys' fees.
(i) Buyer defaults in any payments or is unable or states that it is unable to pay its debts as and when they fall due.
(ii) Buyer commits an act of bankruptcy, files a voluntary petition in bankruptcy or has filed against it an involuntary petition in bankruptcy or has a trustee, receiver, liquidator, custodian, conservator, manager, controller or voluntary administrator appointed in respect of Buyer's estate or any part of Buyer's property or assets.
(iii) Buyer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it.
(iv) Buyer makes an assignment for the benefit of its creditors.
(v) Buyer experiences any analogous event having substantially similar effect to any of the events listed above.
(e) Notwithstanding Section 1(a), Seller may at any time in its sole and unfettered discretion and without being under any duty or obligation to assign reasons, review, alter or terminate Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Seller shall be final and Seller accepts no liability or responsibility for any loss, howsoever arising, incurred by Buyer due to the operation of this condition.

2. Service Delivery & Responsibility to Purchase: (a) Unless agreed otherwise in writing, all shipments are F.C.A. Seller's or its sub-contractor's warehouse. Shipping dates are estimates only and are subject to Seller's lead time policy. Seller shall make all reasonable efforts to have Goods delivered to Buyer on or about the date or within the time frame of the Order but Seller shall not be liable for any failure or delay in delivery for any reason. Buyer is responsible for disposing of all non-returnable containers and shipping materials.
(b) Purchase orders issued by Buyer and placed with Seller are irrevocable and Buyer is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Seller pursuant to such purchase order. If Seller does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Buyer that such Goods are ready, Buyer shall be deemed to have taken delivery from such date and shall be obliged to pay reasonable storage charges payable on demand. Unless otherwise agreed upon by the parties in writing, if Buyer does not accept delivery or collect Goods from Seller when made available at the agreed delivery point in accordance with the Contract, Buyer also will pay Seller for SLC-7548174-2 storage costs and reimburse Seller for any demurrage, transport or futile delivery costs incurred by Seller.

3. Title; Risk of Loss or Damage: Title to and risk of loss of the Goods shall pass to Buyer upon delivery to the carrier at point of shipment.

4. Inspection; Acceptance: Buyer shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Seller's standard sales specifications or the specifications contained in or referenced in the Contract. All claims for damage or shortage of Goods shall be deemed waived unless made in writing and received by Seller within 30 days of delivery of the Goods. If Buyer finds that any of the Goods do not comply with the specifications, Buyer may, at its option, reject that portion of the Goods that fail to comply by providing Seller with a notice made in writing and received by the Seller within 30 days of delivery of the Goods. Failure to timely deliver written notice of any such claim or rejection of the Goods within the warranty period specified in this clause 4 shall be deemed an absolute and unconditional waiver of such claim for damage or shortage or a right to reject such Goods and all claims related there to and shall constitute an unqualified acceptance of such Goods, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether use or application of the Goods shall have then taken place.

5. Returns: Returned Goods shall not be accepted unless Buyer obtains prior written approval and transportation instructions from Seller. All Goods returned to Seller must be in full containers or cases, unopened and in the same condition as when delivered. If a return is approved by Seller, Goods may be returned for exchange or credit only. Seller shall give no cash refunds for returned Goods. Approved returned Goods are subject to a restocking charge of 15% of the invoiced value of such Goods and Buyer shall pay all transportation charges.

6. Limited Warranty: (a) Subject to Section 6(e) and Section 7 below, Seller warrants title and that the Goods shall conform to Seller's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Order. Equipment components not manufactured by Seller which are incorporated in the Goods may, if specified elsewhere in the Contract, be subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all such rights in such vendor's warranties and will provide reasonable assistance in enforcing such rights.

(b) Buyer is solely responsible for determining that the Goods and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Goods or the use of the Goods are provided in good faith based on tests or experience believed to be reliable, but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Goods that comply with the warranties in Section 6(a) are fit and suitable for its purposes, requirements, processes, plant and equipment.

(c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, substances processes or materials or services.

(d) In the event the exclusion of some or all of such warranties under section 6(c) for certain goods subject to this contract would be illegal, any additional warranty would be limited to the warranty required by applicable law and to the extent permitted by such law, would be subject to section 6(e) and section 7, and is conditioned upon use in accordance with label directions under normal conditions reasonably foreseeable to seller with buyer assuming the risk of any use contrary to label directions, under abnormal conditions or under conditions not reasonably foreseeable to seller.

(e) Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Seller fails to perform such repair necessitate by a breach of warranty, and such liability and remedy re exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Buyer agrees that the return of the amount paid by buyer to seller for the purchase of the goods which fail to conform with the warranties set forth in section 5.7 shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose.

7. Limitation of Liability: (a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Goods giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total payments received from Buyer under the Contract in connection with the Goods. (b) To the extent permitted by law and not withstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental, or consequential damages, including without limitation, and loss of profits. Loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract; negligence (including negligent misrepresentation) or other tort, strict liability, breach of statute, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.

8. Safe Storage Handling & Use; Assumption of Risk; Indemnification: Buyer acknowledges that it is familiar with the risks associated with the storage, handling and use of Goods and any waste resulting therefrom. Accordingly and notwithstanding anything to the contrary set forth in the Contract, Buyer covenants and warrants and shall ensure that (i) that it and its employees, agents, carriers and customers are familiar with and adhere to all necessary and appropriate precautions and safety measures to safely store, handle or use the Goods; (ii) it and its employees, agents, carriers and customers shall comply with all applicable Laws, including without limitation, environmental laws and regulations pertaining to the storage, handling and use of Goods; (iii) shall obtain and comply with all required permits and licenses. Seller takes no responsibility for, and Buyer assumes all risks associated with waste characterization, regulatory status and chemical composition of any product, process, material, waste or substance into which the Goods are incorporated or applied. Without limiting the foregoing, Buyer shall further ensure that all storage tanks, vessels, and pipes, hoses and valves and other components used by Buyer or its employees, agents, carriers and customers to store, handle and transfer Goods which are bulk chemicals are properly installed and maintained to prevent injury, death or loss of containment during storage, handling and transfer of such Goods. If Buyer resells or distributes Goods to third parties, Buyer assumes responsibility for ensuring that it provides detailed instructions to such third parties regarding safe storage, handling and use of those Goods and any Storage Items or packaging in which such Goods are stored. To the maximum extent allowed by law, Buyer assumes all risks and liability whatsoever for all injuries, losses and damages to persons or property or otherwise and shall indemnify, defend and hold harmless Seller and Seller's employees and agents against all claims, damages, losses, costs, liabilities, and other expenses (including investigation and attorneys' fees) that Seller incurs or may be obligated to pay as a result of (i) Buyer's, its employees', agents', carriers' or customers' handling, possession, further processing, storage, use treatment, transportation, disposal, sale or other use or disposition of the Goods, whether used alone or in combination with other products, materials, substances or wastes, (ii) Buyer's, its employees', agents', carriers' or customers' violation or alleged violation of any Law, or (iii) Buyer's breach of any of its obligations set forth herein.

9. Force Majeure: Shipments or deliveries may be totally or partially suspended or delayed by Seller during any period in which the Seller may be prevented or hindered from manufacture, delivery, or supply through any circumstances outside Seller's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Seller's reasonable control shall include, without limitation, strikes, lockouts or other labor difficulty; acts of carriers; acts of God; acts of civil or military authorities; acts or omissions of Buyer; war; riot; fire; explosion; acts of terrorism; flood; any inability to obtain or lack of any necessary or adequate materials, inputs, fuel, power, labor, equipment, containers, facilities or services on usual terms; power or water shortage; accidents or breakdowns or failures of plant or machinery or apparatus; delays, congestions or blockages at sea ports or transport depots or software, hardware or communication network; changes in applicable Laws; or any other event, whether or not enumerated herein, beyond the reasonable control of Seller that makes impractical the manufacture, transportation or shipment of the Goods or of a material or other resource upon which the manufacture, transportation or shipment of the Goods depends. Seller shall not incur any liability to Buyer in respect of such suspension.

10. Intellectual Property: Seller is the sole and exclusive owner of the Intellectual Property in the Goods and processes incorporated in such Goods, and the rights attached to that Intellectual Property. Nothing herein grants to Buyer any right, title or interest in or to any of the Intellectual Property in the Goods. Buyer shall not claim to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of purchasing Goods sold hereunder. Buyer shall not deconstruct, reverse compile or reverse engineer the Goods in any way for the purpose of deciphering or replicating the chemical composition of the Goods. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, and promotional materials), registered design and other design rights, unpatented secrets and innovations, confidential information, and any other rights that may subsist anywhere in the world in improvements, inventions and other manufacturing processes or technical and other information of Seller. Buyer shall not resell, distribute or supply the Goods to any third party for any reason without Seller's prior written consent.

11. Confidentiality; Entire Agreement; Amendments; Changes to Terms & Conditions: (a) All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods hereunder, concerning such Goods and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other. Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract. (b) The Contract constitutes the entire agreement of the parties with respect to the purchase and sale of Goods and supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods, including but not limited to, those relating to the performance of Goods or results that ought to be expected from using the Goods.

12. Governing Law: The rights and duties of the parties and any dispute regarding the sale of Goods covered hereby shall be resolved according to the laws of the state of Colorado, without regard to its conflicts of law provisions. Buyer hereby agrees to submit to the non-exclusive jurisdiction of the courts in the state of Colorado. Any controversy or claim arising out of or relating to the sale of Goods or the dealings between the parties shall be settled exclusively by arbitration in Denver, Colorado by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration rules then in effect, and judgment upon the award shall be entered in any court having jurisdiction thereof. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief obtained.

13. Waiver: No failure to exercise nor any delay or omission in exercising any right, power or remedy by Seller operates as or constitutes a waiver. A single or partial exercise by Seller of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power or remedy. A waiver is not valid or binding on Seller unless made in writing. No failure by Seller to exercise, nor any delay or omission by Seller in exercising any right, power, or remedy nor any representation made, or conduct carried out by Seller under the Contract or in connection with the supply of Goods or any of them shall constitute or provide grounds for a common law or equitable estoppel.

14. Severance: If any provision of the Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.

15. Abuse and Neglect: Any warranties given by Ixom Watercare Inc do not apply if the warranted product has been damaged by common negligence, accident or misuse, including if the product has become untethered and impacted shorelines, or has been impacted by boats. Any warranties given by Ixom Watercare Inc do not apply to any product that has been repaired, serviced, or modified by an unauthorized person.

16. Payment Terms: Unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Invoice will be sent at the beginning of contract effective dates.

17. Acts of God: Seller shall not be liable for any failure to perform, or any delay in performance of, repair or maintenance services under this Agreement when such failure or delay results from causes beyond the Seller's reasonable control. This includes, but is not limited to, acts of God, natural disasters (including floods, earthquakes, storms, or lightning), fire, war, terrorism, civil unrest, labor strikes, utility failures, or other extraordinary events. Any damage to or malfunction of machines caused directly or indirectly by such events is excluded from coverage under this Agreement and shall not be the responsibility of the Service Provider.

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Lawn Care Service - Recommendation of Award

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider approval of the bid from Barton Lawn Care for grass cutting and landscaping services at most all MWRD facilities.

Staff Recommendation

Approve the low bid from Barton Lawn Care. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

The purchasing Department put together an invitation to bid and received bids on November 20th. Seven bids were received, ranging from \$127,950 to 455,280, and Barton Lawn Care was the lowest and responsible bidder. This contract is more comprehensive than MWRD has requested in the past. As you can see on page 16 of the contract, the contract covers most all locations for MWRD estimated at 30 cuts per year. The contract also covers bushhogging sewer easements twice a year for those previously cleared as well as landscaping and mulching at the Water Treatment Plant.

Council Priorities Served

Responsible budgeting

Placing all lawn care needs in one contract and competitively bidding, affords the Department the best prices possible.

Fiscal Impact

The bid, \$127,850 per year, will come from the FY26 maintenance budgets for each respective location.

Attachments

Lawn Care Contract

**Contract Between City of Murfreesboro and Barton Lawn Care
for Grass Cutting and Landscaping Services
for Water Resources Department Facilities**

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 (the "City"), and **Barton Lawn Care**, a Sole Proprietorship of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- This document;
- ITB-15-2026- Grass Cutting and Landscaping Services, issued October 28, 2025 (the "Solicitation");
- Contractor's Proposal, dated November 19, 2025 ("Contractor's Proposal," Exhibit A);
- Contractor's Price Proposal, dated November 19, 2025 (the "Price Proposal"); and
- Any properly executed amendments to this Contract.

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

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

1. Duties and Responsibilities of Contractor. Contractor shall provide and City shall purchase the services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-34-2025 – Grass Cutting and Landscaping Services" listed under the "Bid Specifications" of the ITB and the "Bid Form submitted by Contractor."

2. Term.

- A. The contract shall be in effect commencing on the Effective Date. The initial term of this contract will be one (1) year from the Effective date of the contract with four (4) one-year optional renewals with the entire contract not exceeding five (5) years. Renewals shall not be effective until approved by the City Council.
- B. Contractor's services may be terminated in whole or in part:
- 1) Upon 30-day prior notice, for the convenience of the City.
 - 2) 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.
 - 3) For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. 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.

- 4) Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - 5) Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.
3. **Price Increases.** Notwithstanding the foregoing, Contractor may request a price increase prior to the commencement of a renewal term. Contractor shall make such requests in writing to the City at least sixty (60) days prior to expiration of the then current term of the Contract. Contractor's failure to request a price increase at least sixty (60) days prior to expiration of the then current term of the Contract shall result in renewal of the Contract for an additional one-year term (up to a maximum of four) at the prior term's prices, unless the City elects not to renew the Contract. Any such price increases must be supported by appropriate documentation and approved by City Council for the requested increase to be binding on the City.
4. **Price; Compensation; Method of Payment.**

Contractor will be compensated upon the completion of tasks as outlined in the Contractor's Proposal and upon the completion of a task and submission of an invoice to the City. The price per location as well as annual prices per services are outlined in Exhibit A. For the purpose of this Agreement, the value of this Agreement is based upon the "Unit Cost" listed in the Contractor's Proposal. 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. Payment shall be made to Contractor on terms of 100% net 30 days from the date of shipment or at the time of start-up, whichever occurs first. Invoices will be sent to: Water Resources Department, attention: Doug Swann, 316 Robert Rose Drive, Murfreesboro, TN 37129 and to Accounts Payable at: accountspayable@murfreesborotn.gov.
5. **Tax Exempt.** The City of Murfreesboro is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
6. **Insurance.** During the term of this Contract, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
7. **Indemnification.**
 - A. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or

independent contractors, in connection with the performance of this Contract, 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.

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

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

- a) Procure for the City the right to continue using the products or services.
- b) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
- c) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

3) 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.

8. 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:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:
Gary Barton
Barton Lawn Care
PO Box 11756
Murfreesboro, TN 37129

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This 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 affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability 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 contract, Contractor certifies and warrants it will comply with this policy.
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 Contract, 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 Contract 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 Contract, neither this Contract 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 sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 18. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 19. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 20. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 21. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. §12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
- 23. Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during

the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of the effective date first listed above.

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Barton Lawn Care

DocuSigned by:

Gary Barton

5D2FEA28E4F6459...
Gary Barton, Owner

Approved as to form:

Signed by:

Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker, City Attorney

EXHIBIT A**2.3 Locations. Areas to be Maintained Worksheets must be completed and submitted with Bid.****AREAS TO BE MAINTAINED WORKSHEETS**

| Pump Stations (34) | | Contact Person | Acres | Cuts (as needed) | Price per Cut |
|--------------------------------------|-----------------------------------------|-----------------------|--------------|-----------------------------|--------------------------|
| 1 | 2360 Barfield Rd. | Matt Powers | 0.03 | √ | \$ 30.00 |
| 2 | 3402 Belle Chase Dr. (Hawks Ridge) | Matt Powers | 0.16 | √ | \$ 30.00 |
| 3 | 1031 Black Oak Dr. | Matt Powers | 0.147 | √ | \$ 30.00 |
| 4 | 5353 Bridgemoore Blvd. | Matt Powers | 0.18 | √ | \$ 10.00 |
| 5 | 5232 NW Broad St. | Matt Powers | 0.15 | √ | \$ 30.00 |
| 6 | 4656 NW Broad (Overall Creek) | Matt Powers | 0.74 | √ | \$ 40.00 |
| 7 | 2609 Candlewick Ct. | Matt Powers | 0.03 | √ | \$ 30.00 |
| 8 | 3699 Caroline Farms | Matt Powers | 0.15 | √ | \$ 30.00 |
| 9 | 531 Cherry Lane | Matt Powers | 0.01 | √ | \$ 10.00 |
| 10 | 1927 Cicero Dr. (Blackman Point) | Matt Powers | 0.01 | √ | \$ 10.00 |
| 11 | 1084 Compton Rd "A" | Matt Powers | 0.10 | √ | \$ 30.00 |
| 12 | 820 Compton Rd "B" | Matt Powers | 0.15 | √ | \$ 30.00 |
| 13 | 542 Compton Rd "C" | Matt Powers | 0.08 | √ | \$ 30.00 |
| 14 | 1000 E County Farm Rd. | Matt Powers | 0.01 | √ | \$ 30.00 |
| 15 | 931 DeJarnette Lane (Oakland) | Matt Powers | 0.07 | √ | \$ 30.00 |
| 16 | 589 DeJarnette Lane (Jennings) | Matt Powers | 0.77 | √ | \$ 30.00 |
| 17 | 3196 Holsted Dr. | Matt Powers | 0.05 | √ | \$ 30.00 |
| 18 | 1955 Kensington Dr. | Matt Powers | 0.12 | √ | \$ 30.00 |
| 19 | 2426 East Main St. (Holly Park) | Matt Powers | 0.01 | √ | \$ 10.00 |
| 20 | 1190 West Main | Matt Powers | 1.2 | √ | \$ 60.00 |
| 21 | 4301 Manchester Pike | Matt Powers | 0.07 | √ | \$ 30.00 |
| 22 | 5730 McArthur Ave (Liberty Station) | Matt Powers | 0.10 | √ | \$ 10.00 |
| 23 | 3427 Memorial Blvd. (VA Hospital) | Matt Powers | 0.08 | √ | \$ 10.00 |
| 24 | 1921 Pacific Place (Olympic Springs) | Matt Powers | 0.09 | √ | \$ 30.00 |
| 25 | 1736 Dr. Martin Luther King Jr. Blvd. | Matt Powers | 0.01 | √ | \$ 30.00 |
| 26 | 5208 Pointer Place | Matt Powers | 0.043 | √ | \$ 30.00 |
| 27 | 4090 Richard Reeves Dr. (Parkway Place) | Matt Powers | 0.56 | √ | \$ 30.00 |
| 28 | 816 Ronald Dr (Liberty Station) | Matt Powers | 0.18 | √ | \$ 30.00 |
| 29 | 2998 Siegel Rd | Matt Powers | 0.03 | √ | \$ 30.00 |
| 30 | 756 N Thompson Lane | Matt Powers | 0.11 | √ | \$ 30.00 |
| 31 | 3173 N Thompson Lane | Matt Powers | 0.11 | √ | \$ 30.00 |
| 32 | 2228 Tortuga Ct (Fox Creek) | Matt Powers | 0.09 | √ | \$ 30.00 |
| 33 | 3030 Waywood Dr. | Matt Powers | 0.06 | √ | \$ 30.00 |
| 34 | 2495 Wilkinson Pk (The Avenue) | Matt Powers | 0.22 | √ | \$ 30.00 |
| Pump Stations Sub-Total Price | | | | \$ | 940.00 |

| Step System Sites (8) | | Comments | Contact Person | Acres | Cuts (as needed) | Price per Cut |
|-------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------|-------|------------------|---------------|
| 1 | Travelers Trace <i>2801 Veals Rd</i> | Mow grass plus spray weeds around all fences and then weed eat and spray gravel area inside chain link fence. | Josh Lemay | 1.0 | √ | \$ 80.00 |
| 2 | Farmhouse Apartments <i>650 Lyons Farm Parkway</i> | Mow grass plus spray weeds around all fences and then weed eat and spray gravel area inside chain link fence. | Josh Lemay | 1.0 | √ | \$ 80.00 |
| 3 | Farmhouse North (single family portion) <i>700 Lyons Farm Parkway</i> | Mow grass plus spray weeds around all fences and then weed eat and spray gravel area inside chain link fence. | Josh Lemay | 1.0 | √ | \$ 80.00 |
| 4 | Farmhouse South (TBD) Lyons Farm Parkway | Mow grass plus spray weeds around all fences and then weed eat and spray gravel area inside chain link fence. | Josh Lemay | 1.0 | √ | \$ 80.00 |
| 5 | Avery Farms, fka Graystone <i>3105 Citrine Drive</i> | Mow grass plus spray weeds around all fences and then weed eat and spray gravel area inside chain link fence. | Josh Lemay | 1.0 | √ | \$ 80.00 |
| 6 | Arbors of Compton <i>1101 Essem Drive</i> | Mow grass plus spray weeds around all fences and then weed eat and spray gravel area inside chain link fence. | Josh Lemay | 1.0 | √ | \$ 80.00 |
| 7 | Dilton Mankin <i>3650 Dilton Mankin Rd.</i> | Mow grass plus spray weeds around all fences and then weed eat and spray gravel area inside chain link fence. | Josh Lemay | 1.0 | √ | \$ 80.00 |
| 8 | Carters Retreat 3591 Bradyville Pike Step System | Mow grass plus spray weeds around all fences and then weed eat and spray gravel area inside chain link fence. | Josh Lemay | 1.0 | √ | \$ 80.00 |
| Step Systems Sub-Total Price | | | | | \$ | 640.00 |

| Water Tanks (5) | | Comments | Contact Person | Acres | Cuts (as needed) | Price per Cut |
|-----------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------|-------|------------------|---------------|
| 1 | Halls Hill Tank <i>2015 Dora Rucker Rd.</i> | Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences | Alan Cranford | 1.89 | √ | \$ 50.00 |

| | | | | | | |
|------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|---------------|------|---|------------------|
| 2 | Jones Blvd. Tank <i>1130 Jones Blvd.</i> | Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences | Alan Cranford | 1.55 | √ | \$ 50.00 |
| 3 | Mill St Tank <i>405 Mill St.</i> | Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences | Alan Cranford | 0.66 | √ | \$ 50.00 |
| 4 | Stoney Meadow Tank <i>2003 Stoney Meadow Dr</i> | Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences | Alan Cranford | 0.79 | √ | \$ 50.00 |
| 5 | Tiger Hill Tank <i>760 County Farm Rd.</i> | Mow all areas inside and outside fence. Trim around sidewalks and paved areas. Sweep sidewalks. Weed Control along fences | Alan Cranford | 1.87 | √ | \$ 50.00 |
| Water Tanks Sub-Total Price | | | | | | \$ 250.00 |

| Plant Facilities (2) | Comments | Acres | Cuts (as needed) | Land- scaping (monthly , and as needed) | Mulch (2 per year) | Price per Cut Price per Visit for Services listed |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------|-----------------------------------------------------|---------------------------------|------------------------------------------------------------|
| Water Quality Control Center <i>2032 Blanton Dr.</i> STAFF CONTACT: JOSH LEMAY | Mow all open areas inside the fence. Trim around sidewalks, valve boxes, ditches, and sweep sidewalks. Cut outside perimeter of fence as directed and along Blanton Drive to the gate on the east side of the bridge. Also cut access roads under the bridge to the river. The contractor shall cut around all open tanks so as to blow all clippings away from the tanks. Before any chemical killer of any kind can be used, contact plant manager. | 20.42 | √ | N/A to this Location | N/A to this location | Cut: \$ 700.00 |
| Stones River Water Treatment Plant <i>5528 Sam Jared Drive</i> | Edge walkway and curb from main gate to front door of plant, also curb on right side from front gate to back side of plant. Mow between fence and blacktop on Sam Jared Drive from south end to north end of | 11.8 | √ | √ | √ | Cut: \$ 500.00 |

| | | | | | | |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|-----------------------|-------------------------------------------------------------------------------|
| STAFF CONTACT: ALAN CRANFORD | chain link fence. Mow around the sludge lagoons. Trim around all structures including river pumping stations, weather station, screw pumps, high service pumps, electric switchgear, and buildings as well as main plant. The contractor shall cut around all open tanks so as to blow all clippings away from tanks, fences, buildings, driveways, needed basis. Shrub pruning and Tree limb ups will be conducted monthly. <i>Mulch application: a deep edge before new mulch installation, a granular pre-emergent herbicide, and application of red mulch to all existing mulch areas twice a year.</i> Before any chemical killer of any kind can be used, contact plant manager. | | | | | Landscaping: \$ 700.00/month Mulching: \$ 4,500.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Plant Facilities Subtotal Prices: | | | | | Cuts (2 sites) | \$ 36,000.00 |
| | | | | | Landscaping | \$ 8,000.00 |
| | | | | | Mulching | \$ 9,000.00 |

| Cemeteries (2) | | Comments | Contact Person | Acres | Cuts (as needed) | Price per cut |
|----------------------------------|------------------------------------------------|-----------------------------------------------------------------------------------------|----------------|-------|------------------|---------------|
| 1 | Coleman Farm 1024 Central Valley Rd | Mow grass plus spray weeds around all fences and then weed eat inside chain link fence. | Robert Hughes | 0.02 | √ | \$ 30.00 |
| 2 | Coleman Farm 1428 Central Valley Rd. | Mow grass plus spray weeds around all fences and then weed eat inside chain link fence. | Robert Hughes | 0.03 | √ | \$ 30.00 |
| Cemeteries Subtotal Price | | | | | \$ | 60.00 |

| | Other Sites (5) | Comments | Contact Person | Acres | Cuts (as needed) | Price per cut |
|---|----------------------------------------------------|-----------------------------------------------------------------------------------------|----------------|-------|------------------|---------------|
| 1 | Walter Hill Dam 5430 Lebanon Pike | Mow grass plus spray weeds around all fences and then weed eat inside chain link fence. | Alan Cranford | 0.04 | √ | \$ 10.00 |
| 2 | Raw Water Intake 4837 Central Valley Rd. | Mow grass plus spray weeds around all fences and then weed eat inside chain link fence. | Alan Cranford | 3.42 | √ | \$ 100.00 |

| | | | | | | |
|-----------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------|------|---|------------------|
| 3 | MWRD/CUD Meter Station 1 Sam Jared Dr | Mow grass plus spray weeds around all fences and then weed eat inside chain link fence. | Alan Cranford | .04 | √ | \$ 30.00 |
| 4 | Oxygen Injection Station 3877 Old Nashville Hwy | BI-WEEKLY ONLY Mow grass plus spray weeds around all fences and then weed eat inside chain link fence. | Josh Lemay | 0.23 | √ | \$ 30.00 |
| 5 | Southwest Repurified Tank 1205 Walter Hale Dr. | BI-WEEKLY ONLY Mow tree line to tree line down access road, area within fence, and 10 feet outside fenced areas. | Josh Lemay | 1.2 | √ | \$ 80.00 |
| Other Sites Subtotal Price | | | | | | \$ 250.00 |

SEWER EASEMENTS – BUSH HOGGING (City will schedule AS NEEDED)

| | Sewer Easements (22) | | Contact Person | Length x Width of Easement | Price per cut Bush-Hogging |
|-----------|--------------------------------------|----------------------------------|-----------------------|-----------------------------------|-----------------------------------|
| 1 | Old Salem Rd-Veterans Pkwy | Bush Hog Site in Spring and Fall | Matt Powers | 3,080 ft x 30 ft | \$ 250.00 |
| 2 | Veterans Pkwy-Old Salem Rd | Bush Hog Site in Spring and Fall | Matt Powers | 5,685 ft x 30 ft | \$ 300.00 |
| 3 | Old Salem Rd-Perlino Dr | Bush Hog Site in Spring and Fall | Matt Powers | 7,150 ft x 20 ft | \$ 300.00 |
| 4 | Franklin Rd (Hwy 96)-Blaze Dr | Bush Hog Site in Spring and Fall | Matt Powers | 3,660 ft x 20 ft | \$ 300.00 |
| 5 | Perlino Dr-Franklin Rd (Hwy 96) | Bush Hog Site in Spring and Fall | Matt Powers | 7,130 ft x 20 ft | \$ 300.00 |
| 6 | Fortress Blvd-Puckett Creek Crossing | Bush Hog Site in Spring and Fall | Matt Powers | 2,635 ft x 30 ft | \$ 250.00 |
| 7 | Puckett Creek Crossing-Manson Pike | Bush Hog Site in Spring and Fall | Matt Powers | 2,828 ft x 30 ft | \$ 250.00 |
| 8 | Asbury Lane (I-840)-Asbury Rd | Bush Hog Site in Spring and Fall | Matt Powers | 5,455 ft x 30 ft | \$ 300.00 |
| 9 | Asbury Rd – Hord Rd (I-840) | Bush Hog Site in Spring and Fall | Matt Powers | 3,630 ft x 30 ft | \$ 300.00 |
| 10 | Rucker Rd-Elam Mill Rd | Bush Hog Site in Spring and Fall | Matt Powers | 6,550 ft x 30 ft | \$ 300.00 |
| 11 | E County Farm Rd (PS41)-Elam Rd | Bush Hog Site in Spring and Fall | Matt Powers | 1,386 ft x 30 ft | \$ 250.00 |
| 12 | Elam Rd-I-24 | Bush Hog Site in Spring and Fall | Matt Powers | 6,018 ft x 30 ft | \$ 250.00 |
| 13 | Warrior Dr/Beasie Rd-I-24 | Bush Hog Site in Spring and Fall | Matt Powers | 7,536 ft x 40 ft | \$ 300.00 |

| | | | | | |
|----------------------------------------------------------------------|------------------------------------|----------------------------------|-------------|------------------|-------------|
| 14 | I-24-S Molloy Lane | Bush Hog Site in Spring and Fall | Matt Powers | 3,766 ft x 40 ft | \$ 300.00 |
| 15 | N Highland Ave-E Clark Blvd | Bush Hog Site in Spring and Fall | Matt Powers | 1,880 ft x 30 ft | \$ 250.00 |
| 16 | E Clark Blvd-Memorial Blvd | Bush Hog Site in Spring and Fall | Matt Powers | 1,572 ft x 30 ft | \$ 250.00 |
| 17 | E Clark Blvd-Memorial Blvd | Bush Hog Site in Spring and Fall | Matt Powers | 905 ft x 60 ft | \$ 250.00 |
| 18 | Sulphur Springs Rd-Battleground Dr | Bush Hog Site in Spring and Fall | Matt Powers | 2,264 ft x 20 ft | \$ 250.00 |
| 19 | Brinkley Rd x Blackman Woods Ct | Bush Hog Site in Spring and Fall | Matt Powers | 2,445 ft x 20 ft | \$ 250.00 |
| 20 | Armstrong Valley Rd-Veterans Pkwy | Bush Hog Site in Spring and Fall | Matt Powers | 2,990 ft x 30 ft | \$ 250.00 |
| 21 | Veterans Pkwy-Weston Blvd | Bush Hog Site in Spring and Fall | Matt Powers | 3,000 ft x 25 ft | \$ 250.00 |
| 22 | Rolling Creek Dr-Waterside Dr | Bush Hog Site in Spring and Fall | Matt Powers | 1,465 ft x 30 ft | \$ 250.00 |
| SEWER EASEMENT SITES – BUSH HOGGING CUTS SUB TOTAL PRICE: | | | | | \$ 5,950.00 |

BID RESPONSE FORM

ITB-34-2025 Grass Cutting, Landscape & Mulch, and Bush-Hogging Services

Pricing shall be firm through June 30, 2026 with the option to renew for up to four additional one-year terms. The City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within 90 days from the date of opening, to furnish the item upon which price is quoted.

| | | | |
|-----------------------------------------------------|-------------------------------------|---------------------------------------------------|------------------------------------------|
| 1. Grass Cutting Services | Areas (# of sites) | Sub-Total Price for each Area Type Per Cut | Annual Total (30 cuts per year) |
| | Pump Stations (34) | \$ 940.00 | \$ 28,200.00 |
| | Step Systems (5) | \$ 640.00 | \$ 19,200.00 |
| | Water Tanks (5) | \$ 250.00 | \$ 7,500.00 |
| | Treatment Plants (2) | \$ 1,200.00 | \$ 36,000.00 |
| | Cemeteries (2) | \$ 60.00 | \$ 1,800.00 |
| | Other Sites (3) | \$ 140.00 | \$ 4,200.00 |
| | Other Sites (2) at biweekly only | \$ 110.00 x 15 cuts per year = | \$ 1,650.00 |
| ANNUAL TOTAL for Grass Cutting Sites: | | | \$ 98,550.00 |
| | | | |
| 2. Landscaping and Maintenance Services | Areas (# of sites) | Sub-Total Price Per Visit for Maintenance | Annual Total (12 visits per year) |
| | Sewer Treatment Plant only (1) | \$ 700.00 | \$ 8,400.00 |
| ANNUAL TOTAL for Landscape Maintenance Site: | | | |
| | | | |
| 3. Mulching Services | Areas (# of sites) | Sub-Total Price Per Visit for Mulching | Annual Total (2 visits per year) |
| | Sewer Treatment Plant only (1) | \$ 4,500.00 | \$ 9,000.00 |
| ANNUAL TOTAL for Mulching Site: | | | |
| | | | |
| 4. Bush Hogging | Areas (# of sites) | Sub-Total Price for Bush-Hogging | Annual Total (2 visits per year) |
| | Sewer Easements (22) | \$ 6,000.00 | \$ 12,000.00 |
| ANNUAL TOTAL for Bush Hogging Sites: | | | |

| ANNUAL TOTAL FOR ALL SERVICES COMBINED (Add Totals of Table Sections 1 + 2 + 3 + 4 = ANNUAL TOTAL) | \$ 127,850.00 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| HOURLY RATE (labor): City may request tree, bush, and flower replacement, as needed, price per hourly rate. <u>Note:</u> Vendor is to provide the plants. The plant cost plus labor shall be clearly noted on invoices, in accordance with Bid Specifications. | \$ 60.00 /hr. |

Barton Lawn Care

Bidder/Company Name

Gary Barton

Signature

11/19/2025

Date

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Medium Duty Vehicle Purchase

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider the purchase of a 2026 Chevrolet 4500 work truck.

Staff Recommendation

Approve of the vehicle purchase through Wilson County Motors. The Water Resources Board recommended approval at the December 9th meeting.

Background Information

This vehicle will replace Unit 124, a 2013 Ford F-350. The replacement was approved by Fleet Services due to Unit 124 being unable to pull a larger trailer and equipment. Unit 124 will be repurposed until end of its useful life. Staff located the vehicle on the State of Tennessee Vehicle Contract.

Council Priorities Served

Responsible Budgeting

By purchasing through the statewide contract, the department benefits from competitive pricing.

Fiscal Impact

The total purchase price is \$77,616. This vehicle was budgeted in the FY26 Capital Budget in the amount of \$90,000.

Attachments

Wilson County Motors Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WILSON COUNTY MOTORS, LLC
FOR PURCHASE OF VEHICLE**

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 **WILSON COUNTY MOTORS, 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. 209/88746 with Wilson County Motors, LLC;***
- ***Sales Quotation dated November 7, 2025, from Wilson County Motors, LLC for one (1) 2026 Chevy Silverado MD4500 Chassis 4WD Crew Cab 60 CA Diesel work truck with accessories as listed and specialty bed liner (Exhibit A); and***
- ***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. 209/88746 with Wilson County Motors, LLC;***
- ***Lastly, Sales Quotation dated November 7, 2025 from Wilson County Motors, LLC for one (1) 2026 Chevy Silverado MD4500 Chassis 4WD Crew Cab 60CA Deisel work truck with accessories as listed and specialty bed liner (Exhibit A)***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicle with optional equipment listed and as set forth in Contractor's Sales Quotation dated November 7, 2025, from Wilson County Motors, LLC for one (1) 2026 Chevy Silverado MD4500 Chassis 4WD Crew Cab 60CA Deisel work truck with accessories as listed and specialty bed liner.
2. **Term.** The term of this Contract shall be from the one year from the Effective Date first listed above. 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 Sales Quotation November 7, 2025, from Wilson County Motors, LLC, for a 2026 Chevy Silverado MD4500 Chassis 4WD Crew Cab 60CA Deisel work truck with accessories as listed and specialty bed liner (Exhibit A). reflecting a **Total Purchase Price of \$77,615.92**. 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 Water Resources Department shall be made within 180 days of issuance of Purchase Order to Attn: Matt Powers – Operations and Maintenance – 1725 South Church Street, Murfreesboro, TN 37130. Contact Person Matt Powers (tel. 615-893-1223; email: mpowers@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 bid shall meet the warranty requirements set forth in the specifications 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:

City of Murfreesboro
Attn: City Manager
Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:

Wilson County Motors, LLC
Shelby Walsh
903 S. Hartman Dr.
Lebanon, TN 37090
Phone: (615) 444-9642
shelby@wilsoncountyauto.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

WILSON COUNTY MOTORS, LLC.

