MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
September 17, 2026

Public Comment

PRAYER
Mayor McFarland

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS
Proclamation: Little League 14U All-Star Team

Consent Agenda

1. Approval of State NETTN Participation Agreement (Information Technology)
2. Timeclock Replacement (Information Technology)
3. First Point Collections (Judicial)
4. Mandatory Referral for the Abandonment of a Sanitary Sewer Easement along Forbus Drive (Planning)
5. Mandatory Referral for Dedication of Electric Easement along Northwest Broad Street (Planning)
6. Mandatory Referral for the Abandonment of a Portion of Cason Lane Right-of-Way (Planning)
7. Mandatory Referral for the Abandonment of a Portion of Samsonite Boulevard Right-of-Way (Planning)
8. Edward Byrne Memorial 2026 JAG Program and MOU with RCSO (Police)
9. Contract with Unmanned Vehicle Technologies Amendment #1 (Police)
10. Brenntag Mid-South Chemical Contract First Amendment (Water Resources)
11. Carmeuse Chemical Contract First Amendment (Water Resources)

Minutes

12. City Council Meeting Minutes (Finance)

Old Business

<u>Land Use Matters</u>

13. Ordinance 26-O-38 Fireworks Permit Administration Update (2nd and Final Reading) (Finance)
14. Ordinance 26-OZ-33 Rezoning for property north of Indian Park Drive (2nd and Final Reading) (Planning)

New Business

Land Use Matters

15. Sewer Allocation Variance along New Salem Highway for Salem Square (Administration)
16. Mandatory Referral for the Abandonment of the North Thompson Lane/West College Street Connector Road Right-of-Way (Planning)

Resolution

17. Resolution 26-R-32 FY27 Budget Amendment #1 (Schools)

On Motion

18. Purchase and Installation Agreement for Replacement of Rogers Park Playground Equipment (Parks)
19. Solid Waste Purchase of Roll Out Carts (Solid Waste)
20. TDEC ARPA Grant Contract Amendment No. 1 (Water Resources)
21. Final Change Order with Hawkins and Price LLC for Blackman, Manson, Burnt Knob Rd. Intersection Improvements (Engineering)
22. Task Order No. 1 with ELI LLC for Broad and S Church Street Intersection and Signal Improvements (Engineering)
23. Professional Service Contract with Kimley-Horn and Associates, Inc. for Front and Vine Street Realignment at NW Broad Street (Engineering)

Board & Commission Appointments

Licensing

Payment of Statements

Other Business

24. Public Infrastructure Project Update Presentation (Engineering)

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Approval of State NETTN Participation Agreement

Department: Information Technology

Presented by: Matt Jarratt, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider agreement allowing for the access to purchase AT&T wireline services.

Staff Recommendation

Staff recommends approval of the NETTN Participation Agreement with AT&T to enable access to state-contracted wireline internet services and support continued diversification of the City's internet providers.

Background Information

Seeking approval to enter into a Participation Agreement with AT&T Corp. for enterprise internet services under the State NETTN Contract. This agreement authorizes access to AT&T wireline internet services and provider diversification.

Council Priorities Served

Expand infrastructure

Provides reliable and diversified connectivity by expanding access to state-contracted wireline internet service providers.

Fiscal Impact

No additional fiscal impact is associated with the participation agreement. The expenses will be funded from the City's operating budget from various departments (Information Technology, Police, Transit, Water Resources, etc.).

Attachments

NETTN Participation Agreement

NETTN PARTICIPATION AGREEMENT

This NetTN Participation Agreement (the "**Participation Agreement**"), effective as of the first date when it has been signed by both Parties (the "**Effective Date**") is between AT&T Enterprises, LLC, successor in interest to AT&T Corp. ("**AT&T**") and City of Murfreesboro ("**Participant**;" each of Participant and AT&T, a "**Party**," and Participant and AT&T together, the "**Parties**").

Preliminary Statement

AT&T and the State of Tennessee, Department of Finance & Administration – Strategic Technology Solutions (STS) ("**State**"), are parties to that certain Contract effective January 15, 2024, identified by Agency Tracking Number RFP 31701-03391 and Edison Record ID 81060 (as now or hereafter amended, restated, or otherwise modified, the "**Master Agreement**");

Participant wishes to procure products and/or services subject to the terms and conditions of the Master Agreement and this Participation Agreement;

Accordingly, the Parties agree:

1. Participant's as Authorized User. Participant represents and warrants that Participant is an Authorized User.

2. Term. This Participation Agreement is effective as of the Effective Date and shall run concurrently with the Master Agreement unless sooner terminated in accordance with its terms.

3. Acceptance of Master Agreement and Access to Master Agreement Pricing. Participant accepts the terms of the Master Agreement and agrees that with respect to the transactions under this Participation Agreement, AT&T can enforce such terms vis-à-vis Participant as if Participant were the State under the Master Agreement. AT&T will extend Master Agreement pricing to Participant for all orders accepted.

4. Notices. Notices and other communications will be sent subject to the terms of the Master Agreement, except that Participant's notice information is as follows:

   Name: City of Murfreesboro
   Address: 111 West Vine Street
   Murfreesboro, TN 37130
   Phone: 615-893-5210
   _____
   Email: _____
   Fax: _____

5. Invoicing and Payment.

   a. Participant Invoice Destination. AT&T will use commercially reasonable efforts to invoice Participant within 45 days of the close of the applicable billing period, to the following address:
      111 West Vine Street
      Murfreesboro, TN 37130

   a. Payment. Payment is due without setoff within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. [Except in the case of State agencies or as required by applicable law,] Participant will not be required to pay charges initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator.

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6. Miscellaneous.

   a. Defined Terms. Capitalized terms used but not otherwise defined in this Participation Agreement have the meanings ascribed to them in the Master Agreement.

   b. Entire Agreement. This Participation Agreement, together with the Master Agreement, constitutes the entire agreement of the Parties as to its subject matter, and there are no other representations, understandings or agreements between the Parties as to such subject matter. In the event of conflict between this Participation Agreement and the Master Agreement, the terms and conditions of this Participation Agreement shall govern for the purpose of this Participation Agreement only.

   c. Facsimile Signatures. An original signature to this Participation Agreement that is transmitted by a Party via facsimile or other electronic transmission of a scanned document (e.g., .pdf or similar format) shall be a true and valid signature for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

   d. Counterparts. This Participation Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, each Party has caused this Participation Agreement to be executed by its duly authorized representative

Customer Signature	**AT&T Enterprises, LLC**
By:_____	By:_____
Shane McFarland (Typed or Printed Name)	(Typed or Printed Name)
Mayor (Title)	(Title)
_____ (Date)	_____ (Date)

APPROVED AS TO FORM:

AT T signed by:

Kelley Blevins Baker

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Kelley Blevins Baker, Interim City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Timeclock Replacement

Department: Information Technology

Presented by: Matt Jarratt, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the quote for the replacement of timeclocks that are reaching end of life.

Staff Recommendation

Approve the purchase for the replacement of the end of life timeclocks.

Background Information

UKG has announced the end of life for timeclocks currently used by employees across the City for timekeeping. These devices provide employees with a physical means to clock in and out, review and approve timecards, check vacation and sick leave balances, and perform other timekeeping-related functions. Purchasing replacement timeclocks will ensure employees can continue to access these essential timekeeping functions without interruption.

Council Priorities Served

Responsible budgeting

Replacing the City's timeclocks ensures accurate payroll and efficient resource allocation.

Fiscal Impact

The expense, $56,045, is funded by the FY27 IT Department fixed assets budget and the Water Resources fund. The quote is to be split $43,308 from the General Fund and $12,738 from the Water Resources Fund.

Attachments

Timeclock Replacement Attachement

HR, Pay, & Workforce Management

ORDER FORM

Order Type: Quote
Date: 01 Sep, 2026

Quote#: Q-438636
Expires: 30 Sept, 2026
Sales Executive: Nikki Haselden
Effective Date: Effective as of the date of last signature of this Order

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Customer Legal Name:
CITY OF MURFREESBORO

Customer Legal Address:
111 W VINE ST, MURFREESBORO, TN 37130 USA

Bill To: CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO, TN 37130 USA

Ship To: CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO, TN 37130 USA

Bill To Contact:

Ship To Contact: Nate Byrnes

Ship to Phone: 615-201-6211
Ship to Mobile:
Contact: Nate Byrnes
Email: nbyrnes@murfreesborotn.gov

Currency: USD
Customer PO Number:
Solution ID: 6118446
Initial Term: 12 months from Billing Start Date
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,B/C	22	USD 2,247.50	USD 49,445.00
Total Price			**USD 49,445.00**

Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 6,600.00
Total Price		**USD 6,600.00**

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	22	USD 0.00	USD 0.00
Total Price			**USD 0.00**

Quote Summary

Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 49,445.00

Item	Total Price
Total Support Fee	USD 6,600.00

Order Notes:

This Order is subject to and governed by the terms and conditions of the Workforce Dimensions Agreement dated 6/18/2020 between UKG and Customer, as amended (hereafter “Agreement”).

Equipment sold or rented to Customer under this Order, and any related Equipment Support Services, shall be further subject to and governed by the terms and conditions set forth in the Equipment Terms located at:
https://www.ukg.com/global-equipment-terms

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF MURFREESBORO		UKG Kronos Systems LLC	
Signature:		Signature:	Signed by: Fabrice Pajot 7E4599F8AC5945F...
Name:	Shane McFarland	Name:	Fabrice Pajot
Title:	Mayor	Title:	Sr Mgr. Order Processing
Date:		Date:	9/4/2026

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

Approved as to form:

Signed by:
Jeffrey L. Peach
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Jeffrey L. Peach, City Attorney

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: First Point Collections

Department: Judicial Department

Presented by: Vickie Ordonez, Chief Court Clerk

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a contract for City Court to collect outstanding debts.

