

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
January 22, 2026

Public Hearing on Actionable Items

PRAYER

Mr. Austin Maxwell

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

STARS Award: Officer Dustin Nicholson

Consent Agenda

1. Amendment to Professional Services Agreement for Old Fort Park Ballfield and Parking Renovations (Facilities)
2. ADA Renovations Master Services Agreement (Facilities)
3. FY26 City Manager Approved Budget Amendments (Finance)
4. Banner Over Main Street (Street)
5. Agreement with Trimble Technology for Additional CWOL Users (Information Technology)
6. Amendment Five to Tennessee Law Enforcement Hiring, Training and Recruiting Program Grant Contract (Police)
7. Donation of a Used Police Vehicle to Huntland Police Department (Police)
8. Mandatory Referral for Dedication of Electric Easements Along Barfield Road and Veterans Parkway (Planning)
9. Mandatory Referral for a Private Retaining Wall in the Right-of-Way of Bridgemore Boulevard (Planning)

Minutes

10. City Council Minutes (Finance)

Old Business

Land Use Matters

11. Ordinance 26-OZ-02 Rezoning Property Along Ashers Fork Drive (2nd and Final Reading) (Planning)
12. Ordinance 26-OZ-01 Zoning for Property Along Old Salem Road (2nd and Final Reading) (Planning)

New Business

Land Use Matters

13. Sewer Allocation Variance- Memorial Boulevard – Seven Brew (Planning)

Resolution

14. Resolution 26-R-07 Corebridge (VALIC) Plan Services Agreement (Human Resources)
15. Resolution 26-R-08 for the Selection Process for City Attorney and adoption of a Legal Department Operational Service Delivery Policy (Administration)

Ordinance

16. Ordinance 26-O-08 Amending Chapter 32 of the Murfreesboro City Code (Police)

On Motion

17. Planning Commission Compensation (Planning)
18. Purchase of Mobile Data Terminals (Police)
19. Contracts for Police Vehicle Equipment (Police)
20. Revised Donated Leave Policy No.1044 (Human Resources)
21. Corebridge Plan Services Agreement (Human Resources)

Board & Commission Appointments

22. Airport Commission (Mayor)

Licensing

23. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Amendment to Professional Services Agreement for Old Fort Park Ballfield and Parking Renovations

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 amendment for Construction Administration and Construction Engineering and Inspection Professional Services for the Old Fort Park Ballfield and Parking Renovations.

Staff Recommendation

Approve the amendment proposal from Energy, Land, & Infrastructure, LLC (ELI).

Background Information

In March 2025, the City entered into an agreement with ELI for construction administration and construction engineering and inspection professional services for the Old Fort Park Ballfield and Parking Renovations project in the estimated amount of \$30,876. During construction for the project, unanticipated challenges related to the existing conditions were discovered that created the need for additional construction administration (CA) effort. This work was related mostly to poor soil conditions and remediation. This work will cause the total fee to exceed the estimated fee in the original agreement. ELI's proposed amendment adds \$4,000 to the original agreement to complete the scope of work assigned.

Council Priorities Served

Establish strong City brand

The ballfield, parking, and lighting renovations at Old Fort Park will provide the community with a desirable and safe place to enjoy softball and provide overflow parking to other amenities of the park and improve storm water drainage issues.

Fiscal Impact

The expense, \$4,000, brings the new estimated total to \$34,876, and is funded by the FY21 CIP.

Attachments

ELI Professional Services Amendment



AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: **City of Murfreesboro, Tennessee**
Engineer: **Energy Land & Infrastructure, LLC (ELI)**
Project: **Old Fort Park Ballfield and Parking Renovations**
Effective Date of Owner-Engineer Agreement: **March 28, 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:

During the course of construction for the project, unanticipated challenges related to existing conditions were discovered which create the need for additional construction administration (CA) effort. This work was mainly related to poor soil conditions and remediation. This work will cause the total fee to exceed the estimated fee in the original agreement. The requested additional fee is based on the estimated construction time remaining, and the work to complete for ELI.

Agreement Summary:

Original agreement amount:	\$ 30,876.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 4,000.00
Adjusted Agreement amount:	\$ 34,876.00

Change in time for services (days or date, as applicable): **Completion December 2025**

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

Date:

(date signed)

Name: **Shane McFarland**

(typed or printed)

Title: **Mayor**

(typed or printed)

Signed by:

Adam F. Tucker

Approved as to form:

Adam F. Tucker

By:

(individual's signature)

Date: **Nov. 26, 2025**

(date signed)

Name: **Timothy L. Haggard, PE, RLS**

(typed or printed)

Title: **Associate Vice President**

(typed or printed)

COUNCIL COMMUNICATION

Meeting Date: 1/22/2026

Item Title: ADA Renovations Master Services Agreement

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 Kline Swinney Associates, LLC (KSA) for professional services related to ADA renovations.

Staff Recommendation

Approve the agreement with KSA.

Background Information

In 2024, the city entered into an agreement with KSA to survey the existing city-owned buildings to identify barriers to accessibility and provide possible solutions to address deficiencies.

The Facilities Department has grouped the needed ADA renovations in a manner that will allow the city to complete the tasks either internally or in separate construction packages. The Master Agreement provides the framework to provide a plan of action to execute the required scope of work.

This agreement is pending Legal approval.

Council Priorities Served

Safe and Livable Neighborhoods

Citizens will have more and better access to the services the city provides for them.

Excellent Services with a Focus on Customer Service

City-owned buildings and sites will be barrier free for people that have physical challenges.

Fiscal Impact

The expense will be funded by the CIP budgeted amounts for ADA renovations.

Attachments

Master Services Agreement with Kline Swinney Associates, LLC



**Standard Form of Master Agreement Between Owner and Architect for Services
provided under multiple Service Orders**

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Architect:
(Name, legal status, address, and other information)

Kline Swinney Associates LLC
48 Lindsley Avenue
Nashville, Tennessee 37210

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect

TABLE OF ARTICLES

- 1 **MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES**
- 2 **SERVICE ORDERS**
- 3 **ARCHITECT'S RESPONSIBILITIES**
- 4 **ADDITIONAL SERVICES**
- 5 **OWNER'S RESPONSIBILITIES**
- 6 **COPYRIGHTS AND LICENSES**
- 7 **CLAIMS AND DISPUTES**
- 8 **TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS**
- 9 **COMPENSATION**
- 10 **MISCELLANEOUS PROVISIONS**
- 11 **SPECIAL TERMS AND CONDITIONS**
- 12 **SCOPE OF THIS MASTER AGREEMENT**

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will at the option of City of Murfreesboro, renew on an annual basis, on the day and month of the Date of this Master Agreement, for up to an additional two (2) one-year periods, dependent upon performance and availability of funding, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Darren Gore, City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
Office 615-849-2629
Mobile 615-642-3289

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

Init.

AIA Document B121 - 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:30:23 CT on 21/13/2026 under Order No.4104245744 which expires on 12/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com
User Notes:

2

(1265775940)

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Timothy Piansay, Principal
48 Lindsley Avenue
Nashville, Tennessee 37210
Office: 615.255.1854
Mobile: 615.202.5915

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Limit not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation

at statutory limits mandated by the State of Tennessee and Federal Laws.

.4 Professional Liability

Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date

of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Litigation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be resolved by the party wishing to pursue same by initiation of an action in the proper courts of Rutherford County, Tennessee, or the Middle District of Tennessee. The appropriate jurisdiction shall be Tennessee, the appropriate venue shall be Rutherford County or the Middle District of Tennessee, and Tennessee law and/or federal law shall apply. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

(Paragraphs deleted)

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party

initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

*(Paragraphs deleted)*The Architect shall be compensated for work completed.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To Be Determined by mutual written agreement of the parties.

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9. Unless otherwise agreed upon by Owner and Architect, the Architect's compensation shall be based upon a stipulated sum (fixed fee).

§9.1 Payment Schedule – Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as described in each Service Order.

Construction Phase	\$ TBD
Close-Out Phase	\$ TBD

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$250.00 per hour
Project Manager	\$200.00 per hour
Project Architect	\$185.00 per hour
Draftsperson	\$115.00 per hour
Office Manager	\$90.00 per hour

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed upon in writing at the time of authorization for the additional services. Compensation for Additional Services of the Architect's Consultants shall be in the amount invoiced to the Architect plus five percent (5%).

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Insert rate of monthly or annual interest agreed upon.)

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Not Applicable

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

- .1 AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect
- .2
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

Init.
/

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:30:23 CT on 01/15/2026 under Order No.4104245744 which expires on 12/30/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1265775940)

.4 Other documents:

(List other documents, if any, forming part of the Master Agreement.)

This Master Agreement entered into as of the day and year first written above.

OWNER (Signature)

Shane McFarland, Mayor

(Printed name and title)


ARCHITECT (Signature)

Timothy Piansay, Principal

(Printed name, title, and license number, if required)

Init.

AIA Document B121 - 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects" "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:30:23 CT on 01/15/2026 under Order No.4104246744 which expires on 12/30/2026, is not for resale, is licensed for one-time use only and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

10

(1265775940)

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: FY26 City Manager Approved Budget Amendments

Department: Finance

Presented by: Amanda DeRosia, Finance Director

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

Notification to Council of City Manager approved budget amendments.

Background Information

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Planning

For the purchase of a new vehicle for the additional landscape inspector. Move \$38,000 from Unforeseen Contingencies.

For consulting contract with Thrivence, LLC to enhance Planning's overall effectiveness, and for the shelving installation project started in FY25. Move \$64,800 from Unforeseen Contingencies.

Solid Waste

For upcoming vehicle repairs. Move \$70,000 from Solid Waste operating budget to Machinery & Equipment.

Golf

For the purchase of Machinery & Equipment. Move \$7,500 from Golf's operating budget to Machinery & Equipment.

Administration

For the purchase of a new copier. Move \$10,000 from Unforeseen Contingencies to Office Machinery and Equipment.

Human Resources

For the purchase of a new copier. Move \$10,000 from HR's Professional Services account to Office Machinery and Equipment.

Transportation

For the purchase of two knuckle boom trucks for \$60,000 each. Move \$120,000 from Contractual Services to Transportation Equipment.

Fire

For the roofing project at Station 2. Move \$35,000 from Unforeseen Contingencies to

Building Expense.

Council Priorities Served

Responsible budgeting

Inter-Fund budget amendments reallocate resources in an efficient manner.

Fiscal Impact

The transfers within the General Funds will have no effect on fund balance.

Attachments

Detailed Inter-Fund Budget Requests



Inter-Fund Budget Amendment Request

Mr. Gore,

Submitted for your approval, per Ordinance 15-0-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2026

Move funds from:

Org	<u>10130008</u>
Object	<u>599909</u>
Acct Name	<u>Unforeseen Contingencies</u>
Amount	<u>\$ 38,000.00</u>

Move funds to:

Org	<u>10119009</u>
Object	<u>594100</u>
Acct Name	<u>Transp Equipment</u>
Amount	<u>\$ 38,000.00</u>

Explanation: Move funds from Unforeseen Contingencies to Planning - Transportation Equipment for the purchase of a new vehicle for additional landscape inspector. Approved as supplemental budget request, but inadvertently not included in final budget.

Amanda DeRosia
Department Head Signature

Shannon Gartung
Reviewed by Finance

09/22/2025
Date

9/22/25
Date

Approved

Declined

Ron W. Gartung
City Manager

9/22/25
Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Gore,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2026

Move funds from:

Org	<u>10130008</u>
Object	<u>599909</u>
Acct Name	<u>Unforeseen Contingencies</u>
Amount	<u>\$ 64,800.00</u>

Move funds to:

Org	<u>10119008</u>
Object	<u>520000</u>
Acct Name	<u>Contractual Services</u>
Amount	<u>\$ 45,000.00</u>

Move funds to:

Org	<u>10119009</u>
Object	<u>594901</u>
Acct Name	<u>Furniture & Fixtures</u>
Amount	<u>\$ 19,800.00</u>

Explanation: Move \$45,000 from Unforeseen Contingencies to Planning for consulting contract with Thrivence, LLC

to enhance the Planning department's operational effectiveness.

Move \$19,800 from Unforeseen Contingencies to Planning for shelving installation. It was Finance's understanding

that the shelving project would be done prior to July 1, but it extended into FY26.

Amanda DeRosia

Department Head Signature

Shannon Gartung

Reviewed by Finance

10/22/2025

Date

10/20/2025

Date

Approved

Dan W. Gore

Declined

City Manager

10/23/25

Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



Inter-Fund Budget Amendment Request

Mr. Gore,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2026

Move funds from:

Org	<u>10314008</u>
Object	<u>526101</u>
Acct Name	<u>Fleet - Repair & Maintenance</u>
Amount	<u>\$ 70,000.00</u>

Move funds to:

Org	<u>10314009</u>
Object	<u>594000</u>
Acct Name	<u>Machinery & Equipment</u>
Amount	<u>\$ 70,000.00</u>

Explanation: Move \$70,000 to Machinery & Equipment from operating budget to better align with Solid Waste's upcoming vehicle repair expenditures.

Russell Dossert

Department Head Signature

11/3/2025

Date

Shannon Gartung

Reviewed by Finance

11/3/2025

Date

Approved

Ron W. Gartung

Declined

City Manager

11/4/25

Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



Inter-Fund Budget Amendment Request

Mr. Gore,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2026

Move funds from:

Org	<u>10414228</u>
Object	<u>532100</u>
Acct Name	<u>Agriculture and Hort. Supplies</u>
Amount	<u>\$ 6,500.00</u>

Move funds to:

Org	<u>10414229</u>
Object	<u>594000</u>
Acct Name	<u>Machinery and Equipment</u>
Amount	<u>\$ 7,500.00</u>

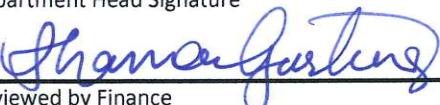
Move funds from:

Org	<u>10414228</u>
Object	<u>532000</u>
Acct Name	<u>Operating Supplies</u>
Amount	<u>\$ 1,000.00</u>

Explanation: Move \$7,500 to Bloomfield Golf's fixed asset budget from their operating budget to cover the purchase of Machinery and Equipment.


Department Head Signature

11/5/25

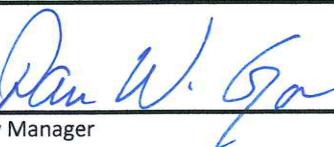

Reviewed by Finance

11/5/25

Approved

Declined

City Manager


Dan W. Gore

Date

11/5/25

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Gore,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2026

Move funds from:

Org	<u>10130008</u>
Object	<u>599909</u>
Acct Name	<u>Unforeseen Contingencies</u>
Amount	<u>\$ 10,000.00</u>

Move funds to:

Org	<u>10111009</u>
Object	<u>594700</u>
Acct Name	<u>Office Machinery and Equipment</u>
Amount	<u>\$ 10,000.00</u>

Explanation: Move \$10,000 from Unforeseen to Administration's fixed asset account - Machinery and Equipment.

Amanda DeRosia

Department Head Signature

11/20/2025

Date

Shannon Gartung

Reviewed by Finance

11/20/25

Date

Approved

Dan W. Gore

Declined

City Manager

11/20/25

Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Gore,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2026

Move funds from:

Org	<u>10118008</u>
Object	<u>525000</u>
Acct Name	<u>Professional Services</u>
Amount	<u>\$ 10,000.00</u>

Move funds to:

Org	<u>10118009</u>
Object	<u>594700</u>
Acct Name	<u>Office Machinery and Equipment</u>
Amount	<u>\$ 10,000.00</u>

Explanation: Move \$10,000 from Professional Services to HR's fixed asset account - Machinery and Equipment to cover the purchase of a new copier.

Shannon Gartung

Department Head Signature

12/4/2025

Date

Shannon Gartung

Reviewed by Finance

12/4/25

Date

Approved

City Manager

12/5/25

Date

Declined

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



Inter-Fund Budget Amendment Request

Mr. Gore,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2026

Move funds from:

Org	<u>10314008</u>
Object	<u>520000</u>
Acct Name	<u>Contractual Services</u>
Amount	<u>\$ 120,000.00</u>

Move funds to:

Org	<u>10314009</u>
Object	<u>594100</u>
Acct Name	<u>Trans Equipment</u>
Amount	<u>\$ 120,000.00</u>

Explanation: Move \$120,000 to Transportation Equipment from operating budget to purchase two knuckle boom trucks for \$60,000 each.

Russell Bassett
Department Head Signature

12/18/2025

Shannon Gartung
Reviewed by Finance

12/19/2025

Approved

Declined

City Manager

Date

12/19/25

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.



Inter-Fund Budget Amendment Request

Mr. Gore,

Submitted for your approval, per Ordinance 15-0-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2026

Move funds from:

Org	<u>10130008</u>
Object	<u>599909</u>
Acct Name	<u>Unforeseen Contingencies</u>
Amount	<u>\$ 35,000.00</u>

Move funds to:

Org	<u>10211009</u>
Object	<u>592000</u>
Acct Name	<u>Buildings Expense</u>
Amount	<u>\$ 35,000.00</u>

Explanation: Move funds from Unforeseen to Fire Building Expense to cover the roofing project at Station 2.

Mark McClellan
Department Head Signature

1-8-24
Date

Shannon Gartung
Reviewed by Finance

1-13-26
Date

Approved

1/13/26
Date

Declined

City Manager

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 1/22/2026

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Raymond Hillis

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 from Read to Succeed, Rutherford County Area Habitat for Humanity and Murfreesboro Parks and Recreation to hang banners over East Main Street.

Staff Recommendation

Approve banner to be displayed as follows:

1. Read to Succeed from January 30, 2026 to February 6, 2026
2. Rutherford County Habitat for Humanity from October 28, 2026 to November 9, 2026
3. Murfreesboro Parks and Recreation from December 7, 2026 to December 14, 2026

Background Information

The Read to Succeed Unplug & Read event encourages families to unplug from electronics in the month of February and come together and enjoy the benefits of reading.

Rutherford County Habitat for Humanity will hold their annual Cookin' to Build a fundraising event to help Habitat's mission of eliminating poverty.

Murfreesboro Parks and Recreation will host the annual Christmas parade, bringing the community together for Holiday fun for more than 40 years.

Council Priorities Served

Establish strong City brand

Banners hung across East Main Street engage our community in various activities and communicate special events to the public thereby enhancing the city's reputation through active community involvement.

Fiscal Impact

None.

Attachments

Letter of request from Read to Succeed

Letter of request from Rutherford County Habitat for Humanity

Letter of request from Murfreesboro Parks and Recreation



January 5, 2026

City of Murfreesboro
Lisa Mangrum
620 West Main Street
Murfreesboro, TN 37130

Dear Mayor McFarland and City Council,

Read To Succeed requests permission to hang a banner across East Main Street for the following dates: January 30, 2026 - February 6, 2026. This banner will promote our annual *Unplug & Read!* event that will take place during the entire month of February. *Unplug & Read!* is a community-wide initiative encouraging adults, children, and families to unplug from television, computers, phones, and video games to enjoy the pleasures and benefits of reading.

I have spoken with Lisa Mangrum, and she has indicated that these dates are available.

Thank you in advance for your consideration of this request. Any return correspondence can be sent to me c/o Read To Succeed, 910-A Ridgely Road Murfreesboro, TN 37129.

Sincerely,



Jolene Radnoti

Executive Director

615-738-7323

joleneradnoti@readtosucceed.org

Read To Succeed · P.O. Box 12161 · Murfreesboro, TN 37129

Read To Succeed improves lives in Rutherford County by offering free literacy programs and events for adults and children.



Rutherford County Area
Habitat
for Humanity®

December 10, 2025

City of Murfreesboro
Lisa Mangrum
620 West Main Street
Murfreesboro, TN 37130

Dear Mayor and City Council,

My name is Megan Hutchings, and I am the Community Outreach Coordinator for Rutherford County Habitat for Humanity. Each fall we have a special event called **Cookin' to Build**.

Cookin' to Build is held on the Murfreesboro Public Square and it showcases soup, stew, and chili recipes from local businesses, organizations, and individuals. There is an admission price, and it includes the choice of a hand painted bowl that you get to take home, endless samples of the various recipes, a drink, a dessert, and live entertainment. All the money raised from the event goes towards Habitat's mission of eliminating poverty housing. The 19th Annual Cookin' to Build is scheduled to take place on November 7, 2026.

I am writing this letter to seek your approval to put a banner on Main Street to advertise Cookin' to Build. We would like to put the banner up October 28th – November 9th. Please consider approving this request.

Sincerely,

Megan L. Hutchings



To: City Council

December 18, 2025

The department of Parks and Recreation for the City of Murfreesboro would like to request permission to hang our Murfreesboro Christmas Parade banner across Main Street at Central High School during the open dates of December 7th through December 14th, 2026. Hanging the banner will generate excitement and awareness as we are near the time of the parade. It will also serve as a focal point during the parade route and aid in spotlighting our holiday festivities.

The 2026 Murfreesboro Christmas Parade is set for Sunday, December 13th at 2 pm. This event has been a highlight of the Christmas time festivities in Murfreesboro for more than 40 years. The parade usually has around 160 entries and includes area businesses, schools, churches, and civic organizations. The route typically starts near MTSU campus, travels down Main Street, and ends in our historic town square. The theme will be released in July and is certain to set the scene for an amazing holiday season.

Murfreesboro Parks and Recreation Department is dedicated to providing vibrant public spaces and inclusive programs delivered with visionary leadership and caring staff that engage the individual and strengthen the quality of life of our community.

If you have any questions or need more information, please contact me at 615.890.5333 extension 6805.

Sincerely,

Lynn Caldwell, Marketing Supervisor

Parks & Recreation Department

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Agreement with Trimble Technology for additional CWOL Users

Department: Information Technology

Presented by: Matt Jarratt – Director of Information Technology

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 a quote to add authorized users to the Cityworks AMS & PLL Cityworks Online (CWOL) Enterprise License Agreement (ELA).

Staff Recommendation

Approve adding 80 named logins to Cityworks Online (CWOL) - 40 logins to the Cityworks AMS Premium ELA and 40 logins to the Cityworks PLL Standard ELA.

Background Information

The contract with Trimble is structured as a multi-year agreement, with annual charges applied to each fiscal year's budget. Council approval will ensure renewals will occur automatically without additional approval, provided that the necessary budgeted amounts are confirmed and allocated. As more workflows are adopted, staff anticipates that additional CWOL logins will be required in the future. This expense is budgeted each fiscal year and may vary based on the number of licensed employees each year.

Year 1 is prorated at \$3,288 and year 2 is \$10,000 for a total increase of \$13,288 to the remaining year and a half left in the current term. The total contract cost for the upcoming term, which begins April 30, 2026, and ends April 29, 2027, will increase from \$263,000 to \$273,000. As staffing levels and workflow adoption increase, adjustments to the number of named logins may be necessary but costs will remain subject to annual budget review and approval.

Council Priorities Served

Responsible budgeting

The agreement supports operational stability for the City's Asset Management and Permit, Land, License solution.

Fiscal Impact

The additional expense, or \$13,288, will be funded through IT's operating budget.

Attachments

Trimble Quote



Azteca Systems, LLC - Cityworks
5475 Kellenburger Road
Dayton, OH 45424

Quote Number Q-44273-5
Created Date 12/29/2025
Expiration Date 12/31/2025

Contact Information

Contact Name: Prepared By Name: Joe Rubisch
 Customer: Murfreesboro (TN), City of Prepared By Phone: (801) 523-2751
 Contact Address: 111 W Vine St
Murfreesboro, TN
37130

Quote Lines

Product Name	Quantity/Population	Net Unit Price
AMS ELA Premium	1.00	USD 1,906.85
Authorized Users	40.00	USD 0.00
PLL ELA Standard	1.00	USD 1,380.82
Authorized Users	40.00	USD 0.00
	TOTAL:	USD 3,287.67

Notes

Year 1 Dollar Value	USD 3,287.67	Year 1 Date Range	12/31/2025 - 04/29/2026*
Year 2 Dollar Value	USD 273,000.00	Year 2 Date Range	04/30/2026 - 04/29/2027

Notes:

Quote adds 40 Logins to the AMS Premium ELA & 40 logins to the PLL Standard ELA.

Updated License:

Server AMS Premium Cityworks Online Enterprise License Agreement (ELA), Includes the Identified Products for up to 115 Named Login Products:

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Contracts

Cityworks for Excel

Cityworks Analytics for AMS

eURL (Enterprise URL)

Operational Insights

Workload

Web Hooks

OpX

1 Sandbox

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Server PLL Standard Cityworks Online Enterprise License Agreement (ELA), Includes the Identified Products for up to 91 Named Login:
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)

Public Access for PLL

Cityworks Analytics for PLL

Workload

Web Hooks

Case API - Extended for use with OnBase integration only

1 Sandbox

Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 150,001 - 200,000 population range

*Fee for Year 1 reflects products added at \$10,000.00/year and is pro-rated for a period of 12/31/2025 - 04/29/2026. Current Renewal Amount of \$131,500.00 for period 10/30/2025 - 04/29/2026 has previously been paid.

DISCLAIMER—

PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS KEY COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Mayor

Title

____ / ____ / ____

Date

Signed by:

APPROVED AS TO FORM

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

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Amendment Five to Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant Contract

Department: Police

Presented by: Chief 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 amendment five to Tennessee Law Enforcement Hiring, Training and Recruitment Program grant contract.

Staff Recommendation

Approve the grant amendment.

Background Information

Council approved the State Grant Contract for the Tennessee Law Enforcement Hiring, Training and Recruitment Program on August 10, 2023. The State has recently submitted Amendment Five to the grant contract. The only change is to the process of submitting invoices for reimbursement. There is no change to the term or grant award.

Council Priorities Served

Maintain public safety

Hiring and retention of qualified law enforcement personnel to effectively address public safety concerns.

Fiscal Impact

None.

Attachments

Amendment Five to Grant Contract



GRANT AMENDMENT

Agency Tracking # 33501-2648265	Edison ID Non-Edison Contract 77833-79	Contract # Non-Edison Contract 77833-79	Amendment # 5																																																		
Contractor Legal Entity Name City of Murfreesboro			Edison Vendor ID 0000004110																																																		
Amendment Purpose & Effect(s) To change the State's contact information in Contract Section C.5., Invoice Requirements, and in Section D.8., Communications, and to update Grant Contract Attachment A, Grant Budget.																																																					
Amendment Changes Contract End Date:		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	End Date: March 19, 2029																																																		
TOTAL Contract Amount <u>INCREASE</u> or <u>DECREASE</u> <u>per this Amendment</u> (zero if N/A): \$ 0.00																																																					
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2024</td> <td>\$83,333.33</td> <td></td> <td></td> <td></td> <td>\$83,333.33</td> </tr> <tr> <td>2025</td> <td>\$83,333.33</td> <td></td> <td></td> <td></td> <td>\$83,333.33</td> </tr> <tr> <td>2026</td> <td>\$83,333.33</td> <td></td> <td></td> <td></td> <td>\$83,333.33</td> </tr> <tr> <td>2027</td> <td>\$83,333.33</td> <td></td> <td></td> <td></td> <td>\$83,333.33</td> </tr> <tr> <td>2028</td> <td>\$83,333.34</td> <td></td> <td></td> <td></td> <td>\$83,333.34</td> </tr> <tr> <td>2029</td> <td>\$83,333.34</td> <td></td> <td></td> <td></td> <td>\$83,333.34</td> </tr> <tr> <td>TOTAL:</td> <td>\$500,000.00</td> <td></td> <td></td> <td></td> <td>\$500,000.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount	2024	\$83,333.33				\$83,333.33	2025	\$83,333.33				\$83,333.33	2026	\$83,333.33				\$83,333.33	2027	\$83,333.33				\$83,333.33	2028	\$83,333.34				\$83,333.34	2029	\$83,333.34				\$83,333.34	TOTAL:	\$500,000.00				\$500,000.00
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount																																																
2024	\$83,333.33				\$83,333.33																																																
2025	\$83,333.33				\$83,333.33																																																
2026	\$83,333.33				\$83,333.33																																																
2027	\$83,333.33				\$83,333.33																																																
2028	\$83,333.34				\$83,333.34																																																
2029	\$83,333.34				\$83,333.34																																																
TOTAL:	\$500,000.00				\$500,000.00																																																
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE																																																		
Speed Chart (optional)		Account Code (optional)																																																			

**AMENDMENT FIVE
OF CONTRACT 77833-79**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section C.5. is deleted in its entirety and replaced with the following:

C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing - Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

Executive Secretary, POST Commission
3025 Lebanon Pike
Nashville, TN 37214
POST.grants@tn.gov

- a. Each Cost Sharing - Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Grantee Name.
 - (2) Name and Signature of the Grantee's Chief.
 - (3) The Invoice Date.
 - (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer's start date with Grantee on Grantee's active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.
- b. The Grantee understands and agrees to all of the following:
 - (1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:
 - (1) Grantee's Edison ID;
 - (2) Contract Number (assigned by the State);
 - (3) Invoice Number (assigned by the State);
 - (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
 - (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

2. Grant Contract Section D.8. is deleted in its entirety and replaced with the following:

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:

Executive Secretary, POST Commission
 3025 Lebanon Pike
 Nashville, TN 37214
POST.grants@tn.gov

The Grantee:

Amy Denton, Lieutenant
 City of Murfreesboro/Murfreesboro Police Department
 1004 N. Highland Avenue
 Murfreesboro, TN 37133-1139
 Email 0316@murfreesborotn.gov
 Telephone 629-201-5580

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.

3. Grant Contract Attachment A (Grant Budget) is deleted in its entirety and replaced with the new Attachment A (Grant Budget) attached hereto.

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

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE	DATE
--------------------------	-------------

PRINTED NAME AND TITLE OF SIGNATORY (above)	
--	--

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER	DATE
--------------------------------------	-------------

ATTACHMENT A

GRANT BUDGET				
City of Murfreesboro/Murfreesboro Police Department				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$500,000.00	0.00	\$500,000.00
25	GRAND TOTAL	\$500,000.00	0.00	\$500,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to the Grantee to make bonus payments to Eligible Officers	\$500,000.00
TOTAL	\$500,000.00

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Donation of a Used Police Vehicle to Huntland Police Department

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 donation of a used police vehicle to Huntland Police Department.

Staff Recommendation

Approve the donation of a used police vehicle to Huntland Police Department.

Background Information

MPD tries to assist other law enforcement agencies when possible and Huntland PD can benefit from the donation of a used police vehicle that is scheduled for replacement.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

Surplus Property Disposal Forms

City of Murfreesboro

Surplus Property Disposal Form

City Department

Police Department

Short description of surplus property

2015 Ford Explorer

Unit 1505

Check the proposed method of disposal.

Sell	Estimated value	_____
	Reserve value (Do not sell below this amt)	\$ _____
Trade-In	Trade-in value	_____
Transfer	To whom?	_____
Donate	To whom? <u>Huntland Police Dept</u>	Estimated value <u>\$2,500</u>
Throw away	_____	_____
Recycle	_____	_____

Describe the Surplus Property:

Approximate age	<u>10 yr</u>	Estimated original cost	<u>\$35,000 estimate</u>
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	_____

Condition of surplus property:

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

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

VIN 1FM5K8AR5FGB52010

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

Trade-in value	Equipment dealer	_____
Appraisal	Completed online auctions	_____
Kelley Blue Book	Depreciated value	_____
	Other (Describe)	<u>average GovDeals sale</u>

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

Signed R.W.H. (Department Head)

D-23-25

Date

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

Signed Richie J. Murray (Fixed Assets Manager)

1-8-26

Date

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

Signed Dann W. G. (City Manager or Assist. City Manager)

1/8/26

Date

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

**CITY OF MURFREESBORO
DONATION OF ONE USED POLICE VEHICLES**

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

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

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

TABLE-1 DONATED VEHICLES					
Unit#	Year	Make	Model	Mileage	VIN
1505	2015	Ford	Explorer	72,810	1FM5K8AR5FGB52010

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

Signed by:



2430FEE75D2A4B9...

Daren Gore, City Manager

APPROVED AS TO FORM:

Signed by:



43A2035E51F9401...

Adam F. Tucker, Murfreesboro City Attorney

HUNTLAND POLICE DEPARTMENT

Printed: _____

Title: _____

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Mandatory Referral for Dedication of Electric Easements along Barfield Road and Veterans Parkway

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 electric easements on City-owned property located along Barfield Road and Veterans Parkway.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval of this request at its January 7, 2026 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of electric easements for use by Middle Tennessee Electric (MTE) on property that the City owns along both Barfield Road and Veterans Parkway. The property in question is primarily developed with the Stones River Greenway and Barfield-Crescent Park. The proposed easements will be recorded to accommodate proposed electric infrastructure improvements in the Barfield Road/Veterans Parkway area. More specifically, according to the letter from MTE, MTE "needs to upgrade electric lines" to "accommodate the electric load in the area".

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

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

payment of the recording fee.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE with infrastructure improvements in the Barfield Road/Veterans Parkway area.

Attachments:

1. Planning Commission staff comments from 01/07/2026 meeting
2. Letter from MTE
3. Exhibits of the proposed easement
4. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 7, 2026
PROJECT PLANNER: MARC SHACKELFORD-ROWELL**

6. b. Mandatory Referral [2025-720] to consider the dedication of electric easements on City-owned properties located along Barfield Road and Veterans Parkway, Middle Tennessee Electric applicant.

In this mandatory referral, the Planning Commission is being asked to consider the dedication of electric easements on City-owned properties located along Barfield Road and Veterans Parkway. The properties in question are primarily developed with the Stones River Greenway. The reason for this request is to allow MTE (Middle Tennessee Electric) to upgrade powerlines along Barfield Road and Veterans Parkway to better “accommodate the electric load in the area”.

Exhibits showing the location of the proposed powerline easement are included in the agenda materials, as well as a letter of explanation from the MTE. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

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



City of Murfreesboro Mandatory Referral Application

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

Mandatory Referral Fees:

Mandatory Referral, **INCLUDING** abandonment of right-of way..... \$350.00
Mandatory Referral, **NOT INCLUDING** abandonment of right-of-way..... \$150.00

113/005.09,036.09

113P/B/028.01

Property Information: **114/011.00,012.10**

124/009.03,009.08,009.10

125/017.01,018.00,019.00,020.00

Tax Map/Group/Parcel: Address (if applicable):

Street Name (if abandonment of ROW) **Barfield Road and Veteran's Parkway**

Type of Mandatory Referral: Powerline Easement

Applicant Information:

Derrick Lynch

Name of Applicant:

Company Name (if applicable): **Middle TN Electric**

Street Address or PO Box: **555 New Salem Highway**

City: **Murfreesboro**

State: **Tennessee**

Zip Code: **37129**

Email Address:

Phone Number: **615-494-1573**

Required Attachments:

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



Applicant Signature

12/15/2025

Date

December 15, 2025

City of Murfreesboro

To whom it may concern,

Middle Tennessee Electric is planning to relocate its power line along Barfield Road and Veteran's Parkway soon. MTE needs to upgrade electric lines from single to triple circuit to accommodate the electric load in the area. This upgrade will require taller poles, which will all be steel, and some relocations.

Our goal is to maintain a safe and reliable electric grid, and this design will ensure that we can maintain our historically reliable electric system. We would like to extend the opportunity for a discussion regarding this project.

Enclosed you will find preliminary drawings that illustrate the proposed plans as it relates to your property. Also, we have attached a copy of Middle TN Electric's Right-of-way easements. If you do not have any questions about the scope of work, you may sign this easement and return to us in the enclosed envelope. We also request this easement to be notarized.

Our desire is to work with you to answer any questions you may have, and we are happy to listen to any concerns you have about this request. If you have any questions, please let me know.

Sincerely,



Derrick Lynch
Project Engineer

615-494-1573



Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16696978

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:	113	Group:	005.09
Address	2091		Barfield Rd		Murfreesboro	37128
	House/building#		Street/Road Name		City	Zip

and such Property being of record in Deed Book 968, Page 1209, 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 bargainer(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.

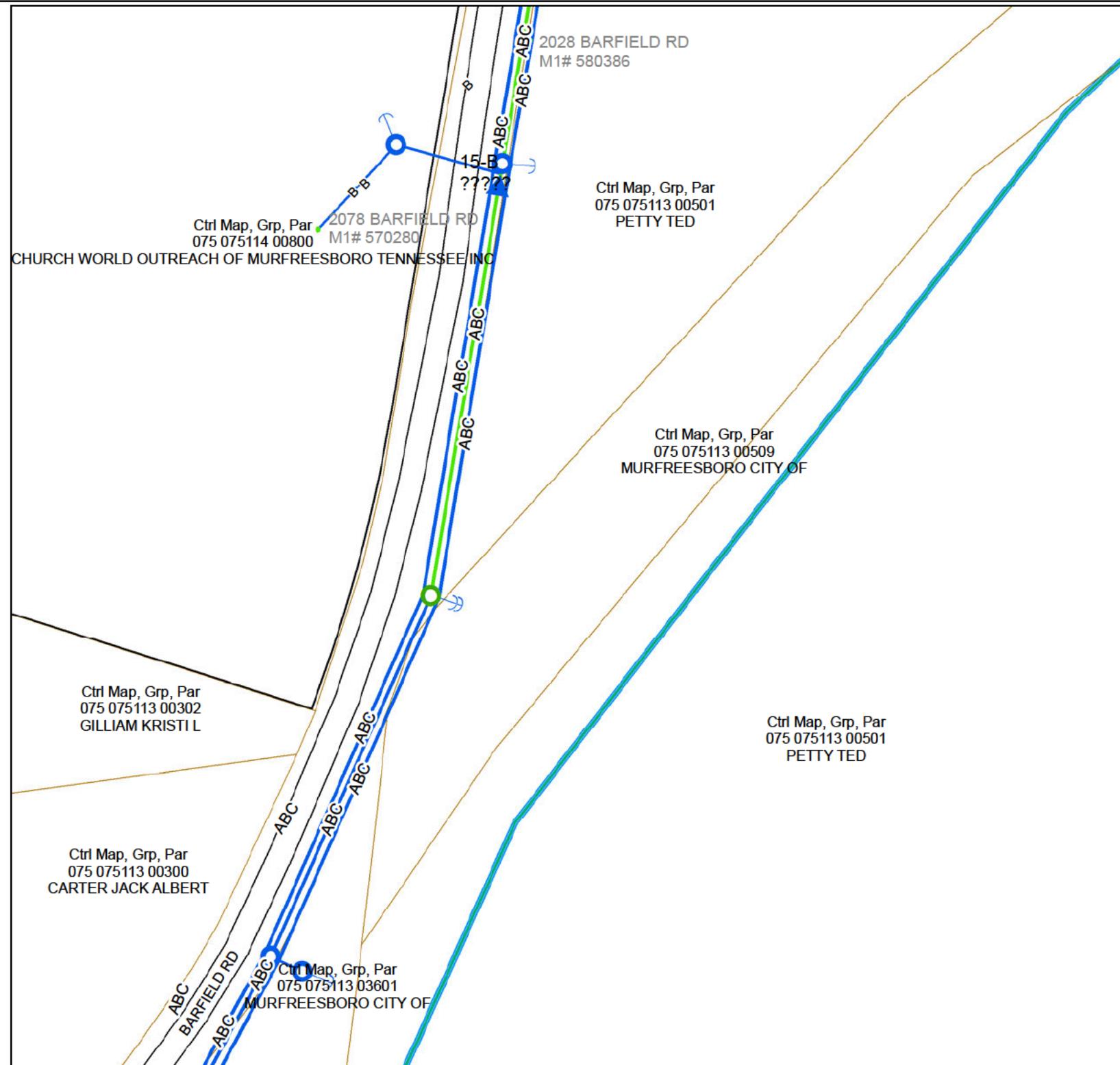
On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Disclaimer:

Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy, and in particular, its accuracy as to Underground Conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. Independent verification of all information should be obtained by the User. This is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT. All data and materials Copyright © 2005 All Rights Reserved.

Job Number: 16696978

Location: Barfield Road Triple Circuit
Description:

Map: 5347-Q

Circuit:

Protective Device:

Switch Number:

Scale: 1 inch = 100 feet

Print Date: 4/11/2025

Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16696978

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:	113	Group:	_____	Parcel:	036.01
Address	2133		Barfield Rd		Murfreesboro		37128	
	House/building#		Street/Road Name		City		Zip	

and such Property being of record in Deed Book 1187, Page 3655, 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 bargainer(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.

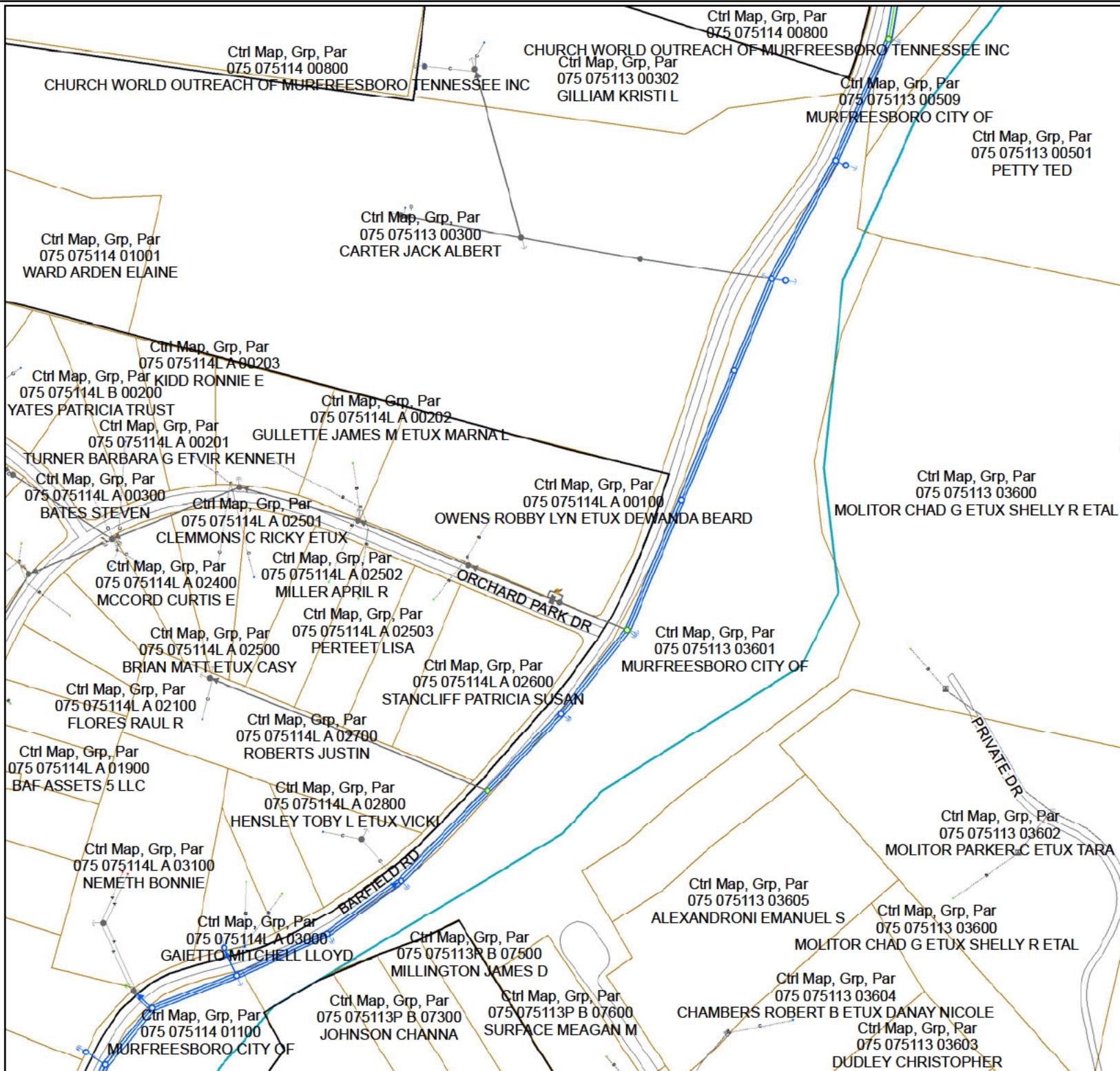
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Disclaimer:

Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy, and in particular, its accuracy as to Underground Conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. Independent verification of all information should be obtained by the User. This is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT. All data and materials Copyright © 2005 All Rights Reserved

Job Number: 16696978

Location: Barfield Road Triple Circuit

Description:

Map: 5347-L

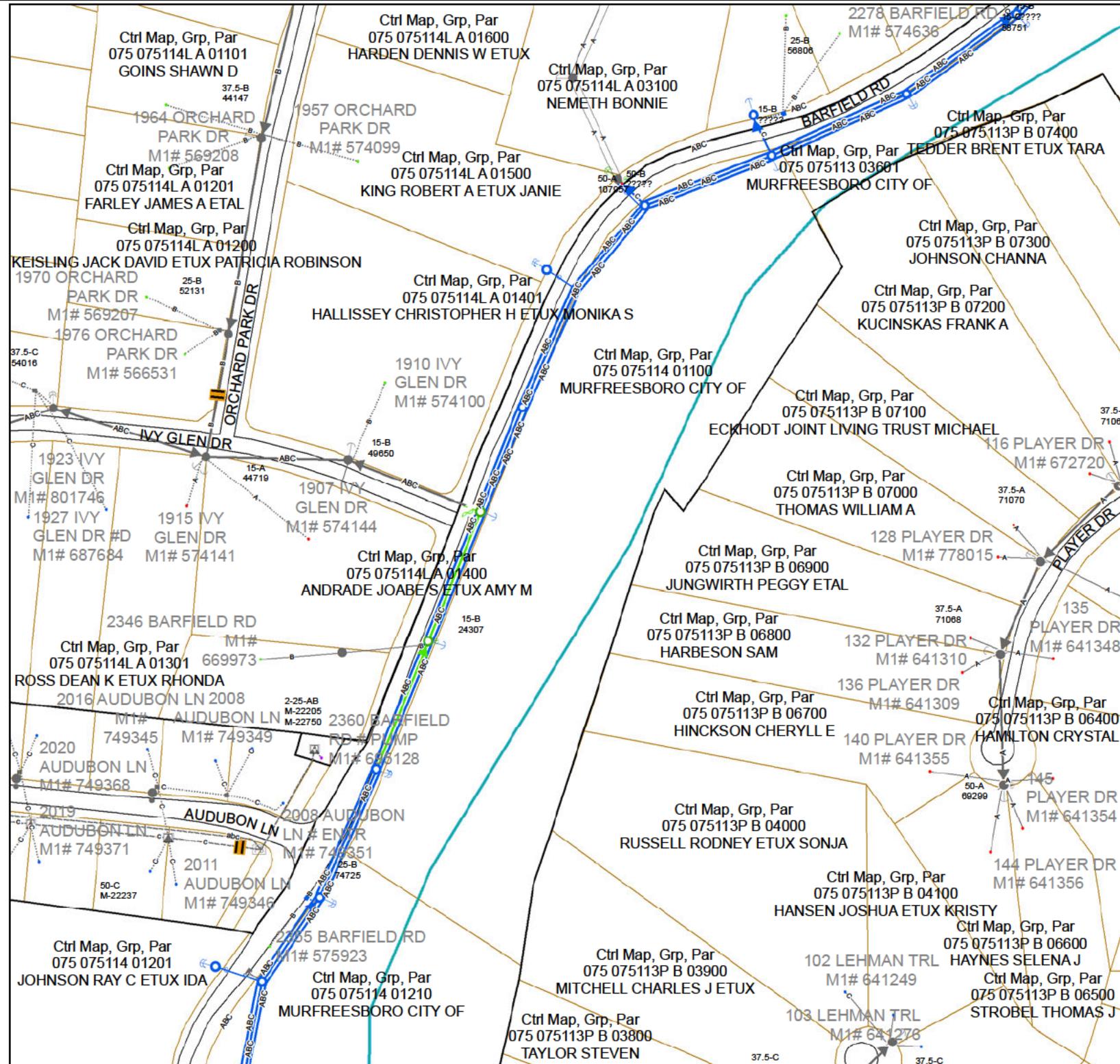
Circuit:

Protective Device:

Switch Number:

Scale: 1 inch = 300 feet

Print Date: 4/11/2025



Disclaimer

Middle Tennessee Electric Membership Corporation
makes no representation or warranty as to map accuracy,
and in particular, its accuracy as to Underground
Conductor locations, property boundaries, rights-of-ways,
or placement and location of any map features or data.
Independent verification of all information should be
obtained by the User. This is NOT A LEGALLY BINDING
OR CERTIFIED DOCUMENT. All data and materials
Copyright © 2005 All Rights Reserved

Job Number: 16696978

Location: Barfield Road Triple Circuit
Description:

Map: 5347-K

Circuit:

Protective Device

Switch Number:

Sample size = 200 feet

Print Date: 4/11/2025

Right-of-Way Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16696978

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:	114	Group:	012.10
Address			Barfield Rd		Murfreesboro	37128
		House/building#		Street/Road Name	City	Zip

and such Property being of record in Deed Book 1190, Page 2682, 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 bargainer(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.