By: _____
Shane McFarland, Mayor

By: _____
Shelby Walsh, Fleet Manager

APPROVED AS TO FORM:

Signed by:

43A2035E31F9401...
Adam F. Tucker, City Attorney



Wilson County Motors SWC# 209 Vendor #0000000869

Shelby Walsh | *All quotes have a 90 day expiration date* | shelby@wilsoncountyauto.com

2026 Silverado MD4500 4WD CC - Mboro Water

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT





Wilson County Motors SWC# 209 Vendor #0000000869

Shelby Walsh | *All quotes have a 90 day expiration date* | shelby@wilsoncountyauto.com

Wilson County Motors SWC# 209 Vendor #0000000869

Prepared By:

Shelby Walsh

Wilson County Motors SWC# 209 Vendor #0000000869

All quotes have a 90 day expiration date

shelby@wilsoncountyauto.com


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Wilson County Motors SWC# 209 Vendor #0000000869

Shelby Walsh | *All quotes have a 90 day expiration date* | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Price Summary


| PRICE SUMMARY | | |
|-----------------------|--------------|-------------|
| | VQ2 | MSRP |
| Base Price | \$61,425.38 | \$67,205.00 |
| Total Options | (\$2,643.60) | \$890.00 |
| Vehicle Subtotal | \$58,781.78 | \$68,095.00 |
| Tire Weight Tax (TWT) | \$26.64 | \$26.64 |
| Destination Charge | \$2,095.00 | \$2,095.00 |
| Grand Total | \$60,903.42 | \$70,216.64 |

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Shelby Walsh | *All quotes have a 90 day expiration date* | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Weight Ratings


| WEIGHT RATINGS | |
|---------------------------------|--------------|
| Front Gross Axle Weight Rating: | 7500 lbs |
| Rear Gross Axle Weight Rating: | 11000 lbs |
| Gross Vehicle Weight Rating: | 16500.00 lbs |

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Technical Specifications

Medium Duty

Medium Duty Performance


| | | | |
|-------------------------------------------|-----------|-------------------------------------------|-------|
| Front Axle % | N/A | Rear Axle % | N/A |
| Driver Weight | 350.0 lbs | Front Ground Load | N/A |
| Rear Ground Load | N/A | 1st gear High Speed (High Axle Gear) | N/A |
| 2nd gear High Speed (High Axle Gear) | N/A | 3rd gear High Speed (High Axle Gear) | N/A |
| 4th gear High Speed (High Axle Gear) | N/A | 5th gear High Speed (High Axle Gear) | N/A |
| 6th gear High Speed (High Axle Gear) | N/A | 1st gear Low Speed (High Axle Gear) | N/A |
| 2nd gear Low Speed (High Axle Gear) | N/A | 3rd gear Low Speed (High Axle Gear) | N/A |
| 4th gear Low Speed (High Axle Gear) | N/A | 5th gear Low Speed (High Axle Gear) | N/A |
| 6th gear Low Speed (High Axle Gear) | N/A | 1st gear High Speed (Low Axle Gear) | N/A |
| 2nd gear High Speed (Low Axle Gear) | N/A | 3rd gear High Speed (Low Axle Gear) | N/A |
| 4th gear High Speed (Low Axle Gear) | N/A | 5th gear High Speed (Low Axle Gear) | N/A |
| 6th gear High Speed (Low Axle Gear) | N/A | 1st gear Low Speed (Low Axle Gear) | N/A |
| 2nd gear Low Speed (Low Axle Gear) | N/A | 3rd gear Low Speed (Low Axle Gear) | N/A |
| 4th gear Low Speed (Low Axle Gear) | N/A | 5th gear Low Speed (Low Axle Gear) | N/A |
| 6th gear Low Speed (Low Axle Gear) | N/A | Reduction | 13.33 |
| Torque @ Clutch Engage | N/A | Starting Grade Index | N/A |
| 1st Gear Tractive Effort (High Axle Gear) | N/A | 2nd Gear Tractive Effort (High Axle Gear) | N/A |
| 3rd Gear Tractive Effort (High Axle Gear) | N/A | 4th Gear Tractive Effort (High Axle Gear) | N/A |
| 5th Gear Tractive Effort (High Axle Gear) | N/A | 6th Gear Tractive Effort (High Axle Gear) | N/A |
| 1st Gear Tractive Effort (Low Axle Gear) | N/A | 2nd Gear Tractive Effort (Low Axle Gear) | N/A |
| 3rd Gear Tractive Effort (Low Axle Gear) | N/A | 4th Gear Tractive Effort (Low Axle Gear) | N/A |
| 5th Gear Tractive Effort (Low Axle Gear) | N/A | 6th Gear Tractive Effort (Low Axle Gear) | N/A |
| 1st Gear Gradeability (High Axle Gear) | N/A | 2nd Gear Gradeability (High Axle Gear) | N/A |
| 3rd Gear Gradeability (High Axle Gear) | N/A | 4th Gear Gradeability (High Axle Gear) | N/A |
| 5th Gear Gradeability (High Axle Gear) | N/A | 6th Gear Gradeability (High Axle Gear) | N/A |
| 1st Gear Gradeability (Low Axle Gear) | N/A | 2nd Gear Gradeability (Low Axle Gear) | N/A |
| 3rd Gear Gradeability (Low Axle Gear) | N/A | 4th Gear Gradeability (Low Axle Gear) | N/A |

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Wilson County Motors SWC# 209 Vendor #0000000869

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Medium Duty

Medium Duty Performance


| | | | |
|----------------------------------------|-------------|----------------------------------------|-------------|
| 5th Gear Gradeability (Low Axle Gear) | N/A | 6th Gear Gradeability (Low Axle Gear) | N/A |
| Geared Road Speed | 0.00 MPH | Actual Loaded Speed | N/A |
| Grade (%) | 2.0 | Maximum Speed Gradeability | N/A |
| Torque Converter | N/A | Maximum Capacity @ 0° F | 2200.00 |
| % of Body on Front Axle | 32.62 | % of Body on Rear Axle | 67.38 |
| Body Weight Front | 0.00 lbs | Body Weight Rear | 0.00 lbs |
| Actual Loaded Speed (First Part, MPH) | N/A | Actual Loaded Speed (Second Part, RPM) | |
| Actual Loaded Speed (Third Part, Gear) | | Road Type | Concrete |
| Body Weight | 0.0 lbs | Driver Weight Front | N/A |
| Driver Weight Rear | N/A | Medium Duty Body Type | None |
| Front Total Load | 5564.00 lbs | Rear Total Load | 3250.00 lbs |

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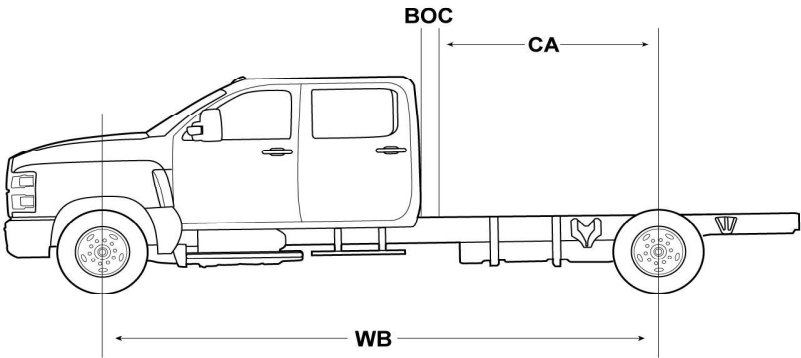
Shelby Walsh | *All quotes have a 90 day expiration date* | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Weight Distribution

SPECIFICATION SUMMARY

| | |
|-------------------------------|--------------|
| Model # | CK56043 |
| Truck/Tractor | |
| Wheelbase (WB) | 175 in |
| Cab to Axle (CA) | 60.08 in |
| Cab to Body/Swing Clear (BOC) | 3.0 in |
| Body Length | 0.0 ft |
| Body Weight | 0.0 lbs |
| Cargo Weight | 0.00 lbs |
| Front GAWR | 7500 lbs |
| Rear GAWR | 11000 lbs |
| GVWR | 16500.00 lbs |



CA: 60.08 in
BOC: 3.0 in
WB: 175 in

| | |
|-----------------------|----------------------|
| Fr%: N/A | Rr%: N/A |
| Front Wt: 5564.00 lbs | Rear Wt: 3250.00 lbs |


| GAWR/GVWR | GVW | Remaining Payload Wt |
|--------------|-------------|----------------------|
| 16500.00 lbs | 9164.00 lbs | 7,336.00 lbs |

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Weight Distribution


| SPECIFICATION DETAILS | | | |
|-----------------------|-------------|--------------|---------------|
| | Front Axle | Rear Axle | Total |
| Actual | | | |
| Chassis | 5564.00 lbs | 3250.00 lbs | 8814.00 lbs |
| Body | 0.00 lbs | 0.00 lbs | 0.0 lbs |
| Payload | 0.00 lbs | 0.00 lbs | 0.00 lbs |
| Trailer | | | 0.0 lbs |
| Totals | 5564.00 lbs | 3250.00 lbs | 9164.00 lbs |
| Capacity | | | |
| Axle | 7500 lbs | 11000 lbs | 18500.00 lbs |
| Suspension | 7500 lbs | 11000 lbs | 18,500.00 lbs |
| Tire | 7940 lbs | 15000 lbs | 22940.00 |
| Total Axle Rating | 7500.00 lbs | 11000.00 lbs | 18500.00 lbs |

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Selected Model and Options

| MODEL | | | |
|---------|---------------------------------------------|-------------|-------------|
| CODE | MODEL | VQ2 | MSRP |
| CK56043 | 2026 Chevrolet Silverado MD 4WD Crew Cab WT | \$61,425.38 | \$67,205.00 |

| COLORS | |
|--------|--------------|
| CODE | DESCRIPTION |
| GAZ | Summit White |

| MODEL OPTION | | | | | |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|------|------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| R7M | 4500 HD Series (Included and only available with (C7Y) 14,001 lbs. GVWR, (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR or (C7R) 16,500 lbs. GVWR.) | 0.00 lbs | 0.00 lbs | Inc. | Inc. |

| GVWR | | | | | |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| C7R | GVWR, 16,500 lbs. (7484 kg) (Silverado 4500 HD 4X4 models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |


| REQUIRED OPTION | | | | | |
|-----------------|---------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| R6G | 26,000 lbs. GCWR (11,793 kg) (Requires 26k GCWR transmission (MWA, MWB, MIU, MIA, MH1, MG0, MIX, MF0, MA6 or MB6).) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

| ENGINE | | | | | |
|--------|--------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| L5D | Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2500 rpm, 750 lb.-ft. torque @ 1400 rpm (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| POWER TAKE OFF | | | | | |
|----------------|------------------------------------------------------------------------------------------------|--------------|-------------|----------|----------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| PTO | Power Take Off, engine control provisions Access is available on left-hand and right-hand side | 0.00 lbs | 0.00 lbs | \$246.40 | \$280.00 |

| AXLE | | | | | |
|------|----------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| 092 | Rear axle, 4.30 ratio Max road speed: 79 MPH | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| FRONT AXLE | | | | | |
|------------|----------------------------------------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| FTB | Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| REAR AXLE | | | | | |
|-----------|----------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| GL4 | Rear axle, 11,000 lb. (4,999 kg) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |


| REAR SUSPENSION | | | | | |
|-----------------|---------------------------------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| GR3 | Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

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Wilson County Motors SWC# 209 Vendor #0000000869

Shelby Walsh | *All quotes have a 90 day expiration date* | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

WHEELBASE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------|--------|
| FNV | Wheelbase, 175" (444.5 cm), 60" CA (Requires (F0C) 49" axle to end of frame. Not available with (N12) straight exhaust system that terminates ahead of rear wheels or (NPK) right side exit exhaust ahead of rear wheels.) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|----------------------------------------------------------|--------------|-------------|--------|--------|
| 1WT | WT Preferred Equipment Group includes standard equipment | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

WHEELS

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|-------------------------------------------------------------------------|--------------|-------------|--------|--------|
| PWQ | Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

FRONT TIRES

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------|--------|
| XEY | Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lbs. (Requires (YEY) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lbs. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lbs.) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

REAR TIRES


| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------|--------|
| YEY | Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lbs. (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

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| SPARE TIRE | | | | | |
|------------|-------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| 9L3 | Spare tire delete (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| PAINT SCHEME | | | | | |
|--------------|--------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| ZY1 | Paint, solid | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| PAINT | | | | | |
|-------|--------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| GAZ | Summit White | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| SEAT TYPE | | | | | |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| AE7 | Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Not available with (H0U) Jet Black Interior.) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

| SEAT TRIM | | | | | |
|-----------|-----------------------------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| H2Q | Dark Ash seats with Jet Black interior accents, Vinyl seat trim | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |


| RADIO | | | | | |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------|--------|
| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
| IO3 | Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar services capable.) (STD) | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|------|-------------------------|--------------|-------------|--------|--------|
| VQ2 | Fleet Processing Option | 0.00 lbs | 0.00 lbs | \$0.00 | \$0.00 |

CUSTOM EQUIPMENT


| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT | VQ2 | MSRP |
|--------------------------|------------------|--------------|-------------|--------------|----------|
| Assist | Assistance | 0.00 lbs | 0.00 lbs | (\$3,500.00) | \$0.00 |
| Federal | Federal Tire Fee | 0.00 lbs | 0.00 lbs | \$10.00 | \$10.00 |
| Svc | Svc Fee | 0.00 lbs | 0.00 lbs | \$600.00 | \$600.00 |
| Options Total | | 0.00 lbs | 0.00 lbs | (\$2,643.60) | \$890.00 |
| As Specified Curb Weight | | 5564.00 lbs | 3250.00 lbs | | |

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Standard Equipment

Mechanical


| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GVWR, 16,500 lbs. (7484 kg) (Silverado 4500 HD 4X4 models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD) |
| Emissions, 50 state certification |
| Emissions, USA 50 State certified |
| Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2500 rpm, 750 lb.-ft. torque @ 1400 rpm (STD) |
| Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lbs. GVWR, (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD) |
| Rear axle, 4.30 ratio Max road speed: 79 MPH |
| Wheelbase, 175" (444.5 cm), 60" CA (Requires (F0C) 49" axle to end of frame. Not available with (N12) straight exhaust system that terminates ahead of rear wheels or (NPK) right side exit exhaust ahead of rear wheels.) (STD) |
| Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving |
| Front suspension, 7,500 lbs. (3,402 kg) multi-leaf, includes shock absorbers |
| Rear axle, 11,000 lb. (4,999 kg) |
| Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate (STD) |
| Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released |
| Transmission shift control calibration, fuel sense Performance |
| Four wheel drive |
| Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab |
| Alternator, 150 amps |
| Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame. |
| Trailer brake controller, integrated |
| Incomplete vehicle |

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Mechanical

- Axle to End of Frame, 49" (Requires wheelbase (EM1) 199" or (FNV) 175". Not available with (G40), (GP1) or (GP8) rear air suspension.)
- Axle, Open rear axle, non-locking rear
- Axle lubricant, front, synthetic oil EmGard FE-75W-90
- Axle lubricant, rear, synthetic oil EmGard FE -75W-90
- Steering, power (Bosch S2 8014 Plus)
- Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)
- Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle
- Fuel, diesel B20
- Capped Fuel Fill
- Exhaust system, right side exit, behind rear wheels (Requires (FNV) 175" wheelbase.)
- Exhaust brake

Exterior


- Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
- Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lbs. (Requires (YEV) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lbs. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lbs.) (STD)
- Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lbs. (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD)
- Spare tire delete (STD)
- Wheel, spare delete
- Bumper, front, Black
- Assist steps
- Front fender extension, painted body color
- Grille, base, molded in color, Black
- Grille guard screen, insect protection (mounted behind grille)
- Headlamps, halogen projector-beam
- Lamps, cargo area, cab mounted with switch on center switch bank
- Lamps, Smoked Amber roof marker
- Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Exterior

- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Antenna, fixed mast
- Door handles, Black

Entertainment

- Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar services capable.) (STD)
- SiriusXM, delete
- 6-speaker audio system

Interior


- Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Not available with (H0U) Jet Black Interior.) (STD)
- Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)
- Seat trim, Vinyl
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
- Seat Belt, Black
- Floor covering, Graphite-colored rubberized-vinyl
- Steering wheel, urethane
- Steering column, manual Tilt-Wheel
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Speedometer, miles/kilometers
- Driver Information Center, 3.5" diagonal monochromatic display provides warning messages and basic vehicle information
- Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel
- Windows, power with driver express up and down and express down on all other windows
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Interior

- Mirror, inside rearview manual day/night
- Visors, driver and front passenger, vinyl
- Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

- Brake, parking, driveline park brake system
- StabiliTrak, Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist
- Traction control

Safety-Exterior

- Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

- Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)
- OnStar, delete
- Rear Vision Camera, display integrated into Radio (Shipped loose in cab for upfitter installation.)
- Horn, Trumpet Style, single-note

WARRANTY


- Warranty Note: <<< Preliminary 2026 Warranty >>>
- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 75,000
- Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Corrosion Years: 4
- Corrosion Miles/km: Unlimited
- Rear Axle Years: 5
- Rear Axle Miles/km: 75,000
- Frame Rail Years: 3
- Frame Rail Miles/km: 36,000
- Frame Rail Note: 3 years/36,000 miles (no charge) AND up to 5 years/Unlimited miles (50% charge)
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 75,000
- Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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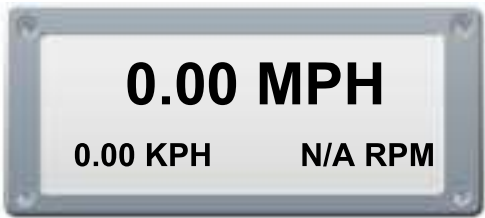
Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Geared Road Speed

SPECIFICATION SUMMARY

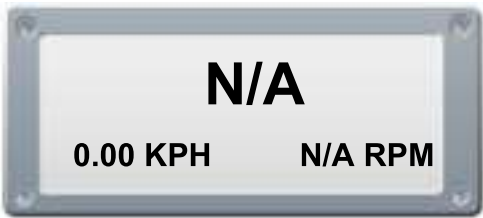
| | |
|-------------------------|------------------------|
| Model # | CK56043 |
| Engine Order Code | L5D |
| Model Manufacturer | Duramax |
| Type | Turbocharged Diesel V8 |
| Displacement | 6.6L/403 |
| Horsepower | 350 @ 2500 |
| Starting Torque | N/A |
| Transmission Order Code | MWA |
| Model Manufacturer | Allison |
| Type | 6-Speed Automatic |
| Second Hip Room | 60.24 in |
| Rear Axle Order Code | GL4 |
| Model Manufacturer | A1700HS |
| Weight Rating | 11000 lbs |
| Ratio:1 | 4.30 |
| Rear Tires | 225/70R19.5G |
| Revolutions/Mile Front | N/A |
| Revolutions/Mile Rear | N/A |
| Surface Type | Concrete |
| Desired Grade | 2% |

Geared Road Speed



0% Grade in gear

Actual Loaded Speed



2% Grade in gear


Note: Simulated speedometer appearance may not correspond with selected equipment.

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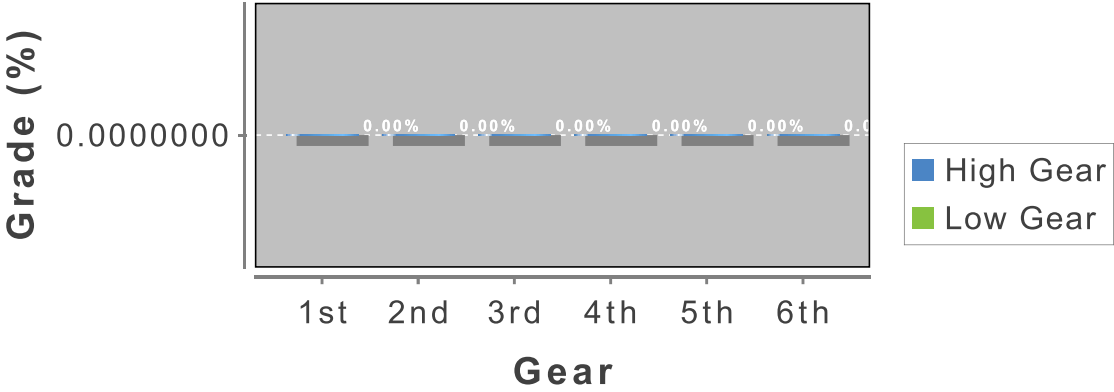
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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)

Gradeability Chart

SPECIFICATION SUMMARY

| | |
|-------------------------|------------------------|
| Model # | CK56043 |
| Engine Order Code | L5D |
| Model Manufacturer | Duramax |
| Type | Turbocharged Diesel V8 |
| Displacement | 6.6L/403 |
| Horsepower | 350 @ 2500 |
| Starting Torque | N/A |
| Transmission Order Code | MWA |
| Model Manufacturer | Allison |
| Type | 6-Speed Automatic |
| Second Hip Room | 60.24 in |
| Rear Axle Order Code | GL4 |
| Model Manufacturer | A1700HS |
| Weight Rating | 11000 lbs |
| Ratio:1 | 4.30 |
| Rear Tires | 225/70R19.5G |
| Revolutions/Mile Front | N/A |
| Revolutions/Mile Rear | N/A |
| Surface Type | Concrete |
| Desired Grade | 2% |




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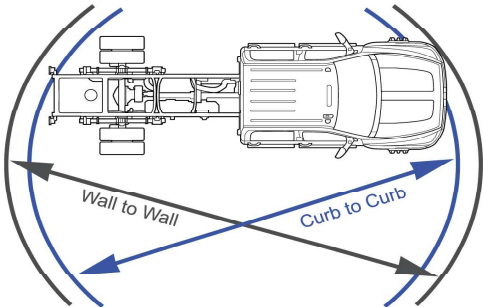
Turning Circle

SPECIFICATION SUMMARY

| | |
|------------------------|----------------|
| Model # | CK56043 |
| Front Axle Order Code | FTB |
| Capacity (lbs) | 7500 lbs |
| Wheelbase Order Code | FNV |
| Wheelbase (in) | 175 in |
| Front Wheel Order Code | |
| Size/Type (in) | 19.5 x 6.75 in |
| Front Tire Order Code | XEY |
| Size/Type | 225/70R19.5G |

Wall to Wall (ft): 56.4 ft

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): 54.8 ft

Curb to Curb diameter is measured from the outside of the front tire.

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Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56043) 4WD Crew Cab WT ( Incomplete)



Note:Photo may not represent exact vehicle or selected equipment.

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Data Version: 26919. Data Updated: Nov 6, 2025 6:49:00 PM PST.



QUOTE

Wilson County Motors

903 South Hartmann Drive
Phone 615.444.9642 Fax 615.547.0286
shelby@wilsoncountyauto.com

DATE: NOVEMBER 07, 2025

TO *Murfreesboro Water Resources*

| FLEET DEPT | DPP 1 DATE | DPP 2 DATE | FAN# | DELIVERY DATE | PAYMENT TERMS | ORDER DATE |
|--------------|------------|------------|----------|---------------|---------------|------------|
| Shelby Walsh | | | Delivery | | | |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | | LINE TOTAL |
|----------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------|--|-------------|
| 1 | CK56043 | 2026 Chevrolet Silverado MD 4500 Chassis 4WD Crew Cab 60CA Diesel | \$60,903.42 | | \$60,903.42 |
| 1 | Aftmrkt | Knapheide PGTD-94 MD B-N-W turnover ball in floor Painted black 21,000 lb. Receiver hitch with 7 blade plug Installed on 60"CA DW | \$16,712.50 | | \$16,712.50 |
| SUBTOTAL | | | | | \$77,615.92 |
| | | | | | Tax Exempt |
| TOTAL | | | | | \$77,615.92 |

THANK YOU FOR YOUR BUSINESS!

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Medical Center Parkway Widening Ph. 2 – Tap Abandonment & Valve Box Replacements

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider approval of the services involving Rollins Excavating, through the City's existing Stormwater & Concrete Maintenance Contract to abandon repurified water taps and replace valve boxes from Thompson Lane to just east of Searcy Street.

Staff Recommendation

Approve of the Rolling Excavating work order. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

The City is utilizing the existing Stormwater & Concrete Maintenance Contract to widening Medical Center Parkway Phase 2. In this section of roadway, the Department has an existing 12" & 24" repurified water line that runs along the center line of the road underneath the landscaped medians. Staff believes the 12" portion of the line is approximately 5-8 feet deep, but the 24" portion of the line is expected to be 15' deep as it was installed prior to this section of roadway being built and because of all the fill that was placed for this section.

There are 13 repurified water valves that need to be replaced as the existing valve boxes are small round metal covers that have shifted to where O&M would not be able to reach the valve nut with a key in the future should there be a need to shut the water line down. Also, there are 38 water service line taps and meters in six islands. The islands are being reduced in width, and the City has abandoned all meters except for 1 per island. Also, this reduction in width will leave many of the service taps under the roadway and staff thinks it is best to remove these remaining connections altogether to avoid future leaks that could cause future roadway settlement issues.

Using the time and materials option under this contract, the estimated cost for this work is \$141,510. Rollins is going to excavate in the area of the taps, and our O&M crew will abandon them. All valve replacement work will be performed by Rollins. Because this pricing is based on a depth of 10 foot and staff knows that a portion of the repurified water line is at 15 feet, staff would like to also request approval for a 20% contingency.

Council Priorities Served*Responsible budgeting*

Replacing valve boxes and abandoning taps during construction will avoid possible costly emergency repairs in the future for roadway settlement due to leaks and abandonment of the service connections.

Fiscal Impact

The cost, \$170,000, would be funded from Working Capital Reserves and includes a 20% contingency.

Attachments

Rollins Excavating Estimate

ROLLINS EXCAVATING COMPANY

1468 Middle Tennessee Blvd.
Murfreesboro, TN 37130

Phone: 615-890-0722
Fax: 615-848-9115

ESTIMATE ONLY

TO: City of Murfreesboro
Attn: Eric Toombs
111 West Vine Street
Murfreesboro, TN 37130

DATE: 12/1/2025
JOB#: 2530

LOCATION: Water Valves/Medical Center Pkwy

This is an ESTIMATE ONLY to install concrete risers including castings on water valves located on Medical Center Pkwy (per each) estimated 10 Ft Depth:

| | |
|---------------------|----------|
| 18" Concrete Risers | \$485.00 |
| 67 Stone Backfill | \$634.48 |
| Mini Excavator | \$453.20 |
| Dump Truck | \$453.20 |
| Labor | \$494.40 |
| Traffic Control | \$632.00 |
| Valve Box Casting | \$348.48 |

Total Estimate: \$3,500.76 (each)

*Water tap excavate and restore: Estimate: \$3,000.00 (each)

Agreement: To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, ROLLINS EXCAVATING CO., LLC & employees from & against all claims, damages, losses & expenses, including but not limited to attorney's fees arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Owner such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity that would otherwise exist as to a party or person.

CITY OF MURFREESBORO

By: _____
Title: _____
Date: _____

ROLLINS EXCAVATING CO., LLC

By: Jay Beebe
Title: General Superintendant
Date: 12/1/2025

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Vocantas IVR Annual Support

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider the 1st Amendment to the agreement for Vocantas Interactive Voice Recognition (IVR) annual support.

Staff Recommendation

Approve Vocantes IVR annual support. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

Vocantas Interactive Voice Response (IVR) system was installed in 2015. We implemented this system shortly after installing our Customer Information System software. The system is used for the following purposes: 1) Allow customers to access account information (bill amounts, balances, due dates), 2) Allow customers to make payments and 3) Notification from MWRD to customers of a pending interruption in service due to unpaid past due balance.

FY24 key data from the IVR:

- Over 17,000 payments
- Of all calls to the IVR, over 80% were handled by the IVR, greatly reducing the number of calls that went to Customer Service Clerks
- Approximately 29,000 outgoing calls to customers.

Council Priorities Served

Responsible budgeting

Proper maintenance of software is critical for the effective and efficient operations of Water Resources Department systems.

Fiscal Impact

The support, \$26,884, will be funded from the FY26/FY27 Customer Service software maintenance budget.

Attachments

1st Amendment to Vocantas Agreement

**FIRST AMENDMENT TO THE AGREEMENTS
BETWEEN THE CITY OF MURFREESBORO AND
VALSOFT CORPORATION, INC. D/B/A VOCANTAS SOFTWARE**

This First Amendment ("First Amendment") to the Agreements entered into on February 4, 2025 ("Agreements"), is effective as of _____, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Valsoft Corporation, Inc. d/b/a Vocantas Software, a Canadian corporation ("Contractor"). The Agreements entered into between the parties on February 4, 2025, include the Vocantas Customer Care Support Agreement and the Addendum to the Vocantas Customer Care Support Agreement.

RECITALS

WHEREAS, on February 4, 2025, the City entered into the Agreements with Contractor for customer care and support of Contractor's Utilities on Call Service for a term of one (1) year at a total cost to City of \$24,439.80; and,

WHEREAS, the term of the contract between the City and Contractor is currently from January 1, 2025 through December 31, 2025; and,

WHEREAS, the term of the Agreements shall automatically renew for an additional one (1) year term, the "Renewal Term," pursuant to section 1 of the Vocantas Customer Care Support Agreement; and

WHEREAS, the Agreements may be modified by written amendment executed by both parties which includes any change to pricing, pursuant to section 14 of the Addendum; and

WHEREAS, the parties desire to extend the term of the Agreements to renew for one (1) year to begin January 1, 2026 through December 31, 2026; and,

WHEREAS, the parties desire to execute this written amendment to document this one (1) year renewal shall be at a price to City of \$26,883.78 as provided in Option 1 of Contractor's quote dated November 6, 2025:

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional one (1) year term to begin on January 1, 2026 through December 31, 2026. The City and Contractor further agree that this one (1) year renewal shall cost the City a total of \$26,883.78.

Except as provided herein, no other changes to the Contract are contemplated by this First Amendment, and all other terms and conditions of the Contract remain in full force and effect.

CITY OF MURFREESBORO

**VALSOFT CORPORATION, INC. D/B/A
VOCANTAS SOFTWARE:**

By: _____
Shane McFarland, Mayor

By: _____
Adam Seguin, CEO

Approved as to form:

Signed by:


Adam F. Tucker, City Attorney



VOCANTAS
Powerful Integrated Communications

November 6, 2025

To: Murfreesboro Water & Sewer Department
Attention: Doug Swann
From: Vocantas
Subject: Renewal of Utilities on Call Service

| ITEM | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|
| OVERVIEW | | |
| THE SUPPORT PERIOD ENDS ON DECEMBER 31, 2025. AS SUCH THE BELOW OUTLINES THE RENEWAL FEES FOR THE IDENTIFIED UOC CLIENT "MURFREESBORO WATER & SEWER DEPARTMENT". | | |
| OPTION 1: 12-MONTHS | | |
| ITEM | SUPPORT DATES | FEES |
| UOC SUPPORT | JAN 1, 2026, TO DECEMBER 31 2026 | \$26,883.78 |
| TOTAL | | \$26,883.78 |
| OPTION 2: 24-MONTHS | | |
| ITEM | SUPPORT DATES | FEES |
| UOC SUPPORT | JAN 1, 2026, TO DECEMBER 31 2026 | \$26,150.59 |
| | JAN 1, 2027, TO DECEMBER 31 2027 | \$27,981.13 |
| TOTAL | | \$54,131.71 |
| OPTION 3: 36-MONTHS | | |
| ITEM | SUPPORT DATES | FEES |
| UOC SUPPORT | JAN 1, 2026, TO DECEMBER 31 2026 | \$25,661.79 |
| | JAN 1, 2027, TO DECEMBER 31 2027 | \$26,944.88 |
| | JAN 1, 2028, TO DECEMBER 31 2028 | \$28,292.12 |
| TOTAL | | \$80,898.79 |
| NOTES & ASSUMPTIONS | | |
| ALL FEES LISTED IN THIS DOCUMENT ASSUME NO FUTURE CHANGES TO EXISTING UOC SERVICE. ANY CHANGES TO EXISTING UOC SERVICE WHICH MAY OCCUR AFTER THE DATE OF THIS DOCUMENT MAY RESULT IN FEES, WHICH SHALL BE DEFINED IN THE APPLICABLE CHANGE ORDER. | | |

PRICES ARE IN USD FUNDS AND DO NOT INCLUDE SHIPPING OR APPLICABLE TAXES.

PLEASE COMPLETE BELOW, SIGN AND RETURN TO SENDER TO ACCEPT THE QUOTE SPECIFICATIONS.

INVOICE FOR DESCRIBED ITEMS IN THIS QUOTE SHALL BE GENERATED UPON VOCANTAS RECEIVING THIS SIGNED QUOTE.

IF PURCHASE ORDER (PO) IS REQUIRED PLEASE PROVIDE PHYSICAL COPY OF THE PO ALONG WITH THIS SIGNED QUOTE.

QUOTE VALID UNTIL DECEMBER 22, 2025.

VOCANTAS RESERVES THE RIGHT TO CHANGE AND/OR WITHDRAW PRICING AT ANY TIME.

OPTION CHOSEN 1 ☒ 2 ☐ 3 ☐

Valsoft Corporation Inc. (dba Vocantas Software):

Per: _____

Name: _____

Date: _____

Murfreesboro Water & Sewer Department:

Per: _____

Name: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: WTP Isolation Valve Replacement Project – Change Order No. 2

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider Change Order No. 2 for the WTP Isolation Valve Replacement Project at Stones River Water Treatment Plant.

Staff Recommendation

Approve Change Order No. 2. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

Change Item No. 2 includes all labor, equipment, and material needed to install a 68-inch-tall precast concrete riser to the 36-inch valve vault and an 18-inch-tall precast concrete riser to the 24-inch valve vault. These modifications are required to achieve the required finished grade elevation. Change Item No. 2 will increase the total contract amount but will not change the contract time.

Council Priorities Served

Responsible Budgeting

Maintaining plant infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

Change Order No. 2, \$21,641, increases the total contract amount to \$690,001.

Attachments

Change Order No. 2



November 11, 2025

Mr. Alan Cranford, PO
Plant Manager
5528 Sam Jared Road
Murfreesboro, TN 37129

Transmitted Via Email

Re: Murfreesboro Water Resources Department
Stones River Water Treatment Plant – Distribution Isolation Valves Replacement
Change Order No. 2
SSR No. 23-41-040.0

Dear Mr. Cranford:

Attached is proposed Change Order No. 2 as well as a Summary Log of all proposed changes to date. The following summarizes the change and provides recommendation for it's approval:

Change Item No. 2 includes all labor and material needed to install a 68-inch tall precast concrete riser to the 36-inch valve vault and an 18-inch tall precast concrete riser to the 24-inch valve vault. These modifications are required to achieve the required finished grade elevation.

Change Item No. 2 total cost is \$21,641.72. It will require an increase in the total contract amount resulting in a new total contract price of \$690,000.83. There will not be a change in the contract time because of this change.

SSR has reviewed the proposed change and recommend it be approved. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Luke Williams".

SMITH SECKMAN REID, INC.
Luke G. Williams, PE

Enclosures

cc: Joe Russell, Valerie Smith – MWRD
Ivey Limbaugh, Jason Henderson - SSR



| CHANGE CONTROL SUMMARY LOG | | | | | | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|----------------------------------|--------------|---------------------|----------------------------|--------------------------|--------------------------------------------|--|---------------|
| Owner: City of Murfreesboro - Murfreesboro Water Resources Department | | | | <div><div></div>Rejected/Withdrawn</div> <div><div></div>Under Review</div> <div><div></div>Approved</div> <div><div></div>Pending</div> | | | | | | | | Original Contract Amount: | | \$ 633,000.00 |
| Project Name: SRWTP Distribution Isolation Valves Replacement | | | | | | | | | | | | Contract Price (before this Change Order): | | \$ 668,359.11 |
| Contract No. 23-41-040.0 | | | | | | | | | | | | Change Order Amount: | | \$ 21,641.72 |
| Engineer: Smith Seckman Reid, Inc. | | | | | | | | | | | | Revised Contract Amount: | | \$ 690,000.83 |
| Contractor: Cumberland Valley Constructors, Inc | | | | | | | | | | | | Original Contingency Amount: | | \$ 25,000.00 |
| Revised: 11/10/25 | | | | | | | | | | | | Remaining Contingency Allowance Amount: | | \$ - |
| Change Order No. | CCF No. | Change Type | Brief Description of Change Item | Status (Pending/ Under Review/ Approved/ Rejected) | Date From/ To Contractor | Date Submitted to Owner | Date Approved/ Rejected by Owner | CCF Cost | Cumulative CCF Cost | Remaining Allowance Amount | Adjusted Contract Amount | | | |
| 1 | 1 ⁽¹⁾ | WCD | 36" Line Stop Addition | Approved | 10/9/2025 | 10/14/2025 | 10/28/2025 | \$ 60,359.11 | \$ 60,359.11 | \$ - | \$ 668,359.11 | | | |
| 2 | N/A | WCD | Valve Vault Risers | Pending | 11/7/2025 | 11/10/2025 | Pending | \$ 21,641.72 | \$ 21,641.72 | | \$ 690,000.83 | | | |
| Totals | | | | | | | | | \$ 82,000.83 | \$ - | \$ 690,000.83 | | | |
| Notes: | | | | | | | | | | | | Abbreviations: | | |
| 1. CCF No. 1 is paid for by the \$25,000 Contingency Allowance and a \$35,359.11 Contract Increase via Change Order No. 1 for a total CCF Amount of \$60,359.11. | | | | | | | | | | | | 1. CCR - Contractor change request. | | |
| | | | | | | | | | | | | 2. CL - Claim. | | |
| | | | | | | | | | | | | 3. FO - Field Order. | | |
| | | | | | | | | | | | | 4. RFP - Request for proposal. | | |
| | | | | | | | | | | | | 5. WCD - Work change directive. | | |



Change Order No. 02

| | | | |
|---------------------------------|---------------------------------------------------------------------------------|--------------------------------|-------------------|
| Date Issued for Approval | November 11, 2025 | Effective Date: | Date of Agreement |
| Project: | Stones River Water Treatment Plant Distribution Isolation Valves Replacement | Contract No.: | N/A |
| Owner: | City of Murfreesboro - Murfreesboro Water Resources Department | Owner Project No.: | N/A |
| Engineer: | Smith Seckman Reid, Inc. | SSR Project No.: | 23-41-040.0 |
| Contractor: | Cumberland Valley Constructors, Inc. | Government Project No.: | N/A |

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

Description of Change:

To achieve the required finished grade elevation, a 68-inch tall precast concrete riser will be installed on the 36-inch isolation vault. Likewise, an 18-inch tall precast concrete riser will be installed on 24-inch isolation vault.

Enclosures and References: Change Order No. 2 from CVC

| | AMOUNT | | CONTRACT TIME |
|-------------------------------------------|--------------|---------------------------------------------------------|------------------|
| Original Contract Price | \$633,000.00 | Substantial Completion Date Prior to this Change Order | January 10, 2026 |
| Contract Price Prior to this Change Order | \$668,359.11 | Ready for Final Payment Date Prior To this Change Order | February 9, 2026 |
| Net Amount This Change Order | \$21,641.72 | Net Time This Change Order | N/A |
| Revised Contract Price | \$690,000.83 | Revised Substantial Completion Date | N/A |
| | | Revised Ready for Final Payment Date | N/A |

Remarks:

- The party initiating the change order request is: ☒ Contractor ☐ Owner ☒ Engineer
- Does this change order:
 - Affect the work of other contractors? ☐ Yes ☒ No
 - Require additional work by other contractors? ☐ Yes ☒ No
 - Constitute entire cost of the change? ☒ Yes ☐ No

Agreement:

In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the Contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.

Recommended for Approval by Engineer:

By: Luke Williams, Market Development Leader - Water Luke Williams 11/11/2025
(print name and title) Authorized Signature Date

Accepted by Contractor:

By: JARROS LUYER - PRESIDENT JARROS LUYER 11/11/2025
(print name and title) Authorized Signature Date

Authorized by Owner:

By: Shane McFarland, Mayor _____ _____
(print name and title) Authorized Signature Date

\\ssr.com\TeamRoot\Team41\2023\23410400 MWRD SRWTP Isolation Valve Replacement\CA\Change Order No. 2\Change Order No. 2.docx

2995 SIDCO DRIVE, NASHVILLE, TN 37204

P. 615.383.1113 | F. 615.386.8469 | WWW.SSR-INC.COM

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



Cumberland Valley Constructors

Date: 11/6/25

Project: SRWTP Isolation Valve Replacement

Owner: City of Murfreesboro, MWRD

Engineer: SSR

Description of Work: Provide and install vault risers required to match finished grade.