Staff Recommendation

Approve the contract with First Point Collections

Background Information

On June 16, 2026, the City issued an RFCSP for collection of outstanding debts of the City. First Point Collections received the highest score. The contract is for one year and allows for four one-year extensions with total terms not to exceed five years.

Council Priorities Served

Responsible budgeting

Collecting outstanding money that is due is necessary support to the City financial condition.

Fiscal Impact

The fiscal impact will be 1.5% less than the previous collection contract. All expenses are offset by the collection revenues, with the City retaining 78% of what is collected and First Point receiving 22%.

Attachments

Contract with First Point Collections

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CONTRACT
BETWEEN
CITY OF MURFREESBORO
AND
FIRSTPOINT COLLECTION RESOURCES, INC.
FOR
COLLECTION AGENCY SERVICES
FOR
CITY DEPARTMENTS' DELINQUENT FEES, FINES AND COSTS

This Contract is entered into _____, ("Effective Date") by and between **THE CITY OF MURFREESBORO,** a municipal corporation of the State of Tennessee ("City") and **FIRSTPOINT COLLECTION RESOURCES, INC,** a Corporation of the State of North Carolina**.** ("Contractor"). This Contract consists of the following documents:

- ***This Contract;***
- ***RFCSP-42-2026 – City Collections (Request for Competitive Sealed Proposals), issued June 16, 2026;***
- ***Contractor's Proposal, dated July 7, 2026; and,***
- ***Any properly executed amendments to this Contract.***

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

- ***Any properly executed amendment or change order to this Contract (most recent with first priority);***
- ***This Contract;***
- ***RFCSP-42-2026- City Collections (Request for Competitive Sealed Proposals), issued June 16, 2026; and,***
- ***Contractor's Proposal, dated July 7, 2026.***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase collection services for delinquent accounts for which the Finance Director, City Court Clerk, Water Resources Director or other City departments are charged with collecting.

2. **Term.**

   A. The term of this Contract will begin on the last date this Contract is signed by all required parties. The initial contract term will end one (1) year from the date the Contract begins.

   B. This Contract may be extended for four (4) additional terms of one (1) year each. The option to extend shall be exercised by and in the discretion of the City. To be effective, any extension must be approved by the City Attorney and City Council. In no event shall the term of this Contract, including extensions, exceed five (5) years.

3. **Compensation.** Contractor shall be paid the percentages listed below from amounts collected on behalf of City as compensation for providing services pursuant to Contract:

   A. Murfreesboro Water Resources Department (MWRD) accounts – Contractor shall work all first placement and legal collection accounts for the MWRD at a twenty-two percent (22%) contingency fee. These fees are contingent upon collection of said accounts.

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B. Murfreesboro City Court Delinquent Citations – Contractor shall work all first placement and legal collection accounts for Murfreesboro City Court Delinquent Citations at a twenty-two percent (22%) contingency fee. These fees are contingent upon collection of said accounts.

C. Murfreesboro City Court Parking Violations – Contractor shall work all first placement and legal collection accounts for parking violations for Murfreesboro City Court at a twenty-two percent (22%) contingency fee. Contractor shall remit 100% of all monies collected on a monthly basis.

D. The Contractor shall be entitled to the following contingency fees for all other City Departments:
22% Primary Bad Debt Accounts
22% Pre-Legal Accounts
22% Legal/Litigation Accounts

There will be no other charges or fees for the performance of this Contract.

4. <u>Compensation; Method of Payment.</u>

A. Contractor shall be compensated based on monies actually collected on all accounts referred based on the schedule submitted for collection services in this proposal.

B. After a delinquent account has been referred to the Contractor and it is subsequently determined by the City that the account was not delinquent at the time it was referred or if no contact has been made or that it is in the best interest of the City to not refer the account over to the contractor, the Contractor shall return the account immediately and at no cost to City.

C. Other than court-awarded attorney's fees and costs, the Contractor shall neither add any charges or interest to the amount of the delinquent account nor collect more than the amount due to City from any delinquent account.

D. After the Contractor has made contact with a debtor, City may not recall that account from the Contractor (other than as allowed under the termination sections) unless City receives a direct payment from the debtor as a result of new charge or debt or a payment on an account where the Contractor has not collected any money in ninety (90) days, City may recall that account and Contractor shall not be entitled to any compensation on that account.

E. Contractor shall remit to City all monies collected on accounts during the preceding month, by the tenth (10th) day of the succeeding month.

F. The Contractor is not entitled to any compensation other than is expressly provided for in this Contract.

5. <u>Taxes</u>. 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. Copyright, Trademark, Service Mark, or Patent Infringement.

A. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against 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 shall further indemnify and hold harmless City against any award of damages and costs made against City by a final judgment of a court of last resort in any such suit. City shall 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 to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. City reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon City unless approved by the City Attorney and, where required, the City Council.

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

i) Procure for City the right to continue using the products or services.
ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to City, so that they become non-infringing.
iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto.
iv) Provided, however, that Contractor will not exercise option B.iii. until Contractor and City have determined that options B.i. and B.ii. are impractical.

C. Contractor shall have no liability to City, however, if any such infringement or claim thereof is based upon or arises out of:

i) The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.
ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
iii) The claimed infringement in which City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. Termination of the Contractor's Services.

The Contractor's services may be terminated in whole or in part:

A. By mutual consent of the parties.

B. For the convenience of City, provided that City notifies the Contractor in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.

C. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination and surrenders all documentation relating to collection actions initiated. No fee will be due on collections received after the termination date regardless of when collection

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process is initiated and all collections received by the Contractor after the termination date will be turned over to the City by the tenth (10th) of the month following the month in which they are collected or were received.

D. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

E. For failure to remit monies due to the City by the dates specified within this Contract.

G. Failure to provide an adequate accounting for monies collected.

H. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, City shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

I. Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.

8. <u>Duties Upon Termination or Expiration of Contract</u>

A. If City terminates the Contractor's services in whole or in part for convenience, City may, at its option, recall any or all delinquent accounts which are covered by such termination except those accounts currently involved in litigation, or that have been reduced to judgment, or those accounts where payment arrangements have been made and the Contractor shall deliver to City all such recalled delinquent accounts within ten (10) days of receipt of the recall notice. After the delinquent accounts are (or should have been) returned to City, the Contractor shall have no further right to any monies collected from, or on those accounts.

B. The provisions of this Contract will remain in full force and effect with respect to those accounts retained by the Contractor until those retained accounts are paid in full or satisfied.

C. If the Contractor's services are terminated in whole or in part for cause, the Contractor shall, within ten (10) days of the receipt of the termination notice, return any terminated delinquent accounts to the Administrator, immediately cease all collection activities on the affected delinquent accounts and shall have no further right to any monies collected from, or on those accounts after the accounts have (or should have) been returned to City.

D. If Contractor receives payment exceeding the amount to which it is entitled under subsection A or C of this section, Contractor shall remit the excess to the City within thirty (30) days.

E. If the Contractor's services are terminated, for whatever reason, the Contractor shall receive no compensation under this Contract, other than that explicitly allowed under this section.

F. If after termination, a final certified audit has not been performed, City may, at its option, have one conducted at Contractor's sole expense.

9. <u>Compliance with Laws</u>. Contractor agrees to comply with any applicable federal, state and local laws and regulations

10. Notices and Designation of Agent for Service of Process.

A. Notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of City Manager, City of Murfreesboro, P.O. Box 1139, Murfreesboro, TN 37133-1139.

B. Notices to Contractor shall be mailed or hand delivered to:

Contractor: FirstPoint Collection Resources, Inc.
Attn: William (Bill) Howard, SVP and COO
Address: 225 Commerce Place
Greensboro, NC 27401
whoward@firstpointresources.com

C. Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: William (Bill) Howard
Address: 225 Commerce Place
Greensboro, NC 27401

11. Ownership; Publication, Reproduction and Use of Material.

Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Upon termination, the Contractor shall, within thirty (30) days, deliver to the City all delinquent accounts, documents, records, work product, and other materials relating to this Contract.

12. City's Rights and Obligations.

A. City does not guarantee the Contractor either a certain number or a certain total dollar value of collection referrals during the term of this Contract. Also, City retains sole discretion in determining what delinquent accounts shall be "collection agency matters". City does agree that once it determines a delinquent account to be a "collection agency matter" that such delinquent account shall, for the life of this Contract, be referred only to the Contractor. **Specifically excluded from this Contract are delinquent property taxes, business taxes, and other taxes that may be administered and collected by the City.** Part of the Water and Sewer Department water bills being submitted to the Contractor for collections will include sales tax for the water service and will be subject to collection by the Contractor as part of the debt owed to the MWRD.

B. Other than as is explicitly set forth in this Contract, City shall not be obligated to provide the Contractor with any other monies, goods, or services.

C. Prior to any contact being made with the debtor by the Contractor, the City may give notice to the Contractor recalling a delinquent account and such delinquent account shall be returned to City within seven (7) days of such notice being received. After receipt of a notice of recall, the Contractor shall have no right to any monies collected from, or on the delinquent account(s), nor shall Contractor receive any other compensation from City for the delinquent account recalled.

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D. In the event Contractor is involved in litigation in an attempt make a collection hereunder and a counterclaim or affirmative defense is raised concerning any municipal ordinance or regulation or any other reason, the Contractor shall within twenty-four (24) hours of said counterclaim or affirmative defense notify the City Attorney in writing. City reserves the right to choose an attorney or to have the City Attorney substitute or intervene in said litigation.