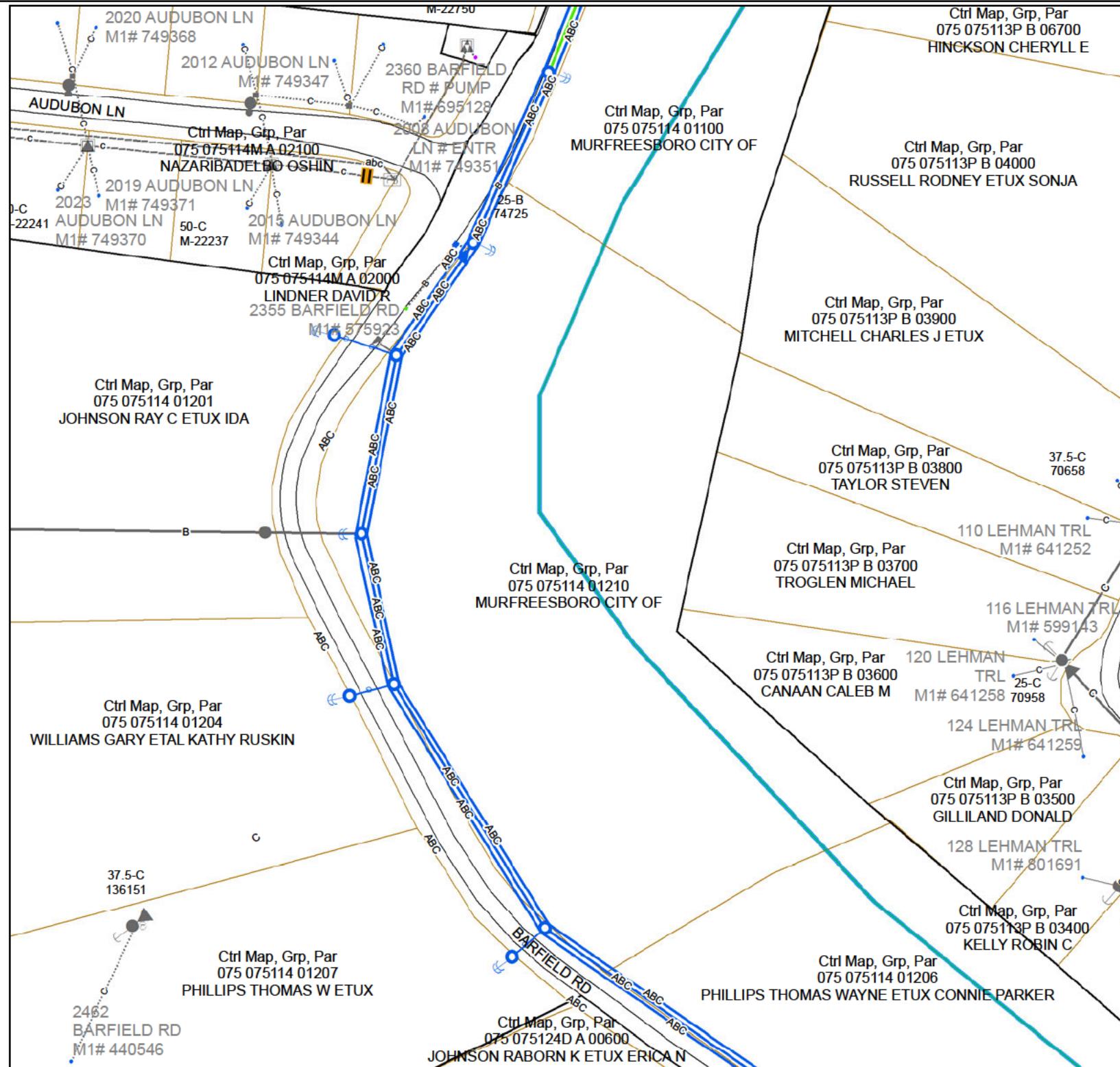
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Disclaimer:

Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy, and in particular, its accuracy as to Underground Conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. Independent verification of all information should be obtained by the User. This is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT. All data and materials Copyright © 2005 All Rights Reserved

Job Number: 16696978

Location: Barfield Road Triple Circuit
Description:

Map: 5347-F

Circuit:

Protective Device:

Switch Number:

Scale: 1 inch = 150 feet

Print Date: 4/11/2025

Right-of-Way Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16705930

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:	124	Group:	009.03
Address			Barfield Rd		Murfreesboro	37128
		House/building#		Street/Road Name	City	Zip

and such Property being of record in Deed Book 1234, Page 1528, 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 bargainer(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.

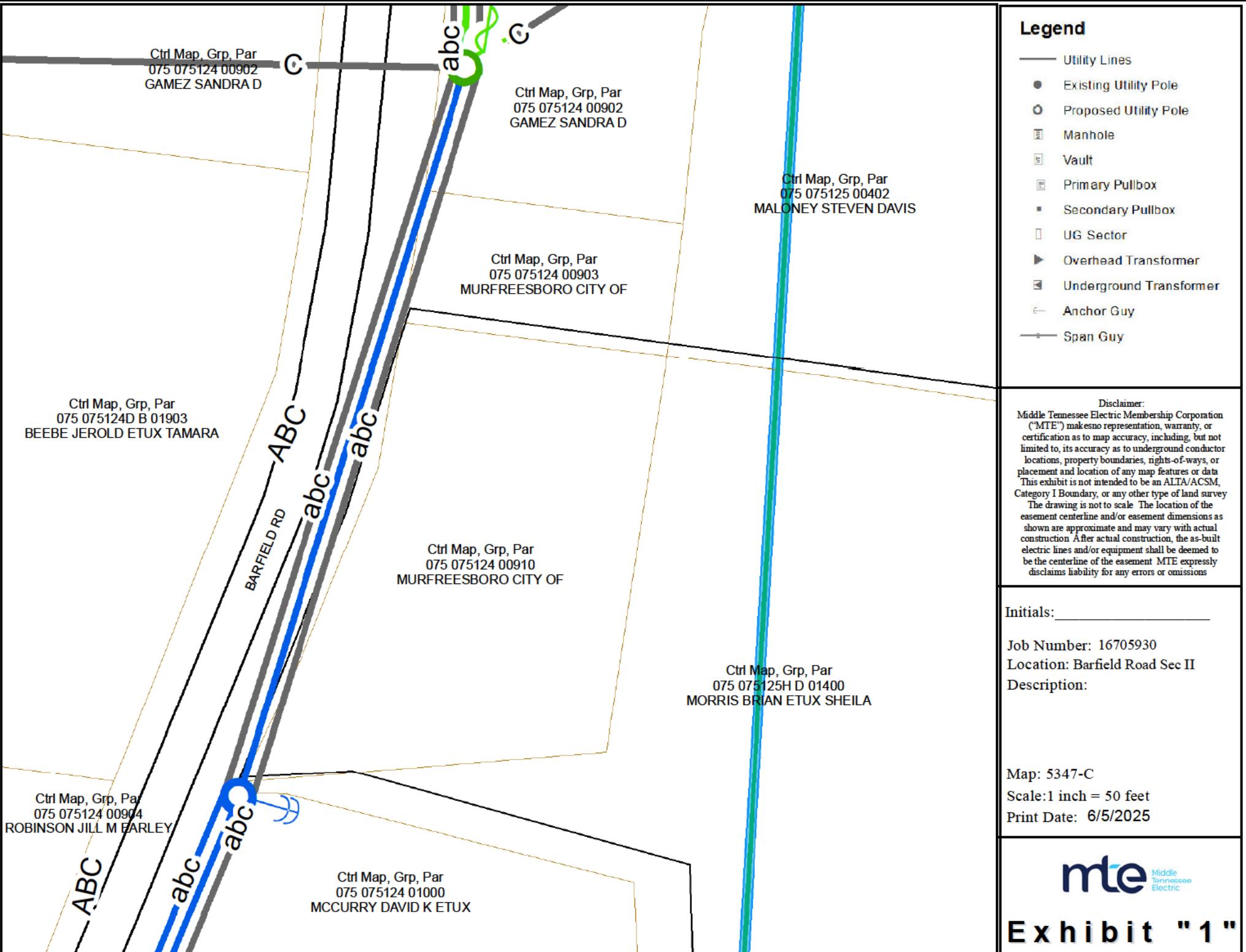
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Right-of-Way Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16705930

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:	124	Group:	009.08
Address			Barfield Rd		Murfreesboro	37128
		House/building#		Street/Road Name	City	Zip

and such Property being of record in Deed Book 1233, Page 2923, 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 bargainer(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.

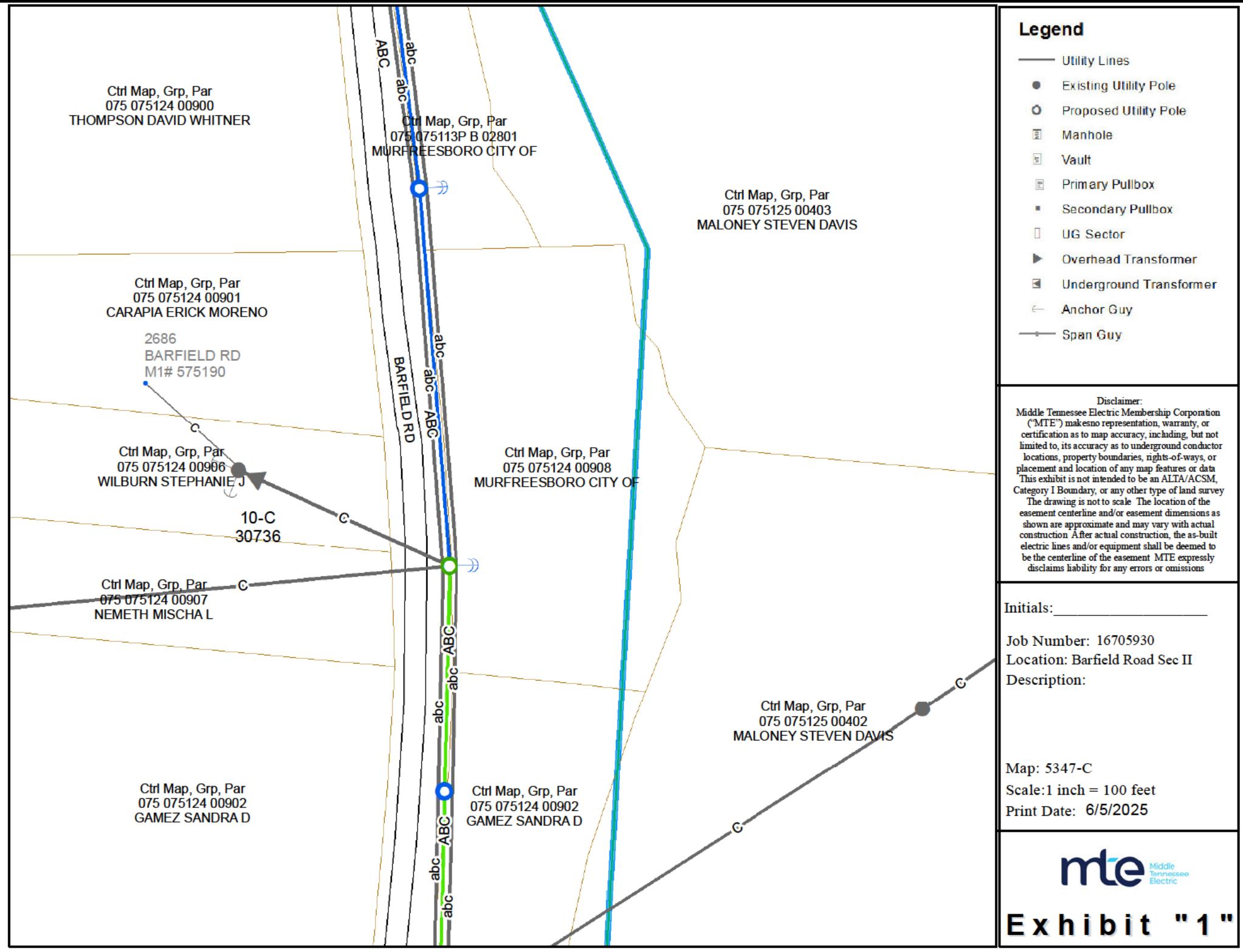
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Right-of-Way Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16705930

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:	124	Group:	009.10
Address			Barfield Rd		Murfreesboro	37128
		House/building#		Street/Road Name	City	Zip

and such Property being of record in Deed Book 1200, Page 3306, 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 bargainer(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.

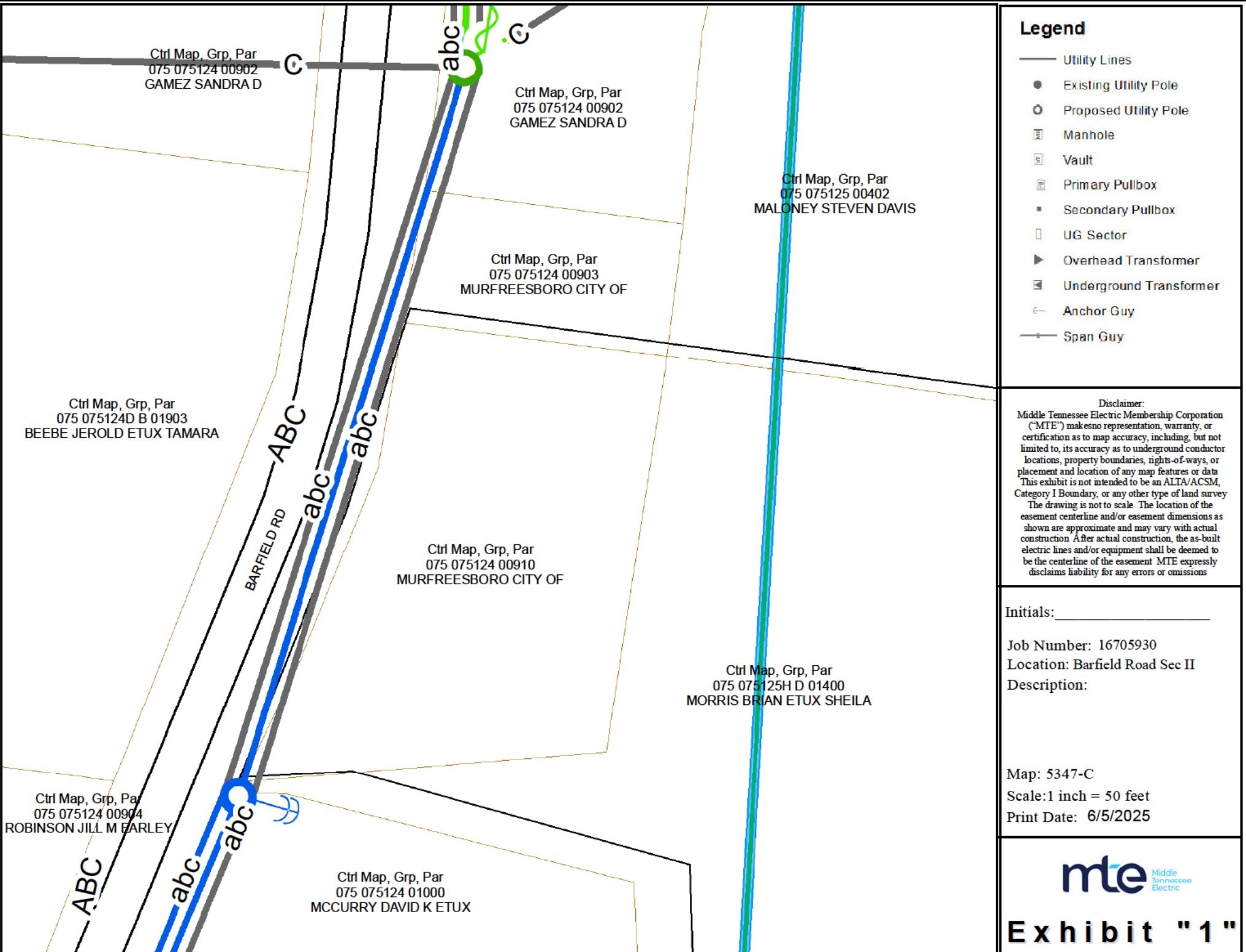
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Right-of-Way

Easement

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



Service Location # **16705930** Meter Set SO # **16705930** WO# **16705930**

Meter Set SO #

WO# 16705930

Grantor: City of Murfreesboro And/by _____

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: 113P Group: B Parcel: 028.01
Address Barfield Rd Murfreesboro 37128
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 1231, Page 1544, 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

STATE OF

COUNTY OF

On the ____ day of _____, 202____

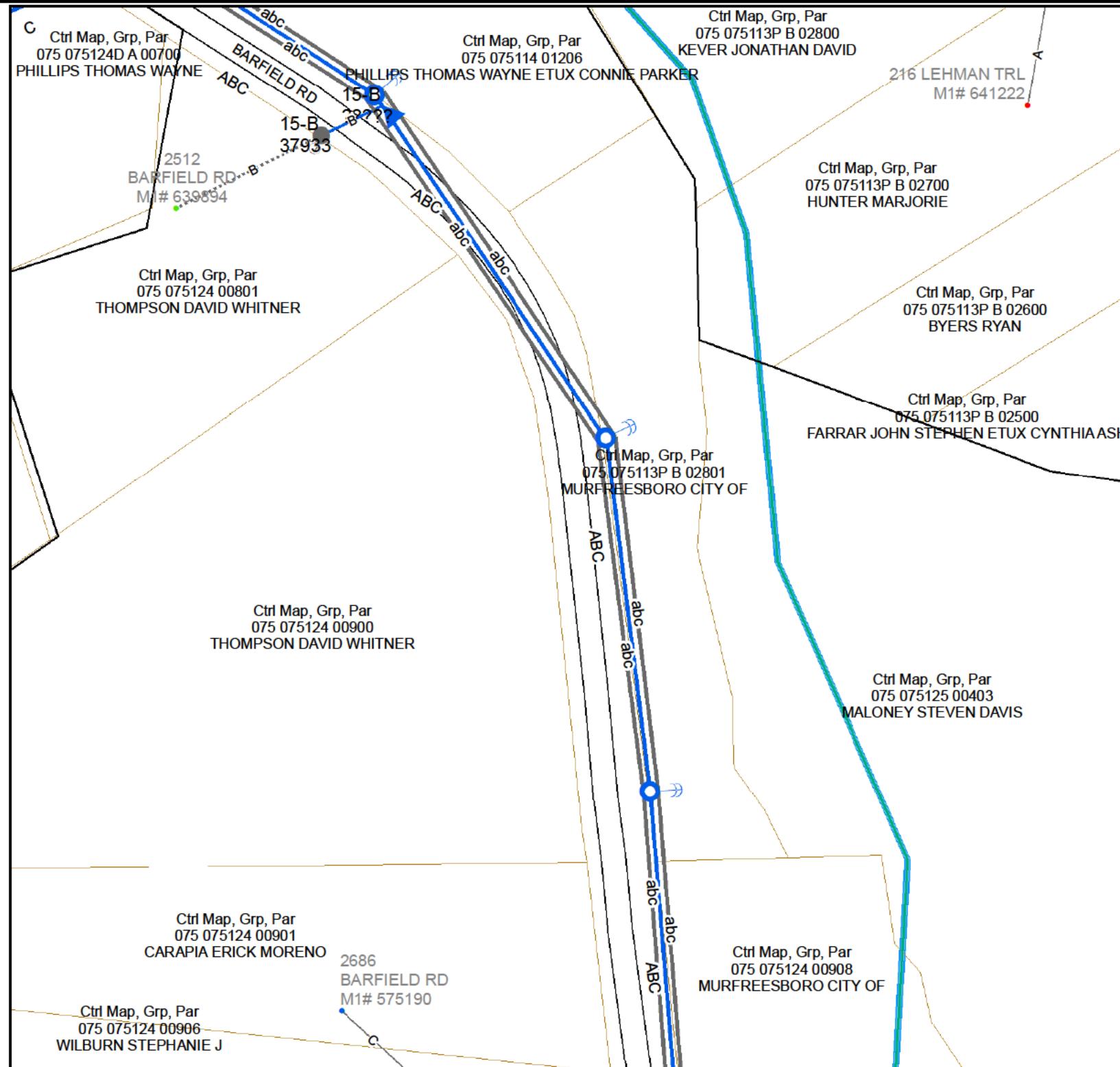
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Legend

- 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: 16705930

Location: Barfield Road Sec II

Description

Map: 5347-G

Scale: 1 inch = 100 feet

Print Date: 6/5/2025



Exhibit "1"

Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# **16422664** 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:	125	Group:	_____	Parcel:	017.01
Address	697	House/building#	Veterans Pkwy	Street/Road Name	Murfreesboro	City	37128	Zip

and such Property being of record in Deed Book **618**, Page **397**, 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 bargainer(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.

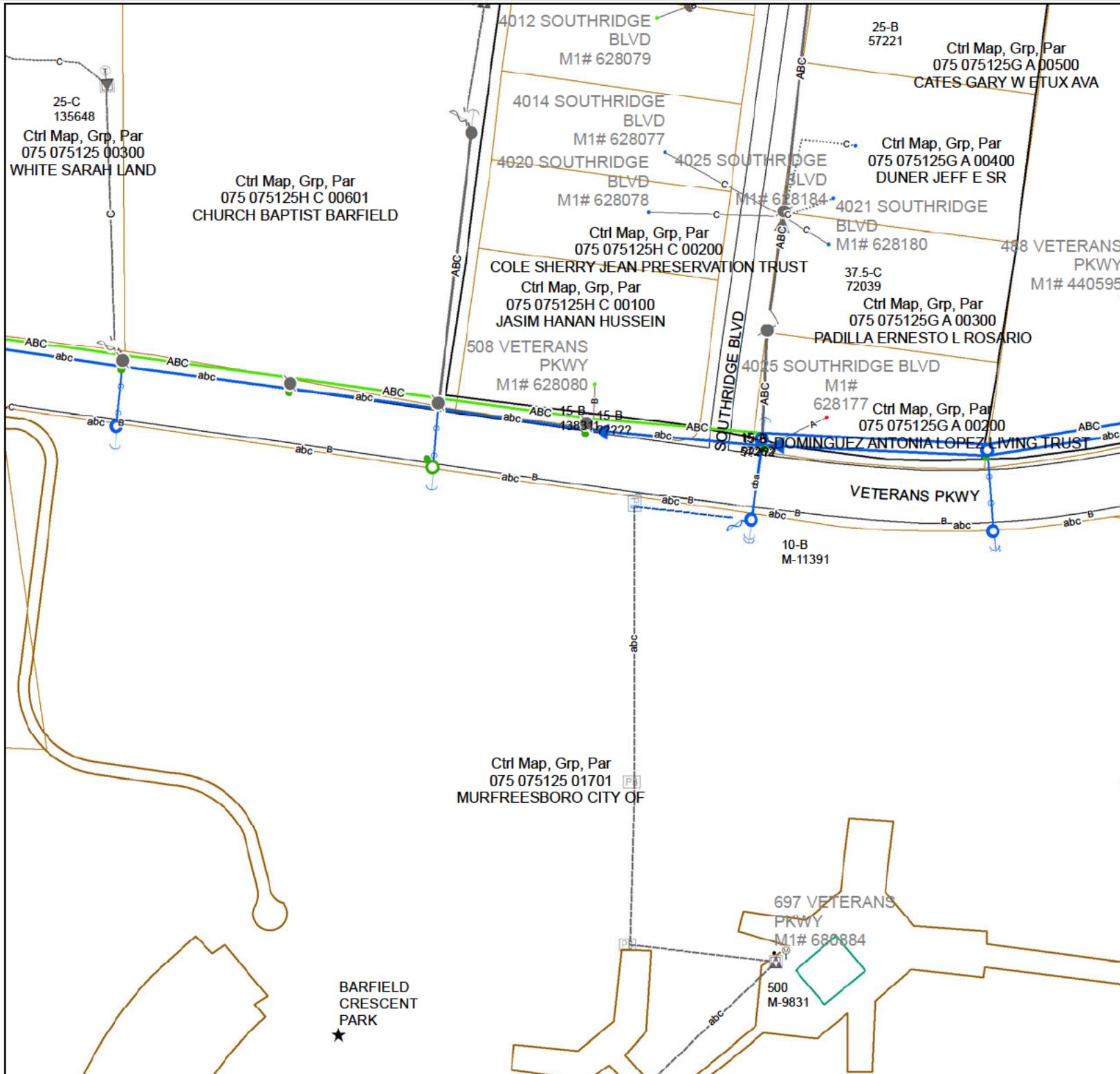
On the _____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



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: 16422664
 Location: 24-1-7 Veterans Pkwy - MUR294
 Description:

Map: 5346-R
 Scale: 1 inch = 150 feet
 Print Date: 12/1/2025

mte Middle Tennessee Electric

Exhibit "1"

Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# **16422664** 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: **125** Group: _____ Parcel: **018.00**

Address **Veterans Pkwy** Murfreesboro **37128**
House/building# **625** Street/Road Name City Zip

and such Property being of record in Deed Book **625**, Page **289**, 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 bargainer(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.

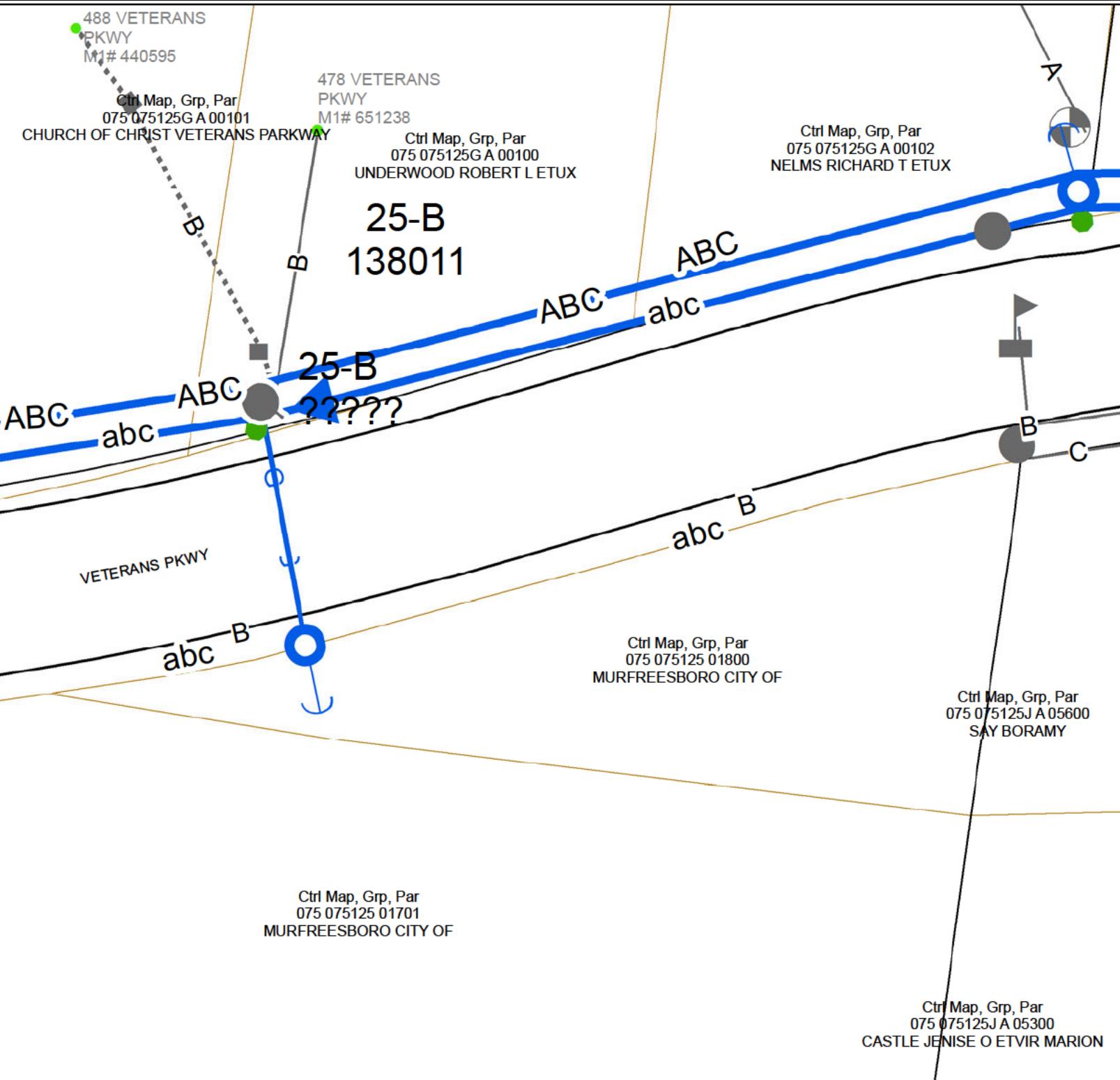
On the _____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



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/NSPS Map, 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: 16422664

Location: 24-1-7 Veterans Pkwy - MUR294

Description:

Map: 5346-R

Scale: 1 inch = 50 feet

Print Date: 12/1/2025

 MTE Middle Tennessee Electric

Exhibit "1"

Right-of-Way

Easement

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



Service Location # 6000396438 Meter Set SO # _____ WO# 16422664

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 <u>Rutherford</u>	State of Tennessee	Tax Map: <u>125</u>	Group: _____	Parcel: <u>019.00</u>
Address <u>697</u>	Veterans Pkwy	<u>Murfreesboro</u>	<u>37128</u>	
House/building#	Street/Road Name	City	Zip	

and such Property being of record in Deed Book 618, Page 393, 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 bargainer(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.

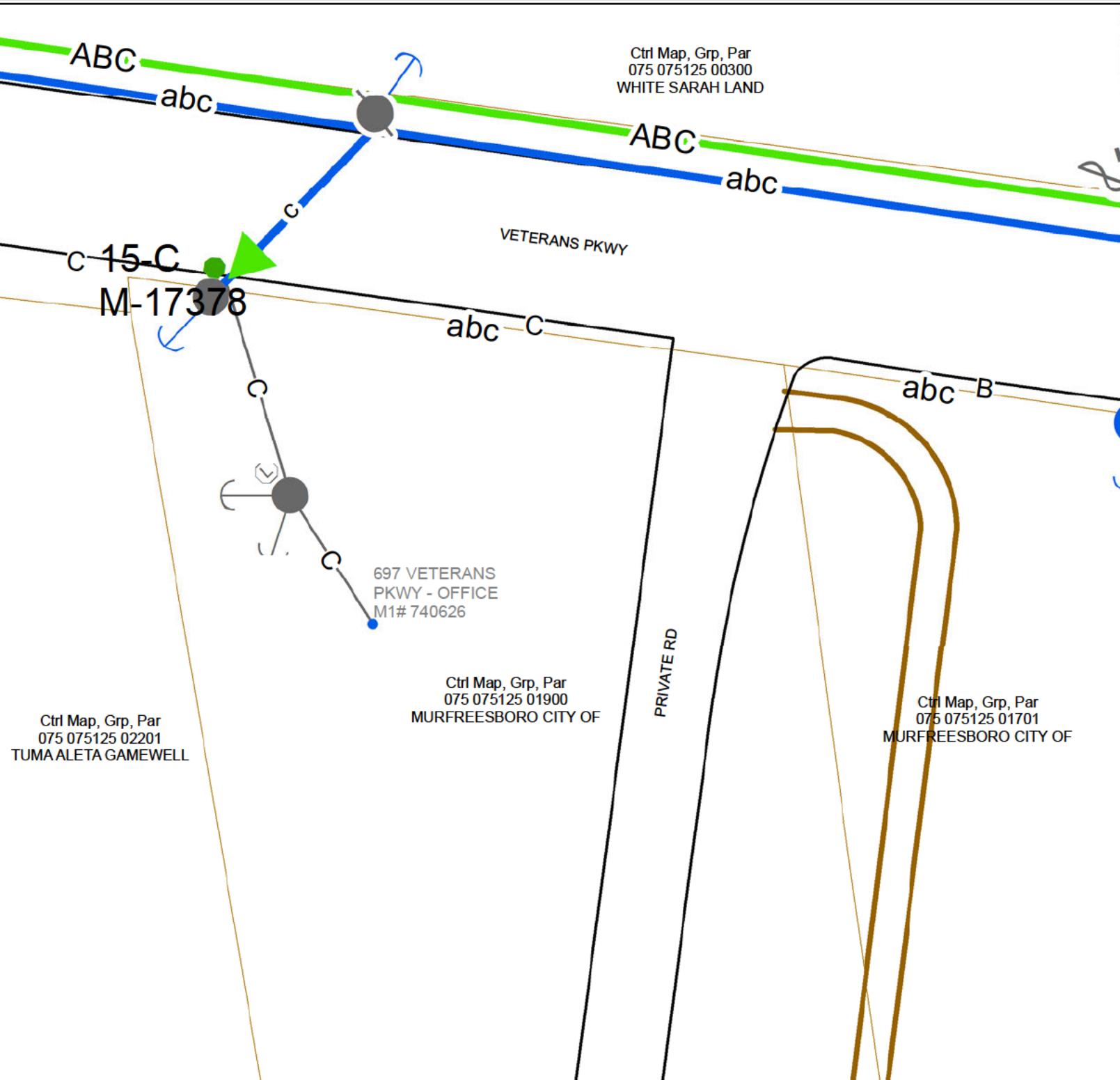
On the _____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



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: 16422664

Location: 24-1-7 Veterans Pkwy - MUR294

Description:

Map: 5346-R

Scale: 1 inch = 50 feet

Print Date: 12/1/2025



Exhibit "1"

Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# **16422664** 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:	125	Group:	_____	Parcel:	020.00
Address	936		Veterans Pkwy		Murfreesboro			37128
	House/building#		Street/Road Name		City			Zip

and such Property being of record in Deed Book **993**, Page **2398**, 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 bargainer(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.

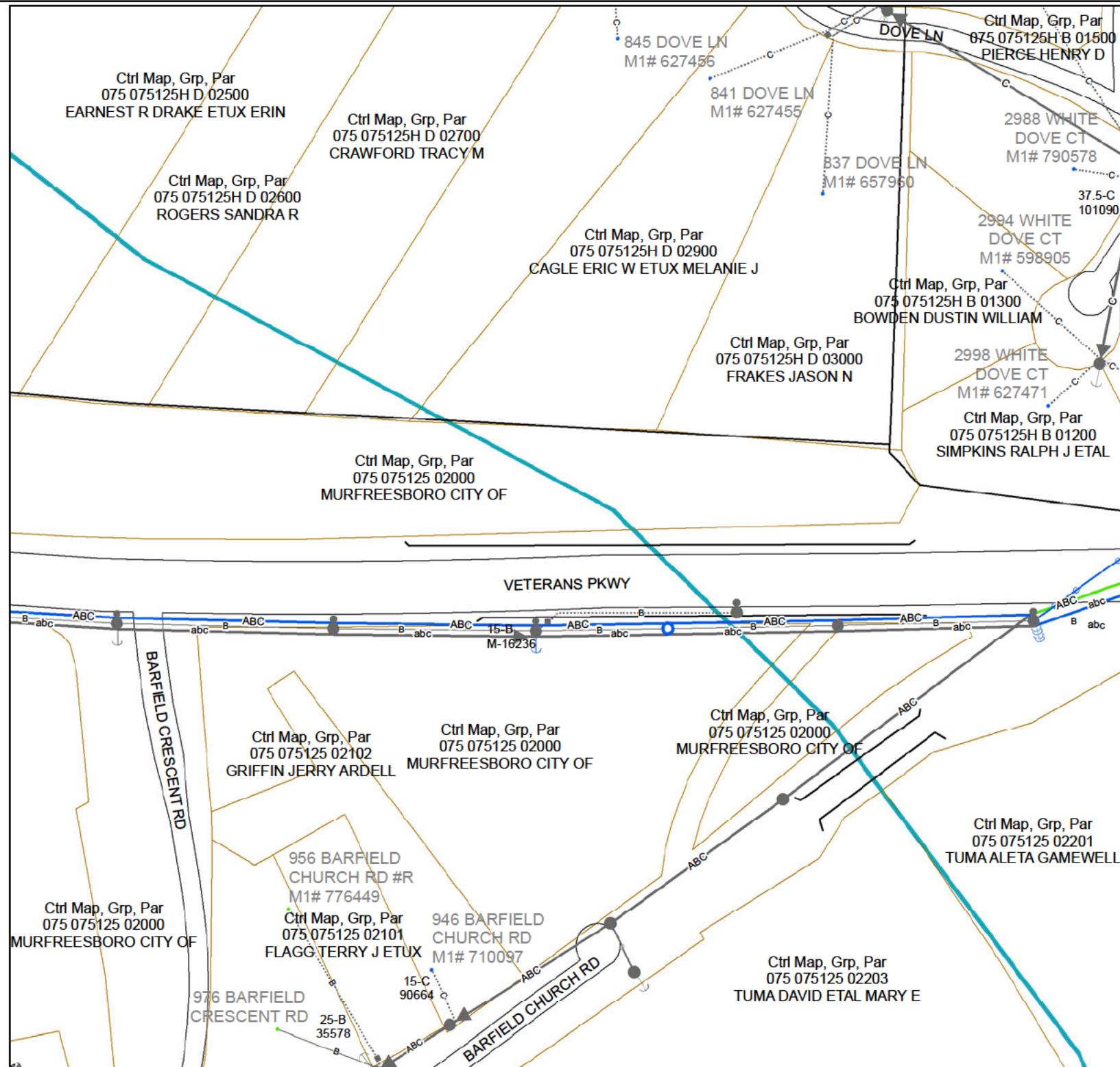
On the _____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



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.

Category 1 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: 16422664

Location: 24-1-7 Veterans Pkwy - MUR294

Description:

Map: 5346-0

Map: 5546 Q

Print Date: 12/1/2025

mte Middle Tennessee Electric

Exhibit "1"

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Mandatory Referral for a Private Retaining Wall in the Right-of-Way of Bridgemore Boulevard

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 an existing private retaining wall to remain in the City right-of-way of Bridgemore Boulevard.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval of this request at its January 7, 2026 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider allowing an existing private retaining wall to remain in the City right-of-way of Bridgemore Boulevard in the Shelton Square Subdivision. The private retaining wall in question was established several years ago without approval of the City. According to the applicant, the retaining wall was necessary to accommodate the utilities for the two houses. The City Legal Department and the City Engineer have both reviewed the request, and they do not object to the request, provided that the property owners enter into license agreements with the City requiring that the homeowners association be responsible for the maintenance of the retaining wall. The license agreements would also indemnify the City from any claims arising from the retaining wall.

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

- 1) The applicable property owner(s) and the HOA shall enter into a license agreement with the City for the maintenance of the retaining wall and for the indemnification of the City. The respective license agreements shall be subject to the review and approval of the City Legal Department.
- 2) The applicant shall be responsible for drafting and recording a supplemental declaration to the CCRs, calling out the retaining wall in question as a common element. The supplemental declaration shall be subject to the final review and

approval of the City Legal Department.

Council Priorities Served

Establish Strong City Brand

Approval of this mandatory referral affirms the City's commitment to customer service, allowing an existing private retaining wall to remain in the City's right-of-way in an effort to minimize the impact on the adjacent property owners.

Attachments:

1. Planning Commission staff comments from 01/07/2026 meeting
2. Letter from applicant's representative
3. Draft license agreements
4. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 7, 2026
PROJECT PLANNER: MARC SHACKELFORD-ROWELL**

6. a. Mandatory Referral [2025-718] to consider granting permission for a private retaining wall located in the City right-of-way of Bridgemore Boulevard, Phil Dodd on behalf of Shelton Square, LLC applicant.

In this mandatory referral, the Planning Commission is being asked to consider granting permission for a private retaining wall located in the City right-of-way (ROW) of Bridgemore Boulevard, in front of 5161 and 5165 Bridgemore Boulevard. The retaining wall in question was installed by the developer and builder without permission or approval from the City. However, according to the applicant, it was necessary to accommodate the utilities. The City Engineer and Legal Department do not object to the retaining wall remaining in the City ROW, provided that the HOA and the property owner(s) enter into a license agreement with the City taking responsibility for the maintenance of the retaining wall and indemnifying the City from any claims regarding it.

An exhibit showing the location of the retaining wall is included in the agenda materials, as well as a letter accepting liability from the HOA and a copy of the draft license agreement. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

1. The applicable property owner(s) and the HOA shall enter into a license agreement with the City for the maintenance of the retaining wall and for the indemnification of the City. This license agreement shall be subject to the review and approval of the City Legal Department.
2. The applicant shall be responsible for drafting and recording a supplemental declaration to the CCRs, calling out the retaining wall in question as a common element. The supplemental declaration shall be subject to the final review and approval of the City Legal Department.



City of Murfreesboro Mandatory Referral Application

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

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way..... \$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way..... \$150.00

Property Information:

Tax Map/Group/Parcel: 078CA 037.00 | Address (if applicable): 5165 Bridgemore Blvd

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Retaining wall in Row to be maintained by HOA

Applicant Information:

Name of Applicant: Phil Dodd

Company Name (if applicable): Shelton Square, LLC

Street Address or PO Box: 8119 Isabella Lane, Suite 101

City: Brentwood

State: TN | Zip Code: 37027

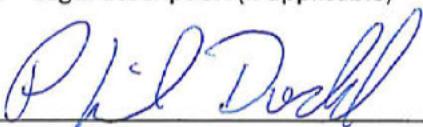
Email Address: [REDACTED]

Phone Number: 615-207-8609 | 2025-718

CK# 3449
Receipt 379001

Required Attachments:

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



Applicant Signature

12/3/25

Date



November 1, 2024
City of Murfreesboro

Subject: Acceptance of Liability and Maintenance for Wall Accommodating Utilities on Lot

Dear City Codes,

On behalf of the Shelton Square Homeowners Association, I am writing to formally acknowledge and accept responsibility for the maintenance and liability associated with the wall constructed by 360 Development and the builder to accommodate utilities on 5161 and 5165 Bridgemoore Blvd.

The HOA understands that this structure was designed with input from both the builder and utility companies to meet necessary utility requirements on the property. Moving forward, the HOA accepts all responsibilities associated with the upkeep, repair, and any necessary improvements to this wall to ensure it remains in compliance with local regulations and safe for public use. Additionally, we confirm that the HOA will be liable for any incidents or claims related to the wall and its condition.

Please feel free to reach out if further documentation or clarification is required. Thank you for your cooperation and understanding in this matter.