Labor Costs

| Description | RG Hours | RG Rate | Subtotal | OT Hours | OT Rate | Subtotal | Subsistence | Burden | Subtotal |
|-----------------------|----------|---------|----------|----------|----------|----------|-------------|----------|------------|
| Project Manager | 1.0 | \$70.00 | \$70.00 | 0.0 | \$105.00 | \$0.00 | \$0.00 | \$32.90 | \$102.90 |
| Superintendent | 10.0 | \$75.00 | \$750.00 | 0.0 | \$112.50 | \$0.00 | \$0.00 | \$352.50 | \$1,102.50 |
| Project Engineer | 0.0 | \$58.00 | \$0.00 | 0.0 | \$87.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Foreman | 10.0 | \$53.00 | \$530.00 | 0.0 | \$79.50 | \$0.00 | \$0.00 | \$249.10 | \$779.10 |
| Carpenter | 0.0 | \$31.00 | \$0.00 | 0.0 | \$46.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Carpenter Apprentice | 0.0 | \$28.00 | \$0.00 | 0.0 | \$42.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Operator | 20.0 | \$31.00 | \$620.00 | 0.0 | \$46.50 | \$0.00 | \$0.00 | \$291.40 | \$911.40 |
| Crane Operator | 0.0 | \$42.00 | \$0.00 | 0.0 | \$63.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Laborer - Skilled | 20.0 | \$25.00 | \$500.00 | 0.0 | \$37.50 | \$0.00 | \$0.00 | \$235.00 | \$735.00 |
| Pipefitter | 0.0 | \$25.00 | \$0.00 | 0.0 | \$37.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Laborer - Non Skilled | 0.0 | \$24.00 | \$0.00 | 0.0 | \$36.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Labor Cost Subtotal | | | | | | | | | \$3,630.90 |

Equipment Costs

| Description | Hours | Rate/Hour | Total |
|-------------------------|-------|-----------|------------|
| Cat 335 / PC400 | 10.0 | \$254.33 | \$2,543.32 |
| Cat 330 / PC300 | 0.0 | \$204.59 | \$0.00 |
| Cat 320 / PC200 | 0.0 | \$109.95 | \$0.00 |
| Cat 314 / PC138 | 0.0 | \$79.37 | \$0.00 |
| Cat 308 / PC88 | 0.0 | \$60.51 | \$0.00 |
| Cat 305.5 / PC45 | 0.0 | \$36.11 | \$0.00 |
| Mini / Midi Hammer | 0.0 | \$33.91 | \$0.00 |
| Hammer 1500# | 0.0 | \$153.64 | \$0.00 |
| Variable Reach Forklift | 0.0 | \$42.60 | \$0.00 |
| Volvo 90 Loader | 10.0 | \$79.10 | \$791.02 |
| Volvo 70 Loader | 0.0 | \$74.54 | \$0.00 |
| D8 Dozer | 0.0 | \$244.29 | \$0.00 |
| D6 Dozer | 0.0 | \$134.71 | \$0.00 |
| D3 Dozer | 0.0 | \$65.40 | \$0.00 |
| Tri-Axle Dump truck | 0.0 | \$104.00 | \$0.00 |
| Volvo AC 25 truck | 0.0 | \$126.24 | \$0.00 |
| Pickup Truck | 10.0 | \$24.35 | \$243.46 |
| Scissor Lift | 0.0 | \$36.93 | \$0.00 |
| Skid Steer Loader | 10.0 | \$50.13 | \$501.28 |
| Boom Man Lift | 0.0 | \$56.01 | \$0.00 |
| Cat 420D Backhoe | 0.0 | \$52.93 | \$0.00 |
| Street Plate | 0.0 | \$3.01 | \$0.00 |
| 185 CFM compressor | 0.0 | \$16.65 | \$0.00 |
| Boom Truck | 0.0 | \$102.86 | \$0.00 |
| 30-50 Ton RT Crane | 0.0 | \$212.36 | \$0.00 |
| 100 T Crawler Crane | 0.0 | \$251.75 | \$0.00 |
| 3" Submersible Pump | 0.0 | \$14.74 | \$0.00 |
| 6" Hydraulic Pump | 0.0 | \$34.77 | \$0.00 |
| Street Sweeper | 0.0 | \$17.72 | \$0.00 |
| Equipment Cost Subtotal | | | \$4,079.09 |

Material and Subcontractor Costs

| Description | | Amount |
|-------------------------|--|------------|
| Vault 8"x8"x18" Riser | | \$2,424.38 |
| Vault 10"x10"x68" Riser | | \$8,684.52 |
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Miscellaneous Costs

| Description | % of Labor | Subtotal |
|-----------------------------|------------|----------|
| small tools and supplies | 10.0% | \$0.00 |
| Miscellaneous Cost Subtotal | | \$0.00 |

Extra Work Cost Summary

| | |
|---------------------------------------------|--------------------|
| Labor Costs Subtotal | \$3,630.90 |
| Equipment Costs Subtotal | \$4,079.09 |
| Materials and Subcontractors Costs Subtotal | \$11,108.90 |
| Miscellaneous Costs Subtotal | \$0.00 |
| Overhead and Profit(15%) | \$2,822.83 |
| Sub Total | \$21,641.72 |
| Bond(1%) | \$0.00 |
| Total | \$21,641.72 |

Contract Duration Extension

| | |
|-----------------------------------|---|
| Extension in Contract time (days) | 0 |
|-----------------------------------|---|



Cumberland Valley Constructors

2518 Plum St, Nashville, TN 37207

Phone: 615-730-6182

November 6, 2025

Mr. Luke Williams, P.E. and Ms. Ivey Limbaugh, E.I.T
SSR

RE: Change Order Proposal
SRWTP Distribution Isolation Valves Replacement

Mr. Williams and Ms. Limbaugh:

The purpose of this letter is to present a change order for precast risers which will be added to each vault. This change has become necessary due to a discrepancy between proposed finished grade elevation and required finished grade elevation with respect to existing pipe depth.

Per the contract drawings – specifically sheet D4.1 - Section View 1, indicates that the vertical distance from the centerline of the 36" pipe to the top of the 10' x 10' vault should be 5.66 feet (68"). In the field, however, the distance between the centerline of the pipe and the top of the vault must be 11.33 feet (136") in order to match the actual existing grade. To correct this discrepancy, a 68-inch-tall precast riser from the same manufacturer of the vaults is required. Existing grade cannot be lowered or modified to compensate for this deviation due to the fixed elevation of the adjacent clearwell, which dictates the finished grade at the vault location.

Likewise, sheet D4.1, Section 3 shows the vertical distance between the pipe centerline and the top of the 8' x 8' vault as 6.66 feet (80"). Field conditions require this distance to be 8.94 feet (98") to maintain proper grade. An 18-inch-tall riser from the same manufacturer of the vaults is required. This elevation cannot be altered without negatively impacting drainage and causing ponding around the vault. An 18-inch-tall riser from the same manufacturer of the vaults is required.

Scope of Work:

The proposed change includes furnishing and installing the following:

- One (1) precast concrete riser section, 18" tall, for the 8'x8' vault
- One (1) precast concrete riser section, 68" tall, for the 10'x10' vault
- Associated costs for one (1) day of equipment usage and one (1) day of labor

Total Proposed Change Order Amount: \$21,641.72

Please note that this change order proposal is intended to recover the direct, out-of-scope costs required to complete the additional work. The Proposed Change Order Amount reflects actual expenses for materials, machinery, and one full day of labor. Every effort has been made to ensure this proposal is fair, transparent, and fully justified based on current field conditions.

Approval of this change order will adjust the total contract amount accordingly. No additional time extension is requested or anticipated as a result of this change. Please review this proposal at your earliest convenience.

Thank you for your consideration. Please contact me with any questions.

Sincerely,
CUMBERLAND VALLEY CONSTRUCTORS, INC.

Mac O'Connor

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Thompson Ln Widening-ELI Engineering Design Amendment No. 5

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider engineering services Amendment No. 5 to Work Authorization (WA) No. 4 for the re-design of portions of the water and sewer relocations along Thompson Lane.

Staff Recommendation

Approve Amendment No. 5. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

January 2020, the Board approved Engineering WA No.4 in the amount of \$175,000 for the TDOT "A date" initial submittal. Since this time there have been three Amendments to the WA totaling \$749,352 to continue to design the MWRD relocations to avoid conflicts with other utilities and due to TDOT survey and drainage revisions, etc.

At this time, staff requests approval of Amendment No. 5 to redesign a portion of the water and sewer mains in the stretch of road between Kings Landing Villas subdivision to Regency Park Drive. Staff meet with TDOT to request this redesign to avoid landscaping, fencing, monument signs, and detention ponds in new developments as well as to avoid the sewer main being constructed within feet of homes on the north side of the road. This redesign will save staff from acquiring 17 easements as well possibly with a few through eminent domain.

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 cost, \$50,680, will be funded from Working Capital Reserves for a total engineering fee of \$800,032.

Attachments

ELI Amendment No. 5



AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 5

Owner: **City of Murfreesboro, Tennessee**
 Engineer: **Energy Land & Infrastructure, LLC**
 Project: **Work Authorization #4 – Thompson Lane Utility Relocations (TDOT PIN 115906.00)**
 Effective Date of Owner-Engineer Agreement (MSA): **February 15, 2018**
 Effective Date of the Work Authorization #4: **February 6, 2020**
 Effective Date of Amendment No. 1 (B-Date Supplement): **May 7, 2021**
 Effective Date of Amendment No. 2: **October 4, 2024**
 Effective Date of Amendment No. 3: **March 28, 2025**
 Effective Date of Amendment No. 4: **August 1, 2025**

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

A significant number of easements must be acquired for the water and sewer relocation on this project. Considering the time and cost associated with acquisition, and TDOT's deadline for use of federal funds for the project being at risk, Owner petitioned TDOT to allow a portion of the proposed sanitary sewer to be located within and under the roadway to eliminate acquisition of 17 easements and allow the project to hit TDOT's targeted letting of June of 2026.

Owner requested Engineer to participate in all coordination meetings with TDOT and perform redesign of approximately 4,300 LF of sanitary sewer. Services included in the sewer redesign are as follows:

- Plan revisions – Alignment analysis and revisions; conflict analysis & resolution; profile revisions; service connection analysis; future development accommodations; generation of new plan & profile sheets; revision of material quantities, cost estimate and TDOT B-date documents
- TDOT coordination and deconfliction meetings
- Owner design review meetings and coordination
- Preparation of Draft Proposal to TDOT for request of locating sewer within roadway

Agreement Summary:

| | |
|------------------------------------------------------------|------------------------------------------------------------|
| Original Work Authorization #4 amount: | \$ 175,000.00 |
| Net Change for Prior Amendments: | \$ 574,351.56 |
| This Amendment Amount: | \$ 50,680.00 (See Exhibit A) |
| Adjusted Agreement Amount: | \$ 800,031.56 |
| Change in Time for Services (days or date, as applicable): | Services extended to the revised letting date of June 2026 |

Amendment to Owner-Engineer Agreement.

Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of this Amendment is _____.

Owner

City of Murfreesboro, Tennessee

(typed or printed name of organization)

Engineer

Energy Land & Infrastructure, LLC

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

Dec. 3, 2025

(date signed)

Name:

Shane McFarland

(typed or printed)

Name:

Timothy L. Haggard, PE, RLS

(typed or printed)

Title:

Mayor

(typed or printed)

Title:

Associate VP | Operations Manager

(typed or printed)

Approved as to Form:

Signed by:

Adam F. Tucker

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Adam Tucker, City Attorney

EXHIBIT A

| ELI SCOPE AND FEE ESTIMATE - SEWER REDESIGN | | | |
|-----------------------------------------------------------------------------|------------|------------|--------------------|
| SR-268 Thompson Lane Utility Relocation | | | |
| Amendment #5 | | | |
| Murfreesboro Water Resources Department | | | |
| Sewer Redesign - Sta. 179+00 to 221+50 | | | |
| MANHOUR ESTIMATE | | | |
| TASK | PM | Engineer | HOURS |
| Sewer Design Services | | | |
| Plan revisions - Alignment changes/updates | 24 | 40 | 64 |
| Plan revisions - Conflict resolution | 12 | 24 | 36 |
| Plan revisions - Review existing sewer main profile and service connections | 12 | 56 | 68 |
| Plan revisions - Create profile for new alignment & profile sheets (5) | 12 | 56 | 68 |
| Plan revisions - Generate revised quantities and sheets | 16 | 40 | 56 |
| TDOT meetings and coordination | 12 | 8 | 20 |
| Draft Proposal for sewer in roadway per TDOT directive | 8 | 4 | 12 |
| Client design review meetings and coordination | 16 | 16 | 32 |
| Update TDOT B-date documents | 8 | 4 | 12 |
| TOTAL MANHOURS | 120 | 248 | 368 |
| COST PROPOSAL | | | |
| | Hours | Rate | Amount |
| PM -Project Manager | 120 | \$ 195.00 | \$23,400.00 |
| Engineer - Project Engineer I (EI) | 248 | \$ 110.00 | \$27,280.00 |
| Subtotal | | | \$50,680.00 |
| TOTAL COST - SEWER REDESIGN | | | \$50,680.00 |



COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Thompson Ln Widening-Revised Easement Offers

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider approval of two counter offers for easement acquisition this month received from property owners affected by the Thompson Lane widening project.

Staff Recommendation

Approve the revised easement offers. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

At the June 26, 2025, Council approved easement offer amounts based on the Rutherford County Tax Assessors' 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 the offers for voluntary conveyance.

Since sending the initial offers, staff has continued to receive counter offers based on TDOT's prices, however the number of counter offers have slowed down and appraisals have been ordered for those properties that have not responded. At this time, staff requests approval of these two counters. Staff will bring back additional counter offers for approval if they are received. One of the two counter offers is to include the cost of a fence relocation as part of the easement payment. The existing fence will end up in conflict with the construction and within the permanent easement. The property owner will relocate the fence outside of the easement.

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 counter offers, \$10,246 over the original offers, brings the total easement acquisition costs to \$929,717.

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Purchase of New Golf Carts for Old Fort Golf Club and Club Car Connect GPS Service Agreement

Department: Golf

Presented by: Trey Adams, Director, Golf

Requested Council Action:

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

Summary

Consider the purchase of 75 new Club Car golf carts from Ladd's Golf and Turf LLC through the Omnia Purchasing Cooperative Agreement and Software License through Club Car Connect.

Staff Recommendation

Approve the purchase of the new fleet of golf carts along with the software license.

Background Information

Old Fort Golf Club hosts more than 47,000 rounds annually, with approximately 40,000 of those rounds using golf carts. Our current 75-cart electric fleet, purchased in February 2021, is approaching five years old and is now out of its four-year battery warranty, resulting in increasing battery failures, reduced range, and rising maintenance costs that impact customer experience and take carts out of service. The sinking fund implemented in 2021 has worked as intended and will cover most of the cost of a full fleet replacement in 2025. Replacing the fleet now will restore reliability and allow full utilization of updated GPS and cart-management technology.

Council Priorities Served

Responsible budgeting

This planned fleet replacement demonstrates responsible budgeting, as the sinking fund established in 2021 now covers most of the cost and will continue to be monitored and adjusted as needed.

Operational Issues

The new carts will be delivered in mid-January during our slower months, allowing us to address the current problem of dying carts with little to no disruption to daily play.

Fiscal Impact

The total purchase amount of the fleet is \$316,248. Approximately \$276,000 is funded through the Golf's assigned fund balance reserves with the remaining expense funded in the FY26 CIP. The Club Car Connect agreement is \$3,600 monthly for a 48-

month term or a total of \$172,800. It is currently budgeted and paid for out of the Golf operating budget.

Attachments

Contract with Ladd's Golf and Turf, LLC

Contract with Club Car Connect

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Purchase of two Knuckle Boom Trucks

Department: Solid Waste

Presented by: Russell Gossett, Director of Solid Waste

Requested Council Action:

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

Summary

Consider the purchase of two knuckle boom trucks from Rollins Excavating Co.

Staff Recommendation

Approve the purchase of two used knuckle boom trucks from Rollins.

Background Information

Rollins Excavating Co. has held the brush and limb contract with the City since 2019. When awarded this contract in 2019, Rollins, doing business as REC Pro, agreed to purchase two used knuckle booms from the City. This contract also stated that the City would have the first right of refusal to buy back these trucks, should the contract services end with REC Pro. The buyback offer is \$60,000 per truck. The current market for pre-emission knuckle boom trucks supports this offer. REC Pro has maintained this equipment to a high standard, replacing the engine in one unit, the transmission in the other, new tires, pain, and PTO pumps on both. Total costs in repairs and maintenance is around \$60,000. The buy back of this equipment will positively position the department to absorb the previously contracted workload while ensuring the upfront expense is minimal. The equipment buy back would be contingent on Legal approval.

Council Priorities Served

Responsible Budgeting

This equipment is priced at \$60,000 each. Purchasing this equipment allows the City to perform the previously contracted brush and limb collection without service interruption to residents and will save the City money by utilizing Solid Waste Department employees and City resources already in place.

Fiscal Impact

This purchase of \$120,000 is budgeted for the Solid Waste Department FY26 operational budget.

Attachments

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Reimbursement Resolution 25-R-33 Fire Trucks Purchases

Department: Finance

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

Requested Council Action:

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

Summary

Approval of a reimbursement resolution allowing the City to reimburse General Fund for costs related to purchase of fire trucks.

Staff Recommendation

Approve Resolution 25-R-33.

Background Information

The FY26 CIP includes \$7.2m for new fire trucks. These are currently funded out of General Fund, however since these take 18-24 months to build, there is a possibility that the City will choose to fund from a future bond issuance. A reimbursement resolution is requested to allow for this reimbursement, if needed.

Council Priorities Served

Responsible budgeting

Reimbursement resolutions allow for projects to move forward and extend the time for new debt service, saving on interest expenses until there is a need to fully fund the CIP.

Fiscal Impacts

The truck and related equipment cost, \$7.2m, will be funded by General Fund (i.e., cash on hand) but may be requested for reimbursement when the City markets a future general obligation bond debt issuance

Attachments

Resolution 25-R-33

RESOLUTION 25-R-33 expressing official intent that certain expenditures to be incurred in connection with certain public works projects, and related expenditures to purchase fire rescue trucks and related equipment, be reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee.

WHEREAS, the City of Murfreesboro, Tennessee (“City”), is in the process of causing certain capital expenditures to be made with respect to certain public works projects, including specifically to purchase fire rescue trucks and related equipment, such purchase hereinafter referred to as the “Project”; and,

WHEREAS, the Murfreesboro City Council of the City wishes to declare its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed out of notes, bonds, or other indebtedness to be issued or incurred in the future by the Municipality.

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

SECTION 1. The Murfreesboro City Council hereby finds and determines as follows:

(a) that it is in the best interest of the City to proceed immediately with the Project, thereby incurring certain capital expenditures;

(b) that the City has certain funds available which may be used temporarily for this purpose, pending the issuance of bonds, notes, or other indebtedness of the Municipality;

(c) that the City Council anticipates that the City will issue its bonds, notes, or other indebtedness for the purpose of financing the Project;

(d) that the City Council reasonably expects to reimburse such amounts to such fund or source from which the expenditures may be made on a temporary basis as soon as proceeds from issuance of such bonds, notes, or other indebtedness are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

SECTION 2. The City Council of the City hereby establishes its official intent to issue bonds, notes, or other indebtedness to finance the costs of the Project and other related expenditures in an amount not to exceed Seven Million, Two Hundred, Twenty-Two Thousand and NO/100 Dollars (\$7,222,000). Pending the issuance of such bonds, notes, or other indebtedness, funds necessary to finance such costs shall be advanced from such sources of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the tax-exempt bonds, notes, or other indebtedness when issued or incurred.

SECTION 3. The City will comply with the applicable state or local law governing the public availability of records relating to its official acts with respect to this Resolution.

SECTION 4. All actions of the officers, agents, and employees of the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed, and adopted.

SECTION 5. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.


Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:


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Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Ordinance 25-O-41 Amendment to Ethics Code

Department: Legal

Presented by: Adam F. Tucker

Requested Council Action:

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

Summary

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 second 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

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;

- (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 that 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

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:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

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

SEAL

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Zoning for property along Blackman Road
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider zoning of approximately 2.06 acres located along the east side of Blackman Road simultaneous with annexation.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request on October 1, 2025.

Background Information

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 a public hearing on this matter and then voted to recommend its approval.

On December 4, 2025, Council held a public hearing and approved this matter on First Reading, subject to the location of the playground associated with the potential daycare use being shifted to the south side of the proposed building. Since that time, the pattern book has been revised to address Council's condition of approval. The revised pattern book is attached for reference.

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 companion 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:

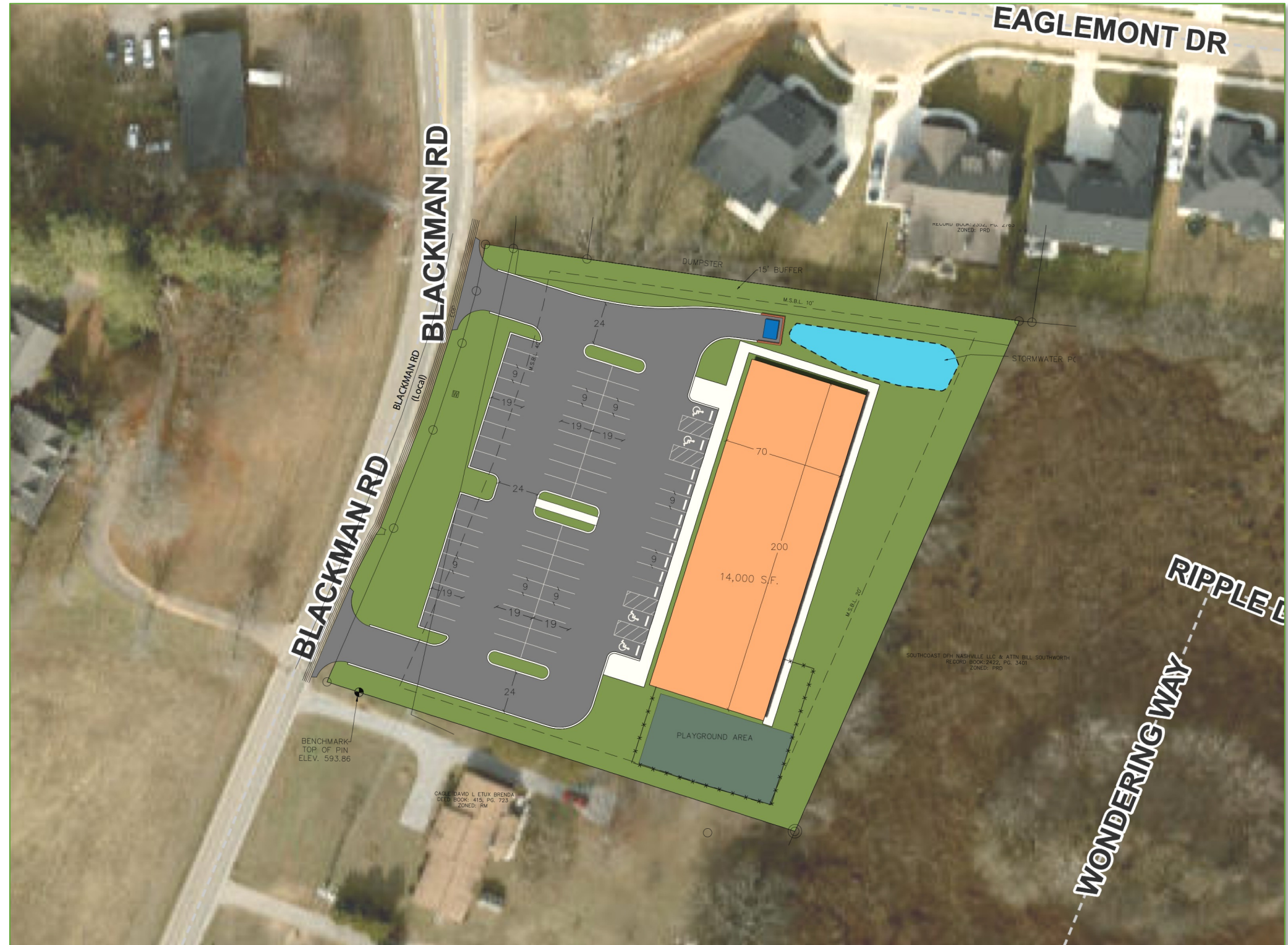
1. Ordinance 25-OZ-37
2. Revised Shelton Plaza PCD pattern book

SHELTON PLAZA

Request for Rezoning to
Planned Commercial
Development (PCD).

SUBMITTED DECEMBER 8, 2025
FOR SECOND AND FINAL
READING AT THE DECEMBER
11, 2025 CITY COUNCIL
MEETING

Plans Prepared By:



| TABLE OF CONTENTS | PAGE |
|----------------------------------------|-------|
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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 |

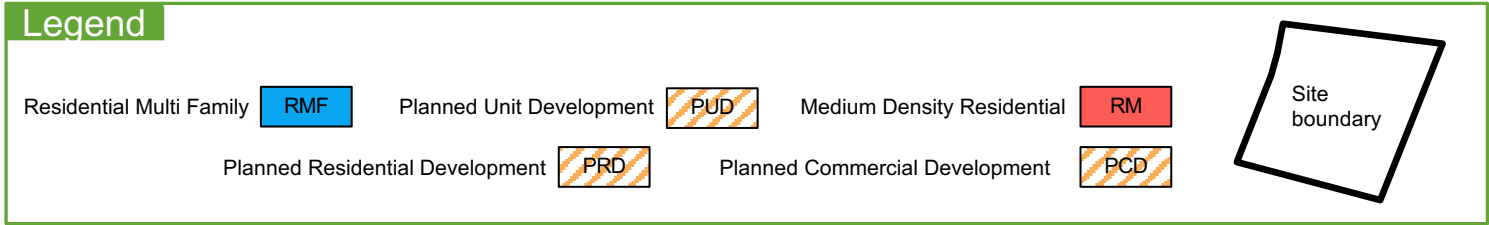
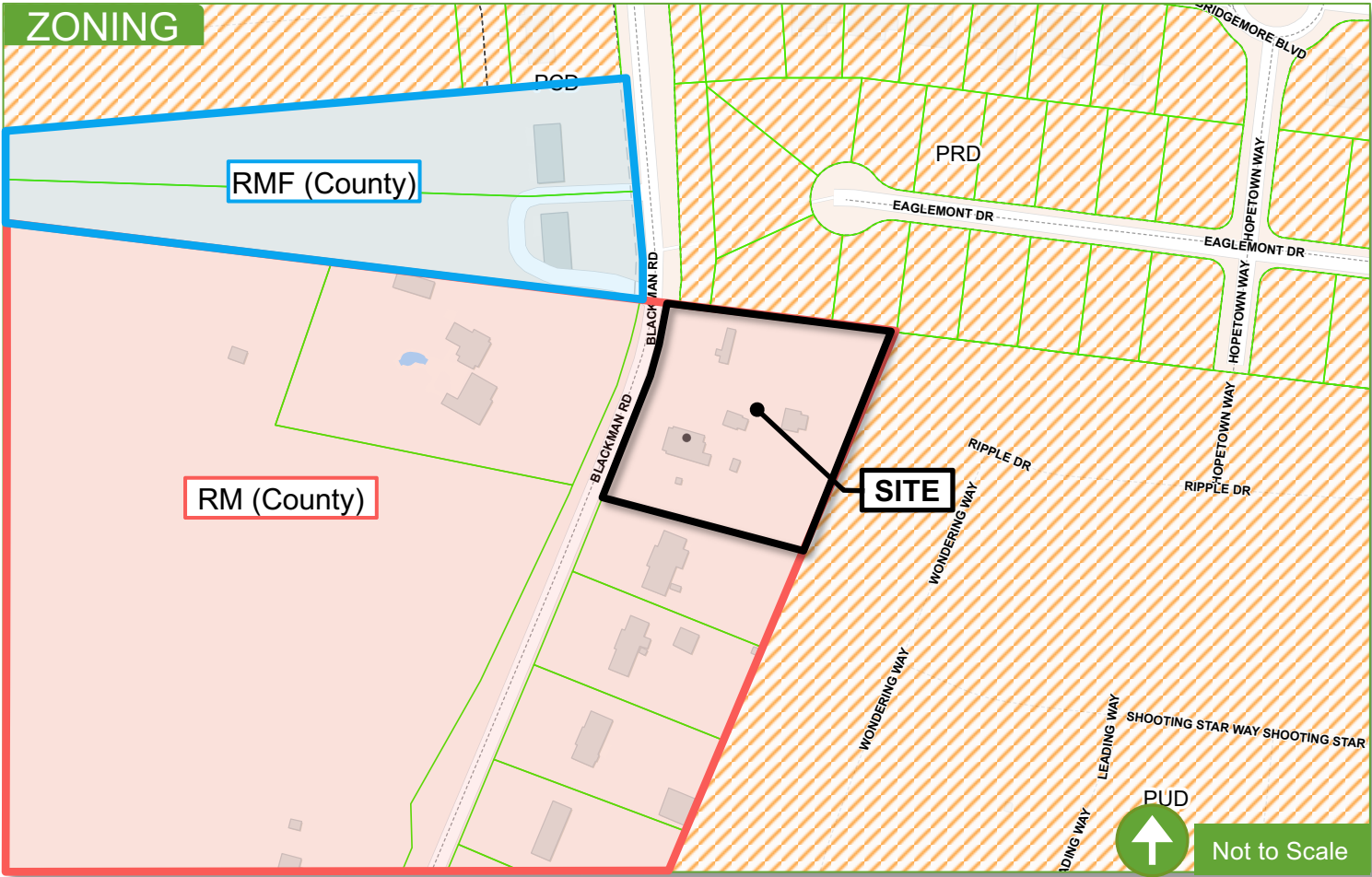
DEVELOPMENT TEAM

| OWNER/ DEVELOPER | | | |
|------------------|-------------------------------------------------|-------|---------------------|
| OWNER: | Ritesh Patel | | |
| ADDRESS | 3033 Vickwood Drive, Murfreesboro, TN, 37128 | PHONE | 615.439.5036 |
| | | EMAIL | riteshp93@gmail.com |

| PLANNING | | | |
|----------|----------------------------------------------------|-------|--------------------------------|
| COMPANY | Huddleston-Steele Engineering Inc. | ATTN | Clyde Rountree, RLA |
| ADDRESS | 2115 N.W. Broad Street, Murfreesboro, TN, 37129 | PHONE | 615.509.5930 |
| | | EMAIL | roundtree.associates@yahoo.com |

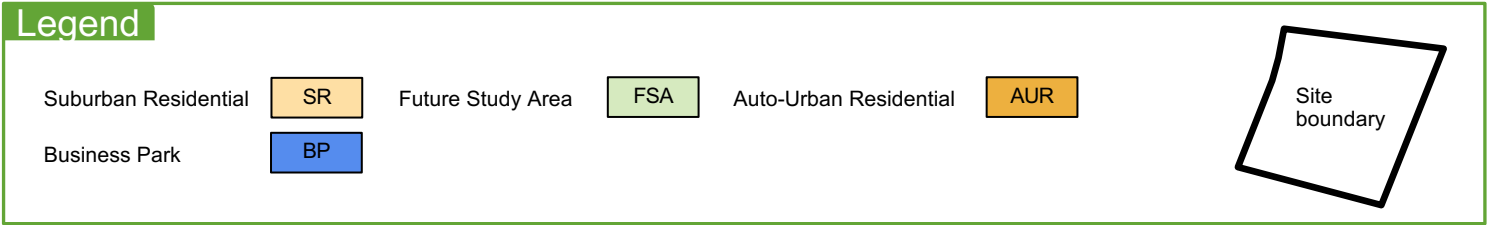
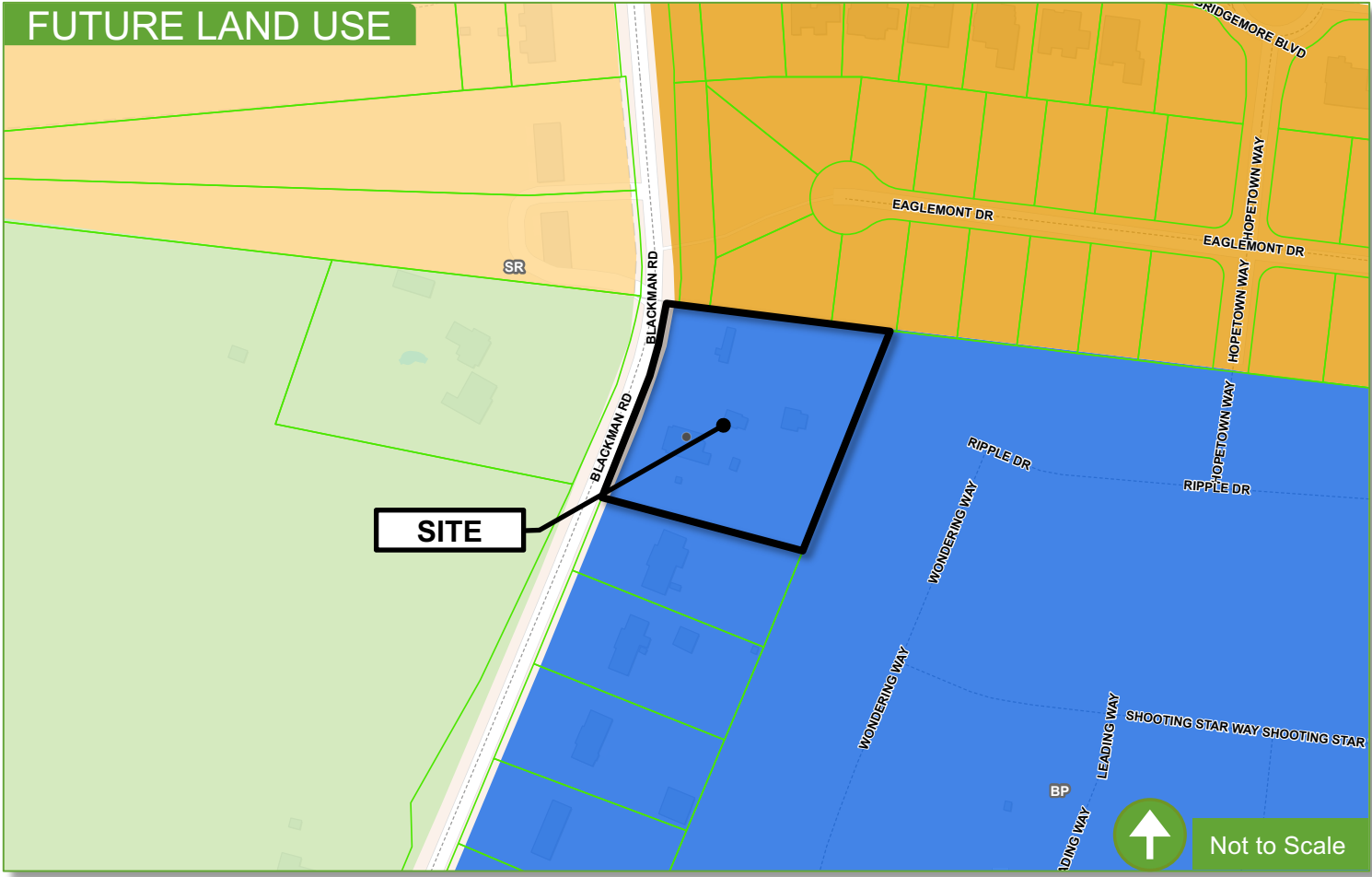
| ENGINEERING | | | |
|-------------|----------------------------------------------------|-------|------------------|
| COMPANY | Huddleston-Steele Engineering Inc. | ATTN | Bill Huddleston |
| ADDRESS | 2115 N.W. Broad Street, Murfreesboro, TN, 37129 | PHONE | 615.893.4084 |
| | | EMAIL | bhudd@hsengr.com |





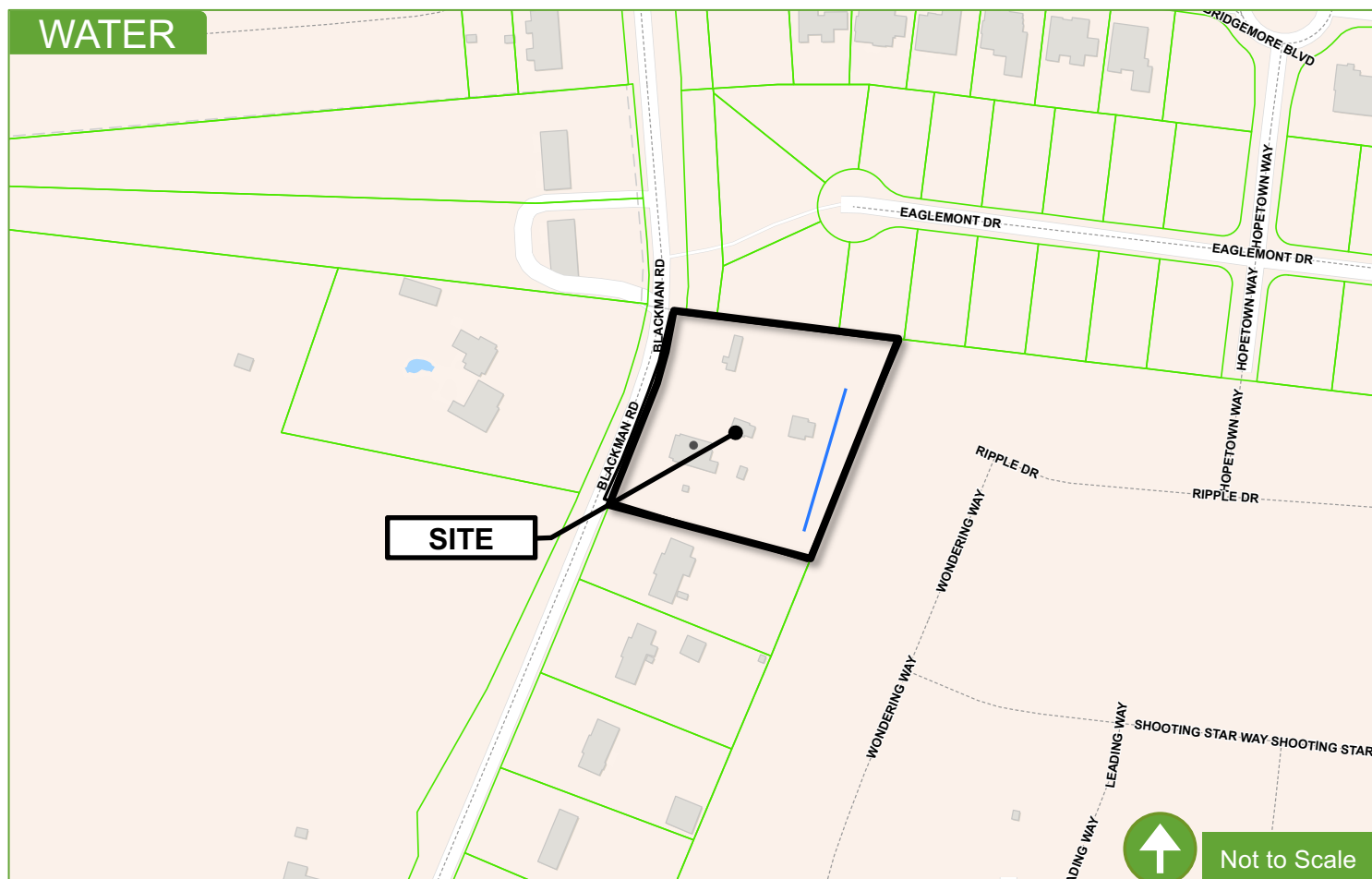
Map Summary

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).



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.



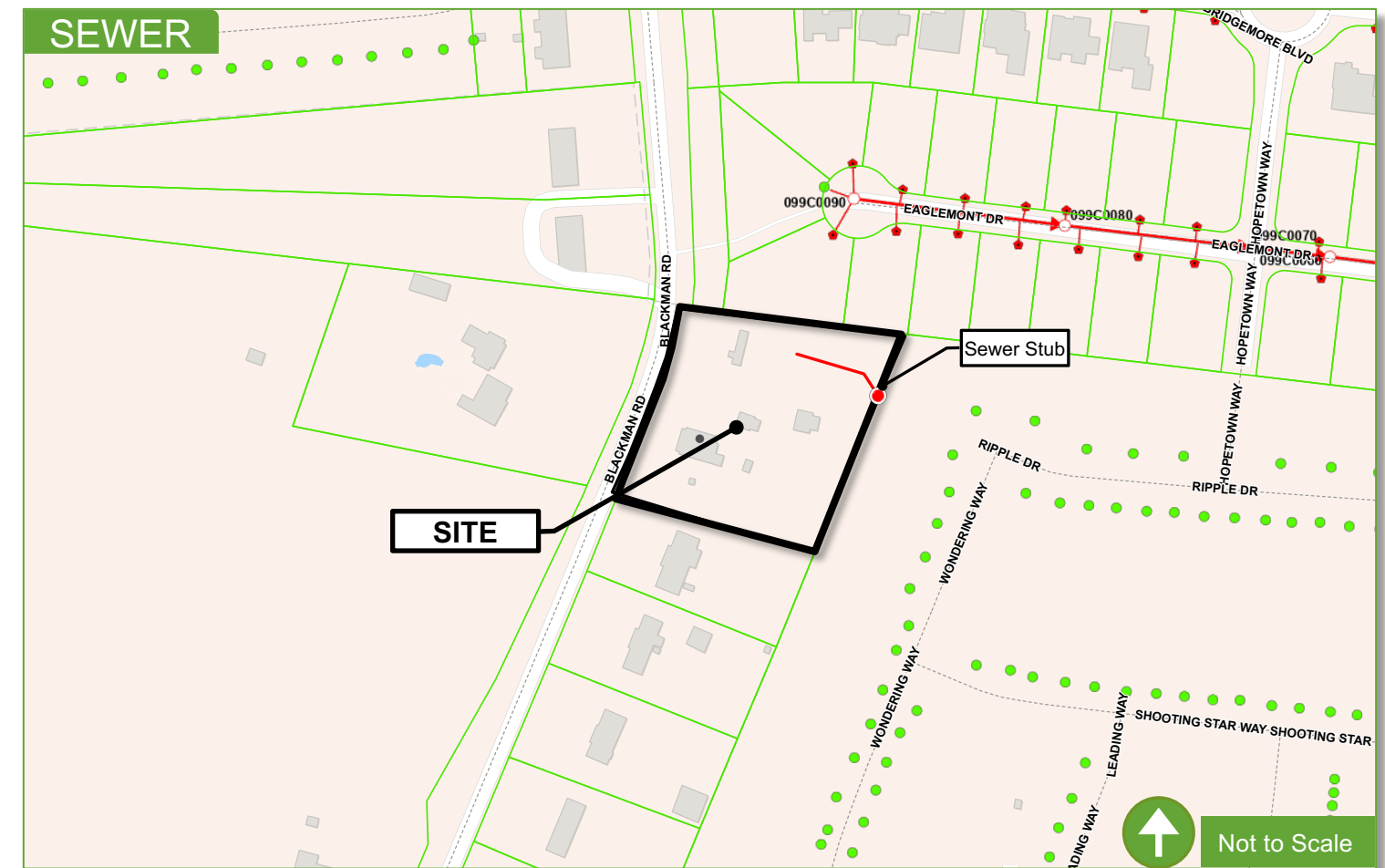
Legend

Water Line

Fire Hydrant

Map Summary

Water Services will be provided by MWRD.