E. Prior to any actions that would adversely affect the credit of the debtor, all claims for damages will be adjudicated in the appropriate courts and a legal right to be paid or the establishing of a legal right of the City to be repaid shall be established in the appropriate court.

13. Compliance with Permits and Laws.
Contractor agrees to comply with any applicable federal, state and local laws and regulations. The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable federal and state statutes (to include the Fair Debt Collection Practices Act, 15 U.S.C. 1692), ordinances, rules and regulations.

14. Maintenance of Records. Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

15. Confidentiality of NCIC Driver License & Registration Information. Contractor shall maintain the confidentiality of all driver license and registration information obtained from the City through NCIC and shall not disclose such information to any third party.

16. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by City, or their duly appointed representatives.

17. City Property. Any City property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to City by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be City property.

18. Modification of Contract. This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

19. Partnership/Joint Venture. Nothing herein shall 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

20. Waiver. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

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21. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

22. **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 Contract, Contractor certifies and warrants it will comply with this policy. No person shall 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 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 shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with City or in the employment practices of City's Contractors. Accordingly, all proposers entering into contracts with City shall, 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.

23. **Insurance.** During the term of this Contract, Contractor shall maintain comprehensive general liability insurance with limits of not less than one million dollars per occurrence and two million dollars aggregate. Furthermore, Contractor shall maintain all other type of insurance and limits as outlined in Section 8.6 of the RFCSP issued June 16, 2026. The only exception to this is the workers' compensation and employer's liability insurance (Section 8.6 bullet point 1) may have a limit of $500,000. A certificate of insurance, in a form satisfactory to City, evidencing said coverage shall be provided to City prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

24. **Gratuities and Kickbacks.** It shall be 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 therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

25. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

Docusign Envelope ID: B30E9A02-5714-8283-8035-5EEBB2B6F099

A. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and,

B. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

26. Attorney General Opinion 93-01. Pursuant to Tennessee Attorney General Opinion 93-01, City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

27. Attorney Fees. Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

28. Assignment--Consent Required. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, CITY OF MURFREESBORO, P.O. BOX 1139, MURFREESBORO, TN 37133-1139.

29. Entire Contract. This Contract, the Request for Competitive Sealed Proposals (RFCSP) issued June 16, 2026, Contractor's Proposal dated July 7, 2026, and any properly executed amendments to this Contract set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

30. Force Majeure. No party shall have 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.

31. Governing Law. The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

32. Venue. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

33. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

34. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

35. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

36. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City. When it has been so signed, this Contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:
Jeffrey L. Peach
1E20C42974A242D...
_____
Jeffrey L. Peach, City Attorney

FIRSTPOINT COLLECTION RESOURCES, INC.

Signed by:
By William (Bill) Howard
6BBA2564FB844BD...
_____
William (Bill) Howard, SVP & COO

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title:	Mandatory Referral for the Abandonment of a Sanitary Sewer Easement along Forbus Drive
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow the abandonment of a sanitary sewer easement on property located along Forbus Drive northwest of Epps Mill Road.

Staff Recommendation

Approve the mandatory referral request.

The Murfreesboro Water Resources Board considered this matter at its July 28, 2026 regular meeting and then voted to recommend its approval.

The Planning Commission considered this matter at its September 2, 2026 regular meeting and then voted to recommend its approval.

Background Information

In this mandatory referral, Council being asked to consider the abandonment of a sanitary sewer easement on property located along Forbus Drive. The property in question is developed with the Moody Excavating contractor's office and storage yard. There is no existing sewer infrastructure within the easement. The Murfreesboro Water Resources Department (MWRD) has indicated that the easement is no longer needed and that it does not object to the abandonment. The MWR Board recommend approval at its July 28th meeting. Planning Commission and Staff recommend that approval of this request be made subject to the following conditions:

1) If approved by City Council, the applicants will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally abandon the easement(s). The legal instrument(s) will be subject to final review and approval of the Legal Department.

2) The applicants will also be responsible for recording the legal instrument(s),

including payment of the recording fee.

Council Priorities Served

Establish Strong City Brand

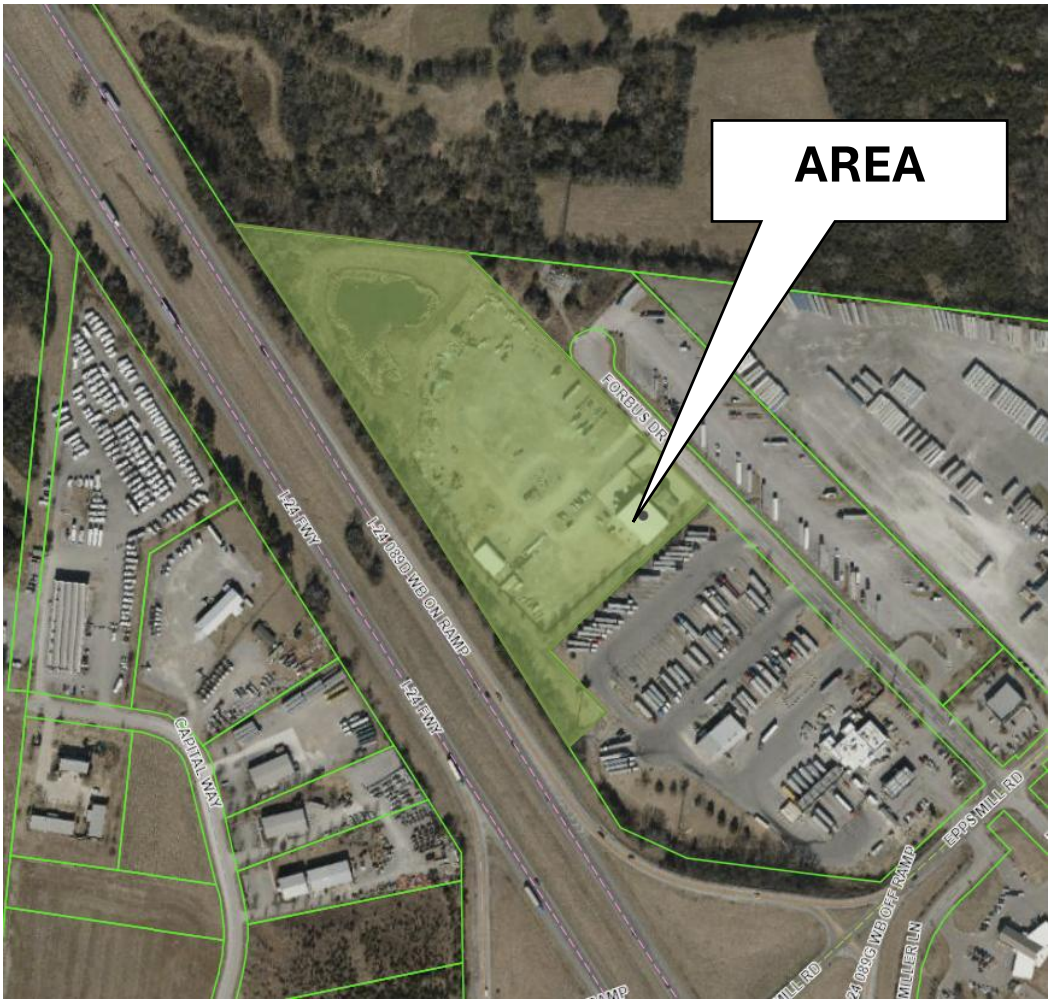
The abandonment of this easement is consistent with the City's goals to be customer service-oriented, abandoning existing surplus easements, so that the property owner can more fully enjoy and utilize their property.

Attachments:

1. Staff comments from 09/02/2026 Planning Commission meeting
2. Letters from the applicant
3. Miscellaneous exhibits from applicant
4. Memo from MWRD

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS
SEPTEMBER 2, 2026
PROJECT PLANNER: MARC SHACKELFORD-ROWELL

6.a. Mandatory Referral [2026-717] to consider the abandonment of a sanitary sewer easement on property located along Forbus Drive, SEC, Inc. applicant.



In this mandatory referral, the Planning Commission is being asked to approve the abandonment of an existing sanitary sewer easement on a property located along Forbus Drive in an unincorporated area in Rutherford County. The property currently houses Moody Excavation, LLC.

The reason for this request is to remove a portion of the sanitary sewer easement on Lot 2 of the Love's Country Store Subdivision. SEC is requesting to abandon a portion of the sanitary sewer easement because the easement is no longer necessary. The easement was dedicated in 2011 with the intention of the City extending sanitary sewer service in the future. Since the easement has been dedicated, sanitary sewer has not been constructed in the easement, and MWRD (Murfreesboro Water Resources Department now has no intention of installing sanitary sewer infrastructure within the easement. MWRD has reviewed the request and recommends its approval.
During the MWR Board meeting on July 28th, 2026, the Board voted to recommend approval of the abandonment request now that the City has adopted the policy of only providing sewer service to properties located within the City limits. The memo from the MWR Board has been included as an attachment with this report.

An exhibit showing the location of the proposed easement abandonment area is included in the agenda materials, as well as a letter from the applicant. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

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

WATER RESOURCES BOARD COMMUNICATION

Meeting Date: 07/28/2026

Item Title: Sewer Easement Abandonment–Moody Building Addition

Department: Engineering

Presented by: Valerie Smith/Anita Heck

Requested Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

SEC, on behalf of the developer, requests the existing sewer easement highlighted on the attached exhibit be abandoned.

Staff Recommendation

Approval of the requested abandonment.