Sincerely,

Lyndsey Helstern
Community Manager
[REDACTED]

(615) 295-2317
2146 N. Thompson Lane, Suite B
Murfreesboro, TN 37129
Office Visits by Appointment Only





0 50 100 150
feet

CURVE	DATA	ANGLE	RADIUS	ARC LENGTH	END BEARING	CHD LENGTH
C1	058°45'23"	56.00'	37.07'	59°42'23"E	33.97'	
C2	029°27'39"	50.00'	25.71'	N70°27'39"E	21.33'	
C3	047°09'23"	50.00'	41.65'	S14°57'03"W	40.00'	
C4	058°41'58"	50.00'	51.22'	S67°52'44"W	49.00'	
C5	045°34'23"	50.00'	39.77'	N77°46'52"W	38.73'	
C6	053°46'57"	50.00'	12.02'	N55°52'59"W	11.99'	
C7	059°00'37"	24.00'	41.44'	S37°55'58"W	36.67'	
C8	024°11'51"	12.00'	3.21'	N32°04'23"E	3.74'	
C9	084°59'23"	24.00'	37.08'	N32°04'23"E	3.74'	
C10	006°05'47"	97.500'	17.43'	N03°03'57"W	17.43'	
C11	004°33'07"	52.000'	41.30'	S67°42'27"W	41.26'	
C12	005°16'07"	52.000'	47.80'	N67°23'02"W	47.76'	
C13	007°19'07"	82.000'	8.97'	N64°05'28"W	8.97'	
C14	011°26'54"	12.000'	17.75'	S03°18'00"E	17.56'	
C15	029°02'52"	24.00'	42.78'	S37°52'40"W	37.63'	
C16	028°01'57"	24.00'	141.84'	S66°18'43"E	140.33'	
C17	013°56'24"	24.00'	65.49'	S44°59'46"E	65.34'	
C18	004°41'47"	48.000'	58.34'	S85°46'47"E	59.33'	
C19	006°26'23"	48.000'	53.95'	N88°39'08"E	53.92'	
C20	009°00'23"	24.000'	41.46'	N37°55'58"E	36.87'	
C21	011°56'14"	12.000'	6.50'	S03°18'00"E	6.50'	
C22	007°15'54"	46.000'	43.65'	S67°52'44"W	43.65'	
C23	004°40'33"	45.567'	64.92'	S03°55'20"W	64.80'	
C24	087°22'20"	24.00'	58.03'	N53°12'18"W	54.46'	
C25	005°10'57"	143.33'	129.29'	N2°24'49"	123.24'	
C26	157°30'48"	50.00'	132.22'	S64°23'02"E	96.93'	
C27	016°06'52"	50.00'	14.06'	N47°55'00"E	14.02'	
C28	000°03'59"	978.00'	1815'	S08°01'44"E	1815'	

OWNER/DEVELOPER:
SHELTON SQUARE, LLC
P.O. BOX 5049
MURFREESBORO, TN 37129
CONTACT: BOB PARKS
PHONE: 615-896-4045

DEED REFERENCE FOR:
MAP 71, PARCELS 41:04
RECORD BOOK 1502, PAGE 1210

MAP 71, PARCELS 41:00
MAP 78C, GROUP "A" PARCELS LOI 8 & 102
RECORD BOOK 1502, PAGE 1241

ZONING: PRD

SECTION 2, PHASE I:
77 LOTS ON 16.07 ACRES
(77 RESIDENTIAL LOTS)

GENERAL NOTES

1. THE PURPOSE OF THIS PLAT IS TO CREATE 77 LOTS OF RECORD AND TO RECORD RIGHTS-OF-WAY, COMMON AREAS, AND EASEMENTS, AS SHOWN.

2. BEARING SYSTEM BASED ON TENNESSEE STATE PLANE COORDINATES (NAD 83-96).

3. THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 47149C0400 H, EFFECTIVE DATE JANUARY 5, 2007.

4. ANY MINIMUM FINISHED FLOOR ELEVATION (MIN. F.F.E.) SHOWN INCLUDES THE MAIN BUILDING, GARAGES AND ACCESSORY STRUCTURES.

5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPEARANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR IS NOT RESPONSIBLE FOR UNLOCATED UTILITIES. UTILITIES THAT COMprise ALL SUCH UTILITIES IN THE AREA, OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.

6. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR; THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH.

7. SUBJECT PROPERTY IS ZONED PRD. MINIMUM BUILDING SETBACKS FOR THIS SITE ARE SHOWN ON EACH LOT DETAIL. CORNER LOTS HAVE 2 FRONTS AND 2 SIDES.

8. THE SOIL MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUTTING OR FILLING OPERATIONS PERFORMED DURING OR BEFORE DEVELOPMENT; THEREFORE, THE BUILDER OF ANY PROPOSED STRUCTURE SHALL INVESTIGATE THE CURRENT CONDITIONS AND CONSULT WITH A GEOTECHNICAL EXPERT OR OTHER QUALIFIED PERSON AS HE DEEMS APPROPRIATE TO ASSESS RISKS RELATED TO THE PROPOSED FOUNDATION.

9. IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT IN ACCORDANCE WITH A SUITABLE GRADING AND DRAINAGE PLAN WHICH WILL CONVEY SURFACE WATER WITHOUT PONDING IN THE LOT OR UNDER THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.

10. PUBLIC UTILITY EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY UTILITIES SUCH AS MURFREESBORO ELECTRIC DEPARTMENT, NATURAL GAS COMPANIES, AT&T, CABLE TELEVISION SERVICES AND OTHERS.

11. UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES THE MINIMUM FLOOR ELEVATION (M.F.E.) TO BE SET AT ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST SANITARY LINE OR UPSTREAM OF THE SEWER SERVICE CONNECTION AS AN ALTERNATIVE, THE HOME OWNER SHALL PLACE A SANITARY VALVE PER THE PLUMBING CODE AND EXECUTE AND RECORD A RELEASE OF LIEN/ENCUMBRANCE AGAINST THE CITY OF MURFREESBORO WITH REGARDS TO THE SANITARY SEWER CONNECTION. THE HOME BUILDER AND/OR HOME OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THIS REQUIREMENT.

12. ANY STREET IN THIS SUBDIVISION MAY BE EXTENDED INTO ADJOINING PROPERTY AT ANY TIME WITHOUT ADDITIONAL NOTICE OR CONSULTATION.

13. THE STREETS IDENTIFIED ON THIS PLAT MAY BE CONSTRUCTED OR RECONSTRUCTED IN THE FUTURE WITHOUT CONSULTATION OR NOTICE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION.

14. EASEMENTS IN THE SUBDIVISION MAY NOT HAVE INFRASTRUCTURE CONSTRUCTED WITHIN THE EASEMENT. THEREFORE, THERE MAY BE NO NOTICE OR CONSULTATION WITH THE INDIVIDUAL LOT OWNERS OF THIS CONSTRUCTION.

15. A MANDATORY OWNERS ASSOCIATION IS REQUIRED AS A CONDITION OF APPROVAL IN ORDER TO MEET OBLIGATIONS ESTABLISHED BY THE DEVELOPER.

16. THE COMMON AREAS SHOWN ON THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNERS ASSOCIATION TO MAINTAIN.

17. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY LOT IN THIS SUBDIVISION, THE BUILDER OF THE LOT SHALL BE RESPONSIBLE FOR PAYING FEES AS DEEMED BY THE CITY ENGINEER TO ASSURE CONSTRUCTION OF LOT INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRAINAGE IMPROVEMENTS, OR CONSTRUCTION OF WATER QUALITY ELEMENTS. SUCH CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.

18. THIS PROPERTY IS WITHIN THE OVERALL CREEK ASSESSMENT DISTRICT.

SPECIAL SITE NOTES:
1) CONSTRUCTION OF SIDEWALKS ADJACENT TO COMMON AREAS WILL BE THE RESPONSIBILITY OF DEVELOPER.

2) MPE'S ARE DUE TO LOCAL DRAINAGE.

MATCH LINE SHEET 1

MAP 71, PARCEL 41:00

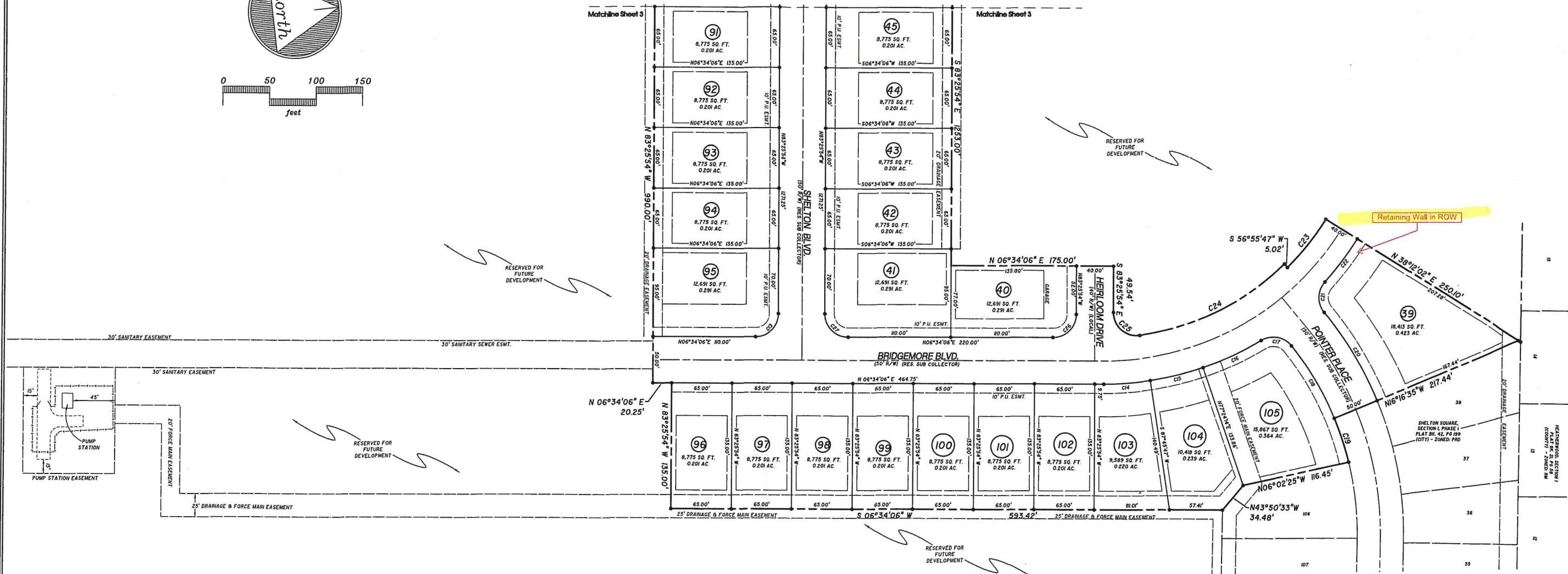
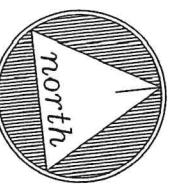
RESERVED FOR
FUTURE
DEVELOPMENT

HEIRLOOM DRIVE
(40' R/W) (LOCAL STREET)

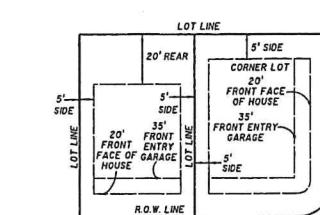
MAP 71, PARCEL 41:00

RESERVED FOR
FUTURE
DEVELOPMENT

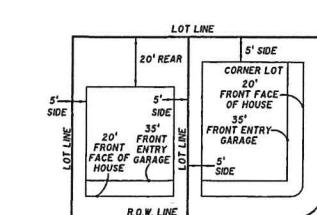
20' DRAIN. ESMT.



Curve	Delta	Radius	Arc Len	Theta	CD0	CD1	CD2
C1	88°32'35"	35.00	38.63°	N 16°55'55"	4°30'		
C2	88°32'58"	54.00	174.82°	N 73°55'03"	74°05'		
C3	80°47'43"	46.00	166.97°	N 75°02'16"	166.00'		
C4	54°40'00"	37.00	34.87°	S 67°34'03"	33.60'		
C5	54°40'00"	37.00	34.87°	S 67°34'03"	33.60'		
C6	50°10'27"	37.00	52.40°	S 64°45'02"	51.36'		
C7	18°20'08"	40.00	8.62°	N 03°56'13"	8.60'		
C8	30°08'55"	50.00	26.37°	N 33°32'00"	26.00'		
C9	33°18'53"	50.00	31.03°	N 37°59'48"	30.89'		
C10	33°18'53"	50.00	31.03°	N 37°59'48"	30.89'		
C11	84°58'59"	40.00	8.67°	N 75°53'57"	8.55'		
C12	4°40'51"	47.00	36.00°	S 65°36'09"	35.99'		
C13	90°09'00"	25.00	39.27°	S 38°25'54"	35.36'		
C14	84°58'59"	32.50	49.93°	N 62°49'37"	49.90'		
C15	12°19'25"	32.50	49.93°	N 62°49'37"	49.90'		
C16	12°19'25"	32.50	49.93°	N 62°49'37"	49.90'		
C17	12°19'25"	32.50	49.93°	N 62°49'37"	49.90'		
C18	82°30'42"	25.00	56.00°	N 16°23'56"	32.97'		
C19	16°04'22"	325.00	91.97°	N 65°41'44"	90.87'		
C20	84°45'55"	325.00	49.65°	N 76°06'02"	49.61'		
C21	84°45'55"	325.00	49.65°	N 76°06'02"	49.61'		
C22	81°05'59"	25.00	35.71°	N 63°19'40"	32.75'		
C23	10°53'47"	320.00	58.06°	N 46°36'04"	57.99'		
C24	13°56'24"	200.00	66.49°	S 44°59'46"	66.34'		
C25	13°56'24"	200.00	66.49°	S 44°59'46"	66.34'		
C26	13°56'24"	200.00	66.49°	S 44°59'46"	66.34'		
C27	90°00'00"	25.00	42.67°	S 59°15'54"	35.36'		
C28	90°00'00"	25.00	39.27°	S 59°15'54"	35.36'		
C29	3°54'54"	26.61'	18.00°	N 61°74'49"	17.99'		
C30	0°01'53"	120.00	23.91°	N 65°26'50"	23.67'		
C31	35°47'06"	50.00	29.63°	N 54°29'40"	29.20'		
C32	29°44'40"	92.50	47.72°	N 52°08'27"	46.70'		
C33	30°08'55"	50.00	26.3°	N 55°41'49"	26.01'		
C34	15°05'00"	40.00	6.62°	N 23°29'50"	6.60'		
C35	15°05'00"	40.00	6.62°	N 23°29'50"	6.60'		
C36	30°08'55"	50.00	26.3°	S 37°33'00"	26.01'		
C37	15°05'00"	92.50	21.00°	N 46°06'22"	20.96'		
C38	46°29'55"	50.00	42.32°	S 56°00'53"	41.07'		
C39	3°22'25"	54.00	30.22°	S 63°49'45"	30.02'		
C40	44°44'42"	54.00	40.00°	S 75°57'05"	40.00'		
C41	2°07'25"	54.00	20.00°	S 72°40'59"	20.00'		
C42	13°42'43"	20.00	32.42°	S 34°41'59"	29.02'		
C43	92°44'53"	20.00	65.70°	S 68°07'47"	65.66'		
C44	64°54'14"	54.00	40.00°	S 65°57'47"	39.93'		
C45	104°04'23"	455.67	84.95°	S 75°57'20"	83.81'		
C46	87°79'25"	25.00	38.05°	N 53°22'10"	34.48'		
C47	5°10'43"	141.53'	129.29°	N 126°24'40"	129.24'		
C48	13°30'09"	140.13'	25.72°	N 09°30'05"	25.61'		



MINIMUM 6,000 SQ. FT. LOTS:
MINIMUM BUILDING SETBACK DE
LOTS: 39 - 40, 101 - 105



MINIMUM 8,000 SQ. FT. LOTS:
MINIMUM BUILDING SETBACK DET
LOTS: 41 - 61, 76 - 100

LEGEND

**SECTION ONE, PHASE TWO
SHELTON SQUARE
SUBDIVISION**

**CITY OF MURFREESBORO, TENNESSEE
7th CIVIL DISTRICT OF RUTHERFORD COUNTY**

I hereby certify that this plat has been
reviewed and payment received for the
Rutherford County Development Tax.

Tax Certificate No. 2645 Shady
Rutherford County Regional Planning Commission
3-18-75

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

**Prepared by and to be
Returned to after recording to:**

John Tully, Assistant City Attorney
City of Murfreesboro, Legal Department
111 West Vine Street
Murfreesboro TN 37130

To Become Part of
Tax Map 071N Group E Parcel 028.00

LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE IN ROW

The **CITY OF MURFREESBORO**, a municipal corporation located in Rutherford County, Tennessee ("City"), and **JOHN WILSON and wife, SARAH WILSON and SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns (hereinafter referred to collectively as "Owner") agree as follows:

RECITALS

A. Owner owns the common elements at the property commonly known as 5161 Bridgemore Boulevard, Murfreesboro, Tennessee, (hereinafter referred to as the "Property") in the City of Murfreesboro, Tennessee. Owner has on its property a retaining wall (the "Improvements"), all of which are or will be, in whole or in part, over, within, and/or directly adjacent to pre-existing right-of-way easement, as shown on Exhibit A, attached hereto.

B. Owner desires to maintain the Improvements for the benefit of the Property within the City-owned right-of-way for 5161 Bridgemore Boulevard and for the Shelton Square Subdivision, which Improvements may also be within water, sanitary sewer, drainage, and utility easements which have been or will be created (all such right-of-way and easements together and separately, as applicable, the "ROW").

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein, the mutual benefits to be derived herefrom, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the parties hereto agree as follows:

1. City consents to the maintenance of the Improvements within the ROW. The City makes no representation or warranty regarding lateral support for any structure or improvement installed adjacent to the right-of-way easement in which excavation may be necessary in the future.
2. Owner agrees that City shall have the right to limit or totally withdraw its permission to maintain the Improvements within the ROW if the City determines that such is reasonably

necessary for the preservation or protection of the health, safety or welfare of the residents or guests of the City or for the protection or preservation of City property, utilities or infrastructure.

3. City reserves the right for it or its authorized contractor, at any time, to perform work deemed necessary or appropriate by City within the ROW, specifically including work on any utilities, and City shall have no liability to Owner for any damage to the Improvements by reason of such work. Owner hereby releases the City from any and all loss, cost, damage, or liability of any kind or character, including without limitation, the City's reasonable attorney fees, resulting from any damage that may occur to the Improvements by, during, or in the course of any repairs to, maintenance or upsizing of, or other access to the right-of-way that is reasonably necessary in the sole opinion of the City. Provided, however, City shall reasonably cooperate with Owner to minimize damage to the Improvements resulting from such work and shall use reasonable efforts to minimize any such damage.

4. Owner shall defend, indemnify and hold City harmless from any liability to any person or entity arising out of or relating to the Improvements, except for liability resulting from City's own negligence or intentional actions. Owner shall maintain insurance against third party claims that may be covered by this defense, indemnity and hold harmless.

5. Owner shall comply with all City codes and ordinances regarding use of City ROW in maintenance of the Improvements, including the obtaining of all necessary permits.

6. This License Agreement shall be for an initial term of 15 years from the date hereof, and shall be automatically renewed for successive terms of 15 years each unless either party, in its sole option and discretion, gives written notice to the other party within the final six months of this License Agreement, that it is electing not to renew this License Agreement. Owner shall be obligated to remove the Improvements upon the termination of this License Agreement.

7. This License Agreement shall be governed by the laws of the State of Tennessee, and jurisdiction and venue for any litigation arising hereunder shall be in the Circuit Court for Rutherford County, Tennessee. In the event of any such litigation, the prevailing party shall recover, in addition to any other legal or equitable relief granted by the Court, reasonable attorney fees and all costs of court including but not limited to discovery, witness and expert fees.

8. Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, by reputable overnight courier, or sent by certified mail - return receipt requested addressed, if to Owner, as follows:

To City:

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
Attn: City Attorney
ATucker@Murfreesborotn.gov

To Owner:

John Wilson and Sarah Wilson
5161 Bridgemore Boulevard

Murfreesboro TN 37129

With a Copy to:

Shelton Square Homeowners' Association Inc.
c/o Property Solutions of Middle Tennessee, LLC
Registered Agent
2146 N. Thompson Lane, Suite B
Murfreesboro TN 37129-6025

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection) or three (3) business days after being mailed, by certified mail, postage pre-paid to the above addresses.

9. Owner represents that the Improvements have been or will be incorporated into the common area of Shelton Square and will be maintained pursuant to the Covenants, Conditions, and Restrictions of the Shelton Square subdivision.

10. Owner, for itself and any successors or assigns, agrees that if the Improvements in the City-owned ROW is not maintained to City standards, or otherwise becomes or appears to the City Engineer to be a danger to public health, safety and welfare, and if such condition is not properly remedied within five (5) days of written notice delivered to Owner and Owner's successor or assign, if any, that City may then take all such steps as it deems appropriate, including but not limited to the removal of all of the Improvements. If the City deems it necessary to take action pursuant to this Section 9, it will send an invoice for labor, equipment and materials expended, plus an amount equal to 50% of the total labor, equipment and materials expended for administrative costs, to Owner and Owner's successor or assign, if any. Any such Invoice shall be paid within 30 days of the date of the invoice.

11. This License Agreement shall inure to the benefit of and be binding on the successors and assigns of Owner and City, and shall run with the land. This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

12. This License Agreement shall not be effective until approved by the Murfreesboro Planning Commission.

13. **FREEDOM MORTGAGE CORPORATION**, ("Creditor") is the holder of a promissory note dated **12/28/2021** in the total principal sum of **\$394,313.00** secured by a Deed of Trust of record at **Record Book 2192, Page 2952**, Register's Office of Rutherford County, Tennessee. Creditor hereby joins in the execution of this License Agreement for the purpose of subordinating the lien of said Deed of Trust to this License Agreement in favor of the City; provided, however, that (i) in no event shall Creditor have any obligation to indemnify, defend, or hold harmless any party (including City) whether prior or subsequent to any foreclosure of said Deed of Trust, and (ii) shall not otherwise be affected hereby and shall continue in full force and effect as before the execution and recording hereof, subject only to said License Agreement.

IN WITNESS WHEREOF, City and Owner have set forth their hands and seals below as of the date as of the date of the last party to sign.

JOHN WILSON

SARAH WILSON

STATE OF _____)
COUNTY OF _____) : ss

Personally appeared before me, the undersigned notary public, **JOHN WILSON and wife, SARAH WILSON**, the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____ (SEAL)

SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.

BY: _____

ITS: _____

STATE OF _____) : ss

COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a member or other officer authorized to execute the instrument on behalf of **SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.**, and that such person as such member or officer executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation.

Witness my hand and seal, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

CREDITOR:

FREEDOM MORTGAGE CORPORATION

By: _____

Its: _____

STATE OF _____)
: ss
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged such person to be the president or other officer of **FREEDOM MORTGAGE CORPORATION**, authorized to execute the instrument, and that such person, as such president or other officer, executed the within instrument for the purposes therein contained by personally signing in such person's capacity as such officer.

WITNESS MY HAND, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____ (SEAL)

CITY:

CITY OF MURFREESBORO

By: _____
SHANE MCFARLAND, Mayor

Date _____

ATTEST: _____
ERIN TUCKER, Recorder

APPROVED AS TO FORM:

By: _____
ADAM TUCKER, City Attorney

STATE OF TENNESSEE)
: ss
COUNTY OF RUTHERFORD)

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

Witness my hand and seal, at Office, this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

EXHIBIT A

Depiction of the Property

DRAFT

Prepared by:

John Tully, Assistant City Attorney
City of Murfreesboro, Legal Department
111 West Vine Street
Murfreesboro TN 37130

To Become Part of
Tax Map 078C Group A Parcel 037.00

LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE IN ROW

The **CITY OF MURFREESBORO**, a municipal corporation located in Rutherford County, Tennessee ("City"), and **CHRISTOPHER SCOTT WILSON and wife, CHRISTY WILSON and SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns (hereinafter referred to collectively as "Owner") agree as follows:

RECITALS

A. Owner owns the common elements at the property commonly known as 5165 Bridgemore Boulevard, Murfreesboro, Tennessee, (hereinafter referred to as the "Property") in the City of Murfreesboro, Tennessee. Owner has on its property a retaining wall (the "Improvements"), all of which are or will be, in whole or in part, over, within, and/or directly adjacent to pre-existing right-of-way easement, as shown on Exhibit A, attached hereto.

B. Owner desires to maintain the Improvements for the benefit of the Property within the City-owned right-of-way for 5165 Bridgemore Boulevard and for the Shelton Square Subdivision, which Improvements may also be within water, sanitary sewer, drainage, and utility easements which have been or will be created (all such right-of-way and easements together and separately, as applicable, the "ROW").

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein, the mutual benefits to be derived herefrom, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the parties hereto agree as follows:

1. City consents to the maintenance of the Improvements within the ROW. The City makes no representation or warranty regarding lateral support for any structure or improvement installed adjacent to the right-of-way easement in which excavation may be necessary in the future.
2. Owner agrees that City shall have the right to limit or totally withdraw its permission to maintain the Improvements within the ROW if the City determines that such is reasonably

necessary for the preservation or protection of the health, safety or welfare of the residents or guests of the City or for the protection or preservation of City property, utilities or infrastructure.

3. City reserves the right for it or its authorized contractor, at any time, to perform work deemed necessary or appropriate by City within the ROW, specifically including work on any utilities, and City shall have no liability to Owner for any damage to the Improvements by reason of such work. Owner hereby releases the City from any and all loss, cost, damage, or liability of any kind or character, including without limitation, the City's reasonable attorney fees, resulting from any damage that may occur to the Improvements by, during, or in the course of any repairs to, maintenance or upsizing of, or other access to the right-of-way that is reasonably necessary in the sole opinion of the City. Provided, however, City shall reasonably cooperate with Owner to minimize damage to the Improvements resulting from such work and shall use reasonable efforts to minimize any such damage.

4. Owner shall defend, indemnify and hold City harmless from any liability to any person or entity arising out of or relating to the Improvements, except for liability resulting from City's own negligence or intentional actions. Owner shall maintain insurance against third party claims that may be covered by this defense, indemnity and hold harmless.

5. Owner shall comply with all City codes and ordinances regarding use of City ROW in maintenance of the Improvements, including the obtaining of all necessary permits.

6. This License Agreement shall be for an initial term of 15 years from the date hereof, and shall be automatically renewed for successive terms of 15 years each unless either party, in its sole option and discretion, gives written notice to the other party within the final six months of this License Agreement, that it is electing not to renew this License Agreement. Owner shall be obligated to remove the Improvements upon the termination of this License Agreement.

7. This License Agreement shall be governed by the laws of the State of Tennessee, and jurisdiction and venue for any litigation arising hereunder shall be in the Circuit Court for Rutherford County, Tennessee. In the event of any such litigation, the prevailing party shall recover, in addition to any other legal or equitable relief granted by the Court, reasonable attorney fees and all costs of court including but not limited to discovery, witness and expert fees.

8. Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, by reputable overnight courier, or sent by certified mail - return receipt requested addressed, if to Owner, as follows:

To City:

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
Attn: City Attorney
ATucker@Murfreesborotn.gov

To Owner:

Christopher and Christy Wilson
5165 Bridgemore Boulevard

Murfreesboro TN 37129

With a Copy to:

Shelton Square Homeowners' Association Inc.
c/o Property Solutions of Middle Tennessee, LLC
Registered Agent
2146 N. Thompson Lane, Suite B
Murfreesboro TN 37129-6025

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection) or three (3) business days after being mailed, by certified mail, postage pre-paid to the above addresses.

9. Owner represents that the Improvements have been or will be incorporated into the common area of Shelton Square and will be maintained pursuant to the Covenants, Conditions, and Restrictions of the Shelton Square subdivision.

10. Owner, for itself and any successors or assigns, agrees that if the Improvements in the City-owned ROW is not maintained to City standards, or otherwise becomes or appears to the City Engineer to be a danger to public health, safety and welfare, and if such condition is not properly remedied within five (5) days of written notice delivered to Owner and Owner's successor or assign, if any, that City may then take all such steps as it deems appropriate, including but not limited to the removal of all of the Improvements. If the City deems it necessary to take action pursuant to this Section 9, it will send an invoice for labor, equipment and materials expended, plus an amount equal to 50% of the total labor, equipment and materials expended for administrative costs, to Owner and Owner's successor or assign, if any. Any such Invoice shall be paid within 30 days of the date of the invoice.

11. This License Agreement shall inure to the benefit of and be binding on the successors and assigns of Owner and City, and shall run with the land. This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

12. This License Agreement shall not be effective until approved by the Murfreesboro Planning Commission.

13. **FREEDOM MORTGAGE CORPORATION**, ("Creditor") is the holder of a promissory note dated **12/01/2021** in the total principal sum of **\$365,000.00** secured by a Deed of Trust of record at **Record Book 2178, Page 2673**, Register's Office of Rutherford County, Tennessee. Creditor hereby joins in the execution of this License Agreement for the purpose of subordinating the lien of said Deed of Trust to this License Agreement in favor of the City; provided, however, that (i) in no event shall Creditor have any obligation to indemnify, defend, or hold harmless any party (including City) whether prior or subsequent to any foreclosure of said Deed of Trust, and (ii) shall not otherwise be affected hereby and shall continue in full force and effect as before the execution and recording hereof, subject only to said License Agreement.

IN WITNESS WHEREOF, City and Owner have set forth their hands and seals below as of the date as of the date of the last party to sign.

CHRISTOPHER SCOTT WILSON

CHRISTY WILSON

STATE OF _____)
COUNTY OF _____) : ss

Personally appeared before me, the undersigned notary public, **CHRISTOPHER SCOTT WILSON and wife, CHRISTY WILSON**, the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____ (SEAL)

SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.

BY: _____

ITS: _____

STATE OF _____) : ss

COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a member or other officer authorized to execute the instrument on behalf of **SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.**, and that such person as such member or officer executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation.

Witness my hand and seal, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

CREDITOR:

FREEDOM MORTGAGE CORPORATION

By: _____

Its: _____

STATE OF _____)
: ss
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged such person to be the president or other officer of **FREEDOM MORTGAGE CORPORATION**, authorized to execute the instrument, and that such person, as such president or other officer, executed the within instrument for the purposes therein contained by personally signing in such person's capacity as such officer.

WITNESS MY HAND, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____ (SEAL)

CITY:

CITY OF MURFREESBORO

By: _____
SHANE MCFARLAND, Mayor

Date _____

ATTEST: _____
ERIN TUCKER, Recorder

APPROVED AS TO FORM:

By: _____
ADAM TUCKER, City Attorney

STATE OF TENNESSEE)
: ss
COUNTY OF RUTHERFORD)

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

Witness my hand and seal, at Office, this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

EXHIBIT A

Depiction of the Property

DRAFT

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: City Council Meeting Minutes

Department: Finance

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

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

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

Current Minutes

- January 7, 2026 (Joint Conceptual Workshop)
- January 8, 2026 (Public Comment)
- January 8, 2026 (Regular Meeting)



**City of Murfreesboro
City Council/Planning Commission
Joint Conceptual Workshop Session**

Wednesday, January 7, 2026 at 4:30 p.m.
Murfreesboro City Hall Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The purpose of this special meeting was to obtain feedback of the Design Guidelines from both City Council and Planning Commission before consideration. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, December 30, 2025.

1. Call to Order and 2. Determination of a Quorum. Mayor McFarland called the meeting to order at 4:33 p.m. and determined a quorum of Planning Commission and City Council members were present. He then led attendees in prayer and the pledge of allegiance.

Council Member Attendance

Mayor Shane McFarland – Presiding
Jami Averwater (also Vice Chair of Planning Commission)
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright (also Planning Commission Member)

Planning Commission Member Attendance

Ken Halliburton - Chair
Jami Averwater (also Council Member)
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G. Rollins
Shawn Wright (also Council Member)

City Staff Attendance

Darren Gore, City Manager
John Tully, Assistant City Attorney
Melanie Joy Peterson, City Clerk

Ben Newman, Director of Land Management and Planning
Carolyn Jaco, Administrative Assistant II
Greg McKnight, Executive Director of Development Services
Holly Smyth, Principal Planner
Katie Noel, Project Engineer
Matthew Blomeley, Assistant Planning Director
Other City Staff

Workshop Items

3a. Proposed amendments to the Design Guidelines [2026-JCW-01]. Ben Newman, Director of Land Management and Planning, reviewed the history and process that was used to develop revisions to the Murfreesboro Design Standards and Guidelines.

- 2013 – City Council gave Planning Commission the authority to adopt design guidelines for the City.
- November 2014 – Planning Commission adopted design guidelines and thereafter Council passed a resolution of support acknowledging Planning Commission's actions.
- In the 11 years since its adoption, materials and tastes have changed and stakeholders have provided feedback that revisions to the design guidelines were needed.
- Over the past 8 months, the City hired consultant Ragan-Smith Associates and assembled a group of professionals from the community to evaluate the design guidelines and provide feedback and suggestions for updates.

A draft of the revised Murfreesboro Design Standards and Guidelines, dated December 2025, was provided within the meeting agenda packet with proposed revisions emphasized in red.

Kevin Guenther, Consultant from Ragan-Smith Associates (now known as Pape-Dawson), presented key revisions to the City of Murfreesboro Design Standards and Guidelines including:

- *Clarification of Status.* Changing the document's title to "Design Standards and Guidelines" to emphasize the document is an adopted set of requirements, not merely suggestions.
- *Document Cleanup and Modernization.* The consultant team conducted a comprehensive review of the document to update and clarify language, remove outdated references, and improve overall readability without altering the original intent of the guidelines.
- *Formal Open Space Requirements Revised (p. 37-47).* A significant focus of the revisions involved formal open space requirements. Mr. Guenther noted that while formal open space has historically been required, its application has not always aligned with project goals or site conditions. As a result, the revised guidelines introduce a land-use chart by

zoning district identifying when formal open space is required, optional, or exempt.

Formal open space will no longer be required for every site.

- *Landscape Enhancement Diagram (page 56)*. Where formal open space is optional, developers may instead provide enhanced landscaping. New enhanced landscape standards have been added, both in written and diagrammatic form. These standards require increased landscape width based on building height and include three layers of landscaping — such as ground cover, shrubs, and trees — to create visual depth. In limited cases, approved design elements may substitute for one landscaping layer. Enhanced landscaping may be provided along building frontages, access lanes, and primary access drives.
- *Architectural Standards (p. 58-62)*. Architectural standards were also updated to better address specific land uses. Townhomes and industrial uses were separated into their own categories, with tailored criteria for building mass, scale, color, materials, and proportions. Previously, townhomes were addressed within other use categories, which created inconsistencies in interpretation.
- *Building Materials*. Revisions to building materials standards reflect changes in construction practices. Metal panels are now permitted for commercial and industrial buildings, subject to quality standards and limitations on coverage. Specifications reference Construction Specifications Institute (CSI) standards to define acceptable materials. Metal panels must be varied in color and/or pattern to avoid uniform façades. Certain trim materials, including wood, plastic, and cementitious products, are now permitted as tertiary materials. Emerging materials such as mass timber are allowed, subject to fire-rating and applicable code requirements.
- *Architectural Roof Design Revisions (page 64)*. Roof design standards were clarified, particularly for fuel station canopies and car washes. Flat canopies shall be prohibited; however, the revisions allow for multiple non-flat design approaches and remove the implication that only specific roof forms are acceptable.

City Council, Planning Commission and staff discussed proposed updates to the Design Guidelines, with questions focusing on clarity, flexibility, and consistency of application.

Vice Mayor Shacklett asked how material quality, including metal, is evaluated; staff explained that determinations are based on established construction application standards.

Council Member Wade questioned revisions related to gas station canopies, noting concerns about requiring national chains to alter preferred designs. Staff and consultants responded that the intent is to ensure standards are clear, fair, and applied consistently, while also providing additional opportunities for creative design.

Mayor McFarland raised concerns about subjectivity within the standards, asking how staff ensures decisions are not based on individual planner preferences. Staff explained that the guidelines are intentionally written as flexible, suggested standards to encourage creativity, acknowledging that some subjectivity is unavoidable. Areas most frequently identified as unclear or problematic include formal open space, building materials, and townhome design. Consultants further clarified efforts to reduce ambiguity and improve consistency.

Additional discussion noted that the Design Guidelines have not been comprehensively updated in approximately 11 years and that evolving development trends, including concerns related to color restrictions such as limitations on “bright and vibrant colors,” warrant reconsideration.

City Council and Planning Commission members and staff discussed specific design elements, including flat roofs for medical facility drop-off areas, which staff indicated would be evaluated separately from standards applicable to car washes and fuel canopies. Mayor McFarland emphasized focusing standards on major planning considerations rather than minor details, with the goal of improving project value while avoiding unnecessary constraints on entrepreneurship and creativity. Staff indicated they would revisit color-related provisions and other concerns.

The appeals process was discussed. Staff explained that authority to administer and adopt the Design Guidelines has been delegated to the Planning Commission by City Council. If an applicant is aggrieved by the administration of the guidelines, an appeal may be made to the City Council. Joint Conceptual Workshops were identified as a preferred forum to address disagreements early and reduce formal appeals. The Joint Conceptual Workshop was broadly supported as a tool to improve alignment between the Planning Commission and Council.

Several members emphasized the importance of treating the Design Guidelines as a living document. Consensus was expressed that the guidelines should be reviewed on a more regular basis — potentially every three years — to reflect evolving development patterns, materials, and market conditions. It was discussed that the intent of the discussion was collaborative and aimed at refinement rather than criticism, acknowledging that design review cannot be entirely black and white but that continued efforts will be made to narrow areas of ambiguity.

Staff and the consultant team indicated they would continue working with the stakeholder group to incorporate feedback received from City Council and Planning Commission and bring the revised guidelines to Planning Commission for adoption and to City Council for acknowledgment.

4. Adjourn. There being no further business, Chair Halliburton and Mayor McFarland adjourned this special meeting of the Planning Commission and City Council at 5:43 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN E. TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro City Council – Public Comment Special Session

Thursday, January 8, 2026 at 5:30 pm
Murfreesboro City Hall Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, December 30, 2025.

Call to Order

Mayor McFarland called the meeting to order at 5:30 p.m.

Council Member Attendance

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

Kirt Wade was absent and excused from this meeting.

City Staff Attendance

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

Angela Jackson, Executive Director of Strategic Services
Chad Gehrke, Airport Director
Kelley Blevins Baker, Deputy City Attorney – Public Safety
Matt Jarratt, Information Technology Director
Michael Nevills, Communications
Mike Browning, Public Information Officer
Nate Williams, Executive Director of Recreational Services
Valerie Smith, Water Resources Director
Other City Staff

Public Comment

Mayor McFarland called the meeting to order and stated that the purpose of the special meeting was to hear public comments. Mayor McFarland reported that one individual had registered to speak. Mayor McFarland reviewed the public comment procedures and invited the speaker to come forward.

The following individual addressed the Council.

Jeff Wegner, 553 Agripark Drive, Apartment 805, Murfreesboro, spoke in favor of requesting an independent, impartial, nonpartisan investigation of the Library Board by collaborating with the other governing boards. Mr. Wegner also commented on the Flock Transparency Portal and stated that it is not turned on for Murfreesboro. He stated it has been activated in surrounding Tennessee counties and provides information about what cameras are used for and promotes transparency. He requested the City consider activating the Flock Transparency Portal.

Mayor McFarland requested guidance from City Attorney Adam Tucker regarding the possibility of conducting an independent investigation of the Library Board. Mr. Tucker advised that additional time would be needed to research the matter, including the potential for coordinating with other local funding jurisdictions to conduct an audit. He noted that the City's oversight authority is limited to financial matters, specifically the use of allocated funds.

Darren Gore, City Manager, stated that he would follow up with Police Chief Michael Bowen to obtain additional information regarding the Flock Camera Transparency Portal. Mayor McFarland and Council Member Maxwell emphasized the City's commitment to transparency and to building public trust.

Mayor McFarland asked for additional speakers. There were no additional attendees wishing to speak.

There being no further business, Mayor McFarland adjourned the meeting at 5:35 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN E. TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro City Council – Regular Session

Thursday, January 8, 2026 at 6:00 pm
Murfreesboro City Hall Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday,

December 30, 2025.

Call to Order

Mayor McFarland called the meeting to order at 6:00 p.m.

Council Member Attendance

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

City Staff Attendance

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

Angela Jackson, Executive Director of Strategic Services
Ben Newman, Director of Land Management and Planning
Cary Gensemer, Deputy Chief of Police
Chad Gehrke, Airport Director
Kelley Blevins Baker, Deputy City Attorney – Public Safety
Lee Smith, Deputy Director of Transportation
Mark McCluskey, Fire Chief
Matthew Jarratt, Information Technology Director
Matthew Blomeley, Assistant Planning Director
Michael Bowen, Chief of Police
Michael Nevills, Communications
Michele Emerson, City Engineer
Mike Browning, Public Information Officer
Nate Williams, Executive Director of Recreational Services
Randolph Wilkerson, Human Resources Director
Robert Holtz, Community Development Director
Steve Jarrell, Deputy Chief of Police
Valerie Smith, Water Resources Director
Other City Staff

Prayer and Pledge of Allegiance

Council Member Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland announced that Liz McPhee, wife of Middle Tennessee State University's President Sidney McPhee, and a longtime Murfreesboro resident, passed away today. He asked that the McPhee family be lifted in prayers and expressed gratitude for her community contributions including being a teacher at Discovery School and Campus School.

Public Comment on Actionable Agenda Items

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

Ceremonial Items

STARS Award – Sergeant Mark Wood. Randolph Wilkerson, Human Resources Director, presented the STARS Service Excellence Award for November 2025 upon Sergeant Mark Wood of the Murfreesboro Police Department. The purpose of the STARS award is to recognize and reward those employees who go above and beyond their normal job duties in providing outstanding customer service to internal and external customers. Sergeant Wood was acknowledged for his exceptional service, compassion, and leadership. A 23-year veteran and leader of the Homeless Outreach Support Team (HOST), he was nominated by two individuals for repeatedly going above and beyond to help those in need. Highlights of his service include personally paying for a tire for a struggling family when no resources were available and assisting homeless individuals and veterans. City leaders praised his integrity, humility, and the positive example he sets for his team and the community.

Consent Agenda

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

- 1. Barge Design Solutions Master Services Agreement (Airport)**
- 2. Ramp Pavement Repair Design Work Authorization (Airport)**
- 3. Housing Rehabilitation - 727 E Castle Street (Community Development)**
- 4. CIP Reallocations (Finance)**
- 5. Veterans Park Contingency Allowance Allocation (Project Development)**

6. Contract Amendment #2 with Kimley Horn for the Memorial Blvd Signal Project (Transportation)

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

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

Nay: None

Action Items

7. City Council Meeting Minutes (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding the following City Council meeting minutes presented for approval as part of the agenda packet.

Current Minutes

December 3, 2025 (Joint Conceptual Workshop)
December 4, 2025 (Public Comment)
December 4, 2025 (Regular Meeting)
December 11, 2025 (Workshop)

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

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

Nay: None

8. Plan of Services, Annexation, and Zoning for Property along Old Salem Road (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a Plan of Services and Annexation for approximately 32.1 acres northwest side of Old Salem Road west of Veterans Parkway and zoning of approximately 27.9 acres (Tax Map 115, Parcel 034.00 (27.9 acres), Old Salem Road right-of-way (approx. 4.2 acres), and to zone approximately 27.9 acres as Planned Residential Development (PRD) District (Old Salem PRD), simultaneous with annexation. This rezoning would permit the 27.9-acre parcel to be developed with sixty-two single-family detached homes and thirty-two single-family attached homes.

Planning Commission held a public hearing on November 5, 2025 and recommended approval. The City Manager approved scheduling a City Council public hearing for January 8, 2026, with notice published on December 16, 2025 in the *Murfreesboro Post*.

Council Members asked questions, and staff provided responses, regarding sewer availability and development feasibility, proposed residential density, Old Salem Road jurisdiction and required improvements, traffic impacts, and proximity to schools.

8a. Public Hearing for Plan of Services and Annexation for 32.1 Acres. Mayor McFarland opened the public hearing, regarding the plan of services and annexation. He provided instructions for those wishing to speak and invited public comments. The following individuals addressed the Council:

1. Ken Jacobson, 5174 Danbury Court, Rockvale, resident of the Salem Downs community located off North Walter Leather Road in Rockvale, spoke on behalf of 5 other residents of his community and over 500 who signed an online petition in opposition of the proposed 98-home annexation. He cited serious traffic pattern and safety concerns at nearby intersections, arguing infrastructure improvements should come before new development. He said the project would create residential sprawl, conflict with comprehensive plans, and harm the rural character and quality of life of existing neighborhoods. He urged officials to pause rural development, improve infrastructure, and focus on infill within current City limits.

2. Matthew Jarratt, 4541 Old Salem Road, Rockvale, opposed the annexation and expressed agreement with the previous speaker and formally seconded the speaker's comments. He asked the Council not to approve of another high-density development near the Veterans Boulevard and Old Salem intersection, citing concerns about its proximity and impact.

3. Thomas Bruff, 3036 Berry Patch Trail, Rockvale, opposed the annexation and raised concerns about the proposed development based on issues discussed at the Planning Commission, particularly flooding, school overcrowding, traffic safety, and annexation requirements. He emphasized that the property frequently floods, affecting nearby roads and homes, and questioned whether engineering solutions would work in real conditions. He noted the presence of wetlands and detention ponds as evidence of ongoing water problems.

Mr. Bruff also criticized the lack of a clear, publicly available independent traffic study, citing numerous accidents in the area and the absence of promised traffic signals, especially at Rucker Road. He expressed concern that multiple developments nearby would compound traffic impacts. Additionally, he questioned whether annexation rules requiring contiguous development had changed, arguing the proposal appears to be non-contiguous flag lot extending from Old Salem Road. He urged the Council to consider public safety and infrastructure before approving the project.

Despite sufficient time for input, no additional attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

Mayor McFarland clarified that if the annexation and plan of services are approved but the associated zoning request fails, the annexation and Plan of Services would not take effect.

Mayor McFarland asked City staff if the annexation proposal was contiguous. Mr. Blomeley confirmed the area is contiguous to the City limits and indicated the area on a map along Windrow Road, adjacent to the north and east sides of the proposed area.

Mayor McFarland stated the questions raised regarding zoning such as the road network and engineering will be answered after the zoning public hearing.

Staff confirmed that City sanitation services can be provided. Single-family homes would be located on City streets designed to City street standards, allowing sanitation vehicles to access the development without issue.

