

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
February 5, 2026

Public Hearing on Actionable Items

PRAYER

Mr. Bill Shacklett

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Amendment to MHA Cooperation Agreement (Community Development)
2. Certificate of Compliance - Renewal - Punit R. Patel - Super 9 Wine & Spirits (Finance)
3. Pyro Shows, Inc., Contract Renewal for 4th of July Fireworks (Parks)
4. Contract with TDOT for matching 5339 Funds (Transportation)
5. Asphalt Purchases Report (Water Resources)
6. Emerging Contaminant Removal Pilot SSR To Amendment No. 1 (Water Resources)

New Business

Land Use Matters

7. Plan of Services, Annexation, and Zoning for Property Along Majesty Drive and Cicero Drive (Planning)
 - a. Public Hearing: Plan of Services and Annexation for 6.41 acres
 - b. Plan of Services and Annexation: Resolution 26-R-PSA-03
 - c. Public Hearing: Zone 6.41 acres simultaneous with annexation
 - d. First Reading: Ordinance 26-OZ-03
8. Plan of Services and Annexation for Property Along Elam Road (Planning)
 - a. Public Hearing: Plan of Services and Annexation for 10.3 acres
 - b. Plan of Services and Annexation: Resolution 26-R-PSA-04
9. Rezoning Property Along Chaffin Place (Planning)
 - a. Public Hearing: Rezone 5.3 acres
 - b. First Reading: Ordinance 26-OZ-05
10. Amending the Sign Ordinance – Large Flag Signs (Building and Codes/Planning)
 - a. Public Hearing: Amending the Sign Ordinance
 - b. First Reading: Ordinance 26-O-06
11. Amending the Zoning Ordinance – Lot Coverage (Planning)
 - a. Public Hearing: Amending the Zoning Ordinance
 - b. First Reading: Ordinance 26-O-07

Resolution

12. Resolutions 26-R-02, 26-R-03, 26-R-04, 26-R-05 - Issuance of General Obligation Debt (Finance)

On Motion

13. Old Fort Park Ballfield & Parking Renovations Final Change Order (Facilities)
14. Calgon Carbon Corporation Contract First Amendment (Water Resources)
15. Purchase Agreement for Custom Soccer Shelters (Parks)
16. Sidewalk Reimbursement Agreement - First Baptist Church (Engineering)

Board & Commission Appointments

Licensing

17. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Amendment To Cooperation Agreement with Murfreesboro Housing Authority

Department: Community Development

Presented by: Robert Holtz, Director of Community Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider an amendment to the Cooperation Agreement with Murfreesboro Housing Authority (MHA) to include Hancock Apartments LP

Staff Recommendation

Approve housing rehabilitation contract.

Background Information

In October 19, 2023, the City entered a Cooperation Agreement with MHA governing payments in lieu of taxes and services provided for Low Income Housing Tax Credits(LIHTC) for Mercury Court LP and Parkside LP. The amendment would add Hancock Apartments to the agreement.

Council Priorities Served

Establish Strong City Brand

Supporting affordable housing within the City has significant benefits to many aspects of the community's livability.

Fiscal Impact

The City will receive a marginal amount that is supportive of the project for the lower income housing, but which will offset some of the costs incurred by the City to provide municipal services.

Attachments

Amendment #1 to the Cooperation Agreement Governing Payments In Lieu of Taxes for Murfreesboro Housing Authority

**FIRST AMENDMENT TO
COOPERATION AGREEMENT**

**Governing Payments In Lieu of
Taxes for
Murfreesboro Housing Authority Low Income Housing Tax
Credit Sites Completed after January 1, 2024**

THIS FIRST AMENDMENT TO THE COOPERATION AGREEMENT entered into on October 19, 2023, by and between the MURFREESBORO HOUSING AUTHORITY, a public body corporate and politic, organized and existing under the laws of the State of Tennessee (the "**Local Authority**") and the CITY OF MURFREESBORO, TENNESSEE (the "**Municipality**") in connection with Payments in Lieu of Taxes for the Local Authority's Low Income Housing Tax Credit ("**LIHTC**") Projects is effective as of February 5, 2026.

RECITALS

WHEREAS, the Local Authority and the Municipality previously entered into a Cooperation Agreement on October 19, 2023, governing payments in lieu of taxes and services provided for LIHTC developments developed and operated by the Local Authority and its partners ("Agreement"); and

WHEREAS, Exhibit A to the Agreement ("Original Exhibit A") identified the Local Authority's LIHTC Projects covered by the Agreement as of the Agreement's effective date; and

WHEREAS, at the time of the Agreement, the Local Authority anticipated that new LIHTC Projects would be developed and that existing sites would be transitioned from public housing to LIHTC, and the Municipality agreed to incorporate such sites, as they were completed, so that they would be covered by and subject to the Agreement; and

WHEREAS, Section 1.a of the Agreement provides that Original Exhibit A to the Agreement would be amended as needed to incorporate additional LIHTC developed in connection with the Local Authority and make them covered by and subject to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth the parties hereto do agree as follows:

1. The Agreement is hereby amended by replacing the Original Exhibit A with the First Amendment Exhibit A attached hereto, and that all sites identified in the First Amendment Exhibit A shall be covered and subject to the Agreement.
2. Except as amended herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively signed and executed this Agreement as of the Effective Date written above.

City of Murfreesboro, Tennessee

Murfreesboro Housing Authority

Shane McFarland, Mayor

Jamie Berry, Interim CEO

Attest:

Erin Tucker, City Recorder

Approved as to form:

Adam F. Tucker, City Attorney

4903-5626-1515 v.1

FIRST AMENDED EXHIBIT A

Murfreesboro Housing Authority LIHTC Projects
(as of February 5, 2026)

<u>Owner</u>	<u>Address</u>	<u>Total Units</u>	<u>LIHTC Units</u>
1. Mercury Court L.P.	415 N. Maple Street, Murfreesboro, TN	34	34
2. Parkside 2021, L.P.	415 N. Maple Street, Murfreesboro, TN	46	46
3. Hancock Apartments, L.P.	415 N. Maple Street, Murfreesboro, TN	29	29

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Certificate of Compliance – Renewal – Punit R. Patel – Super 9 Wine & Spirits at 730 W Northfield Blvd Suites E, F, J, G

Department: Finance

Presented by: Erin Tucker, City Recorder

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approving a one year extension of Certificate of Compliance for Super 9 Wine & Spirits.

Staff Recommendation

Approve the application for the renewal of the Certificate of Compliance from Punit R. Patel for Super 9 Wine & Spirits at 730 W Northfield Blvd Suites E, F, J, G as it meets all requirements.

Background Information

TCA 57-3-208 requires a Retail Liquor Certificate of Compliance to accompany all license applications for retail liquor stores. A certificate of compliance approved and issued in accordance with Section 4-7 shall expire and become void if the applicant to whom the certificate was granted fails to apply for a license from the Tennessee Alcoholic Beverage Commission by June 30 following the date of approval. The City Council may, upon written request of the applicant with a certification that the information contained in the application remains true and correct, extend the expiration date for one additional year, to next June 30. If a certificate becomes void, no new certificate may be issued to the same applicant unless a new application is submitted, and all applicable requirements of this Article are met at the time the new application is received.

If approved the certificate will become a part of the owner’s application to the Tennessee Alcoholic Beverage Commission for license renewal.

Attachments:

Request Summary

COUNCIL COMMUNICATION

Meeting Date: 02-05-2026

Item Title: Pyro Shows, Inc., Contract Renewal for 4th of July Fireworks

Department: Parks and Recreation

Presented by: Rachel Singer, Assistant Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract renewal with Pyro Shows, Inc., for 4th of July Fireworks.

Staff Recommendation

Approve Contract Renewal with Pyro Shows, Inc.

Background Information

Murfreesboro Parks and Recreation is proud to provide an impressive fireworks show for the public. Each year the successful event allows the community to gather and enjoy the holiday. The executed agreement includes an option to renew for three years, starting in 2025 and ending in 2027. With the additional tariff fees, a 5% tariff surcharge in the amount of \$1,900 is requested for the 2026 fireworks, bringing the total amount to \$39,900.

Council Priorities Served

Establish strong City brand

It is important to continue to provide a quality fireworks show that the community has become accustomed to. Each 4th of July thousands of people come out to various locations around the city to view the grand display of fireworks.

Fiscal Impact

This year's cost is \$39,900, which will be funded from the operational budget.

Attachments

1. Pyro Shows, Inc., Contract Renewal Letter
2. Pyro Shows, Inc., Contract Agreement for 4th of July Fireworks



Transforming special occasions
into **EPIC EVENTS**

Post Office Box 1776
115 North 1st Street
LaFollette, TN 37766
Phone: (800) 662-1331
www.pyroshows.com

January 5, 2026

City of Murfreesboro TN
Attn: Rachel Singer
111 West Vine Street,
Murfreesboro, TN, 37130
Re: Contract Renewal between Pyro Shows, Inc. and City of Murfreesboro, TN

Dear Rachel,

This letter outlines the renewal terms for the Multi-Year Contract Agreement between Pyro Shows, Inc. and the City of Murfreesboro, TN, dated April 14, 2025.

The original contract included an option to renew for three years, starting in 2025 and ending in 2027. For 2025, your show was valued at \$38,000.00. Due to the current tariff fees incurred by Pyro Shows on all 2026 Fireworks shipments, we are requesting a 5% tariff surcharge in the amount of \$1,900.00 bringing that to a total of \$39,900.00.

If you choose to renew for 2026, you will need to pay a 50% deposit with a written notice of the deposit due date provided at least 30 days in advance. This letter serves as a 30-day notice for the deposit due, so your payment of \$19,950.00 must be paid to Pyro Shows by February 4, 2026. We have included a deposit invoice with this letter for your convenience.

If you have any questions about the tariff surcharge please feel free to reach out to me at 432-494-5805.

By signing and returning this letter, you confirm your intention to renew for the 2026 firework display scheduled for July 4, 2026 (or a mutually agreed upon alternative date).

Mayor

Signature / Title

Date

Thank you for allowing us to be a part of your event. If you have any questions, please feel free to contact us.

Sincerely,

Travis L. Forsyth

Travis L. Forsyth
TLF/oe

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



Agreement for Fireworks for the 4th of July

This Agreement is entered into and effective as of May 2, 2025 (the “Effective Date”), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Pyro Shows, Inc.**, a Corporation of the State of Tennessee (“Contractor”).

This Agreement consists of the following documents:

- This document
- ITB-33-2025 - July 4th Fireworks Show issued March 11, 2025 (the “Solicitation” and/or “ITB”);
- Contractor’s Proposal, dated April 1, 2025 (“Contractor’s Proposal”);
- Contractor’s Price Proposal, dated April 1, 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; and
- Lastly, Contractor’s Proposal.

1. Duties and Responsibilities of Contractor.

- a. Contractor shall provide the City with a 4th of July Fireworks Display as specified in “ITB-33-2025 – July 4th Fireworks Show” listed under “Bid Specifications” of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses, and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. The services, pursuant to this Agreement, must be completed on July 4, 2025 (“Initial Term”). Upon mutual agreement, the Parties may exercise the option (“Option Term”) to extend this Agreement for up to two (2) terms/years for firework services to be performed on July 4, 2026, and/or July 4, 2027. Delivery is to the City of Murfreesboro Parks and Recreation Department located in Murfreesboro, TN. The City’s contact person for this contract, Rachel Singer, (rsinger@murfreesborotn.gov, (615) 642-3723), must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

- d. Deliveries of all items shall be made as stated in the ITB. Should the Contractor fail to deliver items on or before the required date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - e. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - f. Every delivery made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City.
- 2. Term.** The term of this Agreement commences on the Effective Date first listed above and expires July 5, 2025, unless extended in writing by mutual agreement of Contractor and the City or earlier terminated as set forth herein. All bid prices shall be effective until the end of this contract term. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder’s product, service, or delivery; or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Contractor shall submit price increases prior to March 1st of each subsequent year for approval and acceptance by the City Manager. 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. Compensation; Method of Payment.

- a. The price for services shall be invoiced at the prices set forth in the Contractor's Bid Proposal dated April 1, 2025, which reflects a **total price of \$38,000.00**.
- b. A deposit not to exceed fifty percent (50%) will be paid upon request to the Contractor each year before the display is performed. The balance for the year's display will be paid within thirty (30) days of the successful completion of the display.
- c. Fireworks display must be shown as specified in the ITB's specifications.
- d. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. The fireworks show will be held on July 4, 2025, beginning approximately between 9:00 p.m. and 9:15 p.m. at the location set forth in the specifications. The exact time is to be determined by the City and the Contractor on site.
- f. The services performed will not be considered "accepted" until an authorized agent for the City has determined that the services fully complied with specifications.

4. Insurance. During the term of this Agreement, Contractor must maintain:

- a. Commercial General Liability Insurance Coverage of not less than ten million dollars (\$10,000,000). The general liability insurance requirement may be accomplished with a combination of a general liability policy and an excess/umbrella liability policy.
- b. Auto Liability Insurance Coverage of not less than five million dollars (\$5,000,000). The auto liability insurance requirement may be accomplished with a combination of an auto liability policy and an excess/umbrella liability policy.
- c. Workers' Compensation Insurance Coverage of not less than one million dollars (\$1,000,000)
- d. The commercial general liability and auto liability insurance policies shall be written or endorsed to name as additional insureds "The City of Murfreesboro and its elected officials, officers, employees, representatives, and agents" ("Additional Insureds") in connection with all activities related to the fireworks display. These policies shall also waive all rights of subrogation against the Additional Insureds. 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, and (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."

5. Warranty. Contractor warrants it will provide services in a professional and safe manner according to the standards established in the industry and as outlined herein. Every item supplied by Contractor shall meet the warranty requirements set by the manufacturer. In addition to any express or implied warranty available to the City, the City may request that the Contractor replace or repair any

defective goods or correct performance by written notice to the Contractor. In that event, the Contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not impair the City's other warranty rights and shall not relieve the Contractor of any liability to the City for damages for the breach of any covenants of the Contract by the Contractor.

6. 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.

7. 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	Pyro Shows, Inc.
City of Murfreesboro	Attn: Travis Forsyth
111 West Vine Street	P.O. BOX 1776
Murfreesboro, TN 37130	LaFollette, TN 37766
	travis@pyroshows.com

8. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three (3) 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.

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

10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
- 22. Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

23. 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.

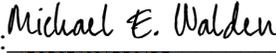
IN WITNESS WHEREOF, the parties enter into this agreement as of the “Effective Date” first listed above.

CITY OF MURFREESBORO

DocuSigned by:

By: _____
A2F6A4BF7CB74E7...
Shane McFarland, Mayor

PYRO SHOWS, INC.

DocuSigned by:

By: _____
ECB6E422AB884DE...
Michael E. Walden, Executive Vice
President

APPROVED AS TO FORM:

Signed by:


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



Pyro Shows, Inc
 PO Box 1776
 LaFollette, TN 37766

Deposit Invoice

Date	S.O. Number
1/6/2026	26TN000085

Name / Address
City of Murfreesboro P. O. Box 1139 Murfreesboro, TN 37133-

Project	P.O. No.	Show Date	Terms
	Independence 2026	7/4/2026	50% Dep w/Contract
Description	Deposit Due		Total
Deposit Due per Contract Agreement - City of Murfreesboro Independence Celebration 07/04/2026 Contract #26TN07-04C38000-000085MY2-3 Total: \$39,900.00	19,950.00		19,950.00
We appreciate your prompt payment.		Total	\$19,950.00

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Contract with TDOT for Matching 5339 Funds
Department: Transportation (Transit)
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider contract with TDOT to match a federal grant for capital expenses related to Infrastructure and Support Equipment.

Staff Recommendation

Approve Contract with TDOT for matching 5339 funds.

Background Information

In the FY26 Transportation budget City Council approved the purchase of a replacement support vehicle and electronic information signs for the passenger waiting area at the Transit Center. Federal funds were obligated for these purchases which require a 20% local match. The State funds will supply half, or 10%, of the required match; the remaining match is paid by the City. The previous State match contract has expired. This contract also provides matching funds for the remaining unliquidated funds in the Federal grant.

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

This expense, or \$27,868, is funded in the department's FY26 operating budget.

Attachments:

Grant Contract TDOT Project #755339-S3-005

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2025		End Date 6/30/2028		Agency Tracking # 40100-51422	
Edison ID 86776				Edison Vendor ID 4110	
Grantee Legal Entity Name City of Murfreesboro				Edison Vendor ID 4110	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number # 20.526			
		Grantee's fiscal year end June 30			
Service Caption (one line only) FFY 2018 - 5339 Bus and Bus Facilities Program– Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$27,868.00				\$27,868.00
TOTAL:	\$27,868.00				\$27,868.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Urban Direct Recipients receive State funds based on formula. TDOT allocates federal Pass-through funds to Subrecipient Grantees based on a Transit Asset Management formula that factors need, vehicle inventory, and fleet condition. Subrecipient Grantees also receive State match funds based on formula.			
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.				<i>CPO USE – GG</i>	
				Z-26-BP00-08	
Speed Chart (optional)		Account Code (optional) 71302000			

Address # 12

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA), incorporated by reference.
- A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
 - b. the 5339 Program application;
 - c. the most current TDOT State Management Plan approved by FTA; and
 - d. FTA Circular C 5100.1 "Bus and Bus Facilities Program: Guidance and Application Instructions," or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-seven Thousand, Eight Hundred Sixty-eight Dollars and No Cents (\$27,868.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) **Invoice Reimbursement Calculation** – Invoice reimbursement amounts are based on total contract life-to-date expenses by budget detail activity line. Activity federal and state share percentages are applied to detail activity line expenses to determine reimbursement amounts.

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

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

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

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

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

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

- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov

Phone: (615) 253-4942
Fax: (615) 253-1482

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is

NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

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

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**

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

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

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

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

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

j. Monthly depreciation amount, if applicable.

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

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

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

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

- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

- E.5. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without

the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

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

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

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

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

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.

- b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):
For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State’s share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.
- E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

- E.12. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission’s Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee’s Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at [Title VI Program \(tn.gov\)](http://Title VI Program (tn.gov)).

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE McFARLAND, MAYOR

DATE

Signed by:


1/13/2026

ADAM TUCKER, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DATE

DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER

DATE

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

DATE

TDOT PROJECT NO.: 755339-S3-005
 FTA PROJECT NO.: TN2018-032
 DGA NO.: DG26-86776

ATTACHMENT ONE

Grantee		City of Murfreesboro					
Contract Type		DGA					
Sum of Amount		Column Labels					
		Contract	Contract Total	Grantee		Grantee Total	Grand Total
		Cash		Cash			
Row Labels		State		Federal	Local		
PROJECT: 755339S3005			\$27,868.00	\$27,868.00	\$222,946.00	\$27,869.00	\$278,683.00
GRANT: TN2018032			\$27,868.00	\$27,868.00	\$222,946.00	\$27,869.00	\$278,683.00
PROGRAM: 5339							
00 Capital (110-00) CAPITAL ASSISTANCE (S0)			\$27,868.00	\$27,868.00	\$222,946.00	\$27,869.00	\$278,683.00
11.00.S0 CAPITAL ASSISTANCE, NON-ADA - TDOT			\$27,868.00	\$27,868.00	\$222,946.00	\$27,869.00	\$278,683.00
Grand Total			\$27,868.00	\$27,868.00	\$222,946.00	\$27,869.00	\$278,683.00

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

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

Attachments

Asphalt Purchases Report

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Emerging Contaminant Removal Pilot SSR TO Amendment No. 1

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Consider SSR TO 24-41-082.0 Amendment No. 1 regarding Emerging Contaminant Removal Pilot study for determining the best technology to remove certain emerging contaminants.

Staff Recommendation

Approve SSR Task Order Amendment No. 1.

Background Information

On January 13, 2026, lab results were returned to SSR, and it was determined breakthrough had finally occurred. SSR and MWRD determined Phase 2 of the pilot would not be needed due to the lack of presence of emerging contaminants that would need to be removed via Ion Exchange.

The original engineering contract between SSR and MWRD budgeted for a 6-month pilot period. The total length of Phase 1 piloting (GAC) ultimately reached 7-months. While SSR is still within the total budget not-to-exceed amount for study and report services, the additional costs associated with sampling and renting the pilot skid ended up greater than the initial estimates provided by our subconsultants. SSR is requesting additional costs to cover the additional sampling as well as the additional skid rental costs.

Council Priorities Served

Responsible budgeting

Maintenance and modification of system infrastructure assure continued reliability of high-quality drinking water for the community.

Fiscal Impacts

The added expenses of amendment No. 1, or \$25,000, brings the total cost to \$260,541; funding to come from water resources working capital reserves.

Attachments

SSR Task Order 24-41-082.0 Amendment No. 1



Project Memorandum

Project Name: SRWTP Emerging Contaminant Removal Pilot
Project Number: 24-41-082.0
Subject: Amendment No. 1
Date: January 14, 2026
To: Alan Cranford
From: Luke Williams, P.E.

Per the request of staff at the Stones River Water Treatment Plant (SRWTP), this memorandum provides information regarding additional engineering services for the SRWTP Emerging Contaminant Removal Pilot.

Background

On February 7, 2025, City Council approved Smith Seckman Reid (SSR) Task Order 24-41-082.0 for the pilot services for emerging contaminant removal at the Stones River Water Treatment Plant. The original engineering contract between SSR and MWRD budgeted for a 6-month pilot period split into two (2) 3-month pilot phases. This split in the pilot phases was to accommodate testing both granular activated carbon (GAC) and ion exchange (IX) resin in separate trials.

On February 21, 2025, at the request of MWRD, the length of each pilot phase was extended from 3- months to 4-months, for a total pilot time of 8-months in order to better reflect historical breakthrough of the existing granular activated carbon. At the time of this request at the beginning of the project, it was expected there would be enough budget for the additional skid rental costs, sampling and lab costs, and engineering services to cover this slight increase in time.

On October 31, 2025, after nearly 4-months of Phase 1 piloting and breakthrough still not occurring during, MWRD requested that Phase 1 of the pilot be extended until breakthrough occurred. This extension would provide MWRD more accurate data in future planning of carbon replacement. During the extension request, it was also determined the sampling frequency would be reduced from weekly to monthly.

On January 13, 2026, lab results were returned to SSR and it was determined breakthrough had finally occurred. SSR then met with MWRD to determine next steps and as a result of the meeting, it was determined Phase 2 of the pilot would not be needed due to the lack of presence of emerging contaminants that would need to be removed via Ion Exchange. SSR intends to now have the completed pilot study summary report to MWRD before the February 2026 Board Meeting.

The original engineering contract between SSR and MWRD budgeted for a 6-month pilot period. The total length of Phase 1 piloting (GAC) ultimately reached 7-months. While SSR is still within the total budgeted not-to-exceed amount for study and report services, the additional costs associated with sampling and renting the pilot skid ended up greater than the initial estimates provided by our subconsultants. SSR is requesting additional costs to cover the additional sampling costs as well as the additional skid rental costs.



Project Costs

The original Board-approved Task Order 24-41-082.0 was for \$235,541.00 in February 2025. SSR is requesting an additional \$25,000.00 for additional scope and services required for the increased pilot period. The following table summarizes the total project costs for the Emerging Contaminant Pilot. All costs are presented in 2026 dollars.

Summary of Project Costs

Description	Total Costs – January 2026
SRWTP Emerging Contaminant Pilot Task Order	\$235,541.00
Amendment No. 1 (pending approval)	\$25,000.00
Total Project Cost	\$260,541.00

We appreciate the opportunity to provide our services to the Murfreesboro Water Resources Department. If you need any additional information, please feel free to contact me.

Attachments

1. Amendment No. 1 to SSR Task Order 24-41-082.0

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Work Order 24-41-082.0
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: February 7, 2025
- b. Owner: City of Murfreesboro
Murfreesboro Water Resources Department (MWRD)
- c. Engineer: Smith Seckman Reid, Inc
- d. Project: SRWTP Emerging Contaminant Removal Pilot

2. *Description of Modifications:*

- a. In addition to the scope described in Task Order 24-41-082.0, these modifications include:
 - 1. Increase scope of sampling for pilot testing.
 - a. Due to the extension of time of the pilot test as requested by MWRD, additional costs for sampling and laboratory analysis (as performed by AquAeTer) in Phase 1, were greater than initially anticipated thus depleting budget. This amendment formally increases the costs associated with the sampling and laboratory analysis associated with weekly sampling from July 2025 to October 2025, and monthly sampling from November 2025 through the completion of Phase 1 Piloting in January 2026.
 - b. This amendment formally increases the associated cost to rent the pilot skid from Calgon through January 31, 2026 in lieu of the previous deadline of December 2025.
 - c. Additional engineering services for coordination of piloting including reporting and analysis of additional data through January 31, 2026.

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>235,541.00</u>
b. Net change for prior amendments:	\$ <u>0.00</u>
c. This amendment amount:	\$ <u>25,000.00</u>
d. Adjusted Agreement amount:	\$ <u>260,541.00</u>

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

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

OWNER:

ENGINEER:

By: Shane McFarland

By: Andrew T. Johnson

Title: Mayor

Title: Principal

Date Signed: _____

Date Signed: _____

APPROVED AS TO FORM

Adam F. Tucker

43A2035E51E9401
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Plan of Services, Annexation, and Zoning for property along Majesty Drive and Cicero Drive
[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider annexation and zoning of approximately 6.41 acres located on the north side of the intersection of Majesty Drive and Cicero Drive.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and annexation.

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request on December 3, 2025.

Background Information

Xaiyavong and Panola Saenphansiri initiated a petition of annexation [2025-508] for approximately 6.41 acres located along Majesty Drive and Cicero Drive. The City developed its plan of services for this area. Additionally, Xaiyavong Saenphansiri presented to the City a zoning application [2025-421] for the same 6.41 acres to be zoned RS-6 (Single-Family Residential District) simultaneous with annexation. During its regular meeting on December 3, 2025, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a subdivision with single-family residential detached dwellings, increasing opportunities for homeownership in the desirable Blackman area.

Attachments:

1. Resolution 26-R-PSA-03

2. Ordinance 26-OZ-03
3. Maps of the area
4. Planning Commission staff comments from the 12/03/2025 meeting
5. Planning Commission minutes from 12/03/2025 meeting
6. Plan of Services
7. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 3, 2025
PROJECT PLANNER: RICHARD DONOVAN**

5.a. Annexation petition and plan of services [2025-508] for approximately 6.41 acres located along Majesty Drive and Cicero Drive, Xaiyavong and Panola Saenphansiri applicants.

Xaiyavong and Panola Saenphansiri have submitted a petition requesting annexation of their property into the City of Murfreesboro. The annexation area consists of one vacant parcel, situated at the end of Majesty Drive and Cicero Drive. The total annexation study area is approximately 6.41 acres.

The annexation study area includes the following:

- Tax Map 078, Parcel 016.04 (6.41 acres)

The applicant has submitted a companion zoning application to rezone the subject property to an RS-6 designation simultaneous with annexation. This rezoning would permit the 6.41 acres to be subdivided further potentially into seventeen (17) lots, as shown on the provided concept plan.

The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary. The annexation area is contiguous with the City Limits along its northwestern boundary. The Murfreesboro 2035 Comprehensive Plan, Chapter 4: Future Land Use Map identifies a "Service Infill Line"; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. This annexation study area is located within the Service Infill area.

Staff has drafted a plan of services, which is included in the agenda packet. It details how and when services can be extended to the property, if annexed. Due to its close proximity to the existing City limits, it will be relatively easy to extend services to the subject property, except for sanitary sewer service. The existing sanitary sewer pump station will need to be studied to determine whether development of more than one unit could occur on the site. If upgrades are needed, the developer would be responsible for improving the pump station and providing an easement for its future abandonment, or for participating in the extension of a gravity sewer main that would connect to the existing system in Blackman Village.

Staff Recommendation:

Staff is supportive of the annexation request for the following reasons:

1. The subject property is contiguous with the existing City Limits.

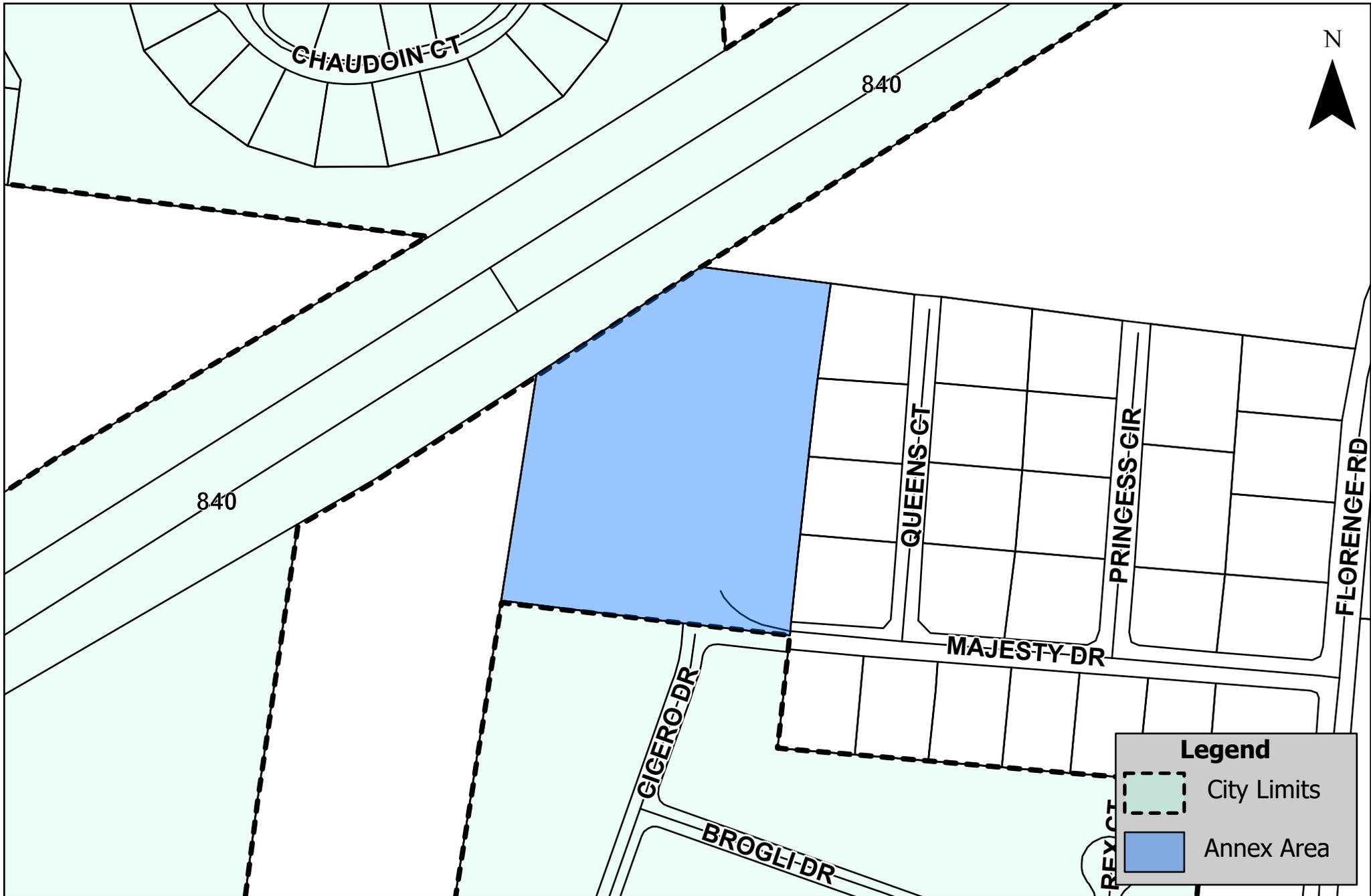
2. It is located within the Urban Growth Boundary and within the Service Infill Area.
3. Services can be extended to the subject property upon annexation.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:

Ortho Map
Non-ortho maps
Annexation Petition
Plan of Services



Legend

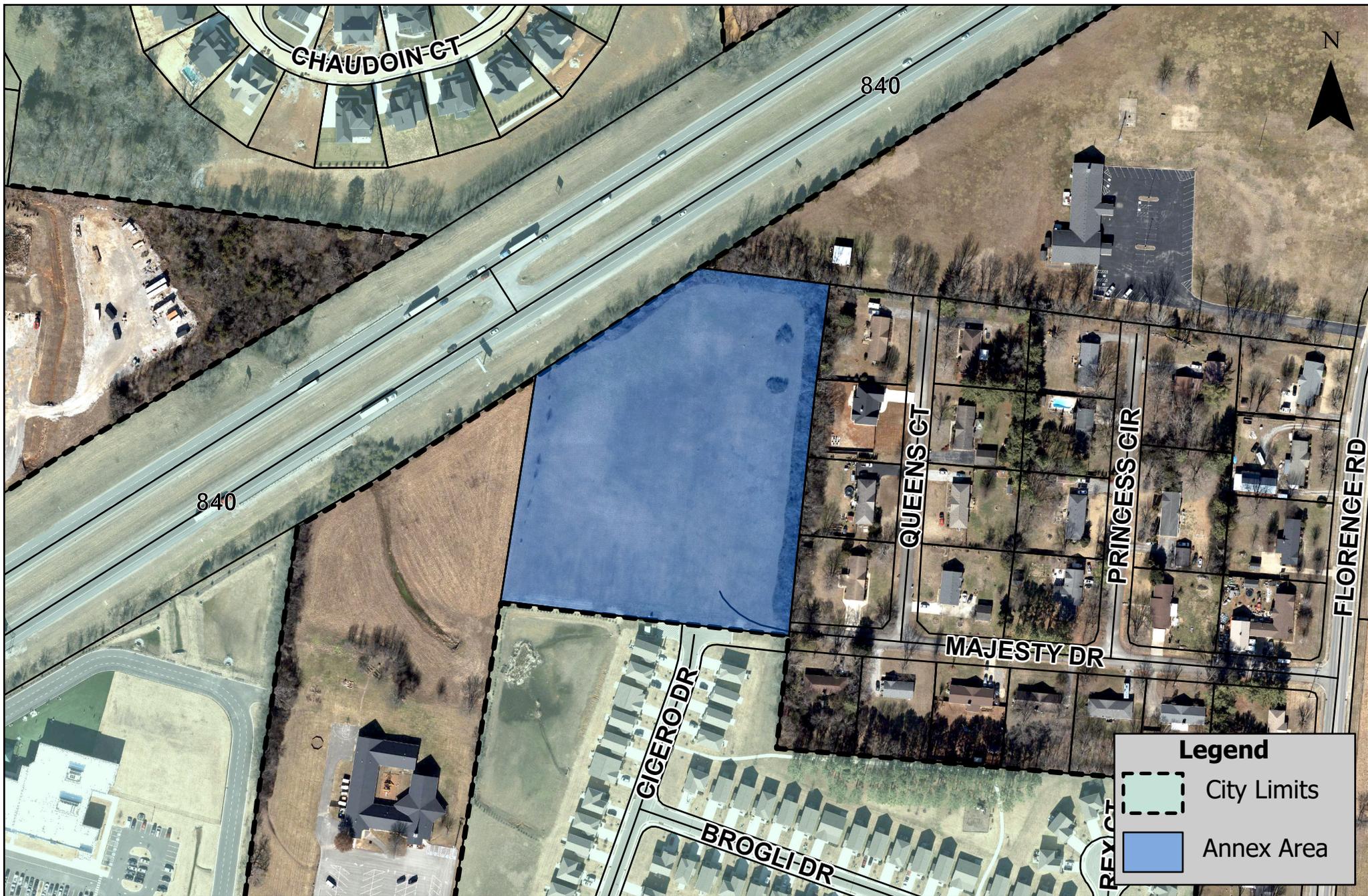
-  City Limits
-  Annex Area



Annexation Request for property along Majesty Drive



Planning Department
 City of Murfreesboro
 111 West Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Legend

-  City Limits
-  Annex Area



Annexation Request for property along Majesty Drive



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 City of Murfreesboro
 111 West Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. Xaiyavong Saenphansiri
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature:   Status: Owner Date: 09/09/2025

3148 Majesty Drive, Murfreesboro TN 37129
Mailing Address (if not address of property to be annexed)

2. Panola Saenphansiri
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature:   Status: Owner Date: 09/09/2025

3148 Majesty Drive, Murfreesboro TN 37129
Mailing Address (if not address of property to be annexed)

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

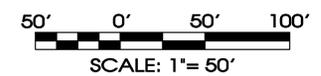
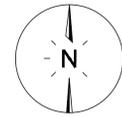
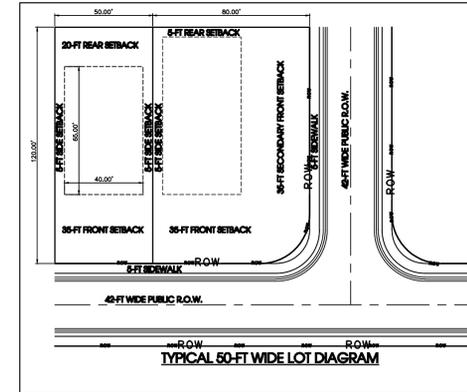
Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

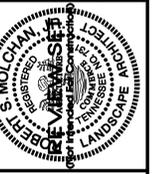


3148 MAJESTY DRIVE PROPERTY
CONCEPTUAL SITE PLAN

LAND USE DATA:	
EXISTING ZONING:	RM (RUTHERFORD COUNTY)
PROPOSED ZONING:	RS-6 (CITY OF MURFREESBORO)
TOTAL LAND AREA:	±6.41 ACRES
TOTAL NUMBER OF LOTS:	17 LOTS
YIELD: 17 LOTS/6.41 ACRES=	2.65 UNITS/ACRE
PROVIDED OPEN SPACE:	±0.95 AC (14.82%)
STORMWATER (DETENTION):	±1.17 AC (18.25%)
MINIMUM LOT SIZE:	6,000 SF
MINIMUM LOT WIDTH AT ROW:	50 FEET
TYPICAL LOT SIZE:	50 FEET WIDE X 120 FEET DEEP
LENGTH OF NEW ROADWAY:	±1,015 LF



SITE ENGINEERING CONSULTANTS
 ENGINEERING • SURVEYING • LAND PLANNING
SEC, Inc.
 LANDSCAPE ARCHITECTURE
 850 MIDDLE TENNESSEE BOULEVARD
 MURFREESBORO, TENNESSEE 37129
 PHONE: (615) 890-7901 WWW.SEC-CIVIL.COM FAX: (615) 895-2567
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 COPYRIGHT SEC, INC. 2025



3148 Majesty Drive
 Rutherford County, TN

REVISIONS:	
DRAWN: KMG	
DATE: 09-10-2025	
CHECKED: BPG	
FILE NAME: 25356	
SCALE: 1" = 50'	
JOB NO. 25356	
SHEET: CP 'A'	

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Chair
Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT

Darren Gore, City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Stephen Anthony, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the November 19, 2025 Planning Commission regular meeting.

Mr. Tristan Carroll made a motion to approve the minutes of the November 19, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

5. Public Hearings and Recommendations to Council:

Annexation petition and plan of services [2025-508] for approximately 6.41 acres located along Majesty Drive and Cicero Drive, Xaiyavong and Panola Saenphansiri applicants. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) was in attendance representing the application.

Chair Ken Halliburton opened the public hearing.

Mr. Tracy Faulk, 2808 Queens Court – expressed concerns about connecting to Majesty Drive. Also, he requested the trees at the rear of his lot not be disturbed.

Chair Ken Halliburton closed the public hearing.

The Planning Commission and the Planning Staff discussed the street connection to Majesty Drive, including that no homes in the new development front on Majesty Drive. In addition, Mr. Taylor noted that the developer would make an effort to preserve the existing tree line along the eastern boundary of the property.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

Mr. Shawn Wright made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-421] for approximately 6.41 acres located along Majesty Drive and Cicero Drive to be zoned RS-6 simultaneous with annexation, Xaiyavong Saenphansiri applicant. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) was in attendance representing the application.

Chair Ken Halliburton opened the public hearing.

Mr. Tracy Faulk, 2808 Queens Court – expressed concern regarding drainage and reiterated his desire that the developer preserve the existing tree line and that he would like privacy fencing adjacent to his property.

Chair Ken Halliburton closed the public hearing.

Mr. Matt Taylor explained how stormwater would be managed. He also mentioned that fences on the individual residential lots would be the homeowner's choice. Mr. Richard Donovan stated there is not a buffer yard or a fence requirement between single-family residential developments.

RESOLUTION 26-R-PSA-03 to adopt a Plan of Services for and to annex approximately 6.41 acres located along Majesty Drive and Cicero Drive (Tax Map 078 Parcel 016.04), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Xaiyavong and Panola Saenphansiri, applicants [2025-508].

WHEREAS, the Owner(s) of all property within the territory identified on the attached map as the “Area to be Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a plan of services for the area proposed for annexation is attached hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated (“TCA”) § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Murfreesboro Planning Commission for study, and it has recommended the same following a public hearing on December 3, 2025, notice of which was published in a newspaper of general circulation in the City of Murfreesboro not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Murfreesboro to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent, and copies of this resolution were published in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Murfreesboro on or about the same time, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, this resolution and notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published on January 13, 2026 in the *Murfreesboro Post*, a newspaper of general circulation in such territory and the City of Murfreesboro, pursuant to TCA §§ 6-51-102 and 6-51-104;

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the City Council of the City of Murfreesboro on February 5, 2026.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the following territory is hereby annexed and incorporated into boundaries of the City of Murfreesboro: Tax Map 078, Parcel 016.04 (6.41 acres), identified on the attached map as the “Area to be Annexed.”

SECTION 2. That the plan of services for this territory, attached hereto, is approved and the same is hereby adopted.

SECTION 3. That the City Manager shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Rutherford County Mayor.

SECTION 4. That a signed copy of this resolution shall be recorded with the Rutherford County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Rutherford County Assessor of Property.

SECTION 5. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.

SECTION 6. That the Rutherford County Election Commission shall be notified that the annexation took place, so that a revised map of the voting precincts may be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.