Background Information

The requested portion of the existing sanitary sewer easement abandonment highlighted on the attached exhibit was dedicated by plat with the subdivision of Love's Country Stores, Lot 1 & 2 recorded on December 7, 2011. The easement was shown on the plat at the request of staff with the thought that sewer might be extended for future service. There isn't existing sewer within the easement currently and now that the City has adopted the policy of only serving City customers, staff believes the easement is no longer needed. Staff is comfortable with the abandonment. This request will also be taken to Planning Commission as a mandatory referral upon Board approval.

Fiscal Impact

None, as the easements were dedicated by plat and not purchased by the Department.

Attachments

1. Easement Abandonment Request
2. Exhibit

City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 150-026.04 | Address (if applicable): 111 Forbus Drive

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Sewer Easement Abandonment

Applicant Information:

Name of Applicant: John Miner

Company Name (if applicable): SEC,Inc.

Street Address or PO Box: 850 Middle Tennessee Blvd

City: Murfreesboro

State: TN | [redacted]

[redacted]

[redacted] 615-890-7901

[redacted]

- [x] Letter from applicant detailing the request
- [x] Exhibit of [redacted]
- [ ] Legal description (if applicable)

John Miner

Applicant Signature

8/13/2026

Date

Site Engineering Consultants
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615)890-7901
www.sec-civil.com

August 12, 2026

Matthew T. Blomeley, AICP
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37130

RE: Moody Excavation Building Addition
Sewer Easement Abandonment Mandatory Referral
SEC Project No. 24118

Dear Matthew,

Please find the attached supplemental documents to support the mandatory referral request to abandon the existing sewer easement at the property located at 111 Forbus Drive. The sewer easement is no longer necessary or needed. The project is built out and sitting on a high point, making any sewer connection from the north have a lower elevation to connect to the existing sewer line.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or [redacted]

Sincerely,

John Miner, P.E.
SEC, Inc.

SEC, Inc.
SITE ENGINEERING CONSULTANTS
Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

June 29, 2026

Mrs. Valerie Smith
Murfreesboro Water Resources Dept
NW Broad Street
Murfreesboro, Tennessee 37130

RE: Moody Excavation LLC, Building Addition
Sanitary Sewer Easement Abandonment Request
Murfreesboro, Tennessee
SEC Project No. 25296

Dear Mrs. Smith:

Please accept this as our formal request for the City of Murfreesboro to abandon the Sanitary Sewer Easement that is shown in Plat Book 36 Page 67.

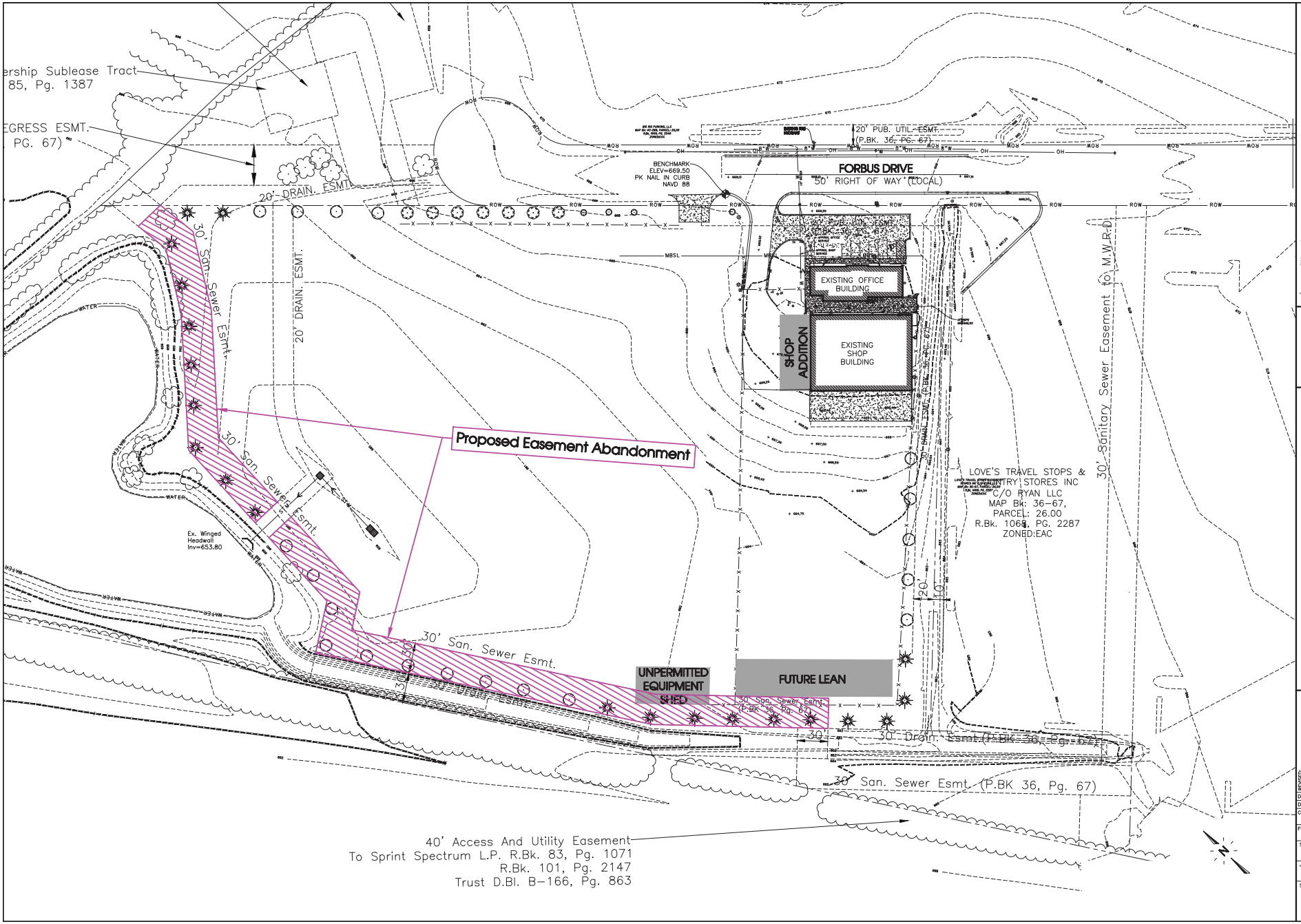
The sanitary sewer easement is no longer necessary or needed. The project is built out and sitting on a high point, making any sewer connection from the north have a lower elevation to connect to the existing sewer line.

The attached exhibit highlights the sanitary sewer easement abandonment area.

If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email at [redacted]

Sincerely,

John Miner, P.E.
Project Engineer
SEC, Inc



SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 E-MAIL: JMINER@SECCIVIL.COM FAX: (615) 893-2567

SEC, Inc.

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.

The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives, it is the responsibility of the contractor to verify all conditions and dimensions shown on these construction drawings prior to bidding or construction. It is not in accordance with to design as noted, described, and illustrated. The engineer assumes no responsibility to the assurance that the site is constructed in accordance with the construction plans.

Moody Excavating LLC

Rutherford County, Tennessee

REVISED:

DRAWN:

DATE:

CHECKED:

FILE NAME:

SCALE:

JOB NO. 25296

SHEET:

Sewer Easement Abandonment

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Mandatory Referral for Dedication of Electric Easement along Northwest Broad Street

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow dedication of electric easements on City-owned property located along the Stonesbattle Parkway/Cherry Lane corridor west of I-840.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval of this request at its August 5, 2026 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of electric easements for use by Middle Tennessee Electric (MTE) on property that the City owns along the Stonesbattle Parkway/Cherry Lane corridor west of I-840. The electric infrastructure to be constructed within the easements is proposed in conjunction with the Stonesbattle Parkway/Cherry Lane road project.

Council Priorities Served

Expand Infrastructure

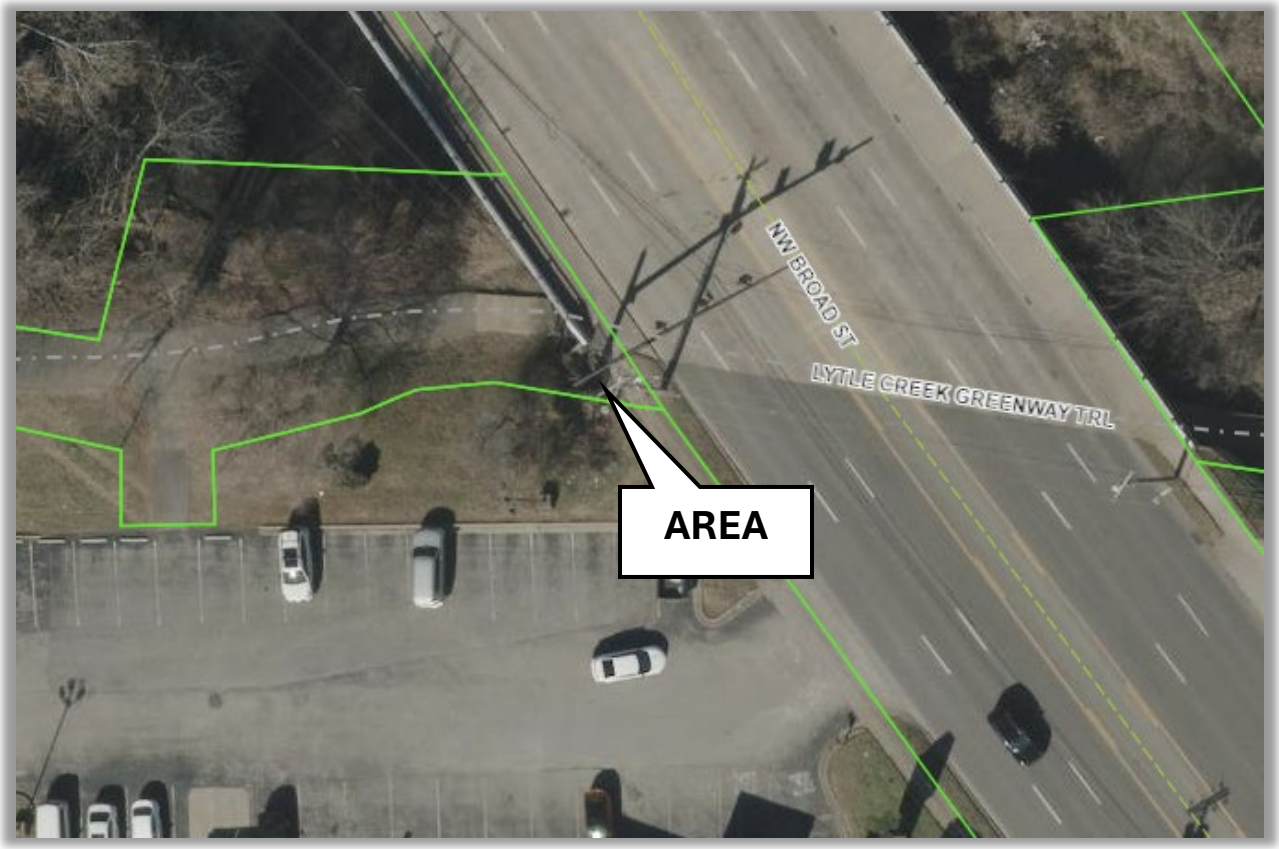
The proposed easement dedication will assist MTE with infrastructure improvements in conjunction with the City's Stonesbattle Parkway/Cherry Lane road project.