Legend

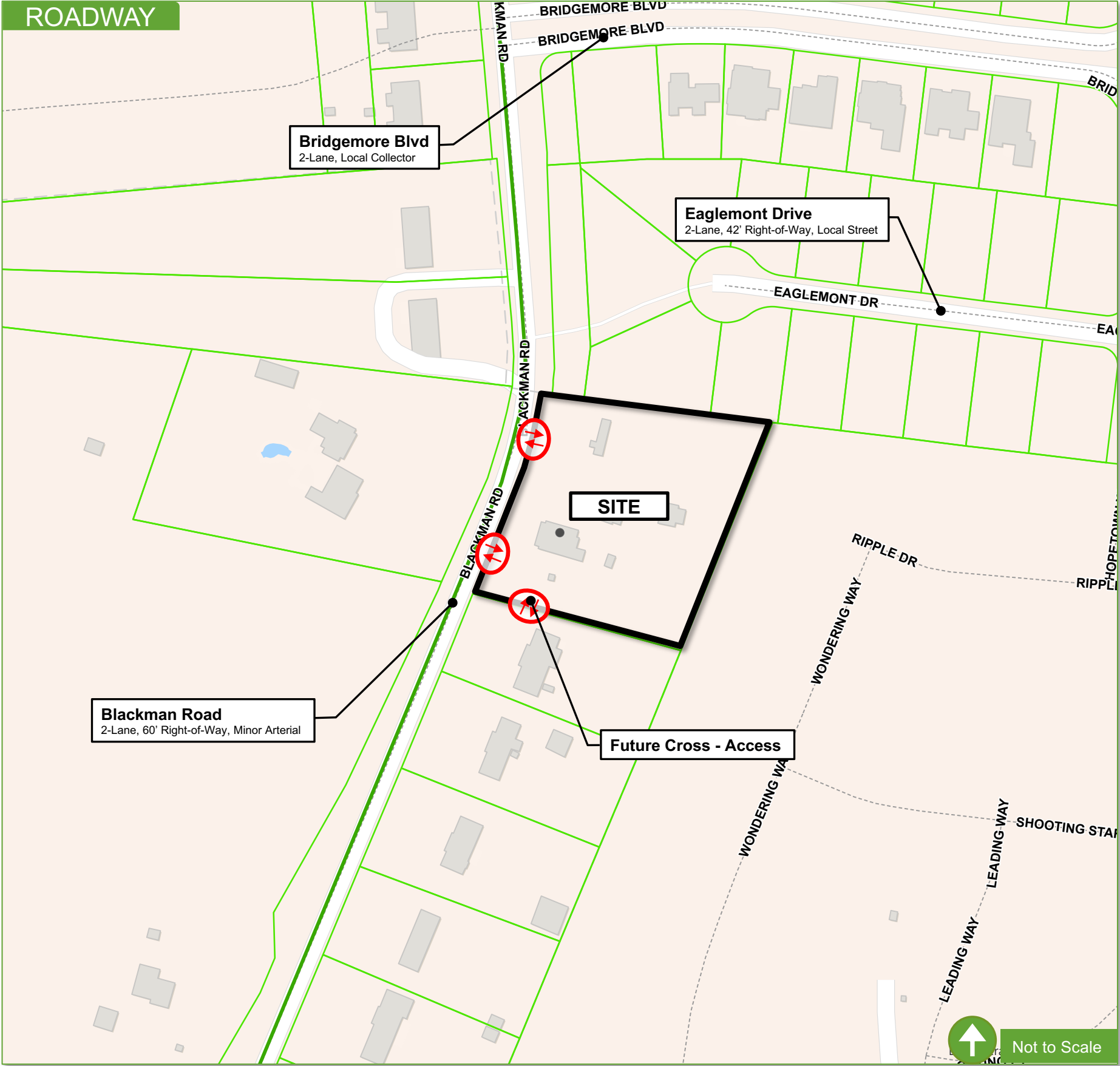
Existing Sewer Gravity Main

Existing Sewer Manhole

Proposed Sewer Extension

- 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.

SHUDDLESTON-STEEL
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

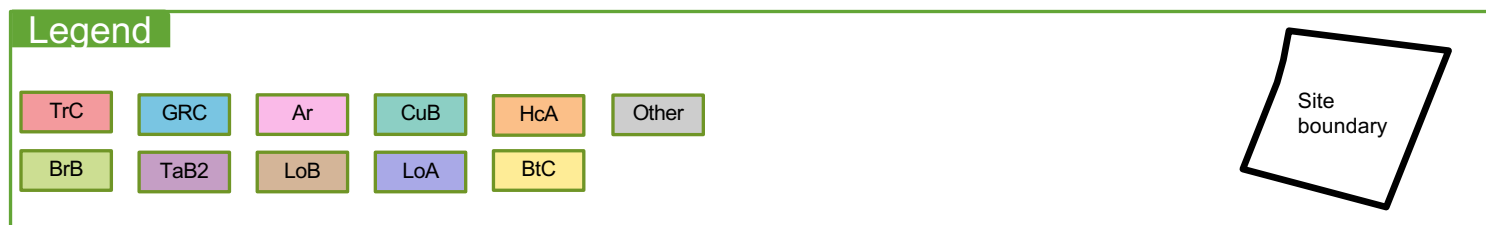
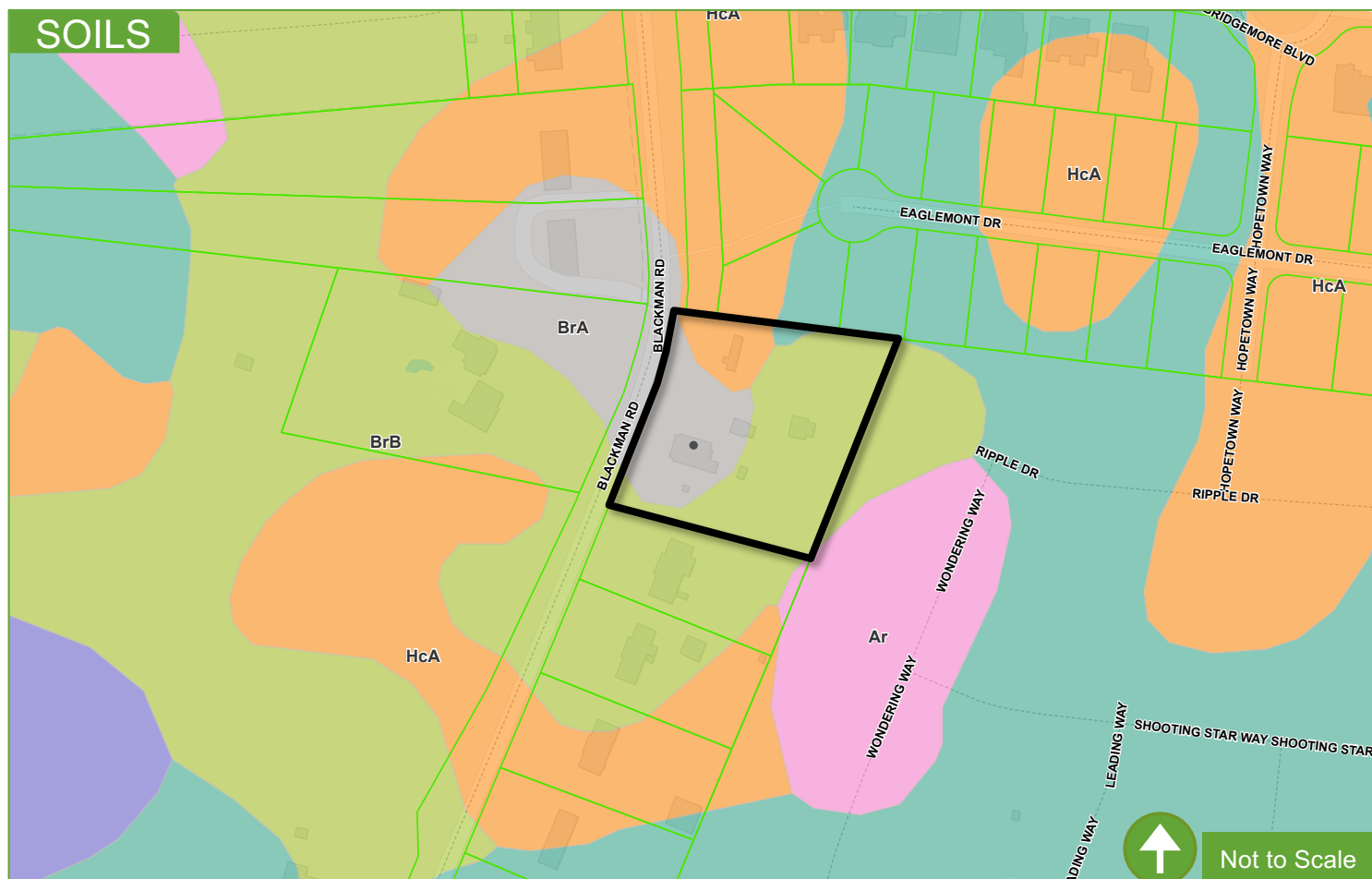


Map Summary

- 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.

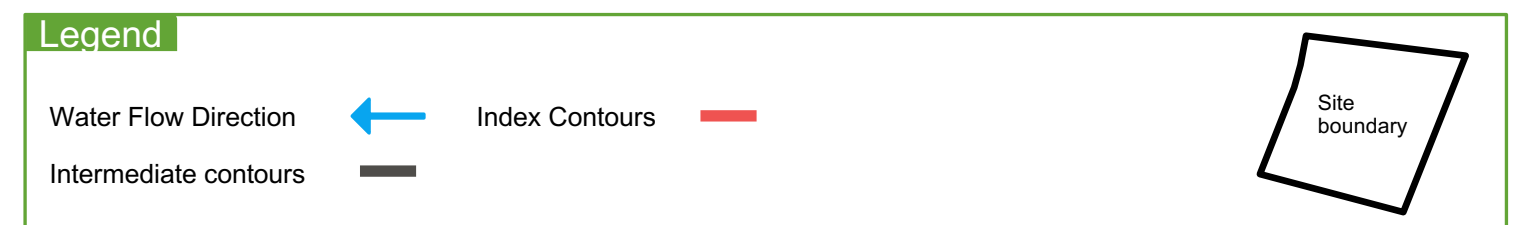
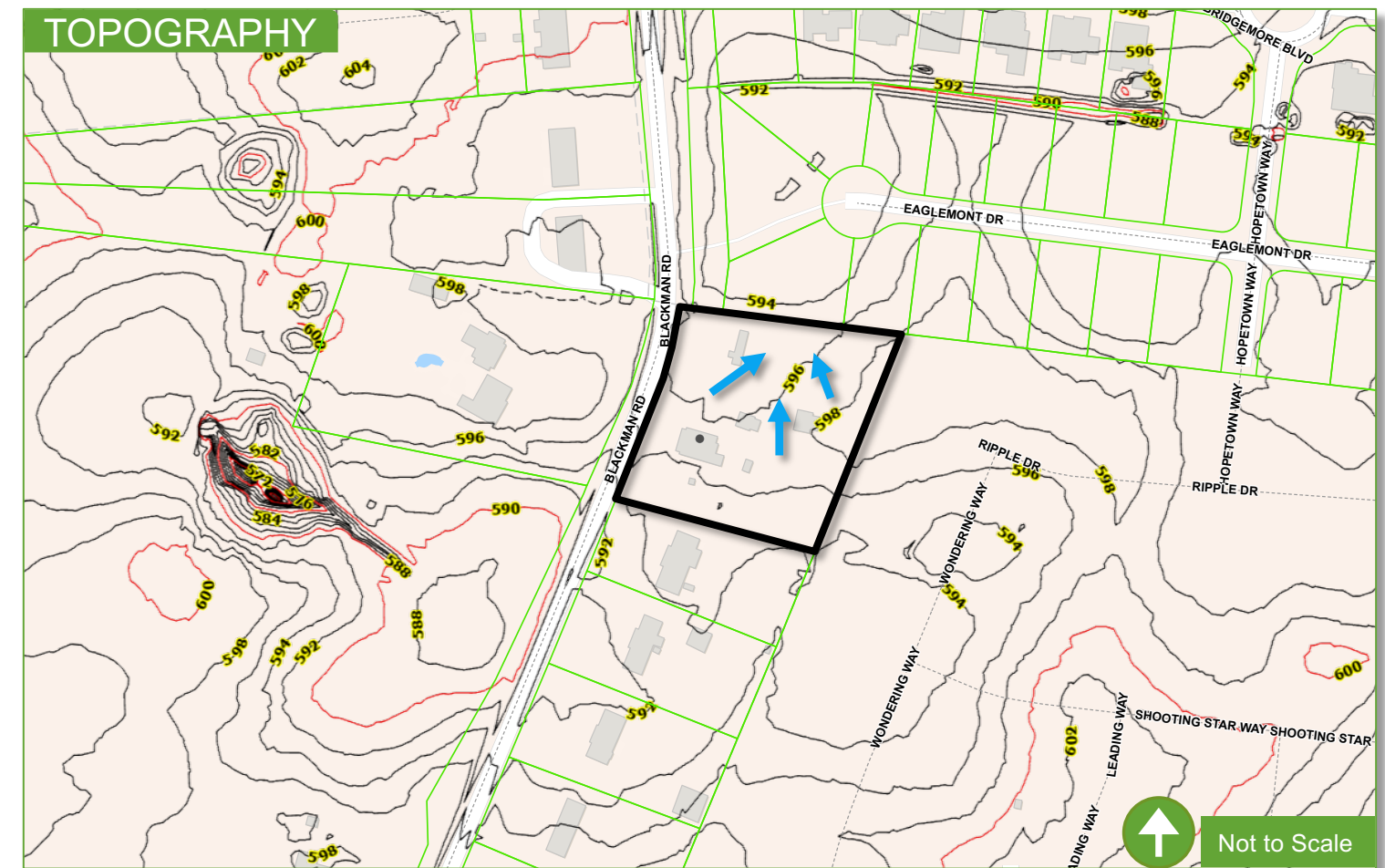
Legend

| | | | | | |
|---------------------|------------|-----------------------|-------------|---------------|------------------------|
| Community Collector | Blue line | Residential Collector | Yellow line | Access Point | Red circle with arrows |
| Major Arterial | Red line | Local Collector | Orange line | Site boundary | Black outline |
| Minor Arterial | Green line | | | | |



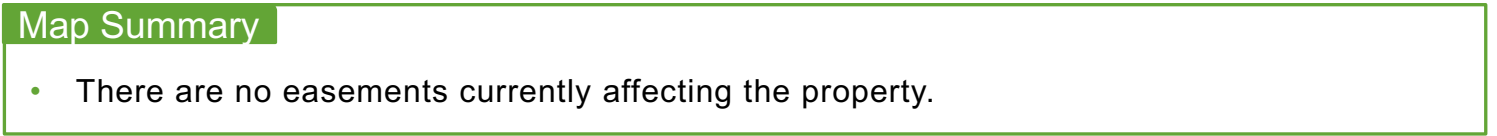
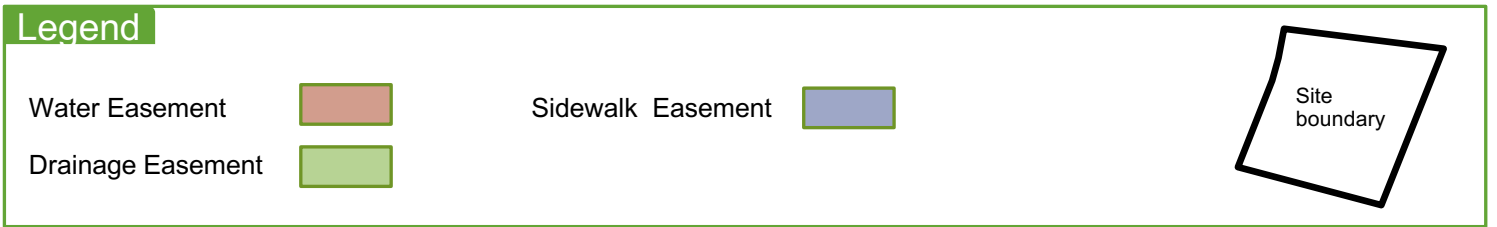
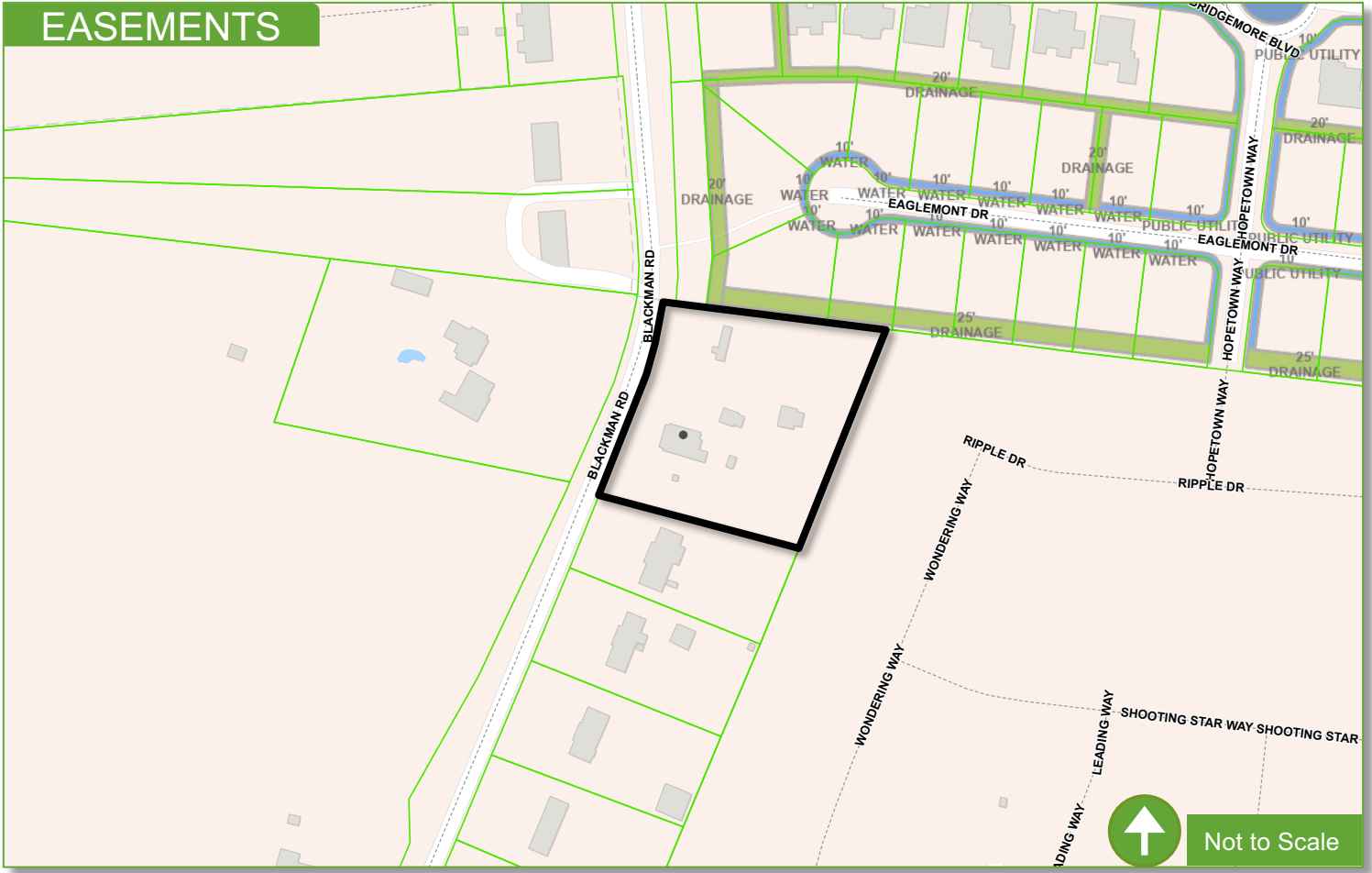
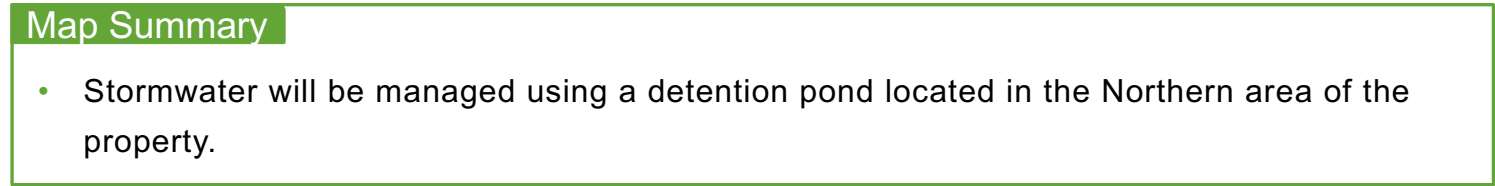
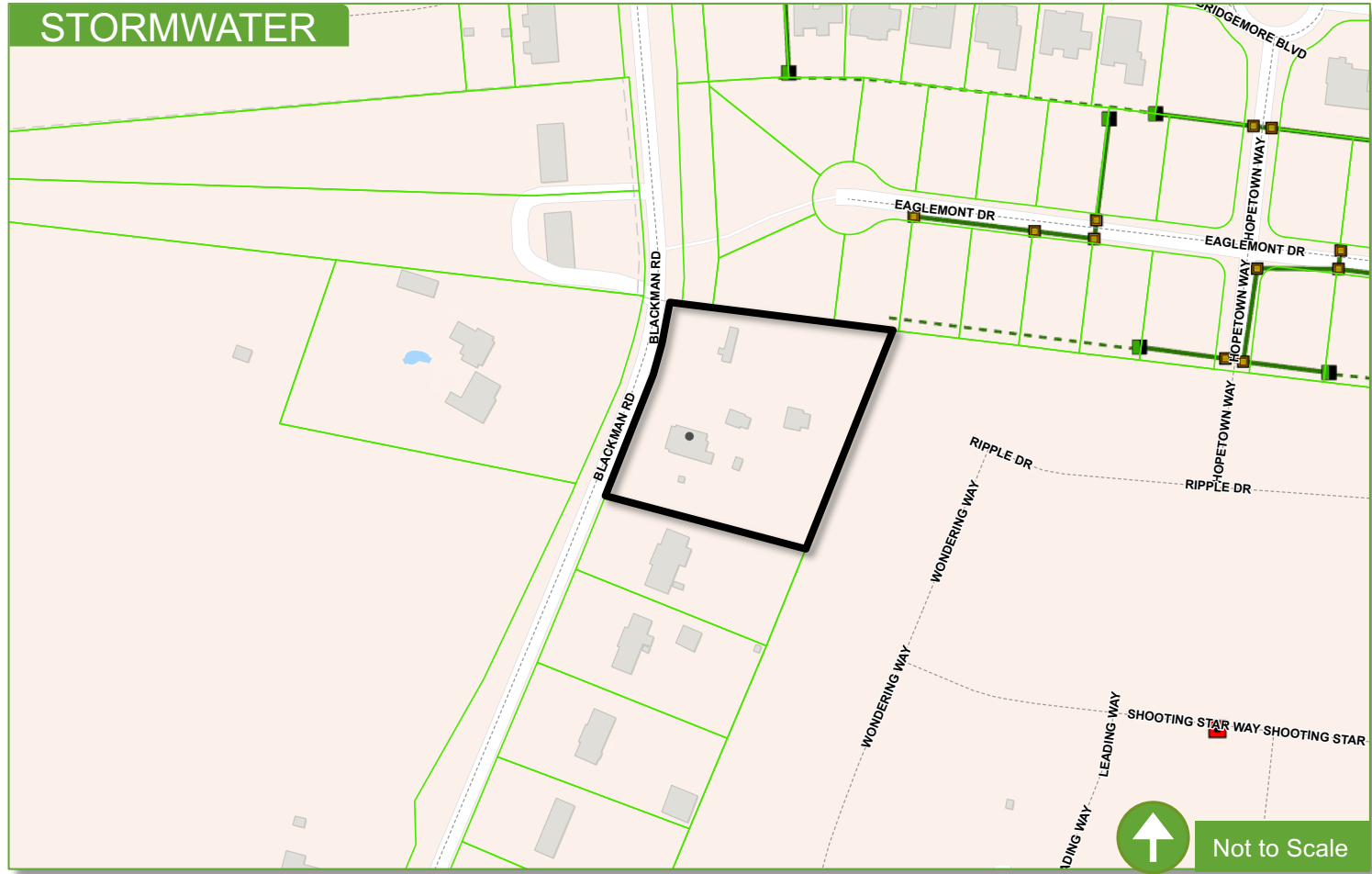
Map Summary

- **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.



Map Summary

The property is generally flat with 0'-2' of fall from a south-to-north direction.





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.



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.

Building Front Elevation



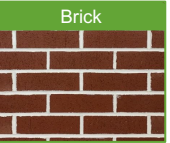
Developmental Standards

- 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



OPEN SPACE PLAN



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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2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
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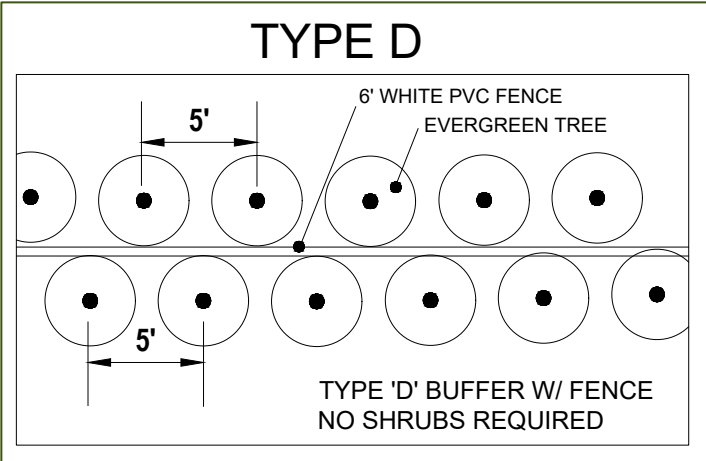
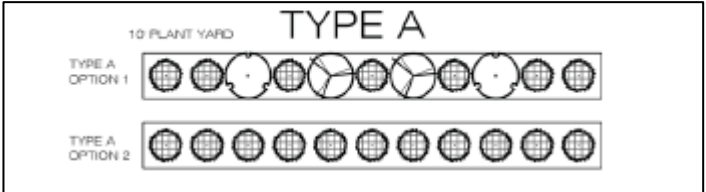
CONCEPTUAL LANDSCAPE



Map Summary

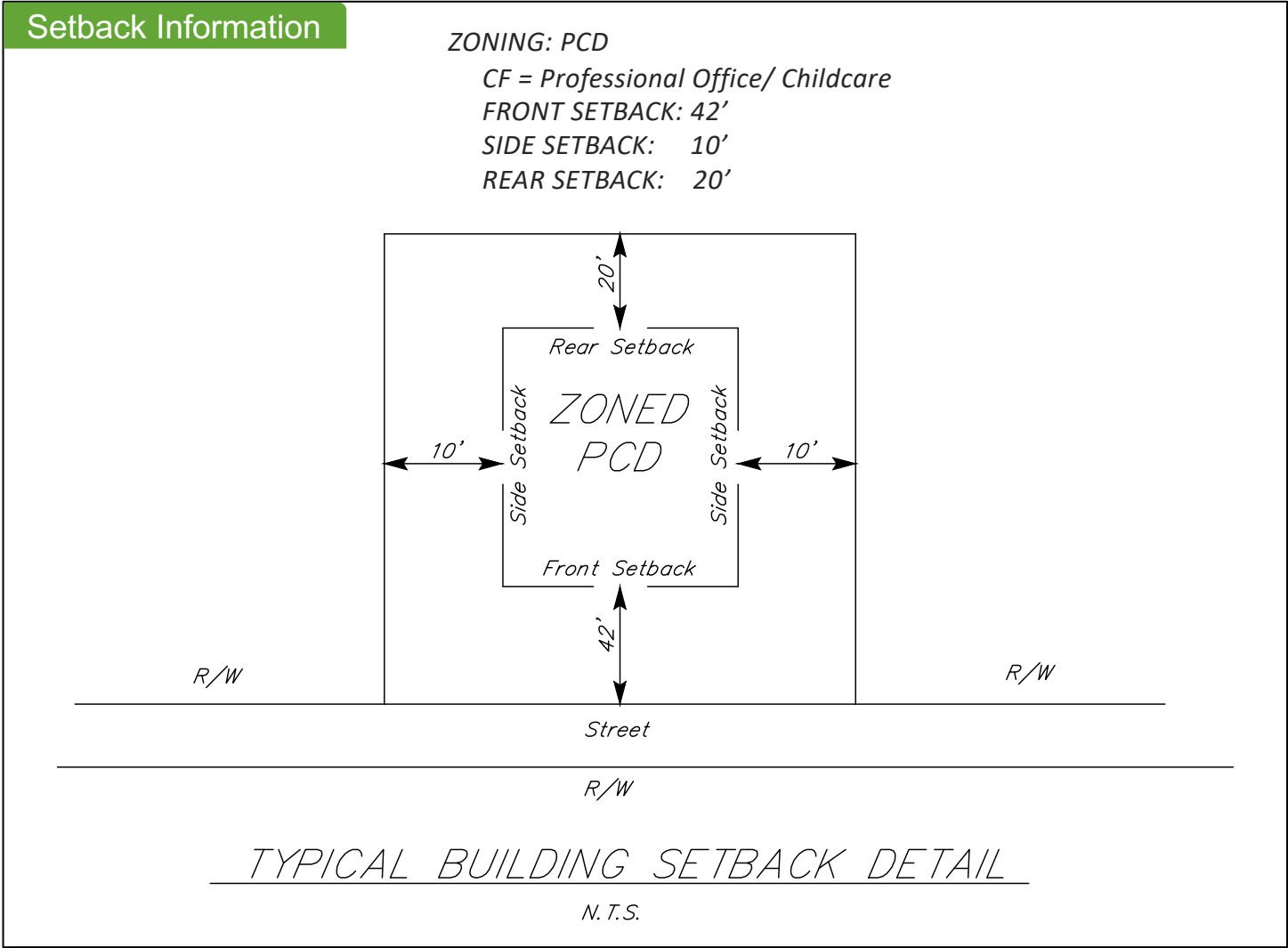
- The developer will provide landscape buffers between the subject property and existing homes on the north, east, and southern property lines.
- Layered landscaping with evenly spaced trees will be provided to screen the parking lot from Blackman Road.
- Landscaping will screen the property from Blackman 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



HSHUDDLESTON-STEELE
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TELEPHONE: 615-893-4084 FAX: 615-893-0080

| 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 | - |



| 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 |

* Any day-care center use, including any associated playground, shall be prohibited within the northern tenant space adjacent to the Shelton Square PCD.

- 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

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 Page 9.](#)
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.](#)

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.

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 _____

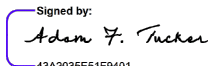
2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:


Adam F. Tucker
City Attorney

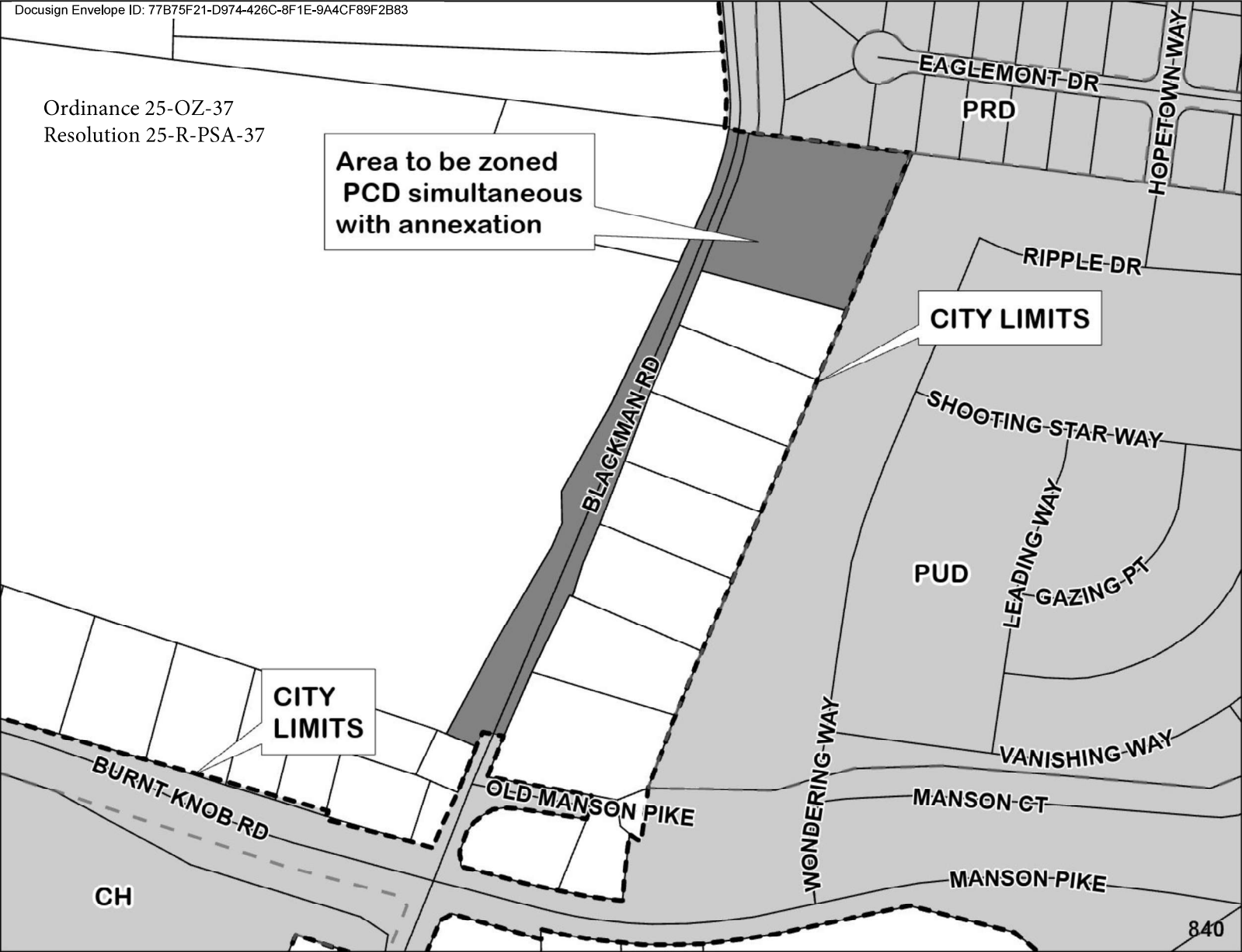
SEAL

Ordinance 25-OZ-37
Resolution 25-R-PSA-37

Area to be zoned
PCD simultaneous
with annexation

CITY LIMITS

CITY
LIMITS



COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Rezoning property along East Burton Street and North Spring Street
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider rezoning approximately 0.29 acres located at the northwest corner of East Burton Street and North Spring Street.

Staff Recommendation

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.

On December 4, 2025, Council held a public hearing and approved this matter on First Reading.

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 construction of a residential and office development in the downtown area just north of the Public Square.

Attachments:

Ordinance 25-OZ-38

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 _____

ATTEST:

Erin Tucker
City Recorder

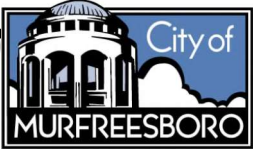
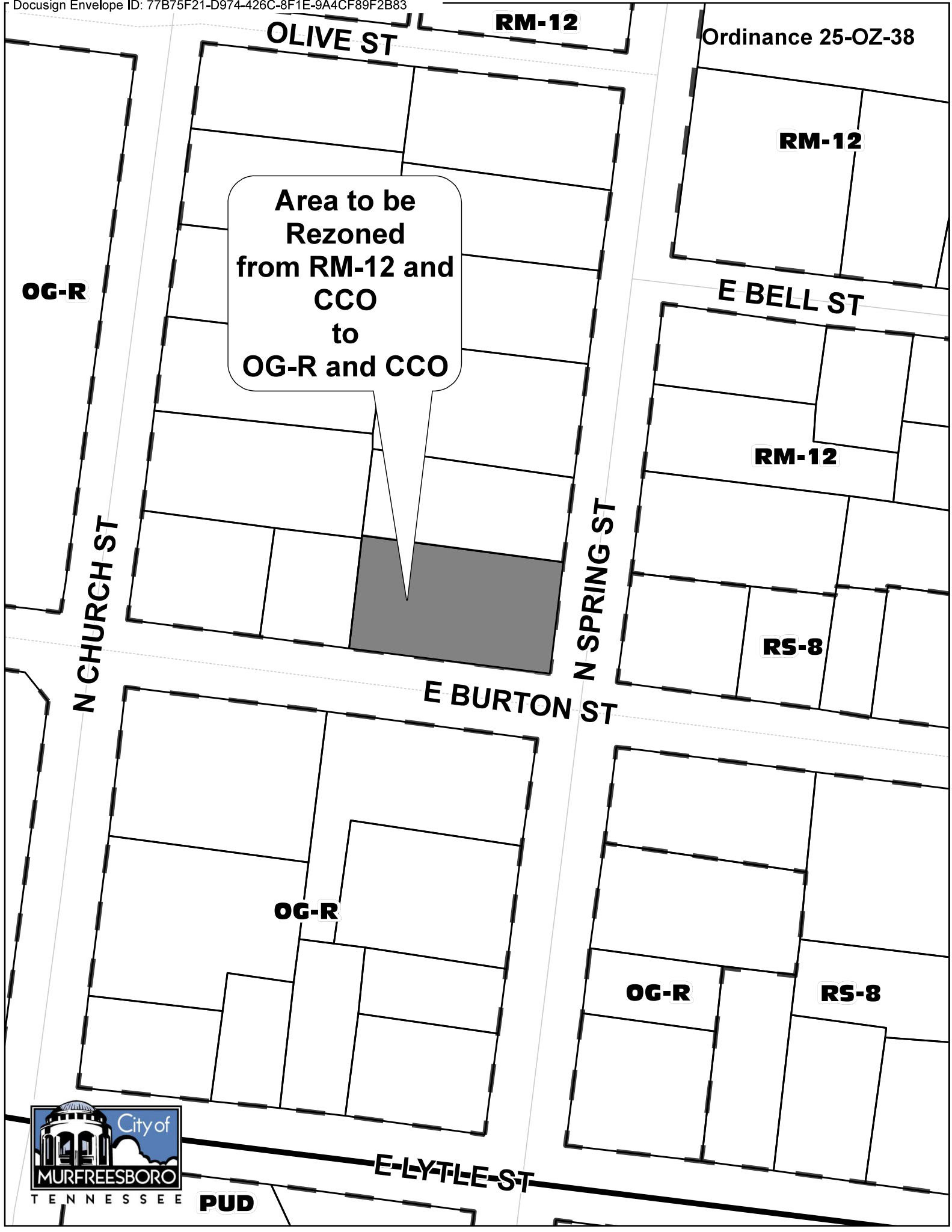
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A203ME51F8401
Adam F. Tucker
City Attorney

SEAL



PUD

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Rezoning property along Bridge Avenue and New Salem Highway
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

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

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.

On December 4, 2025, Council held a public hearing and approved this matter on First Reading.