SECTION 7. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

SECTION 8. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 26-OZ-03**, which was _____, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

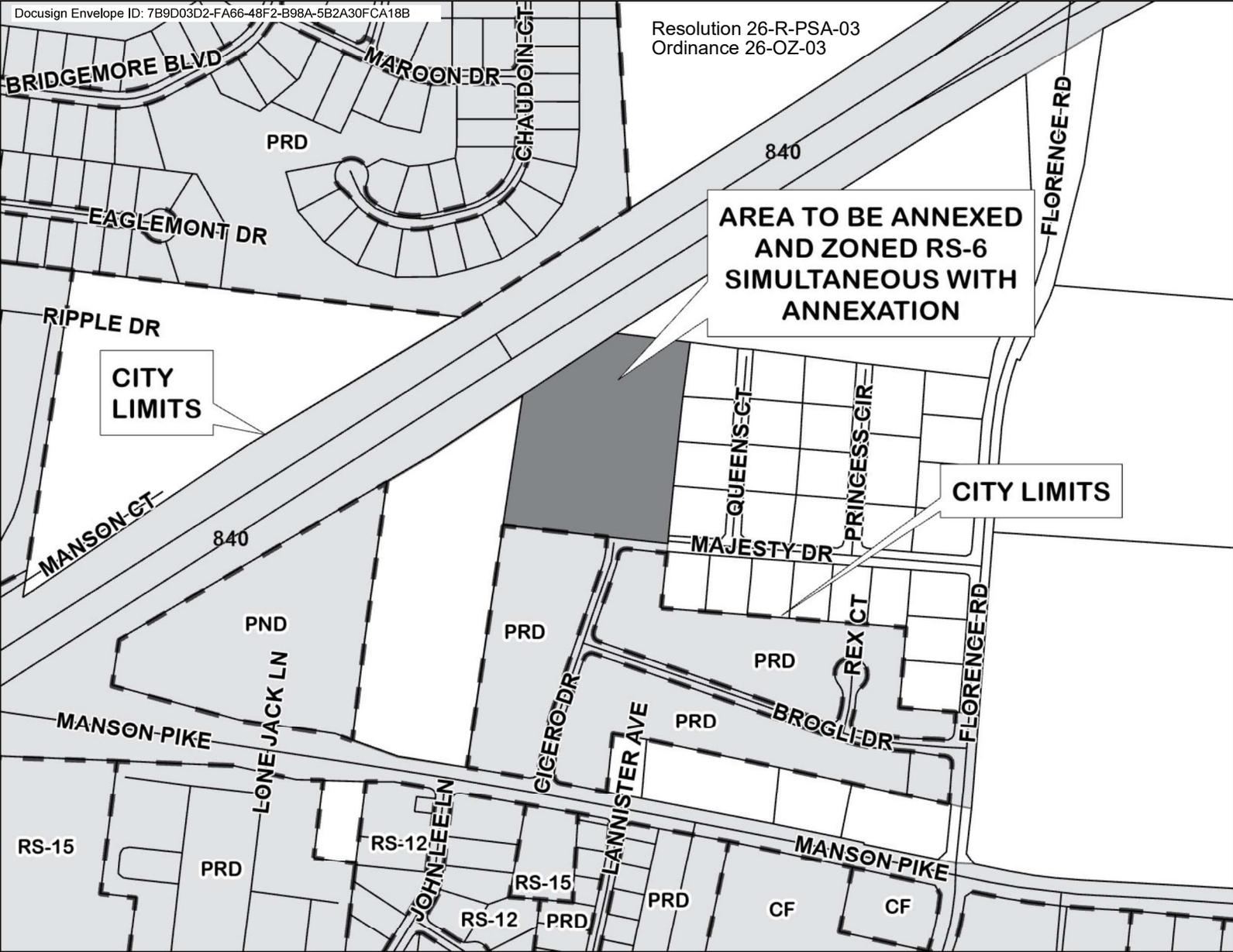
APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



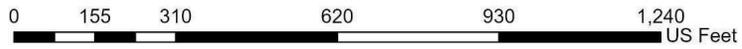
**ANNEXATION REPORT FOR PROPERTY LOCATED
ALONG MAJESTY DRIVE AND CICERO DRIVE
INCLUDING PLAN OF SERVICES
(FILE 2025-508)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
DECEMBER 3, 2025**



Annexation Request for property along Majesty Drive



Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

INTRODUCTION

OVERVIEW

The property owners, Xaiyavong and Panola Saenphansiri, submitted a petition requesting their property be annexed into the City of Murfreesboro. The property totals approximately 6.41 acres. It is located at the terminus of Majesty Drive and Cicero Drive. The annexation study area includes the following properties:

- Tax Map 078, Parcel 016.04 (6.41 acres)

The annexation study area is located within the City's Urban Growth Boundary and is contiguous to the existing City limits along its northwestern and southern boundaries, as depicted on the adjacent map.



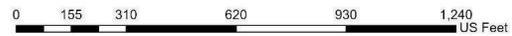
SURROUNDING ZONING

The study area consists of one vacant parcel, at the terminus of Majesty Drive and Cicero Drive. The subject parcel is zoned RM (Medium Density Residential) in the unincorporated County. There is a companion zoning application to rezone the subject parcel to an RS-6 (Single-Family Residential District, 6,000 ft² minimum lot size) designation.

The surrounding properties are primarily residential in use with corresponding residential zoning districts, though some institutional uses are interspersed. To the north, across Interstate 840, is the Shelton Square PRD (Planned Residential District). Also, along the northern property line is Unity Free Will Baptist Church, located in the unincorporated County and zoned Medium Density Residential (RM). To the east is the Royal Court subdivision, a single-family residential development zoned RM in the County. To the south is Blackman Village PRD. To the west is Blackman United Methodist Church, also located in the County and zoned RM.



Annexation Request for property along Majesty Drive



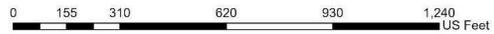
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

SURROUNDING LAND USE

The study area consists of one vacant parcel, at the terminus of Majesty Drive and Cicero Drive. The surrounding properties are primarily residential uses with some institutional uses interspersed. To the north, across Interstate 840, is the Shelton Square PRD, which includes detached single-family residences. Also, along the northern property line is Unity Free Will Baptist Church. To the east is the Royal Court subdivision, a single-family residential development in the County. To the south is Blackman Village, a detached single-family residential neighborhood in a horizontal property regime. To the west is Blackman United Methodist Church, also located in the County.



Annexation Request for property along Majesty Drive



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TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2026 will be due on December 31, 2027. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor’s Office. The current tax rate for the City of Murfreesboro is \$0.9526/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

*Table I
Estimated Taxes from Site*

Owner of Record	Tax Map and Parcel	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Xaiyavong Saenphansiri	078-01604	6.41	\$193,200	\$0	\$48,300	\$460.11

These figures are for the property in its current state and assessed at the residential rate of 25 percent.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department could begin providing services that include patrol-related functions, criminal investigations, and community engagement initiatives. These services would be provided immediately upon the effective date of annexation. The current police zone that borders the study area is Zone 4.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). MTE has existing electrical facilities and capacity along Majesty Drive and Cicero Drive to continue to serve the property upon annexation, including any future development.

STREET LIGHTING

There are no streetlights along Majesty Drive but streetlights are present along Cicero Drive. Streetlights will be installed as part of the development with the construction of any new public streets.

SOLID WASTE COLLECTION

The property will be eligible for City-provided weekly curbside solid waste collection service on Wednesdays, immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The above solid waste services will be provided upon development of the property. In its current undeveloped state, no additional equipment or manpower will be needed to serve the study area. Upon development as a residential subdivision, a solid waste cart for each dwelling (\$74.75 each) will be needed to serve the study area.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

According to Murfreesboro City Schools (MCS), this parcel of land currently resides outside of the Overall Creek Elementary School zone, and it would become part of this school’s zoned area if annexed. Any elementary school-aged children residing on the property once developed will be eligible to attend Murfreesboro City Schools. In the property’s present state, it would have no impact on the school system, since it is currently undeveloped. If developed with up to seventeen (17) single-family detached residential homes MCS would anticipate adding approximately five (5) students to the school population upon full buildout. MCS and the City will continue to monitor new growth in the district, including the Overall Creekschool zone, in order to evaluate the need for a new elementary school in the future.

BUILDING AND CODES

The property will come within the City’s jurisdiction for code enforcement immediately upon the effective date of annexation. The City’s Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City’s construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City’s jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City’s development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City’s Geographic Information Systems (G.I.S.) program.

STREETS AND ACCESS

The annexation study area does not include any existing public right-of-way (ROW) or roadways. The annexation study area has access to existing Cicero Drive. Any new connections must be approved by the City Engineer. The study area also has access to Majesty Drive. Majesty Drive is a County road that stubs to the study area but is not constructed to the property line. Any new connections or construction within County ROW must be approved by the County Engineer. Any new public roadways to serve the study area must be constructed to City Standards.

REGIONAL TRAFFIC & TRANSPORTATION

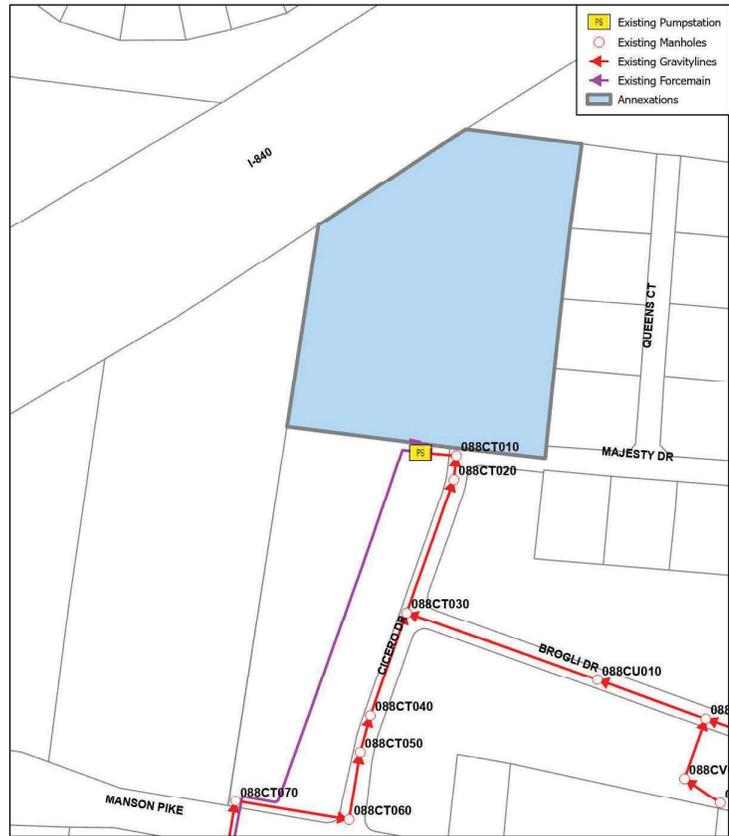
The major roadways to serve the study area are Manson Pike and Florence Road. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows Florence Road to be operating at a Level of Service B and Manson Pike to be operating at a Level of Service C near the study area using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that both roadways operate at a Level of Service of D/E without the proposed improvements recommended in the 2040 Plan.

SANITARY SEWER SERVICE

Sanitary sewer is located along the roadway in Blackman Village to the south. The sewer main is an 8" main and is served by an existing sewer pump station. This station must be studied to determine if it has capacity for any proposed redevelopment of the property and additional homes. If necessary, the developer would be required to upgrade the station at the time of development. The Department will either request sewer easement through the property for the future abandonment of the pump station or the Department may participate to extend a "dry" gravity sewer main for the abandonment. Should redevelopment not occur, one home could connect to the existing sewer main within the existing roadway of Blackman Village.

This property is within the Overall Creek Sanitary Sewer Assessment District and will be charged \$1,000 per single-family unit (sfu) in addition to the standard connection fee of \$2,550 per sfu.

All main line extensions are the financial responsibility of the developer and must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



MURFREESBORO WATER RESOURCES DEPARTMENT

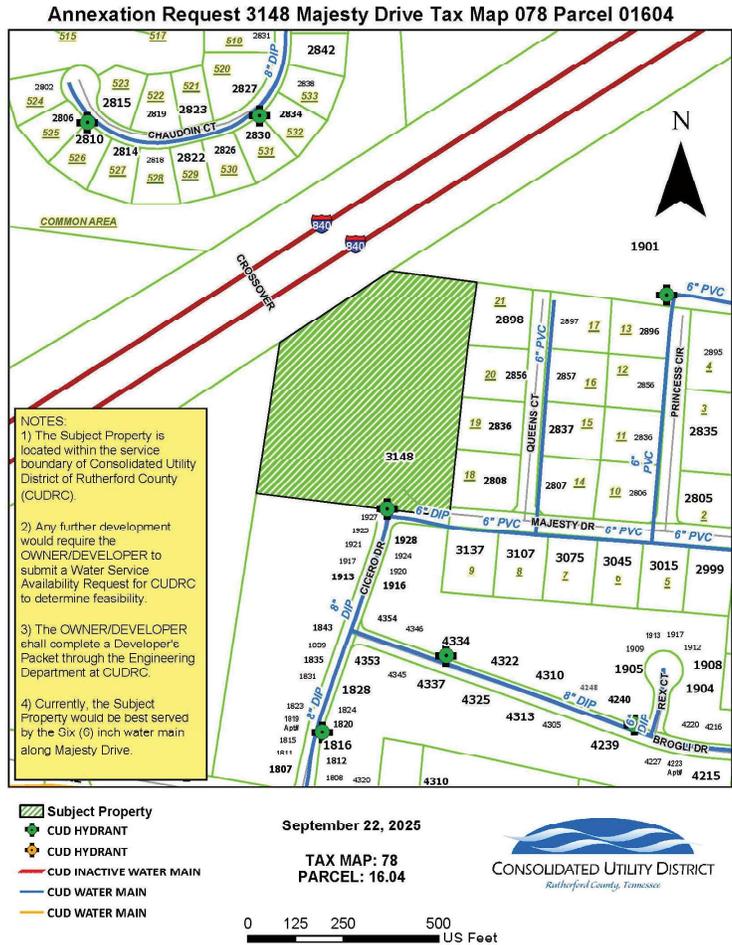
Annexation Request Majesty Drive



WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. The study area is served by CUD water through the six (6) inch water main along Majesty Drive and an eight (8) inch water main along Cicero Drive.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUDRC's Developer Packet through CUDRC's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUDRC's development policies and procedures.



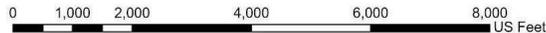
FIRE AND EMERGENCY SERVICE

The study area contains vacant land. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services and fire protection to the study area immediately upon the effective date of annexation at no additional expense.

Currently the study area is located 1.6 miles from Fire Station #5 (3006 Florence Road). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



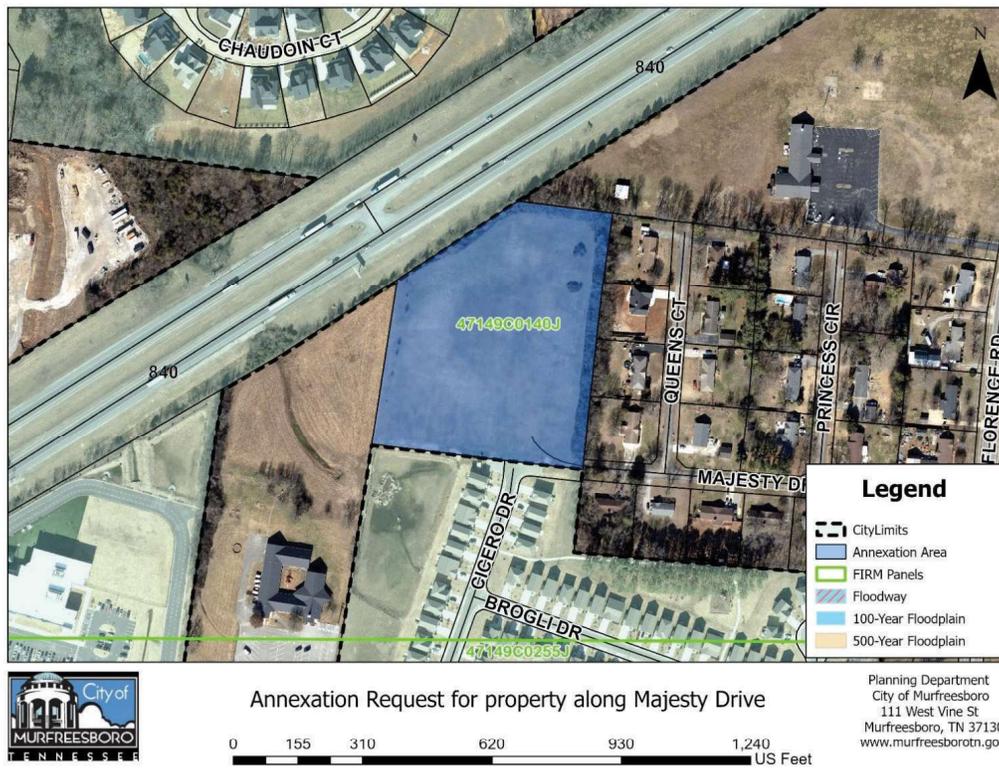
Annexation Request for property along Majesty Drive



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FLOODWAY

The study area is not located within the 100-year floodplain nor within the regulatory floodway as delineated on the Flood Insurance Rate Map (FIRM) developed by the Federal Emergency Management Agency (FEMA).



DRAINAGE

Public Drainage System

No public drainage facilities are included in the study area. If annexed, any new public drainage facilities proposed to serve the study area in the future must meet City standards.

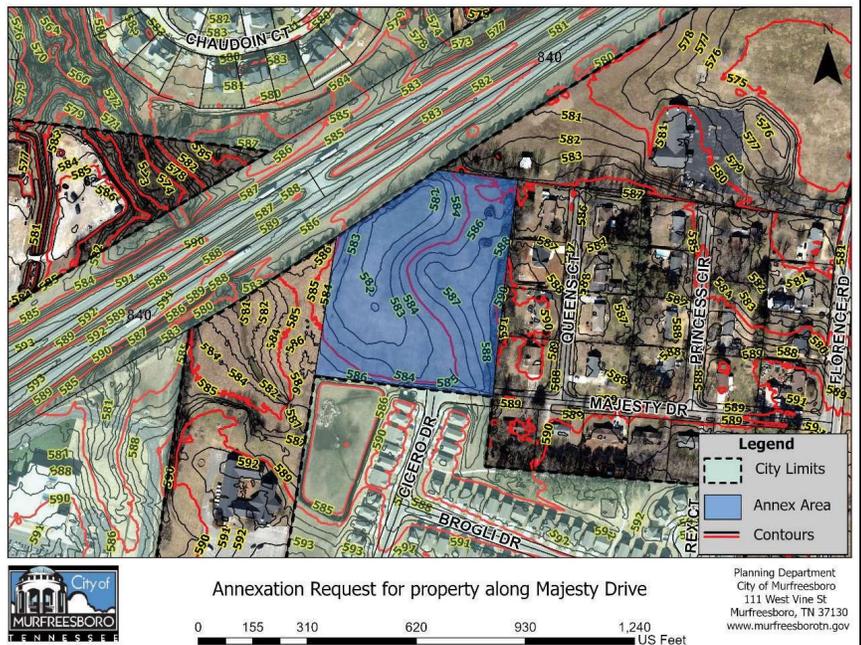
Regional Drainage Conditions

A review of the GIS contours and ortho photography indicates that most of the study area drains to a low area located on the northwest side of the property.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements will be subject to the Stormwater Utility Fee. The study area is currently vacant and will not generate revenue for the Stormwater Utility Fee in its current state.

The study area has a proposed zoning of RS-6 with 17 proposed single-family detached homes. Based on this development scenario, it is anticipated that the site will generate approximately \$663 in revenue per year into the Stormwater Utility Fund upon full build-out.



PROPERTY AND DEVELOPMENT

The further development of the property may require the dedication of right-of-way and the extension of Majesty Drive. Any work conducted within County right-of-way must receive prior approval from the County Engineer. Similarly, any work within City right-of-way must be approved by the City Engineer.

New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 3, 2025
PROJECT PLANNER: RICHARD DONOVAN**

5.b. Zoning application [2025-421] for approximately 6.41 acres located along Majesty Drive and Cicero Drive to be zoned RS-6 simultaneous with annexation, Xaiyavong Saenphansiri applicant.

Xaiyanvong Saenphansiri, the applicant, is requesting zoning the subject property simultaneous with annexation to Residential Single-family with a minimum lot size of 6,000 ft² (RS-6). The approximately 6.41-acre vacant parcel is located at the end of Majesty Drive and Cicero Drive and is identified as Tax Map 078, Parcel 016.04.

The RS-6 zoning district is intended to accommodate single-family residential development on individual lots with a minimum lot size of 6,000 square feet and a minimum lot width of 50 feet. Development within the RS-6 district requires a 35-foot front setback, a 20-foot rear setback, and 5-foot side setbacks, with a maximum lot coverage of 50%. Single-family detached dwellings are required to feature façades constructed primarily of brick, stone, or cementitious siding. The proposed rezoning would allow the 6.41-acre property to be further subdivided into approximately seventeen (17) lots, as illustrated on the accompanying concept plan.



Adjacent Land Use and Zoning

The surrounding properties are primarily residential in use with corresponding residential zoning districts, though some institutional uses are interspersed. To the north, across Interstate 840, is Shelton Square PRD, which includes detached single-family residences. Also, along the northern property line is Unity Free Will Baptist Church, located in the unincorporated County and zoned Medium Density Residential (RM). To the east is the Royal Court subdivision, a single-family residential development zoned RM in the County. To the south is Blackman Village PRD, a detached single-family residential neighborhood in a horizontal property regime. To the west is Blackman United Methodist Church, also located in the County and zoned RM.

Future Land Use Map:

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates the project area as 'Business Park' (BP), which is considered the most appropriate land use character, as indicated on the map below. The BP development style is intended to primarily generate activity from office, medical, and technology/research uses. The BP designation intended characteristics include 20–30% required open space, extensive perimeter landscaping, and enhanced entry/street designs. Development is often governed by private covenants exceeding City standards, aiming to create an attractive investment environment. Operations occur indoors with no outdoor storage, and growth is encouraged in unified, clustered corridors rather than isolated parcels. Sites generally range from 50–250 acres, with square or rectangular shapes preferred for flexibility. Adequate acreage supports future expansion, and shovel-ready infrastructure reduces costs, risks, and time to market. The Comprehensive Plan recommends OG, OG-R, CM, PCD, and PND as compatible zoning districts.

Staff believes that the 'Business Park' designation shown on the Future Land Use Map (FLUM) is an unintentional carryover from the previous FLUM, as the Blackman Village site was also identified as 'Business Park' in that prior iteration. Chapter 4 of the Comprehensive Plan, however, provides a transition policy that allows flexibility when the existing development pattern supports the expansion of a land use boundary. The Planning Commission will need to determine whether this request represents an appropriate application of the transition policy to extend the 'Auto Urban Residential' (AUR) designation for Blackman Village to the north.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



Staff recommendation:

Staff is supportive of this rezoning request for the following reasons:

1. The proposed RS-6 zoning is consistent with the adjacent residential uses, strengthening the established residential fabric and complementing the character of nearby homes.
2. The request thoughtfully applies the Comprehensive Plan's transition policy by logically extending the Auto Urban Residential designation from Blackman Village, reflecting the area's natural development trajectory.
3. The RS-6 district provides clear and predictable standards that will help facilitate high-quality single-family homes, promoting consistency with the City's long-term expectations for well-designed residential neighborhoods.
4. The property's location at the terminus of existing residential streets makes it an ideal candidate for residential infill, allowing for efficient service extension and strengthening connectivity within the broader community.

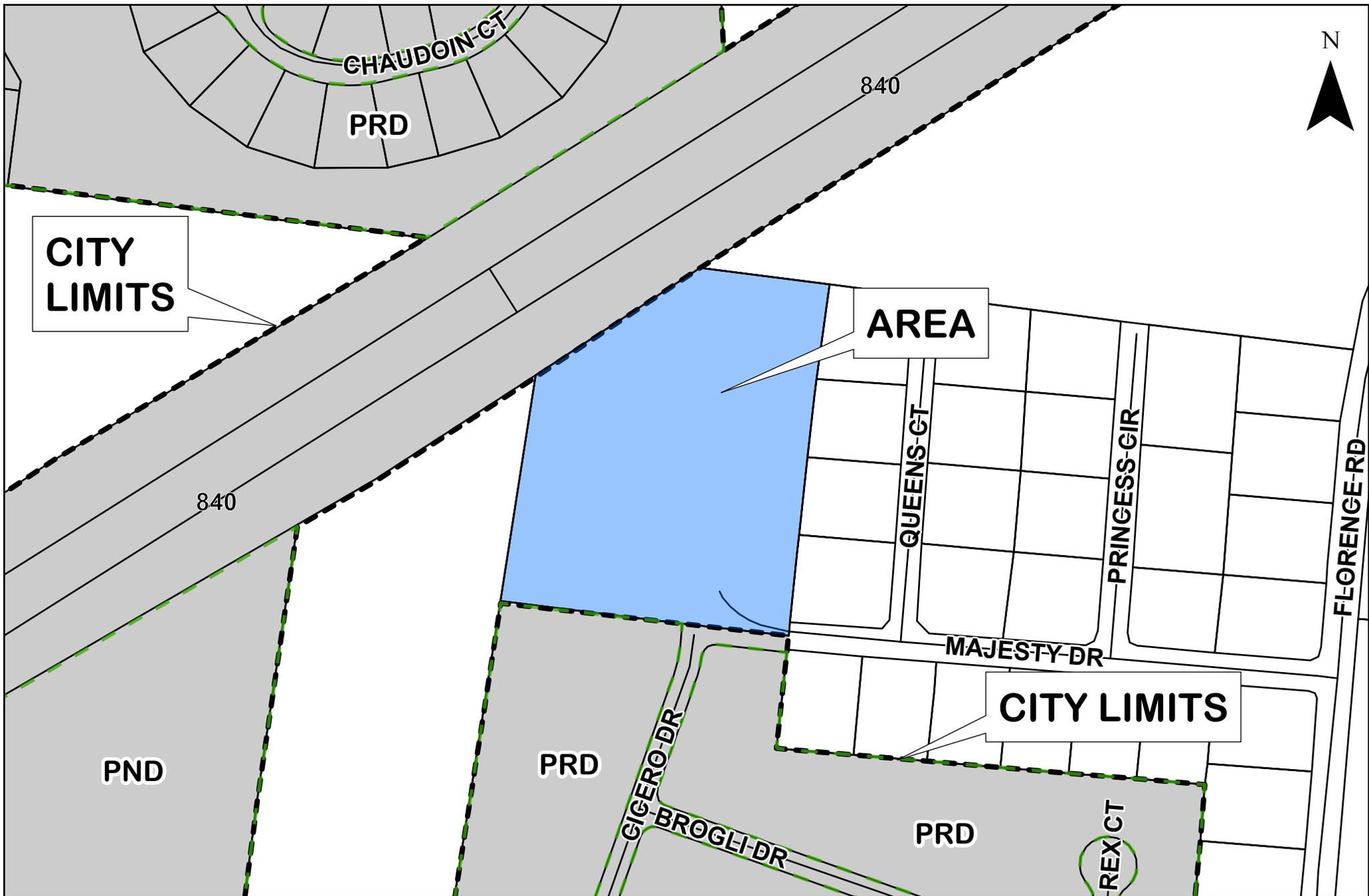
Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

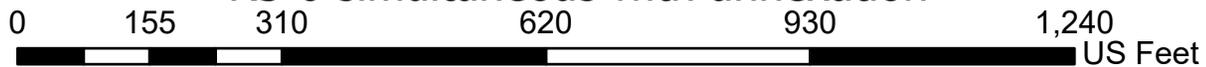
Attachments:

Ortho Map

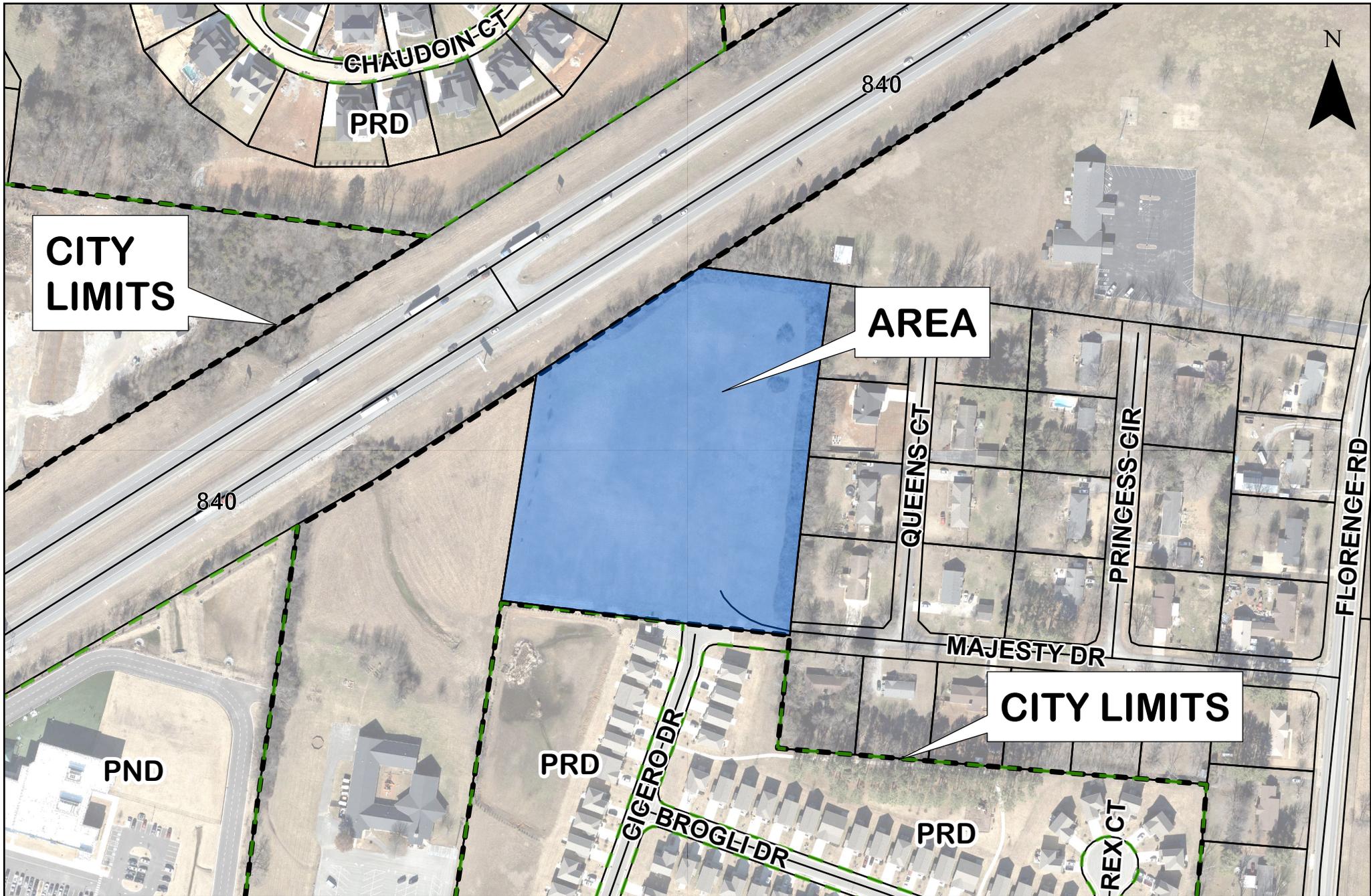
Non-ortho maps



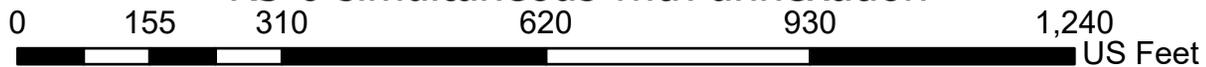
Zoning Request for property along Majesty Drive and Cicero Drive
RS-6 simultaneous with annexation



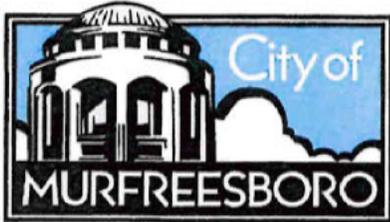
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning Request for property along Majesty Drive and Cicero Drive
RS-6 simultaneous with annexation



Planning Department
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111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



T E N N E S S E E

Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Table with 2 columns: Application Type and Fee. Includes 'Zoning & Rezoning Applications - other than rezoning to planned unit development' for \$700.00 and 'Zoning & Rezoning Applications - Planned Unit Development, initial or amended' for \$950.00.

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

- 1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Xaiyavong Saenphansiri

Address: 4743 Hammock Drive City/State/Zip: Murfreesboro, TN 37128

Phone: 615-848-4443 E-mail address: [Redacted]

PROPERTY OWNER: Xaiyavong Saenphansiri

Street Address or property description: 3148 Majesty Drive Murfreesboro, TN 37129

and/or Tax map #: 78 Group: Parcel (s): 16.04

Existing zoning classification: RM- Rutherford County

Proposed zoning classification: RS-6 - Murfreesboro Acreage: 6.41

Contact name & phone number for publication and notifications to the public (if different from the applicant): SEC Inc. - ATTN: Matt Taylor

E-mail: [Redacted]

APPLICANT'S SIGNATURE (required): [Handwritten Signature]

DATE: 9/10/2005

*****For Office Use Only*****

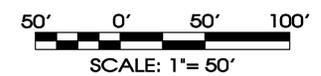
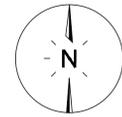
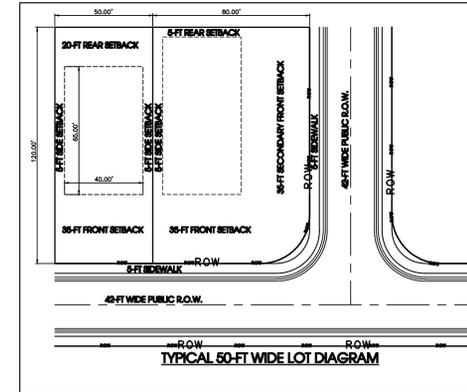
Date received: MPC YR.: MPC #:

Amount paid: Receipt #:



3148 MAJESTY DRIVE PROPERTY
CONCEPTUAL SITE PLAN

LAND USE DATA:	
EXISTING ZONING:	RM (RUTHERFORD COUNTY)
PROPOSED ZONING:	RS-6 (CITY OF MURFREESBORO)
TOTAL LAND AREA:	±6.41 ACRES
TOTAL NUMBER OF LOTS:	17 LOTS
YIELD: 17 LOTS/6.41 ACRES=	2.65 UNITS/ACRE
PROVIDED OPEN SPACE:	±0.95 AC (14.82%)
STORMWATER (DETENTION):	±1.17 AC (18.25%)
MINIMUM LOT SIZE:	6,000 SF
MINIMUM LOT WIDTH AT ROW:	50 FEET
TYPICAL LOT SIZE:	50 FEET WIDE X 120 FEET DEEP
LENGTH OF NEW ROADWAY:	±1,015 LF



SITE ENGINEERING CONSULTANTS
 ENGINEERING • SURVEYING • LAND PLANNING
 LANDSCAPE ARCHITECTURE
SEC, Inc.
 850 MIDDLE TENNESSEE BOULEVARD
 MURFREESBORO, TENNESSEE 37129
 PHONE: (615) 890-7901 WWW.SEC-CIVIL.COM FAX: (615) 895-2567
 NO PORTION OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF SEC, INC. ©2025



3148 Majesty Drive
 Rutherford County, TN

REVISIONS:	
DRAWN: KMG	
DATE: 09-10-2025	
CHECKED: BPG	
FILE NAME: 25356	
SCALE: 1" = 50'	
JOB NO. 25356	
SHEET: CP 'A'	

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Chair
Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT

Darren Gore, City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Stephen Anthony, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the November 19, 2025 Planning Commission regular meeting.

Mr. Tristan Carroll made a motion to approve the minutes of the November 19, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

Mr. Shawn Wright made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-421] for approximately 6.41 acres located along Majesty Drive and Cicero Drive to be zoned RS-6 simultaneous with annexation, Xaiyavong Saenphansiri applicant. Mr. Richard Donovan presented the Staff Comments regarding

this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) was in attendance representing the application.

Chair Ken Halliburton opened the public hearing.

Mr. Tracy Faulk, 2808 Queens Court – expressed concern regarding drainage and reiterated his desire that the developer preserve the existing tree line and that he would like privacy fencing adjacent to his property.

Chair Ken Halliburton closed the public hearing.

Mr. Matt Taylor explained how stormwater would be managed. He also mentioned that fences on the individual residential lots would be the homeowner's choice. Mr. Richard Donovan stated there is not a buffer yard or a fence requirement between single-family residential developments.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

There being no further discussion, Mr. Bryan Prince made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Annexation petition and plan of services [2025-507] for approximately 10.3 acres located along Elam Road, including approximately 1,200 linear feet of Elam Road right-of-way, Kentucky-Tennessee Conference Association of Seventh Day Adventists, Inc. and the City of Murfreesboro applicants. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing.

Pastor Brian Milano, 2815 Elam Road – spoke on behalf of the school and the teachers who are in support of this request; he said that the school is growing and there is a need for more space.

Chair Ken Halliburton closed the public hearing.

Mr. Shawn Wright made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

ORDINANCE 26-OZ-03 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 6.41 acres along Majesty Drive and Cicero Drive as Single-Family Residential Six (RS-6) District, simultaneous with annexation; Xaiyavong Saenphansiri, applicant [2025-421].

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 Single-Family Residential Six (RS-6) 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:

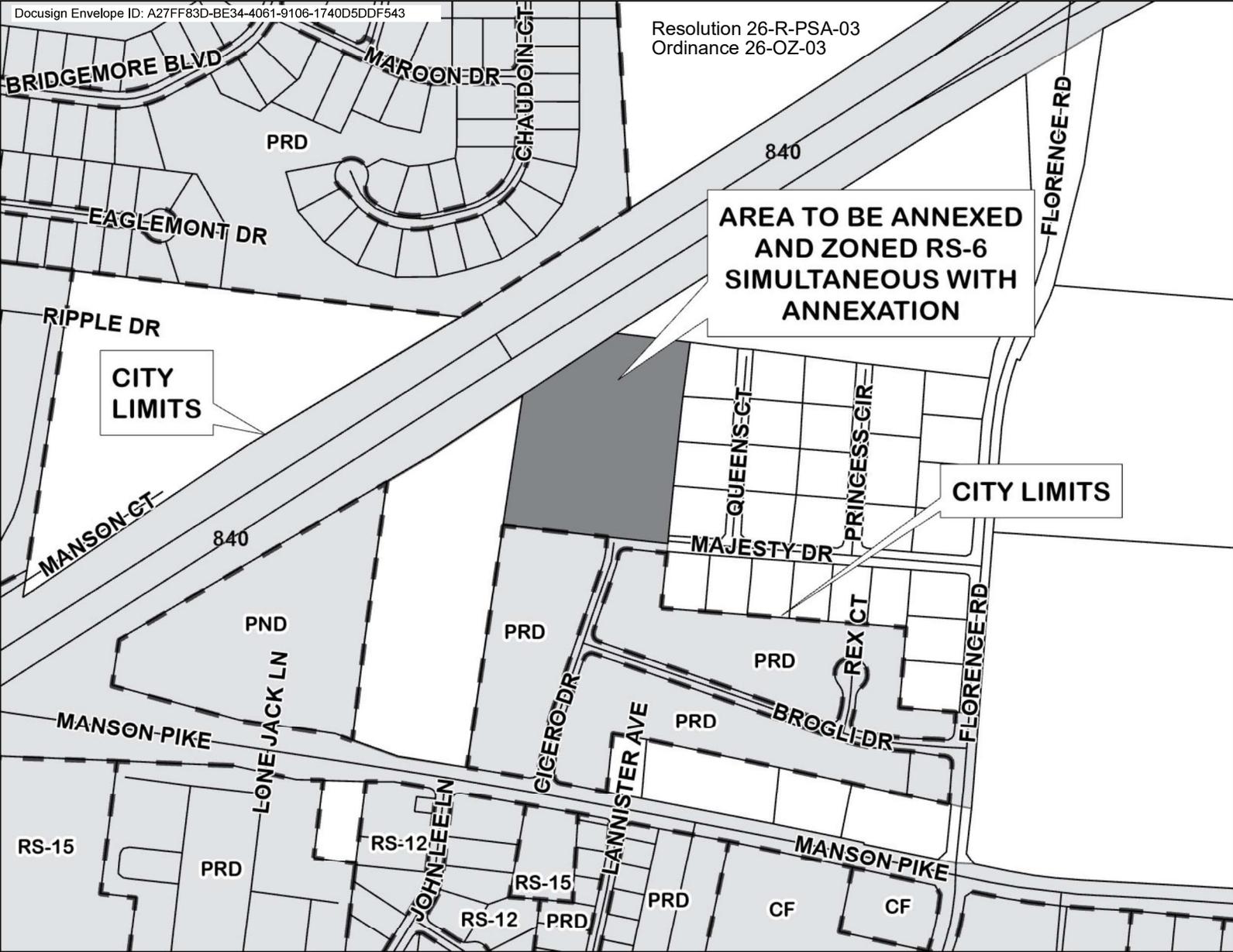
APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

43A2038E51F9401...
Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Plan of Services and Annexation for property along Elam Road
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider annexation of approximately 10.3 acres located along Elam Road, including three parcels and an approximately 1,200'-long segment of Elam Road right-of-way.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and annexation.

The Planning Commission recommended approval of the plan of services and annexation on December 3, 2025.

Background Information

The Kentucky-Tennessee Conference Association of Seventh Day Adventists initiated an annexation petition [2025-507] for approximately 10.3 acres located along the east side of Elam Road. The City developed its plan of services for this area. During its regular meeting on December 3, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

Approval of the annexation request will help facilitate the expansion of an existing institutional use. Institutional uses, such as places of worship, community facilities, and schools, are essential elements of a growing, vibrant community.

Expand Infrastructure

The applicant has requested annexation in order to gain access to City sanitary sewer in order to expand the existing use. The extension of sewer to this property will likely assist in the further extension of sanitary sewer south along Elam Road, creating additional development opportunities.

Attachments:

1. Resolution 26-R-PSA-04
2. Maps of the area
3. Planning Commission staff comments from the 12/03/2025 meeting
4. Planning Commission minutes from 12/03/2025 meeting
5. Plan of Services
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 3, 2025
PROJECT PLANNER: HOLLY SMYTH**

5.c. Annexation petition and plan of services [2025-507] for approximately 10.3 acres located along Elam Road, including approximately 1,200 linear feet of Elam Road right-of-way, Kentucky-Tennessee Conference Association of Seventh Day Adventists, Inc. and the City of Murfreesboro applicants.