Council Member Maxwell expressed concerns regarding the cumulative impacts of continued development, including overcrowded schools, traffic congestion, and overall density. While acknowledging the property owner's right to develop and stated concerns that the proposed number of units is excessive and referenced similar past annexation decisions. Staff reiterated that the property is within the City's urban growth boundary and infill service line as identified in the City's Comprehensive Plan.

8b. Resolution 26-R-PSA-01 Plan of Services and Annexation. The resolution titled, "RESOLUTION 26-R-PSA-01 to adopt a Plan of Services for and to annex approximately 32.1 acres located along Old Salem Road (Tax Map 115, Parcel 034.00 (27.9 acres) and approximately 4.2 acres/ 3,000 linear feet of Old Salem Road ROW), and to incorporate the same within the

corporate boundaries of the City of Murfreesboro, Tennessee, Sherry Wade Metzler, applicant [2025-506]" was offered for passage on its first and only reading.

Council Member Averwater made a motion to approve Resolution 26-R-PSA-01 on first and only reading. Council Member Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Kirt Wade, Shawn Wright, Shane McFarland

Nay: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

8c. Public Hearing to Zone 27.9 acres Simultaneous with Annexation. Matthew Blomeley, Assistant Planning Director, presented the zoning request, simultaneous with annexation, for a Planned Residential Development (PRD) District subdivision proposed to be called Aubrey, consisting of 66 single-family detached homes and 32 single-family attached townhomes. He discussed a traffic study within the area. Planning Commission held a public hearing on November 5, 2025, and recommended approval. The City Manager approved scheduling a City Council public hearing for January 8, 2026, with notice published on December 16, 2025 in the *Murfreesboro Post*.

Mr. Blomeley introduced Matt Taylor and Bryan Grover, Site Engineering Consultants (SEC), Mr. Grover presented a PowerPoint Presentation regarding the rezoning request and fielded questions from Council Members.

Mayor McFarland opened the public hearing regarding the proposed zoning simultaneous with annexation and invited public comments.

The following individuals addressed the Council:

1. Thomas Bruff, 3036 Berry Patch Trail, Rockvale, opposed the zoning and asked for an independent public safety study due to serious traffic and safety concerns on Rucker Road/ Highway 99. Mr. Bruff raised questions about fire water capacity, unresolved issues, and delays in installing a traffic signal, and urged the City to slow down, gather more information, and prioritize public safety to prevent accidents and save lives.

2. Casey Coleman, 1029 Alta Vista Lane, Smyrna, opposed the zoning and highlighted problems with traffic, school overcrowding, and overdevelopment, noting long commuting delays and community frustration. Ms. Coleman urged prioritizing community safety and

concerns over developer interests and emphasized 500 resident signatures show strong opposition.

Despite sufficient time for input, no additional attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

The Mayor, City staff (including Lee Smith, Deputy Director of Transportation, and Matthew Blomeley, Assistant Planning Director) and Matt Taylor, SEC, addressed concerns about water service, fire protection, traffic, stormwater and drainage for the proposed development. The development's utilities would be served by Consolidated Utility District (CUD), which must meet City fire safety standards. A traffic signal at Rucker and Veterans is planned for spring or summer of 2026, and additional signals may be considered after nearby road projects are completed. Mr. Taylor stated stormwater, wetlands, and traffic impacts would meet engineering standards and would not harm neighbors.

Council discussion followed and focused on timing and coordination of infrastructure versus development, ongoing traffic congestion, and whether the City should conduct broader area-wide traffic planning before approving more projects. Some Council members supported the project due to its relatively low density and infrastructure contributions, while others remained concerned about community opposition, school and road capacity, and the City's tendency to approve development before infrastructure is fully in place.

8d. Ordinance 26-OZ-01 (First Reading). The ordinance titled, "ORDINANCE 26-OZ-01 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 27.9 acres along Old Salem Road as Planned Residential Development (PRD) District (Old Salem PRD) simultaneous with annexation; Patterson Company, LLC, applicant(s) [2025- 419]" was offered for passage on first reading.

Council Member Wright made a motion to approve Ordinance 26-OZ-01 on first reading. Council Member Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Kirt Wade, Shawn Wright, Shane McFarland

Nay: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett

Mayor McFarland acknowledged Leadership Rutherford in attendance and thanked them for attending the meeting.

9. Rezoning Property Along Ashers Fork Drive (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 9.6 acres located along the north side of Ashers Fork Drive, south of New Salem Highway Single-Family Residential Six (RS-6) District to Single-Family Residential Attached District - Suburban Townhouse (RS-A, Type 2) District.

Planning Commission held a public hearing on November 5, 2025, and recommended approval. The City Manager approved scheduling a City Council public hearing for January 8, 2026, with notice published on December 16, 2025, in the *Murfreesboro Post*.

Bill Huddleston of Huddleston Steele Engineering addressed the Council and explained that the 6.7-acre site, currently zoned RS-6, could accommodate approximately 33 single-family homes; however, the proposed development would include approximately 60 townhomes. He stated that the anticipated traffic impact would be modest, noting that townhomes typically generate fewer daily vehicle trips than single-family homes, resulting in only a minimal net increase in traffic. He further reported that the existing stormwater retention area is functioning effectively and characterized the site as relatively straightforward to develop compared to other properties in the City.

9a. Public Hearing to Rezone 9.6 Acres. Mayor McFarland opened the public hearing, regarding the rezoning and invited public comments. The following individuals addressed Council:

1. Julia Hawn, 2107 Beringer Lane, Murfreesboro, addressed the Council with questions regarding access and potential impacts of the proposed development. Her questions included whether vehicular access would be limited to Asher Fork Road rather than New Salem Highway; what buffering or landscaping would be provided between the development and Ashers Fork Road; and how existing drainage and standing water issues between the site and New Salem Highway — an area known for ponds and persistent water — would be managed, particularly during heavy rainfall.

Despite sufficient time for input, no additional attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

Mr. Blomeley explained that the protected stream along Highway 99 is Spence Creek, which is regulated under FEMA floodplain rules and state protections. Any development must comply with floodplain management requirements. The creek runs parallel to New Salem Highway and ultimately drains to the Stones River.

Access to the proposed development would be via Ashers Fork Drive, with future connections planned to nearby subdivisions; direct access to New Salem Highway is unlikely due to Spence Creek. Land between the development and Ashers Fork Road would remain single-family zoning, while townhomes would only be allowed in the rezoned area. Mayor McFarland also noted the site lies in a constrained sewer basin and that Spence Creek has already been extensively reviewed and protected during earlier Highway 99 improvements.

9b. Ordinance 26-OZ-02 (First Reading). The ordinance titled, "ORDINANCE 26-OZ-02 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 9.6 acres located north of Ashers Fork Drive from Single-Family Residential Six (RS-6) District to Single-Family Attached Suburban Townhome (RS-A Type 2) District; O'Brien Loyd Venture, applicant [2025-422]" was offered for passage on first reading.

Council Member Maxwell made a motion to approve Ordinance 26-OZ-02 on first reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

10. Homeowner Rehabilitation and Affordable Housing Assistance Program Policies and Procedures Update (Community Development). Jessica Cline, Assistant Director of Community Development, presented a Council Communication and documents requesting Council approve updates to the Homeowner Rehabilitation and Affordable Housing Assistance Program Policies and Procedures. Ms. Cline stated 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 Purchasing Department policies.

Council Member Scales Harris made a motion to approve updates to the Homeowner Rehabilitation and Affordable Housing Assistance Program Policies and Procedures. Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

11. Patterson Park Security Camera Improvements (Information Technology). Matthew Jarratt, Information Technology Director, presented a Council Communication and documents requesting Council approve the purchase and sales agreement of security cameras for Patterson Park from Waypoint Business Solutions and LanLink Communications in the amount of \$172,078. The purchase is funded through the FY25 Capital Improvement Plan (CIP) from the General Fund and does not require additional appropriations.

Council Member Wade made a motion to approve the purchase and sales agreement. Council Member Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

12. Contract with ForeverLawn for Miracle Field Playground Surface Renovation (Parks).

Nate Williams, Executive Director of Recreation Services, presented a Council Communication and documents regarding a contract with ForeverLawn, LLC for to replace 234 square feet of playground surface underneath a high-usage play feature (zipline) and requested Council approve the contract in the amount of \$79,161, funded through the CIP Budget.

Council Member Maxwell made a motion to approve the contract with ForeverLawn, LLC. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

13. Contract with Murfreesboro Medical Clinic (Fire). Mark McCluskey, Chief of Fire Rescue, presented a Council Communication and documents regarding a contract with Murfreesboro Medical Clinic (MMC) to provide firefighters with physicals and cancer screenings required under the Barry Brady Act and requested Council approve the contract. The total annual cost, estimated as a maximum of \$114,000, will be funded from the department's Operating Budget.

Council Member Maxwell made a motion to approve the contract with MMC. Council Member Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

14. Purchase of Police Vehicles from Alan Jay Automotive (Police). Steve Jarrell, Deputy Police Chief, presented a Council Communication and documents requesting Council approve the purchase and sales agreement for the purchase of three new unmarked police vehicles from Alan Jay Automotive in the amount of \$135,963, funded by the Drug Fund.

Council Member Wade made a motion to approve the purchase and sales agreement with Alan Jay Automotive. Council Member Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

15. Purchase of Police Vehicles from Lonnie Cobb Ford (Police). Steve Jarrell, Deputy Police Chief, presented a Council Communication and documents requesting Council approve the purchase and sales agreement of 28 new police vehicles from Lonnie Cobb Ford, Inc. in the amount of \$ 1,308,909. \$240,587 is funded by the Drug Fund and the remaining \$1,068,322 is funded in the department's FY26 Operating Budget.

Council Member Wright made a motion to approve the purchase and sales agreement with Lonnie Cobb Ford, Inc. Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

16. Contract with Precision Delta Corporation (Police). Steve Jarrell, Deputy Police Chief, presented a Council Communication and documents regarding a contract with Precision Delta Corporation to purchase ammunition and requested Council approve the contract in the amount of \$79,912 funded by the department's FY26 Operating Budget.

Council Member Wade made a motion to approve the contract with Precision Delta Corporation. Council Member Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Workshop Items

17. Revised Donated Leave Policy, Employee Handbook No. 1044 (Human Resources). Randolph Wilkerson, Human Resources Director, presented a Council Communication and documents regarding revisions to the Donated Leave Policy, Employee Handbook No. 1044 and requested feedback from Council. Mr. Wilkerson stated the policy allows full-time employees to donate accrued, unused leave to coworkers with zero balances for serious illnesses, FMLA, etc. Updates include 1) additional eligible leave types (PTO, STARS and floating holidays), 2) expanding family coverage (loca parentis), 3) allowing use of leave outside of FMLA when

medically approved, 4) clarifying payroll and usage rules, and 5) adding safeguards to prevent misuse. This item was presented for information only. A vote will be requested at a future meeting.

Council Member Maxwell emphasized the need for safeguards to prevent donated leave from being used to curry favor within the chain of command. In response, Mr. Wilkerson and Mr. Gore explained that the policy prohibits the solicitation of donated leave, prohibits employees from donating leave upon separation from employment, maintains donor confidentiality, and permits department heads, with written approval, to coordinate leave donations on an employee's behalf.

18. November 2025 Dashboard (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding November 2025 Dashboard. This update was for informational purposes only and no action was required.

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

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

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Delicias Markets	Delicias Markets	810 NW Broad St Ste 216	On-Premises	Restaurant	New Location
Ten Seconds Inc	Ten Seconds Rice Noodle	836 N Thompson Ln Ste 1B	On-Premises	Restaurant	Ownership Change

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

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

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

Nay: None

Payment of Statements

Payment of Statements (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, stated there was one statement to consider. The invoice for legal services for \$61,773.79 to be paid from the General Fund Legal FY26 Operating Budget. The City Attorney emailed Council regarding this invoice.

Council Member Wright made a motion to approve the payment of statements. Council Member Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Other Business

Selection Process for City Attorney and MOU Regarding Management of City Attorney (Administration). Darren Gore, City Manager, and Mayor McFarland announced Adam Tucker, City Attorney, will leave City employment in mid-February for another opportunity. Mr. Tucker's departure necessitates initiation of a formal selection process to find and hire a new City Attorney.

In response, Mr. Gore presented a Council Communication and documents outlining a proposed timeline that includes finalizing the job description and a memorandum of understanding (MOU), advertising the position through Human Resources and professional municipal organizations, screening applicants with a minimum of ten years of municipal law experience and Tennessee licensure, and conducting executive team evaluations followed by Council interviews. The goal is to select a candidate by the end of March, with a new City Attorney anticipated to begin in May.

Because Mr. Tucker's departure will occur before the process is complete, Mr. Gore advised that an Interim City Attorney be appointed at the February 12, 2026 Council Workshop. Mr. Gore also explained that the proposed MOU is intended to clarify collaboration and expectations between the City Council, City Manager, and City Attorney, while preserving City Charter authority and existing employment agreements.

Council discussed the importance of maintaining an objective, open, and fair hiring process and agreed that additional time was needed to review the proposed process and MOU.

Council members expressed support but requested time to review the plan further, with formal approval expected at the January 22, 2026 meeting.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 8:14 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN E. TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Rezoning property along Ashers Fork Drive
[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 of approximately 9.6 acres located along the north side of Ashers Fork Drive south of New Salem Highway.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this rezoning request on November 5, 2025.

Background Information

O'Brien Loyd Venture presented to the City a zoning application [2025-422] for approximately 9.6 acres located along Ashers Fork Drive to be rezoned from RS-6 (Single-Family Residential District 6) to RS-A, Type 2 (Single-Family Residential Attached District -- Suburban Townhouse). During its regular meeting on November 5, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On January 8, 2026, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

The rezoning, if approved, will allow for the expansion of the Waites Creek Crossing residential development with a townhome component, which will provide additional opportunities for home ownership in the Cason Lane/New Salem Highway area.

Attachments:

Ordinance 26-OZ-02

ORDINANCE 26-OZ-02 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 9.6 acres located north of Ashers Fork Drive from Single-Family Residential Six (RS-6) District to Single-Family Attached Suburban Townhome (RS-A Type 2) District; O'Brien Loyd Venture, applicant, [2025-422].

**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 Single-Family Attached Suburban Townhome (RS-A Type 2) 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:

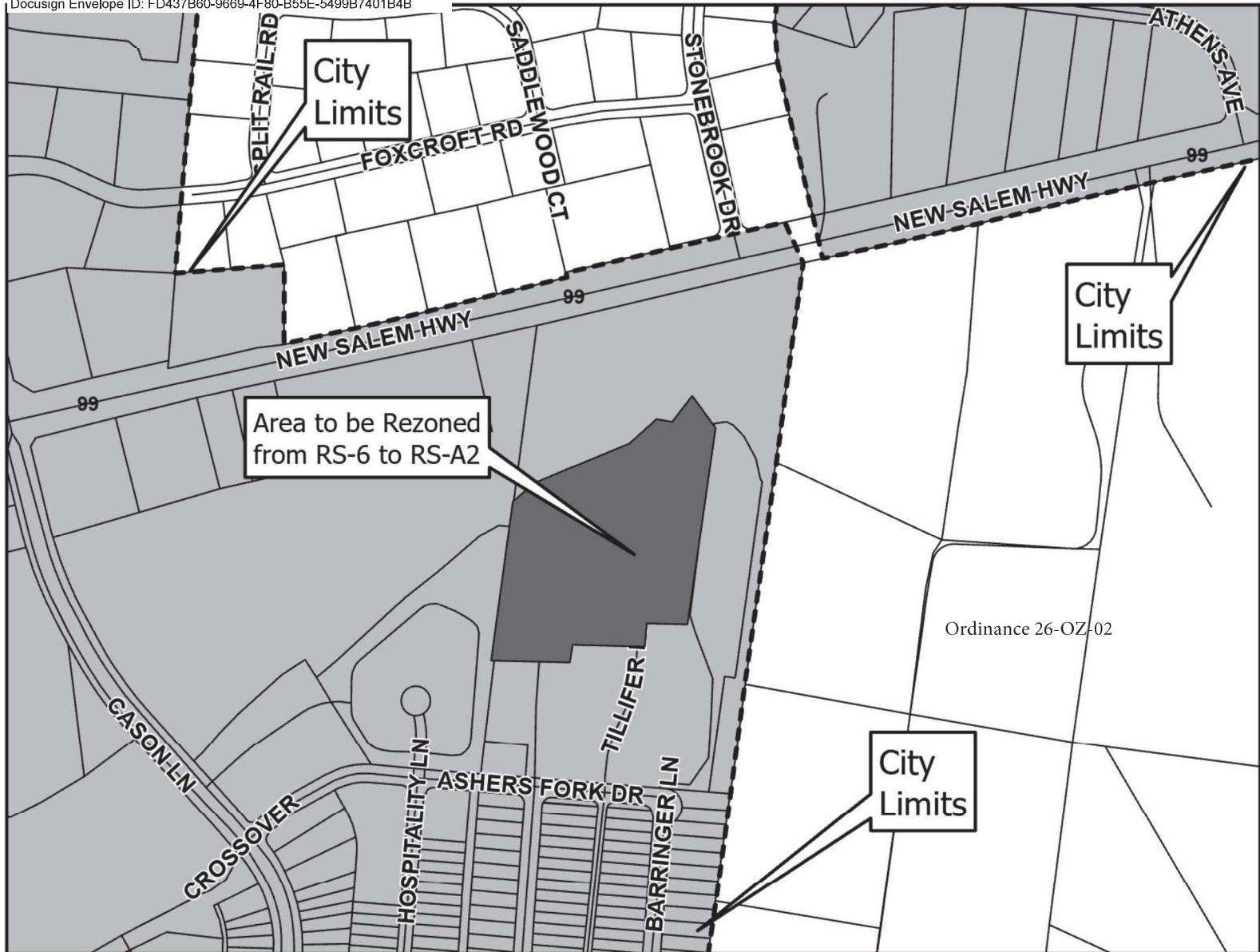
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Zoning for property along Old Salem 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 27.9 acres located along the northwest side of Old Salem Road west of Veterans Parkway simultaneous with annexation.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request on November 5, 2025.

Background Information

Patterson Company, LLC presented to the City a zoning application [2025-419] for approximately 27.9 acres located along the northwest side of Old Salem Road to be zoned PRD (Planned Residential District) simultaneous with annexation. During its regular meeting on November 5, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On January 8, 2026, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a subdivision with both single-family residential detached and single-family residential attached dwellings, increasing opportunities for homeownership in the desirable New Salem Highway corridor.

Attachments:

Ordinance 26-OZ-01

ORDINANCE 26-OZ-01 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 27.9 acres along Old Salem Road as Planned Residential Development (PRD) District (Old Salem PRD) simultaneous with annexation; Patterson Company, LLC, applicant(s) [2025-419].

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 Residential Development (PRD) 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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

Erin Tucker
City Recorder

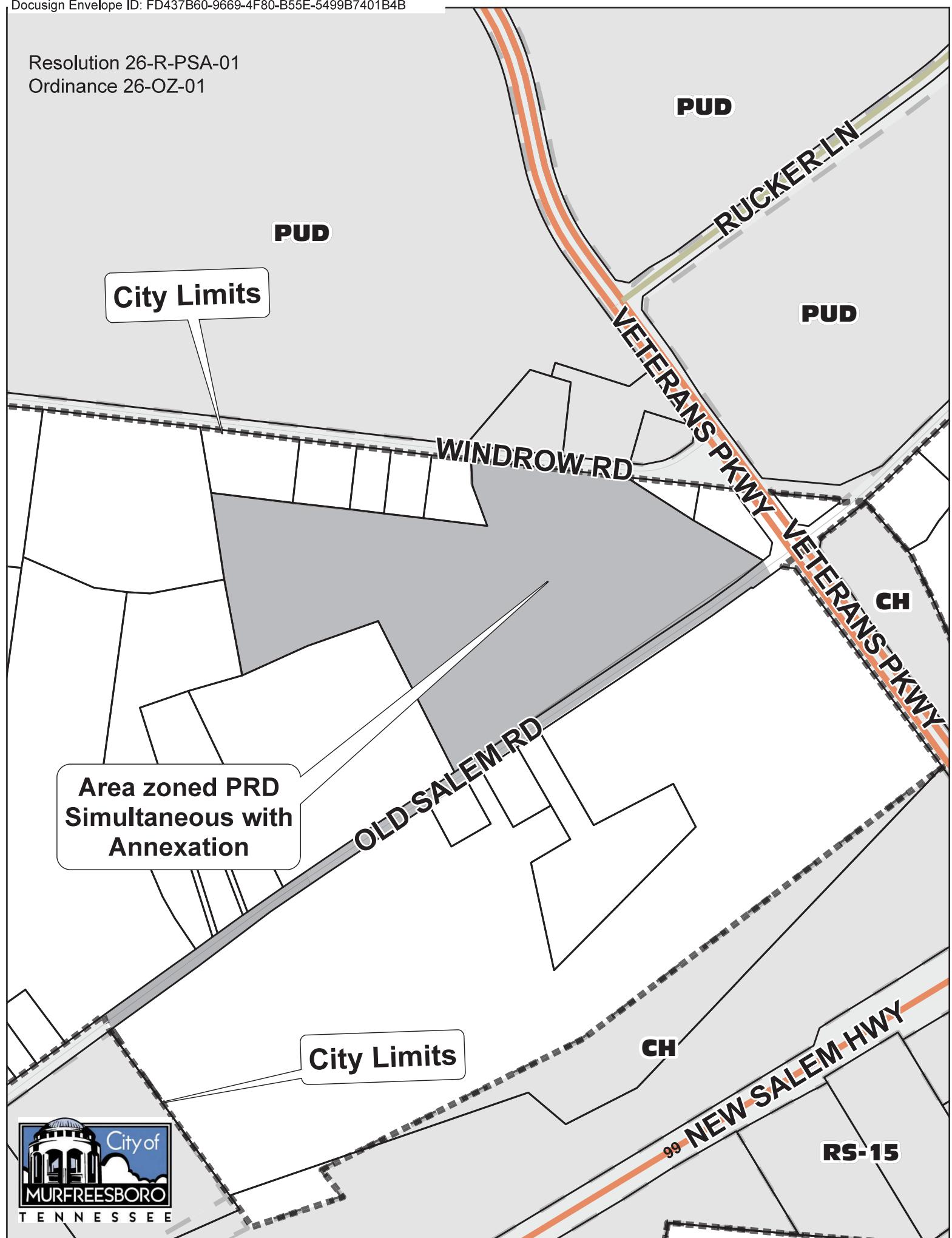
APPROVED AS TO FORM:

Signed by:

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Resolution 26-R-PSA-01
Ordinance 26-OZ-01



COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Sewer Allocation Variance- Memorial Boulevard – Seven Brew

Department: Planning

Presented by: Brad Barbee, Principal Planner

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 5.4 sfu's for a proposed coffee restaurant.

Background Information

The Planning Department has conducted due-diligence and pre-application meetings regarding a proposed coffee restaurant located along the east side of Memorial Boulevard several lots to the south of the City's fire station. The property in question is zoned Commercial Highway (CH), which only allows 2.5 single-family unit equivalents (sfu) per acre.

The lot in question is \approx 0.68 acres in size, allowing for only 1.7 sfu. The anticipated usage, based on the proposed coffee restaurant use, is approximately 7.08 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.

Concurrence

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements. MWRD advises that variance requests be diligently considered to ensure

the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The development will generate tax and fee revenue as well as pay one-time development fees.

Attachments

1. Request letter from applicant
2. Concept site plan and miscellaneous exhibits from the applicant
3. Memo from MWRD



January 12, 2026

Mr. Ben Newman
Director of Land Management & Planning
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN

Subject: Request for Sanitary Sewer Variance
Proposed 7 Brew Coffee Shop
2220 Memorial Boulevard
Murfreesboro, TN 37130
Gresham Smith Project No. 49048.00

Dear Mr. Newman:

This letter is in reference to the above project, located at 2220 Memorial Boulevard. We would like to request a variance to allow 7 Brew to connect to the public water and sewer system. This parcel is not located within any special sewer assessment district. City code calculates the allowed SFUs by the size of the property. Our lot is 0.68 acres which allows 1.7 SFUs. 7 Brew has an existing facility on N. Thompson Lane that is using the equivalent of 7.08 SFUs.

As a drive-through coffee shop, a substantial portion of 7 Brew's water usage is incorporated into beverages that are sold to customers and leave the site in cups, rather than being discharged into the sanitary sewer system. As a result, the actual sewer impact is materially lower than what would typically be associated with comparable water usage for other commercial uses. Based on this operational characteristic, we are requesting the city approve the difference and allow an additional 5.4 SFUs for this development.

Please contact me at (615) 770-8204 if you have any questions.

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com

Sincerely,

Joe Johnston

Joe Johnston
Senior Associate
Land Planning and Design Services

Attachments: - Site Utility Plan

Copy	Matthew Blomeley, Assistant Planning Director
	Valeria Smith, Water Resources
	Michelle Pinkston, Water Resources
	Anita Heck, Water Resources
	Bob Gage, Who Brew
	Ana Teco, Who Brew

MURFREESBORO WATER AND SEWER NOTES:

- COMPLETE SPECIFICATIONS FOR THE WATER LINES, "WATER LINE SPECIFICATIONS AND DRAWINGS", NOVEMBER 2022 ED., ARE ON FILE AT THE MURFREESBORO WATER RESOURCES DEPARTMENT ENGINEERING ANNEX AND CAN ALSO BE FOUND ONLINE AT [HTTPS://WWW.MURFREESBOROTN.GOV/DOCUMENTCENTER/VIEW/26345/2022-FINAL-WATER-SPECIFICATIONS-AND-DETAILS](https://www.murfreesborotn.gov/documentcenter/view/26345/2022-final-water-specifications-and-details)
- COMPLETE SPECIFICATIONS FOR THE SEWER LINES, "SEWER LINE SPECIFICATIONS AND DRAWINGS", NOVEMBER 2022 ED., ARE ON FILE AT THE MURFREESBORO WATER RESOURCES DEPARTMENT ENGINEERING ANNEX AND CAN ALSO BE FOUND ONLINE AT [HTTPS://WWW.MURFREESBOROTN.GOV/DOCUMENTCENTER/VIEW/26344/2022-FINAL-SEWER-SPECIFICATIONS-AND-DETAILS](https://www.murfreesborotn.gov/documentcenter/view/26344/2022-final-sewer-specifications-and-details)
- (WATER / SEWER) CONSTRUCTION MUST BE IN ACCORDANCE WITH ALL MWRD SPECIFICATIONS AND DRAWINGS.
- CONCERNING WATER LINE CONSTRUCTION, RESTRAINTS SUCH AS RODS OR KICKERS SHALL BE INSTALLED AT ANY CHANGE IN DIRECTION WHERE FITTINGS ARE REQUIRED, AT ALL DEAD-ENDS, AND AT ANY LOCATION AS DIRECTED BY THE WATER RESOURCES DEPARTMENT.
- CONTRACTOR MUST HAVE A STATE OF TENNESSEE LICENSE, MUNICIPAL UTILITY (MU) CLASSIFICATION, TO PERFORM WORK.
- ALL WATER MAIN LINE TAPS WILL BE MADE BY THE MURFREESBORO WATER RESOURCES DEPARTMENT.
- UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES THE MINIMUM FLOOR ELEVATION (M.F.E.) TO BE SET AT OR ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. AS AN ALTERNATIVE, THE HOMEOWNER SHALL INSTALL A BACKWATER VALVE PER THE PLUMBING CODE AND EXECUTE AND RECORD A RELEASE OF INDEMNIFICATION AGAINST THE CITY OF MURFREESBORO WITH REGARDS TO THE SANITARY SEWER CONNECTION. THE BUILDER AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THIS REQUIREMENT.
- TRENCH CHECK DAMS, AS CALLED OUT IN THE MWRD SPECIFICATIONS, ARE TO BE INSTALLED AT THE DISCRETION OF THE WATER RESOURCES DEPARTMENT.
- THE EXISTING SEWER MAINS AND/OR MANHOLES MUST BE (TESTED / TELEvised) BEFORE AND AFTER CONSTRUCTION. SHOULD THE SEWER NOT BE (TESTED / TELEvised) PRIOR TO CONSTRUCTION ANY DEFECTS FOUND AFTER CONSTRUCTION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AT HIS OR HER EXPENSE.
- ALL PROPOSED MANHOLES MUST BE WRAPPED IN A CONSEAL, OR AN APPROVED EQUAL, 12" MINIMUM WATER AND SOIL BARRIER WRAP AT EACH MANHOLE SECTION JOINT AND AT ANY OTHER MANHOLE COMPONENT AS DIRECTED BY MWRD.
- NO MORE THAN 25 PERCENT OF THE DOLLAR AMOUNT OF THE CONTRACT MAY BE AWARDED TO SUBCONTRACTORS
- A MAXIMUM OF 2-6" (6 IN.) ADJUSTMENT RINGS WILL BE ALLOWED PER ANY EXISTING OR PROPOSED MANHOLES ASSOCIATED WITH THIS INSTALLATION. IF ANY MANHOLE REQUIRES ADJUSTMENT BEYOND THE 2-6" ADJUSTMENT RINGS ALLOWED THEN THE CONTRACTOR MUST REMOVE, ADJUST, OR ADD BARREL SECTIONS TO THE MANHOLE TO GET IT TO GRADE AT HIS OR HER OWN EXPENSE.
- ALL NEWLY CONSTRUCTED SANITARY SEWER MAINS, REHABILITATED SANITARY SEWER LATERALS AND MAINS, EXISTING SANITARY SEWER MAINS THAT INTERSECT UNDER OR OVER A NEWLY CONSTRUCTED OR REMOVED UTILITY, OR ANY SEWER MAIN THAT HAS BEEN PHYSICALLY ALTERED IN ANY WAY MUST BE FULLY TELEvised VIA AN IN-LINE CLOSED CIRCUIT TELEVISION (CCTV) POST CONSTRUCTION SURVEY FULLY COMPLIANT WITH THE GUIDELINES SET FORTH BY THE NORTH AMERICAN SANITARY SEWER COMPANY'S (NASSCO) PIPELINE ASSESSMENT CERTIFICATION PROGRAM (PACP) AT THE EXPENSE OF THE CONTRACTOR.

SANITARY SEWER STRUCTURE TABLE				
STRUCTURE	TYPE	RIM	PIPE IN : I.E.	PIPE OUT : I.E.
CO 1	CO	607.91	CO 2 - CO 1 - 4" PVC (NW) : 599.00	CO 1 - SS-A1 - 4" PVC (S) : 599.00
CO 2	CO	608.64	CO 3 - CO 2 - 4" PVC (NW) : 602.96	CO 2 - CO 1 - 4" PVC (SE) : 602.96
CO 3	CO	608.64	CO 6 - CO 2 - 4" PVC (W) : 602.96	CO 3 - CO 2 - 4" PVC (SE) : 603.65
CO 4	CO	608.66	CO 5 - CO 4 - 4" PVC (NW) : 603.65	GT - 4" PVC (SE) : 603.65
CO 5	CO	608.70	CO 6 - CO 5 - 4" PVC (W) : 604.52	CO 5 - CO 4 - 4" PVC (SE) : 604.52
CO 6	CO	608.72	CO 7 - CO 6 - 4" PVC (W) : 604.71	CO 6 - CO 5 - 4" PVC (E) : 604.71
CO 7	CO	608.74		CO 7 - CO 6 - 4" PVC (E) : 604.85
CO 8	CO	608.31	CO 9 - CO 8 - 4" PVC (NW) : 603.20	CO 8 - CO 2 - 4" PVC (E) : 603.20
CO 9	CO	608.71	CO 10 - CO 9 - 4" PVC (W) : 604.73	CO 9 - CO 8 - 4" PVC (SE) : 604.73
CO 10	CO	608.73		CO 10 - CO 9 - 4" PVC (E) : 604.85
SS-A1	WYE	607.75	CO 1 - SS-A1 - 4" PVC (N) : 593.22	

SANITARY SEWERPIPE Table				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
CO 7 - CO 6	4"	1.40'	10.00%	PVC
CO 6 - CO 5	4"	1.91'	10.00%	PVC
CO 5 - CO 4	4"	8.67'	10.00%	PVC
GT	4"	-----	-----	-----
CO 3 - CO 2	4"	6.92'	10.00%	PVC
CO 2 - CO 1	4"	39.59'	10.00%	PVC
CO 1 - SS-A1*	4"	9.34'	-----	PVC
CO 10 - CO 9	4"	1.40'	8.66%	PVC
CO 9 - CO 8	4"	17.60'	8.66%	PVC
CO 8 - CO 2	4"	2.83'	8.66%	PVC

** CONTRACTOR TO INSTALL 45° BEND AT TAP

LEGEND	
-----	PROPERTY LINE
-----	BUILDING LINE
W-W	WATER LINE (SIZE VARIES)
SAN	SANITARY SEWER
ST-ST	STORM SEWER
UG-E	UNDERGROUND ELECTRIC
G-G	NATURAL GAS
-----	SANITARY SEWER EASEMENT
W	EXISTING WATER METER
BFP	BACKFLOW PREVENTER
WATER VALVE & BOX	WATER VALVE & BOX
WATER PLUG	WATER PLUG
SS	EXISTING SANITARY MANHOLE
●	SANITARY CLEANOUT

**Gresham
Smith**

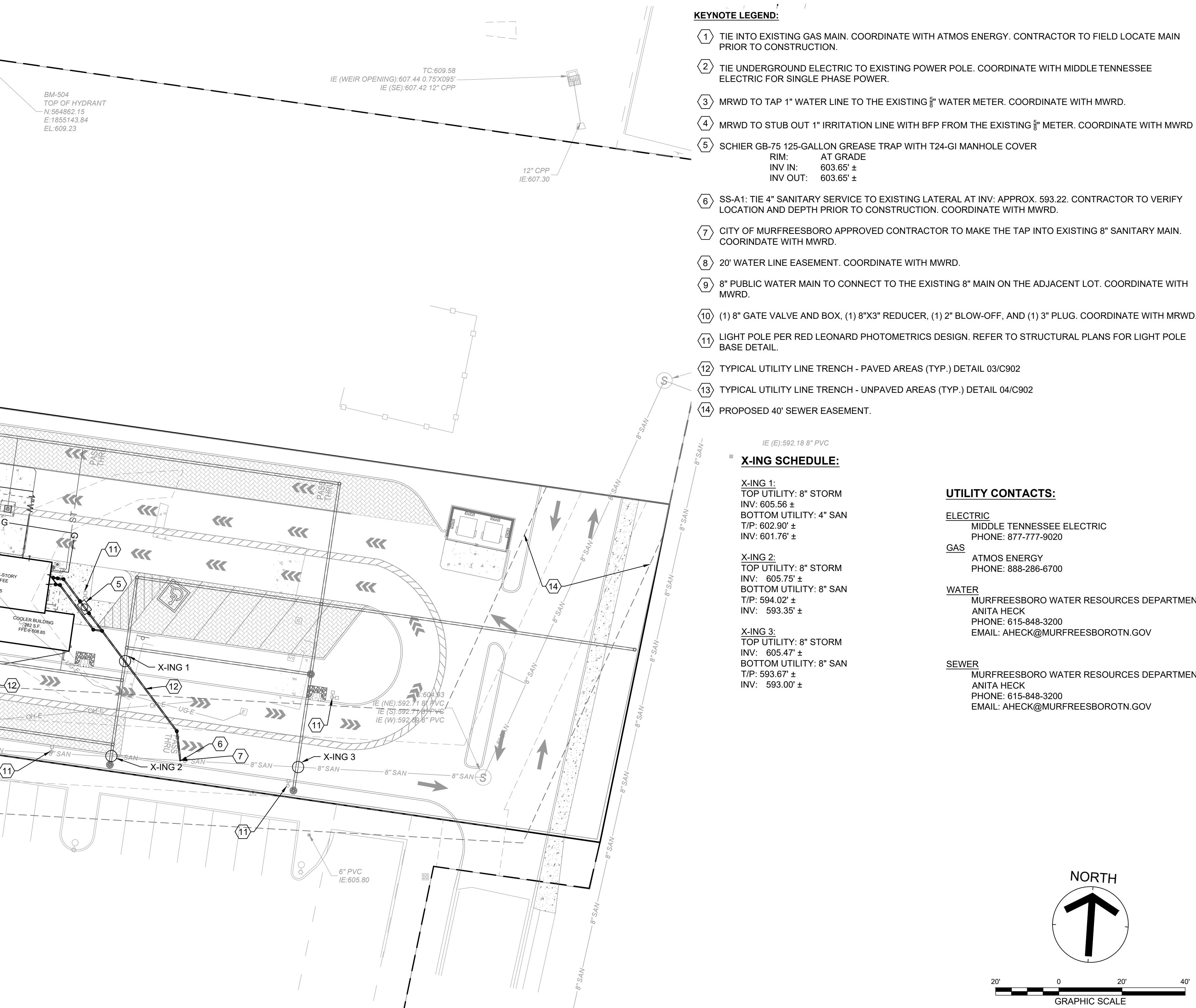
GreshamSmith.com

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100

7 BREW - MURFREESBORO
2220 MEMORIAL BLVD.
MURFREESBORO, TN 37129

TABLES LEGEND:

CO EXTERIOR SERVICE CLEAN OUT DETAIL. DETAIL 02/C904
GT SCHIER GB-75 125-GALLON GREASE TRAP WITH T24-GI MANHOLE COVER.









... creating a better quality of life

MEMORANDUM

DATE: January 14, 2026

TO: Ben Newman

FROM: Valerie Smith

SUBJECT: 7 Brew – 2220 Memorial Blvd
Sewer Allocation Ordinance (SAO)
Variance Request - Revised

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 connection model of the system and per the 2024 Sewer Allocation report, this Basin MF08 currently has capacity for 3,574 connections at the downstream end of the basin. By committing sewer service to this development, Basin 08's sewer connection capacity will be reduced by a single-family unit equivalent of 7.08 connections, resulting in 3,567 available connections for future developments. Per the existing Commercial Highway (CH) zoning (allotted 2.5 sfu/acre) and acreage, .68 acres, the property is allowed 1.7 sfu's. Therefore, the development is requesting a variance of 5.4 sfu's.

Currently, staff has determined there is capacity downstream of the site. This facility has a larger sewer discharge than the 400 gpd per connection average the model is based upon. The Memorial Blvd corridor is a very attractive area within the City. This area upstream of the VA Pump Station at the Publix shopping center has limited remaining capacity and until improvements are made to this station to regain sewer capacity or until the Cherry Lane corridor is constructed, which will redirect some sewer flows from this VA Pump Station, staff has requested that developments be limited to 4 sfu's/acre. Affording this development over the 4 sfu's will further limit development on other properties within the same area. Therefore, 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: 01/22/2026

Item Title: Resolution 26-R-07 Corebridge (VALIC) Plan Services Agreement

Department: Human Resources

Presented by: Randolph Wilkerson, HR Director

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

Consider adoption of Resolution 26-R-07 to authorize individuals in designated job titles to act on behalf of the City of Murfreesboro's 401(a) and 457(b) defined contribution plans under the Corebridge (VALIC) Plan Services Agreement.

Staff Recommendation

Approve Resolution 26-R-07, authorizing individuals in designated job titles to act on behalf of the City of Murfreesboro's 401(a) and 457(b) defined contribution plans under the Corebridge (VALIC) Plan Services Agreement.

Background Information

Following a competitive RFP process and a comprehensive evaluation of qualified respondents, staff selected Corebridge Financial, Inc. (VALIC) to provide recordkeeping and administrative services for the City's 401(a) and 457(b) defined contribution plans.

Under the Corebridge Plan Services Agreement, the City must formally authorize individuals in certain job titles to act on behalf of the plans. Resolution 26-R-07 provides this authorization, and Attachment A identifies the designated positions.

Council Priorities Served

Establish a strong City brand.

Partnering with Corebridge strengthens the City's employee benefits offering through improved service quality, educational and wellness tools, and competitive investment options, supporting recruitment, retention, and overall employee satisfaction.

Fiscal Impact

There is no fiscal impact on the City, as all expenses associated with this agreement are paid by plan participants (employees).

Attachments

1. Resolution 26-R-07
2. Attachment A: List of Designated Positions

RESOLUTION 26-R-07 authorizing those individuals with the job titles set forth herein to act on behalf of the City of Murfreesboro 457(b) Plan and City of Murfreesboro 401(a) Plan.

WHEREAS, City of Murfreesboro (hereinafter, the “Employer”) established City of Murfreesboro 457(b) Plan and City of Murfreesboro 401(a) Plan (hereinafter, the “Plans”) for the benefit of its employees and their beneficiaries;

WHEREAS, the Employer is establishing or has established a Custodial account for which VALIC Trust Company, Inc. serves as Custodian; and

WHEREAS, the Employer desires to authorize individuals holding certain positions with the Employer to act on behalf of the Plans.

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

SECTION 1. The City of Murfreesboro hereby invests the fullest authority in any individual (each an “Incumbent”) holding a position with the Employer identified below according to the title of the position (each a “Designated Position”) for the duration of the period (the “Inc incumbency Period”) in which such Incumbent holds the Designated Position.

SECTION 2. That each Incumbent is empowered during said Incumbent’s Inc incumbency Period to execute any documents that VALIC Trust Company, Inc. requires relevant to the opening or maintaining of an account for the Plans; and

SECTION 3. That each Incumbent is empowered during said Incumbent’s Inc incumbency Period to take any and all action deemed by any Incumbent to be proper in connection with said account, including, but not limited to, being empowered to give written instructions to VALIC Trust Company, Inc. with respect to account transactions.

SECTION 4. The Designated Positions invested with the authority set forth in Sections 1, 2, and 3 of this Resolution are:

- Mayor
- City Recorder & Treasurer
- City Manager
- Human Resources Director
- Assistant Human Resources Director

SECTION 5. The City of Murfreesboro grants the responsibility and authority to take whatever actions and to execute whatever instruments that may be necessary or convenient for the day-to-day transactions and Plan operations to the person or persons in the positions identified below:

- Benefits Administrator
- Human Resources Generalist
- Payroll Supervisor
- Director of Finance

SECTION 6. Attachment A to this Resolution sets forth the names and signatures of the individuals holding the Designated Positions authorized to act under Sections 1, 2, and 3 herein and the employees authorized to act under Section 5 herein. Furthermore, Attachment A may be revised by the City Recorder or her/his designee as needed when the individual holding the positions set forth herein changes without need for further Council approval.

SECTION 7. 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:

43A2035E51F9401...
Adam F. Tucker
City Attorney

ATTACHMENT A

TO

RESOLUTION 26-R-07 AUTHORIZING INDIVIDUALS TO ACT ON BEHALF OF
 CITY OF MURFREESBORO 457(b) PLAN and
 CITY OF MURFREESBORO 401(a) PLAN

LIST OF DESIGNATED POSITIONS

*For future employee changes, please include name of Current Incumbent or Employee and obtain their signature and City Recorder approval.

DESIGNATED POSITION AUTHORIZED TO ACT UNDER SECTIONS 1, 2, & 3 OF RESOLUTION 26-R-07	CURRENT INCUMBENT NAME*	CURRENT INCUMBENT SIGNATURE
Mayor	Shane McFarland	
City Recorder & Treasurer	Erin Tucker	
City Manager	Darren Gore	
Human Resources Director	Randolph Wilkerson	
Assistant Human Resources Director	Rhonda Darnell	
POSITION AUTHORIZED TO ACT UNDER SECTION 5 OF RESOLUTION 26-R-07	CURRENT EMPLOYEE NAME*	CURRENT EMPLOYEE SIGNATURE
Benefits Administrator	Karen Heyduck	
Human Resources Generalist	George Neal Killian	
Payroll Supervisor	Rachel Blum	
Director of Finance	Amanda DeRosia	

Approved by City Recorder: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Selection Process for City Attorney and adoption of a Legal Department Operational Service Delivery Policy

Department: Administration

Presented by: Darren Gore, City Manager

Requested Council Action:

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

Summary

Consider a proposed process to select the next City Attorney and consider a resolution adopting a Legal Department Operational Service Delivery Policy.

Recommendation

Approve the City Attorney selection process and adopt resolution 26-R-08.

Background Information

Staff has prepared a proposed selection process in the attached exhibit that identifies dates and activities necessary to select and hire the next City Attorney by the end of March 2026. Staff would like the council's approval on the approach to ensure we are as timely and effective as possible to replace this charter appointed position.

Additionally, the terms of a previously presented Memorandum of Understanding (MOU) presented to the council on January 8th has been revised in the form a policy. The policy is consistent with the MOU approach in setting expectations involving the functions of the City Attorney regarding day-to-day supervisory responsibilities, matter management requirements involving other city departments, as well as affording the City Manager monitoring and evaluation of service delivery and performance review of the Legal Department. The policy details the operational service delivery expectations of the Legal Department and is intended to ensure priorities within the Legal Department are aligned with the city's operational goals and objectives.

Please note that the policy does not affect or impact:

- The employment agreement of the City Attorney.
- The city charter-based authority or any language relating to duties of the City Attorney.

A resolution has been prepared for the council to adopt the referenced policy, and the implementation of the policy is included in the revised City Attorney job description's essential functions.

Council Priorities Served

Establish strong City brand

Setting clear management expectations and collaboration requirements will improve performance and efficiency between the Legal Department and other city departments.

Fiscal Impact

None

Attachments

1. Proposed City Attorney Selection Process
2. Resolution 26-R-08 adopting the Legal Department Operational Service Delivery Policy
3. City Attorney Job Description

City Attorney Selection Process



February 12, 2026

**Appoint Interim
City Attorney**

January 9-22, 2026

**Finalize City Attorney Job
Description and Adoption of
Legal Dept. Operational Service
Delivery Policy**



January 23 - February 6, 2026

On-line Job Advertisement

- Murfreesboro Job Portal
- TN Municipal Attorneys Assoc.
- MTAS

February 7 - 20, 2026

Pre-screening

- Experience
- TN Licensure
- TCA Knowledge
- Reference Check

February 21 -
March 13, 2026

Executive Team Assessment

- Incorporate Legal Team Questions
- 2 Panel Evaluation Assessment for City Council
- Leadership Fit
- Legal Reasoning
- Situational Judgment Scenarios



March 14 - 27, 2026

City Council Interview

- Finalist Selection
- Contract Approval
- MOU with City Manager



RESOLUTION 26-R-08 adopting the City of Murfreesboro Legal Department Operational Service Delivery Policy.