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:

Ordinance 25-OZ-39

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 _____

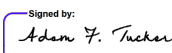
2nd reading _____

Shane McFarland, Mayor

ATTEST:

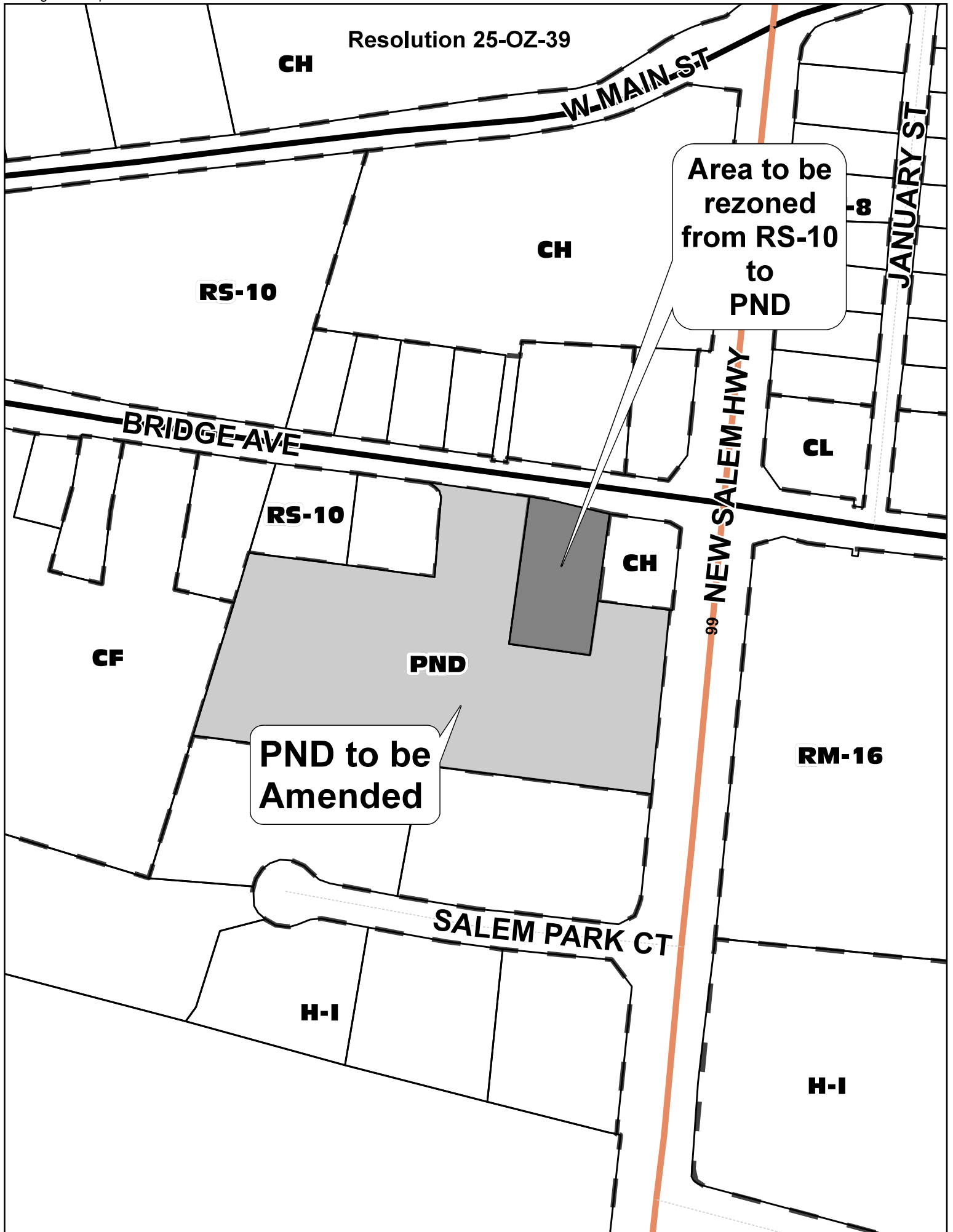
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:


Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Sewer Allocation Variance- Fortress Boulevard and Blaze Drive – Three Leagues Commercial Development

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider 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 11 sfu's for a proposed multi-tenant commercial development.

Background Information

The Planning Department has conducted a due-diligence meeting regarding a proposed commercial development located at the northeast corner of Fortress Boulevard and Blaze Drive. It is proposed to consist of two restaurant buildings, two multi-tenant retail buildings, and five buildings devoted to a self-storage business (including one that will be used as the office). The property in question is zoned Planned Commercial District (PCD), which only allows 2.5 single-family unit equivalents (sfu) per acre.

The lot in question is ≈ 11.32 acres in size, allowing for only 28.3 sfu. The anticipated usage, based on projected commercial tenants, is approximately 39 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 commercial development will create jobs within the community and provide the City and MWRD additional revenue. It will also provide for the development of additional commercial services for the growing Blackman area.

Concurrence

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density

requirements. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The development will generate tax and fee revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Concept site plan
3. Memo from MWRD



Site Engineering Consultants
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615)890-7901

November 20, 2025

Mr. Ben Newman
City of Murfreesboro
111 W. Vine St.
Murfreesboro, Tennessee 37130

RE: Three Leagues at Blaze Drive & Fortress Blvd.
Murfreesboro, Tennessee
SEC Project No. 17176

Dear Mr. Newman:

Please accept this as our variance request for the proposed site located at the northeast corner of Blaze Drive and Fortress Blvd. The property in question will consist of 5 commercial buildings, 4 storage buildings, and 1 office building. The property is zoned Planned Commercial Development (PCD). The sewer allocation ordinance for the overall property (11.32 Ac.) is 28.3 SFUE or 7358 GPD. Based on the potential users anticipated for this project, the projected average sewer usage is 10,121.55 gpd or 38.93 SFUE.

Given this information, Ninth Station Properties, LLC requests a variance from the sewer allocation ordinance to grant an **additional 11 SFUE** of sewer flow. The variance would allow Ninth Station Properties, LLC to develop 5 commercial buildings, 4 storage buildings, and 1 office building for the area.

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, as well as better serve our customers, your residents, with better accessibility to this site.

If you have any questions or need additional information, please contact me at (615) 890-7901 or via email at mtaylor@sec-civil.com.

Sincerely,

Matt Taylor

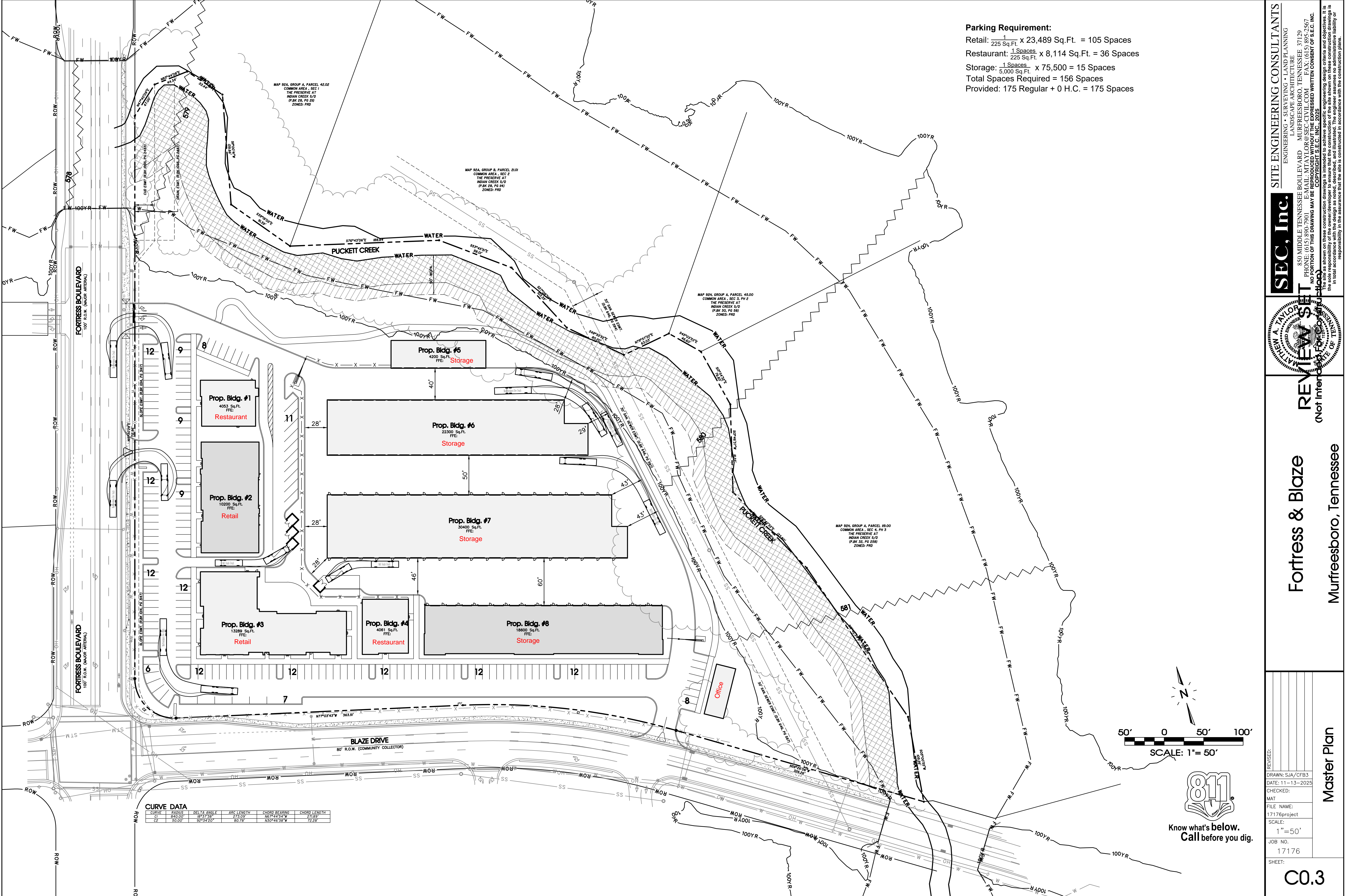
Matt Taylor, P.E.
Vice-President
SEC, Inc.

| Restaurants | | | | |
|-------------|-----------|----------------|------------------|------|
| Building # | Occupants | Flow/Occupants | Total Flow (GPD) | SFUE |
| 1 | 180 | 13 | 2340 | 9 |
| 4 | 180 | 13 | 2340 | 9 |

| Storage | | | | |
|--------------|------------------|---------------------|------------------|------|
| Building # | No. of Buildings | Flow/Building (GPD) | Total Flow (GPD) | SFUE |
| 5, 6, 7, & 8 | 4 | 260 | 1040 | 4 |
| Office | 1 | 260 | 260 | 1 |

| Retail | | | | |
|------------|--------------------|--------------------|------------|------|
| Building # | Building Area (SF) | Flow/1000 SF (GPD) | Total Flow | SFUE |
| 2 | 10201 | 175 | 1785.175 | 6.87 |
| 3 | 13465 | 175 | 2356.375 | 9.06 |

| | | |
|----------|----------------|------|
| Proposed | 38.93 | SFUE |
| | 10121.55 | GPD |
| Allowed | 28.30 | SFUE |
| | 7358.00 | GPD |
| Increase | 11.00 | SFUE |
| | 2860.00 | GPD |





... creating a better quality of life

MEMORANDUM

DATE: December 3, 2025

TO: Ben Newman

FROM: George Reagan/Valerie H. Smith

SUBJECT: Three Fathoms – Three Leagues Storage
Sewer Allocation Ordinance (SAO)
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer allocation model of Basin MF13A sewer system, there is capacity for to serve the development. Basin 13A has capacity for 5240 connections. By committing sewer service to this development, staff is determining that basin 13A's sewer connection capacity will be reduced by 39 connections, resulting in 5201 available connections for future developments.

Per the existing Planned Commercial Development (PCD) zoning (allotted 2.5 sfu/acre) and acreage, 11.32 acres, the property is allowed 28.3 sfu's. Therefore, the development is requesting a variance of 11 sfu's over and above what is allowed per the Sewer Allocation Ordinance.

The Fortress Blvd corridor is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

316 Robert Rose Drive * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Thompson Ln & Battlefield Pump Station Improvements

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider construction contract for Thompson Lane and Battlefield Pump Station improvements.

Staff Recommendation

Approve the contract with Jarrett Construction, pending Legal review and approval. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

These pump stations are recommended for upsizing and replacement, respectively. PS35 is 27 years old and is located at N. Thompson Ln and Medical Center Pkwy. PS17 is 47 years old and serves the Stones River National Battlefield Visitors Center and Residences. The cost estimate for the replacements was in the amount of \$3,102,000.

Two bids were received. CIA evaluated the bids and provided a recommendation to approve the lowest responsive and responsible bidder, Jarrett Construction.

Council Priorities Served

Responsible budgeting

Replacing aging infrastructure in the sewage collection system maintains reliability and allows for increased economic development in a high growth area in the City.

Fiscal Impact

The bid, \$2,910,258, will be funded from the Department's Working Capital Reserves.

Attachments

1. CIA Recommendation
2. Bid tab



CIVIL
INFRASTRUCTURE
ASSOCIATES

1000 W. 2nd Avenue, Suite 100
Nashville, TN 37203
615.259.5133
www.ciaengineers.com

December 2, 2025

Ms. Valerie Smith, P.E., Assistant Director
Murfreesboro Water Resources Department (MWRD)
316 Robert Rose Drive
Murfreesboro, Tennessee 37129

RE: Battlefield and Thompson Lane Sewage Pump Station Improvements
Murfreesboro Project No: 23163
CIA Project No. 2023-093

Valerie:

Attached is a copy of the certified bid tabulation for the referenced project. The apparent low bidder was Jarrett Builders, Inc. from Nashville, TN with a base bid of \$2,910,258.00. The difference between this bid and the second bid was 15%. The engineer's construction cost estimate given to the MWRD Board when the project was originally proposed was \$3.1 million.

Jarrett Builders submitted a representative project listing and project references required by the contract documents. The list included recent work on 4 Gorman-Rupp sewer pump stations in the Nashville area, they included submersible pumps, internal and external piping replacements, rehabilitation of existing stations, and wetwell lining due to a corrosive wastewater. All these things are very representative of experience needed for this project. CIA spoke with the engineers on the pump station jobs, and the utilities on the pipe work projects, all said "on time, on budget, any change orders were justified, and they would recommend them as being qualified.

Evaluation of the base bid breakdown of the low bidder did not reveal any omissions. Having also checked project references, CIA recommends approval of Jarrett Builders, Inc. base bid of \$2,910,258.00 to MWRD.

We will continue to assist MWRD in every way possible to consider cost-saving alternatives and expedite the replacement of the older pumps and stations.

Sincerely,

A handwritten signature in blue ink that reads "Linda J. Sullivan".

Linda J. Sullivan, P.E.

BID TAB CERTIFICATION

Project: 2023-093 MWRD Thompson Lane & Battlefield SPS Improvements

OWNER: City of Murfreesboro, **DESIGNER:** CIA, Civil Infrastructure Associates, LLC

BID OPENING: Tuesday, November 25th at 2 pm CST. **LOCATION:** MWRD Office at 316 Robert Rose Drive, Murfreesboro TN 37129

| <u>Company</u> | <u>Address</u> | <u>Base Bid</u> | <u>Alternate #1</u> | <u>Alternate #2</u> |
|------------------------|---------------------------------------------|-----------------|---------------------|---------------------|
| Jarrett Builders, Inc. | 1106 Lebanon Pike, Nashville, TN 37210 | \$2,910,258.00 | \$112,375.00 | \$47,671.00 |
| W&O Construction | 150 construction Dr, Livingston TN 38570 | \$3,361,600.00 | \$110,000.00 | \$95,000.00 |

Contractor with certified lowest responsible total bid: Jarrett Builders, Inc.

I certify the above bids:



Date: Dec 3, 2025



COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: SSR Task Order 2541048 - 201 Wastewater Facilities Plan Update

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider the SSR Task Order (TO) to prepare an update to the 201 Wastewater Facilities Plan (Plan) to MWRD's sanitary sewage collection system.

Staff Recommendation

Approve of SSR Task Order 2541048. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

In April 2019, the Board approved of an SSR TO to update the Plan to both the collection system and the treatment system at the WRRF. The Plan was to incorporate updates for all system changes since the previous 2002 Plan was completed.

At that time, the Department just finalized its 20-yr strategic planning document, the 2018 Water Resources Integration Plan (WRIP). The WRIP sought to capture the strategic cornerstones necessary for MWRD to prepare for Murfreesboro's and Rutherford County's growth through 2035. In the WRIP narrative, the Tennessee State Revolving Fund (SRF) requires that a utility maintains an updated Plan that summarizes the activities required to provide service to current and future customers. Hence the reason for the SSR TO in 2019.

About 6 months into the TO, the City took on the task of creating a new Future Land Use Map (FLUM). The FLUM is used to determine the future sewer capacity needs in the collection system. It is for this reason that the TO and update of the Plan were put on hold.

At this time, the City has adopted the FLUM, therefore a new TO was requested of SSR. The existing TO will be closed. Even though the existing TO will be closed, there is some information from the original TO that can be utilized while other aspects will start fresh since the information is 6+ years old.

The Plan will be developed so as to conform with the requirements of the Clean Water State Revolving Fund (SRF) Facilities Plan outline and Environmental Protection Agency Guidance for Preparing a Facility Plan, EPA-430/9-76-015 in the event SRF monies are used to fund any future capital projects that are derived from the Plan.

Council Priorities Served*Responsible budgeting*

The update of this Plan will guide staff in knowing not only how to serve future growth, but the improvement necessary to serve that growth and the long term costs associated.

Fiscal Impact

SSR TO 2541048 in the amount of \$334,300 is proposed from the Department's Working Capital Reserves.

Attachments

SSR TO 2541048

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 3 OF 4: TASK ORDER FORM

Prepared by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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TASK ORDER NO. 2541048.0

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **August 1, 2025**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

| | | |
|----|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| a. | Effective Date of Task Order: | |
| b. | Owner: | City of Murfreesboro |
| c. | Engineer: | Smith Seckman Reid, Inc. |
| d. | Specific Project (title) | Wastewater Facilities Plan – 2025 Revision |
| e. | Specific Project (description): | Study and report phase services for the development of an updated 201 Facilities Plan for the sewage collection system. |
| f. | Related Task Orders | N/A |

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

| | |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Specific Project Title: | Wastewater Facilities Plan – 2025 Revision |
| Type and Size of Facility: | Sewage Collection System |
| Prior Studies, Reports, Plans: | Prior Wastewater Facilities Plans, Waster Resource Integration Plan, Collection System Asset Management Plan, CMOM Plan, Others Indicated Herein |
| Facility Location(s): | Rutherford County |

Task Order.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 - ☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
 - 1. If the Scope established in Paragraph 3.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: Refer to Attachment A for supplemental responsibilities.

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: Not Applicable.

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service | Amount | Basis of Compensation |
|------------------------|-----------|-----------------------|
| 1. Basic Services | \$331,800 | Hourly NTE (1) |

Task Order.

| Description of Service | Amount | Basis of Compensation |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------|
| a. Task 10 | \$33,645 | |
| b. Task 20 | \$16,845 | |
| c. Task 30 | \$57,440 | |
| d. Task 40 | \$38,115 | |
| e. Task 50 | \$74,595 | |
| f. Task 60 | \$36,215 | |
| g. Task 70 | \$53,360 | |
| h. Task 80 | \$21,585 | |
| TOTAL COMPENSATION | \$331,800 | |
| 2. Additional Services under Section 3.D above | (N/A) | |
| 3. Reimbursable Expenses | | |
| a. Regulatory Reviews | \$1,500 | At cost |
| b. External Printing | \$1,000 | At cost |
| <p>(1) NTE – Not to Exceed</p> <p>(2) Reimbursable expenses are estimated amounts.</p> <p>(3) Compensation items and totals based as a whole or in part on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual tasks to be consistent with services rendered but shall not exceed the total compensation amount unless approved in writing by the Owner.</p> | | |

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.
- D. The following Hourly Rates are included as part of this Task Order and are in addition to the Hourly Rates listed in Appendix 2: Standard Hourly Rate Schedule of the Main Agreement.

| Position | Rate |
|----------|----------|
| None. | \$ None. |

Task Order.

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8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. None identified.

9. EXHIBITS AND ATTACHMENTS:

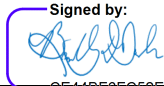
- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit D to Task Order—Not Used
- D. Exhibit E to Task Order—Not Used
- E. Attachment A—Project Understanding and Scope

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

CITY OF MURFREESBORO:

SMITH SECKMAN REID:

By: _____

By:  Signed by: CE44BF0FC52E43E...

Print Name: Shane McFarland

Print Name: Brentley D. Fowler

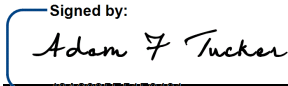
Title: Mayor

Title: Principal

Engineer's License or Firm's
Certificate No. (if required): 1030

State of: Tennessee

APPROVED AS TO FORM:

 Signed by: 43A2035E51F9401...

City of Murfreesboro Legal Department

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Valerie Smith

Name: Brentley D. Fowler

Title: Director

Title: Principal

Address: 316 Robert Rose
Murfreesboro, TN 37129

Address: 2995 Sidco Drive, Nashville, TN 37204

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Address: vsmith@murfreesborotn.gov

E-Mail
Address: bfowler@ssr-inc.com

Phone: 615-848-3200

Phone: (615) 460-0433

Date: 11/24/25

Date: 10/20/2025

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**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 4 OF 4: EXHIBITS TO TASK ORDER

Prepared by



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EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER

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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

- 1.01 Management of Engineering Services
- A. See Main Agreement, Paragraph 1.03.
- 1.02 Study and Report Phase
- A. Engineer shall:
1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
- a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
- 1) None identified by Owner.
- b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
- c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify 3 alternative solutions potentially available to Owner,

unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

Exhibit A—Engineer's Services Under Task Order.

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13. Utilities, including Underground Facilities

- a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
- b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
- c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
- d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
- e. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner’s Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s).

- a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
- b. Engineer will meet with Owner to discuss the draft Report and receive Owner’s comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. Refer to Attachment A for additional tasks and deliverables.
 17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
 18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.
- 1.03 Preliminary Design Phase
- A. Engineer shall not provide preliminary design phase services.
- 1.04 Final Design Phase
- A. Engineer shall not provide final design phase services.
- 1.05 Bidding/Proposal Phase
- A. Engineer shall not provide bidding/proposal phase services.
- 1.06 Construction Phase
- A. Engineer shall not provide construction phase services.
- 1.07 Post-Construction Phase
- A. Engineer shall not provide post-construction phase services.

ARTICLE 2—ADDITIONAL SERVICES

- 2.01 Additional Services Not Requiring Owner's Written Authorization
- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

Exhibit A—Engineer's Services Under Task Order.

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- b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
- 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 - 5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
 - 6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
 - 7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 - 8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 - 9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 - 10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
 - 11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for

Exhibit A—Engineer's Services Under Task Order.

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Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. 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 Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific 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 Specific Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, 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, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
 7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
 9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

- b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
- 10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 - 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
 - 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
 - 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
 - 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement,

Exhibit A—Engineer's Services Under Task Order.

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either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property

monuments lost or destroyed during construction; and providing other special field surveys.

31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

| Party | Action | Exhibit A Reference | Schedule |
|----------|------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Engineer | Submit 1 review copy of the <u>first</u> section of the Report and other Study and Report Phase deliverables to Owner. | 1.02.A.17 | Within 65 days of the Kick-off Meeting. |
| Owner | Submit comments regarding the <u>first</u> section of the Report and other Study and Report Phase deliverables to Engineer. | 1.02.A.18 | Within 10 days of the receipt from Engineer of the <u>first</u> section of the Report and other Study and Report Phase deliverables. |
| Engineer | Submit 1 copies of the revised <u>first</u> section of the Report and other Study and Report Phase deliverables to Owner. | 1.02.A.18 | Within 5 days of the receipt of Owner's comments regarding the <u>first</u> section of the Report and other Study and Report Phase deliverables. |
| Engineer | Submit 1 review copy of the <u>second</u> section of the Report and other Study and Report Phase deliverables to Owner. | 1.02.A.17 | Within 65 days of receipt of Owner's comments regarding the <u>first</u> section of the Report and other Study and Report Phase deliverables. |
| Owner | Submit comments regarding the <u>second</u> section of the Report and other Study and Report Phase deliverables to Engineer. | 1.02.A.18 | Within 10 days of the receipt from Engineer of the <u>second</u> section of the Report and other Study and Report Phase deliverables. |
| Engineer | Submit 1 copies of the revised <u>second</u> section of the Report and other Study and Report Phase deliverables to Owner. | 1.02.A.18 | Within 5 days of the receipt of Owner's comments regarding the <u>second</u> section of the Report and other Study and Report Phase deliverables. |
| Engineer | Submit 1 review copy of the <u>third</u> section of the Report and other Study and Report Phase deliverables to Owner. | 1.02.A.17 | Within 65 days of receipt of Owner's comments regarding the <u>second</u> section of the Report and other Study and Report Phase deliverables. |
| Owner | Submit comments regarding the <u>third</u> section of the Report and other Study and Report Phase deliverables to Engineer. | 1.02.A.18 | Within 10 days of the receipt from Engineer of the <u>third</u> section of the Report and other Study and Report Phase deliverables. |
| Engineer | Submit 1 copies of the revised <u>third</u> section of the Report and other Study and Report Phase deliverables to Owner. | 1.02.A.18 | Within 5 days of the receipt of Owner's comments regarding the <u>third</u> section of the Report and other Study and Report Phase deliverables. |

Exhibit B—Task Order Deliverables Schedule.

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| Party | Action | Exhibit A Reference | Schedule |
|----------|------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Engineer | Submit 1 review copy of the <u>fourth</u> section of the Report and other Study and Report Phase deliverables to Owner. | 1.02.A.17 | Within 65 days of receipt of Owner's comments regarding the <u>third</u> section of the Report and other Study and Report Phase deliverables. |
| Owner | Submit comments regarding the <u>fourth</u> section of the Report and other Study and Report Phase deliverables to Engineer. | 1.02.A.18 | Within 10 days of the receipt from Engineer of the <u>fourth</u> section of the Report and other Study and Report Phase deliverables. |
| Engineer | Submit 1 copies of the revised <u>fourth</u> section of the Report and other Study and Report Phase deliverables to Owner. | 1.02.A.18 | Within 5 days of the receipt of Owner's comments regarding the <u>fourth</u> section of the Report and other Study and Report Phase deliverables. |
| Engineer | Submit 1 review copies of the compiled Report and other Study and Report Phase deliverables to Owner. | 1.02.A.17 | Within 10 days of receipt of Owner's comments regarding the <u>fourth</u> section of the Report and other Study and Report Phase deliverables. |
| Owner | Submit comments regarding the <u>compiled</u> Report and other Study and Report Phase deliverables to Engineer. | 1.02.A.18 | Within 5 days of the receipt from Engineer of the <u>compiled</u> Report and other Study and Report Phase deliverables. |

Exhibit B—Task Order Deliverables Schedule.

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EXHIBIT C—RESERVED

Exhibit C—Reserved.

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EXHIBIT D—NOT USED

NOT USED.

EXHIBIT E—NOT USED

NOT USED.

EXHIBIT F—RESERVED

Exhibit F—Reserved.

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EXHIBIT G—RESERVED

Exhibit G—Reserved.

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EXHIBIT H—RESERVED

Exhibit H—Reserved.

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EXHIBIT I—RESERVED

Exhibit I—Reserved.

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**ATTACHMENT A TO TASK ORDER 2541048.0
PREPARATION OF AN UPDATED WASTEWATER FACILITIES PLAN**

PROJECT UNDERSTANDING AND SCOPE

PROJECT UNDERSTANDING

This Task Order authorizes and directs the ENGINEER to proceed in providing to the OWNER study and report phase engineering services for the development of an updated Wastewater Facilities Plan document to verify system collection and required upgrades for the 20-year study period (planning year of 2045). System treatment capacity requirements will be addressed in a separate study and report as prepared by Hazen and Sawyer (Hazen) and Smith Seckman Reid (SSR).

This project will include preparation of a Wastewater Facilities Plan update (the Plan) to include the OWNER sanitary sewage collection systems and treatment systems by reference to the study and report prepared by Hazen and SSR. The last major collection and treatment systems update of the Wastewater Facilities Plan was completed in 2002. Since that time several smaller Wastewater Facilities Plan updates have been completed. The Plan will incorporate all updates and system changes since the 2002 Plan was completed. Due to a significant change in Tennessee's annexation laws, OWNER's philosophy for providing sewer service has evolved. Also, The OWNER now allows decentralized sewer service in certain circumstances. This development calls for a change to the sewer service concept proposed in the previous Wastewater Facilities Plan.

The Plan will be generally consistent with the requirements of the Clean Water State Revolving Fund (SRF) Facilities Plan "document outline and Environmental Protection Agency Guidance for Preparing a Facility Plan, EPA-430/9-76-015 in the event SRF monies are used to fund the project. This Plan will exclude detailed planning related to treatment systems. Treatment systems will be included in this Plan by reference and by appending this Plan to include the separate report prepared by Hazen and SSR

OWNER-PROVIDED INFORMATION

OWNER will provide existing, pertinent information for the development of the Plan. The information will include, but is not limited to the following:

- Collection system flow measurement data and pump station pumping records.
- Sewer system rehabilitation data.
- Sewer system asset management plan.
- CMOM program information.
- STEP system service area information and GIS data.
- WRRF influent and effluent flow and sampling results for past four years, including the repurified water system, if needed to confirm collection system model.
- Previous studies and reports.
- Wastewater collection system design criteria.
- Construction project record drawings as needed.
- Records of any modifications made that are not part of existing project record drawings.

- Records of known complaints and/or problems.
- Planning data from the 2035 Comprehensive Plan, including historical and projected rates of development, land use classifications and categories, and future comprehensive land use plans including population densities.
- Minority and low-income population data.
- Financial data including bonding capacity, current levies and their bases, current annual budgeted expenditures for capital improvements and maintenance.
- Sewer system GIS data including pipes, manholes, lift stations, sewer service area, sanitary sewer districts, urban growth boundary, etc.
- Sanitary sewer service area.
- Sanitary sewer master plans and sub-basin master plans and associated GIS data if available.
- Sanitary sewer system flow monitoring data.
- Land use designation maps.
- Parcel data with attributes relatable to sewer services.
- Zoning information.
- Soils data indicating suitability for STEP system drip irrigation.

It is understood that ENGINEER will utilize data from the 2035 Comprehensive Plan and service data from Consolidated Utility District (CUD) wherever possible for the development of the Plan.

ENGINEER'S SCOPE OF SERVICES

This task order covers the engineering study and report basic services necessary to complete each of the following:

Task 10.0 – Project Management

ENGINEER will plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Services. ENGINEER will review project progress and communicate project status on a regular basis to the OWNER. Communication will be through email and telephone, as well as at project coordination meetings with the OWNER.

Subtask 10.1 – Project Management

The ENGINEER's project manager will actively manage the project team, including any sub-consultants. The project manager will keep in regular contact with OWNER staff via written and verbal communications. E-mail and telephone will be utilized whenever practical. On a monthly basis, project invoices will be prepared and a written project report of project progress and budget tracking.

This subtask will include the following activities:

- Project kickoff meeting to identify project actions and responsible persons for each required action.
- Project administration includes scheduling maintenance, filing, resource allocation, quality control, and routine communications.
- Design team coordination, including conference calls and internal meetings.

- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the OWNER.
- Submitting monthly invoices to the OWNER.
- Submitting monthly progress reports to the OWNER.

Subtask 10.2 – Regulatory Agency Coordination

The ENGINEER will coordinate with the regulatory agencies which may have comments regarding the OWNER's planning. The purpose of the coordination will be to review the OWNER's preliminary ideas regarding current and future facilities and gather comments the agencies may have.

This subtask will include the following activities:

- ENGINEER to conduct up to two (2) joint meetings with regulatory agencies and OWNER.
- ENGINEER will prepare meeting highlights that summarize the discussion and action items resulting from the meetings.
- ENGINEER will distribute meeting highlights to the agencies and project team members in electronic format for review and comment.
- With any comments received, ENGINEER will revise the meeting highlights and redistribute to agencies and team members.

Task 20.0. Data Collection and General Information

OWNER will provide and ENGINEER will analyze all data relevant to the flow of wastewater in the existing collection system and to the WRRF. The OWNER will furnish the ENGINEER with existing plans, GIS data, applicable sewer TV reports, sewer master plans, electronic files, flow monitoring data, lift station pump curves, pump run times and other applicable rainfall or flow data, and other information regarding the sanitary sewer system as well as past reports applicable to the project. A minimum of four years of collection system flow data and flow data from the WRRF, if needed, will be provided by the OWNER.

This task will include the following activities:

- ENGINEER will create a register of data required from OWNER, including priority and the responsible parties.
- ENGINEER will create file transfer protocol (FTP) site allowing OWNER to transmit data to ENGINEER.
- ENGINEER will receive data from OWNER and OWNER's consultants.
- ENGINEER will conduct one interview with OWNER to identify known deficiencies in the wastewater collection system.

Task 30.0 – Evaluation of Data and Facilities

ENGINEER will use the static spreadsheet models, the planning and design criteria, and the baseline wastewater conditions to determine the current collection system capacity and optimum performance.

Subtask 30.1 – Evaluation of Existing Collection System

ENGINEER will use static spreadsheet models, use the planning and design criteria, CUD decentralized sewer service data, and the baseline wastewater conditions to determine the current system capacity and performance. ENGINEER will develop a static spreadsheet model of the existing wastewater collection system for current capacity assessment and to act as the basis for future planning studies. The current collection system data housed in the OWNER's GIS and OWNER-provided record drawings will be used to assist in construction of the hydraulic model. GIS data and record drawings for physical facilities will be supplemented as required with additional data provided by the OWNER. The model will include all OWNER's interceptor sewers, major trunk sewers, and pumping stations that were evaluated in the previous Wastewater Facilities Plan. Information and drawings provided by the OWNER for pump stations and other special structures such as siphons, weirs, and known outfalls will be used to complete the model physical facilities. To determine actual inflow rates and pumping capacities for the major pumping stations, OWNER shall provide recorded flow and pumping rate data to ENGINEER, supplemented with record drawings and other information to assist in capacity determination. To determine actual pumping capacities for the major pump stations and carrying capacity of their associated force mains that are not equipped with permanent flow recording devices, OWNER shall install a temporary electronic data recorder to determine inflow and pumping rate for a period of one (1) month. ENGINEER will calibrate model using flow monitoring sub-consultant flow data records.

This subtask will include the following activities:

- Review existing record drawings.
- Review existing reports and other information provided by the OWNER.
- Review OWNER-provided sewer system rehabilitation data.
- Review OWNER-provided CMOM program information.
- Meet with OWNER to review known operational issues.
- Construct spreadsheet model of existing collection system.
- Calibrate spreadsheet model of existing collection system.

Subtask 30.2 – Analysis of Infiltration and Inflow

ENGINEER, in collaboration with the OWNER's contracted flow monitoring firm will review system I/I and help identify areas of the system where I/I mitigation projects will provide the biggest value in terms of flow reduction to the WRRF. ENGINEER will evaluate temporary flow monitoring data – up to 35 temporary monitors – using OWNER's flow monitoring sub-consultant flow data records. I/I data will help determine the types of I/I (inflow, infiltration, or combined I/I) entering the system and how best to further pinpoint sources and mitigation methods.

This subtask will include the following activities:

- Review existing reports from OWNER's flow monitoring sub-consultant.
- Review existing infiltration and inflow reduction data provided by OWNER.
- Analyze data provided by OWNER's flow monitoring sub-consultant.
- Conduct coordination meetings with OWNER's flow monitoring sub-consultant.
- Evaluate system performance related to infiltration and inflow.

Task 40.0. Land Use, Population, and Flow Projections

ENGINEER will use the 2035 Comprehensive Plan data, including OWNER-provided updates, as the basis of land use and population growth in the OWNER's existing Urban Growth Boundary (UGB).

Subtask 40.1 – Land Use Data

The OWNER will provide GIS data/shapefiles of the existing and future wastewater service areas, existing and future land use data for the ENGINEER to use as a basis for developing the wastewater utility planning flows and loads.

This subtask will include the following:

- Review land use data provided by OWNER.
- Create land use maps as required.

Subtask 40.2 – Population Data and Projections

ENGINEER will use the 2035 Comprehensive Plan population projections and land use type unit per-capita wastewater contribution as the basis for future flows. ENGINEER, will also use the 2035 Comprehensive Plan data, including OWNER-provided updates as necessary, for population projections within individual sanitary sewer districts and grouped into flow monitored drainage basins inside the UGB. ENGINEER will conduct an analysis of the drainage basins for potential decentralized treatment sites and establish projections for the total treatment capacity potential of those sites. OWNER-provided GIS data for suitable soils will be used to assist in decentralized service area determination. ENGINEER will collaborate with OWNER to produce a decision matrix using soils data, land size to support decentralized system, proximity to existing or future gravity sewers, and available sewer capacity to identify areas of projected decentralized sewer service. ENGINEER and OWNER will then work jointly to project the future decentralized treatment capacity using the decision matrix. These future flows and resulting loads will be used for conveyance and treatment alternative evaluations and recommended solutions.

Future flows will be input into the model from information developed in previous subtasks. The modeled future flows will be based on land use, zoning, area, and projected population density from the 2025 Comprehensive Plan, unit per-capita wastewater contribution, and tributary area for each node (manhole) or grouped nodes in the model that is projected to receive flow. These future wastewater flows will be combined with the existing design flows to determine locations within the collection system that are inadequate to transport the peak flow demand under future build-out conditions.

Based on the results of previous subtasks ENGINEER will project flows for the planning period. These estimates will be developed for the peak daily influent conditions and shall be used for the basis of subsequent facilities planning analyses and will provide a clear foundation for the development of alternatives for the wastewater facilities plan update.

This subtask will include the following:

- Project future growth and predict future wastewater flows.
- Forecast capacities for the collection requirements.

Task 50.0 – Planning and Design Criteria***Subtask 50.1 – Evaluation of Conveyance Alternatives***

Future flows will be input into the spreadsheet model from information developed in previous tasks. The model will include all OWNER's interceptor sewers, major trunk sewers, and pumping stations that were evaluated in the previous Wastewater Facilities Plan, including any new interceptors equal to and larger than 24-inch diameter and new pumping stations discharging directly to the WRRF, and new pumping stations that collect total drainage basin flows or discharge directly to gravity main segments described above (assumed to be no more than 6), and any special structures (assumed to be no more than 2). The modeled future flows will be based on land use, zoning, area, projected population density, unit per-capita wastewater contribution, and tributary area that is projected to receive flow. These future wastewater flows will be combined with the existing design flows to determine if adequate capacity to transport the peak flow demand under future build-out conditions is available within the collection system.

This subtask will include the following:

- Identify and evaluate conveyance alternatives including pipe sizes and pumping station capacities for meeting sewer service demands in the planning area. The evaluation will include consideration of costs (capital and O&M) as well as non-cost (reliability, ease of operation, constructability, etc.) factors.
- We anticipate the following alternatives will be evaluated:
 - Gravity sewer service.
 - De-centralized sewer service.
 - Pumping stations.
- Develop a phased implementation plan for sewer service.

Subtask 50.2 – Review and Update of WRRF Effluent Reuse Options

Alternative uses of treated wastewater were evaluated in the Water Resource Integration Plan. We anticipate the following alternatives will be evaluated:

- Repurified water system expansion.

This subtask will include the following:

- ENGINEER will evaluate repurified system expansion as outlined in the WRIP.

Subtask 50.3 – Develop Project Costs, Compare, and Select Alternatives

This task will further develop the alternatives identified in the preceding subtasks and prepare budgetary cost estimates. Alternatives will be evaluated on cost and qualitative factors and the apparent best alternative(s) selected. Based on input from the OWNER, a potential project phasing scenario will be developed which identifies and documents projects based on needs-priority and funding options. A phased implementation plan will be developed and presented if appropriate.

This subtask will include the following:

- ENGINEER will provide opinions of cost comparing the viable collection system alternatives.
- ENGINEER will provide schematic drawings and opinions of cost for the repurified system expansion.

Task 60.0 – Evaluate Environmental Impacts

ENGINEER shall describe the environmental characteristics of the area. Include information about land use, future development, growth trends in the project area, and pertinent figures/maps. ENGINEER shall address the topography and hydrology of the area by describing the project area's typical landscape, surface and ground water issues (quantity, quality, and users), and ground water aquifers. The geologic description of the area will include the major geological features in the project area and the physiographical province in which the project is located. ENGINEER shall describe the physical properties of the soils by defining the general soil types of the project area and explaining their structural limitations and physical properties, when applicable. Soil maps of the area will be included.