Kentucky-Tennessee Conference Association of Seventh Day Adventists, Inc., represented by Arnold Consulting Engineering Services, Inc., has submitted a petition requesting annexation for its two parcels into the City of Murfreesboro. In addition, the City of Murfreesboro has submitted a petition for its adjacent parcel located to the south. The subject area includes three (3) parcels along the east side of Elam Road near the proposed Distribution Drive extension. The two church parcels, generally referred to as 2815 Elam Road, contain the sanctuary, school buildings, parking, and ancillary greenhouse and maintenance buildings. The City property is vacant.

The annexation study area also includes approximately 1,200 linear feet of Elam Road right-of-way (ROW), as shown on the attached maps. The Rutherford County Highway Commission reviewed and consented to the annexation of the right-of-way of Elam Road at its October 2, 2025 meeting.

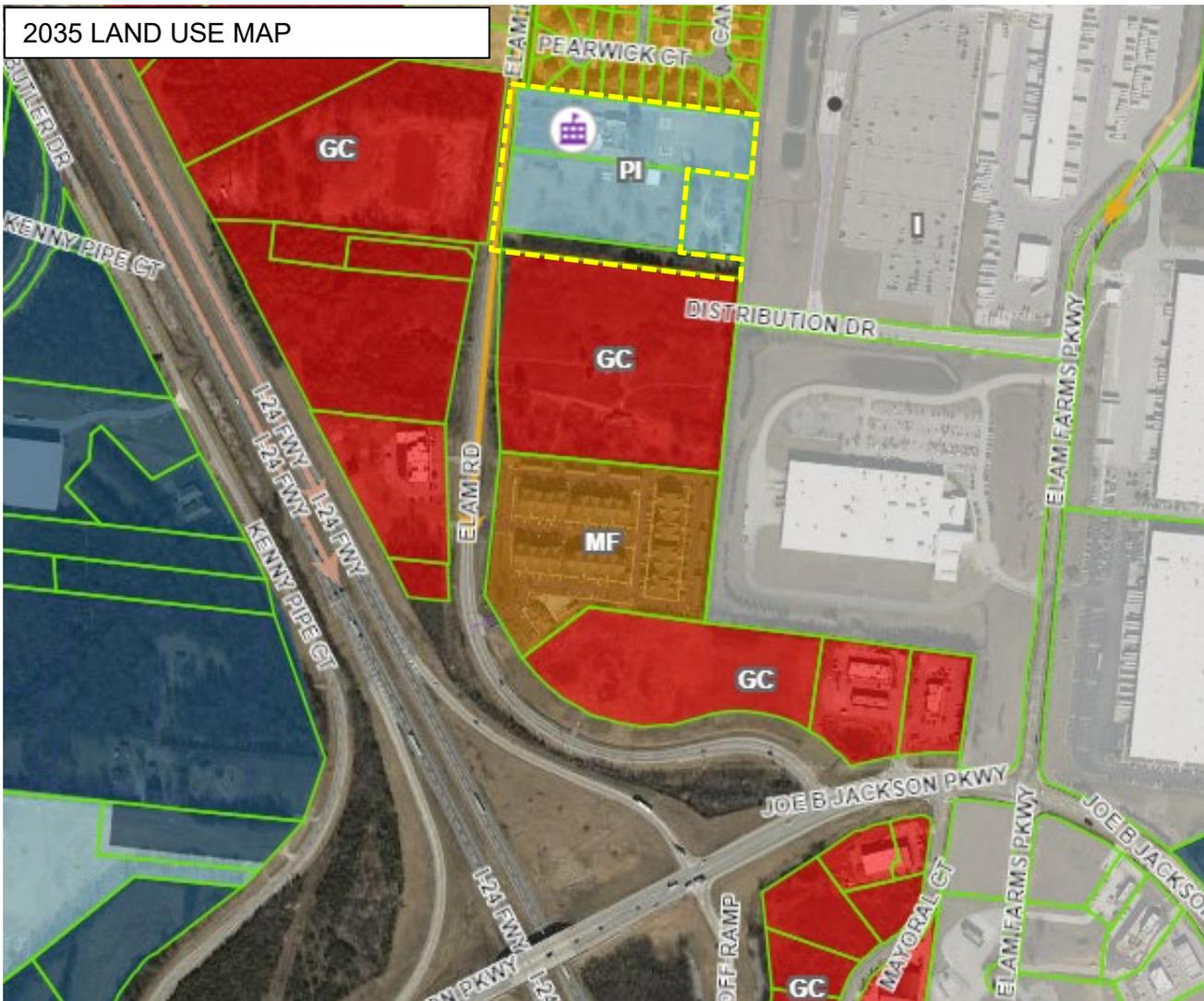
The total annexation study area contains approximately 10.3 acres and includes the following:

- Tax Map 126, Parcel 32.01 (approximately 3.4 acres)
- Tax Map 126, Parcel 32.03 (approximately 3.5 acres)
- Tax Map 126, Parce 50.50 (approximately 1.13 acres)
- Approx. 1,200 linear feet of Elam Road ROW (approx. 2.3 acres)

The annexation study area is located within the Urban Growth Boundary as well as within the Infill Service Area. In addition, it is contiguous to the existing City limits on its north, east, and south sides.

The church/school parcels are designated as "Public / Private/ Institutional (PI)" on the adopted Murfreesboro 2035 Comprehensive Plan Future Land Use Map, while the City-owned parcel lacks a future land use classification. An excerpt from the future land use map can be found below. All three parcels are currently zoned RM (Medium-Density Residential) in the unincorporated County. No simultaneous request to zone the property has been made with the annexation petition and, therefore, an interim zoning classification of RS-15 (Single-Family Residential District) would be automatically assigned upon annexation over all 3 properties. All existing uses on the property would be allowed to continue under the RS-15 zoning. However, all future uses or expansions to existing uses would be required to comply with the City's zoning regulations.

2035 LAND USE MAP



The development of the City-owned parcel in the study area and the vacant parcel to the south at 2917 Elam Road will allow for the future extension of Distribution Drive. This roadway connection will allow motorists on Elam Road to traverse over to Elam Farms Parkway and to a signalized intersection at Joe B Jackson Parkway. Additionally, staff is currently reviewing another potential annexation and zoning that would extend Elam Farms Parkway, upon development, from its existing northern terminus close to Distribution Drive and connect back to Manchester Pike. This extension of Elam Farms Parkway is on the City's 2040 Major Transportation Plan (MTP). A portion of the Elam Farms Parkway roadway is being constructed with the Manchester Farms apartment project currently under construction at 3150 Manchester Pike.

Staff has prepared a Plan of Services for the proposed annexation, which has been provided to the Planning Commission in the agenda packet. It demonstrates how services can be provided to the subject property upon annexation. No significant difficulties in providing services to the property as it exists today are identified in the plan of services. However, sanitary sewer service, at the expense of the property owner or developer, would need to be extended into the church site when new development occurs with proper abandonment of the existing septic system.

Staff Recommendation:

Staff supports the subject annexation for the following reasons:

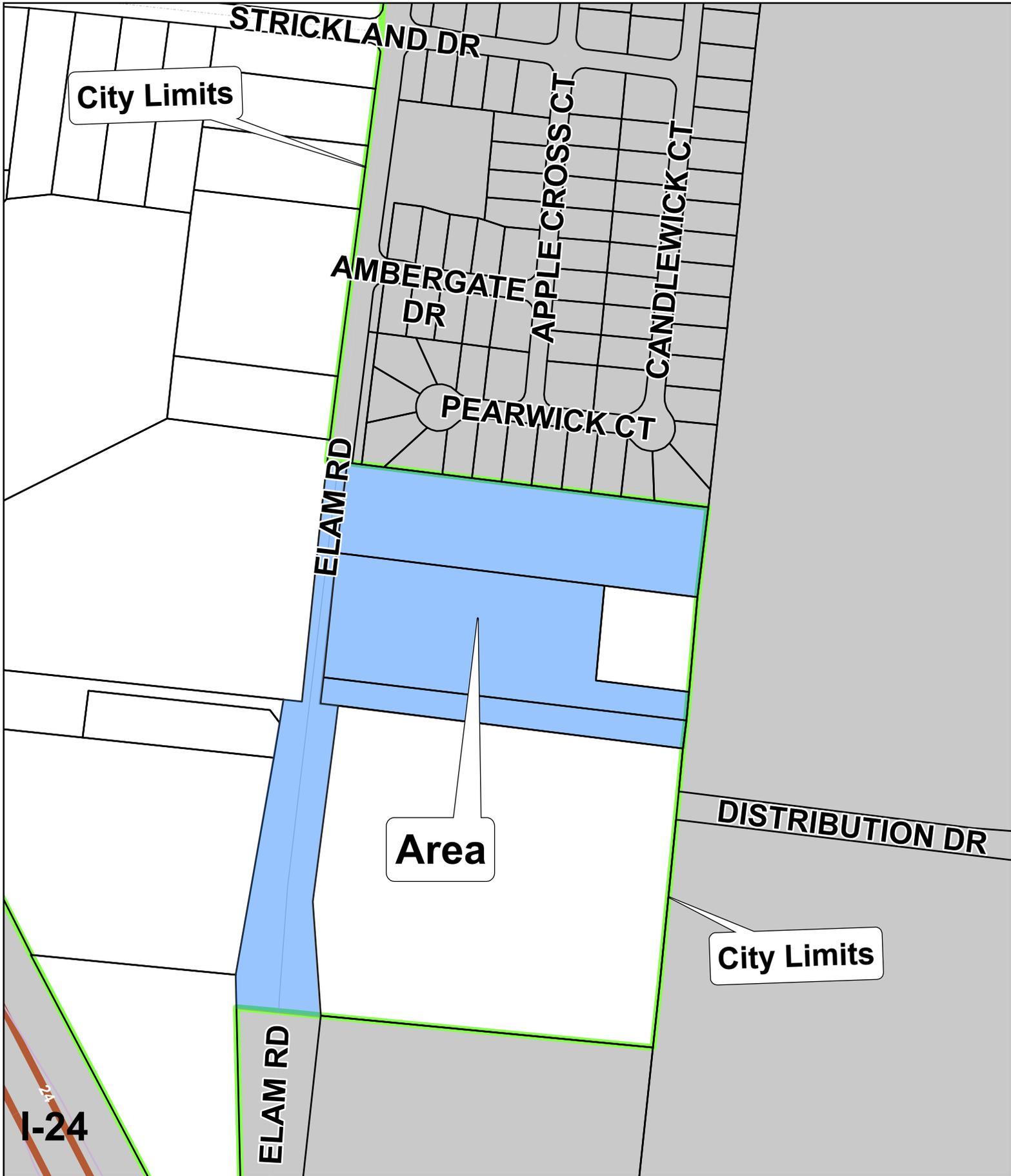
- 1) Annexation of these properties in the City, as well as their future development, may help create potential opportunities for the extension of Distribution Drive that would tie back to Elam Farms Parkway and signalized intersections at Joe B Jackson Parkway or in the future at Manchester Pike consistent with the 2040 Major Transportation Plan.
- 2) The area is within the adopted Service Infill Line as well as the City's Urban Growth Boundary. It is also contiguous with the existing City limits.
- 3) Annexation of the subject parcels in their current state will not pose any issues for delivery of services, especially given existing City services are already being provided directly to the north of the site as well as a short distance to the south along Elam Road.

Action Needed:

The applicant will be available at the Planning Commission meeting to discuss this proposed annexation petition and plan of services. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation to City Council.

Attachments:

- Ortho Map
- No Ortho Map
- Owner Annexation petition, survey map & deeds
- City of Murfreesboro Annexation petition & exhibits
- Consent for annexation of public ROW
- Plan of Service



Annexation request for property along Elam Road

Planning Department
 City of Murfreesboro
 111 West Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Annexation request for property along Elam Road

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111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Arnold Consulting Engineering Services, Inc.

P.O. Box 1338
Bowling Green, KY 42102

1136 South Park Drive, Suite 201
Bowling Green, KY 42103

Phone (270)780-9445
Fax (270)780-9873

Holly Smyth
Principal Planner
City of Murfreesboro
Planning Department
111 W. Vine Street
Murfreesboro, TN 37133

RE: Kentucky-TN Conf. Association Seventh Day Adventist Annexation

Mrs. Smyth

As the applicant's representative we are formally requesting annexation for the following unincorporated parcels into the City of Murfreesboro TN:

Parcel - 126-032.01-000 – 2815 Elam Road Murfreesboro, TN 37127 – Approximately 3.4 Acres

Parcel - 126-032.03-000 – Elam Road Murfreesboro, TN 37127 – Approximately 3.5 Acres

Our proposal for annexation is for the purpose of building a school expansion of their existing facilities. A Detailed boundary survey will be provided depicting the parcels above. Should you have any questions related to the above request you can reach me at 270-780-9445.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Whitley', is written over a horizontal line.

Daniel Whitley
Project Manager
Arnold Consulting
Engineering Services Inc.

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. Kentucky-Tennessee Conference Association of Seventh-day Adventists Inc
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Silke Hubbard, Secretary Status: _____ Date: July 28, 2025
Silke Hubbard, Secretary
Po Box 1088, Goodlettsville, TN 37070-1088

Mailing Address (if not address of property to be annexed)

2. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

CORPORATE RESOLUTION

We hereby certify that at a meeting of the Board of Trustees of the Kentucky-Tennessee Conference Association of Seventh-day Adventists, Inc. a corporation organized and existing under and by virtue of the laws of the State of Tennessee, held on June 17, 2025 at which said meeting a quorum was present and acting throughout, the following resolution was adopted and ever since has been and now is in full force and effect:

"Resolved, that the President, or the General Vice-President or the Vice-President for Finance, or the Secretary, or the Associate Treasurer of this Corporation be; and they hereby are fully authorized and empowered to buy and sell certificates of deposits and other similar investment instruments within the guidelines of the North American Division of Seventh-day Adventists, to open checking, savings and brokerage accounts, to transfer, endorse, sell, assign and deliver any and all shares of stocks, bond debentures, notes, evidences of indebtedness or other securities now or hereafter standing in the name of or owned by this corporation, to buy or sell real estate, to sign all deeds, conveyances, mortgages, deeds of trust, powers of attorney, annuity agreements, trust instruments of all types, and other instruments of similar character and import and to make, execute, and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred."

We further certify that the authority hereby conferred is not inconsistent with the Charter or By-Laws of this Corporation and that the following is a true and correct list of the officers of this corporation as of the present date.

- President: Steve Haley
General Vice-President: Mike Hewitt
Vice-President for Finance: Brian Hamilton
Secretary: Silke Hubbard
Associate Treasurer: Marco Jimenez

Witness our hands on this the 17th day of June, 2025.

Signature of Steve Haley, President

Attest: Signature of Mike Hewitt, General Vice President

Attest: Signature of Brian Hamilton, Vice President of Finance

Attest: Signature of Silke Hubbard, Secretary

Attest: Signature of Marco Jimenez, Associate Treasurer

STATE OF TENNESSEE
DAVIDSON COUNTY

Before me, Karina Garcia, a Notary Public within and for the State and County aforesaid, personally appeared Steve Haley, Mike Hewitt, Brian Hamilton, Silke Hubbard, Marco Jimenez, with whom I am personally acquainted, and who upon their several oaths acknowledged themselves to be the President, General Vice-President, Vice President for Finance, Secretary and Associate Treasurer respectively, of the Kentucky-Tennessee Conference Association of Seventh-day Adventists, Inc. the within named bargainer, a corporation, and that they as such President, General Vice-President, Vice President for Finance, Secretary, and Associate Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Steve Haley as such President, and attesting the same by the said Mike Hewitt, as such General Vice President, and the said Brian Hamilton, as such Vice President of Finance, and the said Silke Hubbard, as such Secretary, the said Marco Jimenez, as such Associate Treasurer.

Witness my hand and official seal at office at 850 Conference Drive, Goodlettsville, Tennessee on this 17th day of June, 2025.

Signature of Karina Garcia, Notary Public
My commission expires: 5/9/2026



MURFREESBORO, RUTHERFORD CO., TN

SITE

VICINITY MAP
(N.T.S.)

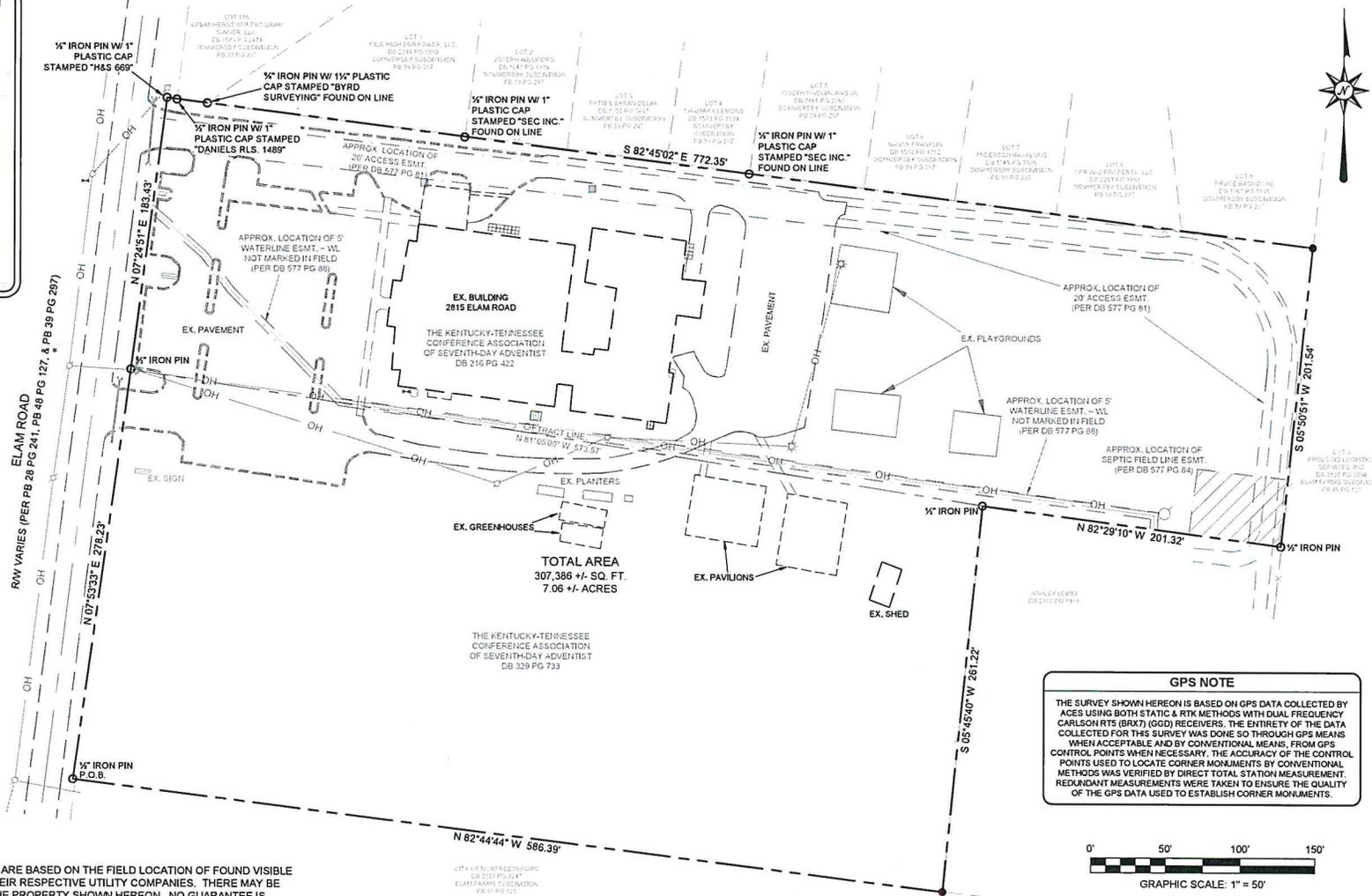
LEGEND

- IRON PIN FOUND
- IRON PIN SET
- + ANCHOR
- ○ ○ ○ ○ UTILITY POLE
- ○ ○ ○ ○ SIGNAL POLE
- ELECTRIC BOX
- ELECTRIC METER
- GAS VALVE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- LAMP POLE
- BSBL BUILDING SET BACK LINE
- ESOL EACH SIDE OF LINE
- PUE PUBLIC UTILITY EASEMENT
- FFE FINISHED FLOOR ELEVATION

- PROPERTY LINE
- - - SETBACK LINE
- - - EASEMENTS
- - - LOT LINE ABANDONED
- - - CENTERLINE
- OH OVERHEAD UTILITIES
- x FENCE LINE
- DRAINAGE ESMT.

GENERAL NOTES

1. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE BASED ON THE FIELD LOCATION OF FOUND VISIBLE STRUCTURES OR AS FLAGGED OR MARKED BY THEIR RESPECTIVE UTILITY COMPANIES. THERE MAY BE OTHER UNDERGROUND UTILITIES LOCATED ON THE PROPERTY SHOWN HEREON. NO GUARANTEE IS EXPRESSED OR IMPLIED TO THE ACTUAL LOCATION OF SAID UTILITIES.
2. THE PROPERTY SHOWN HEREON IS SUBJECT TO: ANY AND ALL LEGAL EASEMENTS AND RIGHT-OF-WAYS RECORDED AND UNRECORDED, INCLUDING BUT NOT LIMITED TO THOSE SHOWN HEREON; ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH
3. A BOUNDARY SURVEY DOES NOT DETERMINE LAND OWNERSHIP, A PROFESSIONAL LAND SURVEYOR ONLY PROVIDES AN OPINION OF PREVIOUSLY DESCRIBED BOUNDARY LINES WHICH MAY OR MAY NOT BE UPHOLD BY A COURT OF LAW. UNWRITTEN RIGHTS MAY OR MAY NOT EXIST ON SUBJECT PROPERTY
4. THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL LEGAL EASEMENTS AND RIGHT-OF-WAYS RECORDED AND UNRECORDED, INCLUDING BUT NOT LIMITED TO THOSE SHOWN HEREON.
5. ALL IRON PINS SET ARE 1/2" X 18" PINS SET WITH 1" YELLOW PLASTIC CAP STAMPED "J. ARNOLD RLS 2526" UNLESS OTHERWISE NOTED
6. AT THE TIME OF THE RECORD RESEARCH CONDUCTED FOR THIS SURVEY, THE SUBJECT PROPERTY'S PHYSICAL ADDRESS WAS 2815 ELAM ROAD.
7. THE DATUM FOR THIS SURVEY IS GRID NORTH AS ESTABLISHED BY TENNESSEE STATE PLANE COORDINATES, ZONE 4100. THE VERTICAL DATUM FOR THIS SURVEY IS NAVD 88 AS OBTAINED FROM STATIC OPUS OBSERVATION.



GPS NOTE

THE SURVEY SHOWN HEREON IS BASED ON GPS DATA COLLECTED BY ACES USING BOTH STATIC & RTK METHODS WITH DUAL FREQUENCY CARLSON R1TS (BRX7) (G0D) RECEIVERS. THE ENTIRETY OF THE DATA COLLECTED FOR THIS SURVEY WAS DONE SO THROUGH GPS MEANS WHEN ACCEPTABLE AND BY CONVENTIONAL MEANS, FROM GPS CONTROL POINTS WHEN NECESSARY. THE ACCURACY OF THE CONTROL POINTS USED TO LOCATE CORNER MONUMENTS BY CONVENTIONAL METHODS WAS VERIFIED BY DIRECT TOTAL STATION MEASUREMENT. REDUNDANT MEASUREMENTS WERE TAKEN TO ENSURE THE QUALITY OF THE GPS DATA USED TO ESTABLISH CORNER MONUMENTS.



PARCEL OWNER, ADDRESS, AND SOURCE OF TITLE

THE KENTUCKY-TENNESSEE CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS
P. O. BOX 459
MADISON, TN 37115
DEED BOOK 329 PAGE 733
DEED BOOK 216 PAGE 422

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE URBAN (CATEGORY I) SURVEY SHOWN HEREON WAS COMPLETED ON SEPTEMBER 9, 2025 AND WAS PERFORMED UNDER MY DIRECTION USING APPROPRIATE GPS METHODS FOR MEASURING RECOVERED MONUMENTS AND ESTABLISHING SURVEY CONTROL AND/OR BY THE METHOD OF RANDOM TRAVERSE. THE UNADJUSTED MATHEMATICAL ERROR OF CLOSURE OF THE TRAVERSE AND THE THEORETICAL UNCERTAINTY OF THE CORNERS ESTABLISHED MEET OR EXCEED THE SPECIFIED TOLERANCES SET FORTH BY THE RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0800-03 - STANDARDS OF PRACTICE. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE NOT BEEN ADJUSTED FOR CLOSURE AND ARE BASED ON GRID NORTH AS ESTABLISHED BY TN STATE PLANE COORDINATES (ZONE 4100, GCS03 18), TAKEN FROM STATIC GPS OBSERVATION

Jeff Arnold
JEFF ARNOLD, RLS # 2528
11-25-2025
DATE



BOUNDARY SURVEY OF THE KENTUCKY-TENNESSEE CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, INC. PROPERTY

KENTUCKY-TENNESSEE CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, INC.
P. O. BOX 459
MADISON, TN 37115

DRAWN BY: L. CONWAY	DATE: 11-06-2025	SCALE: 1" = 50'
CHECKED BY: J. ARNOLD	PROJECT NUMBER: 25-1008-L	

PREPARED BY:

ARNOLD CONSULTING ENGINEERING SERVICES, INC.
P.O. BOX 1338 BOWLING GREEN, KY 42101
PHONE (270) 780-9445

**WRITTEN CONSENT
TO ANNEXATION BY THE CITY OF MURFREESBORO**

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby consent(s) to the annexation of such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. City of Murfreesboro (Darren Gore)
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Darren Gore Status: City Manager Date: 9/8/25

111 W. Vine St. ; Murfreesboro, TN 37130
Mailing Address (if not address of property to be annexed)

2. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes
Power of Attorney applies and is attached: _____ Yes _____ No

**GIS Exhibit attached for
Tax Map 126, Parcel 50.50*



2808

2205 PEARWICK CT 2743

2208 2220 2232 2747

2212 2240 2244



Murfreesboro
Seventh Day
Adventist
Christian School

2819

2910

ELAM RD

DISTRIBUTION DR

2917

2927

2942

ELAM RD

2945 Apt # 103 2945 Apt # 103 2945
 2945 Apt # 324 2945 Apt # 317
 Apt # 101 Apt # 324 Apt # 321
 Apt # 321

PRIVATE ST PRIVATE ST PRIVATE ST



GreshamSmith.com

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100

FINAL PLAT
ELAM FARMS SUBDIVISION,
RESUBDIVISION OF LOT 3

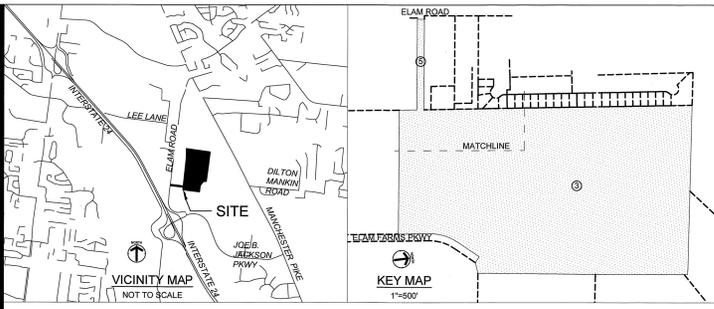
FOR
PROLOGIS, L.P.
6650 Telecom Drive, Ste. 250
Indianapolis, IN 46278



Source of North
TNSPCS ZONE 4100 (NAD 83)
PLAT CABINET 28, PAGE 241,
R.O.R.C., TN
1 Inch = 100 Feet

Date of recording: June 23rd 2021
Time of recording: 10:07 AM
Plat book/Record Book: 45
Page: 128-129

Table with 2 columns: Item, Description. Includes items like Number of Sections, Registered Subdivider, etc.



- General Notes
1. The purpose of this plat is to create 2 lots of record, an accessory lot to Lot 3, and to dedicate right of way and easements as shown.
2. The recording of this plat voids, vacates and supercedes Lot 3 on the Final Plat Resubdivision of Lot 3 Elam Farms Phase 1 Plat of record in Plat Book 37, Page 230, R.O.R.C., TN.
3. Distances shown were measured by electronic measuring equipment and have been adjusted for temperature.
4. The southeast corner of the property is 1390'-4" from the approximate centerline intersection of Joe B. Jackson Parkway and Elam Farms Parkway.
5. The property shown is not included in areas designated as "Special Flood Hazard" on the most current flood insurance map available to this office being panel no. 47149C0202H. Effective date: January 5, 2007.
6. The subject property has direct access to public right-of-way.
7. No existing (including utilities) or proposed improvements are shown on this plat.
8. This is an integrated site plan subdivision plat for Elam Farms Lot 3.
9. Property is within the Buchanan/Elam assessment district.
10. 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 casing 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.
11. The accessory lot depicted on this plat may only be transferred with Lot 3. The accessory lot cannot be transferred independently of Lot 3. The owner of Lot 3 is responsible for the maintenance of the accessory lot. The accessory lot may only be sold separately if a subdivision plat, duly approved by the City of Murfreesboro, is recorded creating the accessory lot as a separate lot of record with a separate lot number. The above is a binding restriction placed on the property depicted on this plat.
12. This plat provides an electric easement & P.U.D.E. for electrical utilities not in public right-of-way as shown hereon.
Overhead-40 R, 10' (2' either side of nearest power pole)
Down Guys-5 x 1/8 x 30'
Underground-20 R x total underground reach length
13. An amendment plat or survey maps and bounds description with exhibit may be required to dedicate any necessary easements with the development of lots 3 and 5 once construction is complete.

Site Information
Tax Map 126, Parcel 50.14
Civil District - 18
Current Zoning - LI (Light Industrial District-per CCM GIS)
Current Owner - Prologis, L.P.
6650 Telecom Drive, Ste.250
Indianapolis, IN 46278
Owner Document - Book 1858, Page 3641, R.O.R.C., TN

DEDICATION
ELAM FARMS PARKWAY & DISTRIBUTION DRIVE
TYPED AND SIGNED BY:
[Signature]

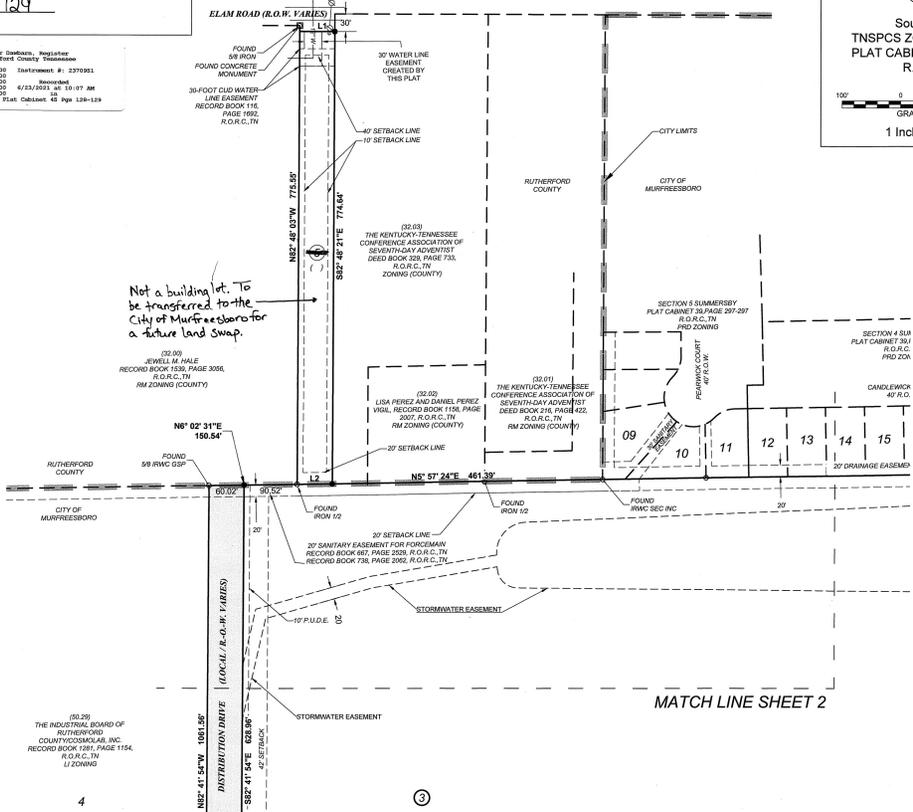
Table with 2 columns: Description, Area. Includes LOT 3 (3,249,148 SQ FT / 74.59 AC), ELAM FARMS PARKWAY DEDICATION (46,531 SQ FT / 1.07 AC), DISTRIBUTION DRIVE DEDICATION (68,911 SQ FT / 1.58 AC), ACCESSORY LOT TO LOT 3 (5,224 SQ FT / 0.12 AC), TOTAL PLAT AREA (3,382,463 SQ FT / 77.65 AC)

Line Table
Table with 3 columns: Line #, Direction, Length. Lists lines L1 through L9 with bearings and distances.

Curve Table
Table with 5 columns: Curve #, Length, Radius, Delta, Chord Direction, Chord Length. Lists curves C1 and C2.

LEGEND
Table with 2 columns: Symbol, Description. Lists symbols for Gas Meter, Sewer Manhole, Property Line, etc.

UTILITY DISCLAIMER:
Gresham Smith/Land surveyor does not guarantee accuracy of underground utility locations. Underground utilities shall not be relied upon without verification from proper utility authority having jurisdiction. Gresham Smith has not physically located the underground utilities, above grade and underground utilities shown were taken from visible exposures at the site, public records and/or maps prepared by others. Gresham Smith makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. Gresham Smith further does not warrant that the underground utilities are in the exact location indicated. Therefore reliance upon size and location of utilities shown shall be done so with this circumstance considered. Detailed verification of existence, location and depth must be made prior to any decisions relative thereto are made. Availability and cost of service should be confirmed with the appropriate utility authority. In Tennessee, it is a requirement, per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owners, no less than three (3) or more than ten (10) working days prior to the date of their intent to excavate, and also to avoid any possible hazard or conflict. TENNESSEE ONE CALL 811.



Certificate of Approval for Recording
I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Murfreesboro, Tennessee with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Rutherford County Register Of Deeds provided that it is so recorded within one year of this date.
Date: 6-20-2021
[Signature]
Planning Commission Secretary

Certificate of Survey
I hereby certify that this is a category 1 survey and the proportion of precision of the unadjusted survey is 1:10,000 as shown hereon. I also certify that the monuments have been or will be placed as shown hereon to the specifications of the City Engineer.
Date: 5/18/21
[Signature]
Surveyor: Christopher L. Goetz, TN RLS 2960
[P] 615.770.8667
[E] chris.goetz@greshamsmith.com

Certificate of Approval for Electric Power
Middle Tennessee Electric Membership Corporation (MTEMC) will provide electric service to the subject property according to the normal operating practices of MTEMC as defined in the rules and regulations, bylaws, policy bulletins and operational bulletins of MTEMC, and in accordance with the plat approval checklist, tree planting guidelines and other regulations contained on the MTEMC website at www.mtemc.com (collectively the "Requirements"). No electric service will be provided until MTEMC's Requirements have been met and approved in writing by an authorized representative of MTEMC's. Any approval is at all times, contingent upon continuing compliance with MTEMC's Requirements.
Date: 5/18/2021
[Signature]
Middle Tennessee Electric Membership Corp.

Certificate of Ownership and Dedication
I (we) hereby certify that I am (we are) the Owner(s) of the property shown and dedicate all streets, alleys, walks, and utilities therein, parts and other open spaces to public or private use as noted.
Date: 5-20-21
[Signature]
Miss Carolee
VP - Project Management
Prologis, L.P.

Certificate of Approval of Streets and Drainage
I hereby certify that (1) the streets, drainage structures, drainage improvements, and stormwater quality controls for the subdivision shown hereon have been installed in accordance with city specifications, or (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion.
Date: 5-28-2021
[Signature]
Katie Rouse
City Engineer

Certificate of Approval of Water Systems Located in the Water Service Jurisdiction of Consolidated Utility District of Rutherford County
I hereby certify that: (1) the water lines and appurtenances for the water system of the subdivision shown hereon have been installed in accordance with city codes and specifications, or the specifications of the Tennessee Utility District of Rutherford County if they are more stringent, and the Tennessee Department of Environment and Conservation, Community Public Water Systems Design Criteria, or (2) that a Surety for these improvements has been posted with the Consolidated Utility District of Rutherford County to assure completion of same.
Date: 5/24/2021
[Signature]
Consolidated Utility District Official

Certificate of Approval for Recording
I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Rutherford County Tennessee, with the exception of such variances, if any, as noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Registrar.
Date: 6-23-21
[Signature]
Planning Director (Rutherford County)

Certificate of Approval of Sewer Systems
I hereby certify that (1) the sewer lines and appurtenances for the sewer system of the subdivision shown hereon have been installed in accordance with city codes and specifications and the requirements of the Tennessee Department of Environment and Conservation, Design Criteria for Sewage Works; (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same; or (3) that a subsurface sewage system will be permitted subject to the approval of the Rutherford County Health Department.
Date: 5/21/21
[Signature]
Murfreesboro Water and Sewer Official



This sheet has been signed, sealed, and dated digitally.

Revision table with columns: No., Date, Description. Includes one revision entry.

SHEET TITLE: PLAT SHEET
SHEET NO.: 01
PROJECT: 44314.00
DATE: 0518.2021

2020-2043 (1 of 2)

Consent for Annexation of Public Right-of-Way by the City of Murfreesboro

The City of Murfreesboro, Tennessee has initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes that segment of Elam Road from the northern boundary of 2815 Elam Road (Tax Map 126, Parcel 032.01) to the northern boundary of 2945 Elam Road (Tax Map 126, Parcel 032.04), totaling approximately 1,200 linear feet (“County Right-of-Way”), such section being a portion of the prescriptive/platted right-of-way for Elam Road shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on October 2, 2025 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 2 day of October 2025.

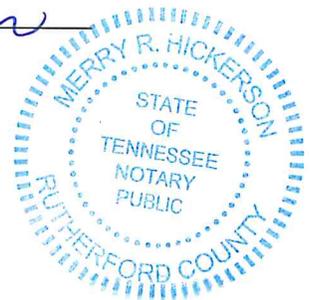


Greg Brooks
Rutherford County Road Superintendent

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 2 day of October, 2025


NOTARY PUBLIC

My Commission Expires: 4-15-2028



MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Chair
Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT

Darren Gore, City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Stephen Anthony, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the November 19, 2025 Planning Commission regular meeting.

Mr. Tristan Carroll made a motion to approve the minutes of the November 19, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

There being no further discussion, Mr. Bryan Prince made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Annexation petition and plan of services [2025-507] for approximately 10.3 acres located along Elam Road, including approximately 1,200 linear feet of Elam Road right-of-way, Kentucky-Tennessee Conference Association of Seventh Day Adventists, Inc. and the City of Murfreesboro applicants.

Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing.

Pastor Brian Milano, 2815 Elam Road – spoke on behalf of the school and the teachers who are in support of this request; he said that the school is growing and there is a need for more space.

Chair Ken Halliburton closed the public hearing.

Mr. Shawn Wright made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-423] for approximately 5.3 acres located at 210 Chaffin Place to be rezoned from CH to PND (Redeemer Classical Academy PND), Redeemer Classical Academy applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Stan Bennett (chairman of school), Mr. Matt Taylor (design engineer), and Mr. Brian Grover (landscape architect) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

RESOLUTION 26-R-PSA-04 to adopt a Plan of Services for and to annex approximately 10.3 acres located along Elam Road, including approximately 1,200 linear feet (approx. 2.3 acres) of Elam Road right-of-way (Tax Map 126 Parcel 32.01 (approx. 3.4 acres), Tax Map 126, Parcel 32.03 (approx. 3.5 acres), Tax Map 126, Parcel 50.50 (approx. 1.1 acres)), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Kentucky-Tennessee Conference Association of Seventh Day Adventists, Inc. and the City of Murfreesboro, applicants [2025-507].

WHEREAS, the Owner(s) of all property within the territory identified on the attached map as the “Area to be Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a plan of services for the area proposed for annexation is attached hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated (“TCA”) § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Murfreesboro Planning Commission for study, and it has recommended the same following a public hearing on December 3, 2025, notice of which was published in a newspaper of general circulation in the City of Murfreesboro not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Murfreesboro to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent, and copies of this resolution were published in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Murfreesboro on or about the same time, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, this resolution and notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published on January 13, 2026 in the *Murfreesboro Post*, a newspaper of general circulation in such territory and the City of Murfreesboro, pursuant to TCA §§ 6-51-102 and 6-51-104;

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the City Council of the City of Murfreesboro on February 5, 2026.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the following territory is hereby annexed and incorporated into boundaries of the City of Murfreesboro:

- Tax Map 126 Parcel 32.01 (approx. 3.4 acres)
- Tax Map 126, Parcel 32.03 (approx. 3.5 acres)
- Tax Map 126, Parcel 50.50 (approx. 1.1 acres)
- Approx. 1,200 linear feet of Elam Road ROW (approx. 2.3 acres)

Area is identified on the attached map as the "Area to be Annexed."

SECTION 2. That the plan of services for this territory, attached hereto, is approved and the same is hereby adopted.

SECTION 3. That the City Manager shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Rutherford County Mayor.

SECTION 4. That a signed copy of this resolution shall be recorded with the Rutherford County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Rutherford County Assessor of Property.

SECTION 5. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.

SECTION 6. That the Rutherford County Election Commission shall be notified that the annexation took place, so that a revised map of the voting precincts may be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.