WHEREAS, the City Charter of the City of Murfreesboro establishes the roles and responsibilities of the City Attorney, City Manager, and City Council with respect to legal representation, supervision, and departmental operations; and

WHEREAS, the City Council desires to ensure that the delivery of legal services to City departments is effective, efficient, and aligned with the City's operational and policy needs; and

WHEREAS, the City Manager and City Attorney jointly developed the Legal Department Operational Service Delivery Policy (hereinafter the “Policy”) to clarify supervisory authority, operational responsibilities, communication expectations, and procedures for engaging outside legal counsel; and

WHEREAS, the Policy memorializes and formalizes practices necessary for maintaining professional independence of the City Attorney, while also ensuring appropriate oversight, accountability, and responsiveness in the delivery of legal services; and

WHEREAS, the City Council finds that adoption of the Legal Department Operational Service Delivery Policy is in the best interests of the City and promotes transparency, consistency, and effective governance.

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

SECTION 1. The City of Murfreesboro Legal Department Operational Service Delivery Policy, attached hereto as Exhibit A, is hereby adopted as the official policy governing the organization, supervision, and operation of the City's Legal Department.

SECTION 2. Authorization for Implementation. The City Manager and City Attorney are authorized and directed to implement the Policy, develop any needed procedures, and ensure its provisions are carried out within their respective areas of authority.

SECTION 3. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

43A2035E51F9401...
Adam F. Tucker
City Attorney

EXHIBIT A to RESOLUTION 26-R-08

CITY OF MURFREESBORO
LEGAL DEPARTMENT OPERATIONAL SERVICE DELIVERY POLICY

1. Purpose

The purpose of the City of Murfreesboro Legal Department Operational Service Delivery Policy (hereinafter the “Policy”) is to establish a clear, collaborative process for the City Manager to provide input and participate in the evaluation of Legal Staff performance on operational service delivery to City departments, while recognizing the City Attorney’s day-to-day supervisory role and professional independence.

2. Role of the City Attorney

2.1 Duty to the Organization

The City Attorney represents the City of Murfreesboro as an organization, acting in the best interests of the City as a whole rather than any individual official, employee, or department.

2.2 Independence and Professional Judgment

The City Attorney shall exercise independent professional judgment and provide candid legal advice, even when such advice may be contrary to the preferences of individual officials or staff.

2.3 Reporting Obligations Within the Organization

If the City Attorney becomes aware that any officer, employee, or other person associated with the City is engaged in conduct, intends to engage in conduct, or refuses to act in a matter related to the City’s legal interests that constitutes a violation of a legal obligation to the City, or a violation of law that could reasonably be imputed to the City and is likely to result in substantial injury to the City, the City Attorney shall take action reasonably necessary to protect the best interests of the City. Unless the City Attorney reasonably believes such action is unnecessary to protect the City’s interests, the City Attorney shall refer the matter to higher authority within the organization, including, if appropriate under the circumstances, to the highest authority capable of acting on behalf of the City as defined by applicable law.

2.4 Communication with City Leadership

The City Attorney shall promptly inform the City Manager and City Council of significant legal risks, potential violations, or matters requiring policy-level attention.

When issues involve potential misconduct by senior officials or matters requiring escalation, the City Attorney shall notify the Mayor and City Council.

The City Council, Mayor, and individual Council Members may request legal advice directly from the City Attorney on any matter related to the City's interests, including, but not limited to, legislation, governance, ethics, or policy. The City Attorney shall inform the City Manager of requests that will require significant time or resources so that the City Manager and City Attorney can coordinate the performance of such work with the Legal Department's other obligations; provided, however, the City Attorney nor any subordinate attorney shall not be required to disclose information to the City Manager where such disclosure would violate the City Attorney's or subordinate attorney's ethical obligations or where the request concerns the legality of the City Manager's actions or otherwise concerns the City Manager's job performance under the Charter or the City Manager's employment agreement.

2.5 Specific Duties and Responsibilities under the City Charter

As established in Section 66 of the City Charter, the City Attorney is responsible for:

- Directing the management of all litigation in which the City is a party, including performing the functions of prosecuting attorney in the City Court;
- Representing the City in all legal matters and proceedings in which the City is a party or has an interest, or in which any City officer is officially interested;
- Attending and providing legal counsel at City Council meetings;
- Advising the City Council, its committees or members, the City Manager, the City Recorder, and all department or division heads on all legal questions affecting the City's interests; and
- Approving as to form all contracts, deeds, bonds, ordinances, resolutions, and other documents to be signed in the name of or made by or with the City.

The City Attorney may perform these functions directly or indirectly through subordinate attorneys within the Legal Department or outside legal counsel appointed or engaged in accordance with Section 4 of this Policy.

3. Appointment, Supervision, and Removal of City Attorney

In accordance with Section 65 of the City Charter, the City Attorney is appointed by City Council, although the City Council may authorize the City Manager and other City personnel to participate in the recruitment and interview process in an advisory capacity.

The City Council has ultimate responsibility for evaluating the performance of the City Attorney, although the City Manager, in accordance with Section 42 of the City Charter, has the authority to direct the work of the City Attorney subject to the limitations set forth in Section 5 below. The City Manager shall report concerns about the City Attorney's job performance to the City Council;

however, the City Manager shall not retaliate against the City Attorney for exercising the attorney's independent professional judgment in providing legal advice in good faith or acting in accordance with the attorney's legal and ethical obligations. The City Council has exclusive authority to discipline or remove the City Attorney.

4. Appointment and Supervision of Subordinate Attorneys within the Legal Department and Engagement of Outside Legal Counsel

4.1 Subordinate Attorneys within the Legal Department

The City Manager may appoint subordinate attorneys to serve within the Legal Department under the direction of the City Attorney provided City Council has given budgetary authorization for the appointment. The City Manager and City Attorney will coordinate the selection process for subordinate attorneys with the City Attorney making a hiring recommendation to the City Manager. All hiring recommendations are subject to approval by the City Manager.

4.2 Engaging Outside Legal Counsel

The City Manager may engage outside legal counsel approved by the City Attorney to represent the City's interests where the cost of such engagements do not exceed the City Manager's budgetary authority. The work of such attorneys shall be directed and supervised by the City Attorney. Where the cost of the engagement exceeds the City Manager's budgetary authority, the engagement of outside legal counsel shall be approved by City Council.

In accordance with Section 67 of the City Charter, the City Council has exclusive authority to employ special counsel, not subject to the direction and supervision of the City Attorney, to represent the City or its interests.

5. Supervision and Management of the Legal Department's Operations

The City Charter establishes that the City Attorney and City Manager share responsibility for the operation of the Legal Department. See Murfreesboro City Charter §§ 41, 42 & 66.

The City Attorney is responsible for the day-to-day operations of the Legal Department, managing the delivery of legal services, and supervising the Department's staff. These "core" responsibilities are set forth in more detail in Appendix 1. The City Attorney may perform these core responsibilities directly or delegate these responsibilities to other members of the Department.

The City Manager, by comparison, is ultimately responsible for directing the work of the City Attorney and Legal Department and ensuring that legal services are responsive to the legitimate needs of the City and are delivered in timely and efficient manner. In exercising this authority, however, the City Manager shall not interfere with the ability of the City Attorney or any subordinate attorney to exercise independent professional judgment; to render candid advice to the City Council, to the City's other boards and commission, and to the City's officers and

employees; and in general to perform the duties and responsibilities assigned to the City Attorney and subordinate attorneys under the Charter in accordance with their legal and ethical obligations. In accordance with the Charter, the City Manager has final supervisory authority with respect to Legal Department personnel other than the City Attorney, and in consultation with the City Attorney, to appoint new employees and to evaluate the performance of, promote, discipline, and terminate the employment of existing employees.

The City Attorney shall keep the City Manager informed of ongoing legal matters affecting City operations, and the City Attorney and City Manager shall meet regularly to review priorities, deadlines, and the Legal Department's resource requirements. The City Attorney and City Manager shall work collaboratively to develop practices and procedures for the Legal Department to facilitate the delivery of legal services to the City's various departments, boards, and commissions. The City Manager shall provide structured operational feedback; identify service-level expectations; collaborate on land-use and development agreements; monitor internal customer satisfaction and other departmental needs. When conflicts arise between Council-initiated and staff-initiated legal work, the City Manager and City Attorney will confer with City Council to establish priorities.

The City Attorney shall prepare the annual budget for the Legal Department in consultation with and subject to the approval of the City Manager and Chief Financial Officer. The City Manager shall have final authority to determine all aspects of the Legal Department's budget to be submitted to City Council for approval. Notwithstanding the foregoing, the City Attorney has an affirmative obligation to inform City Council if the budget submitted by the City Manager to City Council for approval fails to provide adequate funding for legal representation of the City or otherwise to account for the City's legal obligations.

6. Dispute Resolution

If a dispute arises regarding the interpretation or application of this Policy, the Mayor shall meet with the City Manager and City Attorney—either together or individually—to attempt to resolve the dispute. The Mayor shall notify the other members of City Council that such meeting or meetings will occur and advise them of the outcome of such discussions. If the dispute cannot be resolved through this process, the matter will be placed before City Council for discussion and direction at a regular or special meeting.

7. Interpretation of Policy

Nothing in this Policy shall be construed to expand, diminish, or otherwise alter the City Council's, City Attorney's or City Manager's authority under the City Charter and City Code nor to alter the terms of the City Attorney's employment agreement or the City Attorney's legal or ethical obligations under applicable law. In the event of conflicting provisions, all documents will be construed according to the following priorities:

1. Applicable state or federal law, including the Tennessee Rules of Professional Conduct;
2. The City Charter
3. The City Code
4. The City Attorney's Employment Agreement
5. This Policy

Appendix 1 – Core Responsibilities

Supervisory Core Responsibilities

- **Workload Management:** Assigns cases and projects to Legal Department personnel (attorneys, paralegals, legal assistants, and other administrative staff) or outside legal counsel s based on expertise and current capacity; monitors the efficiency and effectiveness of professional workflow.
- **Performance Evaluation:** Conducts periodic performance reviews of Legal Department personnel, provides objective coaching, and identifies areas for professional development or necessary disciplinary action.
- **Quality Control:** As appropriate under the circumstances, reviews and edits legal opinions, legal pleadings, motions, and briefs, correspondence, ordinances, resolutions, contracts, and other work product prepared by subordinate staff to ensure they meet the city's legal standards. Whether review is warranted under the circumstances and the extent of any such review shall be based on the expertise of the legal staff performing the work and the significance of the work relative to the City's interests.
- **Mentorship:** Serves as a technical resource for Legal Department staff on all legal matters.

Matter Management Core Responsibilities

- **Matter Intake, Tracking & Management**
 - Serve as the central point for all legal matter submissions.
 - Perform initial intake: assign appropriate matter type, priority, and collaborate with attorneys to clarify scope, urgency, and required steps.
 - Utilize legal-matter management system to log case details
 - Set up tasks, key milestones, and alerts for critical deadlines
 - Monitor matter progress and provide regular status updates to attorneys and department leadership.
- **Process Optimization & Documentation**
 - Design and maintain standardized processes and templates for matter intake and closure.
 - Document workflows and produce internal guidance to ensure consistency across practices.
 - Analyze data to identify trends and inefficiencies; recommend improvements.

- **Collaboration & Communication**
 - Relay updates, reminders, and action items to department partners.
 - Facilitate matter handoffs and ensure parties have clarity on roles, responsibilities, timing.
 - Prepare regular reports on matter inventory, and workload distribution.
 - Source, test, and integrate new tools to enhance legal department efficiency and performance.
- **Standard Templates and Policies**
 - Develop and maintain standard templates for frequently used contracts, ordinances, resolutions, and other legal documents
 - Develop and implement departmental policies governing core functions of the Legal Department



General Description

The City Attorney is the City of Murfreesboro's chief legal officer and general counsel and is responsible for advising and representing the City of Murfreesboro so that it can perform its functions lawfully and with minimal risk. The position requires an individual who is a skilled professional capable of exercising independent judgment and who possesses excellent legal research, writing, and oral communication skills. The individual must have high personal and professional ethical standards and have the personal disposition and character necessary to work effectively with individuals from all levels of the organization (including elected and appointed officials), within the legal community, in judicial forums, and with members of the public.

This position reports directly to the Mayor and Council, although the City Manager, as the City's chief executive officer and client representative, is ultimately responsible, subject to limitations imposed by the City Charter and the City Attorney's other legal and ethical obligations, for directing the assignment of work to the City Attorney and ensuring that legal services are responsive to the legitimate needs of the City and are delivered in timely and efficient manner.

Essential Functions:

Provides legal representation and advice to the City and Murfreesboro City Schools (collectively, "City"), through their officials, employees, boards, and commissions, privately and at public meetings, on a variety of complex legal topics.

Directs the management of all litigation and other proceedings in which the City is party and represents the city, whether directly or indirectly through subordinate attorneys or outside legal counsel, in all legal matters and proceedings in which the city is a party or interested or in which any of its officers are officially interested,

Drafts and reviews ordinances, resolutions, policies, administrative directives, general orders, and forms to ensure compliance with applicable laws, often developing these documents collaboratively with other City employees.

Prepares, reviews, and approves contracts and other legal documents in connection with procurements and a wide variety of real estate and other transactions and when requested assists with negotiation of these transactions.

Issues legal opinions on bonds, loans and grant assurances, and in connection with other business transactions and legal obligations of the City as requested by City Council, City Manager, or Chief Financial Officer/City Recorder and as otherwise required by law

Responds to legal inquiries by City officials and staff often requiring legal and factual research and preparation of written opinions. Researches and analyzes complex legal issues and prepares legal advice relative to a broad variety of areas of the law including municipal law, employment, regulatory compliance, constitutional, public safety, real estate, zoning, land use, contract, collections, tax, bankruptcy, tort, education, and workers' compensation.

Attends all City Council meetings, or ensures the attendance of a subordinate attorney when the City Attorney is unable to attend.

Prepares/reviews correspondence or other documents regarding the City's position on significant, controversial or confidential matters.



Manages the day-to-day operations of the City's Legal Department, manages the delivery of legal services, and supervises the work of both Legal Department staff and outside legal counsel, except as otherwise provided by the City Charter, Ordinance, City Policy, or the City Attorney's employment agreement.

Implements the Legal Department Operational Service Delivery policy, developing any needed procedures, and ensuring it is carried out in conjunction with the City Manager.

Additional Duties:

Performs other work as assigned.

Physical Demands:

Performs sedentary work that involves walking or standing some of the time and involves exerting up to 10 pounds of force on a regular and recurring basis or sustained keyboard operations.

Minimum Education and Experience Requirements:

Requires a Juris Doctor degree. Requires ten years of professional legal experience including supervisory experience and substantial experience representing one or more local government entities.

Pre-employment requirement

Must be willing to consent to and participate in consumer and/or investigative consumer report (background check) with satisfactory results.

Must be able to communicate with others in written English to ensure the safe and efficient operations of the business.

Special Certifications and Licenses:

Must have a State of Tennessee license to practice law.

The City of Murfreesboro is an Equal Opportunity Employer.

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Ordinance 26-O-08 Amending Chapter 32 of the Murfreesboro City Code

Department: Police

Presented by: Chief Michael Bowen

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 first reading of Ordinance 26-O-08 amending chapter 32 of the City Code.

Staff Recommendation

Approve Ordinance 26-O-08 amending Chapter 32, Traffic, in regard to unloading motor vehicles from the roadway.

Background Information

The practice of loading and unloading car carriers and other trailers and trucks from a roadway or shoulder is unsafe to those engaging in such activity as well as others using the roadway. The department recommends amending Section 32-1407 to further define the elements that constitute an offense. Once adopted, this new ordinance could hold both the business and the carrier driver accountable, which could result in citations being issued. The proposed ordinance provides exceptions for instances such as a mechanical breakdown.

Council Priorities Served

Maintain Public Safety

Keeping our roadways clear of driving hazards promotes public safety.

Operational Issues

No operational issues are expected.

Attachments

Ordinance 26-O-08

ORDINANCE 26-O-08 amending the Murfreesboro City Code, Chapter 32, Traffic, Article XIV, Section 32-1407, regarding the loading and unloading of motor vehicles from the roadway and shoulder.

WHEREAS, the City has identified the practice of loading and unloading car carriers and other trailers and trucks from a roadway and shoulder as unsafe to both those engaged in such activity as well as others using the roadway.

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

SECTION 1. Section 32-1407 of the Murfreesboro City Code is hereby amended by deleting it in its entirety in lieu thereof inserting the following new provision:

Section 32-1407 Loading or unloading motor vehicles from the roadway or shoulder.

- (A) It is unlawful to load or unload motor vehicles from a car carrier, trailer, or other delivery vehicle parked on a roadway or shoulder.
- (B) It is unlawful for a business to permit or otherwise facilitate the transfer of a motor vehicle to or from a car carrier, trailer, or other delivery vehicle parked on a roadway or shoulder to or from property owned, leased, or otherwise controlled by the business.
- (C) Notwithstanding the foregoing subsections, it is not a violation of this section where the unloading of motor vehicles from a roadway or shoulder is necessary due to a mechanical breakdown of the car carrier, trailer, or delivery vehicle, due to the car carrier's, trailer's, or delivery vehicle's involvement in a vehicular accident, or where the unloading is conducted pursuant to the order of law enforcement or other first responder at the scene.

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Planning Commission Compensation

Department: Planning

Presented by: Ben Newman, Director of Land Management and Planning

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

Consider resolution establishing compensation for Planning Commission members who attend the Joint Conceptual Workshop meetings with the City Council.

Staff Recommendation

Approve the resolution.

Background Information

In 2020, Council passed an ordinance that allowed compensation for Planning Commission members to be set by resolution. At the same time, Council passed a resolution establishing the compensation as a flat amount of \$400 per member per month. When that resolution was passed in 2020, the Planning Commission conducted two regular meetings per month. In the Fall of 2025, in addition to the two regular meetings, Council and the Planning Commission began conducting the Joint Conceptual Workshop (JCW) meeting, adding a third meeting for Planning Commission members to attend in most months. Since the workload and time commitment required of Planning Commission members has been increased, this resolution is being proposed to compensate the Planning Commission members an additional \$200 for every JCW meeting that they attend. In addition, the resolution proposes to compensate the Planning Commission members for the three JCW meetings that have already occurred, for which they have not received additional compensation.

Council Priorities Served

Establish Strong City Brand

The Planning Commission devote a significant amount of time and effort in the discharge of their duties. Adequately compensating them for their time will assist the City in recruiting and retaining knowledgeable and dedicated individuals.

Fiscal Impact

Increasing compensation for the Planning Commission members as proposed in the attached resolution amounts to approximately \$11,200, which will be funded during the remainder of the fiscal year through department savings. Thereafter, the ongoing costs will be incorporated into the Department's annual budget.

Attachments:

Resolution 26-R-01

RESOLUTION 26-R-01 setting compensation to be paid to members of the Murfreesboro Planning Commission.

WHEREAS, Murfreesboro City Code Section 22-2 (D) authorizes City Council to establish rates of monthly compensation for members of the Murfreesboro Planning Commission and provides for eligibility of other expenses while engaged in the business of the Commission; and,

WHEREAS, Resolution 20-R-26 established a \$400 monthly stipend to members of the Planning Commission for their service on the Commission; and,

WHEREAS, a new Joint Conceptual Workshop has been established wherein both Planning Commission and City Council members attend monthly; and,

WHEREAS, Council wishes to compensate Planning Commission members for their attendance and participation in service at this workshop, in addition to their pre-established monthly stipend for regular Planning Commission meetings.

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

SECTION 1. Members of the Murfreesboro Planning Commission shall receive a base monthly stipend of \$400 for their service on the Commission. In addition, a member shall be paid an additional \$200 for each Joint Conceptual Workshop meeting the member attends in person.

SECTION 2. Planning Commission members who attended Joint Conceptual Workshop meetings on October 15, 2025, December 3, 2025, and/or January 7, 2026, shall receive retroactive compensation of \$200 per meeting attended in person.

SECTION 3. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

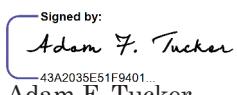
Passed: _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:

43A203SE51F9401...
Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Purchase of Mobile Data Terminals

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

Purchase of 40 mobile data terminals (MDT) for new police vehicles.

Staff Recommendation

Approve the purchase of 40 MDTs for new police vehicles from Insight Public Sector.

Background Information

The purchase of 40 MDTs is to equip new police vehicles currently on order. This equipment is available for purchase through an Omnia Partners cooperative contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current Omnia contract.

Council Priorities Served

Maintain Public Safety

Properly equipped vehicles are necessary to provide officers all available resources to perform job duties.

Fiscal Impact

The total expense of \$173,425 is funded from the department's FY26 operating budget.

Attachments

First Amendment to the Contract with Insight Public Sector, Inc.

**FIRST AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
INSIGHT PUBLIC SECTOR, INC.
FOR IT PRODUCTS & SERVICES**

This First Amendment (“First Amendment”) to the Contract entered March 22, 2024, (“Contract”) by and between City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and Insight Public Sector, Inc., a corporation of the State of Illinois (“Contractor”) is effective as of this _____.

RECITALS

WHEREAS, on March 22, 2024, the City entered into a contract with Insight Public Sector, Inc. for IT Products and Services pursuant to OMNIA Partners Cooperative Purchasing Contract No. 23-6692-03; and,

WHEREAS, the terms of the Contract are valid until April 30, 2028, or as amended by Omnia Partners; and,

WHEREAS, the City desires to purchase additional products and services set forth on Insight Public Sector Inc.’s Quote #0229096945 dated January 12, 2026;

WHEREAS, the additional products included on Insight Public Sector Inc.’s Quote #0229096945 as listed are \$173,428.00.

NOW THEREFORE, the City and Contractor mutually agree to the Amendment of the current Contract to include the purchase of forty (40) Panasonic Toughbook 55 and equipment set forth on Insight Public Sector Inc.’s Quote #0229096945 dated January 12, 2026. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of _____, 2026.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

INSIGHT PUBLIC SECTOR, INC.

By: _____
Erica Falchetti, Senior SLED Capture Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Account name: 10183254

CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO TN 37130-3573

SHIP-TO

MURFREESBORO POLICE DEPT
BILL TERRY
1004 N HIGHLAND AVE
MURFREESBORO TN 37130-2454

Quotation

Quotation Number : 0229096945
Document Date : 12-JAN-2026
PO Number : PANASONIC
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : Chalsey Hinton
Email : CHALSEY.HINTON@INSIGHT.COM
Phone : +14804096546

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : United Parcel Services/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Toughbook pricing on this quote is valid only with the purchase of the docks and cables

Material	Material Description	Quantity	Unit Price	Extended Price
HA-55LVDLT2	Havis Lite HA-55LVDLT2 - docking station OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 939.99 Discount: 26.378%	40	692.04	27,681.60
CF-LNDDC120	LIND PA1580-1642 - car power adapter - 120 Watt OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 209.99 Discount: 35.335%	40	135.79	5,431.60
FZ-55JV-35BM	Panasonic Toughbook 55 - 14" - Intel Core i5 - 1345U - 16 GB RAM - 512 GB SSD - 4G OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3985.99 Discount: 11.995%	40	3,507.87	140,314.80

Product Subtotal	173,428.00
TAX	0.00
Total	173,428.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Chalsey Hinton
+14804096546
CHALSEY.HINTON@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Contracts for Police Vehicle Equipment

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 contracts for police vehicle equipment.

Staff Recommendation

Approve the contracts with Dana Safety, On Duty Depot, Trucker's Lighthouse and TT of Columbia.

Background Information

ITB-16-2026 Police Vehicle Equipment was issued November 18, 2025. Four vendors were chosen from the lowest responsible bids to equip and outfit new police vehicles with the necessary safety equipment. Awarding multiple contracts will allow the department to divide the workload between vendors to assist in the production turnaround when needed. These are unit-based contracts, each with a five-year term. The department expects to equip approximately 40 new vehicles per year.

Council Priorities Served

Maintain Public Safety

Properly equipped vehicles are necessary to provide officers with all available resources to perform job duties.

Fiscal Impact

Police will spend up to \$900,000 annually on vehicle equipment during the term of these contracts, which is currently provided for in the department's FY26 operating budget. Future purchases will be budgeted for each fiscal year.

Attachments

1. Agreement with TT of Columbia
2. Agreement with Dana Safety Supply, Inc.
3. Agreement with On Duty International, LLC
4. Agreement with Trucker's Lighthouse, LLC

Agreement for Police Vehicle Equipment

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 **TT of Columbia, Inc.**, a corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-16-2026- Police Vehicle Equipment, issued November 18, 2025 (the "Solicitation");
- Contractor's Proposal, dated December 8, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated December 8, 2025 (the "Price 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 Solicitation;
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged to perform services as described in ITB specifications.
- 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 installation. 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 Bid. The Contractor will at all times maintain good discipline and order at the site.
 2. The City reserves the right to purchase any combination of Equipment Sections and Labor. For the options selected by the City, the Contractor will furnish all installation and/or equipment and equipment parts, 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 the preceding paragraph 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 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 installation.

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.. 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 commences on the Effective Date listed above and expires in one year, with four (4) one-year renewal options, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- 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 bid submitted and pricing as provided in response to ITB-16-2026, and as listed and attached in EXHIBIT A. No quantities are guaranteed as a result of the ITB and this Contract. The City reserves the right to purchase any combination of Equipment Sections and Labor. 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 authorized personnel from the Murfreesboro Police Department. 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.

During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00, 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." 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

TT of Columbia, Inc.
Attn: Russell Moles
106 S. James Campbell Boulevard
Columbia, TN 38401
rmoles@tnfleetsales.net

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 **five** 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 contracts.

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

By: _____

Shane McFarland, Mayor

TT OF COLUMBIA, INC.

By: _____

02D2C5F9BE494BC...

Russell Moles, Director of Fleet Department

Approved as to Form:

Adam F. Tucker

43A2035E51F9401...

Adam F. Tucker, City Attorney

Section 1- Havis Parts					Columbia, TN
					TT of Columbia, Inc
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Havis VSX Console	C-VSX-1800-INUT	1	\$ 582.00	\$ 582.00	
Havis VSX Equipment Bracket	C-EBX-FS-1	1	\$ 27.00	\$ 27.00	
Havis Armrest	C-ARM-1001	1	\$ 251.00	\$ 251.00	
Havis Cupholder	CUP2-1004	1	\$ 50.00	\$ 50.00	
USB Charger	C-USB-3	1	\$ 68.00	\$ 68.00	
Havis Motion Device	C-MD-119	1	\$ 227.00	\$ 227.00	
Havis Docking Station with Standard Port Replication and Havis Power Supply	DS-PAN-435N	1	\$ 1,030.00	\$ 1,030.00	
Havis Panasonic Toughbook G2 Docking Station with standard port replication and power supply.	DS-PAN-1015N	1	\$ 1,083.00	\$ 1,083.00	
Total Package Price for Section 1				\$ 3,318.00	

Section 2- Jotto Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Magnetic Mic	425-3816	2	\$ 37.00	\$ 74.00	
Total Package Price for Section 2				\$ 74.00	

Section 3- Setina Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Setina - Rear Cargo Partition with Coated Polycarbonate	PK0316ITU252ND	1	\$ 560.00	\$ 560.00	
Setina - #10XL Partition	PK1130ITU20TM	1	\$ 785.00	\$ 785.00	
Setina – Rear Seat Insert (Replaces Factory Seats)	QK0634ITU20	1	\$ 765.00	\$ 765.00	
Setina – Center Pull Seatbelt System (Non Smart Belt)		1	n/a	n/a	
Setina - Coated Polycarbonate window barrier	WK0595ITU20	1	\$ 251.00	\$ 251.00	
Setina - Blac-Rac Firearms mount (Dual Gun – Rifle and shotgun)	GK11191B1SHK	1	\$ 783.00	\$ 783.00	
Setina - EZ Lift Floor System	TK1423ITU20	1	\$ 1,082.00	\$ 1,082.00	
Total Package Price for Section 3			\$ 4,226.00	\$ 4,226.00	

Section 4- Lund Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
The Loft Dual Gun Vault with oversized rifle barrel mount	LOFT-PIU20-2G	1	\$ 1,082.00	\$ 1,082.00	
Lund Loft Suppresor bracket	LOFT-MBKTA-S	1	\$ 60.00	\$ 60.00	
Shipping / Freight					
Total Package Price for Section 4				\$ 1,142.00	

Section 5 - Federal Signal Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Federal Signal -51" Valor Lightbar with low hook,	VALR51J-P2BL	1	\$ 2,223.00	\$ 2,223.00	
Federal Signal – Pathfinder 21 button with OBD cable	PF400R	1	\$ 1,650.00	\$ 1,650.00	
Federal Signal – AS124 100w speaker	750501	2	\$ -	\$ -	
Federal Signal – AS124 speaker brackets	ESB-FPIU25NDB	2	\$ -	\$ -	
Federal Signal – 416900 Series corner lights	416918-BAW	2	\$ 67.00	\$ 67.00	

Federal Signal – Compact Rumbler	RBKIT2-Compact	1	\$ 342.00	\$ 342.00
Federal Signal – Compact no drill brackets	RBC2PB-FPIU20	1	\$ 38.00	\$ 38.00
Federal Signal – Micro pulse lights	MPS63U-BAW	10	\$ 125.00	\$ 1,250.00
Federal Signal – Xstream Dual Head	XSM2-BWA-US	2	\$ 198.00	\$ 396.00
Federal Signal – Xstream Single Head	XSM1-BWA-US	2	\$ 80.00	\$ 160.00
Federal Signal – Push Bumper Center Only	DFC-PB-FPIU25	1	\$ 540.00	\$ 540.00
Federal Signal – Push Bumper top channel	DFC-TC4L	1	\$ 30.00	\$ 30.00
Federal Signal – 24 channel expansion module	EXPMOD24	2	\$ 216.00	\$ 432.00
Federal Signal – Running Board Light	DR5-BAW	2	\$ 848.00	\$ 1,696.00
Federal Signal – Running Board Light Bracket	DR5BKT-RB-FPIU20	1	\$ 34.00	\$ 34.00
Shipping / Freight				
Total Package Price for Section 5				\$ 8,858.00

Section 6- Installation				
Labor to install all of the above parts				\$ 3,800.00
Number of cars that can be fully outfitted per week			5	
Total for installation of all parts				

Agreement for Police Vehicle Equipment

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 **Dana Safety Supply, Inc.**, a corporation of the State of Florida ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-16-2026- Police Vehicle Equipment, issued November 18, 2025 (the "Solicitation");
- Contractor's Proposal, dated December 16, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated December 16, 2025 (the "Price 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 Solicitation;
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged to perform services as described in ITB specifications.
- 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 installation. 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 Bid. The Contractor will at all times maintain good discipline and order at the site.
 2. The City reserves the right to purchase any combination of Equipment Sections and Labor. For the options selected by the City, the Contractor will furnish all installation and/or equipment and equipment parts, 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.
6. The warranties set forth in the preceding paragraph 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 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 installation.

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.. 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 commences on the Effective Date listed above and expires in one year, with four (4) one-year renewal options, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the

right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- 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 bid submitted and pricing as provided in response to ITB-16-2026, and as listed and attached in EXHIBIT A. No quantities are guaranteed as a result of the ITB and this Contract. The City reserves the right to purchase any combination of Equipment Sections and Labor. 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 authorized personnel from the Murfreesboro Police Department. 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.

During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00, 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." 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

Dana Safety Supply, Inc.
Attn: Christopher Rocha
1900 Southerland Drive
Nashville, TN 37207
bids@danasafetysupply.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 **five** 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 contracts.

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

By: _____

Shane McFarland, Mayor

DANA SAFETY SUPPLY, INC.

By: _____

1E2A18B063394D1...

Christopher Rocha, Bids Manager

Approved as to Form:

Adam F. Tucker

43A2035E51F9401...

Adam F. Tucker, City Attorney

Section 1- Havis Parts					Nashville, TN
					Dana Safety Supply
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Havis VSX Console	C-VSX-1800-INUT	1	\$ 449.97	\$ 449.97	
Havis VSX Equipment Bracket	C-EBX-FS-1	1	n/a		included with console above
Havis Armrest	C-ARM-1001	1	\$ 193.75	\$ 193.75	
Havis Cupholder	CUP2-1004	1	\$ 38.07	\$ 38.07	
USB Charger	C-USB-3	1	\$ 61.36	\$ 61.36	
Havis Motion Device	C-MD-119	1	\$ 215.34	\$ 215.34	
Havis Docking Station with Standard Port Replication and Havis Power Supply	DS-PAN-435N	1	\$ 686.93	\$ 686.93	
Havis Panasonic Toughbook G2 Docking Station with standard port replication and power supply.	DS-PAN-1015N	1	\$ 837.49	\$ 837.49	
Total Package Price for Section 1				\$ 2,482.91	

Section 2- Jotto Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Magnetic Mic	425-3816	2	\$ 29.81	\$ 59.62	
Total Package Price for Section 2				\$ 59.62	

Section 3- Setina Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Setina - Rear Cargo Partition with Coated Polycarbonate	PK0316ITU252ND	1	\$ 464.86	\$ 464.86	
Setina - #10XL Partition	PK1130ITU20TM	1	\$ 734.74	\$ 734.74	
Setina – Rear Seat Insert (Replaces Factory Seats)	QK0634ITU20	1	\$ 741.49	\$ 741.49	
Setina – Center Pull Seatbelt System (Non Smart Belt)		1	n/a		included with rear seat insert
Setina - Coated Polycarbonate window barrier	WK0595ITU20	1	\$ 242.22	\$ 242.22	
Setina - Blac-Rac Firearms mount (Dual Gun – Rifle and shotgun)	GK11191B1SHK	1	\$ 714.50	\$ 714.50	
Setina - EZ Lift Floor System	TK1423ITU20	1	\$ 1,025.55	\$ 1,025.55	
Total Package Price for Section 3			\$ 3,923.36	\$ 3,923.36	

Section 4- Lund Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
The Loft Dual Gun Vault with oversized rifle barrel mount	LOFT-PIU20-2G	1	\$ 952.95	\$ 952.95	
Lund Loft Suppresor bracket	LOFT-MBKTA-S	1	\$ 51.54	\$ 51.54	
Shipping / Freight					
Total Package Price for Section 4				\$ 1,004.49	

Section 5 - Federal Signal Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Federal Signal -51" Valor Lightbar with low hook,	VALR51J-P2BL	1	NO BID	Customer Supplied Equipment	
Federal Signal – Pathfinder 21 button with OBD cable	PF400R	1	NO BID	Customer Supplied Equipment	
Federal Signal – AS124 100w speaker	750501	2	NO BID	Customer Supplied Equipment	
Federal Signal – AS124 speaker brackets	ESB-FPIU25NDB	2	NO BID	Customer Supplied Equipment	
Federal Signal – 416900 Series corner lights	416918-BAW	2	NO BID	Customer Supplied Equipment	

Federal Signal – Compact Rumbler	RBKIT2-Compact	1	NO BID	Customer Supplied Equipment
Federal Signal – Compact no drill brackets	RBC2PB-FPIU20	1	NO BID	Customer Supplied Equipment
Federal Signal – Micro pulse lights	MPS63U-BAW	10	NO BID	Customer Supplied Equipment
Federal Signal – Xstream Dual Head	XSM2-BWA-US	2	NO BID	Customer Supplied Equipment
Federal Signal – Xstream Single Head	XSM1-BWA-US	2	NO BID	Customer Supplied Equipment
Federal Signal – Push Bumper Center Only	DFC-PB-FPIU25	1	NO BID	Customer Supplied Equipment
Federal Signal – Push Bumper top channel	DFC-TC4L	1	NO BID	Customer Supplied Equipment
Federal Signal – 24 channel expansion module	EXPMOD24	2	NO BID	Customer Supplied Equipment
Federal Signal – Running Board Light	DR5-BAW	2	NO BID	Customer Supplied Equipment
Federal Signal – Running Board Light Bracket	DR5BKT-RB-FPIU20	1	NO BID	Customer Supplied Equipment
Shipping / Freight			NO BID	Customer Supplied Equipment
Total Package Price for Section 5			\$	-

Section 6- Installation			
Labor to install all of the above parts			\$ 2,995.00
Number of cars that can be fully outfitted per week			3-4 cars per week

Total for installation of all parts

Agreement for Police Vehicle Equipment

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 **On Duty International LLC dba On Duty Depot**, a limited liability company of the State of Kentucky ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-16-2026- Police Vehicle Equipment, issued November 18, 2025 (the "Solicitation");
- Contractor's Proposal, dated December 4, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated December 4, 2025 (the "Price 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 Solicitation;
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged to perform services as described in ITB specifications.
- 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 installation. 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 Bid. The Contractor will at all times maintain good discipline and order at the site.
 2. The City reserves the right to purchase any combination of Equipment Sections and Labor. For the options selected by the City, the Contractor will furnish all installation and/or equipment and equipment parts, 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.
6. The warranties set forth in the preceding paragraph 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 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 installation.

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.. 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 commences on the Effective Date listed above and expires in one year, with four (4) one-year renewal options, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve

Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- 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 bid submitted and pricing as provided in response to ITB-16-2026, and as listed and attached in EXHIBIT A. No quantities are guaranteed as a result of the ITB and this Contract. The City reserves the right to purchase any combination of Equipment Sections and Labor. 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 authorized personnel from the Murfreesboro Police Department. 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.

During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00, 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." 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

On Duty International LLC dba On Duty Depot
Attn: Dan Poteete
234 South Point Court
Murfreesboro, TN 37130
Dan.Poteete@ondutydepot.us

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 **five** 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 contracts.

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

By: _____

Shane McFarland, Mayor

Approved as to Form:

Adam F. Tucker

43A2035E51F9401...

Adam F. Tucker, City Attorney

ON DUTY INTERNATIONAL LLC dba ON DUTY

DEPOT

Signed by:

By: _____

John Bradley

44DE40B54DAD4AB...

John Bradley, Sales Manager

Section 1- Havis Parts					Murfreesboro, TN
				On Duty Depot Murfreesboro	
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Havis VSX Console	C-VSX-1800-INUT	1	\$ 528.00	\$	528.00
Havis VSX Equipment Bracket	C-EBX-FS-1	1	\$ 22.67	\$	22.67
Havis Armrest	C-ARM-1001	1	\$ 227.33	\$	227.33
Havis Cupholder	CUP2-1004	1	\$ 44.67	\$	44.67
USB Charger	C-USB-3	1	\$ 72.00	\$	72.00
Havis Motion Device	C-MD-119	1	\$ 252.67	\$	252.67
Havis Docking Station with Standard Port Replication and Havis Power Supply	DS-PAN-435N	1	\$ 806.00	\$	806.00
Havis Panasonic Toughbook G2 Docking Station with standard port replication and power supply.	DS-PAN-1015N	1	\$ 982.67	\$	982.67
Total Package Price for Section 1				\$	2,936.01

Section 2- Jotto Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Magnetic Mic	425-3816	2	\$ 36.00	\$	72.00
Total Package Price for Section 2				\$	72.00

Section 3- Setina Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Setina - Rear Cargo Partition with Coated Polycarbonate	PK0316ITU252ND	1	\$ 488.18	\$	488.18
Setina - #10XL Partition	PK1130ITU20TM	1	\$ 771.60	\$	771.60
Setina – Rear Seat Insert (Replaces Factory Seats)	QK0634ITU20	1	\$ 778.68	\$	778.68
Setina – Center Pull Seatbelt System (Non Smart Belt)		1	\$ -	\$	-
Setina - Coated Polycarbonate window barrier	WK0595ITU20	1	\$ 254.58	\$	254.58
Setina - Blac-Rac Firearms mount (Dual Gun – Rifle and shotgun)	GK11191B1SHK	1	\$ 750.30	\$	750.30
Setina - EZ Lift Floor System	TK1423ITU20	1	\$ 1,104.61	\$	1,104.61
Total Package Price for Section 3			\$ 4,147.95	\$	4,147.95

Section 4- Lund Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
The Loft Dual Gun Vault with oversized rifle barrel mount	LOFT-PIU20-2G	1	\$ 987.82	\$	987.82
Lund Loft Suppresor bracket	LOFT-MBKTA-S	1	\$ 61.06	\$	61.06
Shipping / Freight					
Total Package Price for Section 4				\$	1,048.88

Section 5 - Federal Signal Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Federal Signal -51" Valor Lightbar with low hook,	VALR51J-P2BL	1	\$ 2,347.56	\$	2,347.56
Federal Signal – Pathfinder 21 button with OBD cable	PF400R	1	\$ 1,463.41	\$	1,463.41
Federal Signal – AS124 100w speaker	750501	2	\$ 152.44	\$	304.88
Federal Signal – AS124 speaker brackets	ESB-FPIU25NDB	2	\$ 28.05	\$	56.10
Federal Signal – 416900 Series corner lights	416918-BAW	2	\$ 69.51	\$	139.02

Federal Signal – Compact Rumbler	RBKIT2-Compact	1	\$ 402.44	\$ 402.44
Federal Signal – Compact no drill brackets	RBC2PB-FPIU20	1	\$ 45.12	\$ 45.12
Federal Signal – Micro pulse lights	MPS63U-BAW	10	\$ 97.56	\$ 975.60
Federal Signal – Xstream Dual Head	XSM2-BWA-US	2	\$ 195.12	\$ 390.24
Federal Signal – Xstream Single Head	XSM1-BWA-US	2	\$ 85.37	\$ 170.74
Federal Signal – Push Bumper Center Only	DFC-PB-FPIU25	1	\$ 482.93	\$ 482.93
Federal Signal – Push Bumper top channel	DFC-TC4L	1	\$ 31.71	\$ 31.71
Federal Signal – 24 channel expansion module	EXPMOD24	2	\$ 231.71	\$ 463.42
Federal Signal – Running Board Light	DR5-BAW	2	\$ 914.63	\$ 1,829.26
Federal Signal – Running Board Light Bracket	DR5BKT-RB-FPIU20	1	\$ 60.98	\$ 60.98
Shipping / Freight				
Total Package Price for Section 5				\$ 9,163.41

Section 6- Installation			
Labor to install all of the above parts			\$ 2,700.00
Number of cars that can be fully outfitted per week			2 cars per week
Total for installation of all parts			

Agreement for Police Vehicle Equipment

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 **Truckers Lighthouse, LLC**, a limited liability company the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-16-2026- Police Vehicle Equipment, issued November 18, 2025 (the "Solicitation");
- Contractor's Proposal, dated December 16, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated December 16, 2025 (the "Price 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 Solicitation;
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged to perform services as described in ITB specifications.
- 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 installation. 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 Bid. The Contractor will at all times maintain good discipline and order at the site.
 2. The City reserves the right to purchase any combination of Equipment Sections and Labor. For the options selected by the City, the Contractor will furnish all installation and/or equipment and equipment parts, 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.
6. The warranties set forth in the preceding paragraph 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 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 installation.

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.. 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 commences on the Effective Date listed above and expires in one year, with four (4) one-year renewal options, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve

Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- 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 bid submitted and pricing as provided in response to ITB-16-2026, and as listed and attached in EXHIBIT A. No quantities are guaranteed as a result of the ITB and this Contract. The City reserves the right to purchase any combination of Equipment Sections and Labor. 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 authorized personnel from the Murfreesboro Police Department. 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.

During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00, 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." 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

Truckers Lighthouse, LLC
Attn: Andy Stoll
3189 Franklin Limestone Road
Nashville, TN 37013
andy@truckerslighthouse.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 **five** 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 contracts.

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

By: _____

Shane McFarland, Mayor

Approved as to Form:

Adam F. Tucker

43A2035E51F9401...

Adam F. Tucker, City Attorney

TRUCKERS LIGHTHOUSE, LLC

By: Andy Stoll

FC3C9D80391D406...