Historical and Archeological Features of the area will be researched during the planning stage. Clearance letters from the Historical Commission and other appropriate Federal and State agencies should be provided. Items concerning Cultural Resources and Agricultural Lands will be addressed. Provisions to avoid disturbance or damages to historical or archaeological sites during construction activities, and avoidance of adverse effects to prime and/or unique agricultural land will be described.

Residential areas near the proposed location will be recognized in the planning process. Measures to avoid significantly displacing population and altering the character of existing residential neighborhoods will be discussed.

The Water Supply of the planning area will be described in detail. Ground sources of water and any possible contamination of water supply by the proposed project will be described. Location of points of water withdrawal should be researched and reported. Wild and Scenic Rivers will be avoided if at all possible, as will degradation of Fish and Wildlife habitats. Endangered Species in the area also need to be protected. The flora and fauna in the planning area (particularly downstream from the proposed discharge point), will be described including a list of endangered species in the project area. ENGINEER will identify, locate, and describe the Wetlands in the project area. ENGINEER shall minimize adverse effects during stream crossings by employing best management practices described in the facilities plan. Required permitting (such as ARAP, TVA, US Army COE, etc.) will be identified and listed, and the loan recipient should work to secure these permits. ENGINEER will address any floodplain Issues and include a floodplain map indicating project location, and indicating if the project will be subject to flooding.

ENGINEER will describe the general overall air quality of the planning area and measures taken to avoid adverse effects by the proposed project on ambient air quality. ENGINEER will describe the best management practices (BMPs) that will be employed to reduce noise, dust, odor, erosion, and sedimentation from construction activities.

ENGINEER will provide location maps of the project area, such as the one used for the Interdisciplinary Environmental Review. This map is typically a 7.5 Minute USGS Topographic Quadrangle Map with scale, north arrow, project name, and location labeled on the map.

This task will include the following activities:

- ENGINEER will provide location maps of the project areas.

- ENGINEER will evaluate environmental impacts to the project area.
- ENGINEER will evaluate minority and low-income population data provided by the OWNER.
- ENGINEER will evaluate environmental and health risks among any identified environmental justice populations that may be exacerbated by proper construction and operation of the selected alternative.

Task 70.0 – Prepare and Submit Wastewater Facilities Plan

This task consists of preparation of a stand-alone Facilities Plan Update document for submittal to the OWNER for review and approval. The document is anticipated to be organized in accordance with the Tennessee Clean Water State Revolving Fund loan program facilities plan outline as follows excluding treatment systems:

1. Summary, Conclusions, and Recommendations
 - 1.1 Statement of the Problem
 - 1.2 Summary of the Alternative Solutions Considered
 - 1.3 Recommended Solution
2. Purpose and Need
 - 2.1 Study Purpose
 - 2.2 Need for the Project
3. General Information
 - 3.1 Existing Facilities and Area Served
 - 3.2 Optimum Performance Available with the Existing Facilities/Operational Problems
 - 3.3 Existing Collection System (indicate collectors, pumping stations, force mains, and WWTPs)
 - 3.4 Potential for Serving Additional Areas
4. Infiltration and Inflow
 - 4.1 Analysis of Infiltration and Inflow
 - 4.2 Steps Being Taken to Reduce Excessive Infiltration and Inflow
5. Future Conditions
 - 5.1 Planning Period (20 years)
 - 5.2 Land Use Projections
 - 5.3 Population Forecast
6. Development of Alternatives
 - 6.1 “No Action” Alternative
 - 6.2 Minimum of Three Alternatives in Addition to the “No Action” Alternative Compared For Cost- effectiveness, Environmental Impacts, and Feasibility
 - 6.3 Chosen Alternative
7. Selected Plan Description
 - 7.1 Detailed Description of Chosen Alternative
 - 7.2 Public Involvement/Public Meeting
8. Project Costs
 - 8.1 Estimated Construction Costs and Overall Project Costs
 - 8.2 Proposed Financing
 - 8.3 Projected Operating Costs and User Charge Structure

9. Environmental Impacts
 - 9.1 Planning Area and Project Area (indicated on USGS quad map) and a Brief Project Description
 - 9.2 Project Specific Impacts
- Appendices (as required)

This task will include the following:

- ENGINEER will prepare first drafts of the Plan; separated into 4 sections.
- ENGINEER will submit first draft version electronically to OWNER.
- ENGINEER will conduct four (4) workshops to review comments with OWNER and revise first drafts as appropriate.
- ENGINEER will submit final draft version electronically and one (1) hard copy in 3-ring binder(s) to OWNER.
- ENGINEER will review comments with OWNER and revise final draft as appropriate.
- ENGINEER shall submit final version electronically to OWNER.
- ENGINEER shall submit three (3) hard copies of final version in 3-ring binder(s) to funding source, if necessary.

Task 80.0 – Public Meetings

The ENGINEER will communicate the key findings of the Wastewater Facilities Plan with the governmental bodies and public, if required by funding source, which may be affected or have comments regarding the OWNER's planning. The purpose of the communication will be to review the OWNER's preliminary ideas regarding current and future facilities and gather comments the governmental bodies and public may have.

This task will include the following activities:

- ENGINEER will prepare a PowerPoint presentation of the key findings of the Plan and the findings and recommendations will be presented for discussion at each meeting, along with appropriate handout materials.
- ENGINEER will attend one (1) Murfreesboro Water Resources Board (MWRD) meeting to present the Wastewater Facilities Plan update ~~to each governmental body.~~
- ENGINEER will attend one (1) City Council meeting to present the Wastewater Facilities Plan update.
- ENGINEER will conduct one public meeting to present the key findings and recommendations of the Plan, if required by the funding source. ENGINEER will make available one (1) hard copy of the Wastewater Facilities Plan for the meeting.
- Prior to the formal presentations, a preparation presentation will be made to MWRD staff.

Deliverables

Task 10.0 – Project Management and Initiation

The following will be provided by ENGINEER under the subtask:

- Monthly invoices submitted electronically.

- Monthly 1-page progress reports submitted electronically.
- Regulatory agency meeting minutes for 2 meetings submitted electronically to OWNER and hard copies to agency, if required.

Task 20.0 – Data Collection and General Information

The following will be provided by ENGINEER under the subtask:

- Register of data required from OWNER.

Task 30 – Evaluation of Data and Facilities

The following will be provided by ENGINEER under this subtask:

- None.

Task 40 – Land Use, Population, and Flow Projections

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of any exhibits to be used in the Plan.
- Summary table of projected population and flows by sanitary sewer district and grouped into flow monitored basins.

Task 50.0 – Planning and Design Criteria

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy Provide schematic design drawings and an opinion of cost of the chosen collection alternative.

Task 60.0 – Evaluate Environmental Impact

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of the historical and archeological resources report, if required.
- One (1) electronic copy of the cultural and natural resources report, if required.

Task 70.0 – Prepare and Submit Wastewater Facilities Plan

The following will be provided by ENGINEER under this subtask:

- One (1) electronic copy of the complete first draft of the Plan.
- One (1) electronic copy of the complete final draft of the Plan, including appendices in PDF format.
- One (1) electronic copy of the final version of the Plan
- Three (3) hard copies in 3-ring binder(s) of the final version of the Plan to the funding source, if necessary.
- Exhibits prepared for the Plan using CADD software will be provided in their raw format in addition to PDF format.

Task 80.0 – Public Meetings

The following will be provided by ENGINEER under this subtask:

- Presentation slides in PowerPoint format.
- Presentation handouts for each meeting.

Exclusions

The following services are specifically excluded from the Scope of Services:

- ~~Project initiation meeting.~~
- Surveying to confirm GIS data of collection system facilities.
- Sanitary sewage flow monitoring.
- Physical condition assessment of sewage collection system facilities.
- Computer software hydraulic modeling of sewage collection system.
- SRF related exclusions.
 - Transcript of public meeting.
- Permitting.

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: JPP Water Reallocation Study- Study Cost Sharing

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Consider cost sharing with Consolidated Utility District (CUD), City of Smyrna (COS), and City of LaVergne (COL), known as the Group, to share the costs associated with the water reallocation study.

Staff Recommendation

Approve of cost sharing in the JPP Water Reallocation Study. The Water Resources Board recommended approval of this matter at the December 9th meeting.

Background Information

Jones Fortuna (JF) has received a response from the U.S. Army Corps of Engineers (COE) requesting a "letter of intent" to initiate the contributed funds process for the study. If you remember from the previous memo in September, most reallocation studies are funded 100% by the government through the district's "operations and maintenance (O&M)" budget. Unfortunately, the O&M budget for FY26 has already closed, so the earliest a study could be initiated, using federal funds, is FY27, which begins Oct. 1, 2026.

JF has discussed using "contributed funds" to initiate the study. Ideally contributed funds would be needed only until federal money is available. Per the response from the COE, they will not notify Congress of its intent to negotiate a contributed funds agreement before receiving the letter of intent. And the COE is not allowed to "negotiate" any terms before that notice is provided. Once Congress is notified the process is expected to take from six months to a year. Once the study begins, the COE guidelines call for studies of this type to be completed within three years.

The original estimate for the study was \$1.3M, but the COE response noted the cost is now \$2.0M. MWRD was requested to contribute funds at 20% toward the Legal representation by JF at a cost of \$108,000, but this did not include any costs associated with the study.

The COE stated they have already requested federal funds for this reallocation study for FY28 – but cautioned that two other reallocations (Center Hill and Laurel) were denied for FY26 and FY27, so there's no assurance funds will become available even then.

It has been determined that MWRD's water plant does not need additional water; however, participating in the study to ensure the City's best interests are maintained warrants being involved throughout the water allocation assessment.

The cost sharing, of the study is proposed at: CUD 55%, Murfreesboro 10%, Smyrna 20%, and LaVergne 15%.

Council Priorities Served

Improve economic development

Partnering with the Group on the reallocation will keep the City informed and will also assist the City in ensuring CUD is afforded the storage needed to serve City of Murfreesboro customers within CUD service area as well as making sure that the City's allocation is not reduced.

Fiscal Impact

At 10%, MWRD's share of the funds contributed to the study would be \$200,000.

Attachments

1. COE Request for Letter of Intent
2. Draft Letter of Intent



REPLY TO
ATTENTION OF

Project Planning Branch

DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
110 NINTH AVENUE SOUTH, ROOM A405
NASHVILLE TN 37202-1070

November 13, 2025

Mr. Lewis B. Jones
Jones Fortuna LP
111 New Street, Suite A
Decatur, GA 30030

Dear Mr. Jones:

The Nashville District is initiating the process for Committee Notifications for contributed funds. Part of the package for the acceptance of contributed funds is a letter from each contributor stating the total amount to be contributed (\$2,000,000), each contributor understanding that no repayment or credit of contributed funds is authorized, and each contributor understanding that acceptance of such funds will not constitute or imply any commitment to budget or appropriate funds for the project in the future. The estimated cost of \$2,000,000 is due to there being four sponsors and a seasonal reallocation alternative.

If any of the contributors are a recognized nonprofit entity, USACE will also need a letter from the affected local government documenting its consent of the contributor providing funds for use on the study.

We look forward to working with you in the future. If you have any questions, please contact Bradley Klingsheim, Water Supply Program Manager, at Bradley.J.Klingsheim@usace.army.mil or 615-736-2190.

Sincerely,

**Valerie J.
McCormack**

Digitally signed by Valerie
J. McCormack
Date: 2025.11.13 13:05:24
-06'00'

Valerie J. McCormack, PhD
Chief, Project Planning Branch



Jones Fortuna LP
111 New Street, Suite A
Decatur, GA 30030
404-282-4725

Lewis B. Jones
D: 404.850.6138
M: 404.862.3234 (preferred)
lbjones@jonesfortuna.com

December 3, 2025

VIA EMAIL TO: Valerie.J.McCormack@usace.army.mil

Valerie McCormack, Ph.D.
Chief, Project Planning Branch
U.S. Army Corps of Engineers, Nashville District
110 9th Avenue South, Room A405
Nashville, TN 37202

Re: Letter of Intent to Initiate Contributed Funds Agreement; J. Percy Priest Water Supply Reallocation Study

Dear Dr. McCormick:

On behalf of the Consolidated Utility District of Rutherford County, the City of La Vergne, the City of Murfreesboro, and the Town of Smyrna (the "Water Providers"), I am writing to confirm the Water Providers' intent to participate in a contributed funds agreement for the forthcoming water supply reallocation study at J. Percy Priest Reservoir. Pursuant to the contributed funds program, the Water Providers understand and acknowledge that the total amount to be contributed for this reallocation study is \$2,000,000; that no repayment or credit of contributed funds is authorized; and that acceptance of such funds by the Army Corps of Engineers will not constitute or imply any commitment to budget or appropriate funds for the project in the future.

Please be advised the Water Providers intend to seek an appropriation to cover the cost of this reallocation study, and to use contributed funds only until such an appropriation can be secured. We understand this possibility will need to be negotiated as part of any contributed funds agreement. The Water Providers also understand they will be responsible for the full amount if an appropriation cannot be secured.

Please let me know if anything else is needed to initiate this process and begin negotiating a contributed funds agreement. We look forward to working with you.

Best Regards,

A handwritten signature in blue ink that reads 'Lewis B. Jones'.

Lewis B. Jones
JONES FORTUNA LP

Letter of Intent to Initiate Contributed Funds
Agreement

December XX, 2025

Page 2 of 2

cc: Roger Goodson, Consolidated Utility of Rutherford County
Kyle Brown, City of La Vergne
Valerie Smith, City of Murfreesboro
Mike Strange, Town of Smyrna

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: Program Policy and Procedures Updates
Department: Community Development
Presented by: Jessica Cline, Assistant Director of Community Development
Requested Council Action:

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

Summary

Consider updates to the Homeowner Rehabilitation and Affordable Housing Assistance Program Policies and Procedures.

Staff Recommendation

Adopt changes to the program policies and procedures.

Background Information

The Community Development Homeowner Rehabilitation and Affordable Housing Assistance Program Policies and Procedures were last updated in 2017. The updated policies reflect the change in the housing market and aligns with the policies and procedures of the City's Purchasing Department.

The policies and procedures include procedural changes and maximum loan amounts under the Affordable Housing Assistance Program, along with updates to the compliance period for the loans. Additionally, the Homeowner Rehabilitation program policy change aligns Community Development's policies with that of the Purchasing Department.

The policies continue to align with the goals and objectives of the Community Development Department and The Department of Housing and Urban Development regulations.

Council Priorities Served

Establish strong City brand

These policy changes prioritize the accessibility of affordable housing

Fiscal Impact

None

Attachments

Policy Updates PowerPoint



CITY OF MURFREESBORO COMMUNITY DEVELOPMENT CDBG POLICY CHANGES

Liens

Current Policy Lien Terms

- Tree Removal 1-year
- Homeowner Rehab 5-year
- Affordable Housing Assistance lifetime

New Policy Terms for All Programs

- Up to \$14,999 5-year
- \$15,000 to \$40,000 10-year
- Over \$40,000 15-year

*Liens are **NOT** required by HUD for these activities*

Liens Background –

The Community Development policies and procedures manual requires that we record a lien on any property in which federal funds are used for affordable housing assistance, rehabilitation, or tree removal.

The affordable housing assistance and homeowner rehabilitation programs are to assist families with the purchase of a home or to ensure a family's home remains habitable. Most liens require a portion or all of the funds to be repaid should the home sell or have a change in ownership during the compliance period. We currently have 157 active liens that require annual monitoring. Liens are not required by HUD for the activities under this program, as the purpose of the funds is to create safe and suitable living environments for low-moderate income households.

Liens Compliance Period and proposed Changes –

Our current policy requires a 1-year lien for all tree removals, 5-year lien for a homeowner rehabilitation project, and a lifetime lien for affordable housing assistance. The lien terms are not based on the value of assistance provided, therefore a rehabilitation of \$80,000 would be forgiven at 5 years, while a \$10,000 downpayment would require a lifetime lien.

The new compliance period policy will apply across all programs requiring a lien term to be

based on the level of funding received. All projects up to \$14,999 would require a 5-year lien, \$15,000 to \$40,000 would require a 10-year lien, and any projects over \$40,000 would require a 15-year lien. All other compliance period terms would remain the same. We reviewed the lien requirements across several other jurisdictions, and a tiered approach was the most common. HUD does not require a lien for this use of CDBG funds; however, it is left up to the jurisdiction whether a lien is required. The lien is a valuable tool to ensure the funds are being used to meet the programs' goals.

Policy Changes: Lifetime Liens

Current Affordable Housing Assistance Liens

- 90 Lifetime liens
- Maximum lien amount \$10,000
- Due upon sale or change in ownership

Proposed Changes

- Release liens that are 20 years or older.
- 11 liens totaling \$34,000 would be released immediately
- Remaining would be released over the next 19 years

Policy Changes: Lifetime Liens –

Our current policy requires a lifetime deferred loan on all affordable housing assistance activities. While the liens are a tool to ensure that the funds are being used to meet the program goals and objectives, they are not required by HUD for this program. Each Participating Jurisdiction can set their own requirement. We currently have 95 lifetime liens with a maximum amount of \$10,000. The total amount in liens is currently \$640,000.

We would like to forgive all lifetime liens that are 20 years or older. We would continue to do so annually until all lifetime liens are forgiven.

This would mean 11 liens totaling \$34,000 which would be forgiven immediately. Over the next 19 years the remaining 75 would be forgiven.

Homeowner Rehabilitation

Current Policy

- Contracts over \$25,000 need council approval

Proposed Policy

- Adjusted to follow purchasing policies

Homeowner Rehabilitation: Current Policy and Proposed Changes -

Our current rehab policy requires contracts over \$25,000 to be approved by council. This policy has been in place for many years and no longer meets the policies and procedures of the purchasing department. The new policy will meet the purchasing department's policies and procedures, which currently require contracts over \$50,000 to be approved by city council.

Affordable Housing Assistance

Current Policy

- Maximum level of assistance \$10,000
- Affordable Housing Assistance applicants need council approval

New Policy

- Maximum level of assistance \$50,000
- Affordable Housing Assistance be approved by City Manager

Median Home Value: \$435,442
Median Household Income: \$82,588

5

Approval Process:

Community Development staff is working hard to get the word out to banks & realtors about our Affordable Housing Assistance Program. After nearly five years we are seeing an increase in interest in the program outside of our partnership with Habitat for Humanity. Often times, the \$10,000 in assistance is still not enough to bridge the gap to affordable homeownership for our low- to moderate-income community.

The new policy will increase the maximum assistance up to \$50,000. This would be provided based on need using a preexisting calculator to determine the level of need for the homebuyer. Eligible applicants would be awarded funds up to \$50,000 based on the need to bring the approved mortgage as close to HUD's affordable standard as possible.

The process begins with an application and ensuring each applicant meets the eligibility requirements of the program. We work with the lender to ensure approval of their first mortgage and staying within the terms of our program. If the home was built in 1978 or prior, we are required to test for lead-based paint hazards. This process can take 2-8+ weeks depending on whether a LBP hazard is identified. Our policy also requires affordable housing assistance be presented to council for approval prior to closing.

Due to the processing time of applications, LBP testing and possible mitigation, and council

approval, we are struggling to meet the lenders' timeline for closing.

Changes to approval process:

During the Annual Action Plan approval process, Council approves a budget for the affordable housing assistance program. The funds under this activity can only be used for affordable housing assistance unless the action plan is amended and approved by council. This is the same for all rehab and tree removal projects. The new policy will allow future affordable housing assistance to be approved by the city manager to speed up the process. We will continue to update council through our dashboard and can provide updates via council communication format so that council remains aware of how many families we are assisting and how much funding is being provided.

How Will Assistance Be Calculated

| | Household A | Household B |
|------------------------------------------------------|-------------------------------|-------------------------------|
| Family size | 3 | 2 |
| | Max Household Income \$82,700 | Max Household Income \$73,500 |
| Family income | Actual \$67,214 | Actual \$73,500 |
| 30% Income or maximum monthly payment | \$1,680 | \$1,838 |
| Home sell price | \$319,900 | \$334,900 |
| Buyers' minimum 1% downpayment | \$3,200 | \$3,349 |
| Closings costs | \$11,750 | \$13,396 |
| Total costs | \$328,450 | \$344,947 |
| Monthly mortgage incl taxes & insurance | \$2,447 | \$2,580 |
| Assistance needed to stay below 38% total debt ratio | \$50,000 | \$45,000 |
| Monthly payment | \$2,129 | \$2,338 |

How is the assistance calculated:

The examples in the table demonstrate two possible scenarios using affordable housing assistance. While our policy states that the mortgage payments cannot exceed 45% of the household income, HUD's determination of affordability is no more than 30% of the household income. By increasing the maximum level of assistance, we will be able to help bridge the gap between current mortgage payments for our low- and moderate-income applicants. While we may not be able to get to the desired 30% our goal is to bring mortgage payments as close as possible to the 30% affordability. In the table, you can see that household A would need to receive the full \$50,000 in assistance to bring their mortgage payment to 38%, whereas Household B would need \$45,000. Not every applicant will receive the full \$50,000. It will be based on a preexisting tool to determine the maximum amount necessary to bring the monthly mortgage payment closer to affordable terms.

Questions

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: City-owned Medical Center Pkwy Review of Purchase and Sale Agreement

Department: Administration

Presented by: Darren Gore

Summary

Review a draft purchase and sale agreement for 8.62 acres of a 20.13 acre city-owned tract on Medical Center Parkway for a 36,000± square foot facility, including event venue, office space and a restaurant.

Background Information

On September 23, 2025 Mr. Shawn Hackinson, the owner of The Alley on Main, and Brian Berryman met with city staff to discuss the opportunity to purchase some of the city-owned property off Medical Center Parkway across from The Fountains development.

Mr. Hackinson provided a basic terms proposal with the following components:

- 8.62 acres at a purchase Price of \$6/sq foot
- 6 month due diligence
- 36,000 sq feet total space with 125 employees
- Anticipated \$5.5 million in revenue

Mr. Hackinson relayed his experience in recognizing Rutherford County's growing demand for large-scale event space, particularly for weddings, conferences, and community gatherings.

Currently, there are only two facilities in the county capable of accommodating 500 guests, which severely limits availability for such events. As a result, many weddings are being scheduled on less traditional days like Thursdays, Fridays, and Sundays—not by choice, but out of necessity due to the lack of space. This shortage not only impacts local couples and families but also presents missed opportunities for local vendors and service providers who could benefit from an increase in weekend events.

Additionally, while Murfreesboro has sufficient capacity to support large conferences with hotels, it lacks the event venues necessary to actually host them. This gap forces organizations to look outside the county for appropriate space, leading to lost economic opportunities for the local area.

Creating a new 500-person capacity event facility would not only meet the growing needs of residents and businesses but also position Rutherford County as a more competitive destination for regional events and tourism.

The total 20-yr economic impact associated with property tax, sales tax, and job creation has been assessed at \$11,955,000 with \$6,460,000 coming to the City when including the one-time revenue associated with the sale of the property.

Council Priorities Served

Improve economic development

Providing sufficient capacity to host 500-750 person events, such as large weddings and conferences, will prompt additional hotel development and support the existing hotel occupancy around the Medical Center Parkway area.

Establish strong City brand

Demonstrating to the region that Murfreesboro can host larger capacity events demonstrates the city's commitment to being competitive in garnering larger regional events to our community.

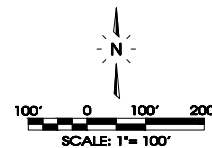
Fiscal Impact

The economic impact summary associated with the proposed 36,000 square feet event venue, office space and restaurant is summarized in the table below.

| Revenue Source | One-Time | Annual | 20-yr |
|-------------------------------------|--------------------|------------------|---------------------|
| One-time Property Sale Revenue | \$2,252,923 | \$0 | \$2,252,923 |
| Impact Fees | \$143,904 | \$0 | \$143,904 |
| Property Tax Revenue | \$0 | \$226,875 | \$4,510,761 |
| Venue Sales Tax Revenue | \$0 | \$151,250 | \$3,025,000 |
| Job Creation Sales Tax Revenue | \$0 | \$103,125 | \$2,062,500 |
| TOTAL | \$2,396,827 | \$481,250 | \$11,995,088 |
| TOTAL Impact to City Revenue | \$2,396,827 | \$203,138 | \$6,459,579 |

Attachments

1. DRAFT Site Plan Exhibit of Event Venue
2. Economic Impact Assessment
3. DRAFT Purchase and Sale Agreement with Hackberry 5 Properties



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| <div style="display: flex; justify-content: space-between;"> <div> <p>Medical Center Parkway & Gateway Blvd.</p> <p>Master Plan</p> <p>C0.2</p> </div> <div> <p>REVISIONS</p> <table> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>10-14-2024</td> <td>1" = 100'</td> </tr> </table> </div> </div> | NO. | DATE | DESCRIPTION | 1 | 10-14-2024 | 1" = 100' | <div style="display: flex; justify-content: space-between;"> <div> <p>Medical Center Parkway & Gateway Blvd.</p> <p>Master Plan</p> <p>C0.2</p> </div> <div> <p>REVISIONS</p> <table> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>10-14-2024</td> <td>1" = 100'</td> </tr> </table> </div> </div> | NO. | DATE | DESCRIPTION | 1 | 10-14-2024 | 1" = 100' |
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| NO. | DATE | DESCRIPTION | | | | | | | | | | | |
| 1 | 10-14-2024 | 1" = 100' | | | | | | | | | | | |

Economic Impact Assessment

Acreage

8.62

ANNUAL

20-YRS

Proceeds from Land Sale

| | |
|-----------------------------------|--------------------|
| Sale Price (\$6.00 per s.f.) | \$2,252,923 |
| Property Sales Revenue (One Time) | \$2,252,923 |

Property Tax Estimate

| | | |
|------------------------------------------|------------------|--------------------|
| Improved Value (36,000 s.f. venue) | \$10,800,000 | |
| Improved Value (700 Parking) | \$3,500,000 | |
| Land Cost (\$15.00 per s.f.) | \$5,632,308 | |
| Total Improved Value | \$19,932,308 | |
| Assessed Value (40%) | \$7,972,923 | |
| County Property Tax @ \$1.8762 per \$100 | \$149,588 | \$2,991,760 |
| City Property Tax @ \$.9526 per \$100 | \$75,950 | \$1,519,001 |

Sales Tax Estimate

| | | |
|-------------------------------|------------------|--------------------|
| Annual Sales Revenue | \$5,500,000 | |
| Sales Tax Rate | 2.75% | |
| Estimated Sales Tax Revenue | \$151,250 | \$3,025,000 |
| Sales Tax Revenue to the City | \$75,625 | \$1,512,500 |

Job Creation & Sales Tax Estimate

| | | |
|-------------------------------|------------------|--------------------|
| Direct Jobs | 125 | |
| Avg. Wage | \$50,000 | |
| Direct Wages | \$6,250,000 | |
| Indirect/Induced Wage Factor | 1.6 | |
| Indirect/Induced Jobs | 75 | |
| Income Multiplier | 1.5 | |
| Indirect/Induced Wages | \$3,125,000 | |
| TOTAL ESTIMATED WAGES | \$9,375,000 | |
| Disposable Income Factor | 0.4 | |
| Estimated Disposable Income | \$3,750,000 | |
| Sales Tax Rate | 2.75% | |
| Estimated Sales Tax Revenue | \$103,125 | \$2,062,500 |
| Sales Tax Revenue to the City | \$51,563 | \$1,031,250 |

ANNUAL

20-YRS

ESTIMATED TOTAL

| | |
|------------------|--------------------|
| \$403,963 | \$8,079,260 |
| \$203,138 | \$4,062,751 |

Impact Fee Revenue

| | Dec 21 - Dec 22 | Fee | Total |
|---------------------------|-----------------|---------|----------------|
| Land Use | Units | Max Fee | Total |
| SFD/Townhomes (per unit) | | 10,952 | - |
| Multi Family (per unit) | | 7,624 | - |
| Retail (per 1,000 sf) | 24,000 | 5,030 | 120,720 |
| Office (per 1,000 sf) | 12,000 | 1,932 | 23,184 |
| Public (per 1,000 sf) | | 3,872 | - |
| Industrial (per 1,000 sf) | | 984 | - |
| Total | | | 143,904 |

Fee Allocation

| Roads | | | |
|------------------------|--------|---------|--------|
| Land Use | Units | Max Fee | Total |
| Single-family Detached | - | 2,395 | - |
| Multi-Family | - | 1,857 | - |
| Retail/Commercial | 24,000 | 3,321 | 79,704 |
| Office | 12,000 | 1,264 | 15,168 |
| Public/Institutional | - | 2,533 | - |
| Industrial | - | 644 | - |
| Subtotal | | | 94,872 |

| Parks | | | |
|------------------------|---|-------|---|
| Single-family Detached | - | 3,881 | - |
| Multi-Family | - | 2,857 | - |
| Subtotal | | | - |

| Public Safety | | | |
|------------------------|--------|-------|--------|
| Single-family Detached | - | 1,230 | - |
| Multi-Family | - | 906 | - |
| Retail/Commercial | 24,000 | 1,709 | 41,016 |
| Office | 12,000 | 668 | 8,016 |
| Public/Institutional | - | 1339 | - |
| Industrial | - | 340 | - |
| Subtotal | | | 49,032 |

| Schools | | | |
|------------------------|---|-------|---|
| Single-family Detached | - | 3,446 | - |
| Multi-Family | - | 2,004 | - |
| | | | - |

Total 143,904

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered into as of the _____ day of _____ 2025 (“Effective Date”) by and between the CITY OF MURFREESBORO, TENNESSEE, a municipal corporation (“City”), and Hackberry 5 Properties (“Developer”). The City and Developer are sometimes referred to as a “Party” or collectively as the “Parties.”

WHEREAS, the City owns certain real estate that is located south of Medical Center Parkway, east of Gateway Boulevard, and north of the West Fork Stones River, in the City of Murfreesboro, Rutherford County, Tennessee, containing approximately 8.62+/- acres of unimproved real property, and being a portion of Tax Parcel 091H-B-005.00, as more particularly described on Exhibit A and substantially as shown on Exhibit B, each exhibit being attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Developer wishes to construct a three-story, 32,000+/- square foot building on the Property for the purpose of operating a restaurant and event venue spaces within such building, with a combined capacity in excess of 750 restaurant and event guests (the “Event Venue”); and

WHEREAS, there are currently only two facilities within Rutherford County capable of accommodating upwards of 500 guests for weddings, conferences, and similar events; and

WHEREAS, in consideration of Developer’s construction of the Event Venue and the economic opportunities it will bring to Murfreesboro and Rutherford County, the City is willing to sell Developer the Property at a price of Six Dollars (\$6.00) per square foot.

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

1. INCORPORATION OF RECITALS; RELATION TO DEVELOPMENT AGREEMENT

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

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

2. SURVEY AND PLAT; ENVIRONMENTAL ASSESSMENT

A. Developer has caused an ALTA Survey, dated _____, labeled _____ (herein referred to as the “Original Survey”), of the Property to be made by _____, to determine the true and accurate boundary lines and legal description and square feet of the Property. Developer shall promptly advise the City in writing of any objections to any matters raised by the Survey. If all such objections are not

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resolved to the satisfaction of Developer prior to the Closing Date, Developer may terminate this Agreement upon written notice to the City, and each party shall be released for the terms and provisions hereof.

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

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

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

3. CONVEYANCE; TITLE COMMITMENT

A. In consideration of the covenants contained herein, and other good and valuable mutual considerations, the receipt and sufficiency of which are hereby irrevocably acknowledged and confirmed, City agrees to sell and convey and Developer agrees to purchase the Property, together with all appurtenances, rights, privileges, easements, and hereditaments belonging thereto.

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

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

4. CONSIDERATION

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

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A. Developer shall pay the amount of Two Million Two Hundred Fifty-Two Thousand Nine Hundred Twenty-Three and 20/100 Dollars (\$2,252,923.20) ("Purchase Price") in immediately available funds to the City for the Property at Closing; and

C. Developer shall design and construct the building, structures, and other improvements on the Property as set forth in Exhibit C, attached hereto and incorporated herein by reference ("Improvements"). This covenant shall survive the Closing.

5. CLOSING

A. The closing ("Closing") of the conveyance of the Property shall be held on a date after the Developer and City each have confirmed that the conditions to their obligations to close have been satisfied, as respectively set forth in Sections 9 and 10 of this Agreement, which date shall be selected by the Developer on not less than thirty (30) day's prior written notice to the Seller, or such earlier date as may be mutually agreed upon by the parties. This date, together with any extensions thereof, shall be referred to as the "Closing Date," which Closing Date shall occur no later than December 31, 2026, subject for a day-for-day extension due to an event of Force Majeure, as defined in Section 20 of this Agreement. The Closing shall be held in the offices of the City Attorney for the City of Murfreesboro at 111 West Vine Street, Murfreesboro, Tennessee, or such other location as shall be mutually agreed upon by City and Developer. On the Closing Date all papers legally required to carry out the terms of this Agreement with respect to the Property shall be executed and delivered.

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

6. CONVEYANCE DOCUMENTS

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

A. City shall execute and deliver to Developer a good and valid Special Warranty Deed in form and substance reasonably acceptable to the City and to Developer, conveying to Developer good and marketable fee simple title to the Property, without exceptions except as such exceptions may be approved by Developer, and retaining the City's right to repurchase the Property as recited in Section 15 of this Agreement. If Developer does not approve the exceptions, its sole remedy shall be to terminate this Agreement.

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

7. CLOSING COSTS

A. City shall be responsible for the payment of: (1) all fees, costs and expenses incurred by City in connection with or relating to City's performing and satisfying all terms, conditions and provisions hereof to be performed or satisfied by City, except as specified herein; and (2) City's attorneys' fees for the Closing.

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

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

8. REAL ESTATE COMMISSIONS AND FEES

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

9. CONDITIONS TO DEVELOPER'S OBLIGATION TO CLOSE

A. The obligation of Developer to close the acquisition of the Property from the City is subject to the following conditions precedent:

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

2. On or before the Closing Date, PUD Zoning for the Property shall have received all necessary and final approvals from the Murfreesboro Planning Commission and the Murfreesboro City Council;

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

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precedent shall not be affected by City's imposition of any special taxing district or agreement which does not increase the amount of tax to be paid by Developer or subsequent owners or tenants of the Property;

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

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

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

B. If Developer is unable to confirm the satisfaction of any of the foregoing conditions, and does not elect to waive the same, Developer may terminate this Agreement.

10. CONDITIONS TO CITY'S OBLIGATION TO CLOSE

A. The obligation of City to close the acquisition of the Property by the Developer is subject to the following conditions precedent:

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

2. On or before the Closing Date, PUD Zoning for the Property, shall have received all necessary and final approvals from the Murfreesboro Planning Commission and the Murfreesboro City Council;

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

4. Acceptance by Murfreesboro's City Manager of reasonable adequate assurances from the Developer, the acceptance of which the City Manager will not unreasonably withhold, that Developer has sufficient financial commitments to complete all of the Improvements; and

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

B. If the City is unable to confirm the satisfaction of any of the following conditions, and does not elect to waive the same, the City may terminate this Agreement.

11. COVENANTS, REPRESENTATIONS AND WARRANTIES OF CITY

City covenants, represents, and warrants to Developer that:

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

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

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

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

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

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

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

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

I. City agrees that the truthfulness of each of the foregoing representations and warranties in all material respects, as of the Effective Date and as of the Closing date, is a condition precedent (*i.e.*, a Closing Condition) to the performance by Developer of its obligations under this Agreement. If any of the foregoing representations and warranties are not true when made in all material respects, or if any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event that is within the reasonable control of City, Developer may consider such misrepresentation to be a default under this Agreement, entitling Developer to pursue the

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remedies set forth in Section 13. If any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event beyond the reasonable control of City, then Developer shall not be entitled to consider the untruth of the representation or warranty as an event of default under this Agreement, but instead Developer may, at its election and as its sole remedy, terminate this Agreement by delivery of written notice to City, and thereafter this Agreement shall be null and void and neither party shall have any further obligations or liabilities hereunder, except for the those that expressly survive termination. The representations and warranties of City set forth in this Section 11 shall survive the Closing for a period of six (6) months.

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

12. COVENANTS, REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer covenants, represents, and warrants to City that:

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

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

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

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

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

F. The covenants, warranties and provisions set forth in the foregoing provisions are clearly intended to survive the closing as provided in this Section 12(F), shall not merge into the documentation from this transaction, and shall survive the closing of this transaction and shall survive until substantial completion of the Project as defined in the Development Agreement. Developer shall notify City of any material change which occurs in or pertaining to the foregoing warranties and representations from the date hereof through the Closing Dates.

13. DEFAULT PRIOR TO CLOSING

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

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

B. Postpone closing hereunder for thirty (30) days, or such longer period of time as the non-breaching party may designate (not to exceed 90 days unless further extended by mutual agreement), during which time any such breach, default or failure shall be cured by the breaching party and if not then cured, the non-breaching party may elect either Section 13.A. above or terminate this Agreement. If Developer elects to terminate, City and Developer shall be released from further liability to each other under this Agreement.

14. CONDEMNATION

A. If on or before the Closing Date a Substantial Portion, as hereinafter defined, of the Property becomes the subject of a pending or threatened condemnation or similar proceeding or is taken through any power of eminent domain, this Agreement shall be null and void, and

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City and Developer shall be released from further liability to each other under this Agreement. The term “Substantial Portion” shall mean a portion of the Property which will render the Property unsuitable for development as intended by Developer under the Development Agreement, if taken by a governmental entity and dedicated to the public use that is the basis for such taking.

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

15. CITY’S RIGHT TO REPURCHASE

A. The City shall have the right, but not the obligation, to repurchase the Property for the Purchase Price, as defined herein in Section 4.A, in the event:

1. Developer fails to commence site work on the Property within ninety (90) days following the Closing Date; or
2. Developer fails to commence vertical construction of the Event Venue structure on the Property within one (1) year following the Closing Date; or
3. Developer commences vertical construction of the Event Venue but subsequently ceases such construction activities without completing the Event Venue for more than one hundred eighty (180) days.

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

C. If the City desires to exercise any of its repurchase and purchase rights under this Section, the City shall provide Developer with written notice of exercise delivered to Developer as provided in Section 21. Developer shall have thirty (30) days from the date of receipt of such written notice of exercise to cure the event that gave rise to the right of exercise, and if Developer cures such event within the thirty (30) day period, the City’s notice of exercise shall be null and void. If Developer does not cure the event, the closing of such sale shall occur within sixty (60) days from the date of receipt of such written notice of exercise by special warranty deed.

16. APPLICABLE LAW

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

17. TIME

Time is of the essence of this Agreement. Should the day for performing any act hereunder fall on a Saturday, Sunday or legal holiday, performance of the act on the next business day shall be timely. In the event an event of Force Majeure, as defined in Section 20 of this Agreement, impacts City's or Developer's ability to timely perform an element of this Agreement, each agrees it shall consider a reasonable extension of the time for such performance.

18. REPRESENTATION BY COUNSEL

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

19. NOTICES TO CITY AND DEVELOPER

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

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

CITY

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

WITH A COPY TO

City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

DEVELOPER

WITH A COPY TO

20. FORCE MAJEURE.

“Force Majeure” means any of the following that prohibits, delays or materially interferes with the Closing, the development or construction of the Improvements, or any material portion thereof: strikes; lock-outs; acts of the public enemy; the enactment, imposition or modification of any applicable law which occurs after the Effective Date and precludes performance under this Agreement; confiscation or seizure by any government or public authority; wars or war-like action (whether actual and pending or expected, and whether de jure or de facto); blockades; insurrections; riots; civil disturbances; governmental restrictions; epidemics; pandemics; landslides; earthquakes; fires; hurricanes; floods; wash-outs; explosions; failure of major equipment or machinery critical to the development or construction of the Project for their respective intended purposes; nuclear reaction or radiation; radioactive contamination; or any other cause, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of the party claiming the right to delay or postpone performance on account of such occurrence, but specifically excluding any financial condition, lack of funds, lack of financing, insolvency, or bankruptcy of such party. Failure in performance by any party hereunder shall not be deemed a Default by Developer or a default by the City, and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein, when such failure or non-occurrence is due to Force Majeure. An extension of time for the performance by any party hereunder attributable to Force Majeure shall be limited to the period of delay due to such Force Majeure, which period shall be deemed to commence from the time of the commencement of the Force Majeure. Notwithstanding the foregoing, however, no Force Majeure shall excuse the Developer or the City from timely paying any money as provided in this Agreement.