SECTION 7. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

SECTION 8. That this Resolution shall take effect upon its passage, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

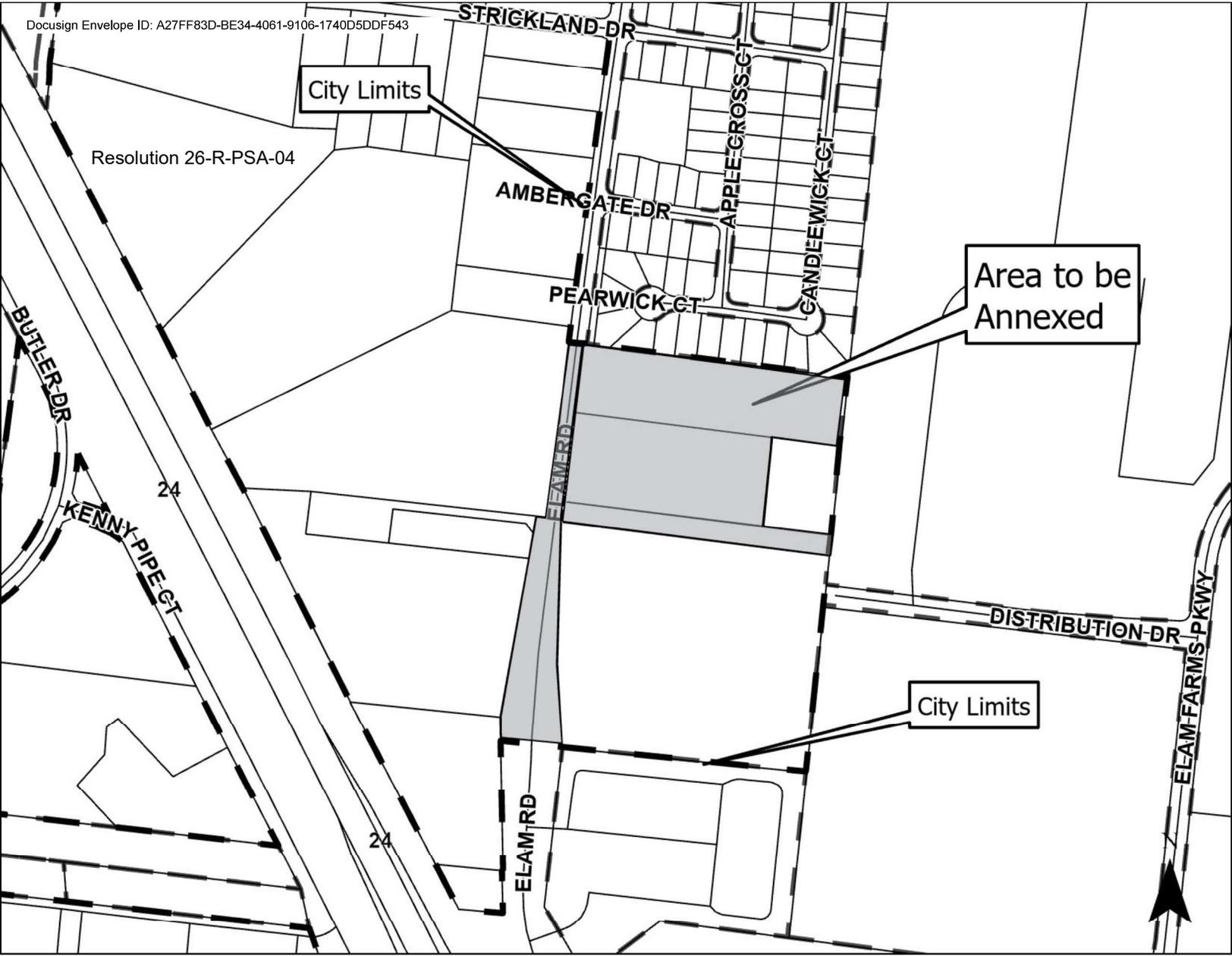
APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker
43A2035E51F9401...

Adam F. Tucker
City Attorney

SEAL



Resolution 26-R-PSA-04

City Limits

Area to be Annexed

City Limits

STRICKLAND DR

AMBERGATE DR

PEARWICK CT

APPEE CROSS CT

GANDEEWICK CT

ELAM RD

ELAM RD

ELAM FARMS PKWY

DISTRIBUTION DR

BUTLER DR

KENNY PIPE CT

24

24



Resolution 26-R-PSA-04

**ANNEXATION REPORT FOR PROPERTY LOCATED ALONG
ELAM ROAD NORTH OF JOE B JACKSON PARKWAY
INCLUDING PLAN OF SERVICES
(FILE 2025-507)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
DECEMBER 3, 2025**



**Annexation request for property
along Elam Road**

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
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INTRODUCTION

OVERVIEW

The property owners, Kentucky-Tennessee Conference Association of Seventh Day Adventists, Inc. and the City of Murfreesboro have submitted petitions requesting their subject properties be annexed into the City of Murfreesboro. In addition, the Rutherford County Road Board voted to grant its consent on October 2, 2025 to annex an approximately 1,200 linear-foot segment of Elam Road right-of-way (ROW). The study area is located along the east side of Elam Road north of Joe B Jackson Parkway and east of I-24. The total study area is 10.3 acres and includes the following:

- Tax Map 126 Parcel 32.01 (approx. 3.4 acres)
- Tax Map 126, Parcel 32.03 (approx. 3.5 acres)
- Tax Map 126, Parce 50.50 (approx. 1.1 acres)
- Approx. 1,200 linear feet of Elam Road ROW (approx. 2.3 acres)

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous to the city limits along its north, south, and east boundaries.

The study area is currently zoned Single Family Residential – Medium Density (RM) in the unincorporated County. There is no zoning application with this annexation request; as such, if annexed into the City of

Murfreesboro the zoning would be designated as Single-Family Residential (RS-15). The reason for the annexation request is to allow the provision of sewer to serve the church/school parcels in order to expand the existing school use.

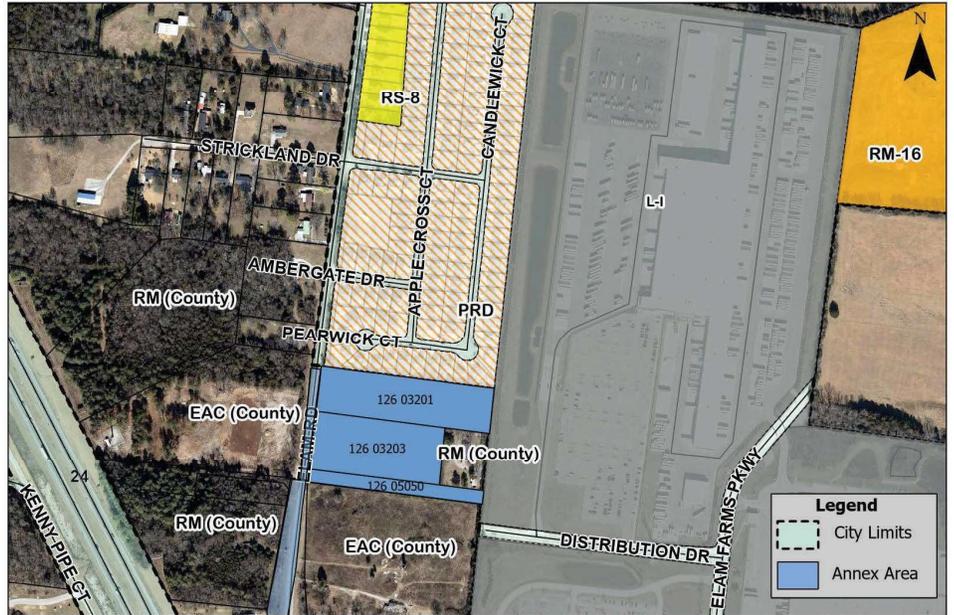


Annexation request for property along Elam Road

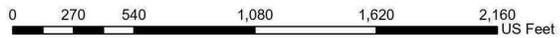
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SURROUNDING ZONING

The subject property is currently zoned RM (Residential Medium Density) in unincorporated Rutherford County. The surrounding properties to the south and west are within unincorporated Rutherford County and zoned Employment Activity Center (EAC). A land locked parcel behind the church is zoned Medium Density Residential (RM) in the County as is property southwest of the site. The property to the north is zoned Planned Residential District (PRD) and to the east is zoned Light Industrial (L-I) within the City limits.



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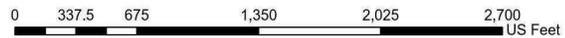
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PRESENT AND SURROUNDING LAND USE

The study area contains a church and school and some vacant areas. A mixture of uses is developed on the properties in the surrounding area. Single-family detached homes are existing in the Sommersby PRD subdivision to the north, intermittent rural homes to the west, and 1 home to the rear of the study area with an access easement to the street. To the south and west is vacant property in the County zoned EAC. To the east is the Prologis Industrial development occupied by the Federal Express hub.



Annexation Request for property along Elam Road



Legend
- - - City Limits
■ Annex Area

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TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2026 will be due on December 31, 2027. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor’s Office. The current tax rate for the City of Murfreesboro is \$0.9526/\$100 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state. Because the subject properties are owned by tax-exempt entities, no taxes are collected for them.

*Table I
Estimated Taxes from Site*

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Kentucky-Tennessee Conference Association of Seventh Day Adventists, Inc.	3.4	\$93,000	\$1,513,700	\$0	\$0
Kentucky-Tennessee Conference Association of Seventh Day Adventists, Inc.	3.5	\$92,000	\$15,550	\$0	\$0
City of Murfreesboro	1.1	\$48,900	\$0	\$0	\$0

These figures are for the property in its current state.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department could begin providing services that include patrol-related functions, criminal investigations, and community engagement initiatives. These services would be provided immediately upon the effective date of annexation. The current police zone that borders the study area is Zone 7. If it is determined in the future that a school zone is needed for the existing school located within the study area, MPD indicates that it will require MPD to determine how best to allocate resources for it.

ELECTRIC SERVICE

The study area, including the existing church and school facilities, is served by Middle Tennessee Electric (MTE). MTE has capacity to accommodate any future development in the study area. All new electrical infrastructure installed to serve the future development will be required to adhere to MTE standards.

STREET LIGHTING

There are no streetlights along this segment of Elam Road. No new street lighting is anticipated with this annexation. However, if the City determines that streetlights are necessary along the subject ROW, MTE has the ability to install streetlights upon request by the City of Murfreesboro.

SOLID WASTE COLLECTION

The study area currently contains a church and school. The church currently uses a private solid waste management service to collect solid waste for their facilities. Any future development will be collected by a private solid waste management service. Murfreesboro Solid Waste Department will not service existing and future non-residential development in the study area.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees. Considering both the existing and proposed use of the study area, it would have minimal impact to the Recreation Department.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. Two of the subject parcels are developed with an existing church & school while the City's piece is vacant.

These parcels of land currently resides outside of the Black Fox Elementary School zone, and it would become part of this school's zoned area once annexed into the city limits

In the present state with a church and a private school, this annexation would have no impact on the school system.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of

annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

STREETS AND ACCESS

The annexation study area includes approximately 1,200 linear feet of Elam Road right-of-way (ROW). Upon annexation, this roadway segment will become the responsibility of the City of Murfreesboro, including all routine maintenance. Based on an estimated 15-year re-pavement cycle for collector roadways and routine ROW mowing, annualized roadway maintenance costs are estimated at \$1,900 for this roadway.

As a substandard street, any development along Elam Road will need to dedicate appropriate ROW and participate in the upgrade of the roadway to current City standards. Elam Road within the study area is identified on the City's Major Transportation Plan to be upgraded to a 3-lane cross-section. Any new connections must be approved by the City Engineer.

In addition, the City has a long-term interest in extending Distribution Drive to connect with Elam Road. While the alignment of this future connection has not yet been designed, the study area could be impacted by this future roadway extension. Coordination with the City Engineer will be required to ensure compatibility with future transportation infrastructure.

Any future public roadway facilities to serve the study area must be constructed to City standards.

REGIONAL TRAFFIC & TRANSPORTION

The study area is served by Elam Road. The 2014 Level of Service (LOS) Model in the 2040 Major Transportation Plan shows Elam Road operating at a Level of Service C within the study area. The 2040 LOS Model indicates that, without the proposed improvements identified in the plan, Elam

Road is projected to operate at a Level of Service E/F.

Elam Road connects to two major regional corridors: Manchester Pike (US 41) to the north and Joe B. Jackson Parkway to the south. The intersections of Elam Road with both of these streets currently operate at a Level of Service F, indicating significant congestion and delay during peak travel periods. Over the past three years, its intersection with Manchester Pike has experienced 40 reported crashes, including 25 angle collisions, while its intersection with Joe B Jackson Parkway has seen 22 reported crashes, with 11 angle collisions. These figures highlight ongoing safety concerns and reinforce the need for coordinated transportation planning in the area.

The study area contains three (3) traffic control signs. These include a post mounted speed limit sign, and two post mounted warning signs. The annexation study area contains approximately 1,200 linear feet of roadway with 1,200 feet of Double Solid Yellow Line (DSYL) striping and 2,400 feet of Single White Solid Line (SSWL) striping.

Based on a replacement cycle of 5 years for pavement markings and 10 years for traffic signs, the annualized traffic infrastructure maintenance costs are estimated at \$1,497 for this roadway.

PROPERTY AND DEVELOPMENT

Elam Road is identified on the City's Major Transportation Plan. Right-of-way dedication and participation in roadway improvements will be required with any development along this corridor. Any new connections to Elam Road must be approved by the City Engineer.

SANITARY SEWER SERVICE

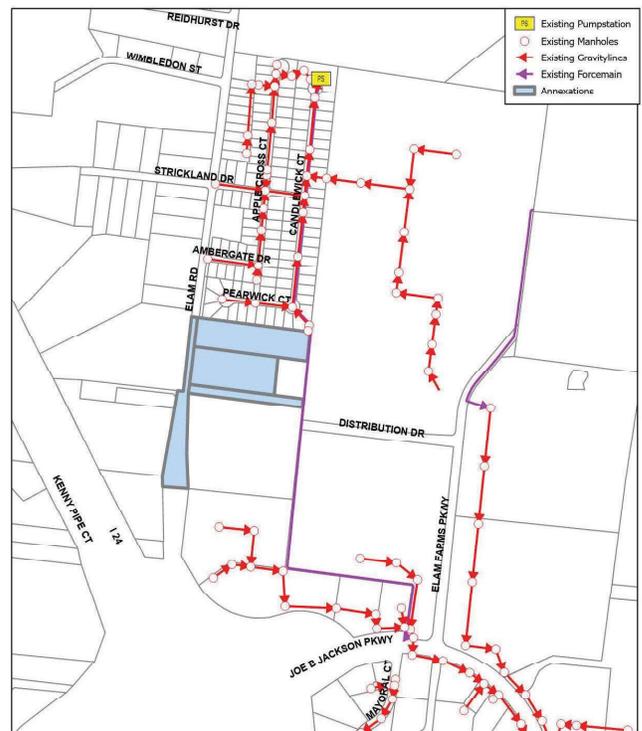
Currently sanitary sewer is available to serve the study area. Should the property remain in its current state, the church could choose to continue utilizing the existing septic system.

With regard to the extension of public sanitary sewer service to the study area, the owner/developer would connect to the existing sewer manhole just north of the property boundary and extend gravity sewer to the subject property. The sewer to the north drains to a pump station which has been determined to have sufficient capacity for the subject property, including a proposed 15,185 ft2 of additional classroom space and 7,525 ft2 of additional gym space.

In addition, the owner/developer, per Murfreesboro Water Resources Department's (MWRD) Policies and Procedures, may be required to extend gravity sewer to the limits of construction and to one or more neighboring properties to allow for future connections.

This property is within the Buchanan / Elam Road Sanitary Sewer Assessment Districts and will be charged \$1,000 per single-family unit (sfu), respectively, in addition to the standard connection fee of \$2,550 per sfu.

All main line extensions and off-site sewer easements are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of MWRD.



MURFREESBORO WATER RESOURCES DEPARTMENT

**Annexation Request
Elam Road**

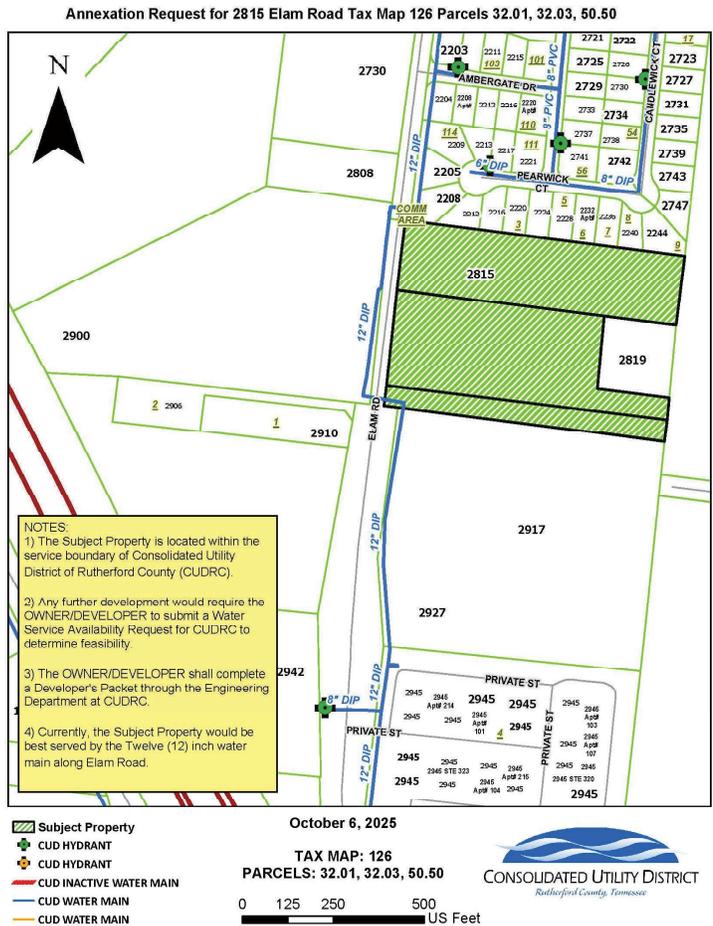


WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUD) service area.

A 12-inch water main is located along Elam Road. This water line currently serves the existing church/school and the residential home behind the church. CUD can serve the annexation study area and the future expansion of the church and school facilities, as illustrated in the exhibit on this page.

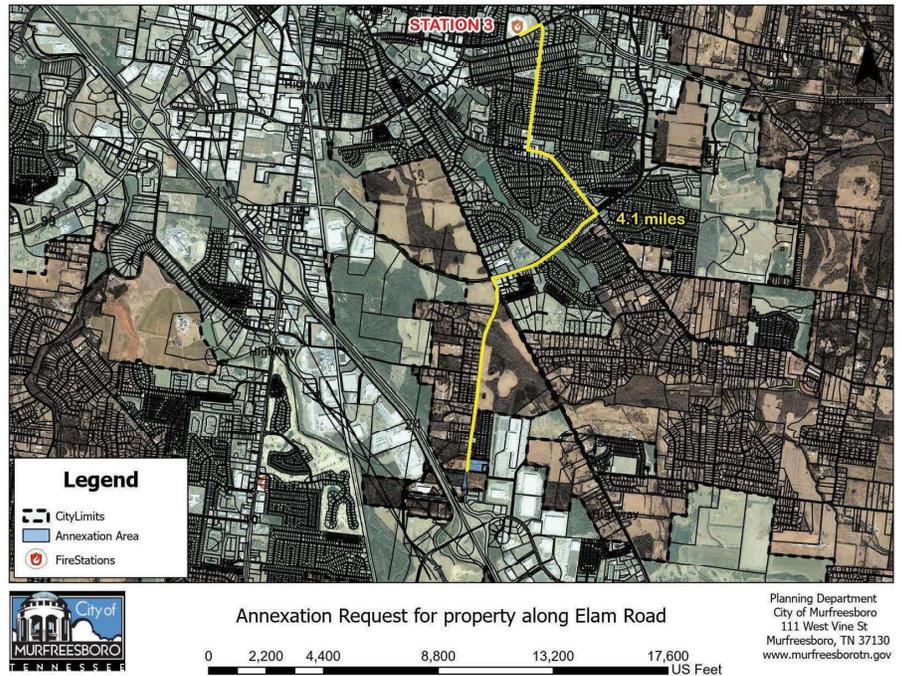
Any further development, would require the owner/developer to submit a Water Service Availability request for CUD to determine feasibility and complete CUD's Developer Packet through CUD's Engineering Department.



FIRE AND EMERGENCY SERVICE

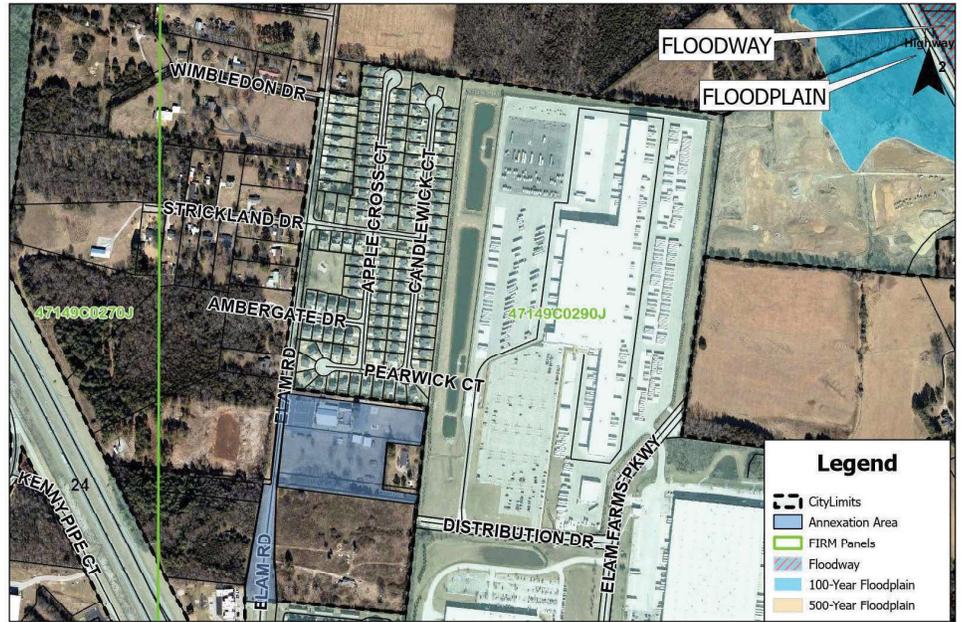
The study area is partially vacant and partially developed with a church and school. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services, including fire and medical response, to the study area and any existing structures immediately upon annexation. Station 3, located at 1511 Doctor Martin Luther King Jr Boulevard, would be the responding station and is 4.2 miles from the study area. Additional units are located at Station 2, located at 2880 Runnymede Drive, which is 5.5 miles away.

The yellow line on the adjacent map represents the linear distance range from the nearest fire station.

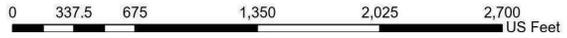


FLOODWAY

The study area is located within Zone X on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA) per the May 23, 2023 FIRM panel 47149C0290J.



Annexation Request for property along Elam Road



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DRAINAGE

Public Drainage System

Public drainage facilities available to the study area are located within the right-of-way of Elam Road. The annualized operation and maintenance cost for this system is included in the public roadway sections above as they are internal roadway drainage systems. No other public drainage facilities are available to the study area. Any public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage Conditions

A review of aerial photography and topographic contours indicates the presence of a closed depression located on the south side of the study area. This feature suggests limited natural drainage and the potential for localized ponding. Supporting this observation, post-event aerial imagery taken two days after the May 2010 flood event shows standing water in this area, confirming poor drainage characteristics under heavy rainfall conditions.

Future development within the study area will need to account for this drainage constraint. Site-specific stormwater management plans will be required to

ensure compliance with City standards and to mitigate potential impacts to adjacent properties and infrastructure.

Stormwater Management and Utility Fees

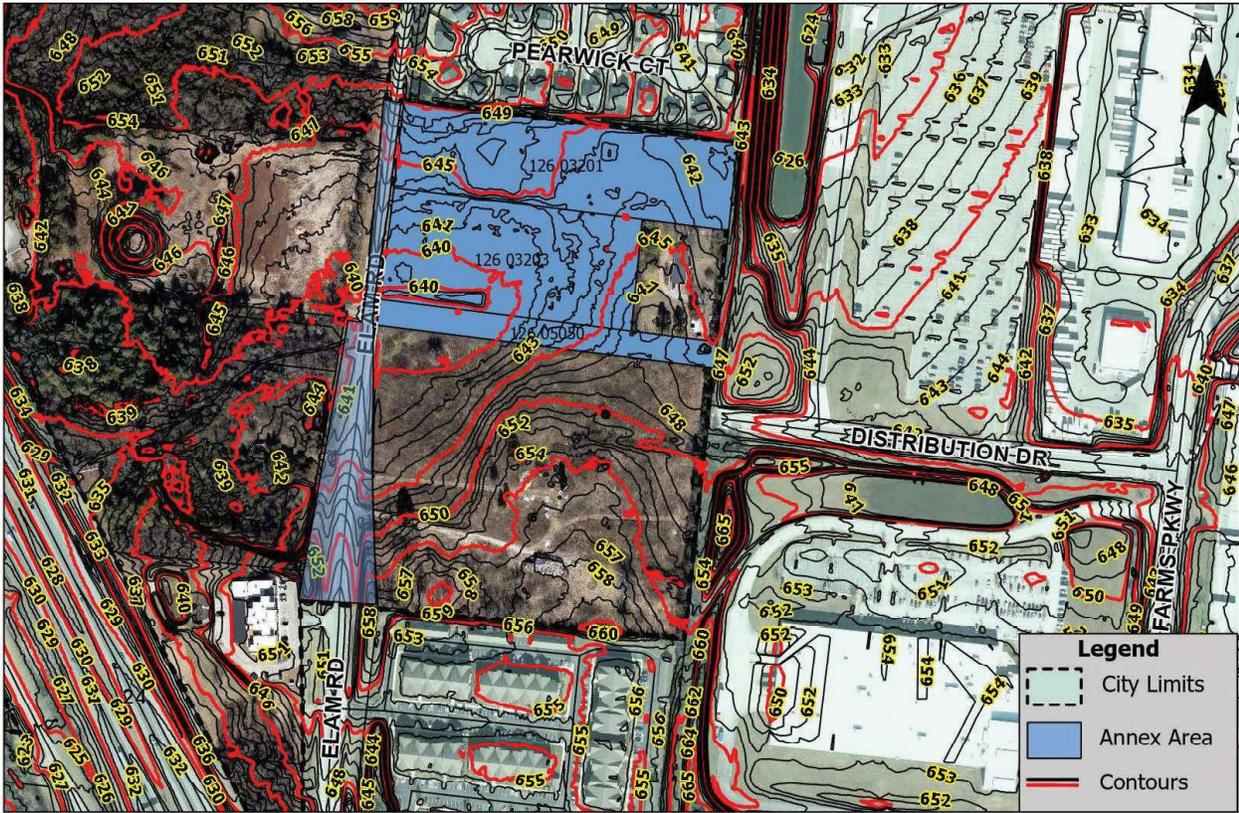
Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements will be subject to the Stormwater Utility Fee. The study area currently is developed with a church and will not generate revenue for the Stormwater Utility Fee.

The study area is proposed to develop with 15,185 ft² of additional classroom space and 7,525 ft² of gym space. Based on this development scenario, it is anticipated that the site will generate approximately \$450 in revenue per year into the Stormwater Utility Fund upon full build-out.

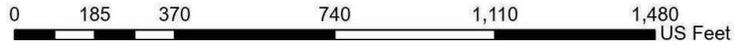
Due to the presence of a closed depression on the south side of the study area, future development must address regional drainage constraints. Site-specific stormwater management plans will be required to mitigate localized ponding and ensure compliance with City stormwater regulations.

New development must also comply with the City's Stormwater Quality Regulations, including provisions for water quality treatment, streambank protection, and detention. Any proposed public drainage or roadway infrastructure must be constructed to current City standards.

The red lines on the adjacent map represent ten-foot contours. The grey lines represent two-foot intervals.



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ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Rezoning property along Chaffin Place
[Public Hearing Required]

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 5.3 acres located along Chaffin Place south of Old Fort Parkway.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request on December 3, 2025.

Background Information

Redeemer Classical Academy presented to the City a zoning application [2025-423] for approximately 5.3 acres located along Chaffin Place to be rezoned from CH (Commercial Highway District) to PND (Planned Institutional District). During its regular meeting on December 3, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

Approval of the zoning request will help facilitate the establishment of a new permanent location for an existing institutional use. Institutional uses, such as places of worship, community facilities, and schools, are essential elements of a growing, vibrant community.

Attachments:

1. Ordinance 26-OZ-05
2. Maps of the area
3. Planning Commission staff comments from the 12/03/2025 meeting
4. Planning Commission minutes for the 12/03/2025 meeting

5. Redeemer Classical Academy PND pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 3, 2025
PROJECT PLANNER: HOLLY SMYTH**

5.d. Zoning application [2025-423] for approximately 5.3 acres located at 210 Chaffin Place to be rezoned from CH to PND (Redeemer Classical Academy PND), Redeemer Classical Academy applicant.

The subject property is located at 210 Chaffin Place (also known as Tax Map 092, Parcel 088.00). It is located at the south end of the Chaffin Place cul-de-sac, which is located south of Old Fort Parkway. The existing building on the subject property was constructed in 1985 and consists of approximately 12,000 square feet of building area. Between 1997 to at least 2021 the building was used as **Old Fort Academy child daycare center with a 250-student capacity**, which was allowed by right in the CH zone district. No use has been located in the building for at least the last 3 years. Last year the CH zone district policies would have allowed a new school on the subject property by right. However, earlier this year, the City adopted new zoning regulations related to schools and institutional group assembly uses. The new regulations require rezoning to a planned development in order for a public or private school (grades K-12) to be established for the first time on a piece of property, regardless of the existing zoning.

Redeemer Classical Academy proposes to renovate the current building interior into 13 classrooms, administrative offices, a music & art room, and a multi-purpose room. The initial capacity anticipates serving **85-100 pre-k through 12th grade students** with 12-16 faculty and staff. In the future, the pattern book calls for an 8,500 square-foot addition with a total **maximum student body of 300 students**. The hours of operation is anticipated to be 7am to 4:30pm Monday through Friday with 8am and 3pm bell times, with limited after-hour programs.

Adjacent Zoning and Land Uses

Surrounding abutting zoning is CH (Highway Commercial District) to the north and east, with H-I (Heavy Industrial District) on the south side of the Stones River, and RM-16 (Multi-family Residential District) on the west side of I-24.

The surrounding land uses include shopping, hotels, and restaurant uses along Chaffin Place and Old Fort Parkway and the back side of the Towne Centre shopping center.

Proposed PND

The proposed PND will allow for the K-12 school use in conformity with the City's new zoning regulations. **Endnote 34-1 requires rezoning to PND for the use "public or private schools, grades K-12" in the circumstance where "(a) The use has never previously been established on the subject property.**

New standards: Because a K-12 school use had never been an established use on the property, a rezone application needed to be filed to change the property from CH to Planned Institutional District (PND). Additionally Endnote 34-2 identifies 11 standards that must be met for the use, as follows (with staff analysis underlined for each):

- a) Parking shall not back into the right-of-way, turn around provided, and parking not located in the required front yard. Some of the pre-existing parking is already located within the front setback and therefore an exemption from this standard is requested.
- b) Type C buffer if adjacent residential uses/zones. Not applicable for this proposal.
- c) Utilities provided if temporary RV hookups for speakers Not applicable for this proposal.
- d) Will meet State and/or City Fire Marshal requirements. This will be done during permitting and construction processes.
- e) Existing development must comply with prior approvals and correct any violations of zoning or code violations. No violations exist.
- f) All building heights are limited to 50'. All building are far less than the current CH zone district maximum height of 75', and the PND proposes to lower the maximum height for this development to 45'.
- g) Any light fixtures associated with recreation fields shall not exceed 80' in height. Not applicable for this proposal.
- h) The minimum yard requirements shall be 40' front, 12.5' side, and 30' rear setbacks. The existing building and proposed future building addition meet these setback requirements.
- i) If a prior BZA permit authorized the use on the site, prior conditions shall remain in effect unless the approved PND contains an exception to such conditions. Not applicable, as no prior BZA approval on-site.
- j) Prior to the approval of any site plan, the applicant shall enter into a development agreement with the City for any off-site public infrastructure improvements required in conjunction with the application. A traffic analysis was conducted on the site and no off-site improvements are required.
- k) If accessory uses include machinery that generates noise (such as shop classes) they shall only be conducted indoors at least 150' from property line. Not applicable for this proposal.

In addition to the one exception shown in red above, the PND makes 2 other exception requests within the program book. The first is to allow the building architecture to be utilized as is, and only additions will need to meet Design Guideline architectural standards. The other exception is to exclude additional base of building landscaping requirements based on the recommendations of the Department of Homeland Safety for educational facilities.

Transportation/Traffic Analysis (provided by the City's Public Infrastructure Division)

Traffic: A few years ago the City was able to get funding for a project that substantially improved the Chaffin Place approach to the Old Fort Parkway (OFP) intersection. The signal was also updated to run a more efficient operation and additional turn lanes were added. Chaffin Place runs with significantly less delay than it did before the improvement project was constructed. The existing configuration of the street and the heavy traffic volumes on OFP severely limit the City's options to make any further changes that could accommodate additional volume (as this is one of the City's highest volume intersections).

A Traffic Impact Study (TIS) was conducted at the OFP and Chaffin Place /North Thompson Lane intersection as well as at the intersection of the OFP Frontage Road and Chaffin Place. The TIS indicates there is already significant existing delay and queue. The study indicates that the PM peak hour will not be impacted as school will not be let out during the PM peak. The PM peak is more or less the same volume of traffic from 12:00 to 6:30 PM at this location. That is why staff is currently running a 150 sec cycle length from 11:30 to 6:30. When this school lets out, there will be additional delay and queue for the Chaffin Place approach. There does not appear to be any type of improvement project that Redeemer can reasonably construct to improve the intersection. A copy of the study is available on the City's GIS under the "Traffic_Impact_Studies" layer list then click on the parcel and use the right arrows in the top of the pop up box until you see the Attachments listed in blue and underlined.

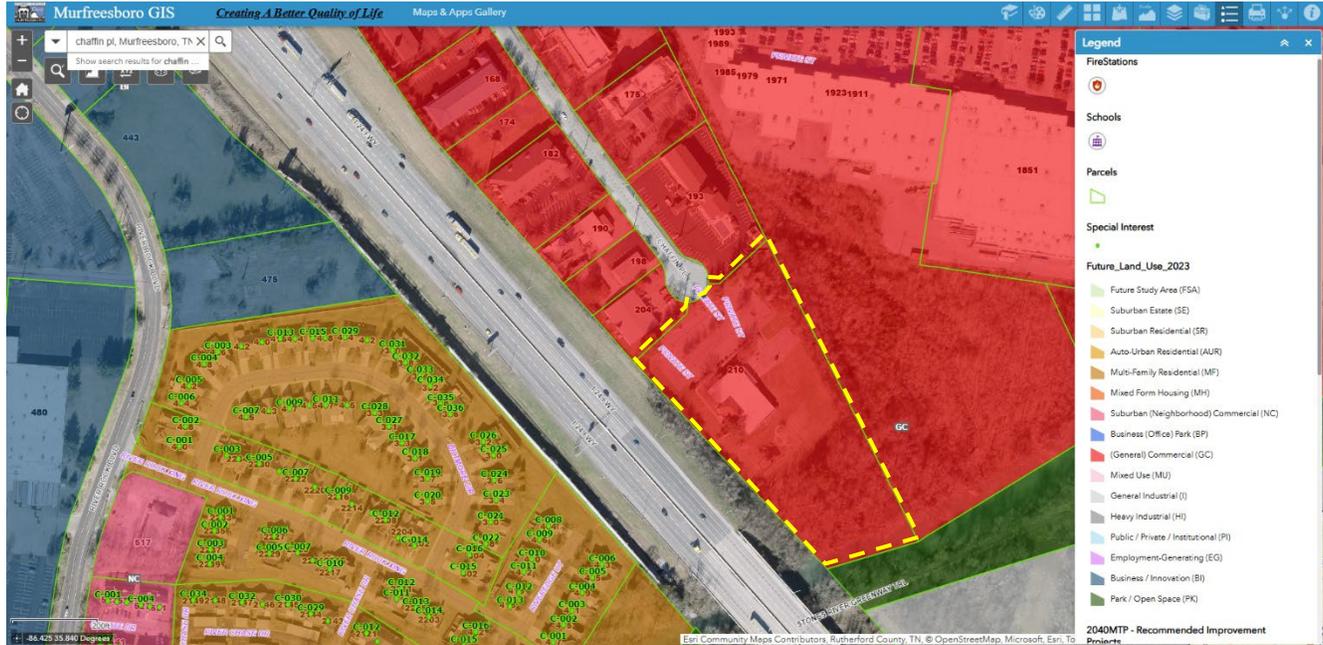
Long-term, the widening of Old Fort Parkway to six lanes may allow for a few extra seconds to be redistributed from the main line thru to the side street movements or the main line left-turn movements or at least prevent increasing the cycle length, which would create more side street delay.

FEMA Flood Hazard Map



The project site contains some 500-year, 100-year, and floodway designated FEMA areas, as depicted in the orange, blue, and cross-hatched colors or designs on the map, respectively. Per the Murfreesboro Zoning Ordinance, as the site sits today, the existing building has a finished floor elevation (FFE) of 586.22, as measured at the truck dock, whereas the base flood elevation (i.e., the "100-year floodplain" elevation) is at 580'. This existing condition is compliant with the "Critical Facilities" standards in the City's floodplain management ordinance requiring school facilities to be at least 2' above the base flood elevation. Any future expansions on-site will be required to comply with the floodplain management ordinance, including the Critical Facilities standards, as they are written at the time of construction.

Future Land Use Map



The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in 2023, recommends that the subject parcel develop with a *General Commercial* land use character (see excerpt from the future land use map above). Auto-Urban commercial uses include high-intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Typical uses include regional shopping centers, grocery stores, hotels, gas stations, restaurants, and “big box” retailers. Due to the potential for these uses to generate high traffic volumes, their location should be on or with adequate access to arterial roadways. Development types include a wide variety of uses including gas stations, car washes, and restaurant chains. Characteristics include significant portions of development devoted to vehicular access drives, circulation routes, surface parking, and loading/delivery areas and may include formal open space.

The comprehensive plan calls out CH, PCD, PUD, PND, and CF as existing zoning districts that are compatible with this designation. In Staff’s opinion, the proposed rezone is consistent with the *General Commercial* land use character because the proposed PND zoning and use are compatible and complementary to the adjacent uses and similar to the last use of the property.

Recommendation:

Staff is supportive of this rezoning request for the following reasons:

- 1) The last use of the property as a daycare use for up to 250 children is very similar to the requested new school use with long-range expansion to ultimately serve 300 students, and Staff is not aware of any negative impacts of the previous use.

- 2) The proposed PND zoning is consistent with 10 of the 11 standards in the Zoning Ordinance for new schools as discussed above (with an exception to the setback of the existing parking lot).
- 3) The proposed use is compatible with the adjacent CH- Highway Commercial uses in the area.
- 4) The existing site conditions meet the City's and FEMA's "Critical Facilities" standards as listed above and any new expansion will continue to meet the standards.
- 5) In Staff's opinion, the request is consistent with the recommendations of the Murfreesboro 2035 Comprehensive Plan, as it pertains to this property.

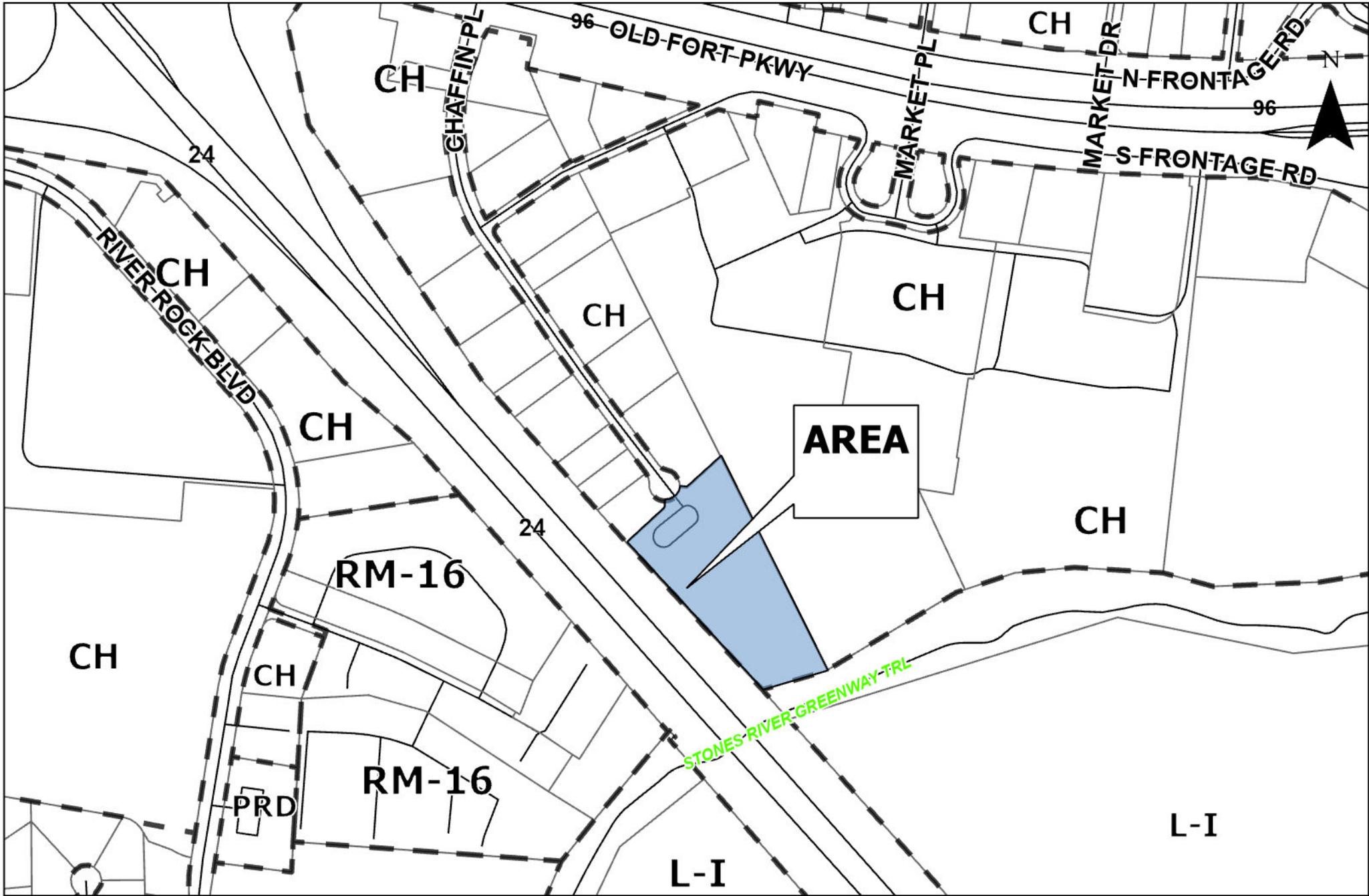
However, it should be noted that Staff is continuing to work with the applicant on various revisions to the pattern book and Staff would ask that any approval of this request be subject to said revisions being completed prior to the City Council's consideration of this item.