Attachments:

1. Memo to Planning Commission from Deputy City Attorney
2. Easement document from MTE
3. Exhibit of the proposed easement

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 2, 2026
PROJECT PLANNER: MOLLY GILLILAND

6.b. Mandatory Referral [2026-718] to consider the dedication of an electric easement on City-owned property along Northwest Broad Street, MTE applicant.



In this mandatory referral, the Planning Commission is being asked to consider the dedication of an electric easement on City-owned property located along Northwest Broad Street. The property in question is primarily developed with the Lytle Creek Greenway. The reason for this request is to allow Middle Tennessee Electric (MTE) to install a guy lead to support a planned upgrade of its primary feed along Northwest Broad Street. The primary wire along Northwest Broad Street is to be replaced with a new, steel-reinforced wire that will provide greater integrity but requires additional support. The proposed guy lead is approximately 35’ in length and will anchor approximately 5’ from the Greenway trail.

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

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

City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 091K L 009.01 | Address (if applicable): 620-640

Street Name (if abandonment of ROW): W MAIN STREET

Type of Mandatory Referral: RIGHT OF WAY EASEMENT (Work Order: 17120370)

Applicant Information:

Name of Applicant: RILEY DARSEY

Company Name (if applicable): MIDDLE TENNESSEE ELECTRIC

Street Address or PO Box: 555 NEW SALEM HIGHWAY

City: MURFREESBORO

State: TENNESSEE | Zip Code: 37129

Email Address: [redacted]

Phone Number: (615) 934-1065

Required Attachments:

☐ Letter from applicant detailing the request

☐ Exhibit of requested area, drawn to scale

☐ Legal description (if applicable)

Riley Darsey

Applicant Signature

08/18/2026

Date

Middle Tennessee Electric
555 New Salem Highway, Murfreesboro, TN 37129
1.877.777.9020 / www.mtemc.com

August 18, 2026

RE: City of Murfreesboro
Parcel: 091K L 00901

To whom it may concern,

Middle Tennessee Electric is planning to upgrade our primary feed along NW Broad Street and need to add (1) guy lead within the City of Murfreesboro property along the Lytle Creek Greenway to support the upgrade (shown in map).

MTE is requesting a signed easement for these added facilities.

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

Sincerely,

Riley Darsey

Riley Darsey

System Designer

615-934-1065

Right-of-Way

Easement

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

Middle Tennessee Electric

Service Location # _____ Meter Set SO # _____ WO# 17120370

Grantor: MURFREESBORO CITY OF And/by _____

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

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

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

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

County 075 - RUTHERFORD State of Tennessee Tax Map: 091K Group: L Parcel: 009.01

Address 620-640 (House/building#) W MAIN STREET (Street/Road Name) MURFREESBORO (City) 37129 (Zip)

and such Property being of record in Deed Book 16, Page 363, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

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

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

_____ Print Name/Title of Authorized Signatory

_____ Legal Signature

STATE OF _____

COUNTY OF _____

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

_____ Notary Signature _____ My Commission Expires

_____ Print Name/Title of Authorized Signatory

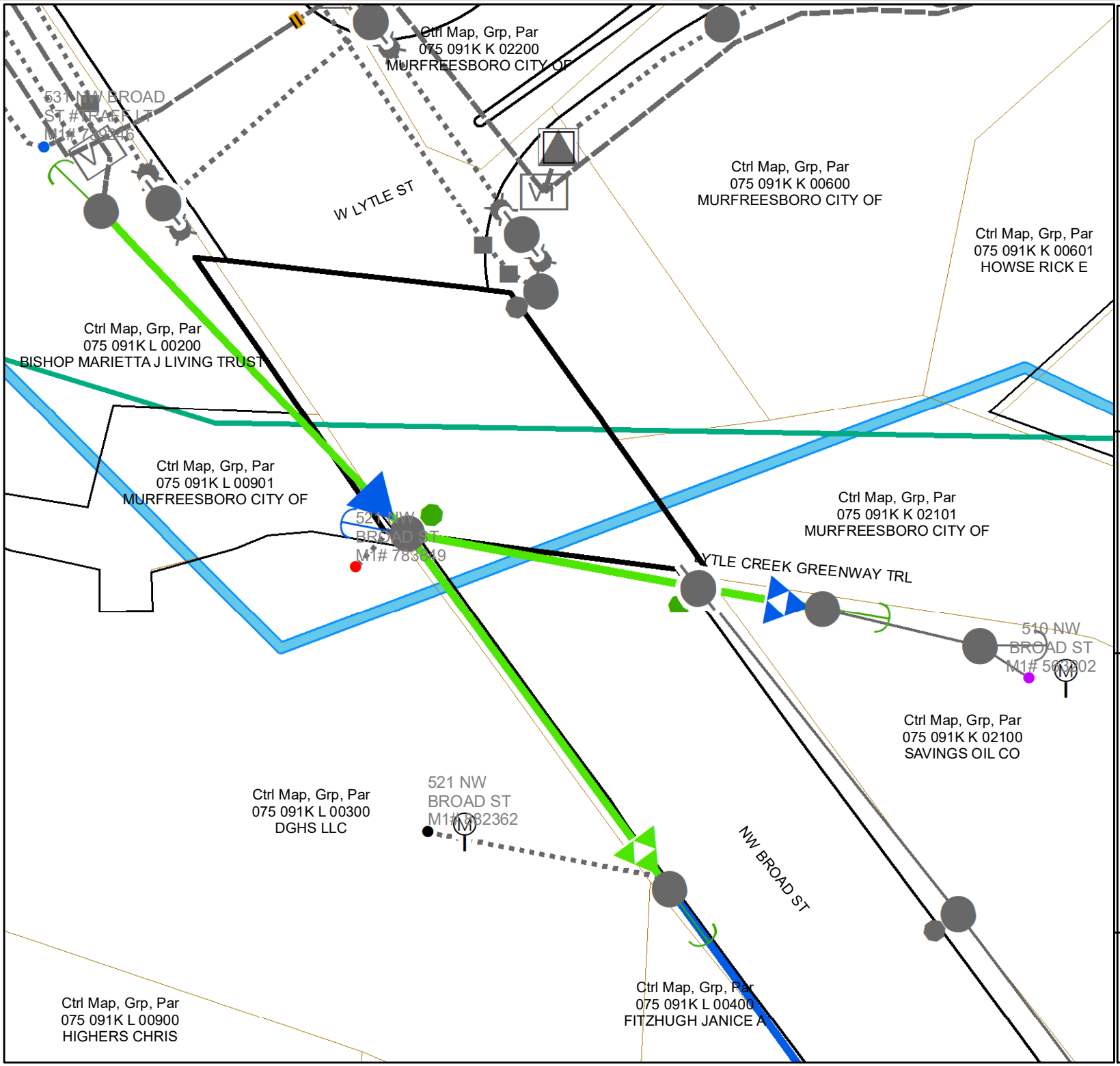
_____ Legal Signature

STATE OF _____

COUNTY OF _____

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

_____ Notary Signature _____ My Commission Expires



Legend

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

Disclaimer:
Middle Tennessee Electric Membership Corporation ("MTE") makesno representation, warranty, or certification as to map accuracy, including, but not limited to, its accuracy as to underground conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. This exhibit is not intended to be an ALTA/ACSM, Category I Boundary, or any other type of land survey. The drawing is not to scale. The location of the easement centerline and/or easement dimensions as shown are approximate and may vary with actual construction. After actual construction, the as-built electric lines and/or equipment shall be deemed to be the centerline of the easement. MTE expressly disclaims liability for any errors or omissions.

Initials:_____

Job Number: 17120370
Location: 510 NW Broad Street
Description:

Map: 5449-J
Scale: 1 inch = 50 feet
Print Date: 8/18/2026

mte Middle Tennessee Electric

Exhibit "1"

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Mandatory Referral for the Abandonment of a Portion of Cason Lane Right-of-Way

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow the abandonment of a portion of Cason Lane right-of-way north of the intersection of Cason Lane and Foxcroft Road.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission conducted a public hearing on this matter at its September 2, 2026 regular meeting and then voted to recommend its approval.