21. EFFECTIVE DATE

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

<SIGNATURES ON THE FOLLOWING PAGE>

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

CITY OF MURFREESBORO

HACKBERRY 5 PROPERTIES

By: _____
Shane McFarland, Mayor

By: _____
Shawn Hackinson, [TITLE]

Date: _____

Date: _____

ATTEST:

Erin Tucker, City Recorder

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Recommended by the Murfreesboro Gateway Commission: _____, 2026

Approved by Murfreesboro Planning Commission: _____, 2026

Approved by Murfreesboro City Council: _____, 2026

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Exhibit A
Property Description

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Exhibit B
Property Map/Site Plan

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Exhibit C

Building, Structures, and Other Improvements to Be Constructed on Property

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

Item Title: October 2025 Dashboard
Department: Finance
Presented by: Erin Tucker, CFO/City Recorder

Summary

October 2025 Dashboard packet

Background Information

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

None

Attachments:

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

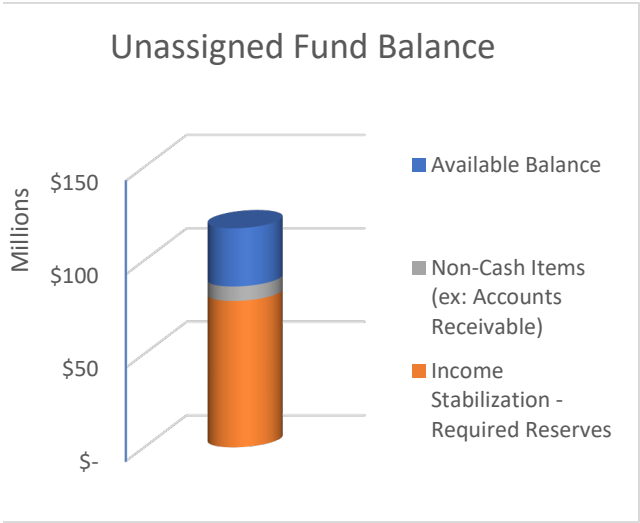
OCTOBER 2025 DASHBOARD

FUND BALANCE

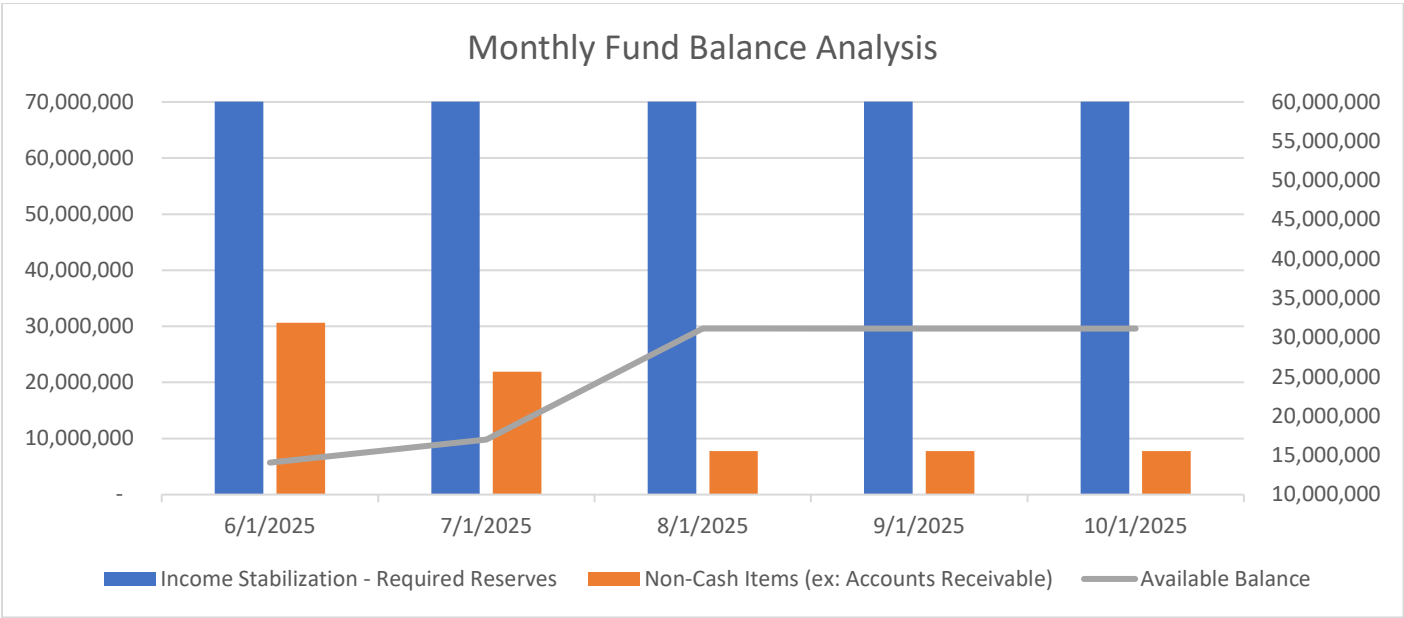
The City’s Fund Balance policy requires a reserve of 15-30% of General Fund revenues. This reserve is maintained in the Unassigned Fund Balance within General Fund. Other components of this account include non-spendable assets, including Accounts Receivable. The remaining funds are available for use,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

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

| | Unassigned Fund Balance |
|------------------------------------------|-------------------------|
| | 10/31/2025 |
| Available Balance | 31,142,108 |
| Non-Cash Items (ex: Accounts Receivable) | 7,767,355 |
| Income Stabilization - Required Reserves | 78,300,000 |
| | 117,209,463 |



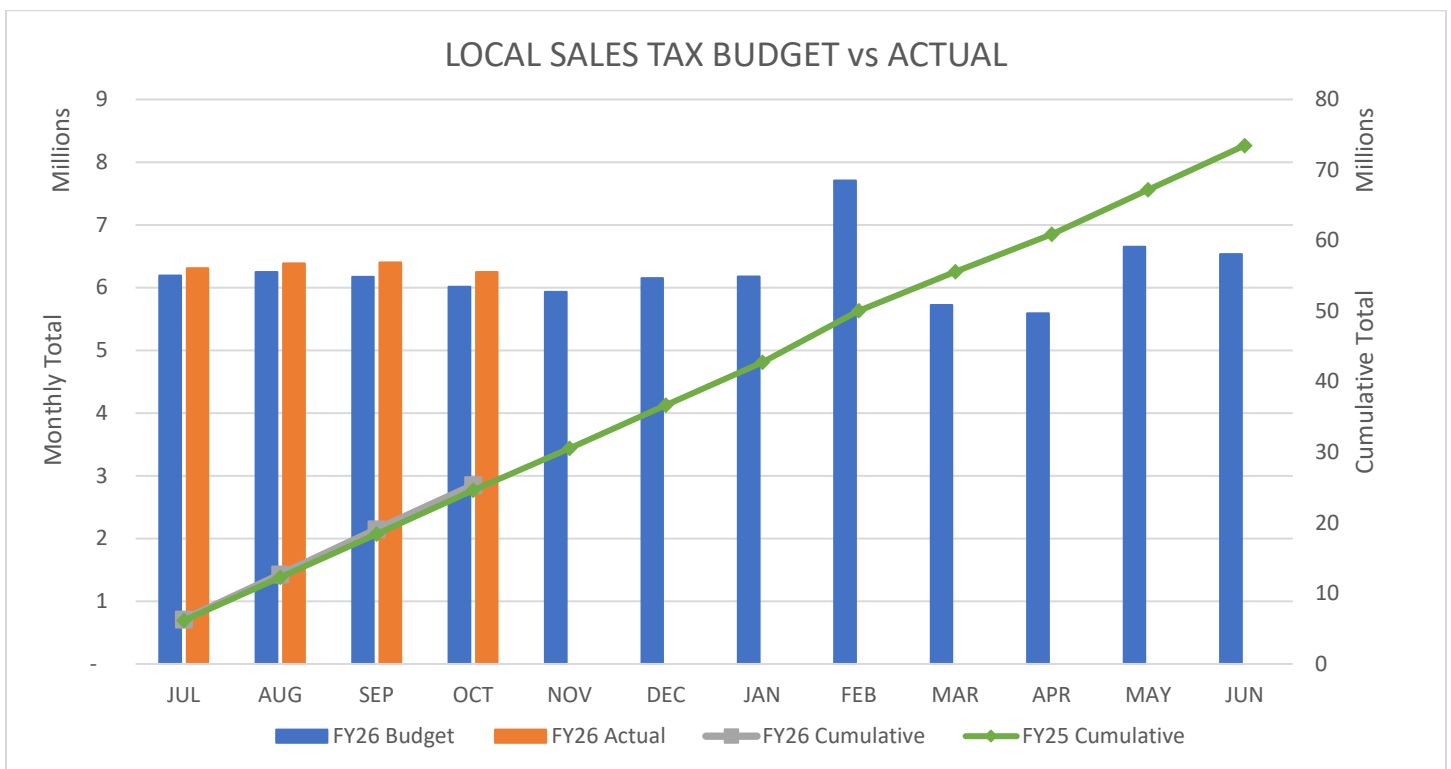
The chart below displays the changes in use of Unassigned Fund Balance by month.



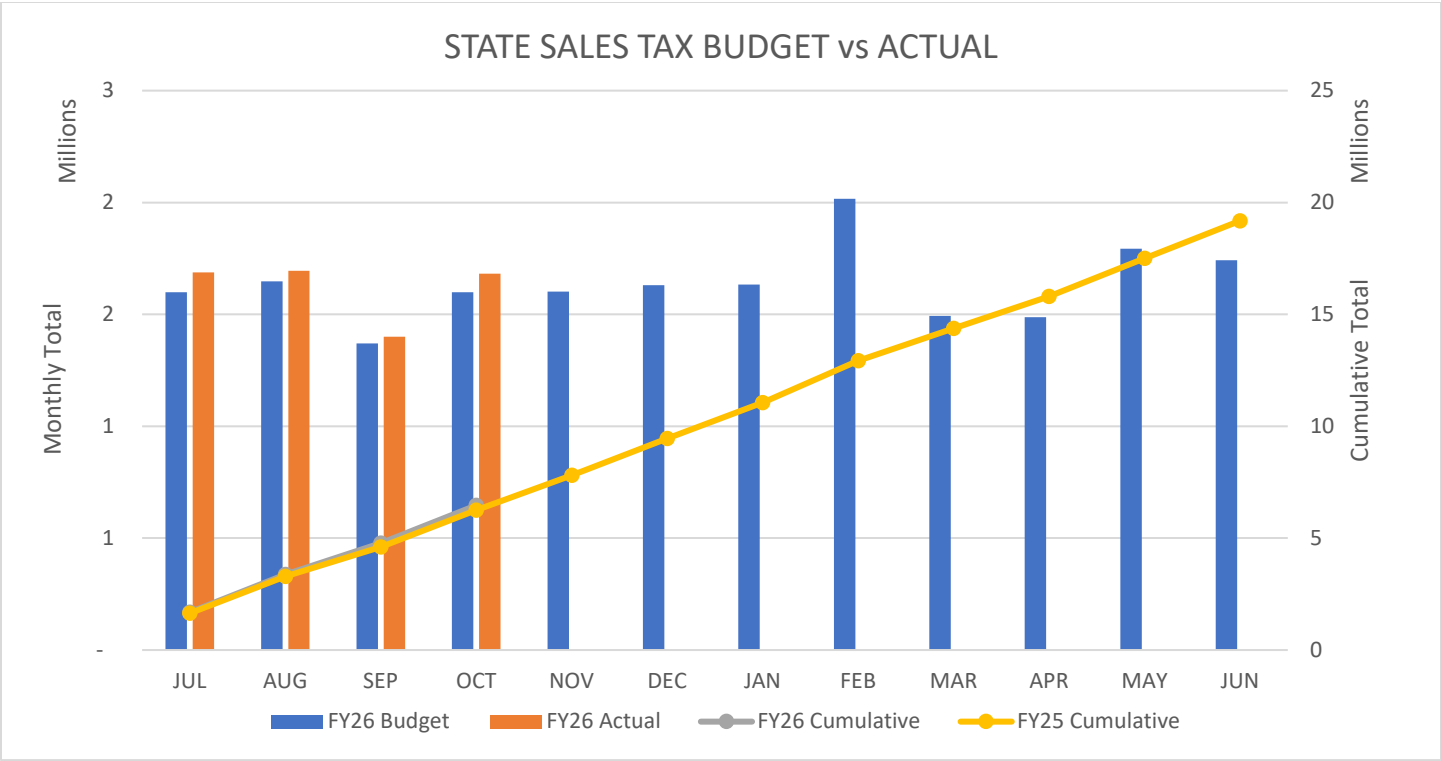
REVENUES



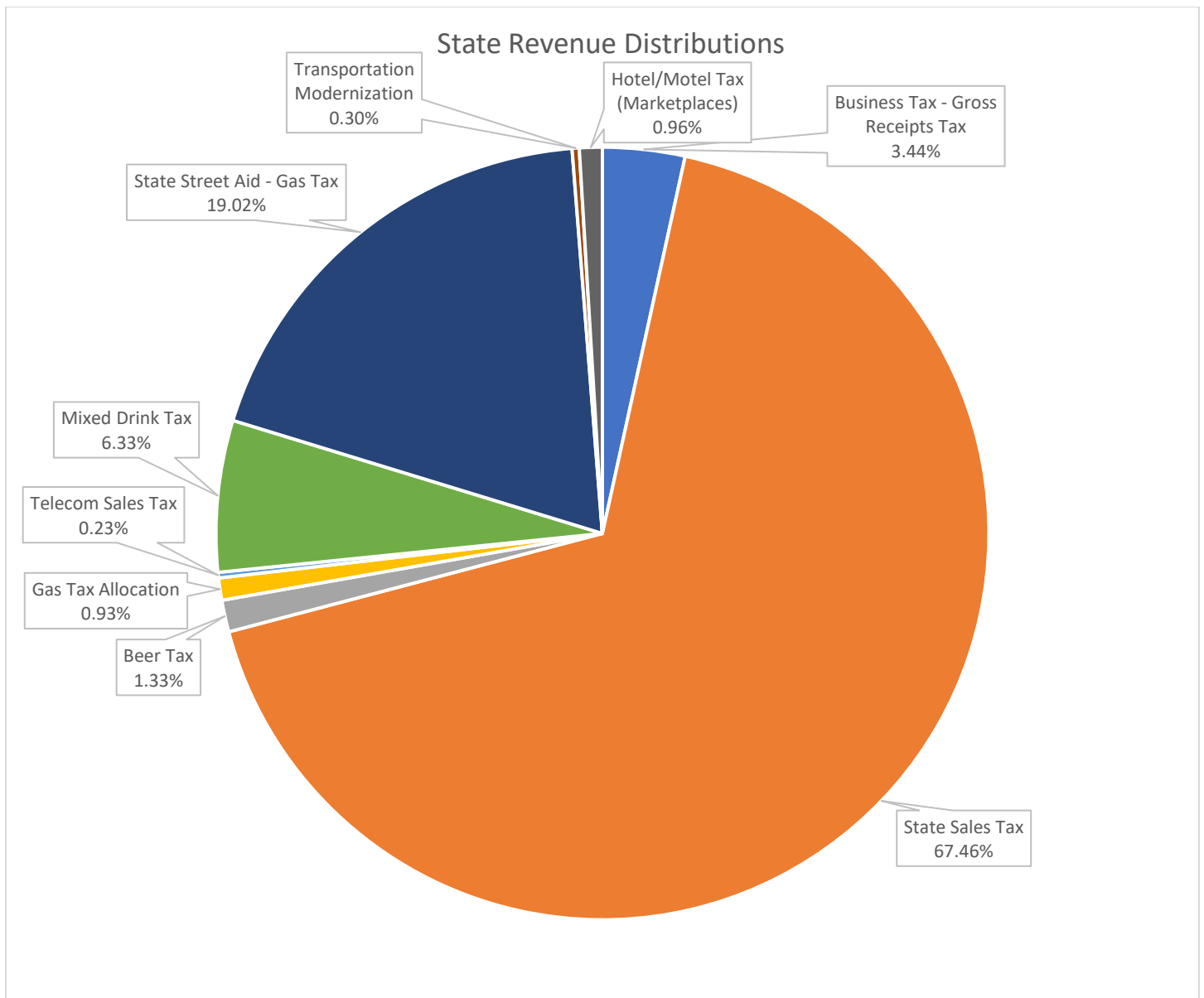
Property Tax notices were mailed in early October. The FY26 budget reflects a 3% increase over FY25, which is consistent with last year's growth.



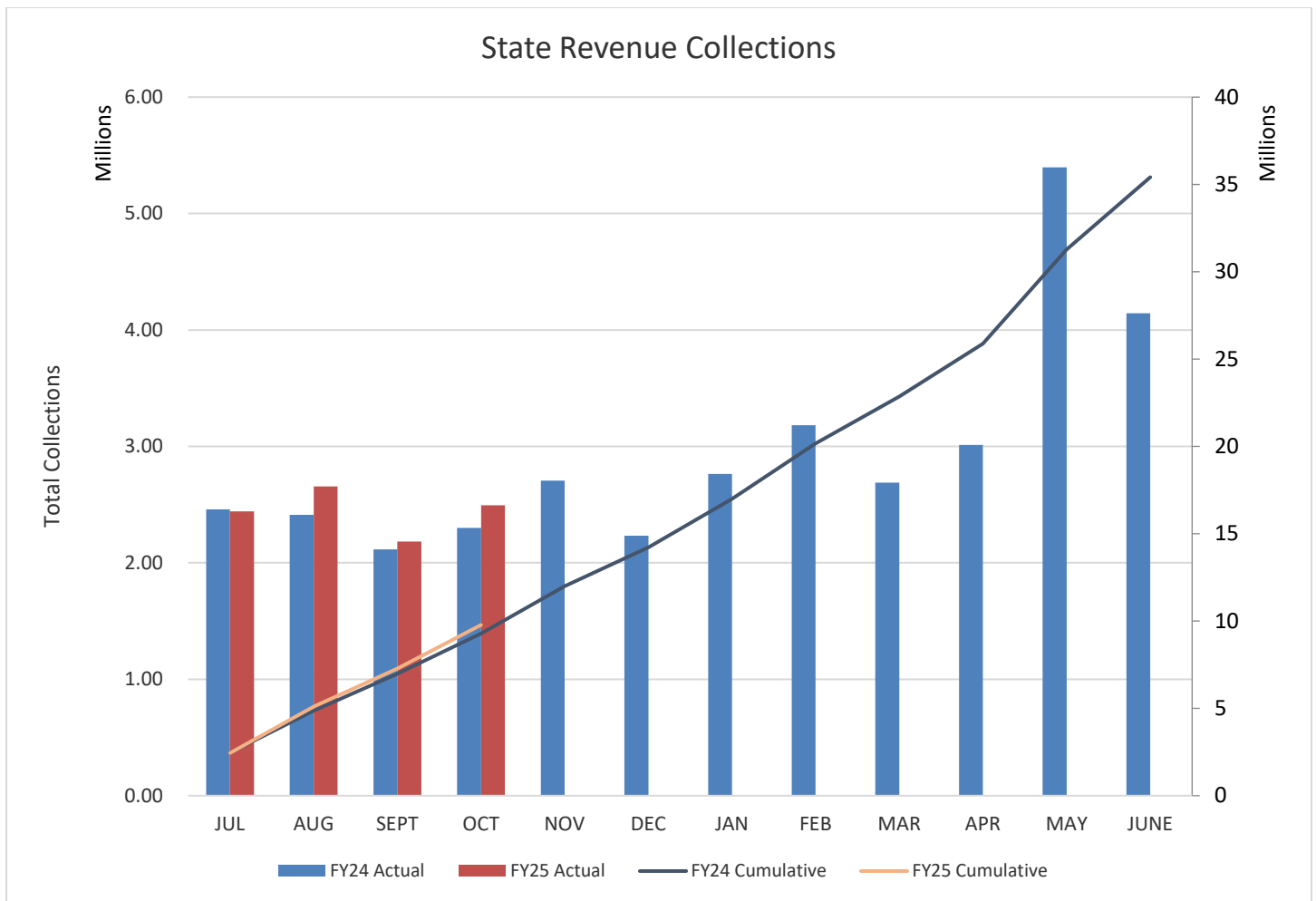
FY26 Local Sales Tax collections were budgeted with a 2.5% increase over FY25 projected results. October receipts shows \$39k more than last year (0.64% increase). This revenue shows a \$710k (2.9%) increase over budgeted projections.



FY26 State Sales Tax collections were budgeted at 2.3% over FY25. October receipts, for August sales, were up 2.4% compared to last year and up 4% over budget.

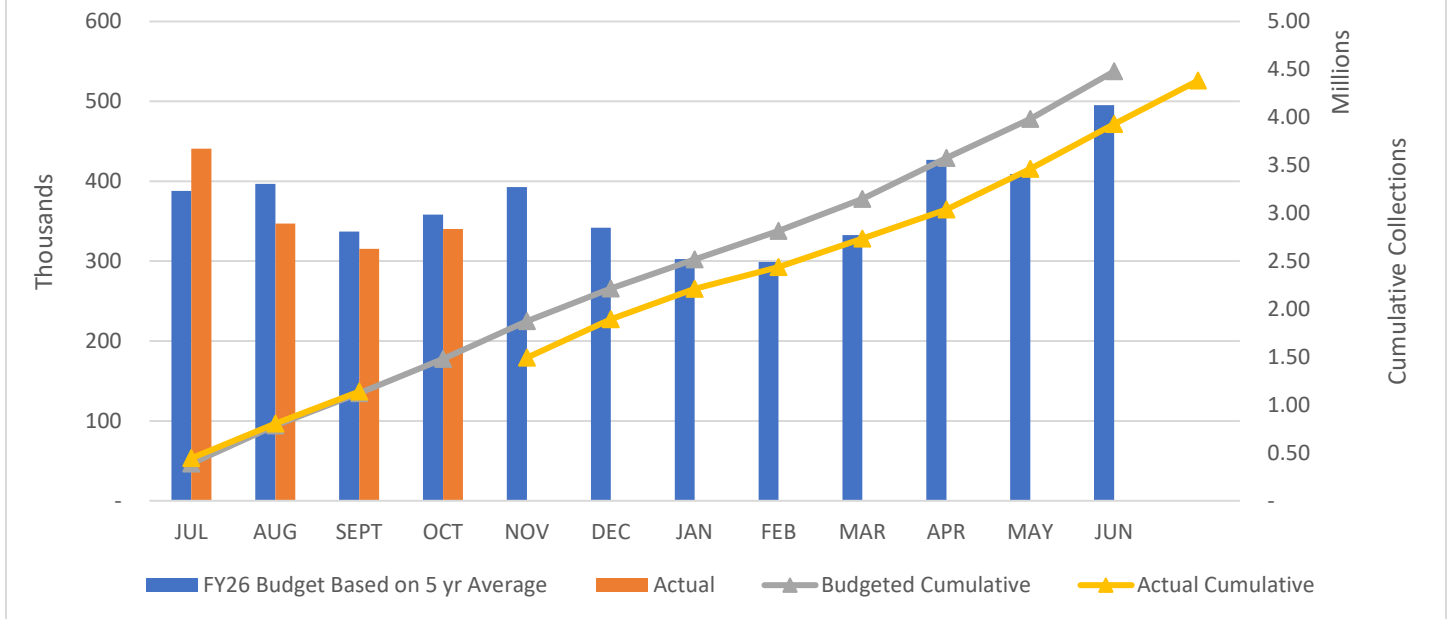


For October, Sales Tax made up 67% of State revenues. Business Tax receipts made up 3%. State Street Aid (restricted to road improvements) made up 19% of the month's receipts. Mixed Drink tax totaled 6% for the month. The remaining revenues were made up with other miscellaneous taxes, including telecom and miscellaneous gas tax revenues.



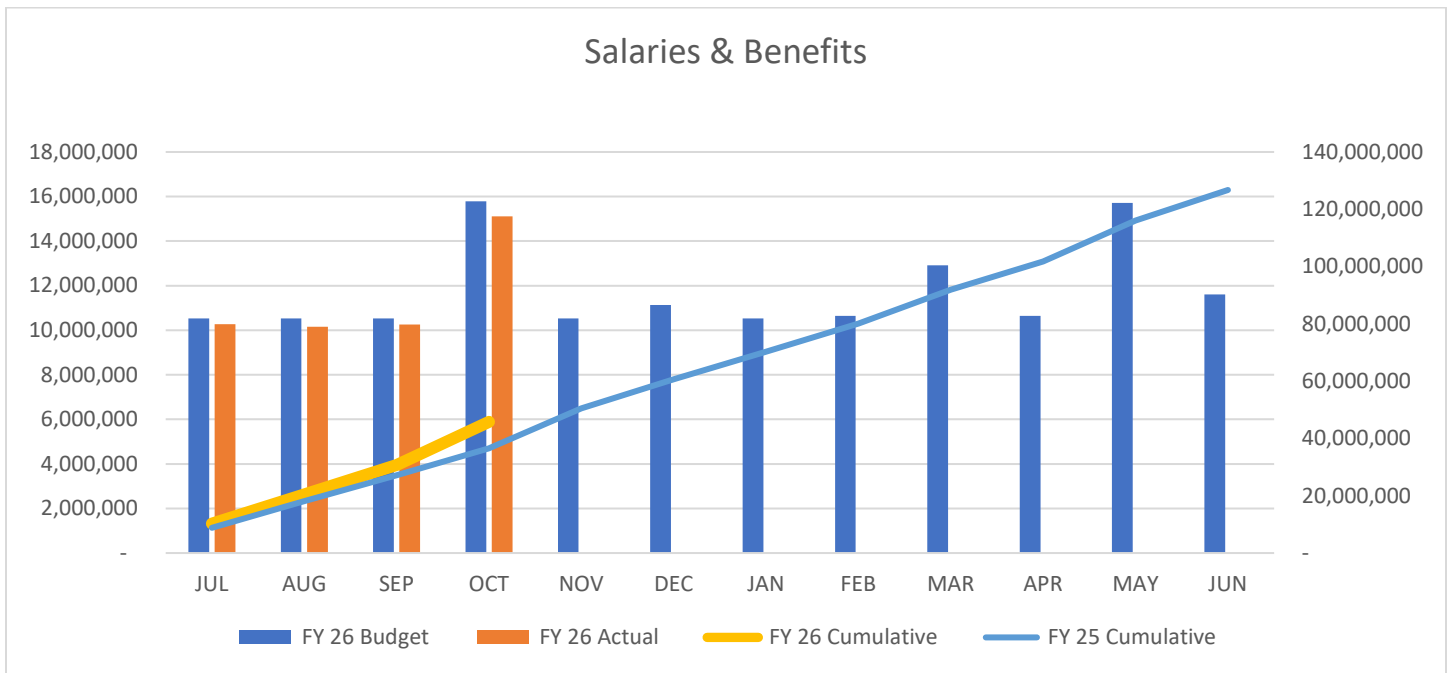
Overall, State Shared Revenue collections showed a 1.5% increase for September over last year. Business License (Gross Receipts) Taxes are down 24% for the year, but still up cumulatively 31%. This tax can fluctuate depending on when returns are filed. Mixed drink taxes are up 11%, with 6% cumulative growth over last year. State Street Aid Gas Tax continues to reflect flat results compared to 2024. These revenues are restricted and can only be spent on eligible roadway maintenance and construction projects.

HOTEL/MOTEL BUDGET vs. ACTUAL



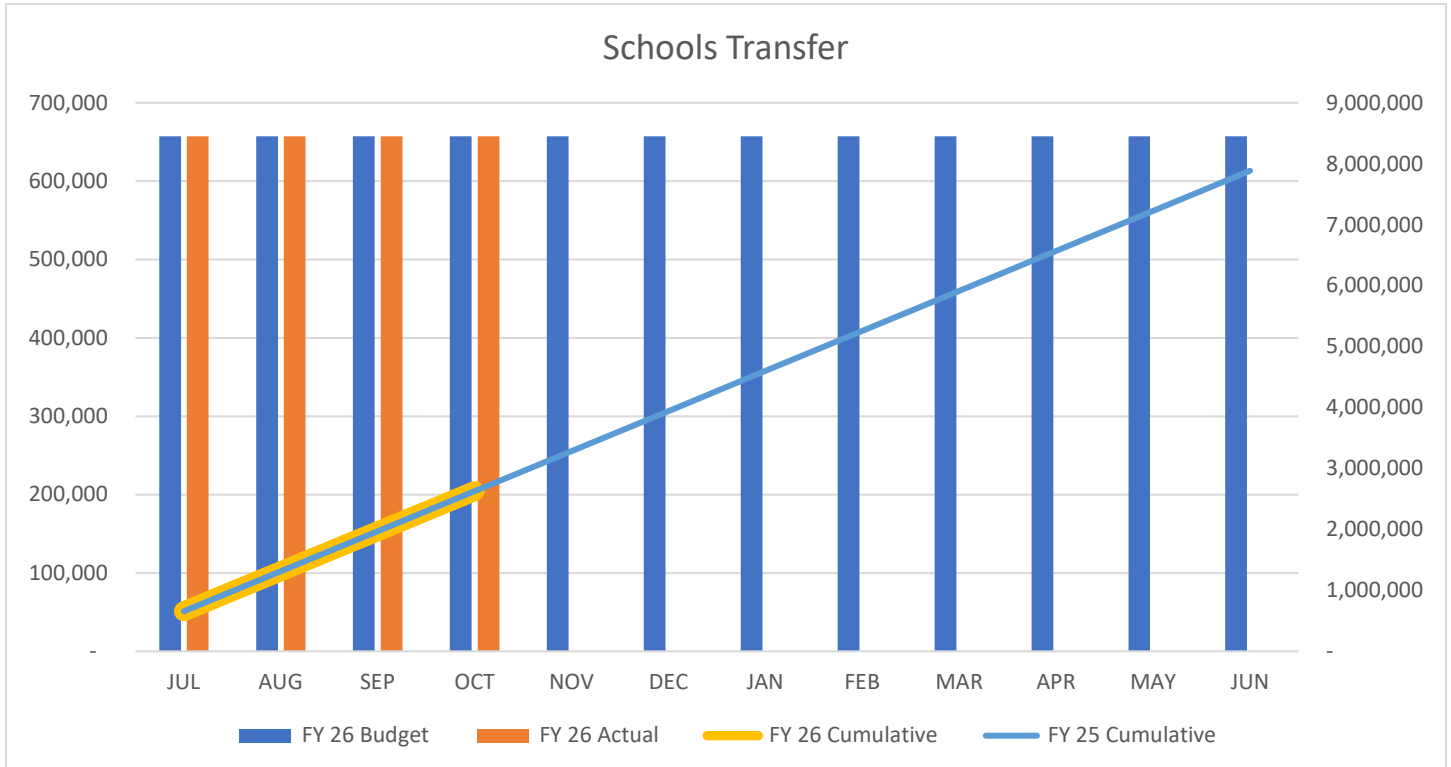
FY26 Hotel/Motel Taxes were budgeted 11% more than the FY25 budget. October results reflect a 4.2% increase compared to last year for the month. For the year, this revenue reflects a 2.4% cumulative budget deficit. The Finance Department will conduct an audit of the City's hotels and motels in the coming year to ensure accurate and timely reporting.

EXPENSES

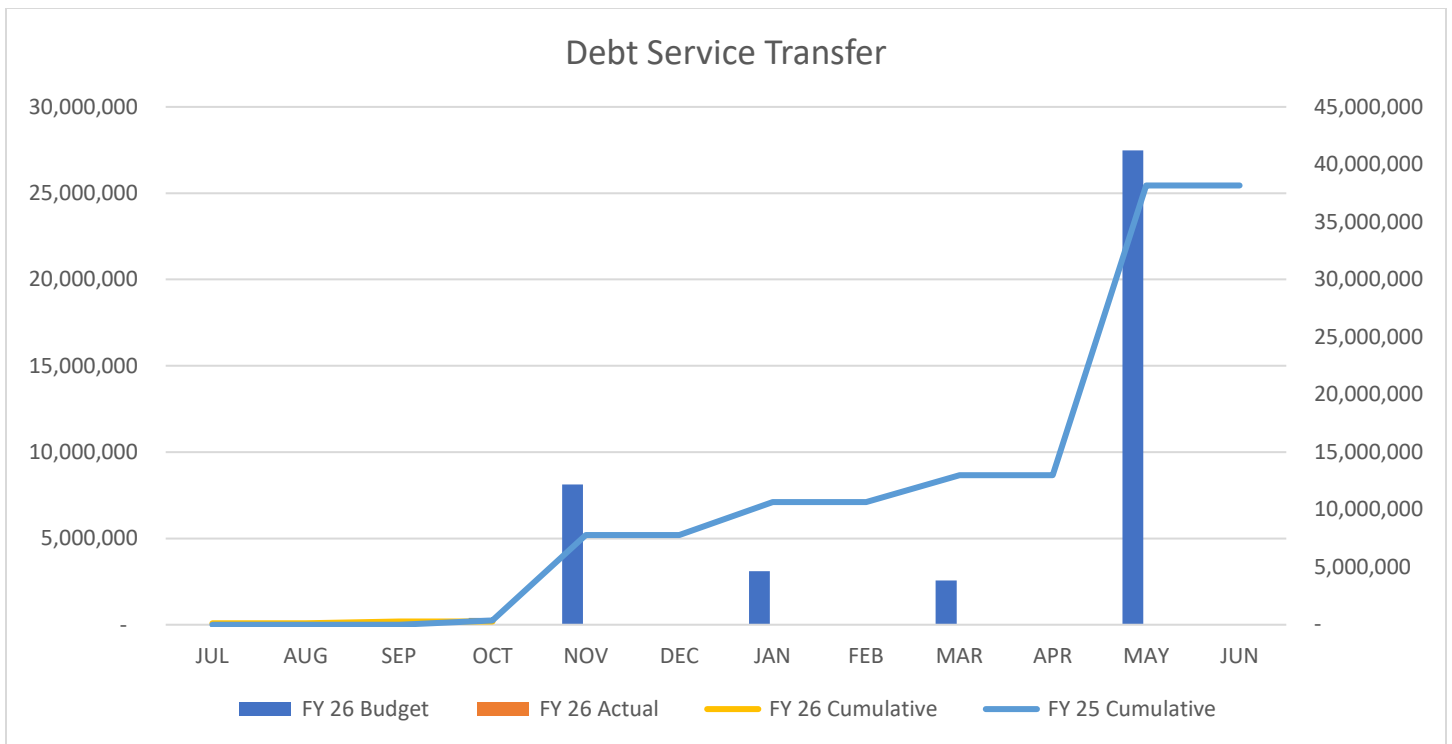


Salaries & Benefits make up 35% of General Fund's budget. The FY26 budget included 32 additional full-time positions, 23 of which are for public safety. Full-time approved positions increased from 1,148 to 1,180 positions.

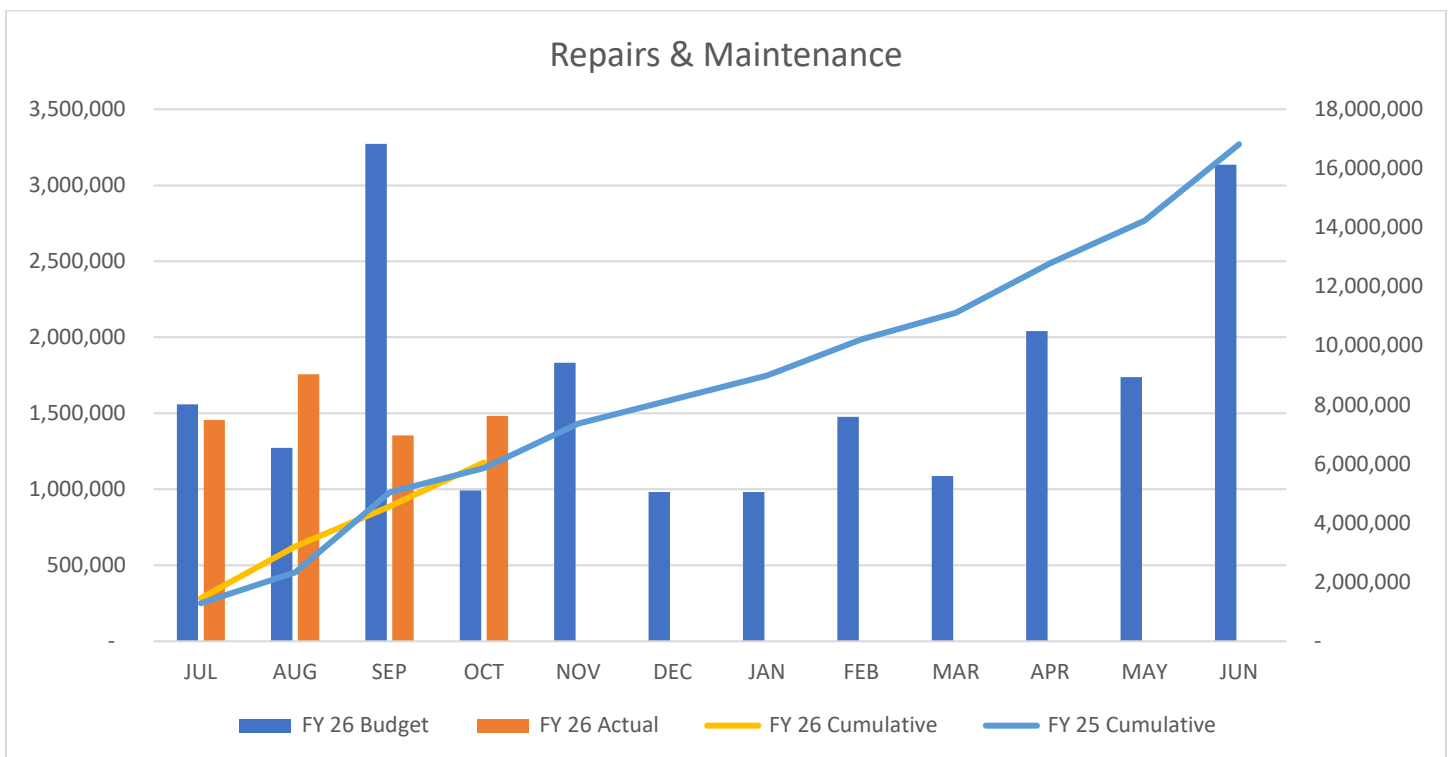
As of 10/31/25, there were 1,101 filled full-time positions and 79 vacancies. Police had 40 open positions at the end of October, including 31 sworn officer positions. Overall, salary expenses are down compared to budget by 3.3%.