Action Needed

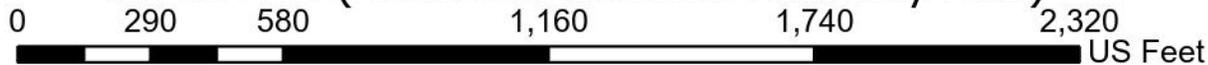
The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council. The applicant's representative will be present to make a presentation and to answer any questions or provide clarifications regarding the proposed zoning.

Attachments:

- Ortho Zone Map
- No-ortho Zone
- Program Book



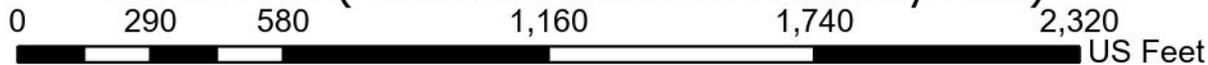
Rezoning request for property along Chaffin Place
 CH to PND (Redeemer Classical Academy PND)



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Rezoning request for property along Chaffin Place
 CH to PND (Redeemer Classical Academy PND)



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City of Murfreesboro
Planning and Engineering Department
 111 W. Vine Street, P.O. Box 1139
 Murfreesboro, TN 37133-1139
 (615) 893-6441 Fax (615) 849-2606
 www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Redeemer Classical Academy, Atten: Stan Bennett

Address: 4232 Veterans Parkway City/State/Zip: Murfreesboro, Tennessee 37128

Phone: 615-904-0350 **E-mail address:** [REDACTED]

PROPERTY OWNER: Rumi Investment Inc.

Street Address or property description: 210 Chaffin Place

and/or Tax map #: 92 **Group:** _____ **Parcel (s):** 88.00

Existing zoning classification: CH

Proposed zoning classification: PND **Acreage:** ±5.30

Contact name & phone number for publication and notifications to the public (if different from the applicant): _____

E-mail: Matt Taylor : [REDACTED]

APPLICANT'S SIGNATURE (required): _____

DATE: _____

*****For Office Use Only*****

Date received: _____ **MPC YR.:** _____ **MPC #:** _____

Amount paid: _____ **Receipt #:** _____



Site Engineering Consultants

850 Middle Tennessee Blvd
Murfreesboro, TN 37129

(615)890-7901

www.sec-civil.com

Development Services – Planning

Holly Smyth, 615.893.6441, hsmyth@murfreesborotn.gov

Redeemer Classical Academy PND – Summary Revision Letter:

Cover Page

- Revised submittal date on cover

Page 9

- Revised development standards to specify that trash bins will be utilized for solid waste.
- updated image and description from 6' tall black chain link fencing to 6' tall chain link black vinyl fence with mesh to match the callout on page 8.

Page 10

- Per staff comments, revised architectural standards to state, "The existing structure's exterior is to remain primarily unchanged architecturally; however, the building will be painted Alabaster White on the entire building without base, body, and cap."

Page 15

- Updated image of chain-link fence to match image on page 9 for consistency.

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901.

Sincerely,

Brian Grover, P.L.A.
SEC, Inc

REDEEMER CLASSICAL ACADEMY

A REQUEST FOR REZONING FROM COMMERCIAL HIGHWAY (CH) TO PLANNED INSTITUTIONAL DISTRICT (PND)

Murfreesboro, Tennessee



SEC Project #21570



Initial Submittal

October 16, 2025

Resubmitted

November 7th, 2025 for the November 19th, 2025
Planning Commission Meeting

Resubmitted

November 26th, 2025 for the December 3rd, 2025
Planning Commission Public Hearing

Resubmitted

January 15th, 2026 for the February 5th, 2026
City Council Public Hearing



Company Name: SEC, Inc.
 Profession: Planning.Engineering.Landscape Architecture
 Attn: Matt Taylor / Brian Grover
 Phone: (615) 890-7901
 Email: [REDACTED]
 Web: www.sec-civil.com

850 Middle Tennessee Blvd.
 Murfreesboro, Tennessee 37129

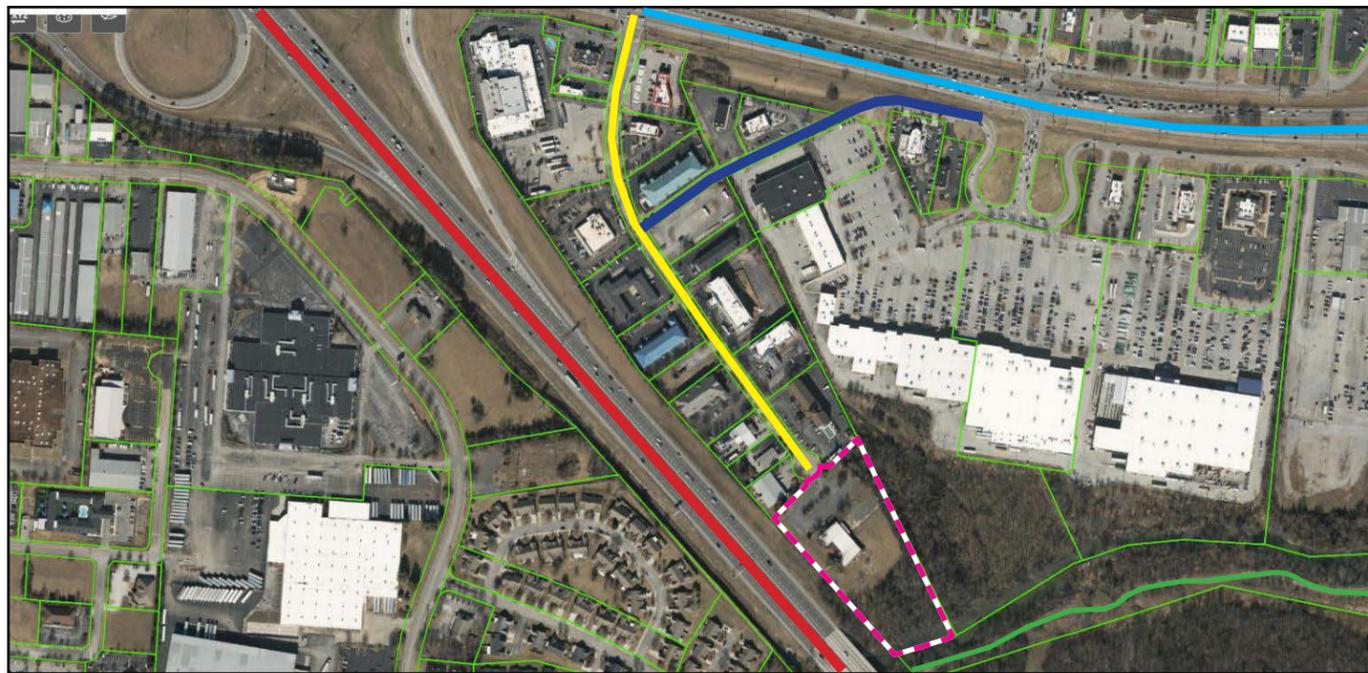


Company Name: Redeemer Classical Academy
 Profession: Chairman
 Attn: Stan Bennett
 Phone: 615-713-9526
 Email: [REDACTED]

108 North Church Street
 Murfreesboro, Tennessee 37130

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 DEVELOPMENT STANDARDS..... 09
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 without the expressed written consent of Site Engineering Consultants, Inc.



AERIAL PHOTOGRAPH

Not To Scale

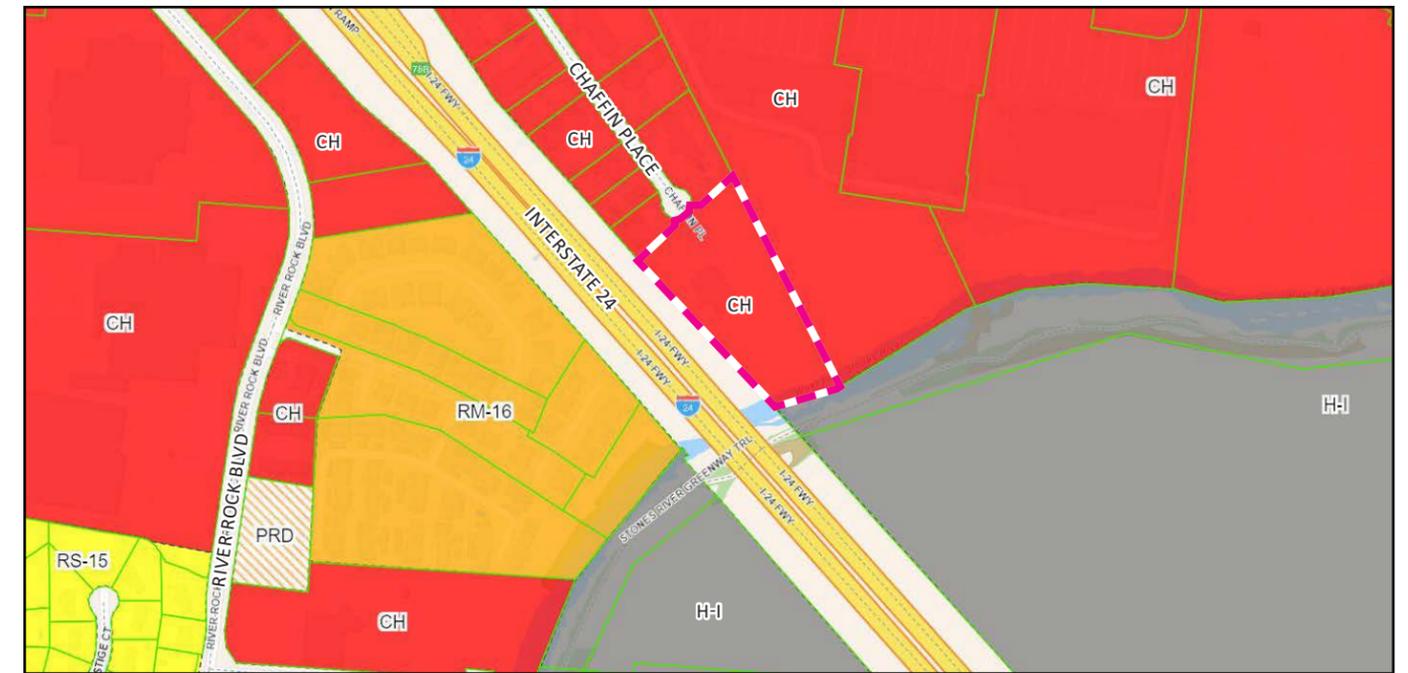
- Old Fort Parkway
- S. Frontage Road
- Chaffin Place
- Stones River Greenway Trail
- Interstate 24



Redeemer Classical Academy respectfully requests rezoning of the property at 210 Chaffin Place from Commercial Highway (CH) to Planned Institutional District (PND), to create Redeemer Classical Academy at Chaffin. The property is located at the southeast terminus of Chaffin Place and is adjacent to Interstate 24. The site is identified as Parcel 88.00 of Tax Map 92 for a total approximate area of 5.30 acres. The site was previously Old Fort Academy, an educational facility with a 250 student capacity.

Redeemer Classical Academy currently operates alongside Fellowship Bible Church at the southeast corner of the Veterans Parkway and Jack Byrnes Drive intersection. Established in June 2013, the Academy has experienced steady growth and now seeks to expand enrollment in response to increasing demand within Murfreesboro and Rutherford County. In addition to welcoming new students, Redeemer Classical Academy remains committed to enhancing its educational offerings and expanding its facilities to support continued excellence in learning. With this request, Redeemer Classical Academy can take a step forward, to achieve both by relocating to this property.

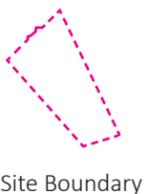
Redeemer Classical Academy at Chaffin proposes to utilize the existing building, approximately 12,000 sq ft in size, along with a future 8,500 sq ft addition. The renovated building will provide thirteen classrooms, administrative offices, music & art room, and a multi-purpose room, with a future addition providing opportunities for expansion. At initial capacity, the school will educate approximately 85-100 (Pre K-12th) students, accompanied by approximately 12-16 faculty and staff. The maximum estimated student body is 250-300 students with 18-25 staff members. The school's hours of operation will mirror that of the nearby schools approximately 7am - 4:30pm, Monday - Friday with 8am and 3pm bell times, with limited after hour programs each year. Overall the operations will remain similar as they are today at their current facility at Fellowship Bible Church.



ZONING MAP

Not To Scale

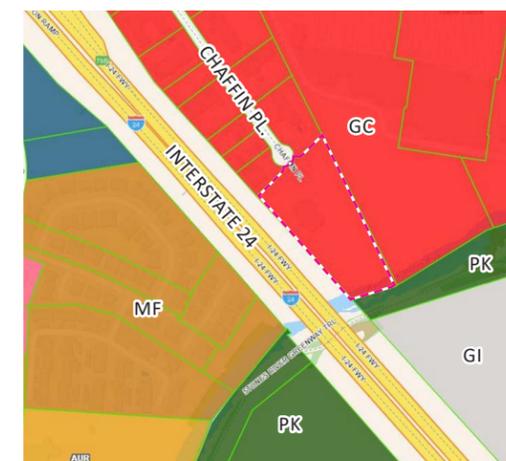
- RS-15 Residential Single-Family (RS-15)
- RM-16 Residential Multi-Family (RM-16)
- CH Commercial Highway (CH)
- H-I Heavy Industrial (H-I)
- PRD Planned Residential District (PRD)



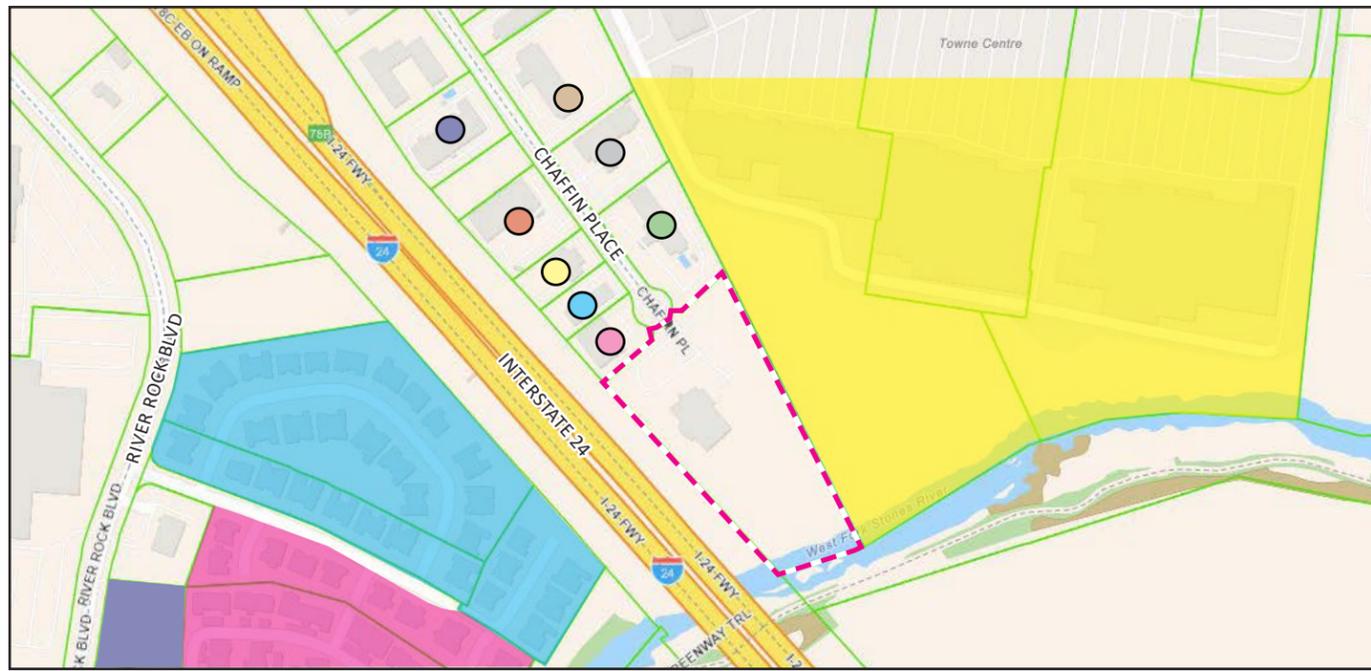
The surrounding area consists of a mixture of zoning types and land uses. The lands to the north and northeast are primarily zoned Commercial Highway. The lands to the southeast are zoned Heavy Industrial on the south-side of the Stones river and the lands across Interstate 24 are zoned RM-16.

The Murfreesboro Future Land Use Plan Amendment proposes this area as General Commercial (GC). The General Commercial (GC) character area is intended to provide a broad mix of commercial activities along major transportation routes, and is characterized by large parking lots surrounding buildings. Some of the viable development types for this character area include Commercial Centers, Automobile service-related enterprises, hotels, Big-Box Commercial stores, and Restaurant Chains.

2035 FUTURE LAND USE MAP



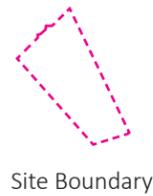
The proposed development does align with the Murfreesboro Future Land Use Plan in terms of suggested Zoning Districts as PND's are a recommended district for the GC character area. Although not providing a commercial land-use, the design characteristics needed for a proposed school align with the GC characteristics portrayed in terms of vehicular circulation, off-street parking, access to major transport routes, and general need for larger tracts of land.



SUBDIVISION MAP

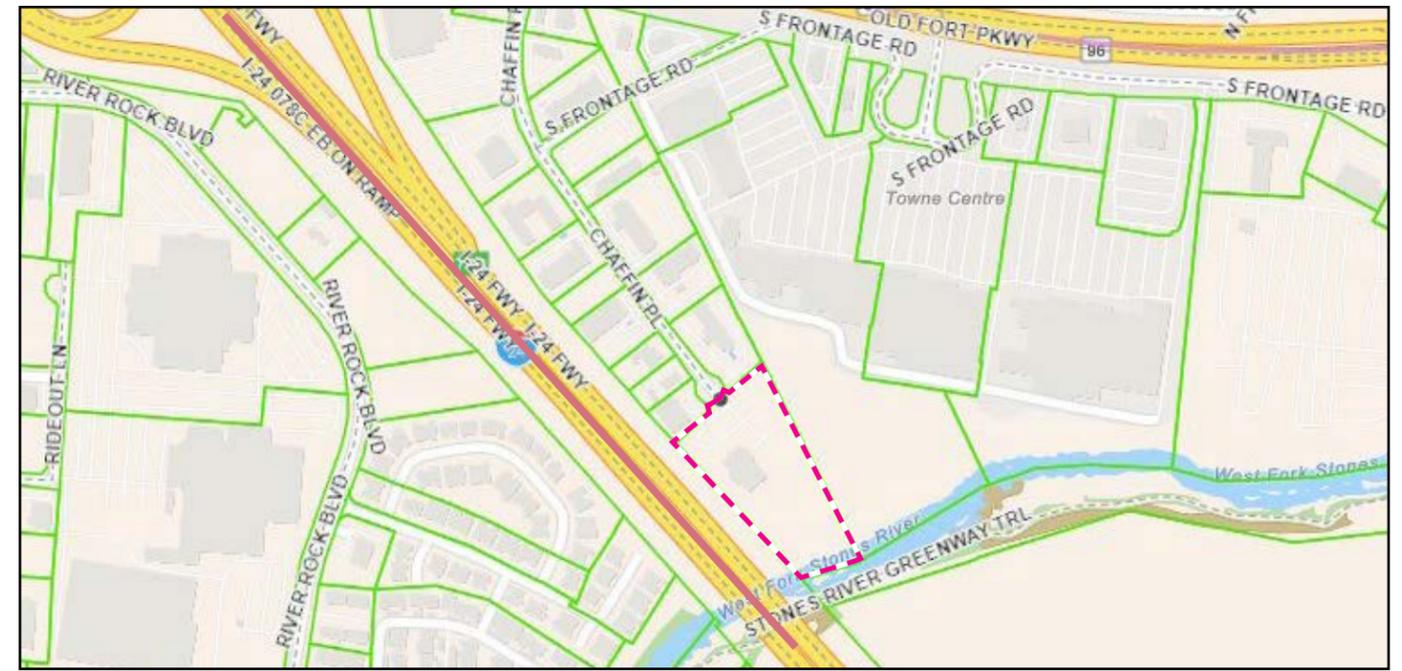
Not To Scale

- | | | |
|-----------------------------|--------------------------|-------------------------|
| River Rock Crossing | HylaBrook Antique Mall | Days Inn & Suites Hotel |
| River Chase Townhomes | Williams Animal Hospital | Best Western Hotel |
| General's Retreat Townhomes | Ewing Outdoor Supply | Spark by Hilton Hotel |
| Towne Centre Shopping Mall | Sleep Inn Hotel | Holiday Inn Hotel |



The proposed development is adjacent to several commercial properties along Chaffin Place. Such properties include Williams Animal Hospital, Sleep Inn Hotel, and the HylaBrook Antique Mall. Located to the northeast of the site is the Towne Centre Shopping Mall which houses some larger retailers such as Target and TJ Max. Located to the west and southwest of the site across Interstate 24 Highway are the multi-family developments of River Chase Townhomes and General's Retreat Townhomes.

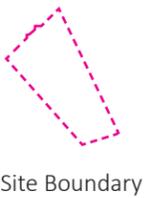
The River Chase and General's Retreat contains one and two-story buildings, with exterior elevations consisting of primarily of a mixture of brick and vinyl along the all elevations. Just to the north of these developments is the River Rock Crossing Senior Community, consisting of one and two-story single family detached homes with garages. The exterior elevations consist primarily of brick along the front and side elevations.



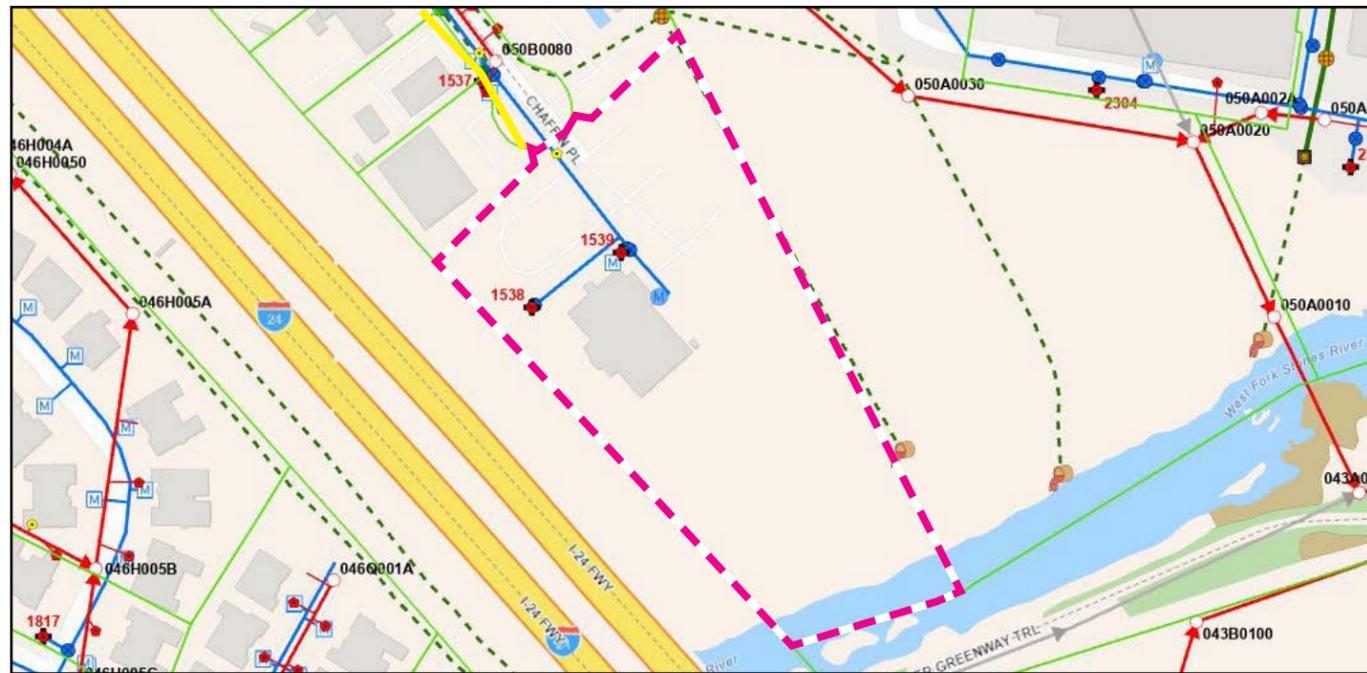
2040 MAJOR TRANSPORTATION PLAN

Not To Scale

- 6 LANE ROADWAY



The property has access to the existing public rights-of-way of Chaffin Place through one entrance. Chaffin Place is classified as a local street, and is not designated for any roadway improvements on the City of Murfreesboro's 2040 Major Transportation Plan. Chaffin Place is currently built as a two-lane roadway with curb & gutter on both sides of the road. The City recently made road widening improvements at Chaffin Place, south of Old Fort Parkway, to add a north bound left turn lane that increased storage capacity by \approx 200 feet, which created a double left lane.



UTILITY MAP

Not To Scale

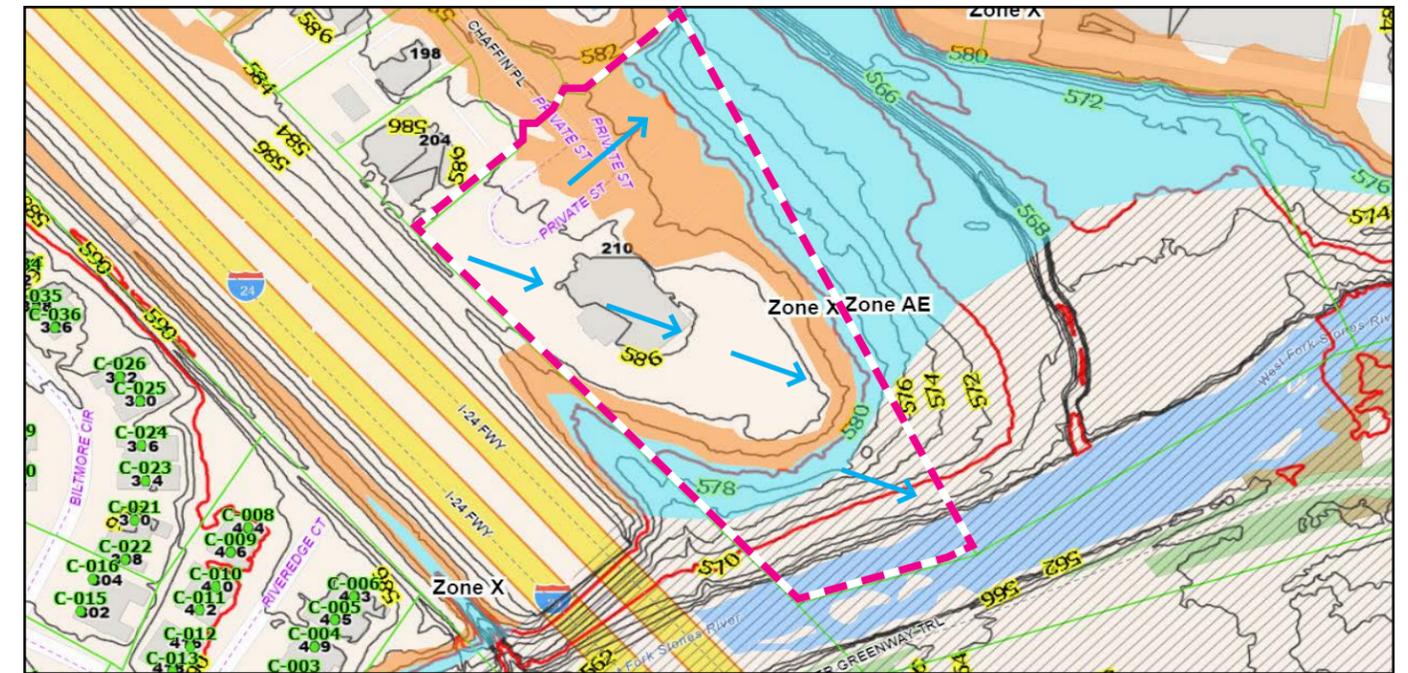


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 8 inch cast iron water line along Chaffin Place providing water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service. Water mains extend into the site will have a 20' easement.

Sanitary sewer services will be provided by the Murfreesboro Water Resources Department. There is an existing 8 inch ductile iron gravity line along Chaffin Place. The developer will be responsible for extending the sanitary sewer services into the site.

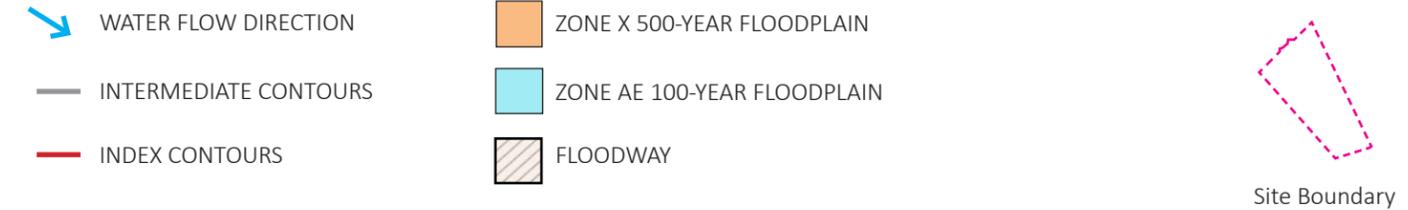


Electric service will be provided by Middle Tennessee Electric. Service will be extended from Chaffin Place. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY AND TOPOGRAPHY

Not To Scale



The topographic map above shows the site's topographic high point generally at the north western corner of the property. From this high point, the property drains towards the north and southeast, flowing towards the West Fork Stones River. Stormwater that drains along the northeast flows towards the Towne Centre Shopping Mall property. All Stormwater from this site ultimately drains into West Fork Stones River.

Per the Murfreesboro Zoning Ordinance, as the site sits today, the existing building has a finish floor elevation (FFE) of 586.22 as measured at the truck dock, whereas the 100-year floodplain is at \approx 580' elevation. This is compliant with the Critical Facilities standards being at least 2' above the 100-year floodplain. Any future expansions on site will be built to comply with the Critical Facilities standards as they are written at time of construction.

This property is within Zone AE, a designated floodway or floodplain per FEMA Flood Panel 47149C0260J eff. 5/9/2023

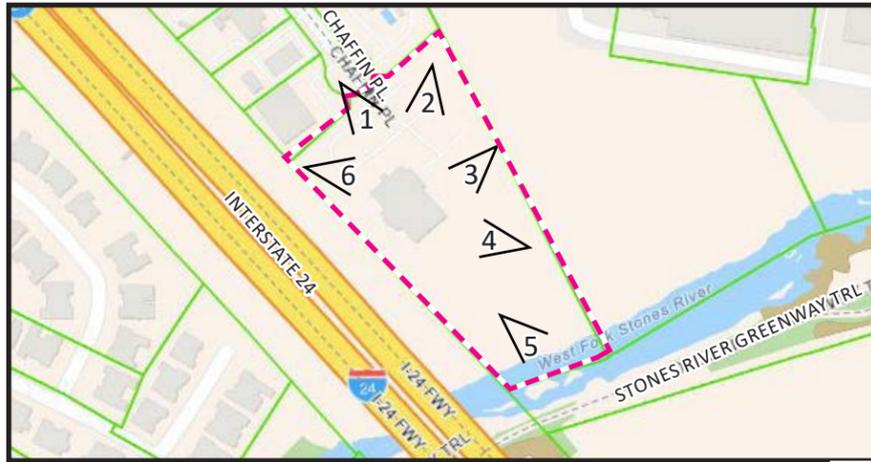


PHOTO DIRECTION MAP

Not To Scale



Site Boundary



View of Entrance Looking Southeast



View of Existing Building and Parking Lot On-Site Looking South



View of Existing Building On-Site Looking Southwest



View of Existing Building On-Site Looking Northwest



View of West Fork Stones River Looking Southeast



View of Existing Building and Parking Lot On-Site Looking East

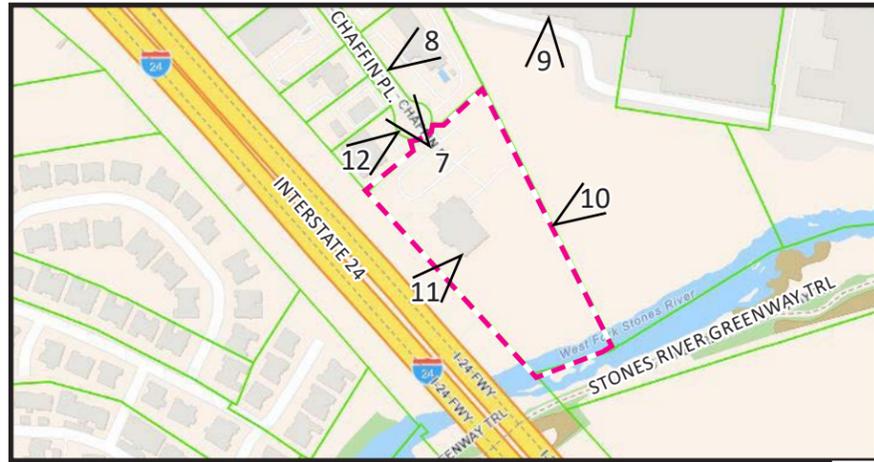


PHOTO DIRECTION MAP

Not To Scale



Site Boundary



View of Chaffin Place Looking Northwest



View of Sleep Inn Hotel Looking Northeast



View of Neighboring Property Field Looking South



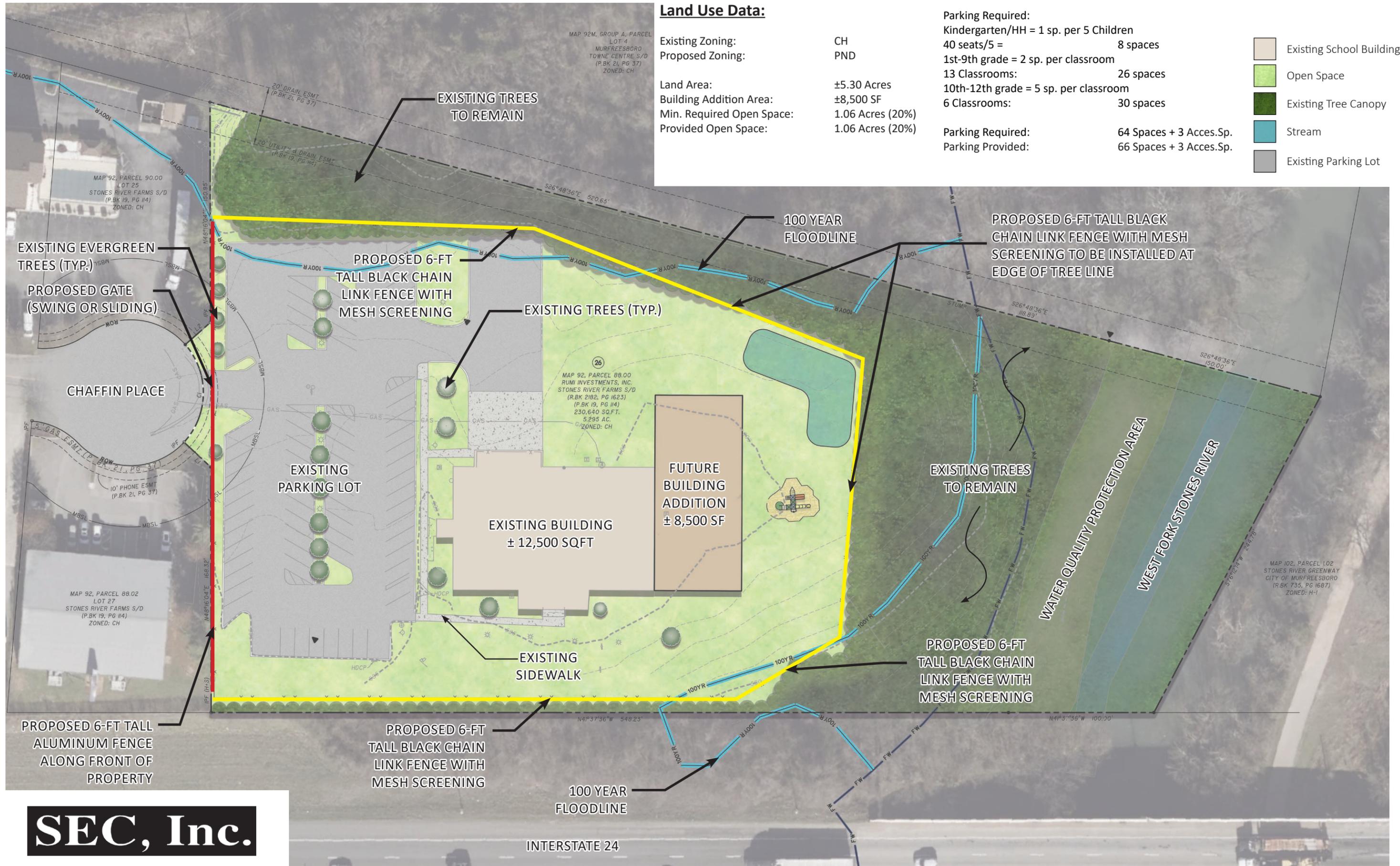
View of Neighboring Property Field Looking Northeast



View of Interstate 24 Looking Southwest



View of Hylabrook Antique Mall Looking Southwest



Land Use Data:

Existing Zoning: CH
 Proposed Zoning: PND
 Land Area: ±5.30 Acres
 Building Addition Area: ±8,500 SF
 Min. Required Open Space: 1.06 Acres (20%)
 Provided Open Space: 1.06 Acres (20%)

Parking Required:
 Kindergarten/HH = 1 sp. per 5 Children
 40 seats/5 = 8 spaces
 13 Classrooms: 26 spaces
 10th-12th grade = 5 sp. per classroom
 6 Classrooms: 30 spaces
 Parking Required: 64 Spaces + 3 Acces.Sp.
 Parking Provided: 66 Spaces + 3 Acces.Sp.

- Existing School Building
- Open Space
- Existing Tree Canopy
- Stream
- Existing Parking Lot

SEC, Inc.

SEC Project #21570 Murfreesboro, Tennessee



Development Standards:

- The Building will be a maximum of 21,000 SF (12,500 SF existing plus 8,500 SF potential addition)
- Building height shall not exceed 45 feet in height
- Signage will be placed along Chaffin Place for proper identification, and will be built with materials consistent with the building architecture, and be accented with landscaping.
- All mechanical equipment located on the ground (i.e. HVAC and transformers) shall be screened with landscaping or fencing.
- All on-site utilities will be underground
- Solid waste shall be handled via waste bins. If stored outside, the bins shall be stored in an enclosure.
- Solid waste shall be handled via a 3rd party private hauler.
- Any proposed on-site lighting shall comply with the City of Murfreesboro performance standards to reduce light pollution while providing safety for students, employees, and visitors.
- All additional parking areas will have curbing.
- Additional Parking will comply with the City of Murfreesboro Ordinance in surface materials, number of spaces and size of spaces.
- Project will dedicate a 20' waterline easement along the on-site waterline.
- Operation hours will be Monday-Friday from 7am - 4:30pm. With bell times at 8am and 3pm. Some programs may extend beyond 4:30pm such as Holiday Programs.
- Maximum student enrollment is estimated at 300 students at this time.
- The future addition shall be approximately 8,500 sq ft in size.
- Any future additions shall meet the Critical Facilities requirements pertaining to flood elevations, as they are written in the Murfreesboro Zoning ordinance at time of construction.

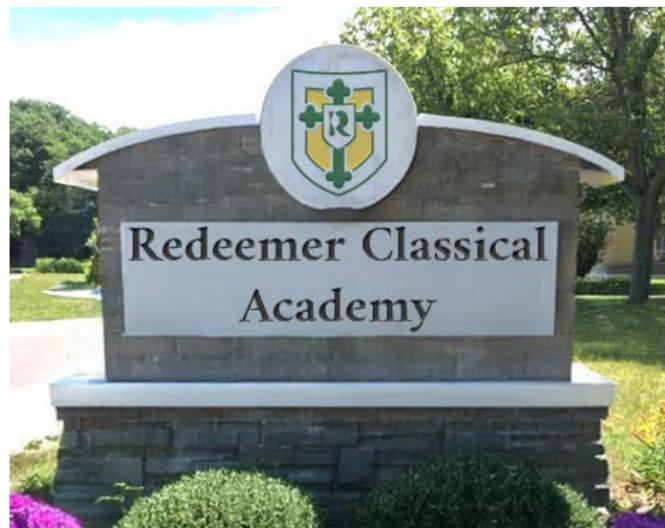


PND Site Setbacks

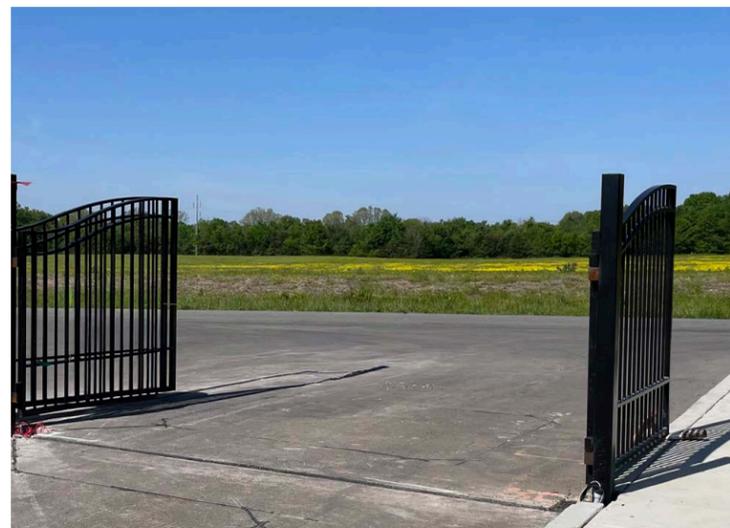
- Front Setback (Chaffin Place): 42-Feet
- Side Setback: 12.5-Feet
- Rear Setback: 30-Feet



Example of On-Site Lighting



Example of Monument Sign



Example of Entrance Gate



Example of Black Aluminum Fence



Example of 6-ft Tall Chain Link Black Vinyl Fence With Mesh

Architectural Characteristics:

- Building heights shall not exceed 45 feet in height
- All buildings will be 1-story
- The existing structure's exterior is to remain primarily unchanged architecturally; however the building will be painted Alabaster White on the entire building without base, body, and cap.
- The interior of the building shall be renovated to provide for the schools needs.
- The proposed building addition shall match the existing building in terms of material, style, and color with a brick facade.