Background Information

In this mandatory referral [2026-713], Council is being asked to consider abandoning a portion of Cason Lane right-of-way (ROW) located along the west side of Cason Lane north of its intersection with Foxcroft Road. The right-of-way in question was dedicated and constructed years ago as a "turn-out" for a future City street. However, the subsequent zoning, development, and subdivision of the land on the west side of Cason Lane has shifted the location of the future public street south of this location, eliminating the need for this portion of right-of-way and rendering it as surplus. The abandoned ROW will likely be added to the adjacent commercial outparcel. Staff reached out to various utilities and City Departments for feedback and none objected to the abandonment, although several indicated that they would need to retain easements for the existing utilities located in the abandonment area.

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

1) If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally abandon the right-of-way. The legal instrument(s) will be subject to final review and approval of the Legal Department.

2) The applicants will also be responsible for recording the legal instrument(s), including payment of the recording fee.

3) Utility easement(s) shall be retained over the abandoned ROW, as needed, for MWRD, CUD, AT&T, and Comcast.
4) A subdivision plat must be approved and recorded in order to incorporate the abandoned ROW into the adjacent lot.
5) Standard road improvements shall be made to the abandoned ROW, including the removal of pavement and the extension of sidewalks, curbs, and gutters to match the adjacent roadway.

Council Priorities Served

Establish Strong City Brand

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, abandoning existing surplus right-of-way, so that the adjacent property owner can use it as he/she sees fit.

Attachments:

1. Staff comments from 09/02/2026 Planning Commission meeting
2. Memo summarizing feedback from departments and utilities
3. Maps of the subject ROW
4. Exhibits and letters from applicant

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 2, 2026
PROJECT PLANNER: MOLLY GILLILAND

5.b. Mandatory Referral [2026-713] to consider the abandonment of a portion of Cason Lane right-of-way, SEC, Inc. representing Lennar applicant.

In this mandatory referral, the Planning Commission is being asked to consider the abandonment of a segment of Cason Lane right-of-way (ROW). The ROW in question is located on the western side of Cason Lane, across from the Easton Place Apartments and north of the intersection of Cason Lane and Foxcroft Road. It was originally dedicated as a “turn-out” to allow for the future construction of a public street. However, recently, PRD zoning was approved for the property to the west identified as Lot 5 of The Ognios West Subdivision. The master plan included as a part of the PRD zoning shows different public street connections to Cason

Lane, making this turn-out within the ROW unnecessary for future street construction. The applicant is requesting abandonment of approximately 2,000 ft^2 of ROW. If approved, the abandoned ROW would likely be quitclaimed to the property owner of the adjacent outparcel to the southwest.

Staff has obtained comments from other City departments and utility providers regarding the impact of the proposed ROW abandonment. Their responses are included in the attached memorandum from Planning staff. Several utility agencies have requested that easements be retained for existing utilities. The report attachments also include the map depicting the location of the ROW in question.

Action Needed:

The Planning Commission should conduct a public hearing and discuss this matter, after which it will need to formulate a recommendation to the City Council regarding the proposed abandonment. Staff recommends approval of this request subject to the following conditions:

1) If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally abandon the easement(s). The legal instrument(s) will be subject to final review and approval of the Legal Department.
2) The applicants will also be responsible for recording the legal instrument(s), including payment of the recording fee.
3) Utility easement(s) shall be retained over the abandoned ROW, as needed for MWRD, CUD, AT&T, and Comcast.
4) A subdivision plat must be approved and recorded in order to incorporate the abandoned ROW into the adjacent lot.
5) Standard road improvements shall be made to the abandoned ROW, including the removal of pavement and the extension of sidewalks, curbs, and gutters to match the adjacent roadway.

Attachments:

1. Memorandum from Planning Staff regarding utility and City department responses
2. Non-Ortho and Ortho maps depicting the abandonment area
3. Applicant request to abandon ROW letter, legal descriptions, and engineer map

Memorandum

To: Ben Newman, Planning Director
Matthew Blomeley, Assistant Planning Director

From: Molly Gilliland, Planner

Date: September 2, 2026

Re: Mandatory Referral [2026-713] for the abandonment of a segment of Cason Lane Right-of-Way

The following is a summary of the City department staff and utility provider comments regarding the requested right-of-way (ROW) abandonment.

Engineering & Streets Department

The request to abandon ROW should be subject to the submission and recording of a deed abandoning the City's right-of-way interest in the property and transferring the abandoned ROW to the adjacent property owners. The Streets Department will require standard road improvements for the abandoned ROW, including the removal of pavement and the extension of sidewalks, curbs, and gutters to match the adjacent roadway orientation.

Transportation

The Transportation Department has no objection to the ROW abandonment.

Fire and Rescue Department

Fire and Rescue does not have any objection to the abandonment.

Police Department

The Murfreesboro Police Department has no objection to the ROW abandonment.

Solid Waste Department

The Solid Waste Department has no objection to the ROW abandonment.

Murfreesboro Water Resources Department (MWRD)

MWRD has an existing 8" water main and 8" sewer main in the ROW that will require easements.

Consolidated Utility District (CUD)

CUD has a 16" water main and fire hydrant within the ROW abandonment area. CUD will require a 30' water line easement.

Middle Tennessee Electric Members Cooperative (MTE)

MTE has overhead power lines along Cason Lane, but the facilities and existing 40' electric easement will not be affected by the ROW abandonment.

AT&T

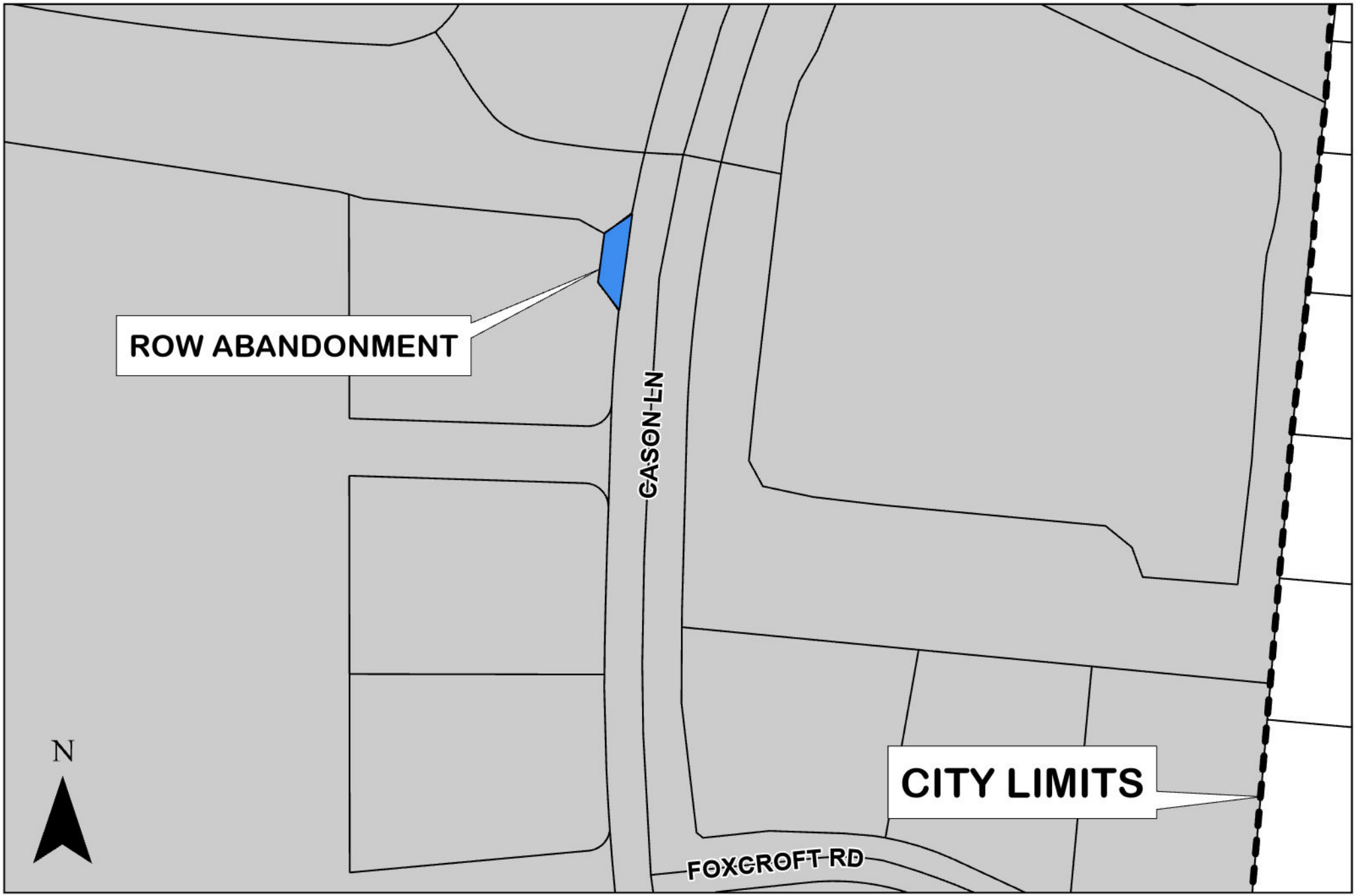
AT&T has an aerial facility on the power poles in the area and will need an easement over the abandoned ROW.

Atmos Energy

Atmos Energy has no objection to the ROW abandonment.