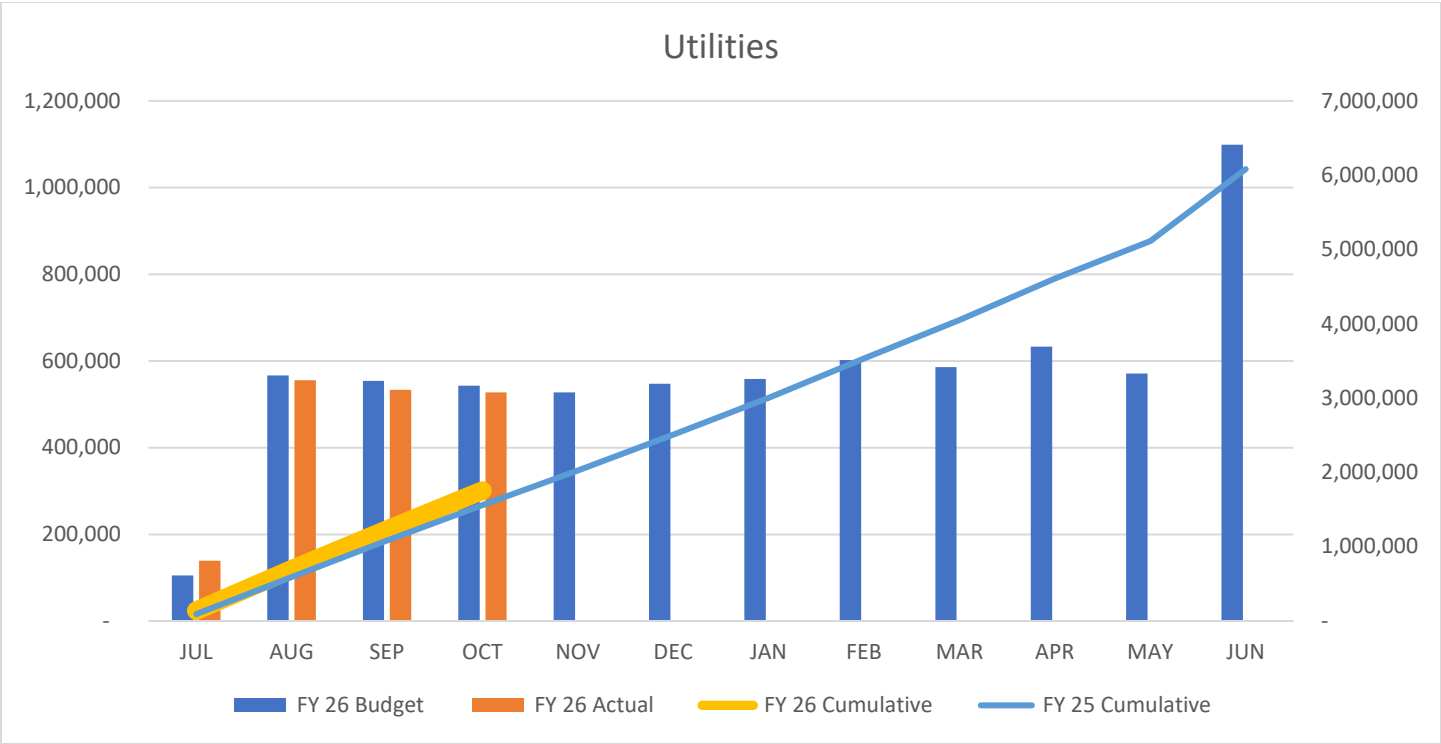
Transfers to City Schools makes up 2% of General Fund's budget. Budgeted Transfers to City Schools is budgeted at \$7.885M. This transfer is made in monthly increments evenly distributed throughout the year.



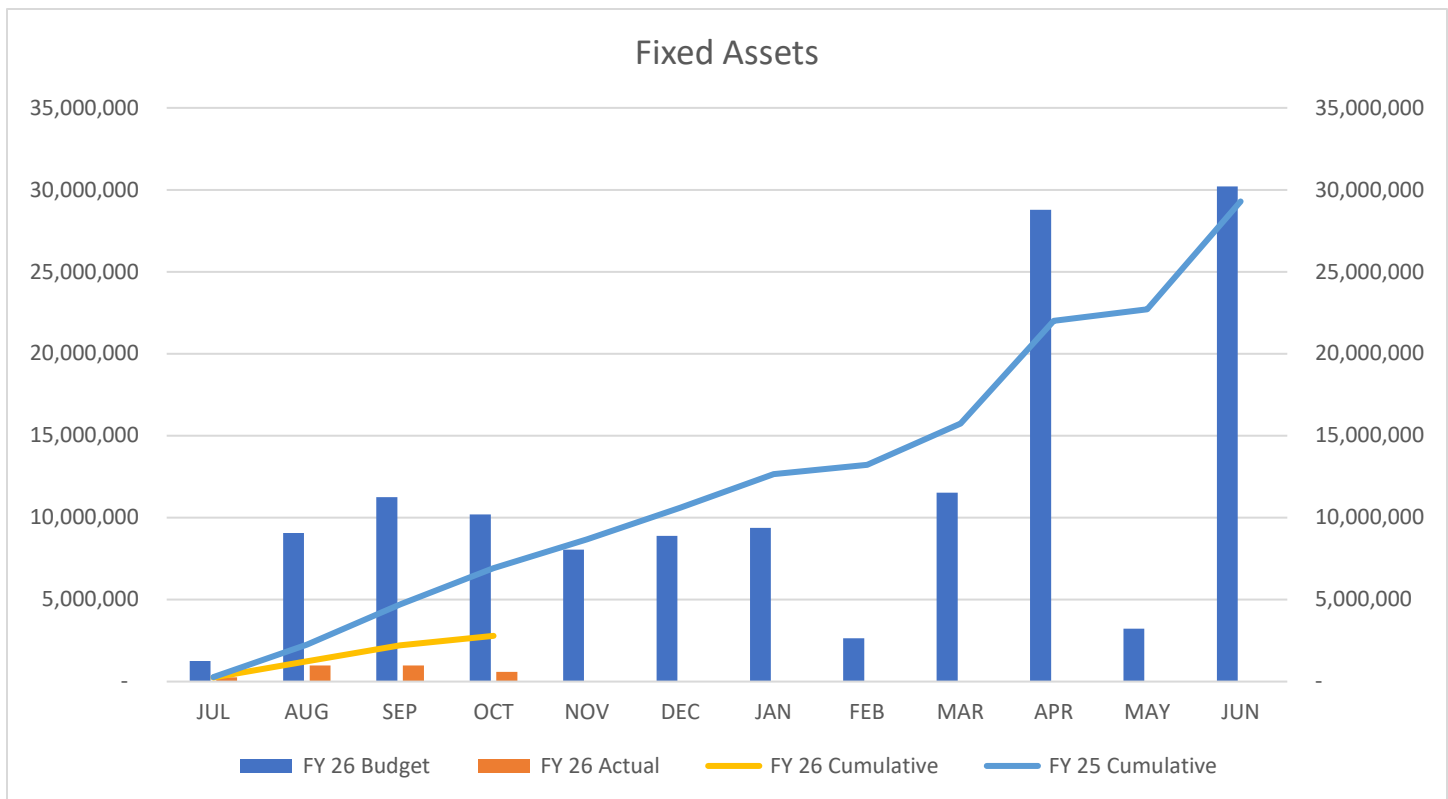
Budgeted Debt Service makes up 12% of General Fund’s budget. Council approved a \$70m debt issuance in FY25 which is expected to be issued in mid-late FY26. The Debt Service budget totals \$41.3m which includes a mid-year debt issuance.



Repairs & Maintenance make up 5% of General Fund budgeted expenses. This includes technology maintenance (software, network & hardware) (\$4.4m), fleet services (\$5.5m), and Police R&M for radios, mobile data terminals, etc. (\$1.7m). State Street Aid R&M of streets, markings and right of way totals \$5.7m. While monthly budgeted amounts are based on last year’s actual results, these expenses are seasonal and fluctuate depending on contract timing and timing of repairs. Repair & Maintenance costs are up 3% compared to last year through October. Overall, costs are down 15% compared to budget for the year.



Utilities make up 2% of General Fund’s budget. Results are up 12% as compared to FY25 and are running flat with budget through October. These costs tend to fluctuate with fuel increases, so more fluctuations are anticipated this year.



Fixed Assets make up 35% of General Fund's budget, totaling \$142M These items include:

- \$40m – MED funded Roads
- \$6.5 – MED funded Parks
- \$17.7m – CIP swap
- \$33m – FY25 CIP (General Fund funded)
- \$10.7m – ARPA funded projects
- \$16.7m – Infrastructure for grant funded road construction

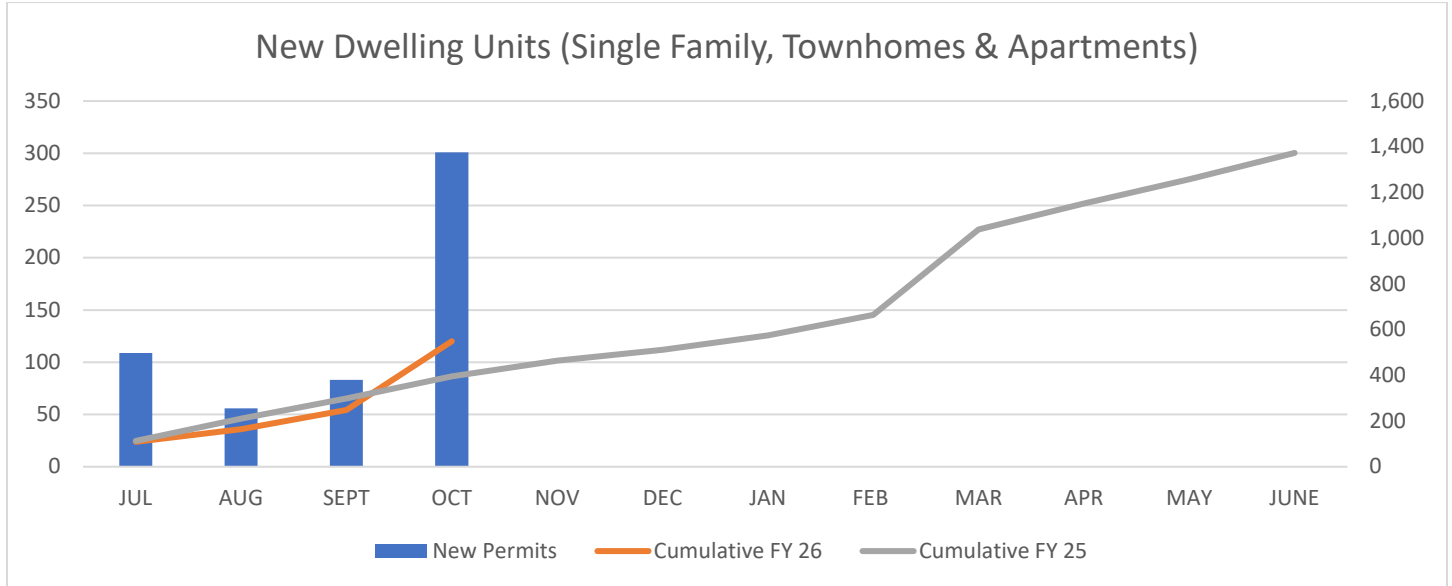
The FY25 CIP included allocation of \$39m of Unassigned Fund Balance for CIP projects. In addition, several General Fund projects and expenses were swapped, using previous bond proceeds to facilitate accelerated

spending of these proceeds. This resulted in projects being “swapped” from the Loan/Bond Fund with General Fund.

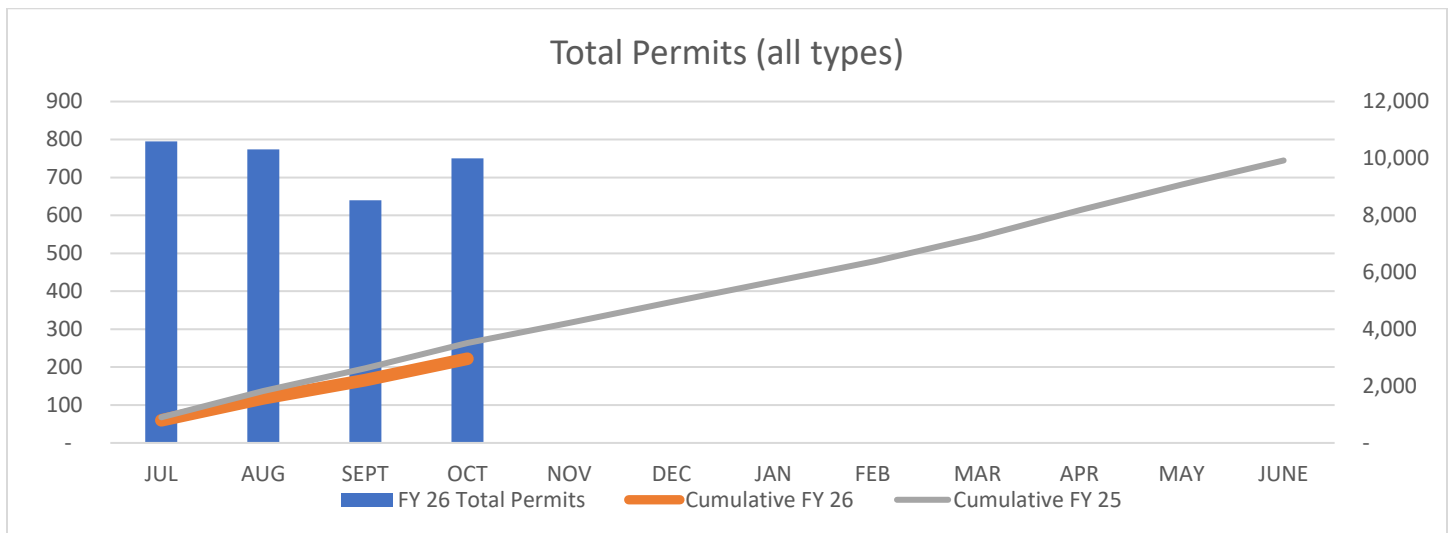
Like Repairs & Maintenance, timing on spending in Fixed Assets is also seasonal and can fluctuate based on the construction schedules and delivery of equipment. There are also several significant construction projects funded in the operating budget. Fixed asset spending was down 60% compared to last year's expenses through October and down 91% compared to budget.

BUILDING & CODES

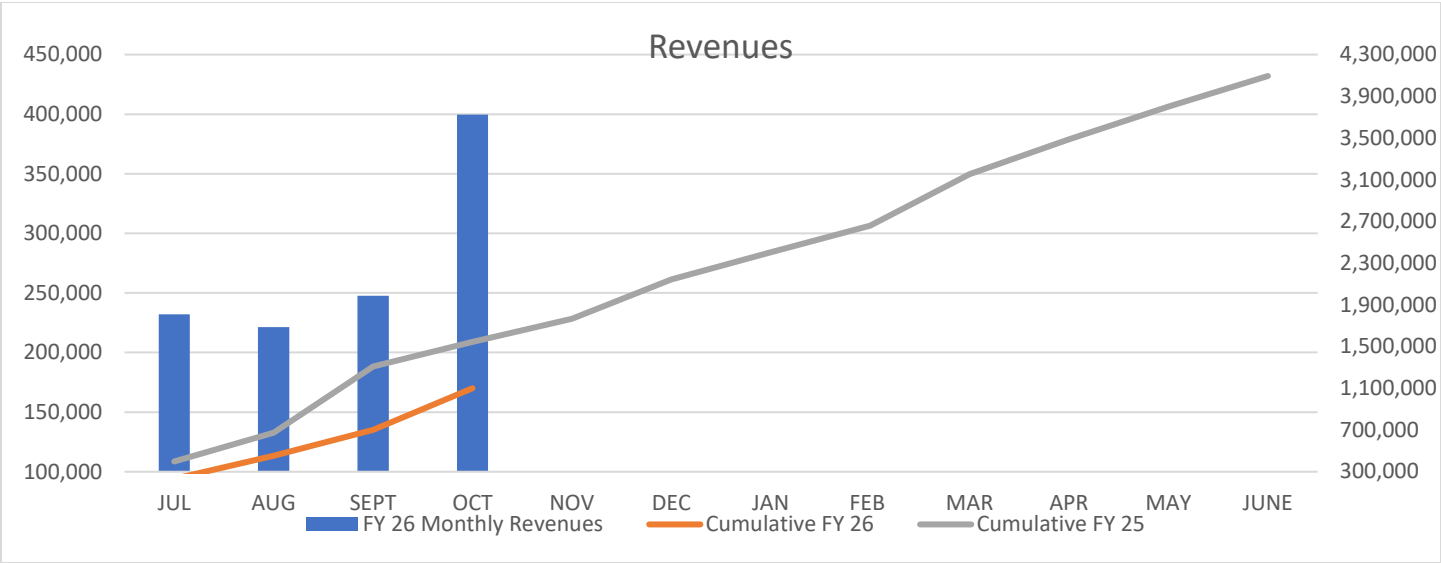
Building & Codes budgeted revenues reflect a 7% decrease from the FY25 budget and reflect a 9% increase as compared to FY25's actual results.



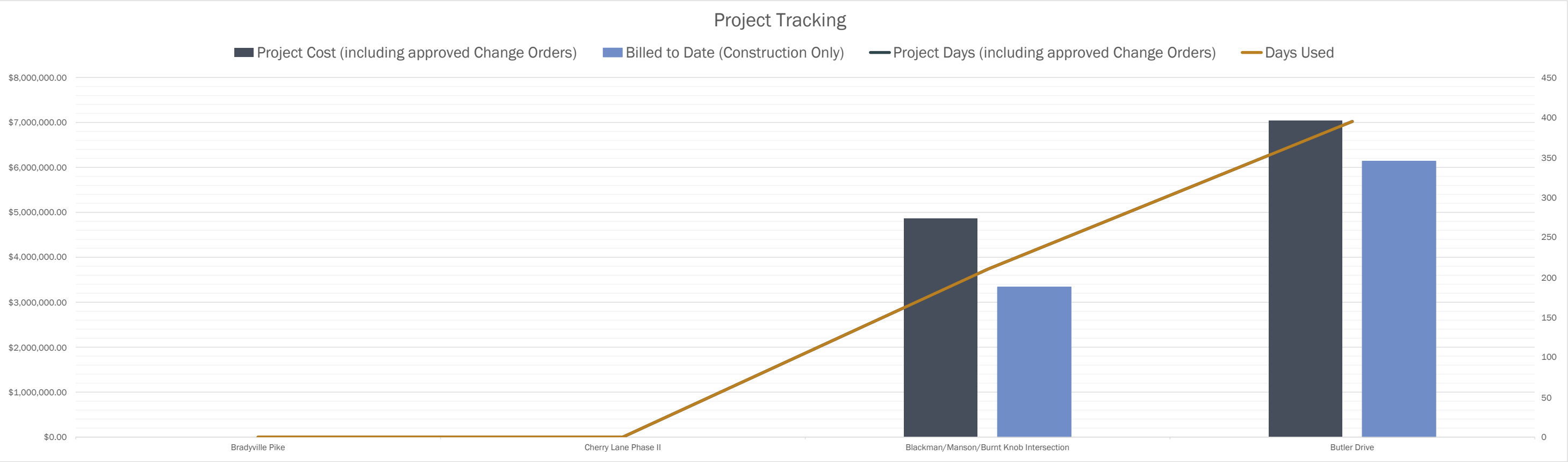
October new dwelling permits reflect a 214% increase compared to last year and are up 39% overall for the year.



Total permits were trending down from last year by 16% for October.



Through October, revenues are up 68% as compared to last year and down 29% overall for the year.



| Project Limits | | | | | | | | | | |
|-----------------------------------------|--------------------|----------------------|------------|-------------------------------------------------|------------------------------------|-------------------------------------------------|-----------|--------------|----------------------------------|-----------|
| Project Name | From | To | Distance | Project Cost (including approved Change Orders) | Billed to Date (Construction Only) | Project Days (including approved Change Orders) | Days Used | Percent Days | Estimated Substantial Completion | N.T.P. |
| Bradyville Pike | SE Broad Street | S Rutherford Blvd | 2.10 Miles | \$22,500,000 (Est Cost) | \$0.00 | 0 | 0 | 0% | | |
| Cherry Lane Phase II | Siegel Soccer Park | Sulphur Springs Road | 1.73 Miles | \$26,500,000 (Est Cost) | \$0.00 | 0 | 0 | 0% | | |
| Blackman/Manson/Burnt Knob Intersection | N/A | N/A | N/A | \$4,865,978.00 | \$3,338,990.51 | 210 | 210 | 100% | 8/6/2025 | 2/9/2025 |
| Butler Drive | 1000 Butler Drive | Joe B Jackson | .88 Miles | \$7,039,011 | \$6,138,388.89 | 395 | 395 | 100% | 2/20/2025 | 1/22/2024 |
| Total | | | | \$60,904,989 | \$9,477,379 | | | | | |

| | Project Status / Comments |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cherry Lane Phase II | Environmental permits secured. Right-of-way plans complete and exhibits and descriptions are being finalized. City staff working on obtaining right of way acquisition proposal from consultant. |
| Cherry Lane Phase III | TDOT funding has been secured for interchange. City staff and Volkert working on certifying ROW. Utility coordination is ongoing for the project. SOAR is being updated. |
| Butler Dr. Realignment | Contractor has completed punch list items. Final change order to go for Council approval. |
| Blackman/Burnt Knob/Manson Intersection | Construction complete. Contractor working on punch list items. Staff working on end of job paperwork. |
| Medical Center Phase 2 | The contractor is currently excavating and rebuilding the island in front of The Fountains. Construction will pause before Thanksgiving and the holiday shopping season, then resume after the first of the year. |
| Rutherford Blvd Extension | Construction plans are being finalized and bid book is being review by staff. Right of way acquisition being finalized. |

| Project | ROW Updates |
|---------------------------|----------------------------------------------|
| Cherry Lane Phase III | Order of possession received on final tract. |
| Rutherford Blvd Extension | 6 out of 7 tracts finalized |

Impact Fee Report for New Development in the City of Murfreesboro

Month of October 2025

| Land Use Type | Total Impact Fee Assessed | Road Fee | Park Fee | Public Safety Fee | School Fee |
|---------------------------|---------------------------|------------------|------------------|-------------------|------------------|
| Single-Family Residential | 242,822.54 | 53,100.45 | 86,046.57 | 27,271.39 | 76,404.13 |
| SFR-Townhomes | 22,587.01 | 4,939.33 | 8,003.93 | 2,536.75 | 7,107.00 |
| Multi-Family Residential | - | - | - | - | - |
| Retail/Commercial | - | - | - | - | - |
| Office | - | - | - | - | - |
| Public/Institutional | - | - | - | - | - |
| Industrial | - | - | - | - | - |
| Total | 265,409.55 | 58,039.78 | 94,050.50 | 29,808.14 | 83,511.13 |

Fiscal Year 2026 to Date

| Land Use Type | Total Impact Fee Assessed | Road Fee | Park Fee | Public Safety Fee | School Fee |
|---------------------------|---------------------------|-------------------|-------------------|-------------------|-------------------|
| Single-Family Residential | 1,204,499.18 | 263,399.91 | 426,826.25 | 135,277.28 | 378,995.74 |
| SFR-Townhomes | 70,058.94 | 15,320.50 | 24,826.09 | 7,868.30 | 22,044.05 |
| Multi-Family Residential | - | - | - | - | - |
| Retail/Commercial | 438,947.98 | 289,811.02 | - | 149,136.96 | - |
| Office | 4,911.14 | 3,213.06 | - | 1,698.08 | - |
| Public/Institutional | - | - | - | - | - |
| Industrial | - | - | - | - | - |
| Total | 1,718,417.24 | 571,744.49 | 451,652.34 | 293,980.62 | 401,039.79 |

Total Revenues to Date

| Land Use Type | Total Impact Fee Assessed | Road Fee | Park Fee | Public Safety Fee | School Fee |
|---------------------------|---------------------------|---------------------|-----------------------|-------------------|---------------------|
| Single-Family Residential | 5,616,207.74 | 1,228,152.35 | 1,990,159.23 | 630,756.20 | 1,767,139.95 |
| SFR-Townhomes | 92,689.43 | 20,269.33 | 32,845.43 | 10,409.93 | 29,164.74 |
| Multi-Family Residential | - | - | - | - | - |
| Retail/Commercial | 677,249.26 | 447,147.05 | - | 230,102.21 | - |
| Office | 42,610.25 | 27,877.33 | - | 14,732.92 | - |
| Public/Institutional | 4,599.94 | 3,009.19 | - | 1,590.75 | - |
| Industrial | 10,182.43 | 6,664.09 | - | 3,518.34 | - |
| Total | 6,443,539.05 | 1,733,119.34 | 2,023,004.66 | 891,110.35 | 1,796,304.69 |
| Expenditures | (1,370,000.00) | | (1,370,000.00) | | |
| | 5,073,539.05 | 1,733,119.34 | 653,004.66 | 891,110.35 | 1,796,304.69 |

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

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

Department: Murfreesboro City Schools

Presented by: Daniel Owens

Requested Council Action:

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

Summary

FY26 Cash Flow Statement (October 2025)

FY26 Revenue and Expenditure Budget Comparison Reports (October 2025)

Background Information

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

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impact

None

Attachments

October 2025 MCS Cash Flow Statement

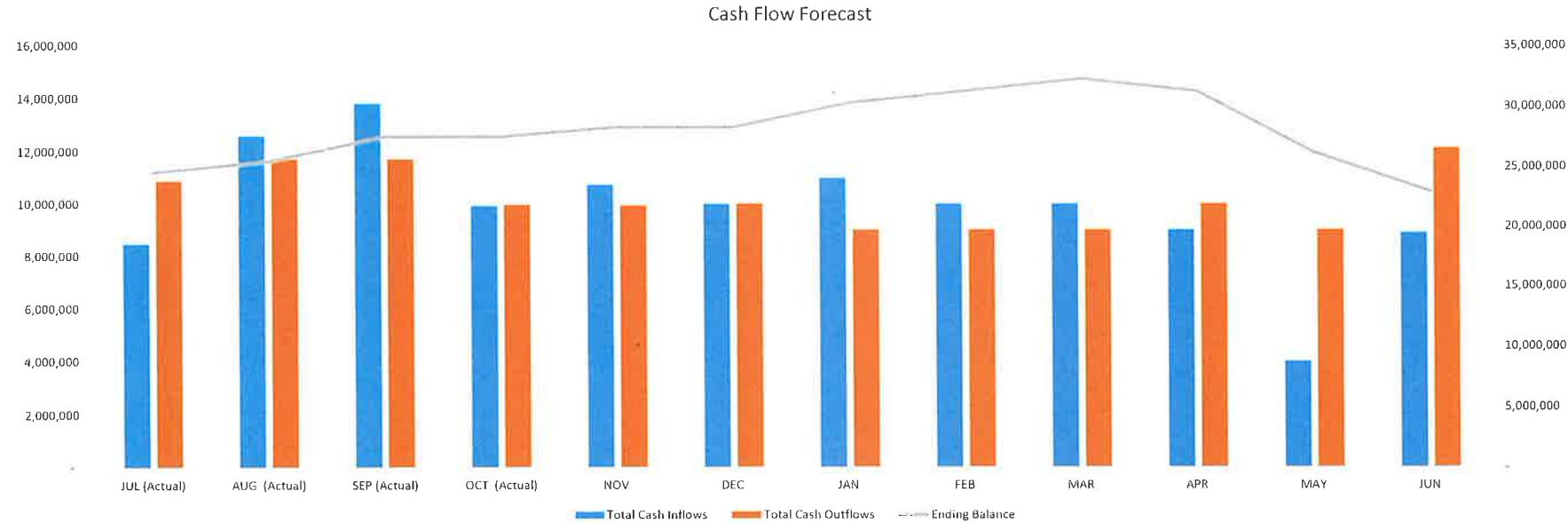
October 2025 MCS Revenue and Expenditure Budget Comparison Reports

Cash Flow Forecast Schedule **
FY 2026-General Purpose

City or Town of: Murfreesboro

| Fund Name | JUL (Actual) | AUG (Actual) | SEP (Actual) | OCT (Actual) | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | TOTAL |
|-------------------------|----------------|---------------|---------------|--------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
| Cash Receipts | \$ 8,477,277 | \$ 12,603,436 | \$ 13,812,369 | \$ 9,936,569 | \$ 10,755,638 | \$ 10,000,000 | \$ 11,000,000 | \$ 10,000,000 | \$ 10,000,000 | \$ 9,000,000 | \$ 4,000,000 | \$ 8,892,412 | \$ 118,477,700 |
| Loan Proceeds | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Cash Inflows | 8,477,277 | 12,603,436 | 13,812,369 | 9,936,569 | 10,755,638 | 10,000,000 | 11,000,000 | 10,000,000 | 10,000,000 | 9,000,000 | 4,000,000 | 8,892,412 | 118,477,700 |
| Beg Cash Bal | 26,975,782 | 24,550,742 | 25,430,022 | 27,527,340 | 27,482,272 | 28,287,552 | 28,272,001 | 30,256,450 | 31,240,899 | 32,225,348 | 31,209,797 | 26,194,246 | |
| Available Cash | 35,453,059 | 37,154,178 | 39,242,391 | 37,463,909 | 38,237,910 | 38,287,552 | 39,272,001 | 40,256,450 | 41,240,899 | 41,225,348 | 35,209,797 | 35,086,658 | |
| Cash Payments | \$ 10,886,765 | \$ 11,708,605 | \$ 11,699,500 | \$ 9,966,086 | \$ 9,934,807 | \$ 10,000,000 | \$ 9,000,000 | \$ 9,000,000 | \$ 9,000,000 | \$ 10,000,000 | \$ 9,000,000 | \$ 12,094,521 | 122,290,285 |
| Debt Service | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers Out | 15,551 | 15,551 | 15,551 | 15,551 | 15,551 | 15,551 | 15,551 | 15,551 | 15,551 | 15,551 | 15,551 | 46,540 | 217,601 |
| Total Cash Outflows | 10,902,316 | 11,724,156 | 11,715,051 | 9,981,637 | 9,950,358 | 10,015,551 | 9,015,551 | 9,015,551 | 9,015,551 | 10,015,551 | 9,015,551 | 12,141,061 | 122,507,886 |
| Ending Balance | 24,550,742 | 25,430,022 | 27,527,340 | 27,482,272 | 28,287,552 | 28,272,001 | 30,256,450 | 31,240,899 | 32,225,348 | 31,209,797 | 26,194,246 | 22,945,597 | |
| Cash Inflows - Outflows | \$ (2,425,040) | \$ 879,280 | \$ 2,097,317 | \$ (45,068) | \$ 805,280 | \$ (15,551) | \$ 1,984,449 | \$ 984,449 | \$ 984,449 | \$ (1,015,551) | \$ (5,015,551) | \$ (3,248,649) | \$ (4,030,185) |

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



COMPARISON OF BUDGET TOTALS
July 1, 2025 Through October 31, 2025

| | | | |
|-----------------------|--------------------------|-----------|---------------------------|
| TOTAL INCOME | 7/1/25 - 10/31/25 | \$ | 28,714,940 |
| TOTAL EXPENSES | 7/1/25 - 10/31/25 | | <u>33,626,434</u> |
| NET INCOME | 10/31/25 | \$ | <u>(4,911,494)</u> |

OCTOBER 2025

YEAR-TO-DATE REVENUE COMPARISON

| | BUDGET CLASS. | 2024-25 BUDGET | 2024-25 YTD REV. | 2024-25 OVR/(UNDR) BUDGET | 2024-25 % Received | 2025-26 BUDGET | 2025-26 YTD REV. | 2025-26 OVR/(UNDR) BUDGET | 2025-26 % Received |
|----|-----------------------------------------------------------|-----------------------|----------------------|---------------------------------|--------------------------|-----------------------|----------------------|---------------------------------|--------------------------|
| 1 | 40110-Current Prop. Tax | 15,000,000 | 236,079 | (14,763,921) | 1.6% | 14,000,000 | 301,452 | (13,698,548) | 2.2% |
| 2 | 40210-Local Option Sales Tax | 16,700,000 | 3,054,085 | (13,645,915) | 18.3% | 17,888,900 | 3,310,227 | (14,578,673) | 18.5% |
| 3 | 40000-41110-Other County Rev | 1,972,000 | 366,300 | (1,605,700) | 18.6% | 2,032,500 | 499,931 | (1,532,569) | 24.6% |
| 4 | 43300-44999-Other Local Revenue (Interest, Tuition) | 1,621,796 | 546,137 | (1,075,659) | 33.7% | 786,675 | 520,923 | (265,752) | 66.2% |
| | SUBTOTAL LOCAL REVENUE | \$ 35,293,796 | \$ 4,202,602 | \$ (31,091,194) | | \$ 34,708,075 | \$ 4,632,533 | \$ (30,075,542) | |
| 5 | 46310-Project Diabetes Grant | 126,700 | - | (126,700) | 0.0% | - | - | - | N/A |
| 6 | 46510-TISA | 63,477,651 | 18,950,309 | (44,527,342) | 29.9% | 65,887,040 | 19,699,416 | (46,187,624) | 29.9% |
| 7 | 46513-TISA On-Behalf Payments | 30,000 | - | (30,000) | N/A | 30,000 | - | (30,000) | N/A |
| 8 | 46515-Early Childhood Ed. (VPK Grant & SPED PK) | 1,500,605 | - | (1,500,605) | 0.0% | 1,326,895 | - | (1,326,895) | 0.0% |
| 9 | 46590-Other State Education | 1,851,909 | - | (1,851,909) | 0.0% | 1,805,750 | 1,699,589 | (106,161) | 94.1% |
| 10 | 46596-Paid Parental Leave | 300,000 | - | (300,000) | N/A | 250,000 | - | (250,000) | 0.0% |
| 11 | 46610-Career Ladder Program | 51,000 | - | (51,000) | 0.0% | 40,000 | 23,296 | (16,704) | 58.2% |
| 12 | 46591-Coordinated School Health (ended FY23) | - | - | - | N/A | - | - | - | N/A |
| 13 | 46595-Family Resource (ended FY23) | - | - | - | N/A | - | - | - | N/A |
| 14 | 46800-46990-Safe Schools and Public School Security Grant | - | - | - | N/A | 183,622 | - | (183,622) | N/A |
| | SUBTOTAL STATE REVENUES | \$ 67,337,865 | \$ 18,950,309 | \$ (48,387,556) | | \$ 69,523,307 | \$ 21,422,301 | \$ (48,101,006) | |
| 15 | 47000- Federal Funds | 396,348 | - | (396,348) | 0.0% | 16,200 | - | (16,200) | 0.0% |
| | SUBTOTAL FEDERAL REVENUES | \$ 396,348 | \$ - | \$ (396,348) | | \$ 16,200 | \$ - | \$ (16,200) | |
| 16 | 49100-49800 Insurance Recovery/Indirect Costs | 195,000 | - | (195,000) | 0.0% | 320,000 | 31,738 | (288,262) | 9.9% |
| 17 | 49810-City of Murfreesboro Allocation | 7,885,103 | 2,628,368 | (5,256,735) | 33.3% | 7,885,103 | 2,628,368 | (5,256,735) | 33.3% |
| 18 | 49820-City TN All Corp Grant | 156,000 | - | (156,000) | 0.0% | - | - | - | N/A |
| | SUBTOTAL OPERATING TRANSFERS | \$ 8,236,103 | \$ 2,628,368 | \$ (5,607,735) | | \$ 8,205,103 | \$ 2,660,106 | \$ (5,544,997) | |
| | TOTAL REVENUES | \$ 111,264,112 | \$ 25,781,278 | \$ (85,482,834) | 23.2% | \$ 112,452,685 | \$ 28,714,940 | \$ (83,737,745) | 25.5% |

YEAR-TO-DATE EXPENDITURE COMPARISON

OCTOBER 2025

PAGE 1

| | BUDGET CLASS. | 2024-25 BUDGET | 2024-25 YTD EXP. | 2024-25 OVR/(UNDR) BUDGET | 2024-25 % | 2025-26 BUDGET | 2025-26 YTD EXP. | 2025-26 OVR/(UNDR) BUDGET | 2025-26 % |
|----|-----------------------------|--------------------|---------------------|---------------------------------|--------------|--------------------|---------------------|---------------------------------|--------------|
| 1 | 71100-Reg. Instruction | 61,154,757 | 15,426,791 | (45,727,966) | 25.2% | 62,340,982 | \$ 17,886,316 | (44,454,666) | 28.7% |
| 2 | 71200-Sp. Ed. Instruction | 13,930,329 | 3,311,990 | (10,618,339) | 23.8% | 13,959,246 | 3,674,954 | (10,284,292) | 26.3% |
| 3 | 71400-Student Body Ed. | - | - | - | N/A | - | - | - | N/A |
| 4 | 72110-Attendance | 188,725 | 60,338 | (128,387) | 32.0% | 192,705 | 68,850 | (123,855) | 35.7% |
| 5 | 72120-Health Services | 1,252,495 | 259,973 | (992,522) | 20.8% | 1,175,870 | 256,619 | (919,251) | 21.8% |
| 6 | 72130-Guidance | 4,188,625 | 1,135,682 | (3,052,943) | 27.1% | 3,711,291 | 1,016,227 | (2,695,064) | 27.4% |
| 7 | 72210-Reg. Instr. Support | 2,774,798 | 874,685 | (1,900,113) | 31.5% | 4,197,780 | 899,942 | (3,297,838) | 21.4% |
| 8 | 72220-Sp. Ed. Support | 2,209,555 | 579,016 | (1,630,539) | 26.2% | 3,067,320 | 839,707 | (2,227,613) | 27.4% |
| 9 | 72250-Technology | 2,738,190 | 1,007,531 | (1,730,659) | 36.8% | 2,826,855 | 995,984 | (1,830,871) | 35.2% |
| 10 | 72310-Bd. Of Education | 2,187,020 | 993,472 | (1,193,548) | 45.4% | 2,167,885 | 1,093,679 | (1,074,206) | 50.4% |
| 11 | 72320-Office of Supt. | 471,438 | 143,094 | (328,344) | 30.4% | 475,310 | 146,232 | (329,078) | 30.8% |
| 12 | 72410-Office of Principal | 6,151,248 | 1,756,358 | (4,394,890) | 28.6% | 6,201,205 | 1,781,932 | (4,419,273) | 28.7% |
| 13 | 72510-Fiscal Services | 885,280 | 322,886 | (562,394) | 36.5% | 972,675 | 353,383 | (619,292) | 36.3% |
| 14 | 72520-Personnel Services | 606,845 | 210,398 | (396,447) | 34.7% | 663,990 | 230,877 | (433,113) | 34.8% |
| 15 | 72610-Oper. Of Plant | 6,372,847 | 1,400,164 | (4,972,683) | 22.0% | 6,272,020 | 1,693,770 | (4,578,250) | 27.0% |
| 16 | 72620-Maint. Of Plant | 3,481,108 | 835,406 | (2,645,702) | 24.0% | 3,363,837 | 888,656 | (2,475,181) | 26.4% |
| 17 | 72710-Pupil Transp. | 5,457,902 | 1,248,222 | (4,209,680) | 22.9% | 4,784,870 | 1,177,600 | (3,607,270) | 24.6% |
| 18 | 73300-Community Service | 507,561 | 129,653 | (377,908) | 25.5% | 468,005 | 134,203 | (333,802) | 28.7% |
| 19 | 73400-Early Childhood Educ. | 1,154,547 | 279,230 | (875,317) | 24.2% | 1,173,395 | 308,702 | (864,693) | 26.3% |
| 20 | 76100-Reg. Cap. Outlay | 3,243,219 | 11,906 | (3,231,313) | 0.4% | 202,365 | 116,596 | (85,769) | 57.6% |
| 21 | 82130-Education Debt Serv. | - | - | - | N/A | - | - | - | N/A |
| 22 | 82230-Education Debt Int | - | - | - | N/A | - | - | - | N/A |
| 23 | 99100-Operating Transfers | 217,601 | 62,204 | (155,397) | 28.6% | 217,590 | 62,204 | (155,386) | 28.6% |
| | TOTALS | 119,174,090 | 30,048,997 | \$ (89,125,093) | 25.2% | 118,435,196 | 33,626,434 | \$ (84,808,762) | 28.4% |

COUNCIL COMMUNICATION

Meeting Date: 12/11/2025

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 |
|-------------------|-----------------------|-----------------|----------------|------------------|------------------|
| Boro NW LLC | Wako Japanese Cuisine | 740 NW Broad St | On-Premises | Restaurant | Ownership Change |

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

| | |
|------------------------------------------------|-----------------------|
| Name of Business Entity/Sole Proprietor | Wako Japanese Cuisine |
| Name of Business | Wako Japanese Cuisine |
| Business Location | 740 NW Broad St |
| Type of Business | Restaurant |
| Type of Permit Applied For | On-Premises |

Type of Application:

| | |
|---------------------------|-------------------------------------|
| New Location | <input type="checkbox"/> |
| Ownership Change | <input checked="" type="checkbox"/> |
| Name Change | <input type="checkbox"/> |
| Permit Type Change | <input type="checkbox"/> |
| Corporation | <input checked="" type="checkbox"/> |
| Partnership | <input type="checkbox"/> |
| LLC | <input type="checkbox"/> |
| Sole Proprietor | <input type="checkbox"/> |

5% or more Ownership

| | |
|----------------------------------|--------------------------------------------------------------------------------|
| Name | Zhihao Du |
| Age | 30 |
| Residency City/State | Murfreesboro, TN |
| Race/Sex | Asian/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.