Building Materials:

All Elevations:

Building to remain unchanged. Repairs to the exterior will be functional or cosmetic to replace windows, doors, etc. as needed.



Existing Front Elevation - Towards Chaffin Place



Existing Rear Elevation

SW 7008
Alabaster



Existing East Elevation - This portion of the building will be updated (painted) to match the color of the other three elevations.

Existing East Elevation - This portion of the building will be updated (painted) to match/accent the color of the other three elevations.

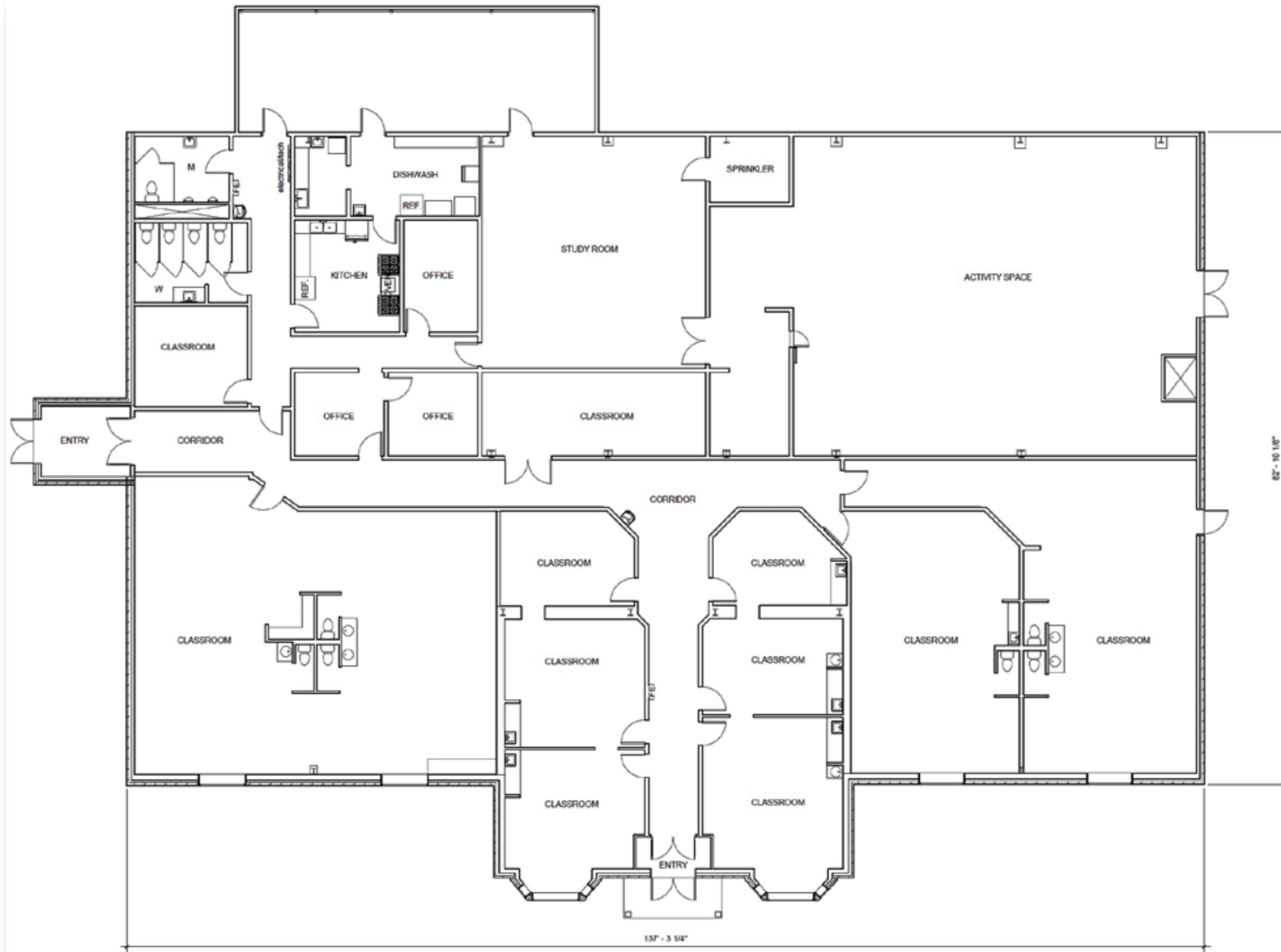


Existing West Elevation

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



Redeemer Classical Academy Conceptual Floor Plan

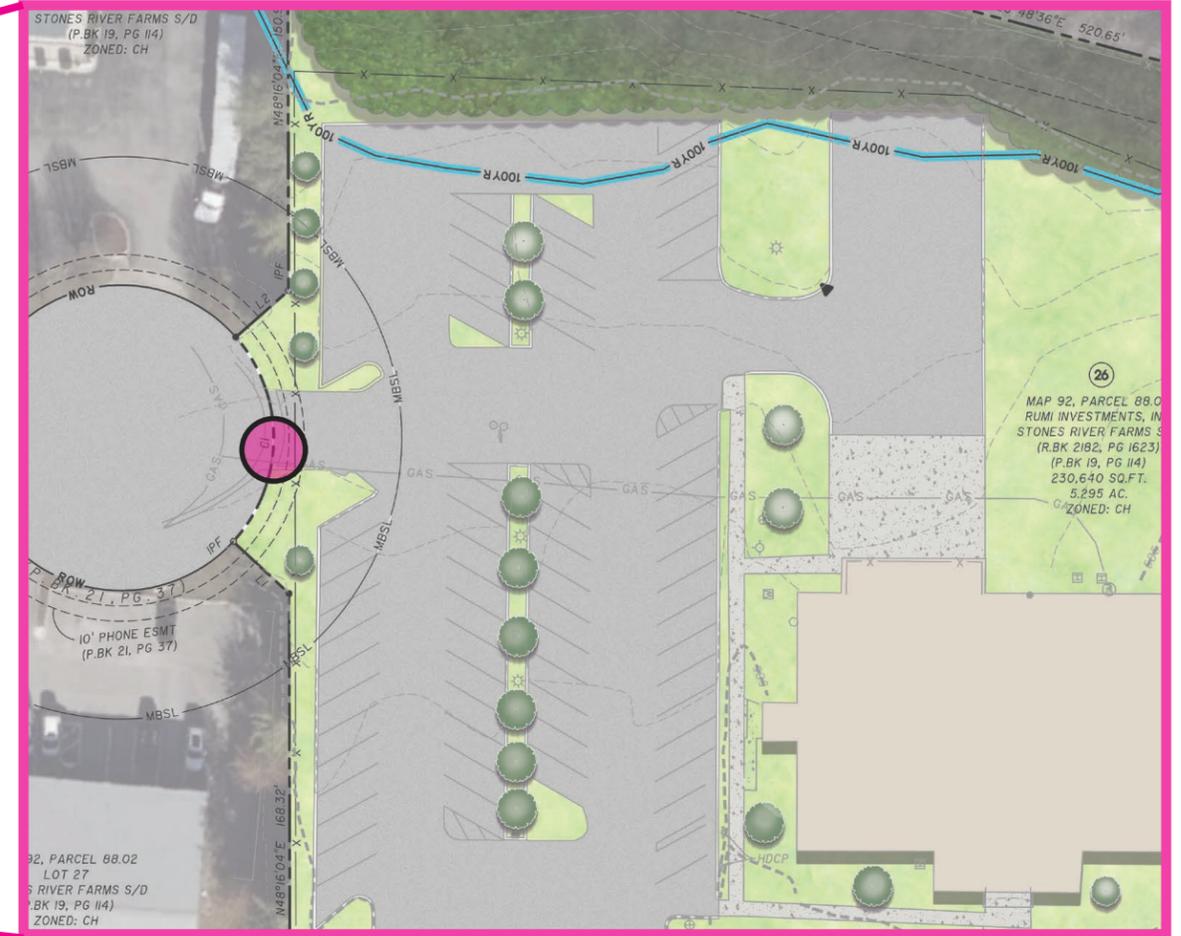
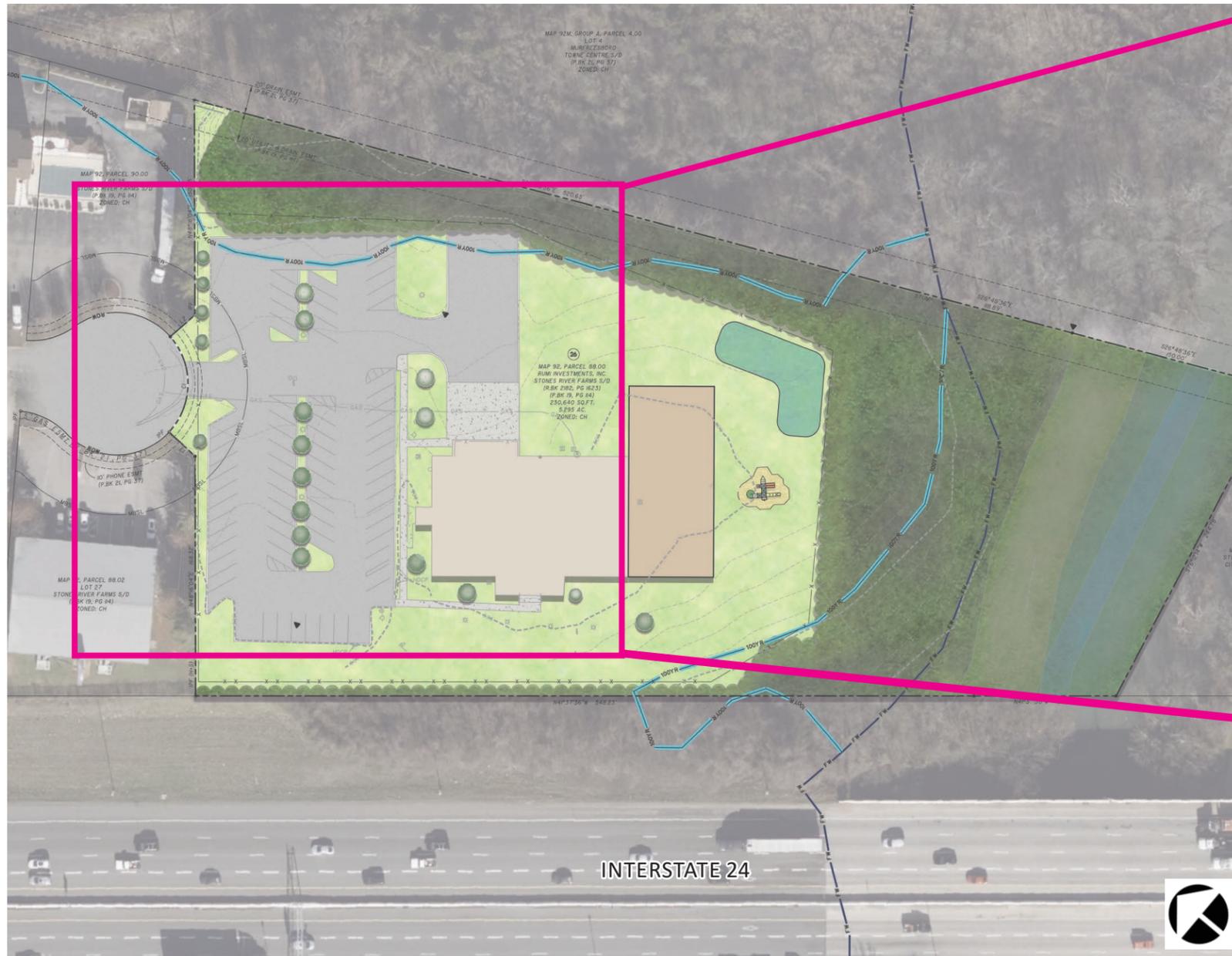


Existing Floor Plan

Redeemer Classical Academy Existing Floor Plan

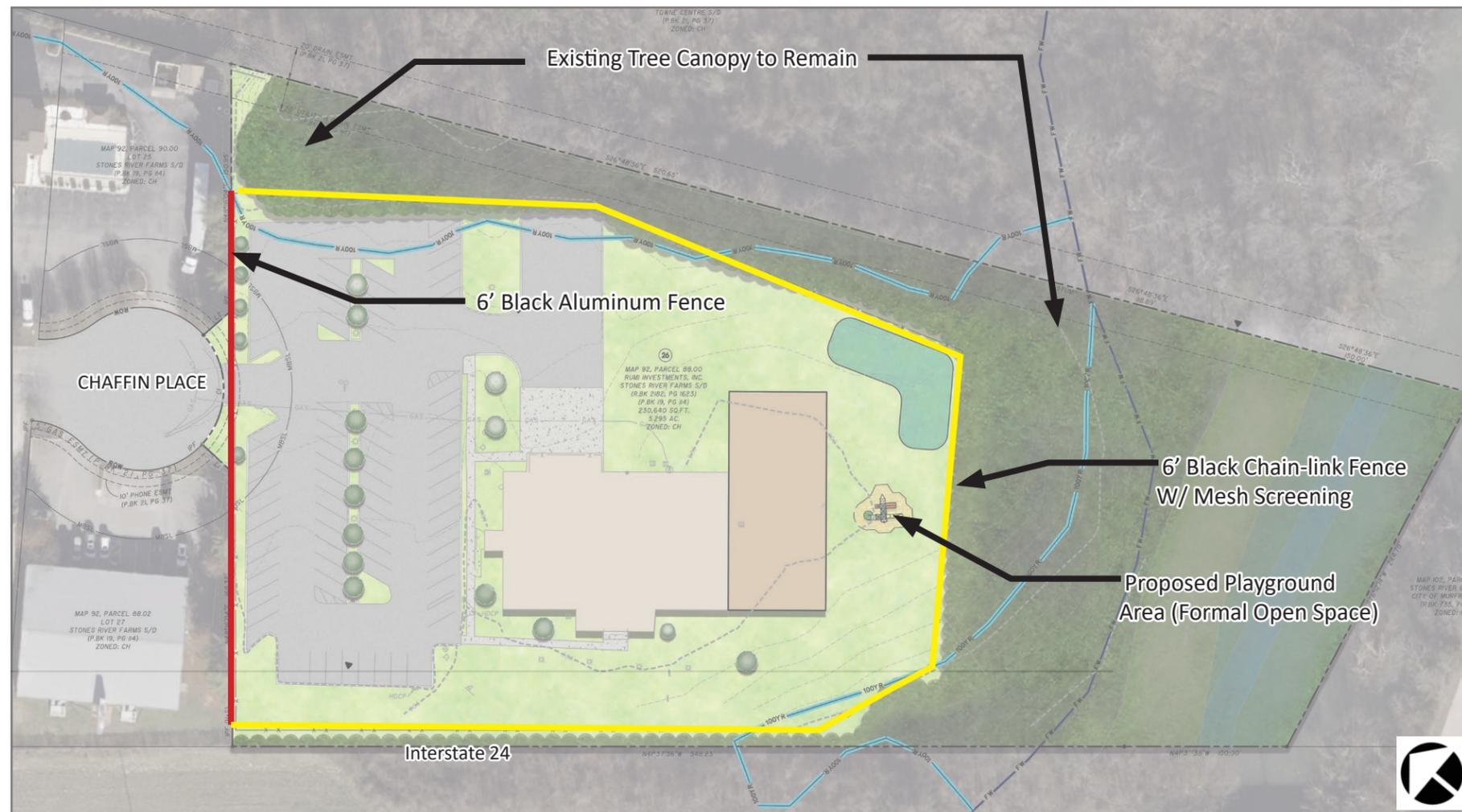
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.





 Ingress/Egress Point

Pursuant to the City of Murfreesboro’s Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. Chaffin Place is a minor thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 2 lane cross-section with curb and gutter along with no sidewalks on both sides of the roadway. Much of the existing traffic on Chaffin Place is generated by the adjacent Towne Centre Shopping Mall through the S. Frontage road. As stated above, the only primary means of ingress/egress from this site will be onto Chaffin place. A traffic impact study has been completed. The study did not warrant any improvements and this has been reviewed and accepted by Murfreesboro Public Infrastructure.



Example of Black Aluminum Fence



Example of Black Chain-link Fence W/ Mesh Screening

Landscaping Characteristics:

- Existing landscaping around the building is to remain. Trees and shrubs that are removed or damaged during construction shall be replaced.
- A minimum 8 feet of landscape area shall be required for any proposed parking areas and the Chaffin Place ROW. The existing parking areas shall remain as is and are not required to be reconstructed to meet the 8' distance requirements along the northwestern boundary of the site.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- The base of building plantings will not be required with this project based on recommendations of the Department of Homeland Safety for educational facilities.
- All other Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- Detention ponds and other stormwater facilities shall follow beautification standards per City of Murfreesboro landscaping ordinance.
- Fencing shall be utilized as seen in the above exhibit. Fencing shall be a minimum of 6' tall. Gated entrances shall coordinate with Emergency Services to ensure access into the site.
- Formal Open Space requirements shall be satisfied by the playground area.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits given on Pages 3-6 meet this requirement.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits given on Pages 3-6 meet this requirement.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits given on Pages 3-6 meet this requirement.

4.) A drawing defining the location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Pages 8-9,14-15 provide exhibits and standards that provides the required materials.

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Page 14 provide exhibits and standards that provides the required materials.

6.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

- (AA): The approximate date when construction of the project can be expected to begin.
- (BB): The order in which the phases of the project will be built.
- (CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage
- (DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in one phase. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned Commercial Highway (CH). The surrounding area has a mixture of commercial and industrial properties. The concept plan and development standards combined with the architectural requirements of the buildings shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complement existing and future development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property. See below Comparative Use Table for exception in red text.

Response: The applicant is the requesting setback exceptions below with this PND.

SETBACKS	CH	PND	DIFFERENCE
Front Setback	42.0'	40.0'	-2.0'
Side Setback	10.0'	12.5'	+2.5'
Rear Setback	20.0'	30.0'	+10.0'
Minimum Lot Size	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A

9.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio) and the O.S.R. (Open Space Ratio). These tabulations are for the PND.

Response: This requirement has been addressed in the chart below.

TOTAL SITE AREA	230,868 s.f.
TOTAL MAXIMUM FLOOR AREA	21,000 s.f.
TOTAL LOT AREA	230,868 s.f.
TOTAL BUILDING COVERAGE	21,000 s.f.
TOTAL DRIVE/ PARKING AREA	39,248 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	191,620 s.f.
TOTAL OPEN SPACE	153,105 s.f.
FLOOR AREA RATIO (F.A.R.)	0.09
LIVABILITY SPACE RATIO (L.S.R.)	0.74
OPEN SPACE RATIO (O.S.R.)	0.91

10.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). The property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0260J Effective 5/9/2023.

11.) The location and proposed improvements of any street depicted on the Murfreesboro Major Transportation Plan as adopted and as it may be amended from time to time.

Response: Pages 4 & 14 discusses the Major Transportation Plan.

12.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Redeemer Classical Academy contact info for both is provided on inside of cover.

13.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Pages 10-13 show the architectural character of the proposed building and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page .

PND Setbacks

LAND USE PARAMETERS AND BUILDING SETBACKS			
ZONING (EXISTING VS PROPOSED)	CH (COMPARATIVE)	PROPOSED PND	DIFFERENCE
RESIDENTIAL DENSITY			
MINIMUM LOT AREA	N/A	NA	N/A
MINIMUM LOT WIDTH	N/A	NA	N/A
MINIMUM EXTERNAL SETBACK REQUIREMENTS			
MINIMUM FRONT SETBACK	42'	40'	-2'
MINIMUM SIDE SETBACK	10'	12.5'	+2.5'
MINIMUM REAR SETBACK	20'	30'	+10'
LAND USE INTENSITY RATIOS			
MAX F.A.R.	NONE	NONE	NA
MINIMUM LIVABLE SPACE RATIO	NONE	NONE	NA
MINIMUM OPEN SPACE REQUIREMENT	20%	20%	0%
MINIMUM FORMAL OPEN SPACE REQUIREMENT	3%	3%	0%
MAX HEIGHT	75'	45'	-30'

REQUESTED EXCEPTIONS:

- 1.) Requesting an exception to the Murfreesboro Design Guidelines for building architecture to allow the building to be utilized as is. Additions will meet Design Review Standards.
- 2.) Requesting an exception to minimum area between parking and property lines to reduced from 8' to 5' for existing parking areas only.
- 3.) Requesting an exception to exclude any additional base of building landscaping requirements based on the recommendations of the Department of Homeland Safety for educational facilities.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

6:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Chair
Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT

Darren Gore, City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Stephen Anthony, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the November 19, 2025 Planning Commission regular meeting.

Mr. Tristan Carroll made a motion to approve the minutes of the November 19, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-423] for approximately 5.3 acres located at 210 Chaffin Place to be rezoned from CH to PND (Redeemer Classical Academy PND), Redeemer Classical Academy applicant. Ms. Holly Smyth presented the Staff Comments regarding

this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Stan Bennett (chairman of school), Mr. Matt Taylor (design engineer), and Mr. Brian Grover (landscape architect) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Ken Hallibuton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 3, 2025

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Staff Reports and Other Business:

Mandatory Referral [2025-717] to consider the dedication of an electric easement on City-owned property located along Wilkinson Pike, Middle Tennessee Electric applicant. Mr. Stephen Anthony presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

There being no further discussion, Mr. Shawn Wright made a motion to approve the mandatory referral subject to all staff comments; including all recommended conditions of approval in the staff report; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Tristan Carroll
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

ORDINANCE 26-OZ-05 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 5.3 acres located at 210 Chaffin Place from Highway Commercial (CH) District to Planned Institutional Development (PND) District (Redeemer Classical Academy PND); Redeemer Classical Academy, applicant, [2025-423].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as **Planned Institutional Development (PND) District**, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

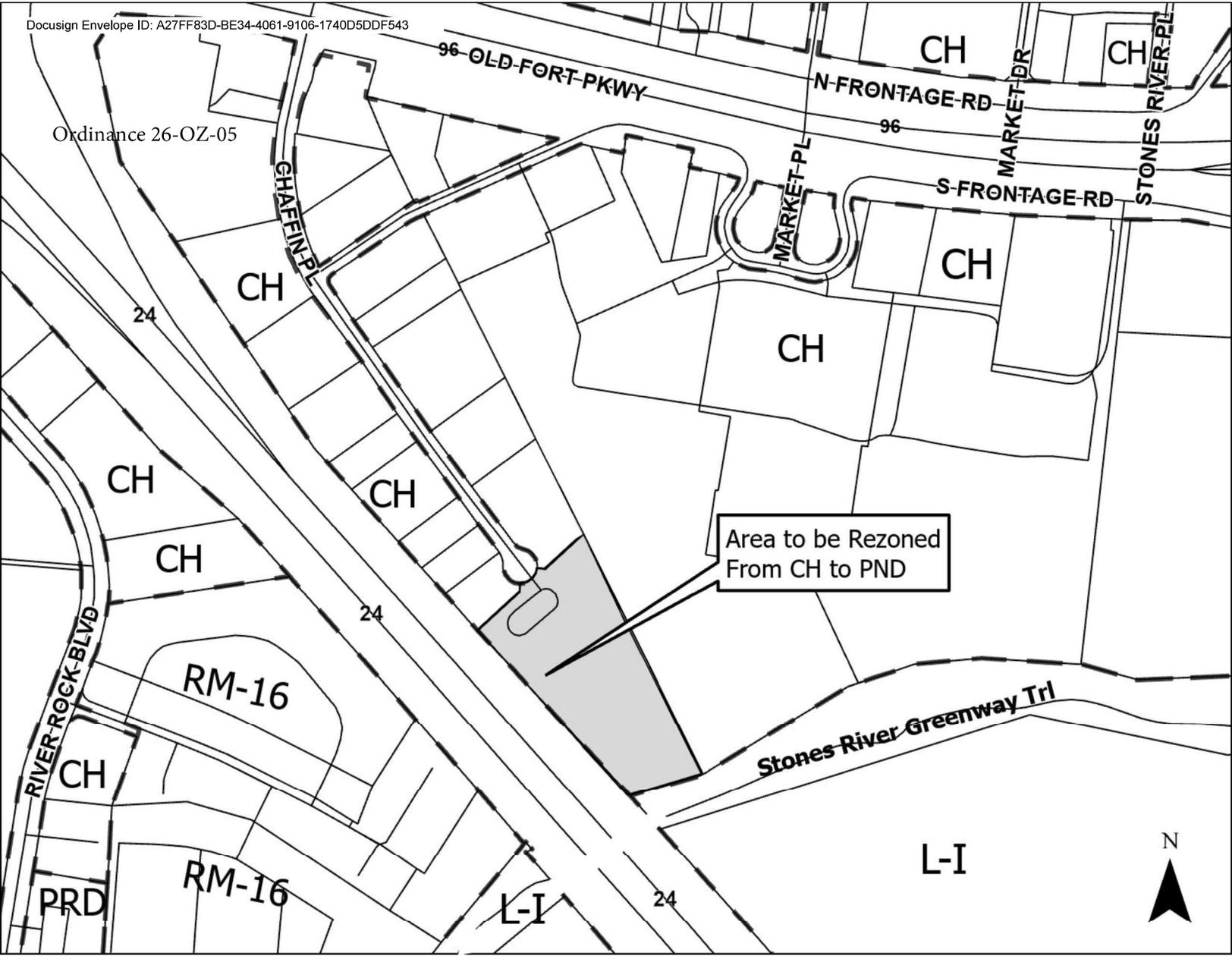
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

Ordinance 26-OZ-05



COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Amending the Sign Ordinance – Large Flag Signs
[Public Hearing Required]

Departments: Building and Codes/Planning

Presented by: Teresa Stevens, Sign Administrator

Requested Council Action:

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

Summary

Consider ordinance amending the Sign Ordinance Article 2, Section 25.2-26 (*On-site permanent sign requirements*) regarding “permanent ground-mounted large flag signs.”

Staff Recommendation

Conduct a public hearing and enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment on January 7, 2026.

Background Information

The Building and Codes Department presented an ordinance amendment [2025-804] regarding revisions to Article 2, Section 25.2-26 of the Sign Ordinance and pertaining to “permanent ground-mounted large flag signs.” During its regular meeting on January 7, 2026, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish Strong City Brand

This amendment reinforces the City’s commitment to customer service, evolving in order to respond to the needs of the community.

Improve Economic Development

The proposed amendment will allow for an additional type of signage for the business community to utilize in certain zoning districts.

Attachments:

1. Ordinance 26-O-06
2. Planning Commission staff comments from 01/07/26 meeting
3. Planning Commission minutes from 01/07/26 meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 7, 2026
SIGN ADMINISTRATOR: TERESA STEVENS**

- 5.b. Proposed amendment to the Sign Ordinance [2025-804] related to “permanent ground-mounted large flag signs” and pertaining to *Article 2, Section 25.2-26 (On-site permanent sign requirements)*, City of Murfreesboro Building and Codes Department applicant.**

The Building & Codes Department proposes an amendment to the Sign Ordinance to allow ground-mounted large flag signs on lots of 20 acres or more.

On-Site Permanent Signs, Section 25.2-26

- This ordinance amendment will only affect lots of 20 acres or more in H-I (Heavy Industrial), L-I (Light Industrial), & P (Park) zones.
- One ground-mounted large flag sign per lot. Shall not count toward the total number of wall or ground mounted flag signs otherwise permitted for the subject lot and zoning district under the provisions of this chapter.
- Ground-mounted large flag signs shall not exceed 4,000 square-feet.
- The setback shall be 200 feet from all property boundaries and overhead utility lines.
- Fall zone must be entirely within the boundaries of the property on which it’s located.
- The maximum height of the flagpole shall be 150 feet.
- The large ground mounted flag sign may have indirect illumination and shall not glare directly into any building on any other property.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to discuss and then formulate a recommendation to the City Council.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING JANUARY 7, 2026

MEMBERS PRESENT

Ken Halliburton, Chair
Jami Averwater, Vice-Chair
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT

Darren Gore, City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Marc Shackelford-Rowell, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney
Teresa Stevens, Sign Administrator

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the December 17, 2025 Planning Commission regular meeting.

Ms. Jami Averwater made a motion to approve the minutes of the December 17, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING JANUARY 7, 2026

Ken Halliburton

Nay: None

Proposed amendment to the Sign Ordinance [2025-804] related to “permanent ground-mounted large flag signs” and pertaining to Article 2, Section 25.2-26 (On-site permanent sign requirements), City of Murfreesboro Building and Codes Department applicant.

Ms. Teresa Stevens presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the proposed amendment subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

ORDINANCE 26-O-06 amending Murfreesboro City Code, Chapter 25.2—Signs, Section 25.2-26, dealing with regulation of flags and flagpoles; City of Murfreesboro Building and Codes Department, applicant [2025-804].

WHEREAS, the Mayor and Council of the City of Murfreesboro (“City Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Murfreesboro; and

WHEREAS, the City has determined that regulation of flags and flagpoles are necessary to protect the health, safety, and welfare of the public, and to promote the public interest by regulating the areas and methods of operation.

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

SECTION 1. Chapter 25.2, Signs, Section 25.2-26, On-site permanent sign requirements, of the Murfreesboro City Code is hereby amended at subsection (C) Permitted signs, by adding a new subsection (C)(11) as follows:

(11) SIGNS PERMITTED IN H-I, L-I, and P ZONING DISTRICTS:

(a) For a lot of 20 acres or more.

[1] Type – Permanent ground-mounted large flag signs:

Category – Commercial, Industrial, and Park only.

Number – One per lot. Shall not count toward the total number of wall or ground mounted flag signs otherwise permitted for the subject lot and zoning district under the provisions of this chapter.

Size – 4000 sq ft maximum. A large flag sign shall be no longer than 1/3 of the height of the flagpole as measured along its width, the edge of the large flag sign attached to the flagpole. A large flag sign may not exceed 80 feet in length.

Setback – 200 ft from all property boundaries and above ground utility lines. Fall zone must be entirely within the boundaries of the property.

Height –150 ft maximum

Illumination – Indirect only. Must not direct glare into any building on any other property.

Neither the large flag sign, flagpole, or other support structure may extend over a public ROW.

Neither the large flag sign, flagpole, or other support structure may extend over an adjoining property line.

SECTION 2. It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of The Code of the City of Murfreesboro, Tennessee, and

the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

SECTION 5. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Amending the Zoning Ordinance – Lot Coverage
[Public Hearing Required]

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 ordinance amending Chart 2 of the Zoning Ordinance regarding maximum lot coverage percentages for single-family residential uses.

Staff Recommendation

Conduct a public hearing and enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment on January 7, 2026.

Background Information

The Planning Department presented an ordinance amendment [2025-803] regarding revisions to Chart 2 of the Zoning Ordinance and pertaining to maximum lot coverage percentages for single-family residential uses. During its regular meeting on January 7, 2026, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish Strong City Brand

This amendment reinforces the City’s commitment to customer service by amending an ordinance to respond to the desires of the community and to make the regulations align better with those of comparable cities.

Improve Economic Development

By increasing the maximum lot coverage percentage, this amendment allows greater flexibility for home builders and homeowners seeking to make investments in their properties, responding to a market demand.

Attachments:

1. Ordinance 26-O-07
2. Planning Commission staff comments from 01/07/2026 meeting
3. Planning Commission minutes from 01/07/2026 meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 7, 2026
PROJECT PLANNER: BRAD BARBEE**

5.a. Proposed amendment to the Zoning Ordinance [2025-803] related to maximum lot coverage requirements for single-family residential uses and pertaining to Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios, City of Murfreesboro Planning Department applicant.

The Planning Department proposes a text amendment to the Zoning Ordinance to increase the maximum allowable lot coverage for single-family residential lots in the following zoning districts:

- **RS-15 (Single Family Residential)**
- **RS-12 (Single Family Residential)**
- **RS-10 (Single Family Residential)**
- **RS-8 (Single Family Residential)**
- **RM-12 (Residential Multi-Family)**
- **RM-16 (Residential Multi-Family)**
- **CL (Local Commercial)**
- **CU (College and University).**

The amendment is intended to provide additional flexibility for developers and property owners, address evolving housing needs, adapt to the demands of the market, and facilitate reinvestment within established neighborhoods.

Background

Lot coverage regulations establish the maximum percentage of a lot that may be occupied by buildings or structures. Existing standards were adopted during periods of lower development intensity and do not reflect contemporary housing trends, the increased need for ground-floor living area, or the current policy emphasis on promoting diverse housing options.

In recent years, the City has received numerous inquiries and permit applications involving:

- New single-family detached homes that exceed maximum lot coverage requirements;
- larger single-story home expansions,

- expanded outdoor living areas,
- accessory structures, such as detached garages, pool houses, etc.
- redevelopment of small or irregularly-shaped lots,

Current lot coverage limits in the RS and RM residential districts, as well as the CL and CU districts, have constrained the ability of property owners to pursue these improvements.

Proposed Amendment

The proposed amendment would revise maximum lot coverage percentages as follows in the chart below.

Zone District	Minimum Lot Area	Current Coverage	Proposed Coverage	% Change
RS-15	15,000 sq ft	25%	35%	+10%
RS-12	12,000 sq ft	25%	35%	+10%
RS-10	10,000 sq ft	25%	40%	+15%
RS-8	8,000 sq ft	35%	40%	+5%
RM-12	7,500 sq ft	30%	40%	+10%
RM-16	6,000 sq ft	35%	50%	+15%
CL	7,500 sq ft	30%	40%	+10%
CU	10,000 sq ft	25%	35%	+10%

No changes are proposed to any other zoning requirements for any of these districts.

Justification

Addresses Housing Demand and Modern Living Patterns

Allowing greater lot coverage enables floor plans that align with current market expectations, particularly for single-story living, multi-generational households, desired accessory structures (such as detached garages and pool houses), and units designed for universal accessibility.

Supports Attainable Housing Goals

More flexible lot coverage limits help reduce design and development barriers, making small-scale residential infill development more feasible.

Encourages Infill and Redevelopment

RM-16, RM-12, CL and CU districts often contain legacy parcels with limited building envelopes. Increasing lot coverage allows for appropriate urban-scale infill that supports walkability and neighborhood-serving retail and services.

Maintains Neighborhood Character and Form

The proposal does **not** modify height or setback standards that govern the visual massing of development. As a result, the amendment provides flexibility without changing the scale or appearance of buildings from the street.

Infrastructure Impacts Remain Low

This amendment does not increase permitted density. Stormwater and impervious surface regulations remain unchanged, ensuring that drainage and downstream infrastructure are not adversely affected.

Aligns with Comprehensive Plan and Housing Objectives

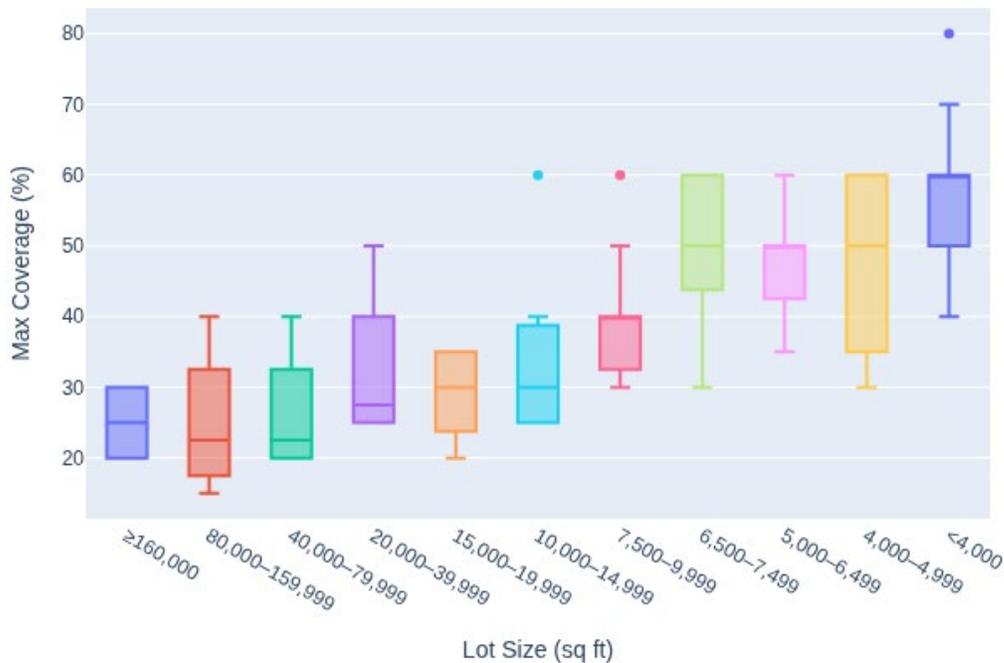
The Comprehensive Plan emphasizes the creation of diverse housing types, reinvestment in established neighborhoods, and compact urban development in commercial corridors. The proposed changes directly support these adopted goals.

Jurisdiction Data and Comparisons

Area lot coverage data was gathered by Planning Department Intern Kendall Thirakul from Nashville, Brentwood, Chattanooga, Knoxville, Huntsville, Montgomery, AL, and Augusta, GA.

The graph below represents the collected data from each city as a range by the square footage of the lots. As each jurisdiction has varying minimum lot sizes and districts, the lot ranges are created to capture the most similar lot comparisons.

Residential: Distribution of Maximum Building Coverage by Lot Size Bin



- Murfreesboro's **6,000 sf lots (50%)** align closely with norms of the studied peer cities (mean 52%).
- **8,000 sf lots (35%)** are **below the mean of the studied peer cities (46%)** and quartiles (Q1=40%, Q3=50%).
- **10,000 sf lots (25%)** are **well below peers (mean 38%, median 40%)**.
- **15,000 sf lots (25%)** are also **below peers (mean 35%, Q3=40%)**.
- **12,000 sf lots** have limited peer data (only one jurisdiction at 25%), but likely similar to 10,000–15,000 sf trends.

Planning Commission Action

The Planning Commission will need to conduct a public hearing for this request and formulate a recommendation for the City Council.

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}			Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Land Use Intensity Ratios			Maximum Lot Coverage (percent)
	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)			Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
RS-15 DISTRICT 1. Dwellings and other uses permitted	15,000	75 ^[12]	40	12.5	30	35	2.9	none	none	none	25 35
RS-12 DISTRICT 1. Dwellings and other uses permitted	12,000	70 ^[12]	35	10	25	35	3.63	none	none	none	25 35
RS-10 DISTRICT 1. Dwellings and other uses permitted	10,000	65 ^[12]	35	10	25	35	4.4	none	none	none	25 40
RS-8 DISTRICT 1. Dwellings and other uses permitted ^[28]	8,000	55 ^[12]	35 ^{[1][29]}	5	20	35	5.4	none	none	none	35 40
RS-6 DISTRICT 1. Dwellings and other uses permitted ^[28]	6,000	50 ^[12]	35 ^{[1][29]}	5	20	35	7.2	none	none	none	50
RS-4 DISTRICT 1. Dwellings and other uses permitted ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	50
R-D DISTRICT 1. Single-family detached dwellings and other uses permitted except ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	50
2. Two-family dwellings	6,500	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	4,000	27 ^[12]	35 ^[1]	5	25	35	10.9	none	none	none	none
RM-12 DISTRICT 1. Single-family detached dwellings and other uses permitted except ^[28]	7,500	50 ^[12]	35 ^{[1][37]}	5	25	35	5.8	none	none	none	30 40
2. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
3. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,750	18 ^[12]	35 ^{[1][37]}	5	25	35	11.6	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	FN ^[14]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[14]	none	none	FN	none
RM-16 DISTRICT 1. Single-family detached dwellings and other uses permitted except ^[28]	6,000	50 ^[12]	35 ^{[1][37]}	5	25	35	7.3	none	none	none	35 50
2. Two-family dwellings	6,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35
3. Three-family dwellings	9,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30
4. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,000	18 ^[12]	35 ^{[1][37]}	5	25	35	14.5	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	FN ^[9]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[9]	none	none	FN	none

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}			Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Land Use Intensity Ratios			Maximum Lot Coverage (percent)
	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)			Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
RS-A DISTRICT^[35]											
1. Single-family detached and single-family attached or detached with zero-lot line (max. 2 units attached) ^{[7][28][31]}	3,000	30 ^[12]	35 ^{[1][37]}	5	20	35	14.5	none	none	none	none
2. Single-family attached townhouse on one lot or individual lots (Suburban Type) ^{[30][32][33]}	2,000 ^[36]	20 ^[36]	35 ^[1]	5	20	35	12	1	0.5	0.25	none
3. Single-family attached townhouse on one lot or individual lots (Urban Type) ^{[30][32][33][34]}	2,000 ^[36]	20 ^[36]	20 ^{[1][34]}	5	20	45 ^[34]	12	1	none	none	none
4. Other uses permitted	6,000	30 ^[12]	30 ^[1]	10	20	35	none	none	none	none	35
R-MO DISTRICT											
1. Mobile homes	4,000	40 ^[12]	25 ^[1]	10	15	12	10.9	none	none	none	none
CM-R DISTRICT											
1. Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
2. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	16	none	none	none	none
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	2,500	30	35 ^[1]	5	20	35	16	none	none	none	none
4. Single-family attached townhouse dwellings ^[30]	2,500	50 ^[12]	30 ^[1]	10	20	35	16 ^[9]	0.3	0.48	0.7	none
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25 ^[4]	35	11.6	none	none	none	30
6. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM DISTRICT											
1. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM-RS-8 DISTRICT											
1. Single-family detached	8,000	50 ^[12]	35 ^{[1][29]}	10	20	35	5.4	none	none	none	none
2. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
OG-R DISTRICT											
1. Offices and other uses except	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none
2. Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
3. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	none
4. Three-family dwellings	7,500	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	30
5. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	10	20	35	14.5	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	2,500	25 ^[12]	35 ^[1]	5	20	35	17.4	none	none	none	none
OG DISTRICT											
1. Offices and other uses	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none
CL DISTRICT											
1. All commercial uses except	none	none ^[13]	42	10 ^[6]	20	35	none	none	none	none	none
2. Single-family detached dwellings ^[28]	7,500	50 ^[12]	35 ^{[1][29]}	5	25	35	5.8	none	none	none	30 40
3. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING JANUARY 7, 2026

MEMBERS PRESENT

Ken Halliburton, Chair
Jami Averwater, Vice-Chair
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT

Darren Gore, City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Marc Shackelford-Rowell, Planner
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney
Teresa Stevens, Sign Administrator

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the December 17, 2025 Planning Commission regular meeting.