Andy Stoll, President

Section 1- Havis Parts				Nashville, TN	
				Truckers Lighthouse Inc	
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Havis VSX Console	C-VSX-1800-INUT	1	\$ 489.00	\$	489.00
Havis VSX Equipment Bracket	C-EBX-FS-1	1	\$ 21.00	\$	21.00
Havis Armrest	C-ARM-1001	1	\$ 198.00	\$	198.00
Havis Cupholder	CUP2-1004	1	\$ 41.00	\$	41.00
USB Charger	C-USB-3	1	\$ 67.00	\$	67.00
Havis Motion Device	C-MD-119	1	\$ 231.00	\$	231.00
Havis Docking Station with Standard Port Replication and Havis Power Supply	DS-PAN-435N	1	\$ 706.00	\$	706.00
Havis Panasonic Toughbook G2 Docking Station with standard port replication and power supply.	DS-PAN-1015N	1	\$ 869.00	\$	869.00
Total Package Price for Section 1				\$	2,622.00

Section 2- Jotto Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Magnetic Mic	425-3816	2	\$ 34.00	\$	68.00
Total Package Price for Section 2				\$	68.00

Section 3- Setina Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Setina - Rear Cargo Partition with Coated Polycarbonate	PK0316ITU252ND	1	\$ 484.00	\$	484.00
Setina - #10XL Partition	PK1130ITU20TM	1	\$ 763.00	\$	763.00
Setina – Rear Seat Insert (Replaces Factory Seats)	QK0634ITU20	1	\$ 770.00	\$	770.00
Setina – Center Pull Seatbelt System (Non Smart Belt)		1	n/a	n/a	
Setina - Coated Polycarbonate window barrier	WK0595ITU20	1	\$ 252.00	\$	252.00
Setina - Blac-Rac Firearms mount (Dual Gun – Rifle and shotgun)	GK11191B1SHK	1	\$ 744.00	\$	744.00
Setina - EZ Lift Floor System	TK1423ITU20	1	\$ 1,098.00	\$	1,098.00
Total Package Price for Section 3			\$ 4,111.00	\$	4,111.00

Section 4- Lund Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
The Loft Dual Gun Vault with oversized rifle barrel mount	LOFT-PIU20-2G	1	\$ 1,019.00	\$	1,019.00
Lund Loft Suppresor bracket	LOFT-MBKTA-S	1	\$ 56.00	\$	56.00
Shipping / Freight					
Total Package Price for Section 4				\$	1,075.00

Section 5 - Federal Signal Parts					
Name	Part Number	Qty required per Unit Build	Cost Each	Extended Cost	
Federal Signal -51" Valor Lightbar with low hook,	VALR51J-P2BL	1	\$ 2,267.00	\$	2,267.00
Federal Signal – Pathfinder 21 button with OBD cable	PF400R	1	\$ 1,409.00	\$	1,409.00
Federal Signal – AS124 100w speaker	750501	2	\$ 149.00	\$	298.00
Federal Signal – AS124 speaker brackets	ESB-FPIU25NDB	2	\$ 28.00	\$	56.00
Federal Signal – 416900 Series corner lights	416918-BAW	2	\$ 69.00	\$	138.00

Federal Signal – Compact Rumbler	RBKIT2-Compact	1	\$ 394.00	\$ 394.00
Federal Signal – Compact no drill brackets	RBC2PB-FPIU20	1	\$ 45.00	\$ 45.00
Federal Signal – Micro pulse lights	MPS63U-BAW	10	\$ 96.50	\$ 965.00
Federal Signal – Xstream Dual Head	XSM2-BWA-US	2	\$ 192.00	\$ 384.00
Federal Signal – Xstream Single Head	XSM1-BWA-US	2	\$ 84.50	\$ 169.00
Federal Signal – Push Bumper Center Only	DFC-PB-FPIU25	1	\$ 481.00	\$ 481.00
Federal Signal – Push Bumper top channel	DFC-TC4L	1	\$ 32.00	\$ 32.00
Federal Signal – 24 channel expansion module	EXPMOD24	2	\$ 227.00	\$ 454.00
Federal Signal – Running Board Light	DR5-BAW	2	\$ 897.00	\$ 1,794.00
Federal Signal – Running Board Light Bracket	DR5BKT-RB-FPIU20	1	\$ 30.00	\$ 30.00
Shipping / Freight				
Total Package Price for Section 5				\$ 8,916.00

Section 6- Installation			
Labor to install all of the above parts			\$ 5,395.00
Number of cars that can be fully outfitted per week			3 cars per week

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Revised Donated Leave Policy No. 1044

Department: Human Resources

Presented by: Randolph Wilkerson, HR 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 revisions to Donated Leave Policy No. 1044

Staff Recommendation

Approve revision to Donated Leave Policy 1044

Background Information

The Donated Leave Policy was revised to update the program, enhance equity, and strengthen administrative controls related to payroll processing, leave usage, and program safeguards. The revisions expand eligible leave types and align the policy with current Human Resources best practices, while continuing to support employees experiencing serious medical situations.

Council Priorities Served

Establish a strong City brand.

Revising the Donated Leave Policy modernizes the program and strengthens oversight, while continuing to support employees facing serious medical situations. It also strengthens the City's recruitment and retention efforts.

Fiscal Impact

There is no additional fiscal impact beyond existing leave obligations.

Attachments

Holidays Policy No. 1044

Employee Handbook

Policy No: 1044

Policy: Donated Leave Policy

Effective Date: 1/22/2026

Supersedes Section No: 1044

Dated: 12/20/2021

1. Policy Objectives

1.1 The purpose of this policy is to establish criteria and standards for employees to donate earned, accrued paid time off to eligible, full-time employees who are dealing with illness or injuries to either themselves or a family member. The types of leave eligible for donation include sick leave, vacation leave, paid time off (PTO), STARS, floating holiday, or compensatory time.

2. Eligibility for Receiving Donated Leave

2.1 To be eligible to request donated leave, an employee must be experiencing an illness, injury, impairment, or physical or mental condition that requires either inpatient care or continuing treatment by a health care provider and that will require the employee to miss at least five (5) consecutive days of work (two (2) shifts for a firefighter).

2.2 **Personal Care:** An employee is eligible to request donated leave if the employee must miss at least five (5) consecutive days of work (two (2) shifts for a firefighter) to care for an immediate family member—i.e., spouse, parent, child, or other person who is a loco parentis (a person acting with the authority of a parent) to the employee, who is experiencing an illness, injury, impairment, or physical or mental condition that requires either inpatient care or continuing treatment by a health care provider. Approval for donated leave is not contingent upon FMLA eligibility or approval.

2.3 **Family Member Care:** An employee is eligible to receive donated leave on the first of the month following sixty (60) days of employment with the City of Murfreesboro. In addition, to be eligible, an employee must have exhausted all accrued leave, including compensatory time, sick leave, vacation leave, PTO,

STARS, floating holiday, and any other leave type (s). Although an employee is not eligible to use donated leave until all other paid time off has been exhausted, the employee may request a donation in anticipation of exhausting all other paid time off.

- 2.4 The employee must submit a Request to Receive Donated Leave form to their Executive Director or Department Head for approval, who will then forward the requests to the Human Resources Director for final verification and approval. All requests to receive donated leave must be accompanied by appropriate medical documentation from the employee's health care provider or that of the employee's immediate family member's health care provider.
- 2.5 An employee may receive donated time from more than one donor but may not utilize more than sixty (60) days for a single occurrence (illness, injury, impairment, physical or mental condition) without the approval of the City Manager.
- 2.6 Approved donated leave will be transferred to the receiving employee only as needed. Transferred time will be applied at the receiving employee's regular pay rate and recorded as Donated Leave in the City's payroll system. Donated leave, once approved, may not be allocated to the recipient earlier than the date the employee submitted the request; likewise, donated leave cannot be used retroactively to cover days the employee was absent before the request was submitted.
- 2.7 Requests for donated leave will be denied under the following circumstances:
 - a. While the employee is earning or receiving income from other employment.
 - b. The employee is receiving workers' compensation or disability benefit payments.
- 2.8 An employee will not accrue paid time off leave while using donated leave.

3. Eligibility to Donate Leave Time

- 3.1 The donation of leave time is strictly voluntary.

- 3.2 Employees wishing to donate leave to another employee must complete a Donated Leave Form.
- 3.3 Leave donations must be made in a minimum increment of one (1) full workday, as defined by the donor's regular daily shift schedule, e.g., 7.5, 8, 10, 12, or 24 hours.
- 3.4 Once leave is donated, it cannot be returned to the donor unless a portion goes unused by the recipient.
- 3.5 Donating employees must retain a minimum total leave balance of at least 40 hours(two (2) shifts for a firefighter) after the donation is made.
- 3.6 The identity of the donor(s) will not be disclosed to the recipient.
- 3.7 Leave donations are made and recorded based on hours, not on the dollar value of the time donated.
- 3.8 Employees are not permitted to donate leave that has not yet been accrued.
- 3.9 An employee who has provided an intent to terminate employment, including retirement, cannot donate unused leave hours to another employee under any circumstances.

4 Additional Donated Leave Guidance

- 4.1 Under no circumstances can a potential recipient of donated leave solicit donated leave hours from another employee.
- 4.2 With the written consent of the employee, the department head may notify his/her staff of the need for donated leave hours and coordinate such requests within the department. Donations can extend beyond the employee's department; however, the Department Head will coordinate such efforts.
- 4.3 Donated leave time is limited to the amount of time necessary, as verified by Human Resources.

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Corebridge (VALIC) Plan Services Agreement

Department: Human Resources

Presented by: Randolph Wilkerson, Director of Human Resources

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 Corebridge (VALIC) Plan Services Agreement for the City's defined contribution retirement plans.

Staff Recommendation

Staff recommend approval of the Corebridge Plan Services Agreement to serve as the recordkeeper/plan administrator for the City's 401(k) and 457(b) defined contribution plans.

Background Information

Following a competitive RFP process and a comprehensive evaluation of qualified respondents, staff recommend entering into an agreement with Corebridge Financial, Inc. (VALIC) to provide recordkeeping and administrative services for the City's defined contribution plans. Corebridge will deliver enhanced participant support and plan management services, including improved customer service, expanded financial wellness and education resources, stronger operational oversight, and ongoing compliance support.

This transition is expected to generate estimated annual savings of \$15,714 in recordkeeping/administrative fees, along with significant reductions in investment management fees, resulting in lower overall plan costs for participants. The agreement is pending legal review.

Council Priorities Served

Establish a strong City brand.

Partnering with Corebridge strengthens the City's employee benefits offering through improved service quality, education and wellness tools, and competitive investment options—supporting recruitment, retention, and overall employee satisfaction.

Fiscal Impact

There is no fiscal impact on the City, as all expenses associated with this agreement

are paid by plan participants (employees).

Attachments

VALIC (Corebridge) Plan Services Agreement

VALIC Financial Advisors, Inc.

Guided Portfolio Services® Program

Plan Services Agreement

Send signed and completed to:

VALIC
2919 Allen Parkway
Implementation Services, L11-10
Houston, TX 77019

VALIC Financial Advisors, Inc. Guided Portfolio Services Program

PLAN SERVICES AGREEMENT

This Plan Services Agreement (Plan Agreement) is entered into between you (defined herein to mean the employer and/or plan sponsor to be legally bound to the terms and conditions of this Plan Agreement) and VALIC Financial Advisors, Inc. (VFA), a Texas corporation registered as an investment advisor with the United States Securities and Exchange Commission, for the investment advisory services program (Guided Portfolio Services Program or Program) described in this Plan Agreement for participants in your employer-sponsored retirement plan or plans (Plan).

1. Investment Advisory Services

Each Plan participant, beneficiary or alternate payee (as permitted under the Plan, hereinafter collectively referred to as Participant) electing to have investment advisory services provided by VFA must complete the Investment Advisory Services Agreement (Participant Agreement), which describes the features of the Program as well as the rights and responsibilities of the Participant under the Program.

By entering into this Plan Agreement, you acknowledge and agree that you have received and reviewed, and to the extent appropriate or necessary your legal counsel has received and reviewed, this Plan Agreement and the Participant Agreement, including the terms, conditions, and details of the Guided Portfolio Services Program described in those agreements and that as a Plan Fiduciary:

- You hereby select the Guided Portfolio Services Program and designate the following services (Services) to be offered and available to Plan participants:

Portfolio Advisor Service: This service enables a Participant to obtain individualized advice, including individualized investment allocation recommendations from VFA, via an online program created for VFA which applies methodologies developed, maintained and overseen by an independent financial expert, Morningstar Investment Management LLC (Morningstar). The recommendations will consist of model portfolios constructed by Morningstar from the plan investment options selected by You or by another authorized Plan Representative (which does not include VFA), applied to the Participant's individual information and account. The advice is based upon a wealth forecast that takes into account not only the Participant's Plan account value, contribution rates, and risk preferences, but also, to the extent provided by the Participant and relevant to the forecast, other assets held by the Participant or the Participant's spouse or family member. The advice reflects the results of simulations to determine the probable result of various account allocations, savings rates, etc. The Participant may elect whether to use this service, and if so, when and how often to use it. The Participant will be responsible for implementing any advice

recommendations using the ordinary means available under the Plan, and for subsequent monitoring or review of the Plan account and of the information utilized in arriving at the advice.

Portfolio Manager Service: Under this service, a Participant requests that VFA exercise discretionary authority to allocate and reallocate his or her account, to implement individualized advice generated from a program created by Morningstar, acting as an independent financial expert. The advice is the same as that provided under the Portfolio Advisor Service. However, the advice is implemented by VFA. Accounts are considered for reallocation at least quarterly. Initially, and at least once each year thereafter, Participants will be given an opportunity to review and confirm the accuracy and completeness of the information upon which the advice is based. Because the Participant is directing VFA to manage the account on his or her behalf, certain automatic transactions otherwise available under the account, such as contribution and account allocation and reallocation, either systematic or otherwise, will not be processed unless or until the Participant has terminated participation in the Portfolio Manager Service.

VFA financial advisors will also provide plan investments and services, as separately selected by You or by another authorized Plan Representative, including education services.

- The Services will be available for the following Plan(s):

City of Murfreesboro 457(b) Plan

City of Murfreesboro 401(a) Plan

- If the Plan is subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA), you are designating VFA as a Plan Fiduciary solely for the provision of participant investment advice under this Agreement.

- You have determined that the compensation to VFA for services under the Guided Portfolio Services Program, taking into account any other compensation to VFA or its affiliates for investments and services provided to Plan accounts, is reasonable in light of the investment advisory services to be rendered.

- You have designated, or You will designate, the individual investment products offered by VFA that will be available to Participants under the Plan and under the Program. In making such designation, You acknowledge and agree to any limits on the VFA-provided investment options to which the advice may apply, and to any limitations imposed by the investment

option or by the Plan, provided that, except in the case of Plan limitations, such limitations have been disclosed to You prior to making such designation.

- You will receive regular periodic summaries of the performance of the underlying Plan investment options used in the Guided Portfolio Services Program, including rates of return, as well as periodic information regarding the fees assessed by the underlying investment option and the fees assessed for the Guided Portfolio Services Program.

2. Status of Plan

VFA or an affiliate may be providing additional services, including investment, plan record keeping, plan compliance, and other related plan administrative services. However, the Plan Representative retains its existing responsibility for taking necessary steps to adopt, amend and maintain the qualification of the Plan. If the Plan is subject to the requirements of ERISA, the Plan Representative must be a Plan Fiduciary.

3. Prohibited Transactions

If the Plan is described in section 401(a) of the Internal Revenue Code (Code), or if the Plan is subject to the requirements of ERISA, certain types of transactions are prohibited, including, generally, the provision of investment advice by an entity or an individual that is providing other services to the Plan for compensation. VFA cannot provide tax or legal advice to you or to the Plan.

The United States Department of Labor (DOL) has issued Advisory Opinion 2001-09A (Advisory Opinion) to SunAmerica Retirement Markets, Inc. (SunAmerica), a sister company of VFA. The Advisory Opinion provides that investment advice that is based on a computer program controlled by an independent financial expert (IFE) and delivered to a Participant by an organization or advisor that is also providing plan investments from which it receives income, will not constitute a prohibited transaction if certain requirements are satisfied. The Advisory Opinion was issued by the DOL in response to a request for a prohibited transaction exemption (PTE) by SunAmerica. The SunAmerica PTE request identified Morningstar as the IFE for the SunAmerica program. SunAmerica and VFA have entered into an agreement with Morningstar to provide the services described in SunAmerica's PTE request and in the Advisory Opinion.

A VFA financial advisor(s) will be, or is already, providing services to your Plan, which may include enrollment and contribution processing, plan record keeping and compliance, education and other services. Pursuant to this Plan Agreement, VFA will also provide investment advisory services. As described above, VFA will provide advice under the Portfolio Advisor Service through an online program that the Participant may use at any time the system is available, and as frequently as desired. VFA will generally

provide advice under the Portfolio Manager Service through a VFA Investment Advisor Representative (Facilitator). The Facilitator will continue to provide many of the same plan and investment services to the Plan that he or she would otherwise provide, in the absence of the selected investment advice services. However, pursuant to the Advisory Opinion, the Facilitator will present the advice exactly as it has been determined under the computer program developed by Morningstar, and may not alter that advice or provide other investment advice.

4. Investment Advice Process

From the investment options that You select to be available to Plan Participants, Morningstar will select the funds to be included in the model advice portfolios under the Guided Portfolio Services Program. (You will be notified by VFA if the investment options you select fail to include one or more asset categories required by the Morningstar portfolios.) If advice is being provided for a Participant's accounts in multiple plans or for multiple accounts on separate product platforms and/or record keeping systems under a single plan, the advice will be provided separately for each such plan or product platform. On an ongoing basis, Morningstar will monitor the asset-class portfolios and the individual investment options included in the advice portfolios, and make changes to either or both as appropriate. With certain exceptions, any such changes will generally occur not more frequently than quarterly.

For purposes of either the Portfolio Advisor or the Portfolio Manager Service, each Plan Participant selecting the Program will be assigned to one of a fixed number of model portfolios based upon the information provided to VFA by the Plan or by the Participant. As described in the Participant Agreement, a minimum set of data items will be required in order to assign the Participant to a model portfolio. They include gender, date of birth, state of residence, annual earned income, current annual plan savings rate, employment date, number of dependents, retirement age, and desired retirement need (% or \$). Beginning September 2020, for Participants enrolling in the Program, this minimum set of data items will also include responses to a short risk preference questionnaire.

Additional information can be provided, by the Plan or the Participant, to further assist in selection of the appropriate portfolio, including additional information about the Participant and/or the Participant's spouse and/or family, if applicable. This additional information can include (but is not limited to):

Outside Plan Assets: Account Type; Account Name; Annual Contribution \$; Account allocation by asset class or actual account holdings; Fund Name, Ticker/Symbol/CUSIP, Qty/# of Units, Market Price per Share, Cost Basis per Share, Market Value; Cash; Stock Option Grant Year, Vest Year, Qualified, Asset Class, Qty, Strike Price, Underlying Price, Expiration Year; Cash Equivalents; Other Assets

Liabilities: Loan ID; Effective Date; Maturity Date; Balance; Repayment Amount; Interest Rate; Repayment Frequency; Loan Name; Loan Start Date; Loan End Date; Loan Payment; Interest Rate; Appraisal Value

Cash Flow: Cash Flow Type (income or expense); Begin Date; End Date; Amount; Premium over inflation (%); Adjust for inflation (now, later, no); College Cost Begin Year; College Cost End Year; Type of School; Cost

Benefits/Retirement Information: Pension Description; Start Age; Inflation Premium; Pension Monthly Payment; Inflation Adjust; Social Security Description; Monthly Estimate (\$); Age to Collect; % Reduction

About Your Spouse: First Name, Last Name, Date of Birth; Number of Dependents; Gender; Annual Savings Rate \$; Annual Savings Rate %; State of Residence; Employment Date; Annual Salary; Retirement Age; Retirement Needs \$; Retirement Needs %; Pre-Tax Match Calculation %; Max Pre-Tax % Saved; Dollar Cap for Pre-Tax Match; Max Pre-Tax Employee Svgs Rate; Employer Profit Sharing %; Post-Tax Match Calculation %; Max Post-Tax \$ Saved

Plan Participants will be permitted to enroll in the Guided Portfolio Services Program at any time; provided, however, that in the case of a Plan Participant electing the Portfolio Manager Service, if the Participant previously terminated the service with respect to a Plan, he or she must wait at least twelve months before re-enrolling in the service for that Plan.

Upon enrollment in the Portfolio Advisor Service, the Plan Participant may use the online advice service, as often as desired, in the manner (and subject to any limitations) described in the Participant Agreement. A Plan Participant enrolling in Portfolio Manager will receive a statement summarizing the data provided to VFA that will be used to formulate the advice, and will be given an opportunity to correct or modify that data before the service is initiated. Thereafter, the Participant can revise, add, or change his or her data at any time during VFA's normal operating hours, or by accessing their account online, and he or she will also receive a summary of his or her data in a quarterly advice statement. The Participant enrolled in the Portfolio Manager Service will be further contacted at least once per year, and may ask to speak with a VFA Facilitator at any time. At least once annually, the wealth forecast, advice, and recommendations will be regenerated for Participants enrolled in the Portfolio Manager Service, and the accounts will be rebalanced quarterly if thresholds established for the Program are exceeded. Participants are responsible for contacting VFA with any new or revised information that might warrant an additional review and/or rebalancing of the account. Allocations or reallocations may be limited by the Plan or by the underlying investment. Such limitations will be taken into account by Morningstar in the development and implementation of the advice.

5. Cost Assessed to Participant Accounts

Participants who elect to enroll in the Portfolio Manager Service are assessed an annual fee which is paid quarterly from their account(s), as follows: 0.60% on the first \$100,000 in assets, 0.50% on the next \$150,000 in assets, and 0.45% on assets over \$250,000 ("Fee Schedule"). The fee will be deducted from the account of each Participant on a quarterly basis, which will occur not more than 15 days following the end of a calendar quarter. The fee will be calculated by applying the Fee Schedule to the quarter-end account value, as described in the Participant Agreement. If a Participant's quarter-end value in the Portfolio Manager Service is less than \$5,000, VFA will not charge an advisory fee for that quarter. If prior to a quarter-end, the Program is terminated, the entire account value is transferred out of a Participant's account, the Plan terminates the advisory program or takes action that causes or requires that the Program be terminated, VFA will not charge an advisory fee for that quarter. Participants who elect to enroll in the Portfolio Advisor Service are not assessed a fee and will be entitled to use of the service for one year. At the end of that year, and each succeeding year for which the advice is initiated or continued, the Participant will be required to re-enroll in order to continue receiving the service.

You hereby direct that these fees be withdrawn from the accounts of those Participants who have elected to enroll in the Portfolio Manager Service as an expense of the Plan. You will be provided at least 90 days' advance written notice of any change in the Fee Schedules applied to Participant accounts. Fees will be assessed to Participant accounts on a pro rata basis among investments.

If a Participant has multiple retirement plan accounts enrolled in the GPS Portfolio Manager Program, their account values can be combined to calculate advisory fees. Accounts are aggregated for fee calculation purposes based on the Participant's social security number. VFA does not combine account values with the account values of the Participant's other family members for the purposes of calculating advisory fees. Additionally, the account values of accounts enrolled in VFA's other advisory programs such as the GPA Program or the Managed Investment Program will not be combined.

6. Cost Assessed to Plan Sponsor

You are responsible for an annual fee of \$ 0.00 related to the portfolio construction, monitoring, maintenance and reporting performed by Morningstar under the Guided Portfolio Services Program. You will be sent at least 90 days' advance written notice of any change in the rate of fees assessed to the Plan.

Circle one: Standard Portfolio Set Custom Portfolio Set

7. Term and Termination of Guided Portfolio Services Program

This Plan Agreement will become effective on the last signature date hereof and will remain in effect from calendar quarter to calendar quarter until otherwise terminated. A termination will be effective with respect to all plans identified in this Plan Agreement unless otherwise specified by You and agreed by VFA following provision of not less than 90 days' advance written notice; provided, however, that some or all of the notice period may be waived upon a demonstration that only an earlier termination will comply with the independent fiduciary's fiduciary duties. You or another authorized Plan Representative may terminate the services at any time for all Plan Participants, subject to a reasonable advance written notice requirement consistent with applicable law. Such termination shall be effective as soon as reasonably practicable thereafter. A Plan Participant may terminate the Portfolio Manager Service with respect to his or her account, subject to a reasonable advance written notice requirement consistent with applicable law. Such termination shall be effective as soon as reasonably practicable thereafter. VFA may terminate the Services to the Plan, including all Participants thereunder, by not less than 90 days' advance written notice to the Plan and to each Plan Participant who is enrolled in the Guided Portfolio Services Program.

8. Notice

Any notice permitted or required under this Plan Agreement shall be provided as follows:

Notice to Plan Representative (name, title and mailing address):

Randolph Wilkerson

HR Director

111 West Vine Street

Murfreesboro, TN 37130

Notice to VFA:

VALIC Financial Advisors, Inc.

Guided Portfolio Services Program

c/o Advisory Services Team

2929 Allen Parkway

Houston, Texas 77019

9. No Guarantee

You understand, acknowledge and accept that the advice provided hereunder relies on historical performance and other data, all of which have limitations. Past performance of investments is no guarantee of future results. The analysis and advice provided depends upon a number of factors, including the information provided, various assumptions and estimates and other considerations. As a result, the wealth forecast developed and advice and recommendation provided are not guarantees that a Plan Participant will achieve his or her retirement goals or anticipated returns. You understand that there remains a risk of loss within variable investment options.

10. Form ADV

By entering into this Plan Agreement, you represent that you have received and reviewed VFA's Form ADV Part 2A brochure, which describes the GPS advisory program. The Form ADV Part 2A brochure for the Program is filed annually with the U.S. Securities and Exchange Commission.

11. Limitation of Liability

The use and storage by the Plan or a Participant of any information including, without limitation, account numbers, passwords, identification, portfolio information, account balances and any other information available on an employer or a Participant's personal computer is the sole risk and responsibility of the employer and/or the Participant. VFA is not responsible for providing and maintaining the communications and equipment (including personal computers and modems) and telephone or alternative services required for accessing and utilizing electronic or automated services, or for communications service fees and charges incurred by the Plan or a Participant in accessing these services.

You understand and agree that there is no guarantee that the recommendations generated by VFA or pursuant to the computer program developed by Morningstar will be successful. You acknowledge that the outcome of the Guided Portfolio Services Program's calculations are estimates only, and there is no guarantee of the future financial performance of the Participant's investments or that the Participant will meet his or her desired goal(s).

You agree, understand, and acknowledge that VFA is basing its advice on the responses provided and other information furnished to VFA through the Advice Program and updated as necessary. VFA shall not be liable for any misstatement or omission contained in the information furnished to VFA, or any loss, liability, claim damage or expense whatsoever arising out of or attributable to such misstatement or omission.

12. Assignability

This Agreement is not assignable by any party without the consent of the other party, except that VFA may assign this Agreement by using a "negative consent" process whereby you have no less than 30 days to respond to a notice of intended assignment. "Assignment" shall have the same meaning as defined in the Advisers Act, and under applicable rules and Securities and Exchange Commission staff interpretations.

14. Privacy

Protection of Nonpublic Personal Information. VFA is subject to various privacy requirements for the protection of its clients under the Gramm-Leach-Bliley Act (Act) and regulations promulgated pursuant to the Act.

Definition of Nonpublic Personal Information. Nonpublic personal information of customers or consumers (NPI) includes, but is not limited to, names, addresses, account balances, account numbers, account activity, Social Security numbers, taxpayer identification numbers, and sensitive financial and health information. NPI includes information on VFA's forms or in a database of any kind, information created by VFA, information collected by or on behalf of VFA and personally identifiable information derived from NPI.

Disclosure and Use of NPI. All NPI that VFA obtains as a result of this relationship shall not be used, disclosed, reused or redisclosed to any unaffiliated third party, except to carry out the purposes for which the information was disclosed. All NPI shall be held in confidence to the same extent and in at least the same manner as VFA protects its own NPI, but in no case in a lesser manner than a reasonable degree of care under the circumstances.

VFA shall be permitted to disclose relevant aspects of the NPI to its officers, agents, subcontractors, independent financial expert and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Plan Agreement; provided that VFA shall take all reasonable measures to ensure that the NPI is not disclosed or reproduced in contravention of the provisions of this Section by VFA officers, agents, subcontractors, investment subadvisors and employees.

The obligations of this Section shall not restrict any disclosure by VFA pursuant to any applicable state or federal laws, or by request or order of any court or government agency (whether or not VFA gives prior notice in order that any other party will have a reasonable opportunity to oppose the disclosure, request or order).

The obligations of this Section shall not apply to information which, without breach of obligation of confidentiality, (1) is independently developed by VFA; (2) is or becomes publicly known; (3) is already known by VFA as evidenced by the written records; or (4) is obtained from an independent source.

Security of NPI. VFA further agrees to establish and maintain policies and procedures designed to ensure the confidentiality and security of NPI. This shall include procedures to protect against any anticipated threats or hazards to the security or integrity of the information and unauthorized access to or use of the information.

15. Separability

If any provision or condition of this Plan Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Plan Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

16. Entire Agreement; Governing Law

This Plan Agreement represents the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except in writing signed by You and VFA. It shall be governed by and construed and enforced under the laws of the State of Texas.

Employer/Plan Sponsor Name

By, Its Duly Authorized Representative

Title _____ Date _____

Second Signature if Required

Title _____ Date _____

Authorized VALIC Financial Advisors, Inc., Signatory

Title _____ Date _____

SERVICE PROVIDER AGREEMENT

This is an agreement (“Agreement”) between VALIC Retirement Services Company (“Service Provider”) and City of Murfreesboro (“Employer”) for plan administrative services, effective March 27, 2026, for a period of five(5) years from such date (“Initial Term”) and renewing for successive three (3) year periods thereafter (“Renewal Terms”) unless and until terminated according to the terms of this Agreement.

WHEREAS, Employer wishes to obtain nondiscretionary plan administrative services with respect to a retirement plan established for the benefit of employees of the Employer;

WHEREAS, Service Provider is offering to provide such nondiscretionary plan administrative services; and,

WHEREAS, Employer acknowledges and agrees that Employer or a third party designated as Plan Administrator shall be responsible for all discretionary decisions with respect to such plan;

THEREFORE, in consideration of the mutual promises herein contained, Employer and Service Provider agree as follows:

I. Plan. Employer designates Service Provider as exclusive plan administrative service provider, to provide plan administrative services described in this Agreement for the plan described below:

City of Murfreesboro 401(a) Plan, a plan established pursuant to Section 401(a) of the Internal Revenue Code of 1986, as amended (“Code”), consisting of: employer matching and employer supplemental contributions.

This plan shall be referred to as the “Plan.”

The provisions of this Agreement shall be subject to the terms of the Plan, any related custodial agreement entered into with VALIC Trust Company Inc. (“Custodian”), and any annuity contract entered into with an affiliate of Service Provider, except that the terms of such Plan, custodial agreement or annuity contract shall not adversely affect the rights or duties of Service Provider under this Agreement without Service Provider’s prior written consent. Service Provider shall be permitted to review the terms of the Plan, and any current or future amendments thereto. Service Provider shall not be responsible for determining whether the plan document or any amendment thereof satisfies the qualification requirements of the Code. Employer shall retain sole responsibility for taking all necessary steps to ensure that administrative services provided for under this Agreement are consistent with the terms of the Plan.

II. Plan Investment Options. The investment options available under the Plan (“Plan Investment Options”) shall be those listed in Appendix A. Such Plan Investment Options may be limited where required under the Plan or the Code. Appendix A, which may also describe requirements or limitations applicable to one or more of the investments, may be revised annually following any anniversary of this Agreement by the Employer, subject to prior written consent from the Service Provider upon not less than sixty (60) days’ prior written notice from Employer. A change to Appendix A, including but not limited to a change in the reimbursements from the fund families listed on Appendix A, may result in an adjustment by Service Provider to the Administrative Service Fee described in Section XI.

Where any Plan Investment Option contains restrictions on amounts that may be transferred out of or into such Plan Investment Option, Service Provider is hereby directed to enforce such restrictions in its performance of administrative services for the Plan. In the event that Service Provider cannot confirm that such restrictions will be complied with under a transferee investment option, Service Provider is hereby directed to deny the transfer request on behalf of the Employer. In the event of frequent trading in a Participant Account, Service Provider and/or the investment managers of the underlying fund options may impose reasonable timing restrictions on the frequency of transfers between Plan Investment Options. To avoid market timing and frequent trading or other disruptive trading activities, Service Provider may impose limitations on the number, frequency or dollar amount of transfers a participant can make. Service Provider may restrict the method and manner of providing or communicating transfers or reallocation instructions if it is determined that a participant's trading activity is potentially harmful to other investors.

III. Maintenance of Plan Records. Service Provider shall maintain participant-level and aggregate Plan records as follows:

- A. A separate account shall be established for each participant ("Participant Account"), in which Participant Account shall be recorded pertinent participant information, including, but not limited to, the participant's name, Social Security number, address, date of birth and selection of Plan Investment Options. Separate records may be maintained under the Plan for the same participant, where appropriate for the recording of separate contribution types. A Participant Account shall reflect contributions, distributions, allocated forfeitures (if any), gains, losses, and other debits or credits attributable to the investments within the Participant Account, and shall reflect reductions for administrative service fees described in Section XI of this Agreement that are not paid directly by the Employer.
- B. Contributions and distributions shall be processed following receipt in good order of all funds and documentation necessary to effect the requested transaction, subject to market limitations or valuation limitations outside of Service Provider's immediate control. "In good order" means that all necessary information in the required format with no remediation required by Employer and/or documentation has been supplied and that any funds (check, wire, or ACH) clearly identify the individual SSN or plan identifier to which they are to be applied. Service Provider shall provide reconciliations between Plan and Participant Account records on a regular basis, not less frequently than quarterly.
- C. Service Provider shall perform and make available the results of daily valuations of Participant Accounts, as of 4PM Eastern Time of any day on which the appropriate trading market or exchanges are open, subject to intra-day closings, trading suspensions, or other similar or unforeseeable circumstances outside of the control of the Service Provider. Plan Investment Options that are guaranteed as to principal or interest shall be valued according to the terms of such investment options. Plan Investment Options that are not guaranteed as to principal, or principal and interest, shall be valued according to the laws and rules applicable to such investment options. Notwithstanding any provision of this Agreement to the contrary, access to Participant Accounts for transactions or other account maintenance may be subject to interruption, or a "blackout," for a pre-defined period commencing with the transfer of records to the Service Provider at the beginning of the Initial Term of this Agreement.

IV. Supported Technologies. Participant enrollment shall be effected through any of the following means, as agreed from time to time by Employer and Service Provider: interactive Internet or paper enrollment form, telephone enrollment, or financial advisor software. Participant transactions other than enrollment shall be effected through a combination of the following means, as agreed from time to time by Employer and Service Provider: paper transaction request forms, telephone response, interactive Internet, and financial advisor software. Voice response shall be available approximately 24 hours per day (subject to periodic maintenance). Customer service representatives will be available Monday through Friday from 7:00AM to 8:00PM Central Time. Availability of voice response and interactive Internet shall be subject to periodic maintenance.

V. Application of Contribution Limitations. Annual contribution limit testing applying the limits of Code Section 415(c) will be provided for all participants within three (3) months after the close of the year for which the calculations are to be performed or within twelve (12) weeks after receipt of necessary data from Employer, whichever is later. Identified excess contributions shall be distributed to the extent permitted by the Code; Treasury regulations or other regulatory guidance, including any Internal Revenue Service (“IRS”) self-correction programs; the Plan; the annuity contract; custodial account; or as otherwise provided in this Agreement or agreed by the Employer, Service Provider and Custodian.

VI. Distributions to Plan Participants. Distributions to participants shall be authorized by the Employer or subject to nondiscretionary determinations by the Service Provider pursuant to written guidelines established by Employer. Employer will review and have final decision-making authority with respect to all appeals from Service Provider determinations. Distributions may be in any form permitted by the Service Provider, the Plan and the Code.

VII. Technical Services. Service Provider shall make reasonable efforts to inform Employer of legislative and/or regulatory changes that may affect the Plan. Service Provider shall offer to provide to Employer a plan document for review by Employer’s legal counsel. If the Plan is established pursuant to Code Section 401(a), such plan document shall be a prototype that has been approved by the IRS and that includes all amendments required as of the date it is approved. Employer understands and agrees that it retains full responsibility for the compliance of Employer’s Plan with the requirements of the Code and that if it adopts a Plan pursuant to Code Section 401(a) that is nonstandardized or individually designed, Employer may not rely upon any determination letters issued by the IRS to another party with respect to such Plan and may wish to apply to the IRS for such a determination letter. Service Provider will provide administrative assistance with respect to any such application for such additional compensation as is agreed upon at such time.

VIII. Additional Plan Services. Service Provider will render all of the following additional plan administrative services:

Provide quarterly Plan statements to participants;
Prepare annual reports for Employer on the financial status of the Plan;
Provide investment education seminars and materials, subject to the limitations of Section XIV of this Agreement;
Assist in the administration requirements under the Retirement Equity Act of 1984;
Provide technical assistance to Employer with respect to Qualified Domestic Relations Orders;
Monitor, calculate, and process minimum required distributions in accordance with the terms of the Plan and the Code;

Monitor compliance with the Code Section 415(c) limit as described in Section V and process corrective distributions as directed by Employer and as permitted by law; and
Provide technical assistance to Employer, subject to review by Employer's legal counsel, in drafting plan amendments to comply with changes in the law.

IX. Employer Duties. Employer shall have all other duties under the Plan, including, but not limited to, the following: Employer shall remit to Custodian such contributions as are required or permitted under the Plan, by wire transfer or other format acceptable to Custodian and Employer, in a timely manner complying with any laws applicable to such contributions, and shall timely provide to Service Provider all necessary data that is required by Service Provider to perform its obligations under this Agreement, in electronic format except as otherwise agreed between Employer and Service Provider. Contributions and supporting data shall be provided in an electronic media format acceptable to Service Provider. Employer shall notify Service Provider within 31 days following the close of a Plan year if it intends to make additional contributions with respect to such Plan year. Employer shall retain responsibility for establishing and maintaining the tax-qualified status of the Plan, including the execution of any necessary documents and/or amendments; filing the necessary annual plan returns; and distributing plan summaries, summary annual reports, and plan statements to participants. Employer shall complete all necessary forms to establish an annuity contract or to open an account with a life insurance company or a registered broker-dealer, if required by the Plan Investment Options selected by the Employer.

X. Participant Loans. If the Plan allows loans, Service Provider shall provide administrative services for loans from the Plan. Loans from the Plan shall not exceed the maximum dollar or percentage limits and shall comply at origination with the reasonable interest rate and repayment requirements, as such limits and requirements are prescribed by the Code. Loan interest rates established at loan origination shall remain fixed during the period of the loan, except to the extent required under any annuity contract under which such loans may be issued or under the terms of any loan accepted by the Plan in a transfer from another similar plan or contract. In the case of loans to participants who are actively employed with the Employer, the Employer shall undertake and cooperate with the Service Provider to have all such loan payments made by payroll deduction. As part of Service Provider's reasonable compensation for services under this Agreement, Service Provider shall be entitled to receive a nonrefundable loan fee of \$50 and an annual loan charge of \$30 per loan. The interest and principal components of a participant's loan payment shall be credited to his or her Participant Account under the Plan.

XI. Administrative Service Fees, and Credits. In exchange for the services provided for under this Agreement, Service Provider shall receive the following compensation, which the Employer has determined to be reasonable in light of the services to be provided:

- A. The gross annual Administrative Service Fee shall be 0.20% (twenty one-hundredths of one percent) multiplied by the dollar amount of the assets in Participant Accounts and shall be paid in quarterly installments. Each quarterly installment shall be determined with respect to each full or partial calendar quarter by multiplying the corresponding quarterly rate by the dollar amount of assets in Participant Accounts as determined on a date on or before the last day of each calendar quarter, and payable on a date that is not more than ten (10) business days following the end of each calendar quarter. Such amount shall be paid out of Participant Accounts on a pro rata basis, according to the value and allocations of their respective accounts at that time.

B. Service Provider will deposit the anticipated amount of the fund revenue to be received by it and its affiliates as described on Appendix A, as updated from time to time, into Participant Accounts that are invested in the funds for which the reimbursements are to be received. Service Provider shall determine such revenue on a quarterly basis based on the average daily balance of the assets in each reimbursing fund as of the date the Administrative Service Fee is determined and the reimbursement rate at that time. Such revenue will be deposited into Participant Accounts according to the value and allocations of their respective accounts in the reimbursing fund(s) at the time the Administrative Service Fee is determined. A participant account that was closed (e.g., surrendered or otherwise liquidated) during the measuring period will be disregarded for purposes of this calculation. In the event that a fund is no longer available under the Plan, due to fund company closure or Employer direction, Service Provider shall deposit the revenue described above payable for that fund to the fund selected by Employer to replace the unavailable fund.

XII. Amendment and Termination. This Agreement may be amended from time to time with the written consent of Employer and Service Provider. Service Provider may unilaterally amend this Agreement if it is deemed advisable to do so in order to conform the Agreement to applicable laws and regulations. This Agreement may be terminated by either party at the conclusion of the Initial Term or at the conclusion of a Renewal Term, upon not less than ninety (90) days' written notice to the other party prior to the conclusion of such Initial Term or Renewal Term; upon a material default that has not been cured by the defaulting party within ninety (90) days after written notice of such default; or upon termination of the Plan. Participant Accounts and Plan records shall be released by Custodian or Service Provider upon termination of this Agreement in accordance with the provisions of this section at a time and in a manner as mutually agreed by Employer, Service Provider and Custodian. Termination of the Plan shall only constitute termination of this Agreement upon distribution of all of the accounts under the Plan, and only if such Plan is not replaced with the same type or a similar type of plan prior to the end of the term of this Agreement. Termination of the Plan shall not alter the application of Administrative Service Fees under Section XI.

XIII. Trust or Custodial Services. If a trustee or custodian other than VALIC Trust Company Inc., or an issuer of annuity contracts other than an affiliate of Service Provider, is providing trust or custodial services or annuity contracts to the Plan, Employer shall by written agreement with such other trustee, custodian, or issuer require that such trustee, custodian, or issuer shall cooperate with Service Provider and provide any and all data, instructions, and other support required of such trustee, custodian or issuer for the performance of Service Provider's obligations under this Agreement. Nonperformance by Service Provider resulting from a failure by such other trustee, custodian or issuer to provide such data, instructions, or other support shall not constitute default by Service Provider under this Agreement.

XIV. Broker-Dealer and Investment Advisory Services. Registered broker-dealer services will be provided through VALIC Financial Advisors, Inc. (VFA) and its authorized representatives or such other broker-dealers as Service Provider designates. VFA is a wholly-owned subsidiary of The Variable Annuity Life Insurance Company and affiliated with Service Provider and is a registered broker/dealer and registered investment advisor. VFA may also offer investment advisory services as described below. Participants may enter into an investment advisory agreement with VFA and/or with such other broker-dealers (or their investment advisor affiliate), and that designated firm may receive an investment advisory fee, such fee to be payable from the Participant Account, subject to any restrictions in the Plan, Code or this Agreement.

VFA Plan-related Services and Offerings: VFA representatives, in their role as financial advisors, facilitate a wide range of services to the Employer and to Plan participants, both for investments identified in Appendix A and, if applicable, for other legacy Plan investments provided by an affiliate of Service Provider. Services generally include education about the Plan, support and customer service, and assistance with group or individual meetings, enrollment, distributions (including required minimum distributions), and transfers or rollovers into the Plan. Additionally, if authorized by the Employer (or alternatively, where such authorization is not required), VFA may offer to Plan participants the Guided Portfolio Services® (GPS) advisory service or alternatively, Advisor Managed Accounts (AMA) advisory service may be offered by an advisor engaged by the Employer and in collaboration with Morningstar Investment Management LLC (“Morningstar”). Compensation paid to a VFA representative for services provided to Plan participants may have one or more of the following components, and such components and allocations may be revised from time to time:

Fixed and Incentive Compensation. Financial advisors may be compensated for in-Plan education and service such as Plan reviews, participant seminars/webinars, new Plan enrollments, and periodic deposit growth. Advisor compensation can be in the form of a fixed payment, a per diem payment, and/or incentive compensation tied to goals such as increasing Plan enrollments.

Compensation for Payroll Deduction and Asset Transfers. In certain instances, compensation may be paid to financial advisors based upon contributions and/or transfer of assets into a Participant Account.

Investment Advisory Compensation. If the GPS service is available in the Plan and a participant enrolls in the service, an investment advisory fee is deducted from the Participant Account. If the participant is enrolled in the managed account option of the GPS service, a portion of that fee is paid to the financial advisor for their service. If AMA service is available in the Plan and a participant selects the service, a separate fee for the service will be charged to participants accounts. VFA financial professionals will not receive compensation for AMA.

VFA Non-Plan Retirement Planning and Related Activity: Outside of the Plan, VFA representatives are qualified to provide broader financial services that are aimed at achieving financial wellness. This includes, among other things, assisting participants in making decisions about managing their retirement plan assets following retirement or upon some other distributable event. VFA services include both brokerage transactions and investment advisory offerings. VFA representatives are compensated separately for these services, including in the form of commissions, distribution fees and advisory fees.

XV. Investment Direction. To the extent permitted under the Plan, as determined by the Employer, Service Provider is directed to accept and follow investment directions received from individual participants or beneficiaries, subject to any other limitations described in this Agreement. Service Provider and VFA shall be entitled to rely upon instructions received from the Employer, the Plan Administrator, another authorized Plan representative, or a participant, subject to the limitations of the preceding sentence, and shall have no obligation to investigate either the prudence of such instructions or the absence of any instructions.

XVI. Assignment and Delegation. Service Provider may assign or delegate certain of the administrative or recordkeeping services described in this Agreement to be provided by third parties on behalf of Service Provider.

XVII. Release of Information. Where necessary to the proper administration of the Employer's Plan, Service Provider may release certain information to the Employer or a governmental agency examining the Employer's Plan.

XVIII. Confidentiality. Service Provider agrees that it shall not use, disclose, or permit access to Confidential Information acquired in connection with the services performed under this Agreement other than to exercise its rights under this Agreement and perform its obligations under this Agreement or as otherwise described herein. "Confidential Information" includes, but is not limited to, nonpublic personal information (e.g., names, addresses, account balances, account numbers, account activity, Social Security numbers, taxpayer identification numbers, and sensitive financial information), information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, know-how, as well as any information entrusted to any affiliates of the parties. All Confidential Information shall be held in confidence by Service Provider to the same extent and in at least the same manner as Service Provider protects its own Confidential Information, but in no case in a lesser manner than a reasonable degree of care under the circumstances. The foregoing shall not restrict use, disclosure, or access to Confidential Information related to the performance or evaluations of retirement services, the provision of services under this Agreement or any other agreement with the Employer, or as otherwise provided herein; provided, however, in no event will Service Provider release any information to any person or entity except as permitted by applicable law. The Employer expressly authorizes Service Provider to disclose Confidential Information to Employer's consultant(s), counsel, agents, and to Service Provider's affiliates, agents, and representatives consistent with the limitations herein.

The obligations of this section shall not act to restrict any lawful disclosure of Confidential Information by Service Provider pursuant to any applicable state or federal laws or to the extent required to satisfy any valid subpoena, court order, litigation or regulatory request, or any other legal requirement of a competent governmental authority, provided that following receipt of any such request, and to the extent that it may legally and reasonably do so, Service Provider advises Employer prior to making such disclosure in order that Employer may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate. Notwithstanding the foregoing, Service Provider need not provide notice to Employer prior to responding to those routine subpoenas or court orders that are commonly received, and responded to, by Service Provider in its role as a Plan record keeper (e.g., Domestic Relations Orders). Notwithstanding the foregoing, Service Provider may use data or any derivatives thereof in an anonymous form (*i.e.*, such that it is not identified or recognizable as Employer's, Plan's, or Participants' information) for Service Provider's marketing analytics and other purposes. In addition, Service Provider will not be considered to have breached its obligations hereunder for using or disclosing Confidential Information to the extent Service Provider or a Service Provider affiliate is specifically authorized by an individual to use that individual's personal information (including Plan-related and Participant Account-related information applicable to that individual) in connection with any other Service Provider products or services. Additionally, the obligations of this section shall not apply to information which, without breach of obligations of confidentiality or violation of law: (1) is independently developed by Service Provider; (2) is or becomes publicly known; (3) is already known by Service Provider as evidenced by the written records or (4) is obtained from an independent source.