Ms. Jami Averwater made a motion to approve the minutes of the December 17, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING JANUARY 7, 2026

Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

5. Public Hearings and Recommendations to Council:

Proposed amendment to the Zoning Ordinance [2025-803] related to maximum lot coverage requirements for single-family residential uses and pertaining to Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios, City of Murfreesboro Planning Department applicant. Mr. Brad Barbee

presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Shawn Wright made a motion to approve the proposed amendment to the Zoning Ordinance subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING JANUARY 7, 2026

Ken Halliburton

Nay: None

Proposed amendment to the Sign Ordinance [2025-804] related to “permanent ground-mounted large flag signs” and pertaining to Article 2, Section 25.2-26 (On-site permanent sign requirements), City of Murfreesboro Building and Codes Department applicant. Ms. Teresa Stevens presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the proposed amendment subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

ORDINANCE 26-O-07 amending Murfreesboro City Code Appendix A, Zoning, Chart 2, modifying the maximum lot coverage percentages, City of Murfreesboro, applicant [2025-803].

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

SECTION 1. Appendix A, Chart 2, of the Murfreesboro City Code is hereby amended by modifying the maximum lot coverage percentages as follows:

	Maximum Lot Coverage (percent)
RS-15 DISTRICT 1. Dwellings and other uses permitted	35
RS-12 DISTRICT 1. Dwellings and other uses permitted	35
RS-10 DISTRICT 1. Dwellings and other uses permitted	40
RS-8 DISTRICT 1. Dwellings and other uses permitted ^[28]	40
RM-12 DISTRICT 1. Single-family detached dwellings and other uses permitted except ^[28]	40
RM-16 DISTRICT 1. Single-family detached dwellings and other uses permitted except ^[28]	50
CL DISTRICT 2. Single-family detached dwellings ^[28]	40
CU DISTRICT 1. Single-family detached	35

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:
1st reading _____
2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Resolutions 26-R-02, 26-R-03, 26-R-04, 26-R-05 - Issuance of General Obligation Debt

Department: Administration

Presented by: Erin Tucker, Budget Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider authorizing the financing of the FY26 Capital Improvement Program (CIP) Projects with fixed rate bond issuance

Staff Recommendation

Approve Resolutions 26-R-02, 26R-03, 26-R-04, and 26-R-05 authorizing the public notice of and issuance of fixed rate debt.

Background Information

Council approved the FY26 CIP projects at the November 13, 2025 workshop meeting. The City's FY26 CIP totals approximately \$66 million including:

- \$28.5m for road construction and improvements.
- \$16m for Parks and Recreation improvements and equipment
- \$6.8m for facility improvements.
- \$6m for Public Safety, including \$3m for design of new fire and police facilities
- \$4m for School roof replacements

In addition, Murfreesboro Water Resources FY26 CIP totals \$33.1m for the biosolids thermal drying equipment.

The City's financial adviser, Cumberland Securities, is assisting the City with the bond sale along with Bass Berry & Sims acting as bond counsel. By competitively selling these bonds, the City is positioned to lock in historically low fixed rates.

Council Priorities Served

Responsible budgeting

Securing a low interest rate paired with existing debt roll-off will allow for precise budgeting.

Fiscal Impact

In total, the City's expected annual debt service is approximately \$7 million. However, it is anticipated that the City's projects will be financed with smaller debt issuances to keep interest costs as low as possible.

Water Resources' annual debt service is anticipated around \$3.2 million.

Attachments

1. Resolution 26-R-02
2. Resolution 26-R-03
3. Resolution 26-R-04
4. Resolution 26-R-05
5. FY26 CIP Summary

RESOLUTION 26-R-02 authorizing the issuance of general obligation bonds by the City of Murfreesboro, Tennessee, of not to exceed Sixty-Six Million Dollars (\$66,000,000) to provide funding for certain public works projects and to fund the incidental and necessary expenses related thereto.

WHEREAS, it is necessary and in the public interest of the City of Murfreesboro, Tennessee (the “Municipality”), to issue one or more series of general obligation bonds (the “Bonds”) pursuant to Title 9, Chapter 21, Tennessee Code Annotated (the “Act”), for the purpose of financing certain public works projects, as hereinafter more fully described, and to pay legal, fiscal, administrative, architectural, and engineering costs, and costs incident to the financing of such public works projects.

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

SECTION 1. For the purposes of financing (a) all or a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, extension, and renovation of the following: (1) public lands, buildings, facilities, equipment and vehicles, including but not limited to public lands, buildings, facilities, equipment and vehicles for general government operations, fire and rescue, police, parks and recreation, schools and solid waste, (2) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes, signage and related department buildings, facilities, vehicles and equipment and (3) technology equipment and related software used for Municipality purposes; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing the Bonds, the Municipality is hereby authorized to issue general obligation bonds in the amount of not to exceed Sixty-Six Million Dollars (\$66,000,000), which shall bear interest at a rate or rates not to exceed the maximum rate permitted under applicable Tennessee law.

SECTION 2. The Bonds shall be payable from unlimited ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount, and for the punctual payment of said principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality will be irrevocably pledged.

SECTION 3. After the adoption of this resolution, the City Recorder is directed to cause this resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 4. This resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin E. Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Murfreesboro, Tennessee, shall have been filed with the City Recorder of the City of Murfreesboro, Tennessee, protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

I, the undersigned, Erin E. Tucker, do hereby certify that I am the duly appointed City Recorder of the City of Murfreesboro, Rutherford County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of RESOLUTION 26-R-02 adopted by the City Council of said City at its meeting held on February 5, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed by official signature and affixed the Corporate Seal of said City this ____ day of _____, 2026.

ERIN E. TUCKER
CITY RECORDER

(S E A L)

RESOLUTION 26-R-03 authorizing the issuance of water and sewer revenue and tax bonds by the City of Murfreesboro, Tennessee, of not to exceed Thirty-Four Million Dollars (\$34,000,000) to provide funding for water and sewer system improvements and to fund the incidental and necessary expenses related thereto.

WHEREAS, it is necessary and in the public interest of the City of Murfreesboro, Tennessee (the "Municipality"), to issue one or more series of water and sewer revenue and tax bonds (the "Bonds") pursuant to Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), for the purpose of financing the improvement and extension to the Municipality's water and sewer system (the "System"), and to pay legal, fiscal, administrative, architectural, and engineering costs, and costs incident to the financing of such System projects.

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

SECTION 1. For the purposes of financing (a) all or a portion of the costs of the improvement and extension to the System; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing the Bonds, the Municipality is hereby authorized to issue water and sewer revenue and tax bonds in the amount of not to exceed Thirty-Four Million Dollars (\$34,000,000), which shall bear interest at a rate or rates not to exceed the maximum rate permitted under applicable Tennessee law.

SECTION 2. The Bonds shall be payable from and secured by a pledge of the revenues to be derived from the operation of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System and to prior pledges of such revenues in favor of certain prior lien obligations payable from the revenues of the System. In the event of a deficiency in such revenues, the Bonds are payable from unlimited ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount, and for the punctual payment of said principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality will be irrevocably pledged.

SECTION 3. After the adoption of this resolution, the City Recorder is directed to cause this resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 4. This resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin E. Tucker
City Recorder

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Murfreesboro, Tennessee, shall have been filed with the City Recorder of the City of Murfreesboro, Tennessee, protesting the issuance of the water and sewer revenue and tax bonds, such bonds will be issued as proposed.

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

I, the undersigned, Erin E. Tucker, do hereby certify that I am the duly appointed City Recorder of the City of Murfreesboro, Rutherford County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of RESOLUTION 26-R-03 adopted by the City Council of said City at its meeting held on February 5, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed by official signature and affixed the Corporate Seal of said City this ____ day of _____, 2026.

ERIN E. TUCKER
CITY RECORDER

(S E A L)

RESOLUTION 26-R-04 authorizing the issuance of general obligation bonds of the City of Murfreesboro, Tennessee, in the aggregate principal amount of not to exceed Sixty-Six Million Dollars (\$66,000,000), in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

WHEREAS, Title 9, Chapter 21 of the Tennessee Code Annotated, as amended, authorizes the City of Murfreesboro, Tennessee (the "Municipality"), by resolution of the City Council (the "Governing Body"), to issue and sell bonds to finance public works projects; and

WHEREAS, the Governing Body of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing (a) all or a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, extension, and renovation of the following: (1) public lands, buildings, facilities, equipment and vehicles, including but not limited to public lands, buildings, facilities, equipment and vehicles for general government operations, fire and rescue, police, parks and recreation, schools and solid waste, (2) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes, signage and related department buildings, facilities, vehicles and equipment and (3) technology equipment and related software used for Municipality purposes; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing said bonds; and

WHEREAS, the Governing Body of the Municipality further hereby determines that it is advisable to sell said general obligation bonds in one or more series; and

WHEREAS, on the date hereof, an initial resolution proposing the issuance of not to exceed Sixty-Six Million Dollars (\$66,000,000) in aggregate principal amount of general obligation bonds, the proceeds of which shall be used for the purposes set forth above, was adopted and, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, will be published as required by law; and

WHEREAS, it is the intention of the Governing Body of the Municipality to adopt this resolution for the purpose of authorizing not to exceed Sixty-Six Million Dollars (\$66,000,000) in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the

levy of a tax for the payment of principal thereof and premium, if any, and interest thereon.

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

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated, as amended, and other applicable provisions of law.

SECTION 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means the not to exceed Sixty-Six Million Dollars (\$66,000,000) General Obligation Bonds of the Municipality, to be issued in one or more series and dated their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(c) “City Manager” means the City Manager of the Municipality or, in the absence, unavailability or incapacity of such officer, such person who is duly authorized to perform the duties otherwise performed by the City Manager.

(d) “City Recorder” means the City Recorder of the Municipality or, in the absence, unavailability or incapacity of such officer, such person who is duly authorized to perform the duties otherwise performed by the City Recorder.

(e) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(f) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(g) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(h) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(i) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(j) “Governing Body” means the City Council of the Municipality.

(k) “Mayor” means the Mayor of the Municipality or, in the absence, unavailability or incapacity of such officer, such person who is duly authorized to perform the duties otherwise performed by the Mayor.

(l) “Municipal Advisor” means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(m) “Projects” means (a) all or a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, extension, and renovation of the following: (1) public lands, buildings, facilities, equipment and vehicles, including but not limited to public lands, buildings, facilities, equipment and vehicles for general government operations, fire and rescue, police, parks and recreation, schools and solid waste, (2) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes, signage and related department buildings, facilities, vehicles and equipment and (3) technology equipment and related software used for Municipality purposes; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith; and (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto.

(n) “Registration Agent” means U.S. Bank Trust Company, National Association, acting as the registration and paying agent pursuant to the terms hereof, or any successor designated by the Governing Body.

SECTION 3. Findings of the Governing Body: Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy. Preliminary and estimated interest and issuance costs for the Bonds have been made available to the Governing Body.

SECTION 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects, reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable, and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds of the Municipality in the aggregate principal amount of not to exceed Sixty-Six

Million Dollars (\$66,000,000). The Bonds shall be issued in one or more series, as fully registered certificated Bonds or in fully registered, book-entry form, without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Bonds”, shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2026. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2027 through 2041.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds may be subject to redemption prior to maturity at the option of the Municipality on June 1, 2035, and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds (“Term Bonds”) with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity

amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). If DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall

be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby appoints the Registration Agent and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of

the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are not registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special

Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Recorder.

(j) If the Bonds are issued using a Book-Entry System, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. If a Book-Entry System is employed, one Bond for each

maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. A Book-Entry System, if employed, shall evidence ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC. Unless the text expressly or by necessary implication requires otherwise, references in this Subsection to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that the Bonds are issued through a Book-Entry System and (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall

discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) If a Book-Entry System is used, the Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds registered in the name of the owner without the utilization of DTC and the Book-Entry System.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be

transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

SECTION 5. Security and Source of Payment. The Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

SECTION 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number___

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF RUTHERFORD
CITY OF MURFREESBORO
GENERAL OBLIGATION BOND, SERIES 2026

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Murfreesboro, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [December 1, 2026], and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of U.S. Bank Trust Company, National Association, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the

Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). [As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption.] From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner’s attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in

exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to finance (a) all or a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, extension, and renovation of the following: (1) public lands, buildings, facilities, equipment and vehicles, including but not limited to public lands, buildings, facilities, equipment and vehicles for general government operations, fire and rescue, police, parks and recreation, schools and solid waste, (2) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes, signage and related department buildings, facilities, vehicles and equipment and (3) technology equipment and related software used for Municipality purposes; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing the Bonds, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the City Council of the Municipality on February 5, 2026.

This Bond shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on this Bond, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF MURFREESBORO, TENNESSEE

By: [Bond Form Only – Do Not Sign]
Mayor

(SEAL)

ATTESTED:

[Bond Form Only – Do Not Sign]
City Recorder

Transferable and payable at the designated corporate trust office of: U.S. Bank Trust Company, National Association
Nashville, Tennessee

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Murfreesboro, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

[End of Bond Form]

SECTION 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the corporate limits of the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

SECTION 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than ninety-nine percent (99.00%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate amount of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed twenty-one (21) years from the date of issuance;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on the Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution and bonds authorized by the other applicable resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the

Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, including any series thereof, (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and/or (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, if any, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in fully registered certificated or Book-Entry Form, to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an Official Statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to accept the engagement letter from Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit A.

(g) No Bonds shall be issued until the publication of the Initial Resolution and the passage of at least twenty (20) days since the publication thereof with no legally sufficient protest having been filed, and in no event shall such Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

SECTION 9. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Series 2026 General Obligation Bond Proceeds Fund (the "Bond Proceeds Fund"), or such other designation as shall be determined by the Mayor, to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Bond Proceeds Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit, if any, or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Bond Proceeds Fund shall be disbursed to pay the costs of the Projects and to reimburse the Municipality for any

funds previously expended for costs of the Projects. Money in the Bond Proceeds Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Bond Proceeds Fund. Money in the Bond Proceeds Fund shall be invested at the direction of the City Recorder in such investments as shall be permitted by applicable law to the extent permitted by applicable law and shall be retained therein. After completion of the Projects, monies, if any, remaining in the Bond Proceeds Fund may be used to pay debt service on the Bonds or to pay any required amounts to the United States Treasury pursuant to the Code in connection with the Bonds, subject to any modifications by the Governing Body and consultation with Bond Counsel.

In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds authorized by this resolution, including bond proceeds, accrued interest, reoffering premium, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

SECTION 10. Official Statement. The Mayor, City Manager and City Recorder of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, City Manager and City Recorder of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in any Preliminary Official Statement prepared, as shall be consistent with this resolution and necessary or desirable to complete the Preliminary Official Statement as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, City Manager and City Recorder of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of the Official Statement in such manner necessary to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission and any other applicable law or governmental rule.

The Mayor, City Manager and City Recorder of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem any Preliminary Official Statement and Official Statement for the Bonds in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be

omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing provisions of this Section, if the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds, as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

SECTION 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. In such event and to that end, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. Further to that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds.

This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds, if applicable.

SECTION 13. Continuing Disclosure. If and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds, the Municipality hereby covenants and agrees that it will provide annual financial information and event notices to the appropriate information repositories. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, is greater than the term of the Bonds financing said Projects.

SECTION 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Passed: _____

Shane McFarland, Mayor

ATTEST:

Erin E. Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

EXHIBIT A

ENGAGEMENT LETTER OF BOND COUNSEL

February 5, 2026

City of Murfreesboro, Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130
Attention: Shane McFarland, Mayor

**Re: Issuance of Not to Exceed Sixty-Six Million Dollars (\$66,000,000)
in Aggregate Principal Amount of General Obligation Bonds**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Murfreesboro, Tennessee (the "Municipality"), in connection with the issuance of the above-referenced bonds (collectively, the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance capital projects for the Municipality and to pay costs of issuance of the Bonds. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Municipality in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
6. Assist the Municipality in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.

7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Municipality and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Municipality with applicable laws relating to the Bonds. During the source of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Municipality to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation (such as contested validation proceedings).
- f. Making an investment or expressing any view as to the creditworthiness of the Municipality or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other outstanding debt or, after Closing, providing advice concerning

any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Municipality in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Municipality or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon acceptance of this engagement letter, the Municipality will be our client and attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Municipality, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the Municipality's acceptance of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Municipality will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Municipality, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Municipality and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that, during the time that we are representing the Municipality, one or more of our present or future clients will have transactions with the Municipality. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Municipality's consent to our representation of others consistent with the circumstances described in this paragraph.

FEEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$75,000.00. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if

material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter. The fee quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopies charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Municipality's property. We agree to maintain documentation for all charges against the Municipality. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Municipality or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Municipality upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Municipality a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature(s) of the Municipality. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by Tennessee law, any action between the parties arising from this engagement letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in writing by an authorized officer. Otherwise, we look forward to working with you.

48722636.2

RESOLUTION 26-R-05 authorizing the issuance of water and sewer revenue and tax bonds of the City of Murfreesboro, Tennessee, in the aggregate principal amount of not to exceed Thirty-Four Million Dollars (\$34,000,000), in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

WHEREAS, Title 9, Chapter 21 of the Tennessee Code Annotated, as amended, authorizes the City of Murfreesboro, Tennessee (the "Municipality"), by resolution of the City Council (the "Governing Body"), to issue and sell bonds to finance public works projects; and

WHEREAS, the Governing Body of the Municipality hereby determines that it is necessary and advisable to issue water and sewer revenue and tax bonds, in one or more series, for the purpose of financing (a) all or a portion of the costs of the improvement and extension to the Municipality's water and sewer system (the "System"); (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing said bonds; and

WHEREAS, the Governing Body of the Municipality further hereby determines that it is advisable to sell said water and sewer revenue and tax bonds in one or more series; and

WHEREAS, on the date hereof, an initial resolution proposing the issuance of not to exceed Thirty-Four Million Dollars (\$34,000,000) in aggregate principal amount of water and sewer revenue and tax bonds, the proceeds of which shall be used for the purposes set forth above, was adopted and, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, will be published as required by law; and

WHEREAS, it is the intention of the Governing Body of the Municipality to adopt this resolution for the purpose of authorizing not to exceed Thirty-Four Million Dollars (\$34,000,000) in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof and premium, if any, and interest thereon.

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

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated, as amended, and other applicable provisions of law.

SECTION 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means the not to exceed Thirty-Four Million Dollars (\$34,000,000) Water and Sewer Revenue and Tax Bonds of the Municipality, to be issued in one or more series and dated their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 10 hereof.

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(c) “City Manager” means the City Manager of the Municipality or, in the absence, unavailability or incapacity of such officer, such person who is duly authorized to perform the duties otherwise performed by the City Manager.

(d) “City Recorder” means the City Recorder of the Municipality or, in the absence, unavailability or incapacity of such officer, such person who is duly authorized to perform the duties otherwise performed by the City Recorder.

(e) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(f) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, repairing and insuring the System, including the cost of salaries, wages, cost of material and supplies and insurance premiums, but shall exclude depreciation and interest expense.

(g) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(h) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(i) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(j) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(k) "Governing Body" means the City Council of the Municipality.

(l) "Gross Earnings" means all revenues, rentals, earnings and income of the System from whatever source, including all revenues derived from the operation of the System, including proceeds from the sale of property; proceeds of insurance and condemnation awards and compensation for damages, to the extent not applied to the payment of the cost of repairs, replacements and improvements; and all amounts realized from the investment of funds of the System, including money in any accounts and funds created by this resolution, and resolutions authorizing any Prior Lien Obligations and resolutions authorizing any Parity Bonds or subordinate lien bonds (excluding any investment earnings from funds created to refund any outstanding bonds of the System or deposited to a bond proceeds fund established by a resolution authorizing such bonds to the extent set forth in such resolution).

(m) "Mayor" means the Mayor of the Municipality or, in the absence, unavailability or incapacity of such officer, such person who is duly authorized to perform the duties otherwise performed by the Mayor.

(n) "Municipal Advisor" means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(o) "Net Revenues" means Gross Earnings of the System, less Current Expenses, excluding any profits or losses on the sale or other disposition, not in the ordinary course of business, or investments or fixed or capital assets.

(p) "Parity Bonds" means bonds issued on a parity with the Bonds herein authorized in accordance with the restrictive provisions of Section 8 hereof.

(q) "Prior Lien Obligations" means, to the extent outstanding, the outstanding Revolving Fund Loan Agreements (Numbers CWF 2012-303; SRF 2012-306; CWF 2013-317; CG2 2014-338; and SRF 2014-339) among the Municipality, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority; the Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C, dated June 15, 2016, and any other obligations with an existing lien on the Gross Earnings of the System.

(r) "Projects" means (a) all or a portion of the costs of the improvement and extension to the System; (b) acquisition, construction and improvement of all other

property, real and personal, appurtenant thereto or connected therewith; and (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto.

(s) "Registration Agent" means U.S. Bank Trust Company, National Association, acting as the registration and paying agent pursuant to the terms hereof, or any successor designated by the Governing Body.

(t) "System" means the complete water and sewer system of the Municipality, together with, and including all water and sewer system properties of every nature hereafter owned by the Municipality, including all improvements and extensions made by the Municipality while the Bonds remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the water and sewer system, and including all appurtenances, contracts, leases, franchises and other intangibles.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy. Preliminary and estimated interest and issuance costs for the Bonds have been made available to the Governing Body.

SECTION 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects, reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable, and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds of the Municipality in the aggregate principal amount of not to exceed Thirty-Four Million Dollars (\$34,000,000). The Bonds shall be issued in one or more series, as fully registered certificated Bonds or in fully registered, book-entry form, without coupons, and subject to the adjustments permitted hereunder, shall be known as "Water and Sewer Revenue and Tax Bonds", shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2026. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June

1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2027 through 2046.

(b) Subject to the adjustments permitted under Section 10 hereof, the Bonds may be subject to redemption prior to maturity at the option of the Municipality on June 1, 2035, and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against

any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). If DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption

date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby appoints the Registration Agent and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are not registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be

paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered

owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Recorder.

(j) If the Bonds are issued using a Book-Entry System, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. If a Book-Entry System is employed, one Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. A Book-Entry System, if employed, shall evidence ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC. Unless the text expressly or by necessary implication requires otherwise, references in this Subsection to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be

recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that the Bonds are issued through a Book-Entry System and (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR

TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) If a Book-Entry System is used, the Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds registered in the name of the owner without the utilization of DTC and the Book-Entry System.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the

destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

SECTION 5. Security and Source of Payment. The Bonds shall be payable primarily from and be secured by a pledge of the Net Revenues to be derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of Prior Lien Obligations; and in the event of a deficiency of such Net Revenues, the Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

SECTION 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF RUTHERFORD
CITY OF MURFREESBORO
WATER AND SEWER REVENUE AND TAX BOND, SERIES 2026

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Murfreesboro, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [December 1, 2026], and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of U.S. Bank Trust Company, National Association, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent

as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the

Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). [As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption.] From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner’s attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to finance (a) all or a portion of the costs of the improvement and

extension to the System; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing the Bonds, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the City Council of the Municipality on February 5, 2026.

This Bond is payable primarily from and secured by a pledge of the revenues to be derived from the operation of the Municipality’s water and sewer system (the “System”), subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System and to the prior pledge of such revenues in favor of the Municipality's outstanding, to the extent outstanding, Revolving Fund Loan Agreements (Numbers CWF 2012-303; SRF 2012-306; CWF 2013-317; CG2 2014-338; and SRF 2014-339) among the Municipality, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority; the Water and Sewer System Revenue and Tax Refunding Bonds, Series 2016C, dated June 15, 2016[, and any other outstanding obligations issued prior to the date hereof with a lien on System revenues]. In the event of a deficiency of such revenues, this Bond is payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on this Bond, the full faith and credit of the Municipality are hereby irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF MURFREESBORO, TENNESSEE

By: [Bond Form Only – Do Not Sign]
Mayor

(SEAL)

ATTESTED:

[Bond Form Only – Do Not Sign]
City Recorder

Transferable and payable at the designated corporate trust office of: U.S. Bank Trust Company, National Association
Nashville, Tennessee

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Murfreesboro, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

[End of Bond Form]

SECTION 7. Levy of Tax. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, there is hereby pledged for such payment the Net Revenues derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of the Prior Lien Obligations, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in such Net Revenues for the purposes herein provided, the Municipality,

through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand from the Net Revenues of the System and available for the payment of such principal, premium, if any, and interest. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

SECTION 8. Equality of Lien; Prohibition of Prior Lien; Parity Bonds. The punctual payment of principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or execution or delivery, and, subject to the payment of Prior Lien Obligations, the Net Revenues of the System are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Except as hereinafter provided, the Municipality will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Gross Earnings of the System on a parity with or having priority over the Bonds.

Additional bonds, notes and other debt obligations may hereafter be issued on a parity with the Bonds under the following conditions but not otherwise:

(a) Additional bonds may be issued on a parity with the Bonds without regard to the requirements of subsection (b) of this Section if such bonds shall be issued for the purpose of refunding any of the Bonds or Parity Bonds which shall have matured or which shall mature not later than three months after the date of delivery of such refunding bonds.

(b) Additional bonds, notes and other debt obligations may be issued on a parity with the Bonds if all of the following conditions are met:

(i) The Net Revenues of the System for any twelve (12) consecutive months during the eighteen (18) months immediately preceding the issuance of the additional bonds, notes and other debt obligations must have been equal to 1.20 times

the maximum annual interest and principal requirements for any succeeding fiscal year on all bonds, notes and other debt obligations then outstanding payable from the Gross Earnings of the System (but excluding any bonds, notes and other debt obligations to be refunded from the proceeds of such bonds, notes and other debt obligations proposed to be issued) and the bonds, notes and other debt obligations so proposed to be issued; provided, however, that if prior to the authorization of such additional bonds, notes and other debt obligations the Municipality shall have adopted and put into effect a revised schedule of rates for the System or expanded the System (or will expand the System in connection with the issuance of the additional bonds) so that its capacity is increased, then the Net Revenues for the twelve (12) months of the eighteen (18) months immediately preceding the issuance of such additional bonds, notes and other debt obligations, as certified by an independent engineer or engineering firm with a favorable reputation for skill and experience in the design and operation of water and sewer systems or a nationally recognized firm of financial feasibility consultants having a favorable reputation for skill and experience in the financial feasibility of water and sewer systems, which would have resulted from such rates had they been in effect for such period or would have resulted from such additional capacity, may be used in lieu of the actual Net Revenues for such period;

(ii) No default in the payment of principal of and interest on the Bonds and any Parity Bonds shall have occurred; and

(iii) The proceeds of the additional bonds, notes or other debt obligations must be used solely for the making of improvements, extensions, renewals or replacements to the System, or to refund Bonds, any Parity Bonds or subordinate lien bonds or notes.

SECTION 9. Charges for Services Supplied by the System. While the Bonds and any Parity Bonds remain outstanding and unpaid, the Municipality covenants and agrees that it will permit no free service to be furnished to any consumer or user whatsoever, and the charges for all services supplied through the medium of the System to the Municipality and its residents and to all consumers shall be reasonable and just, taking into account and consideration the cost and value of the System and the cost of maintaining, operating, repairing, and insuring the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of, premium, if any, and interest on all bonds and other obligations payable from such Net Revenues, and there shall be charged against all users of the services of the System such rates and amounts as shall be fully adequate to meet the debt service requirements of the Bonds.

SECTION 10. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than ninety-nine percent (99.00%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate amount of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "Water and Sewer Revenue and Tax Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed twenty-one (21) years from the date of issuance;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on the Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 10.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "Water and Sewer Revenue and Tax Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution and bonds authorized by the other applicable resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, including any series thereof, (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and/or (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, if any, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in fully registered certificated or Book-Entry Form, to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an Official Statement and closing certificates,

as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to accept the engagement letter from Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit A.

(g) No Bonds shall be issued until the publication of the Initial Resolution and the passage of at least twenty (20) days since the publication thereof with no legally sufficient protest having been filed, and in no event shall such Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

SECTION 11. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Series 2026 Water and Sewer Bond Proceeds Fund (the "Bond Proceeds Fund"), or such other designation as shall be determined by the Mayor, to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Bond Proceeds Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit, if any, or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Bond Proceeds Fund shall be disbursed to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Bond Proceeds Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Bond Proceeds Fund. Money in the Bond Proceeds Fund shall be invested at the direction of the City Recorder in such investments as shall be permitted by applicable law to the extent permitted by applicable law and shall be retained therein. After completion of the Projects, monies, if any, remaining in the Bond Proceeds Fund may be used to pay debt service on the Bonds or to pay any required amounts to the United States Treasury pursuant to the Code in connection with the Bonds, subject to any modifications by the Governing Body and consultation with Bond Counsel.

In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the

Bonds authorized by this resolution, including bond proceeds, accrued interest, reoffering premium, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

SECTION 12. Official Statement. The Mayor, City Manager and City Recorder of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, City Manager and City Recorder of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in any Preliminary Official Statement prepared, as shall be consistent with this resolution and necessary or desirable to complete the Preliminary Official Statement as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, City Manager and City Recorder of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of the Official Statement in such manner necessary to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission and any other applicable law or governmental rule.

The Mayor, City Manager and City Recorder of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem any Preliminary Official Statement and Official Statement for the Bonds in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing provisions of this Section, if the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds, as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

SECTION 13. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in

amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 14. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. In such event and to that end, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. Further to that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality’s Federal Tax Compliance Policies and Procedures with respect to the Bonds, if applicable.

SECTION 15. Continuing Disclosure. If and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds, the Municipality hereby covenants and agrees that it will provide annual financial information and event notices to the appropriate information repositories. The Mayor is authorized to

execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 16. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

SECTION 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Erin E. Tucker
City Recorder

Signed by:
Adam F. Tucker
43A2035E51F9401...

Adam F. Tucker
City Attorney

EXHIBIT A

ENGAGEMENT LETTER OF BOND COUNSEL

February 5, 2026

City of Murfreesboro, Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130
Attention: Shane McFarland, Mayor

Re: Issuance of Not to Exceed \$34,000,000 in Aggregate Principal Amount of Water and Sewer Revenue and Tax Bonds

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Murfreesboro, Tennessee (the "Municipality"), in connection with the issuance of the above-referenced bonds (collectively, the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance capital projects for the water and sewer system of the Municipality and to pay costs of issuance of the Bonds. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Municipality in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
6. Assist the Municipality in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.

7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Municipality and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Municipality with applicable laws relating to the Bonds. During the source of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Municipality to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation (such as contested validation proceedings).
- f. Making an investment or expressing any view as to the creditworthiness of the Municipality or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other outstanding debt or, after Closing, providing advice concerning

any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Municipality in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Municipality or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon acceptance of this engagement letter, the Municipality will be our client and attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Municipality, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the Municipality's acceptance of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Municipality will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Municipality, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Municipality and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that, during the time that we are representing the Municipality, one or more of our present or future clients will have transactions with the Municipality. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Municipality's consent to our representation of others consistent with the circumstances described in this paragraph.

FEEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$55,000.00. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if

material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter. The fee quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopies charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Municipality's property. We agree to maintain documentation for all charges against the Municipality. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Municipality or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Municipality upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Municipality a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature(s) of the Municipality. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by Tennessee law, any action between the parties arising from this engagement letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in writing by an authorized officer. Otherwise, we look forward to working with you.

48722642.2

Department	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	MED Sale Proceeds	General Fund	General Fund Assigned	Other Funding	FY26 Funding	FY28 Funding	FY30 Funding	FY32 Funding	FY34 Funding	Future Funding
Administration	Land Acquisition/Contingency Costs		2,500,000	-	-	-	-	-	-	500,000	400,000	400,000	400,000	400,000	400,000
	Department Total		2,500,000	-	-	-	-	-	-	500,000	400,000	400,000	400,000	400,000	400,000
Airport	Air Traffic Control Tower Construction		9,675,000	-	-	-	-	-	9,191,250	13,750	-	45,000	425,000	-	-
Airport	Airport Hangar Additions		5,000,000	-	-	-	2,854,245	-	2,145,755	-	-	-	-	-	-
Airport	Airport Layout Plan Update		400,000	-	-	-	-	-	380,000	-	-	20,000	-	-	-
Airport	Approach Mitigation - Design & Phase 1		1,130,500	4,507	-	-	-	-	1,074,000	1,993	50,000	-	-	-	-
Airport	Approach Mitigation Construction Phase 2		3,500,000	-	-	-	-	-	3,325,000	-	-	175,000	-	-	-
Airport	Apron Expansion		2,250,000	47,713	-	-	-	-	2,137,500	-	-	-	-	-	64,787
Airport	Apron Expansion Main Ramp - Design and Construction		2,250,000	-	-	-	-	-	2,140,000	-	-	-	-	-	110,000
Airport	Apron T-hangar A-E Pavement Rehab		1,260,000	-	-	-	-	-	1,197,000	-	63,000	-	-	-	-
Airport	Apron T-Hangar Pavement Rehabilitation		1,060,000	-	-	-	-	-	1,007,000	53,000	-	-	-	-	-
Airport	Fuel farm removal and landscape		150,000	-	-	-	-	-	-	150,000	-	-	-	-	-
Airport	Hangar 3 Renovations		1,850,000	-	-	-	-	-	-	-	-	-	-	1,850,000	-
Airport	Navaid Improvement		220,000	-	-	-	-	-	209,000	-	-	11,000	-	-	-
Airport	North Hangar Site Prep Taxiway F development area		565,000	-	-	-	-	-	536,750	-	-	-	28,250	-	-
Airport	North Security Fence		245,000	-	-	-	-	-	232,750	-	-	-	12,250	-	-
Airport	Property Purchase		5,180,000	-	-	-	-	-	4,946,000	-	-	-	-	-	234,000
Airport	Replacement tractor and mowing unit		150,000	-	-	-	-	-	60,000	90,000	-	-	-	-	-
Airport	RPZ land Acquisition Design and Acquisition		15,180,000	-	-	-	-	-	14,421,000	-	-	-	-	-	759,000
Airport	West Access Road Relocation		300,000	-	-	-	-	-	150,000	-	-	-	150,000	-	-
Airport	Apron Rehab and Expansion (Hangar #3 north and west ramp area)		3,230,000	-	-	-	-	-	3,068,500	-	-	-	-	161,500	-
Airport	T-hangar and Ramp Phase 1		3,000,000	-	-	-	-	-	-	-	-	3,000,000	-	-	-
Airport	Box hangar and Ramp Phase 3		4,200,000	-	-	-	-	-	-	-	-	-	-	4,200,000	-
	Department Total		53,595,500	52,220	-	-	2,854,245	-	46,221,505	308,743	113,000	251,000	615,500	2,011,500	1,167,787
Building & Codes	Work Vehicles		150,000	-	-	-	-	-	-	50,000	-	50,000	-	50,000	-
	Department Total		150,000	-	-	-	-	-	-	50,000	-	50,000	-	50,000	-
Facilities	ADA Renovations		5,879,940	2,168,700	-	-	-	-	-	454,940	1,000,000	-	1,000,000	-	1,256,300
Facilities	Towne Creek		32,868,976	3,393,976	2,875,000	-	-	2,875,000	25,900,000	700,000	-	-	-	-	-
Facilities	City Facilities and Improvements		5,457,397	500,000	-	-	-	-	-	4,957,397	-	-	-	-	-
Facilities	City Hall Renovations & Security		3,356,500	3,356,500	-	-	-	-	-	-	-	-	-	-	-
Facilities	Veterans property utilities and site prep		1,000,000	-	-	-	-	-	-	-	1,000,000	-	-	-	-
Facilities	Linebaugh Library relocation		10,000,000	-	-	-	-	-	-	-	-	-	-	-	10,000,000
Facilities	Parking Garage		1,100,000	-	-	-	-	-	346,500	-	-	753,500	-	-	-
Facilities	Sports Com Slide Renovation		200,000	-	-	-	-	-	-	-	200,000	-	-	-	-
Facilities	Bradley Academy Water Intrusion		320,000	-	-	-	-	-	-	320,000	-	-	-	-	-
Facilities	Patterson Park Roof Repairs		350,000	-	-	-	-	-	-	350,000	-	-	-	-	-
Facilities	Sports Com Boiler		50,000	-	-	-	-	-	-	-	50,000	-	-	-	-
	Department Total		60,582,813	9,419,176	2,875,000	-	-	2,875,000	26,246,500	6,782,337	2,250,000	753,500	1,000,000	-	11,256,300

Department	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	MED Sale Proceeds	General Fund	General Fund Assigned	Other Funding	FY26 Funding	FY28 Funding	FY30 Funding	FY32 Funding	FY34 Funding	Future Funding
Fire Rescue	Fire Station 12 Construction		11,822,745	-	-		-		-	800,000	11,022,745	-	-	-	-
Fire Rescue	Classroom Facility		14,047,186	-	-		-		-	-	-	-	-	14,047,186	-
Fire Rescue	Fire Station 1 Replacement		18,883,200	-	-		-		-	1,000,000	-	17,883,200	-	-	-
Fire Rescue	Fire Station 6 Replacement		10,973,940	-	-		-		-	-	-	-	-	-	10,973,940
Fire Rescue	Fire Station 13 Construction		18,738,590	-	-		-		-	-	-	18,738,590	-	-	-
Fire Rescue	Fire Station 14 Construction		20,612,450	-	-		-		-	-	-	-	-	-	20,612,450
Fire Rescue	New Platform Apparatus 12		2,500,000	-	-		2,500,000		-	-	-	-	-	-	-
Fire Rescue	New Pumper Apparatus 14		2,533,680	-	-		-		-	-	-	-	-	-	2,533,680
Fire Rescue	New Ladder Apparatus 13		2,840,400	-	-		-		-	-	-	2,840,400	-	-	-
Fire Rescue	Special Operations Equipment 26-01		350,000	-	-		-		-	350,000	-	-	-	-	-
Fire Rescue	Special Operations Equipment 28-01		375,000	-	-		-		-	-	-	375,000	-	-	-
Fire Rescue	Ladder 2 Replacement		2,361,000	-	-		2,361,000		-	-	-	-	-	-	-
Fire Rescue	Ladder 8 Replacement		2,361,000	-	-		2,361,000		-	-	-	-	-	-	-
Fire Rescue	Rescue 4 Replacement		3,000,000	-	-		-		-	-	3,000,000	-	-	-	-
Fire Rescue	Rescue 11 Replacement		3,000,000	-	-		-		-	-	3,000,000	-	-	-	-
Fire Rescue	Engine 10 Replacement		2,196,400	-	-		-		-	-	-	2,196,400	-	-	-
Fire Rescue	Turnout Gear		996,000	-	-		-		-	-	498,000	498,000	-	-	-
	Department Total		117,591,591	-	-	-	7,222,000	-	-	2,150,000	17,520,745	42,531,590	-	14,047,186	34,120,070
Fleet Services	Parking Lot Extension		650,000	-	-		-		-	650,000	-	-	-	-	-
Fleet Services	Roll-up Door Replacement		75,000	-	-		-		-	75,000	-	-	-	-	-
Fleet Services	Service Truck		165,000	-	-		-		-	165,000	-	-	-	-	-
Fleet Services	Forklift		45,000	-	-		-		-	45,000	-	-	-	-	-
Fleet Services	Shop Equipment		75,000	-	-		-		-	75,000	-	-	-	-	-
	Department Total		1,010,000	-	-	-	-	-	-	1,010,000	-	-	-	-	-

Department	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	MED Sale Proceeds	General Fund	General Fund Assigned	Other Funding	FY26 Funding	FY28 Funding	FY30 Funding	FY32 Funding	FY34 Funding	Future Funding
Golf	Clubhouse Roof, Gutters, and Downspouts Replacement		45,000	-	-		-		-	45,000	-	-	-	-	-
Golf	Old Fort Parking Improvements		50,000	-	-		-		-	50,000	-	-	-	-	-
Golf	Old Fort on Course Restrooms		400,000	-	-		-		-	-	400,000	-	-	-	-
Golf	Old Fort Golf Learning Center		340,000	-	-		-		-	-	-	340,000	-	-	-
Golf	Equipment Replacement - Tee & Greens Mowers		95,000	-	-		-		-	-	-	95,000	-	-	-
Golf	Maintenance Equipment Replacement - Fairways Mowers		95,000	-	-		-		-	95,000	-	-	-	-	-
Golf	Maintenance Equipment Replacement - Turf Sprayer		130,000	-	-		-		-	130,000	-	-	-	-	-
Golf	Equipment Replacement - Truckster/Top Dresser		50,000	-	-		-		-	-	50,000	-	-	-	-
Golf	Equipment Replacement - Utility Carts		30,000	-	-		-		-	-	30,000	-	-	-	-
Golf	Equipment Replacement - Greens Aerator		40,000	-	-		-		-	-	40,000	-	-	-	-
Golf	Equipment Replacement - Trim Mower		75,000	-	-		-		-	-	-	75,000	-	-	-
Golf	Golf Cart Fleet Replacement		312,800	-	-		-		272,800	40,000	-	-	-	-	-
Golf	Bloomfield Paving, Lights, Fences		1,600,200	7,500	-		-		-	-	-	-	1,592,700	-	-
	Department Total		3,263,000	7,500	-	-	-	-	272,800	360,000	520,000	510,000	1,592,700	-	-
Information Technology	Security Camera Replacement		525,100	175,900	-		-		-	-	181,800	167,400	-	-	-
Information Technology	Public Safety Technology Replacements		1,500,000	300,000	-		-		-	-	300,000	300,000	300,000	300,000	-
Information Technology	Digital Plan Review Integration		132,500	-	-		-		-	132,500	-	-	-	-	-
Information Technology	Public Safety Server		750,000	-	-		-		-	750,000	-	-	-	-	-
Information Technology	Citywide Fiber Infrastructure Replacement and Hub Redesign		1,290,760	-	-		-		-	-	322,690	322,690	322,690	322,690	-
Information Technology	City Hall File Storage and Backup Modernization		100,000	-	-		-		-	-	100,000	-	-	-	-
Information Technology	IT Department Building Renovation		80,000	-	-		-		-	80,000	-	-	-	-	-
Information Technology	Cybersecurity Improvements		125,000	-	-		-		-	62,500	62,500	-	-	-	-
Information Technology	GIS Environment Upgrade		65,000	-	-		-		-	65,000	-	-	-	-	-
Information Technology	Fire Vehicle Camera and Connectivity Upgrade		469,980	-	-		-		-	93,996	93,996	93,996	93,996	93,996	-
Information Technology	Fire Station Improvements		300,000	-	-		-		-	300,000	-	-	-	-	-
	Department Total		5,338,340	475,900	-	-	-	-	-	1,483,996	1,060,986	884,086	716,686	716,686	-