XIX. Data Security and Privacy. Service Provider agrees to maintain and hold all nonpublic personal information received in connection with the performance of services under this Agreement in confidence, consistent with the terms herein. Nonpublic personal information (“NPI”) is limited to personally identifiable financial information which (1) is provided by a participant to Service Provider or (2) results from a transaction with the participant of any service performed for the participant or (3) is otherwise obtained by the financial institution. Service Provider agrees that their collection, use and disclosure of any and all NPI is and will be at all times conducted in compliance with all applicable data protection and/or privacy laws, rules and/or regulations, and Service Provider’s Privacy Policy as updated from time to time and found at www.corebridgefinancial.com.

Service Provider will use reasonable care to secure NPI through the use of appropriate physical and logical security measures, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of NPI. Service Provider may use and disclose relevant aspects of NPI to its employees, affiliates, permissible assigns, subcontractors, advisors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations, the maintenance and/or improvement of overall service delivery, or the enforcement of its rights under this Agreement. For purposes of this section, NPI includes user credentials, passwords, and other authentication data that enables Employer, its authorized agents, or participants to access Service Provider software. Service Provider will promptly notify the Employer in the event of (i) any breach of its security measures that results in unauthorized access to NPI that could result in harm to the impacted individual; (ii) the consequences of the breach; and (iii) the corrective action taken to remedy the breach; collectively steps (i), (ii) and (iii) shall constitute a “Notice Event”. Nothing in this Agreement shall in any way affect other product or service arrangements entered into separately by Service Provider or its affiliates and the Plan and/or Participants.

XX. Force Majeure. In no event shall either party be liable to the other for any delay or failure to perform in breach of any of the terms of this Agreement to the extent that such breach results entirely from an unforeseen event outside the control of the breaching party, including, but not limited to, acts of God; acts of the public enemy; acts of terrorism; acts of any foreign government; acts, orders or regulations of the United States of America, or any state, territory or political division of the United States of America or of the District of Columbia; fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather conditions; provided that, in every case, the delay or failure to perform is beyond the control and without the fault or negligence of the party claiming excusable delay and that such party cures the breach as soon as possible.

XXI. Dispute Resolution. The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute within 60 days of reaching an impasse to non-binding mediation conducted by a private mediator agreed to by both parties and conducted in accordance with the rules of a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. If the parties cannot agree on a mediator, the mediator will be selected by the American Arbitration Association and the mediation shall be conducted pursuant to its Commercial Mediation Procedures. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation. In the event of a dispute hereunder, and while the parties pursue the dispute resolution procedures set forth herein, each party shall, unless otherwise directed by the

other party, continue performing its obligations to the other party (other than Employer's obligation to pay amounts that are disputed in good faith).

XXII. Acts or Omissions of Other Parties. Neither Service Provider nor its affiliates, successors and assigns shall have any liability, duty or other obligation with respect to actions or omissions (including incomplete or incorrect data provided to Service Provider) of the Employer, the Plan Administrator, or other authorized Plan representative, or of any concurrent or predecessor trustee, custodian, or other investment or service provider. Service Provider is entitled to rely on instructions provided by the Employer, the Plan Administrator, or another authorized Plan Representative and investment instructions provided by participants and beneficiaries and shall have no duty to inquire with respect to such instructions.

XXIII. Notice. Notice to either party shall be provided in writing as follows:

To Employer:

Attn: Randolph Wilkerson
Director of Human Resources
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

To Service Provider:

Attn: Senior Vice President
Relationship Management
VALIC Retirement Services Company
2929 Allen Parkway, L6-20
Houston, TX 77019-2155

XXIV. Governing Law; Counterparts. This Agreement shall be interpreted under the laws of the State of Tennessee. This Agreement may be executed in multiple counterparts, in one or more of the following: hard copy, digital or electronic. Each such counterpart shall be deemed an original, and all counterparts so executed shall constitute one Agreement, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

XXV. Entire Agreement. Executed by the authorized representatives of the parties, this Agreement together with the referenced exhibits and attachments constitutes the entire intent of the parties hereto, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

EMPLOYER:

Signature

Print Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

Signature

Print Name: _____

Title: _____

Date: _____

Appendix A
to
Service Provider Agreement
Effective March 27, 2026

Available Investment Options

Corebridge Retirement Services* offsets to plan service fees for any 12b-1 and recordkeeping fees received from the fund families will be credited to the Plan as described in this Agreement.

				Amounts Paid to Corebridge Retirement Services from Fund Family	
	Fund Name	Asset Category	Ticker Symbol or CUSIP Number	12b-1 Fees (%)	Record keeping / Admin Fees (%)
1	AB US Large Cap Growth (W Series) Cl L	Large Growth	97183A102	0.000	0.000
2	Cohen & Steers U.S. Realty CIT RS	Real Estate	19249e829	0.000	0.000
3	Fidelity 500 Index	Large Blend	FXAIX	0.000	0.000
4	Fidelity Mid Cap Index	Mid-Cap Blend	FSMDX	0.000	0.000
5	Fidelity Small Cap Index	Small Blend	FSSNX	0.000	0.000
6	Fidelity U.S. Bond Index	Intermediate Core Bond	FXNAX	0.000	0.000
7	Fidelity Total International Index	Foreign Large Blend	FTIHX	0.000	0.000
8	Franklin Small Cap Value GG Trust CIT Cl R	Small Value	97183B605	0.000	0.000
9	Invesco Discovery R6	Small Growth	ODIIX	0.000	0.000
10	JHancock Core Plus Fixed Income Trust I2	Intermediate Core-Plus Bond	565017860	0.000	0.000
11	Jhancock Disciplined Value Mid Cap T CL B5	Mid-Cap Value	47805k707	0.000	0.000
12	MFS International Diversification CIT Fee Class L	Foreign Large Growth	39052C769	0.000	0.000
13	Principal Mid-Cap Fd T-IV	Mid-Cap Growth	742538739	0.000	0.000
14	Putnam Large Cap Value Trust IA	Large Value	746750405	0.000	0.000
15	Putnam Stable Value Fund 15bps ¹	Stable Value	74686Q801	0.000	0.000
16	T ROWE PRICE RETIREMENT BLEND 2005 CL TC ²	Target-Date 2000-2010	87285Y298	0.000	0.000
17	T ROWE PRICE RETIREMENT BLEND 2010 CL TC ²	Target-Date 2000-2010	87285Y280	0.000	0.000
18	T ROWE PRICE RETIREMENT BLEND 2015 CL TC ²	Target-Date 2015	87285Y272	0.000	0.000
19	T ROWE PRICE RETIREMENT BLEND 2020 CL TC ²	Target-Date 2020	87285Y264	0.000	0.000
20	T ROWE PRICE RETIREMENT BLEND 2025 CL TC ²	Target-Date 2025	87285Y249	0.000	0.000
21	T ROWE PRICE RETIREMENT BLEND 2030 CL TC ²	Target-Date 2030	87285Y223	0.000	0.000
22	T ROWE PRICE RETIREMENT BLEND 2035 CL TC ²	Target-Date 2035	87285Y215	0.000	0.000
23	T ROWE PRICE RETIREMENT BLEND 2040 CL TC ²	Target-Date 2040	87285Y199	0.000	0.000
24	T ROWE PRICE RETIREMENT BLEND 2045 CL TC ²	Target-Date 2045	87285Y181	0.000	0.000
25	T ROWE PRICE RETIREMENT BLEND 2050 CL TC ²	Target-Date 2050	87285Y173	0.000	0.000
26	T ROWE PRICE RETIREMENT BLEND 2055 CL TC ²	Target-Date 2055	87285Y165	0.000	0.000
27	T ROWE PRICE RETIREMENT BLEND 2060 CL TC ²	Target-Date 2060	87285Y157	0.000	0.000
28	T ROWE PRICE RETIREMENT BLEND 2065 CL TC ²	Target-Date 2065+	87285Y140	0.000	0.000
29	T ROWE PRICE RETIREMENT BLEND 2070 CL TC ²	Target-Date 2065+	87285Y132	0.000	0.000
30	Vanguard Federal Money Market Investor ³	Money Market-Taxable	VMFXX	0.000	0.000

*Corebridge Retirement Services represents Corebridge member companies - The Variable Annuity Life Insurance Company (VALIC), and its subsidiaries VALIC Financial Advisors, Inc. (VFA) and VALIC Retirement Services Company (VRSCO); and, The United States Life Insurance Company in the City of New York. All are members of Corebridge Financial, Inc.

¹ In the event a fund selected by the Employer has closed due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund; and, where required for the current account balances in the unavailable fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to this investment option.

² Funds that will be the default investment options for the Plan based on the table below. The default investment options will be used for any contributions received on behalf of a participant who does not have investment elections on file with Service Provider. To the extent that a participant's date of birth has not been provided to Service Provider at the time an account is established, the participant's contributions will be invested in the model below corresponding to an age of 99 years until the participant changes such investment election.

Fund	CUSIP	Participant Date of Birth
T ROWE PRICE RETIREMENT BLEND 2005 CL TC	87285Y298	Before 1943
T ROWE PRICE RETIREMENT BLEND 2010 CL TC	87285Y280	From 1943 through 1947
T ROWE PRICE RETIREMENT BLEND 2015 CL TC	87285Y272	From 1948 through 1952
T ROWE PRICE RETIREMENT BLEND 2020 CL TC	87285Y264	From 1953 through 1957
T ROWE PRICE RETIREMENT BLEND 2025 CL TC	87285Y249	From 1958 through 1962
T ROWE PRICE RETIREMENT BLEND 2030 CL TC	87285Y223	From 1963 through 1967
T ROWE PRICE RETIREMENT BLEND 2035 CL TC	87285Y215	From 1968 through 1972
T ROWE PRICE RETIREMENT BLEND 2040 CL TC	87285Y199	From 1973 through 1977
T ROWE PRICE RETIREMENT BLEND 2045 CL TC	87285Y181	From 1978 through 1982
T ROWE PRICE RETIREMENT BLEND 2050 CL TC	87285Y173	From 1983 through 1987
T ROWE PRICE RETIREMENT BLEND 2055 CL TC	87285Y165	From 1988 through 1992
T ROWE PRICE RETIREMENT BLEND 2060 CL TC	87285Y157	From 1993 through 1997
T ROWE PRICE RETIREMENT BLEND 2065 CL TC	87285Y140	From 1998 through 2002
T ROWE PRICE RETIREMENT BLEND 2070 CL TC	87285Y132	After 2002

³ Investment of Plan forfeitures only.

In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.

CUSTODIAL AGREEMENT

I. Establishment of Custodial Account. A custodial account (“Custodial Account”) is hereby established by City of Murfreesboro (“Employer”) to hold, administer, and distribute amounts pursuant to the terms of the City of Murfreesboro 401(a) Plan, established pursuant to Section 401(a) of the Internal Revenue Code of 1986, as presently or subsequently amended (“Code”), which provides for the following type(s) of contributions: employer matching and employer supplemental, hereinafter referred to as the “Plan.” The interests of each participant under the Plan shall be accounted for in a separate Participant Account, as described in Section VI of this Custodial Agreement.

II. Designation of Custodian. By signature below of its duly authorized officer, Employer designates that VALIC Trust Company Inc., a New Hampshire trust company, shall be the non-discretionary directed custodian (“Custodian”) of the Custodial Account, beginning on March 27, 2026 (“Effective Date”); and hereby authorizes Custodian to open and maintain the Custodial Account; and the Custodian accepts such designation.

Except as otherwise provided in this Custodial Agreement, the Custodian shall be directed by the Employer, a plan administrator other than the Employer as designated in the Plan (“Plan Administrator”), or another authorized Plan representative. The Custodian shall hold Custodial Account property in the name of the Plan. The duties of the Custodian shall apply solely with respect to the property allocated to the Custodial Account hereunder, and Custodian shall bear neither responsibility nor liability for other amounts held under the Plan with another trustee, custodian, or other investment or service provider. The Employer hereby agrees that the Custodian shall not serve as, and shall not be deemed to be, a co-custodian or co-trustee and, except as otherwise imposed by applicable law, shall have no co-fiduciary liability for any other person, custodian or trustee. The Custodian shall have no responsibility for any property until it is received and accepted by the Custodian.

III. Protection of Participants.

A. Custodial Account property shall be held for the sole and exclusive benefit of participants and their beneficiaries.

B. No amounts allocable under the Plan shall be returned to the Employer, except as otherwise provided in this Custodial Agreement, until all obligations to participants have been satisfied, and unless consistent with the requirements of the Plan, and the Code.

C. A Participant Account may not be assigned or pledged by a participant unless permitted under the Plan, the Code, and this Custodial Agreement.

IV. Protection of Custodian. The Custodian shall not be obligated to give any bond or other security for the performance of the Custodian’s duties hereunder. The Custodian shall not be liable for any mistake of judgment or other action taken in good faith upon the opinion of counsel or of the Custodian’s accountant or auditors, or upon the actions of, or the reports made to the Custodian by, any of Employer’s officers, employees, or agents, or the actions of or reports by any regulated investment company or other service provider under the Plan, including any other current or prior

custodian or trustee, provided that Custodian acted in good faith in such action or omission and in such reliance.

The provisions of this Custodial Agreement shall be subject to the terms of the Plan, any related service provider agreement (“Service Provider Agreement”) entered into with VALIC Retirement Services Company (“Service Provider”), and any annuity contract entered into with an affiliate of Service Provider, except that the terms of such Plan, Service Provider Agreement or annuity contract shall not adversely affect the rights or duties of the Custodian under this Custodial Agreement without the Custodian's prior written consent. Custodian shall be permitted to review the terms of the Plan, and any current or future amendments thereto. Such review shall not constitute an opinion as to the qualification of the Plan or as to any terms thereof and the Custodian shall have no responsibility for determining whether the Plan or any amendment thereof satisfies the qualification requirements of the Code. No amendment or other revision of the Plan or the Plan's administrative rules shall be binding upon the Custodian unless advance written notice of such amendment or other revision is provided to the Custodian. Employer shall retain sole responsibility for taking all necessary steps to ensure that administrative services provided for under this Custodial Agreement are not inconsistent with the terms of the Plan.

V. Forms and Procedures. All requests for transactions within Participant Accounts, including any account maintenance requests, and transfers or distributions into or out of such Participant Accounts, must be performed in or on a form or method approved by the Custodian.

VI. Maintenance of Individual Subaccounts for Participants (“Participant Accounts”). The interests of each participant under the Plan shall be accounted for in a separate Participant Account. Records of individual Participant Accounts shall be maintained by Service Provider pursuant to the Service Provider Agreement between the Employer and Service Provider. To the extent permitted by law, the Custodian shall be relieved of any performance obligations under this Custodial Agreement that are also the obligations of the Service Provider under the Service Provider Agreement or any other service provider under the Plan.

VII. Correction of Errors. The Custodian is hereby authorized and directed to make such corrections of contributions to the Plan made under a mistake of fact or such other contributions made in error or other errors as may be corrected under the terms of the Plan, and the Code, including corrections under any available Internal Revenue Service (“IRS”) self-correction program, as identified by Employer, Service Provider or another authorized Plan representative. Contributions made to a Participant Account that are identified by the Service Provider, Custodian, the Employer or another authorized Plan representative to have resulted from a mistake of fact shall be returned to the participant or the Employer or reallocated to the proper Participant Account, along with earnings thereon, in accordance with the terms of the Plan, and the Code. A mistake of fact may include, but is not limited to (1) a reasonable error in determining the participant's includible compensation, and (2) a reasonable error in determining the amount to be withheld from a participant's wages or the participant to whom a contribution was to be allocated. A mistake of law shall not be considered a mistake of fact.

If an amount credited to a Participant Account by the Custodian under a mistake of fact or other reasonable mistake is transferred to a successor contract issuer, custodian, or trustee, the Custodian is hereby authorized to request the return of such excess amount from the successor contract issuer, custodian, or trustee.

VIII. Administration of Loans to Participants. Subject to applicable provisions of the Plan, and the Code, loans from the Custodial Account may be requested by a participant, provided that such loans are established in or on a form or method acceptable to the Custodian and the Service Provider, and provided that such loans are administered pursuant to a loan program established under the Plan and authorized by the Employer and which conforms to the administrative requirements of the Custodian and the Service Provider. Loan repayments shall be deposited into the Custodial Account in accordance with the participant's current investment allocation.

IX. Identification of Available Investments. The investments available under Participant Accounts ("Plan Investment Options") are listed in Appendix A to this Custodial Agreement. This list of available investments, which may also describe requirements or limitations applicable to one or more of the investments, was selected by the Employer or the Plan Administrator, and is hereby accepted by the Custodian. Appendix A may be revised annually following any anniversary of this Custodial Agreement provided that sixty (60) days' advance written notice is provided by the Employer, the Plan Administrator, or another authorized Plan representative to the Custodian of the intent to revise the Appendix, and subject to the Custodian's agreement to administer any additional investment(s) in advance of the addition of such additional investment(s) to Appendix A. The Custodian shall have no duty or responsibility for monitoring, selecting or providing advice with respect to the Plan Investment Options. Investment directions may be communicated to the Custodian by the Employer or another authorized Plan representative, such as the Service Provider, or by participants where permitted by the Plan. In the absence of contrary instructions from the Employer, the Plan Administrator, or another authorized Plan representative, the Custodian shall direct one or more third parties in the execution of investment instructions received from participants. The Custodian shall be entitled to rely upon instructions received from the Employer, the Plan Administrator, another authorized Plan representative, or a participant, subject to the limitation described in the preceding sentence, and shall have no obligation to investigate either the prudence of such instructions or the absence of any instructions.

The Employer hereby directs the Custodian to hold in cash or cash equivalents such amounts as may be necessary for the proper administration of assets and to retain for Custodian's sole benefit any income that it may receive while such amounts are so held as a portion of the reasonable compensation to be paid to the Custodian for its services to the Plan. Custodian may, in addition to or in lieu of charging Employer for the costs incurred by Custodian in providing these Custodial services, invest funds received from Employer through a custodial account in investment vehicles that emphasize safety and liquidity. These investment vehicles will comprise obligations of the United States or its agencies and instrumentalities or other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by, the full faith and credit of the United States. All investment vehicles utilized must be liquid on a daily basis. Custodian may retain any income earned from such investments and, if applicable, any fees charged by Custodian as reasonable compensation for services rendered.

X. Limitations on Contributions. Contributions to a Participant Account shall not exceed the applicable limits provided in the Code and in the Plan. Any contributions in excess of applicable limits under the Code or the Plan may be distributed to the Employer or to the participant to the extent permitted under the Code; Treasury Regulations or other regulatory guidance, including any IRS self-correction programs; the Plan; the Custodial Account; the annuity contract or as otherwise provided in this Agreement or agreed by the Employer, Custodian and Service Provider.

XI. Distributions to Participants and Beneficiaries. Distributions to participants and beneficiaries may be made only as permitted under the Plan and the Code, subject to any limitations in Employer's agreement with Service Provider. Distributions to participants from Participant Accounts must also comply with applicable distribution requirements under Code Section 401(a)(9), which generally requires that distributions commence not later than the April 1 of the year following the year the Participant either attains age 73 (age 72 if born after June 30, 1949 and before January 1, 1951 and 70 ½ if born before July 1, 1949) or retires, whichever is later. It shall be the responsibility of the Employer, the Plan Administrator, or an authorized designee to make determinations of eligibility for such distributions, comply with applicable distribution requirements, and direct the Custodian accordingly. The Custodian shall have no duty to inquire or investigate as to the validity of any such directions.

XII. Term of Agreement. This Custodial Agreement shall be coterminous with the Service Provider Agreement and shall be subject to the same renewal and termination rights, requirements and limitations described in the Service Provider Agreement. Termination of the Custodial Agreement by Custodian shall also constitute termination by Service Provider of the Service Provider Agreement. Employer shall notify Custodian in writing of its intent to terminate the services of Service Provider not less than ninety (90) days in advance of such termination. In such written notice the Employer shall identify the successor to the Service Provider and to the Custodian, and Custodian shall resign effective as of the date of termination of the Service Provider, without regard to any other provision of this Custodial Agreement. If no successor Custodian is designated, Employer shall be the successor to the Custodian and shall amend its Plan to so provide, and shall take all necessary steps to so qualify.

XIII. Taxes and Tax Reporting. Distributions shall be reported to participants and/or beneficiaries and the IRS by the Custodian. The Custodian may pay out of the Custodial Account any taxes properly levied upon the Custodial Account by any governmental taxing authority.

XIV. Reports to Employer. Custodian shall provide periodic reports of aggregate Custodial Account activity to Employer not less frequently than quarterly.

XV. Employer's Duties. As a condition of Custodian's performance hereunder, Employer shall remit to Custodian, or to a party designated by Custodian, in a timely manner and in a medium and format that have been agreed to between the Employer and the Custodian, all information and contributions that are reasonably necessary for the Custodian to perform its duties hereunder, and further agrees to hold harmless and indemnify the Custodian for any failure by the Employer or the Plan Administrator to provide such information and/or contributions. Custodian shall have no duty to allocate amounts to a Participant Account prior to the collection of such amounts by the Custodian from the bank or other depository institution maintaining the account of the Employer upon which any negotiable instrument for such contribution is or was drawn. If Custodian makes investments for and/or allocates one or more contributions to Participant Accounts in reliance upon one or more negotiable instruments issued by the Employer, and if any such negotiable instrument is dishonored or otherwise fails to be paid, the Custodian shall be authorized to liquidate such investments and reverse such allocations to reflect the proper value of the Participant Accounts. Employer agrees to indemnify the Custodian for any losses incurred by Custodian from such dishonor or other failure of payment.

XVI. Broker-Dealer Services. Enrollment services, investment education, purchases and sales of variable Plan investments, and other registered broker-dealer services will be provided as described in Employer's agreement with Service Provider and not by Custodian.

XVII. Participant Direction of Investment. To the extent permitted under the Plan, as determined by the Employer, Custodian is directed to accept and follow investment directions received from individual participants or beneficiaries, subject to any other limitations described in this Custodial Agreement.

XVIII. Assignment and Delegation. Custodian may assign or delegate certain of the administrative or recordkeeping services described in this Custodial Agreement to be provided by third parties on behalf of the Custodian.

XIX. Governing Law; Counterparts. Except where Federal laws would otherwise control, this Custodial Agreement shall be governed by the laws of the State of Texas. This Custodial Agreement may be executed in multiple counterparts, in one or more of the following: hard copy, digital or electronic. Each such counterpart shall be deemed an original, and all counterparts so executed shall constitute one Agreement, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

XX. Acts or Omissions of Other Parties. Neither Custodian nor its affiliates, successors and assigns shall have any liability, duty or other obligation with respect to actions or omissions (including incomplete or incorrect data provided to Custodian) of the Employer, the Plan Administrator, or other authorized Plan representative, or of any concurrent or predecessor trustee, custodian, or other investment or service provider. Custodian is entitled to rely on instructions provided by the Employer, the Plan Administrator, or another authorized Plan Representative and investment instructions provided by participants and beneficiaries and shall have no duty to inquire with respect to such instructions.

XXI. Notice. Notice to either party shall be provided in writing as follows:

To Employer:

Attn: Randolph Wilkerson
Director of Human Resources
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

To Custodian:

Attn: Kimberly M. Robinson
CEO and Trust Officer
VALIC Trust Company Inc.
2919 Allen Parkway
Woodson Tower 8th Floor
Houston, Texas 77019

XXII. Release of Information. Where necessary to the proper administration of Employer's Plan, the Custodian may release information to the Employer or a governmental agency examining the Employer's Plan.

XXIII. Representations and Warranties. Employer and Custodian each represent and warrant to the other as follows:

a. Each is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, in the case of VALIC Trust Company Inc., the laws of the United States;

b. Each is not a party to or subject to any charter, by-law, agreement, law, rule, regulation, judgment or decree of any kind that would prevent performance of the terms and conditions of this Custodial Agreement;

c. Each has full power and authority to execute and deliver this Custodial Agreement and to consummate and perform the transactions contemplated hereby;

d. This Custodial Agreement has been duly authorized, executed and delivered by Employer and Custodian and constitutes the legal, valid and binding obligation of each, enforceable against each in accordance with its terms; and

e. (Check applicable provision below; if neither checked, paragraph 1. shall apply):

1. _____ (*Only individual executing this agreement authorized to act with respect to the Custodial Account*). Employer has invested the fullest authority at all times in the individual executing this Custodial Agreement, which individual is empowered by resolution and applicable law to execute any documents that Custodian requires relevant to the opening or maintaining of a Custodial Account for the Plan and to take any and all action deemed to be proper in connection with the Custodial Account, including, but not limited to, authority to give written or oral instructions to Custodian with respect to Custodial Account transactions; or

2. _____ (*Individuals other than individual executing this agreement authorized to act with respect to the Custodial Account*). Employer has invested the fullest authority at all times in the individuals named and whose signatures appear in Appendix B, which individuals are empowered by resolution and applicable law to execute any documents that Custodian requires relevant to the opening or maintaining of a Custodial Account for the Plan and to take any and all action deemed by any of them to be proper in connection with the Custodial Account, including, but not limited to, authority to give written or oral instructions to Custodian with respect to Custodial Account transactions.

Said powers and authority granted shall continue fully effective until receipt by Custodian of written notice of change or revision thereof. Employer will certify to Custodian promptly, when and as made, any change in the individual(s) or powers of said individual(s) hereby authorized and such modifications when received by Custodian shall be adequate both to terminate the powers of the individual(s) theretofore authorized and to empower the individual(s) thereby substituted. The Custodian shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by the individual(s) until a notice described in this paragraph is received.

XXIV. Amendment. This Custodial Agreement may be amended with the written consent of Employer and Custodian. Employer and Custodian agree to amend this Custodial Agreement where necessary to comply with applicable laws and regulations.

XXV. Entire Agreement. Executed by the authorized representatives of the parties, this Custodial Agreement together with the referenced exhibits and attachments constitutes the entire intent of the parties to this Custodial Agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Custodial Agreement.

Signature of authorized representative of Employer:

Print name of authorized representative of Employer

Date: _____

Appointment of VALIC Trust Company Inc. as non-discretionary directed custodian accepted by authorized representative:

Print name of authorized representative of VALIC Trust Company Inc.

Date: _____

Appendix A
to
Custodial Agreement
Effective March 27, 2026

Available Investment Options

Corebridge Retirement Services* offsets to plan service fees for any 12b-1 and recordkeeping fees received from the fund families will be credited to the Plan as described in the Service Provider Agreement.

				Amounts Paid to Corebridge Retirement Services from Fund Family	
	Fund Name	Asset Category	Ticker Symbol or CUSIP Number	12b-1 Fees (%)	Record keeping / Admin Fees (%)
1	AB US Large Cap Growth (W Series) Cl L	Large Growth	97183A102	0.000	0.000
2	Cohen & Steers U.S. Realty CIT RS	Real Estate	19249e829	0.000	0.000
3	Fidelity 500 Index	Large Blend	FXAIX	0.000	0.000
4	Fidelity Mid Cap Index	Mid-Cap Blend	FSMDX	0.000	0.000
5	Fidelity Small Cap Index	Small Blend	FSSNX	0.000	0.000
6	Fidelity U.S. Bond Index	Intermediate Core Bond	FXNAX	0.000	0.000
7	Fidelity Total International Index	Foreign Large Blend	FTIHX	0.000	0.000
8	Franklin Small Cap Value GG Trust CIT Cl R	Small Value	97183B605	0.000	0.000
9	Invesco Discovery R6	Small Growth	ODIIX	0.000	0.000
10	JHancock Core Plus Fixed Income Trust I2	Intermediate Core-Plus Bond	565017860	0.000	0.000
11	Jhancock Disciplined Value Mid Cap T CL B5	Mid-Cap Value	47805k707	0.000	0.000
12	MFS International Diversification CIT Fee Class L	Foreign Large Growth	39052C769	0.000	0.000
13	Principal Mid-Cap Fd T-IV	Mid-Cap Growth	742538739	0.000	0.000
14	Putnam Large Cap Value Trust IA	Large Value	746750405	0.000	0.000
15	Putnam Stable Value Fund 15bps ¹	Stable Value	74686Q801	0.000	0.000
16	T ROWE PRICE RETIREMENT BLEND 2005 CL TC ²	Target-Date 2000-2010	87285Y298	0.000	0.000
17	T ROWE PRICE RETIREMENT BLEND 2010 CL TC ²	Target-Date 2000-2010	87285Y280	0.000	0.000
18	T ROWE PRICE RETIREMENT BLEND 2015 CL TC ²	Target-Date 2015	87285Y272	0.000	0.000
19	T ROWE PRICE RETIREMENT BLEND 2020 CL TC ²	Target-Date 2020	87285Y264	0.000	0.000
20	T ROWE PRICE RETIREMENT BLEND 2025 CL TC ²	Target-Date 2025	87285Y249	0.000	0.000
21	T ROWE PRICE RETIREMENT BLEND 2030 CL TC ²	Target-Date 2030	87285Y223	0.000	0.000
22	T ROWE PRICE RETIREMENT BLEND 2035 CL TC ²	Target-Date 2035	87285Y215	0.000	0.000
23	T ROWE PRICE RETIREMENT BLEND 2040 CL TC ²	Target-Date 2040	87285Y199	0.000	0.000
24	T ROWE PRICE RETIREMENT BLEND 2045 CL TC ²	Target-Date 2045	87285Y181	0.000	0.000
25	T ROWE PRICE RETIREMENT BLEND 2050 CL TC ²	Target-Date 2050	87285Y173	0.000	0.000
26	T ROWE PRICE RETIREMENT BLEND 2055 CL TC ²	Target-Date 2055	87285Y165	0.000	0.000
27	T ROWE PRICE RETIREMENT BLEND 2060 CL TC ²	Target-Date 2060	87285Y157	0.000	0.000
28	T ROWE PRICE RETIREMENT BLEND 2065 CL TC ²	Target-Date 2065+	87285Y140	0.000	0.000
29	T ROWE PRICE RETIREMENT BLEND 2070 CL TC ²	Target-Date 2065+	87285Y132	0.000	0.000
30	Vanguard Federal Money Market Investor ³	Money Market-Taxable	VMFXX	0.000	0.000

*Corebridge Retirement Services represents Corebridge member companies - The Variable Annuity Life Insurance Company (VALIC), and its subsidiaries VALIC Financial Advisors, Inc. (VFA) and VALIC Retirement Services Company (VRSCO); and, The United States Life Insurance Company in the City of New York. All are members of Corebridge Financial, Inc.

¹ In the event a fund selected by the Employer has closed due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund; and, where required for the current account balances in the unavailable fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to this investment option.

² Funds that will be the default investment options for the Plan based on the table below. The default investment options will be used for any contributions received on behalf of a participant who does not have investment elections on file with Service Provider. To the extent that a participant's date of birth has not been provided to Service Provider at the time an account is established, the participant's contributions will be invested in the model below corresponding to an age of 99 years until the participant changes such investment election.

Fund	CUSIP	Participant Date of Birth
T ROWE PRICE RETIREMENT BLEND 2005 CL TC	87285Y298	Before 1943
T ROWE PRICE RETIREMENT BLEND 2010 CL TC	87285Y280	From 1943 through 1947
T ROWE PRICE RETIREMENT BLEND 2015 CL TC	87285Y272	From 1948 through 1952
T ROWE PRICE RETIREMENT BLEND 2020 CL TC	87285Y264	From 1953 through 1957
T ROWE PRICE RETIREMENT BLEND 2025 CL TC	87285Y249	From 1958 through 1962
T ROWE PRICE RETIREMENT BLEND 2030 CL TC	87285Y223	From 1963 through 1967
T ROWE PRICE RETIREMENT BLEND 2035 CL TC	87285Y215	From 1968 through 1972
T ROWE PRICE RETIREMENT BLEND 2040 CL TC	87285Y199	From 1973 through 1977
T ROWE PRICE RETIREMENT BLEND 2045 CL TC	87285Y181	From 1978 through 1982
T ROWE PRICE RETIREMENT BLEND 2050 CL TC	87285Y173	From 1983 through 1987
T ROWE PRICE RETIREMENT BLEND 2055 CL TC	87285Y165	From 1988 through 1992
T ROWE PRICE RETIREMENT BLEND 2060 CL TC	87285Y157	From 1993 through 1997
T ROWE PRICE RETIREMENT BLEND 2065 CL TC	87285Y140	From 1998 through 2002
T ROWE PRICE RETIREMENT BLEND 2070 CL TC	87285Y132	After 2002

³ Investment of Plan forfeitures only.

In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.

**Appendix B
to
Custodial Agreement
Effective March 27, 2026**

Authorized Individuals

Name: _____

Title: _____

Signature: _____

SERVICE PROVIDER AGREEMENT

This is an agreement (“Agreement”) between VALIC Retirement Services Company (“Service Provider”) and City of Murfreesboro (“Employer”) for plan administrative services, effective March 27, 2026, for a period of five (5) years from such date (“Initial Term”) and renewing for successive three (3) year periods thereafter (“Renewal Terms”) unless and until terminated according to the terms of this Agreement.

WHEREAS, Employer wishes to obtain non-discretionary plan administrative services with respect to a retirement plan established for the benefit of employees of the Employer;

WHEREAS, Service Provider is offering to provide such non-discretionary plan administrative services; and,

WHEREAS, Employer acknowledges and agrees that Employer or a third party designated as Plan Administrator shall be responsible for all discretionary decisions with respect to such plan;

THEREFORE, in consideration of the mutual promises herein contained, Employer and Service Provider agree as follows:

I. Plan. Employer designates Service Provider as exclusive plan administrative service provider, to provide plan administrative services described in this Agreement for the plan described below:

City of Murfreesboro 457(b) Plan, an eligible deferred compensation plan established pursuant to Section 457 of the Internal Revenue Code of 1986, as amended (“Code”), consisting of employee deferral contributions.

This plan shall be referred to as the “Plan.”

The provisions of this Agreement shall be subject to the terms of the Plan, any related custodial agreement (“Custodial Agreement”) entered into with VALIC Trust Company Inc. (“Custodian”), and any annuity contract entered into with an affiliate of Service Provider, except that the terms of such Plan, custodial agreement, or annuity contract shall not adversely affect the rights or duties of Service Provider under this Agreement without Service Provider’s prior written consent. Service Provider shall be permitted to review the terms of the Plan, and any current or future amendments thereto. Service Provider shall not be responsible for determining whether the plan document or any amendment thereof satisfies the qualification requirements of the Code. Employer shall retain sole responsibility for taking all necessary steps to ensure that administrative services provided for under this Agreement are consistent with the terms of the Plan.

II. Plan Investment Options. The investment options available under the Plan (“Plan Investment Options”) shall be those listed in Appendix A. Such Plan Investment Options may be limited where required under the Plan or the Code. Appendix A, which may also describe requirements or limitations applicable to one or more of the investments, may be revised annually following any anniversary of this Agreement by the Employer, subject to prior written consent from the Service Provider upon not less than sixty (60) days’ prior written notice from Employer. A change to Appendix A, including but

not limited to a change in the reimbursements from the fund families listed on Appendix A, may result in an adjustment by Service Provider to the Administrative Service Fee described in Section XI. Where any Plan Investment Option contains restrictions on amounts that may be transferred out of or into such Plan Investment Option, Service Provider is hereby directed to enforce such restrictions in its performance of administrative services for the Plan. In the event that Service Provider cannot confirm that such restrictions will be complied with under a transferee investment option, Service Provider is hereby directed to deny the transfer request on behalf of the Employer. In the event of frequent trading in a Participant Account, Service Provider and/or the investment managers of the underlying fund options may impose reasonable timing restrictions on the frequency of transfers between Plan Investment Options. To avoid market timing and frequent trading or other disruptive trading activities, Service Provider may impose limitations on the number, frequency or dollar amount of transfers a participant can make. Service Provider may restrict the method and manner of providing or communicating transfers or reallocation instructions if it is determined that a participant's trading activity is potentially harmful to other investors.

III. Maintenance of Plan Records. Service Provider shall maintain participant-level and aggregate Plan records as follows:

A. A separate account shall be established for each participant ("Participant Account") in which Participant Account shall be recorded pertinent participant information, including, but not limited to, the participant's name, Social Security number, address, date of birth, beneficiary(ies), and selection of Plan Investment Options. Separate records may be maintained under the Plan for the same participant, where appropriate for the recording of separate contribution types.

A Participant Account shall reflect contributions, distributions, allocated forfeitures (if any), gains, losses, and other debits or credits attributable to the investments within the Participant Account, and shall reflect reductions for administrative service fees described in Section XI of this Agreement that are not paid directly by the Employer.

B. Contributions and distributions or Plan credits and debits shall be processed following receipt in good order of all funds and documentation necessary to effect the requested transaction, subject to market limitations or valuation limitations outside of Service Provider's immediate control. Service Provider shall provide reconciliation between Plan and Participant Account records on a regular basis, not less frequently than quarterly.

C. Service Provider shall perform and make available the results of daily valuations of Participant Accounts, as of 4PM Eastern Time of any day on which the appropriate trading market or exchanges are open, subject to intra-day closings, trading suspensions, or other similar or unforeseeable circumstances outside of the control of the Service Provider. Plan Investment Options that are guaranteed as to principal or interest shall be valued according to the terms of such investment options. Plan Investment Options that are not guaranteed as to principal, or principal and interest, shall be valued according to the laws and rules applicable to such investment options. Notwithstanding any provision of this Agreement to the contrary, access to Participant Accounts for transactions or other account maintenance may be subject

to interruption, or a “blackout,” for a pre-defined period commencing with the transfer of records to the Service Provider at the beginning of the Initial Term of this Agreement.

IV. Supported Technologies. Participant enrollment shall be effected through any of the following means, as agreed from time to time by Employer and Service Provider: interactive Internet or paper enrollment form, telephone enrollment, or financial advisor software. Participant transactions other than enrollment shall be effected through a combination of the following means, as agreed from time to time by Employer and Service Provider: paper transaction request forms, telephone response, interactive Internet, and financial advisor software. Voice response shall be available approximately 24 hours per day (subject to periodic maintenance). Customer service representatives will be available from Monday through Friday 7:00AM to 8:00PM Central Time. Availability of voice response and interactive Internet shall be subject to periodic maintenance.

V. Application of Contribution Limitations. Service Provider shall perform contribution limit testing applying the limits of Code Section 457 for each participant enrolling in the Plan or increasing his or her rate of contribution under the Plan upon receipt by the Service Provider of the information necessary to perform such calculations. Annual contribution limit testing will be provided for all participants within three (3) months after the close of the year for which the calculations are to be performed, or within twelve (12) weeks after receipt of necessary data from Employer, whichever is later. Identified excess contributions shall be distributed to the extent permitted by the Code; Treasury regulations or other regulatory guidance, including any Internal Revenue Service (“IRS”) self-correction programs; the Plan; the annuity contract; custodial account; or as otherwise provided in this Agreement or agreed by the Employer, Service Provider and Custodian.

VI. Distributions to Plan Participants. Distributions to participants shall be authorized by the Employer or subject to non-discretionary determinations by the Service Provider pursuant to written guidelines established by Employer. Employer will review and have final decision-making authority with respect to all appeals from Service Provider determinations. Distributions may be in any form permitted by the Plan, Service Provider, Custodian and the Code.

VII. Participant Loans. If the Plan allows loans, Service Provider shall provide administrative services for loans from the Plan. Loans from the Plan shall not exceed the maximum dollar or percentage limits and shall comply at origination with the reasonable interest rate and repayment requirements, as such limits and requirements are prescribed by the Code. Loan interest rates established at loan origination shall remain fixed during the period of the loan, except to the extent required under any annuity contract under which such loans may be issued or under the terms of any loan accepted by the Plan in a transfer from another similar plan or contract. In the case of loans to participants who are actively employed with the Employer, the Employer shall undertake and cooperate with the Service Provider to have all such loan payments made by payroll deduction. As part of Service Provider’s reasonable compensation for services under this Agreement, Service Provider shall be entitled to receive a nonrefundable loan fee of \$50 and an annual loan charge of \$30 per loan. The interest and principal components of a participant’s loan payment shall be credited to his or her Participant Account under the Plan.

VIII. Technical Services. Service Provider shall make reasonable efforts to inform Employer of legislative and/or regulatory changes that may affect the Plan. Service Provider shall offer to provide to Employer a plan document for review by Employer's legal counsel. Employer understands and agrees that it retains full responsibility for the compliance of Employer's Plan with the requirements of the Code and that, if it adopts a Plan pursuant to Code Section 457, Employer may not rely upon any private rulings issued by the IRS to another party with respect to such Plan and may wish to apply to the IRS for such a ruling. Service Provider will provide administrative assistance with respect to any such application for such additional compensation as is agreed upon at such time.

IX. Additional Plan Services. Service Provider will render all of the following additional plan administrative services:

Provide quarterly Plan statements to participants;

Prepare annual reports for Employer on the financial status of the Plan;

Provide investment education seminars and materials, subject to the limitations of Section XIV of this Agreement;

Provide technical assistance to Employer with respect to Domestic Relations Orders;

Monitor, calculate, and process minimum required distributions in accordance with the terms of the Plan and the Code; and

Provide technical assistance to Employer, subject to review by Employer's legal counsel, in drafting plan amendments to comply with changes in the law.

X. Employer Duties. Employer shall have all other duties under the Plan, including, but not limited to, the following: Employer shall remit to the Custodian such contributions as are required or permitted under the Plan, by wire transfer or other format acceptable to the Custodian and Employer, in a timely manner complying with any laws applicable to such contributions, and shall timely provide to Service Provider all necessary data that is required by Service Provider to perform its obligations under this Agreement, in electronic format except as otherwise agreed between Employer and Service Provider. Contributions and supporting data shall be provided in an electronic media format acceptable to Service Provider. Employer shall notify Service Provider within 31 days following the close of a Plan year if it intends to make additional contributions with respect to such Plan year. Employer shall retain responsibility for establishing and maintaining the tax-qualified status of the Plan, including the execution of any necessary documents and/or amendments. Employer shall complete all necessary forms to establish an annuity contract or to open an account with a life insurance company or a registered broker-dealer, if required by the Plan Investment Options selected by the Employer.

XI. Administrative Service Fees, and Credits. In exchange for the services provided for under this Agreement, Service Provider shall receive the following compensation, which the Employer has determined to be reasonable in light of the services to be provided:

- A. The gross annual Administrative Service Fee shall be 0.20% (twenty one-hundredths of one percent) multiplied by the dollar amount of the assets in Participant Accounts and shall be paid in quarterly installments. Each quarterly installment shall be determined with respect to each full or partial calendar quarter by multiplying the corresponding quarterly rate by the dollar amount of assets in Participant Accounts as

determined on a date on or before the last day of each calendar quarter, and payable on a date that is not more than ten (10) business days following the end of each calendar quarter. Such amount shall be paid out of Participant Accounts on a pro rata basis, according to the value and allocations of their respective accounts at that time.

- B. If applicable, Service Provider will deposit the anticipated amount of the fund revenue to be received by it and its affiliates as described on Appendix A, as updated from time to time, into Participant Accounts that are invested in the funds for which the reimbursements are to be received. Service Provider shall determine such revenue on a quarterly basis based on the average daily balance of the assets in each reimbursing fund as of the date the Administrative Service Fee is determined and the reimbursement rate at that time. Such revenue will be deposited into Participant Accounts according to the value and allocations of their respective accounts in the reimbursing fund(s) at the time the Administrative Service Fee is determined. A participant account that was closed (e.g., surrendered or otherwise liquidated) during the measuring period will be disregarded for purposes of this calculation. In the event that a fund is no longer available under the Plan, due to fund company closure or Employer direction, Service Provider shall deposit the revenue described above payable for that fund to the fund selected by Employer to replace the unavailable fund.

XII. Amendment and Termination. This Agreement may be amended from time to time with the written consent of Employer and Service Provider. Service Provider may unilaterally amend this agreement if it is deemed advisable to do so in order to conform the Agreement to applicable laws and regulations. This Agreement may be terminated by either party at the conclusion of the Initial Term or at the conclusion of a Renewal Term, upon not less than ninety (90) days' written notice to the other party prior to the conclusion of such Initial Term or Renewal Term; upon a material default that has not been cured by the defaulting party within ninety (90) days after written notice of such default; or upon termination of the Plan. Participant Accounts and Plan records shall be released by Custodian or Service Provider upon termination of this Agreement in accordance with the provisions of this section at a time and in a manner as mutually agreed by Employer, Service Provider and Custodian. Termination of the Plan shall only constitute termination of this Agreement upon distribution of all of the accounts under the Plan, and only if such Plan is not replaced with the same type or a similar type of plan prior to the end of the term of this Agreement. Termination of the Plan shall not alter the application of Administrative Service Fees under Section XI.

XIII. Trust or Custodial Services. If a trustee or custodian other than VALIC Trust Company Inc., or an issuer of annuity contracts other than an affiliate of Service Provider, is providing trust or custodial services or annuity contracts to the Plan, Employer shall by written agreement with such other trustee, custodian, or issuer require that such trustee, custodian, or issuer shall cooperate with Service Provider and provide any and all data, instructions, and other support required of such trustee, custodian or issuer for the performance of Service Provider's obligations under this Agreement. Nonperformance by Service Provider resulting from a failure by such other trustee, custodian or issuer to provide such data, instructions, or other support shall not constitute default by Service Provider under this Agreement.

XIV. Broker-Dealer and Investment Advisory Services. Registered broker-dealer services will be provided through VALIC Financial Advisors, Inc. (VFA) and its authorized representatives or such other broker-dealers as Service Provider designates. VFA is a wholly-owned subsidiary of The Variable Annuity Life Insurance Company and affiliated with Service Provider and is a registered broker/dealer and registered investment advisor. VFA may also offer investment advisory services as described below. Participants may enter into an investment advisory agreement with VFA and/or with such other broker-dealers (or their investment advisor affiliate), and that designated firm may receive an investment advisory fee, such fee to be payable from the Participant Account, subject to any restrictions in the Plan, Code or this Agreement.

VFA Plan-related Services and Offerings: VFA representatives, in their role as financial advisors, facilitate a wide range of services to the Employer and to Plan participants, both for investments identified in Appendix A and, if applicable, for other legacy Plan investments provided by an affiliate of Service Provider. Services generally include education about the Plan, support and customer service, and assistance with group or individual meetings, enrollment, distributions (including required minimum distributions), and transfers or rollovers into the Plan. Additionally, if authorized by the Employer (or alternatively, where such authorization is not required), VFA may offer to Plan participants the Guided Portfolio Services® (GPS) advisory service or alternatively, Advisor Managed Accounts (AMA) advisory service may be offered by an advisor engaged by the Employer and in collaboration with Morningstar Investment Management LLC (“Morningstar”). Compensation paid to a VFA representative for services provided to Plan participants may have one or more of the following components, and such components and allocations may be revised from time to time:

Fixed and Incentive Compensation. Financial advisors may be compensated for in-Plan education and service such as Plan reviews, participant seminars/webinars, new Plan enrollments, and periodic deposit growth. Advisor compensation can be in the form of a fixed payment, a per diem payment, and/or incentive compensation tied to goals such as increasing Plan enrollments.

Compensation for Payroll Deduction and Asset Transfers. In certain instances, compensation may be paid to financial advisors based upon contributions and/or transfer of assets into a Participant Account.

Investment Advisory Compensation. If the GPS service is available in the Plan and a participant enrolls in the service, an investment advisory fee is deducted from the Participant Account. If the participant is enrolled in the managed account option of the GPS service, a portion of that fee is paid to the financial advisor for their service. If AMA service is available in the Plan and a participant selects the service, a separate fee for the service will be charged to participants accounts. VFA financial professionals will not receive compensation for AMA.

VFA Non-Plan Retirement Planning and Related Activity: Outside of the Plan, VFA representatives are qualified to provide broader financial services that are aimed at achieving financial wellness. This includes, among other things, assisting participants in making decisions about managing their retirement plan assets following retirement or upon some other distributable event. VFA services include both brokerage transactions and investment advisory offerings. VFA representatives are

compensated separately for these services, including in the form of commissions, distribution fees and advisory fees.

XV. Investment Direction. To the extent permitted under the Plan, as determined by the Employer, Service Provider is directed to accept and follow investment directions received from individual participants or beneficiaries, subject to any other limitations described in this Agreement. Service Provider and VFA shall be entitled to rely upon instructions received from the Employer, the Plan Administrator, another authorized Plan representative, or a participant, subject to the limitations of the preceding sentence, and shall have no obligation to investigate either the prudence of such instructions or the absence of any instructions.

XVI. Assignment and Delegation. Service Provider may assign or delegate certain of the administrative services described in this Agreement to be provided by third parties on behalf of Service Provider.

XVII. Release of Information. Where necessary to the proper administration of the Employer's Plan, Service Provider may release information to the Employer or a governmental agency examining the Employer's Plan.

XVIII. Confidentiality. Service Provider agrees that it shall not use, disclose, or permit access to Confidential Information acquired in connection with the services performed under this Agreement other than to exercise its rights under this Agreement and perform its obligations under this Agreement or as otherwise described herein. "Confidential Information" includes, but is not limited to, nonpublic personal information (e.g., names, addresses, account balances, account numbers, account activity, Social Security numbers, taxpayer identification numbers, and sensitive financial information), information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, know-how, as well as any information entrusted to any affiliates of the parties. All Confidential Information shall be held in confidence by Service Provider to the same extent and in at least the same manner as Service Provider protects its own Confidential Information, but in no case in a lesser manner than a reasonable degree of care under the circumstances. The foregoing shall not restrict use, disclosure, or access to Confidential Information related to the performance or evaluations of retirement services, the provision of services under this Agreement or any other agreement with the Employer, or as otherwise provided herein; provided, however, in no event will Service Provider release any information to any person or entity except as permitted by applicable law. The Employer expressly authorizes Service Provider to disclose Confidential Information to Employer's consultant(s), counsel, agents, and to Service Provider's affiliates, agents, and representatives consistent with the limitations herein.

The obligations of this section shall not act to restrict any lawful disclosure of Confidential Information by Service Provider pursuant to any applicable state or federal laws or to the extent required to satisfy any valid subpoena, court order, litigation or regulatory request, or any other legal requirement of a competent governmental authority, provided that following receipt of any such request, and to the extent that it may legally and reasonably do so, Service Provider advises Employer prior to making such disclosure in order that Employer may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate. Notwithstanding the foregoing, Service Provider need not provide notice to Employer

prior to responding to those routine subpoenas or court orders that are commonly received, and responded to, by Service Provider in its role as a Plan record keeper (e.g., Domestic Relations Orders). Notwithstanding the foregoing, Service Provider may use data or any derivatives thereof in an anonymous form (i.e., such that it is not identified or recognizable as Employer's, Plan's, or Participants' information) for marketing analytics and other purposes. In addition, Service Provider will not be considered to have breached its obligations hereunder for using or disclosing Confidential Information to the extent Service Provider or a Service Provider affiliate is specifically authorized by an individual to use that individual's personal information (including Plan-related and Participant Account-related information applicable to that individual) in connection with any other Service Provider products or services. Additionally, the obligations of this section shall not apply to information which, without breach of obligations of confidentiality or violation of law: (1) is independently developed by Service Provider; (2) is or becomes publicly known; (3) is already known by Service Provider as evidenced by the written records or (4) is obtained from an independent source.

XIX. Data Security and Privacy. Service Provider agrees to maintain and hold all nonpublic personal information received in connection with the performance of services under this Agreement in confidence, consistent with the terms herein. Nonpublic personal information ("NPI") is limited to personally identifiable financial information which (1) is provided by a participant to Service Provider or (2) results from a transaction with the participant of any service performed for the participant or (3) is otherwise obtained by the financial institution. Service Provider agrees that their collection, use and disclosure of any and all NPI is and will be at all times conducted in compliance with all applicable data protection and/or privacy laws, rules and/or regulations, and Service Provider's Privacy Policy as updated from time to time and found at www.corebridgefinancial.com.

Service Provider will use reasonable care to secure NPI through the use of appropriate physical and logical security measures, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of NPI. Service Provider may use and disclose relevant aspects of NPI to its employees, affiliates, permissible assigns, subcontractors, advisors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations, the maintenance and/or improvement of overall service delivery, or the enforcement of its rights under this Agreement. For purposes of this section, NPI includes user credentials, passwords, and other authentication data that enables Employer, its authorized agents, or participants to access Service Provider software. Service Provider will promptly notify the Employer in the event of (i) any breach of its security measures that results in unauthorized access to NPI that could result in harm to the impacted individual; (ii) the consequences of the breach; and (iii) the corrective action taken to remedy the breach; collectively steps (i), (ii) and (iii) shall constitute a "Notice Event". Nothing in this Agreement shall in any way affect other product or service arrangements entered into separately by Service Provider or its affiliates and the Plan and/or Participants.

XX. Force Majeure. In no event shall either party be liable to the other for any delay or failure to perform in breach of any of the terms of this Agreement to the extent that such breach results entirely from an unforeseen event outside the control of the breaching party, including, but not limited to, acts of God; acts of the public enemy; acts of terrorism; acts of any foreign government; acts, orders or regulations of the United States of America, or any state, territory or political division of the United States of America or of the District of Columbia; fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather conditions; provided that, in every case,

the delay or failure to perform is beyond the control and without the fault or negligence of the party claiming excusable delay and that such party cures the breach as soon as possible.

XXI. Dispute Resolution. The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute within 60 days of reaching an impasse to non-binding mediation conducted by a private mediator agreed to by both parties and conducted in accordance with the rules of a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. If the parties cannot agree on a mediator, the mediator will be selected by the American Arbitration Association and the mediation shall be conducted pursuant to its Commercial Mediation Procedures. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation. In the event of a dispute hereunder, and while the parties pursue the dispute resolution procedures set forth herein, each party shall, unless otherwise directed by the other party, continue performing its obligations to the other party (other than Employer's obligation to pay amounts that are disputed in good faith).

XXII. Acts or Omissions of Other Parties. Neither Service Provider nor its affiliates, successors and assigns shall have any liability, duty or other obligation with respect to actions or omissions (including incomplete or incorrect data provided to Service Provider) of the Employer, the Plan Administrator, or other authorized Plan representative, or of any concurrent or predecessor trustee, custodian, or other investment or service provider.

XXIII. Notice. Notice to either party shall be provided in writing as follows:

To Employer:

Attn: Randolph Wilkerson
Director of Human Resources
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

To Service Provider:

Attn: Senior Vice President
Relationship Management
VALIC Retirement Services Company
2929 Allen Parkway, L6-20
Houston, TX 77019-2155

XXIV. Governing Law; Counterparts. This Agreement shall be interpreted under the laws of the State of Tennessee. This Agreement shall be subject to any applicable State, county or local deferred compensation rules and regulations. This Agreement may be executed in multiple counterparts, in one or more of the following: hard copy, digital or electronic. Each such counterpart shall be deemed an original, and all counterparts so executed shall constitute one Agreement, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

XXV. Entire Agreement. Executed by the authorized representatives of the parties, this Agreement together with the referenced exhibits and attachments constitutes the entire intent of the parties hereto, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

EMPLOYER:

Signature

Print Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

Signature

Print Name: _____

Title: _____

Date: _____

Appendix A
to
Service Provider Agreement
Effective March 27, 2026

Available Investment Options

Corebridge Retirement Services* offsets to plan service fees for any 12b-1 and recordkeeping fees received from the fund families will be credited to the Plan as described in this Agreement.

				Amounts Paid to Corebridge Retirement Services from Fund Family	
	Fund Name	Asset Category	Ticker Symbol or CUSIP Number	12b-1 Fees (%)	Record keeping / Admin Fees (%)
1	AB US Large Cap Growth (W Series) Cl L	Large Growth	97183A102	0.000	0.000
2	Cohen & Steers U.S. Realty CIT RS	Real Estate	19249e829	0.000	0.000
3	Fidelity 500 Index	Large Blend	FXAIX	0.000	0.000
4	Fidelity Mid Cap Index	Mid-Cap Blend	FSMDX	0.000	0.000
5	Fidelity Small Cap Index	Small Blend	FSSNX	0.000	0.000
6	Fidelity U.S. Bond Index	Intermediate Core Bond	FXNAX	0.000	0.000
7	Fidelity Total International Index	Foreign Large Blend	FTIHX	0.000	0.000
8	Franklin Small Cap Value GG Trust CIT Cl R	Small Value	97183B605	0.000	0.000
9	Invesco Discovery R6	Small Growth	ODIIX	0.000	0.000
10	JHancock Core Plus Fixed Income Trust I2	Intermediate Core-Plus Bond	565017860	0.000	0.000
11	Jhancock Disciplined Value Mid Cap T CL B5	Mid-Cap Value	47805k707	0.000	0.000
12	MFS International Diversification CIT Fee Class L	Foreign Large Growth	39052C769	0.000	0.000
13	Principal Mid-Cap Fd T-IV	Mid-Cap Growth	742538739	0.000	0.000
14	Putnam Large Cap Value Trust IA	Large Value	746750405	0.000	0.000
15	Putnam Stable Value Fund 15bps ¹	Stable Value	74686Q801	0.000	0.000
16	T ROWE PRICE RETIREMENT BLEND 2005 CL TC ²	Target-Date 2000-2010	87285Y298	0.000	0.000
17	T ROWE PRICE RETIREMENT BLEND 2010 CL TC ²	Target-Date 2000-2010	87285Y280	0.000	0.000
18	T ROWE PRICE RETIREMENT BLEND 2015 CL TC ²	Target-Date 2015	87285Y272	0.000	0.000
19	T ROWE PRICE RETIREMENT BLEND 2020 CL TC ²	Target-Date 2020	87285Y264	0.000	0.000
20	T ROWE PRICE RETIREMENT BLEND 2025 CL TC ²	Target-Date 2025	87285Y249	0.000	0.000
21	T ROWE PRICE RETIREMENT BLEND 2030 CL TC ²	Target-Date 2030	87285Y223	0.000	0.000
22	T ROWE PRICE RETIREMENT BLEND 2035 CL TC ²	Target-Date 2035	87285Y215	0.000	0.000
23	T ROWE PRICE RETIREMENT BLEND 2040 CL TC ²	Target-Date 2040	87285Y199	0.000	0.000
24	T ROWE PRICE RETIREMENT BLEND 2045 CL TC ²	Target-Date 2045	87285Y181	0.000	0.000
25	T ROWE PRICE RETIREMENT BLEND 2050 CL TC ²	Target-Date 2050	87285Y173	0.000	0.000
26	T ROWE PRICE RETIREMENT BLEND 2055 CL TC ²	Target-Date 2055	87285Y165	0.000	0.000
27	T ROWE PRICE RETIREMENT BLEND 2060 CL TC ²	Target-Date 2060	87285Y157	0.000	0.000
28	T ROWE PRICE RETIREMENT BLEND 2065 CL TC ²	Target-Date 2065+	87285Y140	0.000	0.000
29	T ROWE PRICE RETIREMENT BLEND 2070 CL TC ²	Target-Date 2065+	87285Y132	0.000	0.000

*Corebridge Retirement Services represents Corebridge member companies - The Variable Annuity Life Insurance Company (VALIC), and its subsidiaries VALIC Financial Advisors, Inc. (VFA) and VALIC Retirement Services Company (VRSCO); and, The United States Life Insurance Company in the City of New York. All are members of Corebridge Financial, Inc.

¹ In the event a fund selected by the Employer has closed due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund; and, where required for the current account balances in the unavailable fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to this investment option.

² Funds that will be the default investment options for the Plan based on the table below. The default investment options will be used for any contributions received on behalf of a participant who does not have investment elections on file with Service Provider. To the extent that a participant's date of birth has not been provided to Service Provider at the time an account is established, the participant's contributions will be invested in the model below corresponding to an age of 99 years until the participant changes such investment election.

Fund	CUSIP	Participant Date of Birth
T ROWE PRICE RETIREMENT BLEND 2005 CL TC	87285Y298	Before 1943
T ROWE PRICE RETIREMENT BLEND 2010 CL TC	87285Y280	From 1943 through 1947
T ROWE PRICE RETIREMENT BLEND 2015 CL TC	87285Y272	From 1948 through 1952
T ROWE PRICE RETIREMENT BLEND 2020 CL TC	87285Y264	From 1953 through 1957
T ROWE PRICE RETIREMENT BLEND 2025 CL TC	87285Y249	From 1958 through 1962
T ROWE PRICE RETIREMENT BLEND 2030 CL TC	87285Y223	From 1963 through 1967
T ROWE PRICE RETIREMENT BLEND 2035 CL TC	87285Y215	From 1968 through 1972
T ROWE PRICE RETIREMENT BLEND 2040 CL TC	87285Y199	From 1973 through 1977
T ROWE PRICE RETIREMENT BLEND 2045 CL TC	87285Y181	From 1978 through 1982
T ROWE PRICE RETIREMENT BLEND 2050 CL TC	87285Y173	From 1983 through 1987
T ROWE PRICE RETIREMENT BLEND 2055 CL TC	87285Y165	From 1988 through 1992
T ROWE PRICE RETIREMENT BLEND 2060 CL TC	87285Y157	From 1993 through 1997
T ROWE PRICE RETIREMENT BLEND 2065 CL TC	87285Y140	From 1998 through 2002
T ROWE PRICE RETIREMENT BLEND 2070 CL TC	87285Y132	After 2002

In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.

CUSTODIAL AGREEMENT

I. Establishment of Custodial Account. A custodial account (“Custodial Account”) is hereby established by City of Murfreesboro (“Employer”), to hold, administer, and distribute amounts pursuant to the terms of the City of Murfreesboro 457(b) Plan, an eligible deferred compensation plan established pursuant to Section 457 of the Internal Revenue Code of 1986, as presently or subsequently amended (“Code”), which provides for the following type(s) of contributions: employee deferral contributions, hereinafter referred to as the “Plan.”

II. Designation of Custodian. By signing below, the Employer designates that VALIC Trust Company Inc., a New Hampshire trust company, shall be the nondiscretionary directed custodian (“Custodian”) of this Custodial Account, beginning on March 27, 2026 (“Effective Date”), and hereby authorizes Custodian to open and maintain the Custodial Account; and the Custodian accepts such designation. Except as otherwise provided in this Custodial Agreement, the Custodian shall be directed by the Employer, a plan administrator other than the Employer as designated in the Plan (“Plan Administrator”), or another authorized Plan representative. The Custodian shall hold Custodial Account property in the name of the Plan. The duties of the Custodian shall apply solely with respect to the property allocated to the Custodial Account hereunder, and Custodian shall bear neither responsibility nor liability for other amounts held under the Plan with another trustee, custodian, or other investment or service provider. The Employer hereby agrees that the Custodian shall not serve as, and shall not be deemed to be, a co-custodian or co-trustee and, except as otherwise imposed by applicable law, shall have no co-fiduciary liability for any other person, custodian or trustee. The Custodian shall have no responsibility for any property until it is received and accepted by the Custodian.

III. Protection of Participants.

- A. Custodial Account property shall be held for the sole and exclusive benefit of participants and their beneficiaries.
- B. No amounts allocable under the Plan shall be returned to the Employer, except as otherwise provided in this Custodial Agreement, until all obligations to participants have been satisfied, and unless consistent with the requirements of the Plan and the Code.
- C. A Participant Account may not be assigned or pledged by a participant unless permitted under the Plan, the Code, and this Custodial Agreement.

IV. Protection of Custodian. The Custodian shall not be obligated to give any bond or other security for the performance of the Custodian’s duties hereunder. The Custodian shall not be liable for any mistake of judgment or other action taken in good faith, and for any action taken or omitted in reliance in good faith, upon the opinion of counsel or of the Custodian’s accountant or auditors, or upon the actions of, or the reports made to the Custodian by, any of Employer’s officers, employees, or agents, or the actions of or reports by any regulated investment company or other service provider under the Plan, including any other current or prior custodian or trustee, provided that Custodian acted in good faith in such action or omission and in such reliance. The Custodian shall be entitled to rely on instructions provided by the Employer, the Plan Administrator, or another authorized Plan representative and investment instructions provided by participants and beneficiaries and shall have no duty to inquire with respect to such instructions.

The provisions of this agreement shall be subject to the terms of the Plan, any related service provider agreement (“Service Provider Agreement”) entered into with VALIC Retirement Services Company (“Service Provider”), and any annuity contract entered into with an affiliate of Service Provider, except that the terms of such Plan, Service Provider Agreement or annuity contract shall not adversely affect the rights or duties of the Custodian under this agreement without the Custodian’s prior written consent.

Custodian shall be permitted to review the terms of the Plan, and any current or future amendments thereto. Such review shall not constitute an opinion as to the qualification of the Plan or as to any terms thereof and the Custodian shall have no responsibility for determining whether the Plan or any amendment thereof satisfies the qualification requirements of the Code. No amendment or other revision of the Plan or the Plan’s administrative rules and procedures shall be binding upon the Custodian unless advance written notice of such amendment or other revision is provided to the Custodian. Employer shall retain sole responsibility for taking all necessary steps to ensure that administrative services provided for under this Custodial Agreement are not inconsistent with the terms of the Plan.

V. Forms and Procedures. All requests for transactions within Participant Accounts, including any account maintenance requests, and transfers or distributions into or out of such Participant Accounts, must be performed in a manner approved by the Custodian.

VI. Maintenance of Individual Subaccounts for Participants (“Participant Accounts”). The interests of each participant under the Plan shall be accounted for in a separate Participant Account. Records of individual Participant Accounts shall be maintained by Service Provider pursuant to the Service Provider Agreement between the Employer and Service Provider. To the extent permitted by law, the Custodian shall be relieved of any performance obligations under this Custodial Agreement that are also the obligations of the Service Provider under the Service Provider Agreement or any other service provider under the Plan.

VII. Correction of Errors. The Custodian is hereby authorized and directed to make such corrections of contributions to the Plan made under a mistake of fact or such other contributions made in error or other errors as may be corrected under the terms of the Plan and the Code, including corrections under any available Internal Revenue Service (“IRS”) self-correction program, as identified by Service Provider, Employer or another authorized Plan representative. Contributions made to a Participant Account that are identified by the Service Provider, Custodian, the Employer or another authorized Plan representative to have resulted from a mistake of fact shall be returned to the participant or the Employer or shall be reallocated to the proper Participant Account, along with earnings thereon, in accordance with the terms of the Plan and the Code. A mistake of fact may include, but is not limited to (1) a reasonable error in determining the participant’s includible compensation; and (2) a reasonable error in determining the amount to be withheld from a participant’s wages or the participant to whom a contribution was to be allocated. A mistake of law shall not be considered a mistake of fact.

If an amount credited to a Participant Account by the Custodian under a mistake of fact or other reasonable mistake is transferred to a successor contract issuer, custodian, or trustee, the Custodian is hereby authorized to request the return of such excess amount from the successor contract issuer, custodian, or trustee.

VIII. Administration of Loans to Participants. Subject to applicable provisions of the Plan, and the Code, loans from the Plan may be requested by a participant, provided that such loans are established in or on a form or method acceptable to the Custodian and the Service Provider, and provided that such loans are administered pursuant to a loan program established under the Plan and authorized by the Employer and that conforms to the administrative requirements of the Custodian and the Service Provider. Loan repayments shall be deposited into the Custodial Account and/or Annuity Contract in accordance with the participant's current investment allocations.

IX. Identification of Available Custodial Account Investments. The investments available under Participant Accounts ("Plan Investment Options") are listed in Appendix A to this Custodial Agreement. This list of available investments, which may also describe requirements or limitations applicable to one or more of the investments, was selected by the Employer or the Plan Administrator, and is hereby accepted by the Custodian. Appendix A may be revised annually following any anniversary of this Custodial Agreement provided that sixty (60) days' advance written notice is provided by the Employer, the Plan Administrator, or another authorized Plan representative, to the Custodian, of the intent to revise the Appendix, and subject to the Custodian's agreement to administer any additional investment(s) in advance of the addition of such additional investment(s) to Appendix A. The Custodian shall have no duty or responsibility for monitoring, selecting or providing advice with respect to the Plan Investment Options. Investment directions may be communicated to the Custodian by the Employer or another authorized Plan representative, such as the Service Provider, or by participants where permitted by the Plan. In the absence of contrary instructions from the Employer, the Plan Administrator, or another authorized Plan representative, the Custodian shall direct one or more third parties in the execution of investment instructions received from participants. The Custodian shall be entitled to rely upon instructions received from the Employer, the Plan Administrator, another authorized Plan representative, or a participant, subject to the limitation described in the preceding sentence, and shall have no obligation to investigate either the prudence of such instructions or the absence of any instructions.

The Employer hereby directs the Custodian to hold in cash or cash equivalents such amounts as may be necessary for the proper administration of Custodial Account assets and to retain for Custodian's sole benefit any income that it may receive while such amounts are so held as a portion of the reasonable compensation to be paid to the Custodian for its services to the Plan. Custodian may, in addition to or in lieu of charging Employer for the costs incurred by Custodian in providing these custodial services, invest funds received from Employer through a custodial account in investment vehicles that emphasize safety and liquidity. These investment vehicles will comprise obligations of the United States or its agencies and instrumentalities, or other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by, the full faith and credit of the United States. All investment vehicles utilized must be liquid on a daily basis. Custodian may retain any income earned from such investments and, if applicable, any fees charged by Custodian as reasonable compensation for services rendered.

X. Limitations on Contributions. Contributions to a Participant Account shall not exceed the applicable limits provided in the Code and the Plan. Contributions in excess of applicable limits under the Code or the Plan may be distributed to the Employer or to the participant to the extent permitted under the Code; Treasury regulations or other regulatory guidance, including any IRS self-correction programs; the Plan; the Custodial Account; or as otherwise provided in this agreement or agreed by the Employer, Service Provider and Custodian.

XI. Custodial Account Distributions to Participants and Beneficiaries. Distributions to participants and beneficiaries may be made only as permitted under the Plan and the Code and subject to any limitations in Employer's agreement with Service Provider. Distributions from Participant Accounts must also comply with applicable distribution requirements under Code Section 401(a)(9), which generally requires that distributions commence not later than the April 1 of the year following the year the participant either attains age 73 (age 72 if born after June 30, 1949 and before January 1, 1951 and age 70 ½ if born before July 1, 1949) or retires, whichever is later. It shall be the responsibility of the Employer, the Plan Administrator, or an authorized designee to make determinations of eligibility for such distributions, comply with applicable distribution requirements, and direct the Custodian accordingly. The Custodian shall have no duty to inquire or investigate as to the validity of any such directions.

XII. Term of Agreement. This Custodial Agreement shall be coterminous with the Service Provider Agreement and shall be subject to the same renewal and termination rights, requirements and limitations described in the Service Provider Agreement. Employer shall notify Custodian in writing of its intent to terminate the services of Service Provider not less than ninety (90) days in advance of such termination. In such written notice, Employer shall identify the successor to the Service Provider and to the Custodian, and Custodian shall resign effective as of the date of termination of the Service Provider, without regard to any other provision of this Custodial Agreement. If no successor custodian is designated, Employer shall be the successor to the Custodian and shall amend its Plan to so provide, and shall take all necessary steps to so qualify.

XIII. Taxes and Tax Reporting. Distributions shall be reported to participants and/or beneficiaries and the IRS by the Custodian. In the event that a governmental taxing authority appropriately levies a tax upon the Custodial Account, the Custodian may pay such tax out of the assets of the Custodial Account.

XIV. Reports to Employer. Custodian shall provide periodic reports of aggregate Custodial Account activity to Employer not less frequently than quarterly.

XV. Employer's Duties. As a condition of Custodian's performance hereunder, Employer shall remit to Custodian, or to a party designated by Custodian, in a timely manner and in a medium and format that have been agreed to between the Employer and the Custodian, all information and contributions that are reasonably necessary for the Custodian to perform its duties hereunder. Custodian shall have no duty to allocate amounts to a Participant Account prior to the collection of such amounts by the Custodian from the bank or other depository institution maintaining the account of the Employer upon which any negotiable instrument for such contribution is or was drawn. If Custodian makes investments for and/or allocates one or more contributions to Participant Accounts in reliance upon one or more negotiable instruments issued by the Employer, and if any such negotiable instrument is dishonored or otherwise fails to be paid, the Custodian shall be authorized to liquidate such investments and reverse such allocations to reflect the proper value of the Participant Accounts. Employer agrees to indemnify the Custodian for any losses incurred by Custodian from such dishonor or other failure of payment.

XVI. Broker-Dealer Services. Enrollment services, investment education, purchases and sales of variable Plan investments, and other registered broker-dealer services will be provided as described in Employer's agreement with Service Provider and not by Custodian.

XVII. Participant Direction of Investment. To the extent permitted under the Plan, as determined by the Employer, Custodian is directed to accept and follow investment directions received from individual participants or beneficiaries, subject to any other limitations described in this Custodial Agreement.

XVIII. Assignment and Delegation. Custodian may assign or delegate certain of the administrative or record keeping services described in this Custodial Agreement to be provided by third parties on behalf of Custodian.

XIX. Governing Law; Counterparts. Except where Federal laws would otherwise control, this Custodial Agreement shall be governed by the laws of the State of Texas. This Custodial Agreement shall be subject to any applicable State, county or local deferred compensation rules and regulations. This Custodial Agreement may be executed in multiple counterparts, in one or more of the following: hard copy, digital or electronic. Each such counterpart shall be deemed an original, and all counterparts so executed shall constitute one Agreement, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

XX. Acts or Omissions of Other Parties. Neither Custodian nor its affiliates, successors or assigns shall have any liability, duty or other obligation with respect to actions or omissions (including incomplete or incorrect data provided to Custodian) of the Employer, the Plan Administrator, or other authorized Plan representative, or of any concurrent or predecessor trustee, custodian, or other investment or service provider.

XXI. Notice. Notice to either party shall be provided in writing as follows:

To Employer:

Attn: Randolph Wilkerson
Director of Human Resources
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

To Custodian:

Attn: Kimberly M. Robinson
CEO and Trust Officer
VALIC Trust Company Inc.
2919 Allen Parkway
Woodson Tower 8th Floor
Houston, Texas 77019

XXII. Release of Information. Where necessary to the proper administration of Employer's Plan, the Custodian may release information to the Employer or a governmental agency examining the Employer's Plan.

XXIII. Representations and Warranties. Employer and Custodian each represent and warrant to the other as follows:

a. Each is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, in the case of VALIC Trust Company Inc., the laws of the United States;

b. Each is not a party to or subject to any charter, by-law, agreement, law, rule, regulation, judgment or decree of any kind that would prevent performance of the terms and conditions of this Custodial Agreement;

c. Each has full power and authority to execute and deliver this Custodial Agreement and to consummate and perform the transactions contemplated hereby;

d. This Custodial Agreement has been duly authorized, executed and delivered by Employer and Custodian and constitutes the legal, valid and binding obligation of each, enforceable against each in accordance with its terms; and

e. (Check applicable provision below; if neither checked, paragraph 1. shall apply):

1. (*Only individual executing this agreement authorized to act with respect to the Custodial Account*). Employer has invested the fullest authority at all times in the individual executing this Custodial Agreement, which individual is empowered by resolution and applicable law to execute any documents that Custodian requires relevant to the opening or maintaining of the Custodial Account for the Plan and to take any and all action deemed to be proper in connection with the Custodial Account, including, but not limited to, authority to give written or oral instructions to Custodian with respect to Custodial Account transactions; or

2. (*Individuals other than individual executing this agreement authorized to act with respect to the Custodial Account*). Employer has invested the fullest authority at all times in the individuals named and whose signatures appear in Appendix B, which individuals are empowered by resolution and applicable law to execute any documents that Custodian requires relevant to the opening or maintaining of a Custodial Account for the Plan and to take any and all action deemed by any of them to be proper in connection with the Custodial Account, including, but not limited to, authority to give written or oral instructions to Custodian with respect to Custodial Account transactions.

Said powers and authority granted shall continue fully effective until receipt by Custodian of written notice of change or revision thereof. Employer will certify to Custodian promptly, when and as made, any change in the individual(s) or powers of said individual(s) hereby authorized and such modifications when received by Custodian shall be adequate both to terminate the powers of the individual(s) theretofore authorized and to empower the individual(s) thereby substituted. The Custodian shall be entitled to rely on and shall be fully protected in acting upon directions, instructions and any information provided by the individual(s) until a notice described in this paragraph is received.

XXIV. Amendment. This Custodial Agreement may be amended with the written consent of Employer and Custodian. Employer and Custodian agree to amend this Custodial Agreement where necessary to comply with applicable laws and regulations.

XXV. Entire Agreement. Executed by the authorized representatives of the parties, this Custodial Agreement together with the referenced exhibits and attachments constitutes the entire intent of the parties to this Custodial Agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Custodial Agreement.

Signature of authorized representative of Employer:

Print name of authorized representative of Employer

Date: _____

Appointment of VALIC Trust Company Inc. as non-discretionary directed custodian accepted by authorized representative:

Print name of authorized representative of VALIC Trust Company Inc.

Date: _____

Appendix A
to
Custodial Agreement
Effective March 27, 2026

Available Investment Options

Corebridge Retirement Services* offsets to plan service fees for any 12b-1 and recordkeeping fees received from the fund families will be credited to the Plan as described in the Service Provider Agreement.

					Amounts Paid to Corebridge Retirement Services from Fund Family
	Fund Name	Asset Category	Ticker Symbol or CUSIP Number	12b-1 Fees (%)	Record keeping / Admin Fees (%)
1	AB US Large Cap Growth (W Series) CI L	Large Growth	97183A102	0.000	0.000
2	Cohen & Steers U.S. Realty CIT RS	Real Estate	19249e829	0.000	0.000
3	Fidelity 500 Index	Large Blend	FXAIX	0.000	0.000
4	Fidelity Mid Cap Index	Mid-Cap Blend	FSMDX	0.000	0.000
5	Fidelity Small Cap Index	Small Blend	FSSNX	0.000	0.000
6	Fidelity U.S. Bond Index	Intermediate Core Bond	FXNAX	0.000	0.000
7	Fidelity Total International Index	Foreign Large Blend	FTIHX	0.000	0.000
8	Franklin Small Cap Value GG Trust CIT CI R	Small Value	97183B605	0.000	0.000
9	Invesco Discovery R6	Small Growth	ODIIX	0.000	0.000
10	JHancock Core Plus Fixed Income Trust I2	Intermediate Core-Plus Bond	565017860	0.000	0.000
11	Jhancock Disciplined Value Mid Cap T CL B5	Mid-Cap Value	47805k707	0.000	0.000
12	MFS International Diversification CIT Fee Class L	Foreign Large Growth	39052C769	0.000	0.000
13	Principal Mid-Cap Fd T-IV	Mid-Cap Growth	742538739	0.000	0.000
14	Putnam Large Cap Value Trust IA	Large Value	746750405	0.000	0.000
15	Putnam Stable Value Fund 15bps ¹	Stable Value	74686Q801	0.000	0.000
16	T ROWE PRICE RETIREMENT BLEND 2005 CL TC ²	Target-Date 2000-2010	87285Y298	0.000	0.000
17	T ROWE PRICE RETIREMENT BLEND 2010 CL TC ²	Target-Date 2000-2010	87285Y280	0.000	0.000
18	T ROWE PRICE RETIREMENT BLEND 2015 CL TC ²	Target-Date 2015	87285Y272	0.000	0.000
19	T ROWE PRICE RETIREMENT BLEND 2020 CL TC ²	Target-Date 2020	87285Y264	0.000	0.000
20	T ROWE PRICE RETIREMENT BLEND 2025 CL TC ²	Target-Date 2025	87285Y249	0.000	0.000
21	T ROWE PRICE RETIREMENT BLEND 2030 CL TC ²	Target-Date 2030	87285Y223	0.000	0.000
22	T ROWE PRICE RETIREMENT BLEND 2035 CL TC ²	Target-Date 2035	87285Y215	0.000	0.000
23	T ROWE PRICE RETIREMENT BLEND 2040 CL TC ²	Target-Date 2040	87285Y199	0.000	0.000
24	T ROWE PRICE RETIREMENT BLEND 2045 CL TC ²	Target-Date 2045	87285Y181	0.000	0.000
25	T ROWE PRICE RETIREMENT BLEND 2050 CL TC ²	Target-Date 2050	87285Y173	0.000	0.000
26	T ROWE PRICE RETIREMENT BLEND 2055 CL TC ²	Target-Date 2055	87285Y165	0.000	0.000
27	T ROWE PRICE RETIREMENT BLEND 2060 CL TC ²	Target-Date 2060	87285Y157	0.000	0.000
28	T ROWE PRICE RETIREMENT BLEND 2065 CL TC ²	Target-Date 2065+	87285Y140	0.000	0.000
29	T ROWE PRICE RETIREMENT BLEND 2070 CL TC ²	Target-Date 2065+	87285Y132	0.000	0.000

*Corebridge Retirement Services represents Corebridge member companies - The Variable Annuity Life Insurance Company (VALIC), and its subsidiaries VALIC Financial Advisors, Inc. (VFA) and VALIC Retirement Services Company (VRSCO); and, The United States Life Insurance Company in the City of New York. All are members of Corebridge Financial, Inc.

¹ In the event a fund selected by the Employer has closed due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund; and, where required for the current account balances in the unavailable fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to this investment option.

² Funds that will be the default investment options for the Plan based on the table below. The default investment options will be used for any contributions received on behalf of a participant who does not have investment elections on file with Service Provider. To the extent that a participant's date of birth has not been provided to Service Provider at the time an account is established, the participant's contributions will be invested in the model below corresponding to an age of 99 years until the participant changes such investment election.

Fund	CUSIP	Participant Date of Birth
T ROWE PRICE RETIREMENT BLEND 2005 CL TC	87285Y298	Before 1943
T ROWE PRICE RETIREMENT BLEND 2010 CL TC	87285Y280	From 1943 through 1947
T ROWE PRICE RETIREMENT BLEND 2015 CL TC	87285Y272	From 1948 through 1952
T ROWE PRICE RETIREMENT BLEND 2020 CL TC	87285Y264	From 1953 through 1957
T ROWE PRICE RETIREMENT BLEND 2025 CL TC	87285Y249	From 1958 through 1962
T ROWE PRICE RETIREMENT BLEND 2030 CL TC	87285Y223	From 1963 through 1967
T ROWE PRICE RETIREMENT BLEND 2035 CL TC	87285Y215	From 1968 through 1972
T ROWE PRICE RETIREMENT BLEND 2040 CL TC	87285Y199	From 1973 through 1977
T ROWE PRICE RETIREMENT BLEND 2045 CL TC	87285Y181	From 1978 through 1982
T ROWE PRICE RETIREMENT BLEND 2050 CL TC	87285Y173	From 1983 through 1987
T ROWE PRICE RETIREMENT BLEND 2055 CL TC	87285Y165	From 1988 through 1992
T ROWE PRICE RETIREMENT BLEND 2060 CL TC	87285Y157	From 1993 through 1997
T ROWE PRICE RETIREMENT BLEND 2065 CL TC	87285Y140	From 1998 through 2002
T ROWE PRICE RETIREMENT BLEND 2070 CL TC	87285Y132	After 2002

In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.

**Appendix B
to
Custodial Agreement
Effective March 27, 2026**

Authorized Individuals

Name: _____
Title: _____
Signature: _____

ADDENDUM TO SERVICE PROVIDER AGREEMENT

This is an Addendum ("Addendum") to the Service Provider Agreement ("Agreement") by and between VALIC Retirement Services Company ("Service Provider") and City of Murfreesboro ("Employer") for services with respect to the City of Murfreesboro 457(b) Plan, a plan established pursuant to Section 457 of the Internal Revenue Code of 1986 ("Code"), and shall be effective March 27, 2026.

WHEREAS, under the Agreement, distributions to participants shall be authorized by the Employer or shall be subject to nondiscretionary determinations by the Service Provider pursuant to written guidelines established by Employer, and Employer will review and have final decision-making authority with respect to all appeals from Service Provider determinations;

WHEREAS, Employer wishes to obtain nondiscretionary determinations by the Service Provider pursuant to written guidelines established by Employer; and,

WHEREAS, Employer has adopted written guidelines pursuant to which Service Provider shall make nondiscretionary determinations in processing certain participant distributions;

IT IS THEREFORE AGREED, in consideration of the mutual promises herein contained:

1. Employer has reviewed VALIC Retirement Services Company's Transaction Processing Guidelines, including applicable administrative forms, and having determined such procedures to be consistent with the terms of the Plan, hereby adopts such procedures and delegates the determination function for pre-retirement distribution, separation from service, death claim, unforeseeable emergency and Domestic Relations Order ("DRO") requests to VALIC Retirement Services Company.
2. By signature on this Agreement, Employer approves all pre-retirement distribution, separation from service, death claim, unforeseeable emergency and DRO requests made and processed in accordance with VALIC Retirement Services Company's procedures and guidelines adopted by Employer for the Plan.
3. Service Provider shall deny any and all transaction requests not within such procedures and guidelines.
4. Any and all participant appeals of Service Provider determinations shall be forwarded to Employer for review and Employer shall have final decision-making authority.
5. This Addendum will terminate (1) upon the termination of the Agreement, or (2) upon 30 days' written notice by either party provided to the other party pursuant to the Notice provision in the Agreement.

This Addendum may be executed in multiple counterparts, in one or more of the following: hard copy, digital or electronic. Each such counterpart shall be deemed an original, and all counterparts so executed shall constitute one Addendum binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

EMPLOYER:

Print Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

Print Name: _____

Title: _____

Date: _____

VALIC Retirement Services Company Transaction Processing Guidelines

Pre-Retirement Distributions

For a participant requesting a distribution based on attainment of age 59 ½ and/or 73 (age 72 if born after June 30, 1949 and before January 1, 1951 and age 70 ½ if born before July 1, 1949), VALIC Retirement Services Company will process such distributions based on the date of birth provided by the participant on VALIC Retirement Services Company's Distribution Request Form, which includes the participant's affirmation that the information provided on the Form is true and correct, and information contained in our records.

Separation from Service

For a participant requesting a distribution based on termination of employment, VALIC Retirement Services Company will process such distributions based on the participant's representation as to termination by selecting such reason on VALIC Retirement Services Company's Distribution Request Form, which form includes the Qualified Joint Survivor Annuity Notice and spousal consent, if applicable; the participant's affirmation that the information provided on the Form is true and correct, and termination date information contained in our records. If the termination date in our records does not agree with the termination date provided by the participant, then the distribution will not be processed and the Plan Administrator will be contacted.

Death Claims

For a claimant requesting a distribution based on the death of the participant, VALIC Retirement Services Company will process such distributions based on receipt of a properly completed Distribution Request Form, the information provided by the claimant on the form, including information with respect to the claimant's relationship to the participant, and beneficiary designation information contained in our records. Proper completion of the Form for such a transaction includes providing an original or certified copy of the participant's death certificate, and the claimant's affirmation that the information provided on the Form is true and correct. VALIC Retirement Services Company will make death claim distributions only to a claimant who is the designated beneficiary reflected in our records.

Unforeseeable Emergency

For a participant requesting an unforeseeable emergency withdrawal, VALIC Retirement Services Company will process such distributions based on the participant's representation as to the nature of the severe financial hardship by selecting such reason from the list of reasons included on VALIC Retirement Services Company's Unforeseeable Emergency Withdrawal Form. Any withdrawal requests indicating the selection of the distribution reason as "The Plan Administrator of my employer's plan has reviewed and approved my hardship request, and has signed this form accordingly," will be processed only where the Plan Administrator signature has been obtained. In addition, VALIC Retirement Services Company will require the participant to sign the Client Approval section which includes

recognition of the availability of other resources to satisfy the need and identify any such amounts. Finally, VALIC Retirement Services Company's procedures require that the participant affirm in writing that the information provided on the Unforeseeable Emergency Withdrawal Form is true and correct by his or her signature on the Form. VALIC Retirement Services Company will verify that the submitted documentation totals the requested amount of the hardship withdrawal.

Domestic Relations Order

Upon receipt of a certified copy of a Domestic Relations Order ("DRO"), VALIC Retirement Services Company will review it for compliance with the requirements of IRC section 414(p). In addition, VALIC Retirement Services Company would be pleased to review draft orders submitted to it for compliance with 414(p) and any procedural issues that are posed by the draft order. VALIC Retirement Services Company may have limited discussions regarding variances with the attorneys representing the parties. Please note, however, that determinations with respect to final or draft DROs, however, are not opinions, legal or otherwise, to the participant or the alternate payee, either as to the legal or tax consequences of any transactions made pursuant to the order. Such advice is properly the role of the legal counsel to the participant and/or the proposed alternate payee, who should be responsible for the legal or tax consequences of the order that they drafted. Upon receipt of a DRO in good order that meets the requirements listed under IRC section 414(p) as determined by written approval of the legal Plan Administrator if applicable, VALIC Retirement Services Company will divide the participant's account pursuant to the order, and establish a new account for the alternate payee in the alternate payee's name.

Administrative Holds on Participant Accounts

A participant's account on Administrative Hold status (due to bankruptcy, tax levy or DRO) will not be distributed nor will a loan be allowed until the account is properly settled as instructed by the required documentation and the Administrative Hold status is removed.

COUNCIL COMMUNICATION

Meeting Date: 01/22/2025

Item Title: Airport Commission

Department: Mayor's Office

Presented by: Mayor

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

Reappointment of eligible individuals to serve on the Airport Commission.

Staff Recommendation

Reappoint the following individuals to the terms listed below:

Member	Term Expiration
Drew Shelley	02/28/2029
Paul Myers	02/28/2029

Background Information

The Airport Commission oversees the operations, maintenance, and leasing arrangements of the Murfreesboro Municipal Airport located at 1930 Memorial Boulevard. The Commission consists of seven members and two ex-officio members appointed by the Mayor and approved by the City Council for three-year terms. Meetings (M.C.C. §3-51)

Council Priorities Served

Responsible budgeting

MCIT funds supplement the City's budget and provide funding for charitable organizations that provide beneficial services within the Murfreesboro community.

COUNCIL COMMUNICATION

Meeting Date: 01/22/2026

Item Title: Beer Permits

Department: Finance

Presented by: Erin Tucker, City Recorder

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

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
Super Cheap Cigarettes & Beer	Super Cheap Cigarettes & Beer	1660 Middle Tennessee Blvd Ste H	Off-Premises	Grocery/Market	New Location
Kashtbhanjan Dev, Inc.	Gulf	2927 Old Fort Pkwy	Off-Premises	Gas Station	Ownership/ Name 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	Super Cheap Cigarettes & Beer
Name of Business	Super Cheap Cigarettes & Beer
Business Location	1660 Middle Tennessee Blvd Suite H
Type of Business	Grocery/Market
Type of Permit Applied For	Off-Premises

Type of Application:

New Location	<input checked="" type="checkbox"/>
Ownership Change	<input type="checkbox"/>
Name Change	<input type="checkbox"/>
Permit Type Change	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input type="checkbox"/>
Sole Proprietor	<input checked="" type="checkbox"/>

5% or more Ownership

Name	Deval Patel
Age	32
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.

Beer Application

Summary of information from the beer application:

Name of Business Entity	Kashtbhanjan Dev, Inc.
Name of Business	Gulf
Business Location	2927 Old Fort Pkwy
Type of Business	Gas Station
Type of Permit Applied For	Off-Premises

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input checked="" type="checkbox"/>
Corporation or LLC	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

5% or more ownership:

Name	Urmila J Patel
Age	46
Residency City/State	Fayetteville, 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.