Department	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	MED Sale Proceeds	General Fund	General Fund Assigned	Other Funding	FY26 Funding	FY28 Funding	FY30 Funding	FY32 Funding	FY34 Funding	Future Funding
Parks & Recreation	Aquatics/Hockey Facility		41,800,000	-	-	-	-		-	-	-	1,800,000	40,000,000	-	-
Parks & Recreation	Jaycees Building Improvments		75,000	-	-	-	-		-	75,000	-	-	-	-	-
Parks & Recreation	Patterson Park Outdoor Pickleball and Basketball Fence Replacement		65,000	-	-	-	-		-	65,000	-	-	-	-	-
Parks & Recreation	Barfield Pavilion Roof Repainting		40,000	-	-	-	-		-	40,000	-	-	-	-	-
Parks & Recreation	General Bragg Trailhead Restroom Renovation		30,000	-	-	-	-		-	30,000	-	-	-	-	-
Parks & Recreation	Barfield Park Sewer / Septic / Back Country Restrooms		200,000	-	-	-	-		-	-	200,000	-	-	-	-
Parks & Recreation	Patterson Park Entry and Theater Door Replacement		85,000	-	-	-	-		-	-	85,000	-	-	-	-
Parks & Recreation	Murfree Spring Asphalt Trail Repairs		500,000	-	-	-	-		-	-	-	-	-	500,000	-
Parks & Recreation	McFadden Community Center Gym Floor and Duct Work Replacement		200,000	-	-	-	-		-	-	-	200,000	-	-	-
Parks & Recreation	Miracle League Surface Replacement		200,000	-	-	-	-		-	200,000	-	-	-	-	-
Parks & Recreation	HWY 96 Ballfield Complexes		20,200,000	3,779,850	1,500,000	-	-	1,500,000	-	-	-	-	-	-	14,920,150
Parks & Recreation	Barfield - Outdoor Murfreesboro Education and Storage Facility		750,000	-	-	-	-		-	-	750,000	-	-	-	-
Parks & Recreation	Greenway Wayfinding and Interpretive Signage Replacment		500,000	-	-	-	-		-	-	100,000	100,000	300,000	-	-
Parks & Recreation	Central Valley Restroom Installation		125,000	-	-	-	-		-	-	-	125,000	-	-	-
Parks & Recreation	Manson Pike Restroom Installation		125,000	-	-	-	-		-	-	-	-	-	125,000	-
Parks & Recreation	Thompson Lane Restroom Installation		125,000	-	-	-	-		-	-	-	-	125,000	-	-
Parks & Recreation	Old Fort Park Restroom and Plaza Construction		1,200,000	-	-	-	-		-	-	-	-	-	1,200,000	-
Parks & Recreation	McFadden Community Center Gym Floor Replacment		160,000	-	-	-	-		-	-	-	-	160,000	-	-
Parks & Recreation	Patterson Park Commercial Kitchen Renovation		150,000	-	-	-	-		-	-	-	-	150,000	-	-
Parks & Recreation	Patterson Park Conference Space Renovation		300,000	-	-	-	-		-	-	-	-	-	300,000	-
Parks & Recreation	Washington Theater Seating and Flooring Replacment		200,000	-	-	-	-		-	-	-	200,000	-	-	-
Parks & Recreation	Barfield Crescent Park Back Country Improvements		1,482,000	150,000	-	-	-		-	-	1,332,000	-	-	-	-
Parks & Recreation	Barfield Crescent Park Playground / Ballfield Improvements		1,080,000	330,000	-	-	-		-	-	750,000	-	-	-	-
Parks & Recreation	Athletic Field LED Light Conversions		1,300,000	-	-	-	-		-	-	-	800,000	250,000	250,000	-
Parks & Recreation	Parks Cannonsburgh		724,300	339,300	-	-	-		-	-	-	385,000	-	-	-
Parks & Recreation	Greenway - North Connector		2,920,000	300,000	-	-	-		-	-	2,620,000	-	-	-	-
Parks & Recreation	Greenway Reconstruction		693,200	251,160	-	-	-		-	-	-	237,200	204,840	-	-
Parks & Recreation	McFadden Community Center Improvements		380,000	-	-	-	-		-	-	-	380,000	-	-	-
Parks & Recreation	McKnight Park Ball Field and Parking Improvements		1,300,000	792,243	-	-	-		-	407,757	100,000	-	-	-	-
Parks & Recreation	McKnight Park Volleyball Improvements		100,000	-	-	-	-		-	-	-	100,000	-	-	-
Parks & Recreation	Old Fort Park Ballfield & Parking Improvements		1,154,168	-	-	-	-		-	1,154,168	-	-	-	-	-
Parks & Recreation	Old Fort Park Tennis Renovation		310,000	-	-	-	-		-	310,000	-	-	-	-	-
Parks & Recreation	Paving Improvements		100,000	50,000	-	-	-		-	-	-	50,000	-	-	-
Parks & Recreation	Playground Deferred Maintenance/Replacement		2,175,000	-	-	-	-		-	675,000	-	500,000	500,000	500,000	-
Parks & Recreation	Vehicle Replacement		321,100	-	-	-	-		-	156,100	-	75,000	-	90,000	-
Parks & Recreation	Rogers Park Court Renovation		125,000	-	-	-	-		-	125,000	-	-	-	-	-
Parks & Recreation	Walter Hill Park Renovation		256,997	-	-	-	-		-	256,997	-	-	-	-	-
Parks & Recreation	Veterans Park		26,000,000	8,367,165	5,000,000	5,000,000	-	-	-	12,632,835	-	-	-	-	-
	Department Total		107,451,765	14,359,718	6,500,000	5,000,000	-	1,500,000	-	16,127,857	5,937,000	4,952,200	41,689,840	2,965,000	14,920,150

Department	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	MED Sale Proceeds	General Fund	General Fund Assigned	Other Funding	FY26 Funding	FY28 Funding	FY30 Funding	FY32 Funding	FY34 Funding	Future Funding
Police	West (Veterans Park) Precinct		23,004,200	-	-	-	-		-	1,200,000	-	21,804,200	-	-	-
Police	Communications & Radio Systems		143,089	-	-	-	-		-	143,089	-	-	-	-	-
Police	Pelham Range Development		410,000	-	-	-	-		-	160,000	250,000	-	-	-	-
Police	RMS Hosted Environment Upgrade		500,000	-	-	-	-		-	-	-	500,000	-	-	-
Police	Police Mobile Data Terminal Replacements		2,086,500	646,500	-	-	-		-	280,000	280,000	280,000	200,000	200,000	200,000
Police	Public Safety Radio		4,040,000	1,540,000	-	-	-		-	-	500,000	500,000	500,000	500,000	500,000
Police	Police Vehicles		18,610,000	3,610,000	-	-	-		-	-	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Police	AWS Connect		60,000	-	-	-	-		-	-	-	60,000	-	-	-
Police	Real Time Crime Center Relocation		200,000	-	-	-	-		-	200,000	-	-	-	-	-
Police	Briefing Room Display Replacement		40,000	-	-	-	-		-	40,000	-	-	-	-	-
Police	Vehicle Barricades		250,000	-	-	-	-		-	250,000	-	-	-	-	-
Police	Mobile Command Post		1,250,000	-	-	-	-		-	1,250,000	-	-	-	-	-
Police	Watson Console Update		131,500	-	-	-	-		-	131,500	-	-	-	-	-
Police	Vesta 911 Command Posts		120,000	-	-	-	-		-	120,000	-	-	-	-	-
Police	Motorola Dispatch Console Replacement		4,185,000	-	-	-	-		-	-	-	155,000	4,030,000	-	-
Police	Motorola Lifecycle Infrastructure Tower Site Equipment Replacement		8,000,000	-	-	-	-		-	-	-	-	8,000,000	-	-
	Department Total		63,030,289	5,796,500	-	-	-	-	-	3,774,589	4,030,000	26,299,200	15,730,000	3,700,000	3,700,000
Schools	Full-Size & Special Education Buses		4,865,800	-	-	-	-		2,765,800	-	-	-	700,000	700,000	700,000
Schools	Floor Coverings & Abatement		1,601,200	-	-	-	-		1,301,200	-	300,000	-	-	-	-
Schools	Playground		2,000,000	-	-	-	-		-	-	-	-	-	2,000,000	-
Schools	Ceiling Renovations		1,957,211	-	-	-	-		1,957,211	-	-	-	-	-	-
Schools	Window Replacements		2,250,000	-	-	-	-		-	-	-	2,250,000	-	-	-
Schools	HVAC Replacement		5,750,000	-	-	-	-		4,000,000	-	750,000	-	1,000,000	-	-
Schools	Roofs		4,000,000	-	-	-	-		-	4,000,000	-	-	-	-	-
Schools	Vehicle Replacements		1,210,000	-	-	-	-		430,000	-	200,000	200,000	380,000	-	-
Schools	Exterior Door Replacement		600,000	-	-	-	-		300,000	-	300,000	-	-	-	-
Schools	Fan Coils		1,500,000	-	-	-	-		-	-	500,000	500,000	500,000	-	-
Schools	HVAC Components		1,200,000	-	-	-	-		-	-	1,200,000	-	-	-	-
Schools	New School or Additional Classrooms		55,000,000	-	-	-	-		-	-	55,000,000	-	-	-	-
Schools	Interior Doors		300,000	-	-	-	-		-	-	150,000	150,000	-	-	-
	Department Total		82,234,211	-	-	-	-	-	10,754,211	4,000,000	58,400,000	3,100,000	2,580,000	2,700,000	700,000

Department	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	MED Sale Proceeds	General Fund	General Fund Assigned	Other Funding	FY26 Funding	FY28 Funding	FY30 Funding	FY32 Funding	FY34 Funding	Future Funding
Solid Waste	Mulch Yard Lighting		36,000	-	-	-	-	-	-	36,000	-	-	-	-	-
Solid Waste	Automated Side Loader Replacements		1,800,000	-	-	-	-	-	-	-	450,000	450,000	450,000	450,000	-
Solid Waste	Materials Management Station		24,000,000	24,000,000	-	-	-	-	-	-	-	-	-	-	-
Solid Waste	Wheel Loader (Transfer Station)		265,000	-	-	-	-	-	-	-	265,000	-	-	-	-
Solid Waste	Grapple Equipment (Transfer Station)		225,000	-	-	-	-	-	-	-	225,000	-	-	-	-
Solid Waste	Crew Leader pick up truck		50,000	-	-	-	-	-	-	50,000	-	-	-	-	-
Solid Waste	Roll Off Truck		250,000	-	-	-	-	-	-	-	250,000	-	-	-	-
Solid Waste	Rear Loader Replacements		470,000	-	-	-	-	-	-	-	470,000	-	-	-	-
Solid Waste	Boom trucks		425,000	-	-	-	-	-	-	-	425,000	-	-	-	-
	Department Total		27,521,000	24,000,000	-	-	-	-	-	86,000	2,085,000	450,000	450,000	450,000	-
Street	Street 3/4 Ton Trucks		300,000	-	-	-	-	-	-	-	100,000	100,000	100,000	-	-
Street	Street Dual Axle Dump Trucks		1,020,000	255,000	-	-	-	-	-	-	255,000	255,000	255,000	-	-
Street	Guardrail install - Sevier, S. Spring, S. Academy		150,000	-	-	-	-	-	-	150,000	-	-	-	-	-
Street	Street One Ton Dump Truck		125,000	-	-	-	-	-	-	-	125,000	-	-	-	-
Street	Street Tractors		400,000	-	-	-	-	-	-	-	150,000	-	250,000	-	-
Street	Street Vacuum Leaf Truck		485,000	-	-	-	-	-	-	-	235,000	-	250,000	-	-
Street	Concrete Mixer		35,000	-	-	-	-	-	-	35,000	-	-	-	-	-
Street	Compact Track Loader (skid steer) with mulching attachment		144,000	-	-	-	-	-	-	144,000	-	-	-	-	-
Street	Bucket Truck		211,000	-	-	-	-	-	-	211,000	-	-	-	-	-
Street	Rock Slinger		500,000	-	-	-	-	-	-	-	-	500,000	-	-	-
Street	Public Works South Annex		31,441,340	1,441,340	-	-	-	-	-	-	2,000,000	28,000,000	-	-	-
	Department Total		34,811,340	1,696,340	-	-	-	-	-	540,000	2,865,000	28,855,000	855,000	-	-
Transit	Transit Buses		880,000	-	-	-	-	-	792,000	32,000	-	-	56,000	-	-
	Department Total		880,000	-	-	-	-	-	792,000	32,000	-	-	56,000	-	-

Department	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	MED Sale Proceeds	General Fund	General Fund Assigned	Other Funding	FY26 Funding	FY28 Funding	FY30 Funding	FY32 Funding	FY34 Funding	Future Funding
Transportation	St. Andrews Drive		10,850,000	500,000	-	-	-		-	350,000	10,000,000	-	-	-	-
Transportation	St. Clair Street		2,500,000	50,000	-	-	-		150,000	-	-	-	-	-	2,300,000
Transportation	Sulphur Springs Rd -Phase 1		20,800,000	-	-	-	-		-	-	-	1,600,000	3,200,000	16,000,000	-
Transportation	Sulphur Springs Rd -Phase 2		14,320,000	-	-	-	-		-	-	-	1,000,000	-	2,220,000	11,100,000
Transportation	Sulphur Springs Rd - Phase 3		9,340,000	-	-	-	-		-	-	-	700,000	-	1,440,000	7,200,000
Transportation	Sulphur Springs/Siegel Rd Intersection Improvements		1,100,000	-	-	-	-		-	100,000	1,000,000	-	-	-	-
Transportation	Warrior Drive		7,100,000	985,315	-	-	-		-	-	-	700,000	5,414,685	-	-
Transportation	Wilkinson Pike Widening		17,800,000	535,000	-	-	-		158,085	-	-	3,500,000	3,810,915	4,110,800	5,685,200
	Department Total		1,082,231,662	62,496,574	44,200,000	37,275,000	-	6,925,000	385,562,840	28,591,784	59,094,439	54,977,305	70,951,430	63,739,270	312,618,020
	CITY GENERAL TOTAL		1,642,191,511	118,303,928	53,575,000	42,275,000	10,076,245	11,300,000	469,849,856	65,797,306	154,276,170	164,013,881	136,637,156	90,779,642	378,882,327
Water Resources	WRRF Full Scale Biosolids Thermal Drying		33,110,000	-	-	-	-		-	33,110,000	-	-	-	-	-
Water Resources	Cherry Lane Corridor		32,900,000	-	-	-	-		-	-	16,000,000	16,900,000	-	-	-
Water Resources	WRRF Expansion		65,000,000	-	-	-	-		-	-	-	27,000,000	27,000,000	11,000,000	-
	Department Total		131,010,000	-	-	-	-	-	-	33,110,000	16,000,000	43,900,000	27,000,000	11,000,000	-
	GRAND TOTAL		1,773,201,511	118,303,928	53,575,000	42,275,000	10,076,245	11,300,000	469,849,856	98,907,306	170,276,170	207,913,881	163,637,156	101,779,642	378,882,327
			1,773,201,511	118,303,928		42,275,000	10,076,245	11,300,000	469,849,856	98,907,306	170,276,170	207,913,881	163,637,156	101,779,642	378,882,327

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Old Fort Park Ballfield & Parking Renovations Final Change Order

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approving the Final Change Order for the Old Fort Park Ballfield & Parking Renovations. Construction for the project is complete, and this change order finalizes all pay items on the project.

Staff Recommendation

Approve the Final Change Order with Steelhead Building Group, LLC.

Background Information

The Old Fort Park Ballfield & Parking Renovations consisted of an artificial turf playing field, storm water improvements, replacing all fencing, lighting, backstops, and improving pedestrian access. The construction work was completed within the contract timeline. This Change Order is to finalize the quantities for completed work items and adjust for changes in quantities of the contract. Two items required less than the estimated quantities, and there is a deduction related to the work not required. A detailed list of the amounts is included in the Final Change Order attachment.

This Change Order reduces the Total Contract Price to \$3,042,671 and is \$13,821 less than the Original Contract amount.

Council Priorities Served

Responsible Budgeting

The ballfield and parking renovations at Old Fort Park will provide the community with a desirable and safe place to enjoy softball and overflow parking to the other amenities of the park.

Fiscal Impact

The original contract total amount with contingency was \$3,060,813. The Final Contract Amount is \$3,042,671, which is \$13,821 less than the original contract amount.

Attachments

Final Change Order for the Old Fort Park Ballfield & Parking Renovations



January 29, 2026

Brad Hennessee, Facilities Manager
City of Murfreesboro
220 NW Broad Street
Murfreesboro TN, 37133

Re: **Old Fort Park Ballfield and Parking Renovations**
Contractor: Steelhead Building Group, LLC
Change Order 4

Dear Mr. Hennessee,

Construction for the project is complete. Based on the final quantities of work performed, I am submitting Change Order 4 to finalize all pay items on the project. The summary of amounts for pay items are as follows:

Original Contract Amount including Contingency	\$3,056,492.02
Additional amount from previous Change Orders	+\$4,320.87
Deduction for work not required	-\$18,141.49
Final Contract Amount	\$3,042,671.40

The final project amount was **\$13,820.62 less** than the original contract amount. The deduction is from two pay items: gravel and borrow material not needed for the parking lot.

This construction work was completed by Steelhead Building Group, LLC. The work was completed within the contract timeline based on the original contract days and days added by change order. If you have any questions about Change Order 4, please feel free to contact me at 615-878-3334 or john.gordon@eli-llc.com.

Sincerely,

ENERGY LAND & INFRASTRUCTURE, LLC


John R. Gordon, PE

Attachments: Change Order 4
Contingency Item Summary

ENERGY LAND & INFRASTRUCTURE LLC

745 S Church Street Suite 401 Murfreesboro, TN 37130 | www.eli-llc.com

CONTRACT CHANGE ORDER

[Final]

No. 4

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

Date: 1-29-2026

State: Tennessee
County: Rutherford

Owner: City of Murfreesboro

Contractor: Steelhead Building Group

Description of Changes:

This Change Order is to finalize the quantities for completed work items and adjust for any changes in quantities of the Contract. Two items required less than the estimated quantities, and the Contractor has provided a deduction related to the work not required.

Justification:

1. This is the final adjustment change order to account for all quantities used and any changes.

Original Contract Amount:	\$3,056,492.02
The Amount of the previous Change Orders:	\$4,320.87
The Contract Total Including Previous Change Orders:	\$3,060,812.89
Deduction for work not required	-\$18,141.49
The Contract Total Including this and Previous Change Orders Will be:	\$3,042,671.40
Net Effect of all Change Orders	-\$13,820.62

The Contract Period Will be (Changed) by this change order by: **0 days**
Work was completed within the Contract Time

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

(Owner) City of Murfreesboro

(Date)

John R. Gordon

1-29-2026

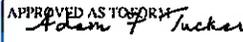
(Owner's Architect/Engineer)
John Gordon, Energy Land & Infrastructure

(Date)

(Contractor)
Steelhead Building Group

(Date)

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

Signed by:

 APPROVED AS TO FORM
 Adam P. Tucker, City Attorney

Contingency Tracking OLD FORT PARK BALLFIELD AND PARKING RENOVATIONS

Contingency Request #	tracking #	DESCRIPTION	Amount
1	01	Water service (additional backflow preventer, new water service pipe)	\$ 11,808.05
2	02	Removal of Demo items	\$ 5,948.64
3	03	Additional Asphalt Pavement Removal due to thickness	\$ 9,298.38
	04	Additional Concrete Demolition	\$ 171.35
	05	Additional High Visibility Fence	\$ 178.50
	06	Reduced Silt Fence	\$ (85.75)
4	07	PVC sleeve for water service	\$ 2,159.36
5	08	Additional borrow material for ballfield	\$ 55,267.12
6	09	undercut and backfill at parking	\$ 23,359.15
7	10	concrete at batting cage	\$ 3,458.11
8	11	undercut and backfill at ballfield	\$ 20,000.01
9	12	undercut and backfill at south entrance	\$ 10,809.90
10	13	Lightpole base relocation	\$ 7,495.29
Total Contingency Amount through end of project			\$ 149,868.11

Contingency amount in Contract	\$ 145,547.24
Change Order #3 adds to Contingency	\$ 4,320.87
Final Contingency Amount	\$ 149,868.11
Contingency overage	\$ -

Summary:

- 01: Plans called for reuse of existing water service but based on site conditions a new water service was needed.
- 02: Several demolition items were planned to be retained by MPRD but were not acceptable and needed to be removed from the site.
- 03: The existing asphalt pavement at the parking lot which was removed was thicker than estimated, requiring additional contractor work.
- 04: Additional quantity was required more than estimated.
- 05: Additional quantity was required more than estimated. [+6 days]
- 06: Reduced quantity quantity was needed compared to estimated.
- 07: Protective conduit was required for new water service
- 08: Additional shot rock and surge stone material was needed at the ballfield compared to the estimate. This is mainly because the topsoil was thicker than estimated. The topsoil needed to be removed before the fill was placed, so more stone was required to fill to reach the required field elevation. An adjustment to the ballfield elevations to compensate for the additional thickness was considered, but the elevation could not be lowered because of drainage.
- 09: undercut and backfill in parking to remove soft areas based on geotechnical review and recommendation [+4 days]
- 10: additional concrete at batting cage based on size of cage and netting, slight increase from plans based on estimated vs actual footprint with cage system
- 11: undercut and backfill at ballfield to remove and replace unsuitable soils [+2 days]
- 12: undercut and backfill at south entranceto remove and replace unsuitable soils [+2 days]
- 13: lightpole base relocation and related electrical and demolition

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Calgon Carbon Corporation Contract First Amendment

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Consider the First Amendment with Calgon Carbon Corporation for GAC contactors.

Staff Recommendation

Approve First Amendment with Calgon Carbon Corporation.

Background Information

Granular Activated Carbon (GAC) media is used in the water treatment process to remove disinfection by-products (DBPs), total organic carbon (TOC) compounds, pharmaceutical and personal care products (PPCPs), taste, and odor compounds, and other contaminants during the peak seasonal times. The Stones River Water Treatment Plant has four GAC contactors used in the treatment process. The media is changed in one contactor per year, typically in July, unless unusual circumstances exist. This amendment will allow CCC to replace the GAC in Contactor No. 1.

This amendment includes a 1.1% increase based upon the Producer Price Index (PPI). The FY26 price of \$2.18/lb will increase to \$2.20/lb for FY27. Price increase is reasonable and is recommended.

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

The cost is \$167,200. Funding will come from the FY27 water resources budget.

Attachments

Calgon Carbon Corporation Contract - First Amendment

**FIRST AMENDMENT
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
CALGON CARBON CORPORATION**

This First Amendment ("First Amendment") to the Contract, entered into February 7, 2025 ("Contract"), is effective as of this ____ day of _____, 2026, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Calgon Carbon Corporation, a corporation of the State of Delaware ("Contractor").

RECITALS

WHEREAS, on February 7, 2025, the City entered into the Contract with Contractor for the purchase and replacement of Granular Activated Carbon Media at the stated amount of \$2.18/pound for a total of \$165,680.00 per contactor for the City's Water Resources Department; and

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract for up to three (3) additional one-year terms; and

WHEREAS, due to market conditions beyond Contractor's control, Contractor has requested a price adjustment to the Contract; and

WHEREAS, the City is allowing Contractor a price adjustment to \$2.20/pound for the upcoming one-year term, for a total of \$167,200.00 per contactor pursuant to Section 11 of the Contract.

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

1. The Contract is extended for one (1) additional term to begin on February 7, 2026, and end on February 6, 2027.
2. Beginning February 7, 2026, the parties agree to a price adjustment of \$2.20/pound for this one-year term, for a total contract price of \$167,200.00.

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

CITY OF MURFREESBORO

CALGON CARBON CORPORATION:

By: _____
Shane McFarland, Mayor

By:  _____
Jeremy J. Jones, DWS Project Manager

Approved as to form:

Signed by:


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Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Purchase Agreement for Custom Soccer Shelters
Department: Parks and Recreation
Presented by: Nate Williams, Executive Director of Recreation Services
Requested Council Action:

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

Summary

Consider purchase agreement for custom soccer shelters through a Purchasing Cooperative.

Staff Recommendation

Approve the Purchase Agreement with BSN Sports, LLC, through the BuyBoard National Purchasing Cooperative for the purchase of two custom soccer shelters.

Background Information

The current shelters have exceeded their expected 20-year service life and will be removed by park staff. With Council's approval, two Kwik Goal custom soccer shelters can be purchased through the BuyBoard National Purchasing Cooperative to replace the aged shade structures at the Siegel Soccer Complex.

Siegel Soccer Complex hosts a high volume of youth and adult soccer activity throughout the year, and existing team areas lack permanent, weather-resistant shelters. The addition of the requested custom soccer shelters will enhance player safety, improve comfort during inclement weather, and support the continued use and tournament readiness of the facility.

Council Priorities Served

Establish strong City brand

New soccer shelters will improve the quality and functionality of the existing athletic complex.

Fiscal Impact

The total purchase cost is \$52,395, including freight. Funding for this project is identified in the CIP budget.

Attachment

Purchase Agreement with BSN Sports, LLC

**PURCHASE AGREEMENT
BETWEEN CITY OF MURFREESBORO
AND BSN SPORTS, LLC
FOR THE PURCHASE OF SOCCER SHELTERS**

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”) through its Parks and Recreation Department (“MPRD”), and **BSN SPORTS, LLC** a limited liability company of the State of Texas (“Contractor”) for the purchase of goods.

This Agreement consists of the following documents:

- This Agreement;
- BuyBoard Proposal No. 766-25, National Purchasing Cooperative Award for Athletic and Physical Education Supplies and Equipment, with BSN Sports, LLC, effective date through March 31, 2026;
- Contractor’s Sales Quotation dated January 15, 2026, for Soccer Shelters for Siegel Soccer Complex, hereinafter, “Contractor’s Proposal” (Exhibit A); 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, BuyBoard Proposal No. 766-25, National Purchasing Cooperative Award for Athletic and Physical Education Supplies and Equipment, with BSN Sports, LLC (and all relevant documents); and
- Lastly, Contractor’s Proposal, dated January 15, 2026.

1. Duties and Responsibilities of Contractor. Contractor agrees to provide, and City agrees to purchase the following goods as set forth in the Contractor’s Proposal:

- i) Two (2) – Kwik Goal Custom Soccer Shelters
- ii) Freight Charges

2. Term. The term of this Agreement shall begin on the Effective Date first listed above for a period of one year. Contractor’s performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor’s work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under the Agreement is set forth in the Contractor's Proposal, which reflects a **Total Purchase Price of \$52,394.50**, including freight charges. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services, which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after acceptance of goods is complete. Payment shall be made to Contractor on terms of 100% net 30 days from the date of shipment or at the time of start-up, whichever occurs first.
 - b. Deliveries of all items shall be made within twenty-two (22) weeks of order to: Murfreesboro Siegel Soccer, 304 Fairmont Drive, Murfreesboro, TN 37129. Delivery Contact: Sam Stolze, Recreational Facility Coordinator (tel: 615-642-3170; email: sstolze@murfreesborotn.gov) must be notified of delivery date and time within two (2) workdays prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Proposal. The City shall promptly perform said inspection and/or testing and notify Contractor within 72 hours of any damage or other failure of specifications.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
- 4. Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by Contractor and/or the manufacturer. The warranty period begins on the date the equipment is delivered and accepted by the City.
- 5. Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- 6. Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
- 7. Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of

the policies reflected thereupon; (ii) upon request, an endorsement naming the City as an additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contactors, consultants, and agents."

8. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to the Contractor:

Erik Barlett, Field Sales Pro
BSN Sports, LLC
PO Box 841393
Dallas, TX 75284-1393
ebartlett@bsnsports.com

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
11. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
13. **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.
14. **No Waiver of Limitations Periods.** The parties shall have and maintain any applicable limitation period provided by state law in which to provide a notice, present a claim, or initiate an action in a court of competent jurisdiction. To the extent any other provision in the documents forming this Agreement provides a shorter limitation period, the City disclaims such provision, and Contractor acknowledges such disclaimer.
15. **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.
16. **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.
17. **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.

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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, or the Middle District of Tennessee, as applicable.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

27. 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

BSN SPORTS, LLC.

By: _____
Shane McFarland, Mayor

Signed by:
Erik Bartlett
By: _____
Erik Bartlett, Field Sales Pro

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

Adam F. Tucker, City Attorney



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Quote	
Cart #:	14950431
Purchase Order #:	Soccer Shelters
Cart Name:	Custom Soccer Shelters
Quote Date:	01/15/2026
Quote Valid-to:	03/31/2026
Payment Terms:	NT30
Ship Via:	X01 - MISCELLANEOUS
Ordered By:	Brittany Garrett



Contact Your Rep

Erik Bartlett Email: ebartlett@bsnsports.com | Phone: **615-904-4996**

Sold to
11091806
City of Murfreesboro
 111 W VINE ST
 MURFREESBORO TN 37130-3573
 USA

Ship To
14081642
Sam Stolze
 304 FAIRMONT DRIVE
 MURFREESBORO TN 37129
 USA

Payer
11091806
City of Murfreesboro
 111 W VINE ST
 MURFREESBORO TN 37130-3573
 USA

Item Description	Qty	Unit Price	Total
Kwik Goal Custom Soccer Shelter Item # - NSPHG	2 EA	\$ 24,748.00	\$ 49,496.00

Subtotal:	\$49,496.00
Other:	\$0.00
Freight:	\$2,898.50
Sales Tax:	\$0.00
Order Total:	\$52,394.50
Payment/Credit Applied:	\$0.00
Order Total:	\$52,394.50

Buyboard Bid #766-25

Retail Value of 30' Portable Black Custom Soccer Shelter with 1 row of molded seats is \$26,900.00.

Estimated ship date is approximately 20-22 weeks out.

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Sidewalk Reimbursement Agreement – First Baptist Church

Department: Engineering

Presented by: Joe Ehleben, Project Coordinator

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approval of a Sidewalk Reimbursement Agreement between the City of Murfreesboro and First Baptist Church for the construction of public sidewalk improvements along Bilbro Avenue and Castle Street.

Staff Recommendation

Approve the Agreement with First Baptist Church.

Background Information

In conjunction with the construction of a parking lot on its property, First Baptist Church constructed sidewalk improvements within the public right-of-way along Bilbro Avenue and Castle Street. This project and attached exhibit were outlined in a March 2025 email sent to Council by Mr. Gore. These sidewalks provide a public benefit by enhancing pedestrian safety and walkability for residents in the surrounding neighborhood.

The Church has submitted documentation itemizing the actual cost of sidewalk construction within the public right-of-way. In accordance with the agreement, the City will reimburse the Church for eligible sidewalk-specific costs only. Parking lot related expenses or any other non-sidewalk improvements are not included.

Council Priorities Served

Expand Infrastructure

The sidewalk improvements support safe pedestrian access, enhance mobility in an established neighborhood, and contribute to the City’s continued investment in a more connected pedestrian network.

Fiscal Impact

The reimbursement amount, \$93,668.93, is to be paid from State Street Aid.

Attachments

1. Sidewalk Reimbursement Agreement.
2. Exhibit of Sidewalk Limits.

SIDEWALK REIMBURSEMENT AGREEMENT

This Sidewalk Reimbursement Agreement ("Agreement") is entered into on the date of the signature by the last party to sign (the "Effective Date") by and between the CITY OF MURFREESBORO, a municipal corporation of Rutherford County, Tennessee ("City"), and FIRST BAPTIST CHURCH, a Tennessee nonprofit corporation ("Church"), each sometimes referred to as a "Party" and together sometimes referred to as the "Parties."

WHEREAS, the Church engaged a contractor to construct a parking lot for the benefit of the Church and a sidewalk within the public right of way along Bilbro Avenue and Castle Street for the benefit of the community;

WHEREAS, the sidewalk provides a public benefit by allowing safe pedestrian access and exercise opportunities for neighborhood residents;

WHEREAS, the City has agreed to reimburse the Church for the costs associated with the construction of the sidewalk in the public right of way, as documented in Exhibit A attached hereto;

NOW, THEREFORE, for good and valuable mutual considerations, including but not limited to the agreements and commitments contained herein, receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

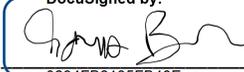
1. The above recitals are a part of this Agreement and are incorporated herein by reference.
2. The City shall reimburse the Church for the actual costs associated with the construction of the sidewalk in the public right of way on Bilbro Ave and Castle St, in the amount of \$93,668.93, as detailed in Exhibit A.
3. Reimbursement is limited to costs directly associated with the sidewalk construction, including all labor, materials, and related expenses as itemized in Exhibit A. Costs associated with the parking lot or other improvements are excluded.
4. The City shall make payment to the Church within thirty (30) days of execution of this Agreement.
5. Miscellaneous: (a) Notices shall be in writing and delivered personally or by overnight courier; (b) This Agreement shall be governed by the laws of the State of Tennessee; (c) This Agreement contains the entire agreement between the Parties and shall bind their successors and assigns.
6. Notwithstanding the Effective Date as provided above, this Agreement shall have no force or effect unless and until approved by the Murfreesboro City Council.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

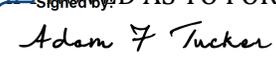
FIRST BAPTIST CHURCH

DocuSigned by:
By: 
0234FB2135FB48E...
James Beach, Chairman of Trustees for
First Baptist Church

ATTEST:

Erin Tucker, City Recorder

APPROVED AS TO FORM:

Signed by:

43A2035E51F9401...
Adam Tucker, City Attorney

APPROVED BY MURFREESBORO CITY COUNCIL: _____, 2026



From: **Polk & Associates Construction Co.**
229 Ward Circle, Ste C22
Brentwood, TN 37027

To: **First Baptist Church Murfreesboro**
738 E. Castle St.
Murfreesboro, TN 37130

We will propose to furnish all materials and labor necessary to complete the following per the plans and specifications:

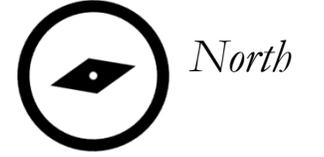
ITEM NUMBER	DESCRIPTION	SCHEDULE OF VALUES	
01	General Requirements		
01100	Project Manager - Added Sidewalk	\$	3,447.32
01200	Superintendent / SSHO - Added Sidewalk	\$	4,861.61
01300	Project Manager - RFI #3 - Existing Curb Damage	\$	287.28
01400	Superintendent / SSHO - RFI #3 - Existing Curb Damage	\$	486.16
01500	Project Manager - RFI #6 - Residential Drive Curb and Gutter	\$	430.92
01600	Superintendent / SSHO - RFI #6 - Residential Drive Curb and Gutter	\$	972.32
01800	Dumpster & Port o Johns	\$	1,784.33
01930	Final Cleaning	\$	154.69
SUBTOTAL GENERAL REQUIREMENTS		\$	12,424.62
03	Concrete		
03050	Extended Sidewalks for City	\$	21,437.67
03100	RFI #3 - Existing Curb Damage	\$	2,058.84
03200	RFI #6 - Residential Drive Curb and Gutter	\$	13,656.97
03300	Base Project Sidewalk	\$	39,323.84
SUBTOTAL CONCRETE		\$	76,477.33
32	Exterior Improvements		
32-3100	Right Choice Right Price: Seed & Straw	\$	715.10
32-9000	Top Soil (Leveling)	\$	1,317.66
SUBTOTAL EXTERIOR IMPROVEMENTS		\$	2,032.76
SUBTOTAL CONTRACT PRICE		\$	90,934.71
BONDING AMOUNT - %		\$	2,734.22
BONDING ACTUAL AMOUNT		\$	-
TOTAL CONTRACT PRICE		\$	93,668.93

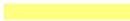
The Owner will be invoiced based on progress completed at the end of each month of work. Should monthly payment(s) not be made, the Contractor reserves the right to stop all work until payment is received or satisfactory arrangements have been made.

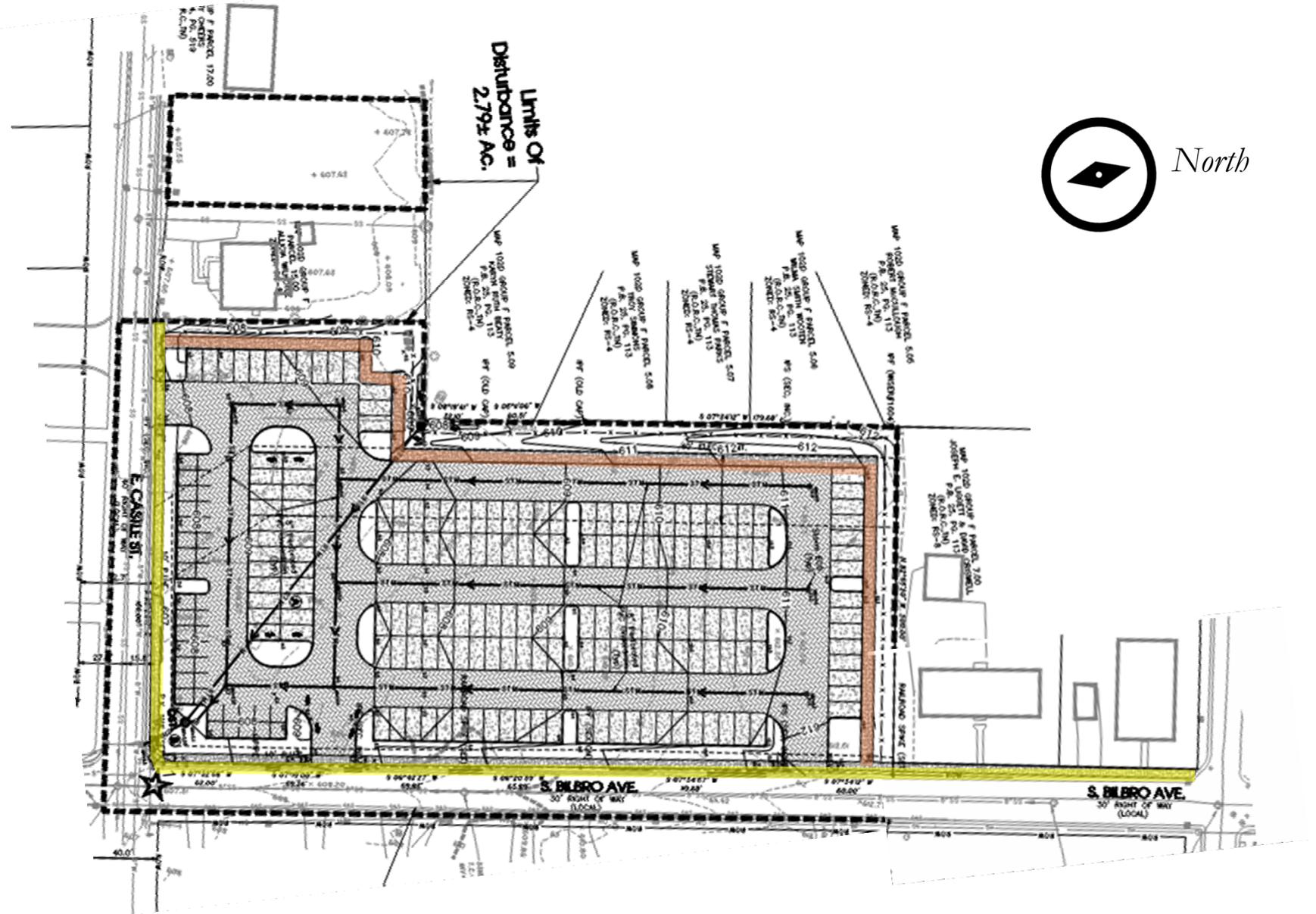
OWNER DATE

Acceptance of proposal: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ITEM NUMBER	DESCRIPTION	SCHEDULE OF VALUES
	CUSTOMER	DATE



-  Participate in Public ROW Sidewalk Connectivity
-  Do Not Participate in Private Walking Loop Trail



No Items.

COUNCIL COMMUNICATION

Meeting Date: 02/05/2026

Item Title: Beer Permits
Department: Finance
Presented by: Erin Tucker, City Recorder
Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
The Taco Shop, LLC	The Taco Shop	2181 Old Fort Pkwy	On-Premises	Restaurant	New Location
Grand Station	Grand Station	1660 Middle Tennessee Blvd Ste B	On-Premises	Event Center	New Location

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	The Taco Shop, LLC
Name of Business	The Taco Shop
Business Location	2181 Old Fort Pkwy
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> </u>
Partnership	<u> </u>
LLC	<u> X </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Guadalupe Rodriguez
Age	67
Residency City/State	Murfreesboro, TN
Race/Sex	Hispanic/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? 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/Sole Proprietor	Grand Station
Name of Business	Grand Station
Business Location	1660 Middle Tennessee Blvd Ste B
Type of Business	Event Center
Type of Permit Applied For	On-Premises

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> </u>
Partnership	<u> </u>
LLC	<u> X </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Shaka Reed
Age	37
Residency City/State	Murfreesboro, TN
Race/Sex	Black/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? 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.