Comcast

Comcast has aerial facilities in the area and will need an easement over the abandoned ROW.



Request to Abandon Segment of Cason Lane Right-of-Way

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

Request to Abandon Segment of Cason Lane Right-of-Way

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

Site Engineering Consultants
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615)890-7901
www.sec-civil.com

July 24, 2026

Matthew T. Blomeley, AICP
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37130

RE: Cason Terrace
ROW Abandonment Mandatory Referral
SEC Project No. 21006

Dear Matthew,

Please find the attached supplemental documents to support the mandatory referral request to abandon the existing Cason Lane ROW at the property located near the intersection of Cason Lane and Foxcroft Road. The purpose of the abandonment is to allow development and limit conflicts with proposed infrastructure within the existing ROW.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or [redacted]

Sincerely,

John Miner, P.E.
SEC, Inc.

City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 114-004.15-000 | Address (if applicable): Near Cason Lane and Foxcroft Road Intersection

Street Name (if abandonment of ROW): Cason Lane

Type of Mandatory Referral: ROW Abandonment

Applicant Information:

Name of Applicant: John Miner

Company Name (if applicable): SEC, INC

Street Address or PO Box: 850 Middle TN BLVD

City: Murfreesboro

State: TN | Zip Code: 37130

Email Address: [redacted]

Phone Number: 615-890-7901

Required Attachments:

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

John Miner

Applicant Signature

7-27-26

Date

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ DANIEL RUDD
MAP 114, PARCEL 4.07
RECORD BOOK 2614, PAGE 2029

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, AND UTILITIES THEREIN. PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ MELISSA OGNIO BARNETT, PARTNER
MAP 114, PARCEL 4.00 OGNIO FAMILY REAL ESTATE PARTNERSHIP, LP
RECORD BOOK 2614, PAGE 2036

CERTIFICATE OF ACCURACY:

I HEREBY CERTIFY THAT THIS IS A "CATEGORY IV" SURVEY DONE IN ACCORDANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE SET FORTH IN CHAPTER 0820-03-.07. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN, OR WILL BE, PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

DATE _____ REGISTERED SURVEYOR

TENN. R.L.S. NO. _____

CERTIFICATE OF THE APPROVAL OF STREETS AND DRAINAGE

I HEREBY CERTIFY: (I) THAT 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 OF SAME.

DATE _____ CITY ENGINEER

CERTIFICATE FOR APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT: (I) 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 CONSOLIDATED 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 THE SAME.

DATE _____ CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY

CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION (MTE) WILL PROVIDE ELECTRIC SERVICE TO THE SUBJECT PROPERTY ACCORDING TO THE NORMAL OPERATING PRACTICES OF MTE AS DEFINED IN THE RULES AND REGULATIONS, BYLAWS, POLICY BULLETINS AND OPERATIONAL BULLETINS OF MTE, AND IN ACCORDANCE WITH THE PLAT APPROVAL CHECKLIST, TREE PLANTING GUIDELINES AND OTHER REGULATIONS CONTAINED ON THE MTE WEBSITE AT MTE.COM (COLLECTIVELY, THE "REQUIREMENTS"). NO ELECTRIC SERVICE WILL BE PROVIDED UNTIL MTE'S REQUIREMENTS HAVE BEEN MET AND APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF MTE. ANY APPROVAL IS, AT ALL TIMES, CONTINGENT UPON CONTINUING COMPLIANCE WITH MTE'S REQUIREMENTS.

DATE _____ MIDDLE TENNESSEE ELECTRIC OF RUTHERFORD COUNTY

CERTIFICATE OF APPROVAL FOR RECORDING

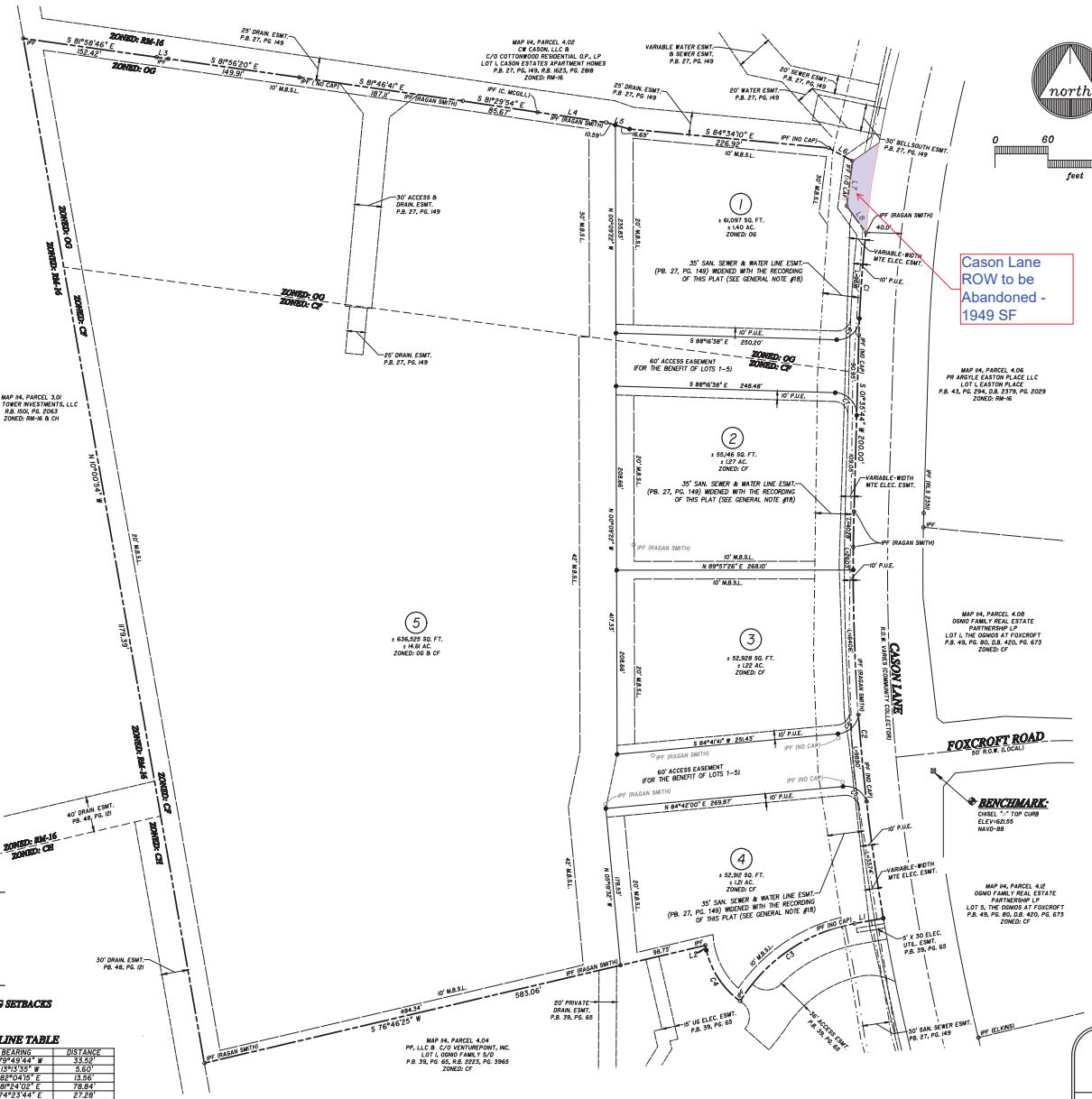
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR RUTHERFORD COUNTY, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RUTHERFORD COUNTY REGISTER.

DATE _____ SECRETARY, PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT: (I) 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 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.

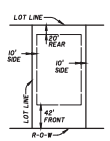
DATE _____ MURFREESBORO WATER RESOURCES OFFICIAL



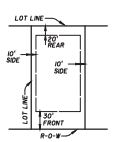
GENERAL NOTES:

1. THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 5 LOTS OF RECORD FROM 2 PARCELS OF LAND AND TO RECORD EASEMENTS, AS SHOWN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF 1983 DERIVED USING THE T.D.O.T. TENNESSEE GEODETIC REFERENCE NETWORK (TGRN) CONSISTING OF MULTIPLE REFERENCE STATIONS TIED TO NAD83 (2011).
3. THIS PARCEL IS DESIGNATED ZONE X, WHICH IS NOT INCLUDED IN AREAS DESIGNATED AS A "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY PANEL NO. 47149C0255J DATED 5/9/2023
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
5. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR, THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH.
6. LOTS 2, 3, 4, & A PORTION OF LOT 5 ARE ZONED CF. MINIMUM BUILDING SETBACKS FOR THESE LOTS ARE: FRONT = 42 FT., SIDE = 10 FT.(+), REAR = 20 FT. (+) IN THE CF DISTRICT, THE MINIMUM SIDE YARD OR REAR YARD SETBACK SHALL BE AS SPECIFIED, UNLESS THE PROPERTY ABUTS PROPERTY IN THE RS, RD, RS-A, OR PRD CLASSIFICATION OR THE RESIDENTIAL PORTION OF LAND ZONED IN THE PUD CLASSIFICATION, IN WHICH CASE, THE MINIMUM SETBACK SHALL BE 25 FT FROM THE COMMON PROPERTY LINE OF THE PROPERTY IN THE RS, RD, RS-A, OR PRD CLASSIFICATION OR THE RESIDENTIAL PORTION OF LAND ZONED IN THE PUD CLASSIFICATION.
7. LOT 1 AND A PORTION OF LOT 5 ARE ZONED OG. MINIMUM SETBACKS ARE: FRONT = 30 FT(+), SIDE = 10 FT., REAR = 20 FT. (+)
8. THE SOILS MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUTTING OR FILLING OPERATIONS PERFORMED DURING OR BEFORE DEVELOPMENT; THEREFORE, THE BUILDER OF ANY PROPOSED STRUCTURE SHALL INVESTIGATE THE CURRENT CONDITIONS AND CONSULT WITH A GEOTECHNICAL EXPERT OR OTHER QUALIFIED PERSON AS HE DEEMS APPROPRIATE TO ASSURE HIMSELF THAT THE DESIGN OF THE PROPOSED FOUNDATION IS ADEQUATE.
9. IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT IN ACCORDANCE WITH A SUITABLE GRADING AND DRAINAGE PLAN WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
10. PUBLIC UTILITY EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY UTILITIES SUCH AS MIDDLE TENNESSEE ELECTRIC, NATURAL GAS COMPANIES, AT&T, CABLE TELEVISION SERVICES, CONSOLIDATED UTILITY DISTRICT AND OTHERS.
11. UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES THE MINIMUM FLOOR ELEVATION (M.F.E.) TO BE SET AT OR ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. AS AN ALTERNATIVE, THE HOME OWNER 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 HOME BUILDER AND/OR HOME OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THIS REQUIREMENT.
12. THE STREETS IDENTIFIED ON THIS PLAT MAY BE CONSTRUCTED OR RECONSTRUCTED IN THE FUTURE WITHOUT CONSULTATION OR NOTICE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION.
13. EASEMENTS IN THE SUBDIVISION MAY NOT HAVE INFRASTRUCTURE CONSTRUCTED WITHIN THEM UNTIL SOME FUTURE TIME AND THERE MAY BE NO NOTICE OR CONSULTATION WITH THE INDIVIDUAL LOT OWNERS OF THIS CONSTRUCTION.
14. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY LOT IN THIS SUBDIVISION, THE OWNER SHALL POST A BUILDING PERMIT SURETY IN AN AMOUNT TO BE DETERMINED BY THE CITY ENGINEER TO ASSURE CONSTRUCTION OF LOT INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRAINAGE IMPROVEMENTS, OR CONSTRUCTION OF WATER QUALITY ELEMENTS. SUCH CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
15. SUBJECT PROPERTY LIES WITHIN THE SALEM/BARFIELD SEWER ASSESSMENT DISTRICT.
16. LOTS 1, 2, 3, & 4 NO ACCESS WILL BE PERMITTED TO CASON LANE.
17. CUD WILL REQUIRE AN AMENDMENT PLAT OR SURVEY METES AND BOUNDS DESCRIPTION TO DEDICATE NECESSARY EASEMENTS WITH THE DEVELOPMENT OF LOTS ONCE CONSTRUCTION IS COMPLETE.
18. THE 35' WIDE SHARED SANITARY SEWER AND WATERLINE EASEMENT, HELD BY MURFREESBORO'S WATER RESOURCES DEPARTMENT AND CONSOLIDATED UTILITY DISTRICT, RECORDED IN PLAT BOOK 27, PAGE 149, HAS BEEN WIDENED TO A VARIABLE-WIDTH SANITARY SEWER AND WATER LINE EASEMENT WITH THE RECORDING OF THIS PLAT.

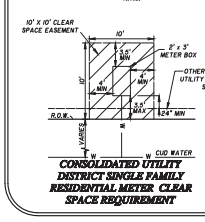
PLAT BOOK _____, PAGE _____
TIME OF RECORDING: _____
DATE OF RECORDING: _____



TYPICAL MINIMUM BUILDING SETBACKS FOR CF ZONING
N.T.S.



TYPICAL MINIMUM BUILDING SETBACKS FOR OG ZONING
N.T.S.



CONSOLIDATED UTILITY DISTRICT SINGLE FAMILY RESIDENTIAL METER CLEAR SPACE REQUIREMENT

1. CLEAR SPACE TO BE VOID OF DRAINAGE FACILITIES, STRUCTURES, DRIVEWAYS, MAILBOXES, SIDEWALKS, TREES, PUBLIC UTILITIES, AND UTILITY SERVICE CONNECTIONS.
2. SEWER SERVICE LINE AND TREES TO BE LOCATED A MINIMUM 10 FT. AWAY FROM WATER SERVICE.
3. OTHER UNDERGROUND UTILITY CROSSINGS SHALL COMPLY WITH SEPARATION REQUIREMENTS OUTLINED IN C.U.D. TECHNICAL SPECIFICATIONS.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 79°49'44" W	33.52'
L2	N 13°13'55" W	5.60'
L3	S 82°04'16" E	13.56'
L4	S 8°24'02" E	78.84'
L5	S 74°23'44" E	27.28'
L6	S 60°59'21" E	30.70'
L7	S 07°27'33" W	51.24'
L8	S 35°53'30" E	37.08'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1439.98'	4°39'38"	116.71'	S 03°55'03" W	116.68'
C2	2318.73'	11°26'27"	463.01'	S 04°07'30" E	462.24'
C3	191.50'	48°11'51"	161.09'	S 55°43'49" W	156.38'
C4	100.00'	40°33'23"	70.78'	N 33°30'17" W	69.32'
C5	25.00'	78°31'23"	34.26'	S 57°28'22" E	31.64'
C6	25.00'	78°40'18"	34.33'	S 46°48'25" W	31.69'
C8	25.00'	90°07'32"	39.33'	S 46°56'41" W	35.39'

OWNER
DANIEL RUDD
420 MELBA CIRCLE, FRANKLIN, TN 37064
MAP 114, PARCEL 4.07
R.B. 2614, PG. 2029

OWNER
OGNIO FAMILY REAL ESTATE PARTNERSHIP LP &
MELISSA O. BARNETT
141 WOODVALE DRIVE, HENDERSONVILLE, TN 37075
MAP 114, PARCEL 4.00
R.B. 2614, PG. 2036

SITE DATA
TOTAL AREA = 19.71 ACRES
NO. OF LOTS = 5
ZONING = CF & OG

LEGEND
○ IRON PIN (FOUND)
● IRON PIN SET (NEW)

*REVISIONS PER PLANNING COMMISSION COMMENTS 6/26/2025
*REVISIONS PER PLANNING COMMISSION COMMENTS 7/7/2025
*REVISIONS PER PLANNING COMMISSION COMMENTS 7/18/2025
*REVISIONS PER CUD COMMENTS 8/6/2025
*REVISIONS PER PLANNING COMMISSION COMMENTS 8/12/2025
*REVISIONS PER PLANNING COMMISSION COMMENTS 8/19/2025
*REVISIONS PER PLANNING COMMISSION COMMENTS 5/19/2026

FINAL PLAT

THE OGNIOS WEST SUBDIVISION LOTS 1-5

CITY OF MURFREESBORO, TENNESSEE
12TH CIVIL DISTRICT OF RUTHERFORD COUNTY

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

PROJ. #	DATE: 6/26/2025 REV.: 5/23/2026	FILE: OW-FP.DWG	DRAWN BY: MHM	SCALE: 1" = 60'	SHEET 1 OF 1
2500L16					

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Mandatory Referral for the Abandonment of a Portion of Samsonite Boulevard Right-of-Way

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow the abandonment of a portion of Samsonite Boulevard right-of-way just east of its intersection with Old Salem Road.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission conducted a public hearing on this matter at its September 2, 2026 regular meeting and then voted to recommend its approval.

Background Information

In this mandatory referral [2026-716], Council is being asked to consider abandoning a portion of Samsonite Boulevard right-of-way (ROW) along its north side and located just east of its intersection with Old Salem Road. At its September 3, 2026 meeting, Council voted to approve a purchase-sale agreement to transfer the two adjacent City-owned parcels to the north of the subject ROW (located at 1040 and 1130 Samsonite Boulevard) to the Journey Home for a proposed parking lot expansion. This ROW, which has been identified as surplus, would also be transferred to The Journey Home. Staff reached out to various utilities and City Departments for feedback and none objected to the abandonment, although several indicated that they would need to retain easements for the existing utilities located in the abandonment area.

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

1) If approved by City Council, the information necessary (including, but not limited to, any exhibits and legal descriptions) must be provided for the Legal Department to prepare the legal instrument(s) to formally abandon the right-of-way. The legal instrument(s) will be subject to final review and approval of the Legal Department.

2) Utility and drainage easement(s) shall be retained over the abandoned ROW, as needed, for MWRD, Atmos, and the Public Infrastructure Division.

3) A subdivision plat must be approved and recorded in order to incorporate the

abandoned ROW into the adjacent property to the north.

Council Priorities Served

Establish Strong City Brand

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, abandoning existing surplus right-of-way, so that the adjacent property owner can use it as he/she sees fit.

Expand Infrastructure

The abandonment of this right-of-way and its subsequent transfer to the Journey Home will allow this local non-profit to continue to expand its facilities in order to provide a needed service in the community to people experiencing homelessness.

Attachments:

1. Staff comments from 09/02/2026 Planning Commission meeting
2. Memo summarizing feedback from departments and utilities
3. Maps of the subject ROW
4. Exhibits and letters from applicant

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS
SEPTEMBER 2, 2026
PROJECT PLANNER: MARC SHACKELFORD-ROWELL

5.c. Mandatory Referral [2026-716] to consider the abandonment of a portion of Samsonite Boulevard right-of-way, City of Murfreesboro Administration Department applicant.

In this mandatory referral, the Planning Commission is being asked to consider the abandonment of a portion of Samsonite Boulevard public right-of-way (ROW). The proposed ROW abandonment is located at the intersection of Samsonite Boulevard and Old Salem Road. City Council has approved the transfer of the adjacent parcels (1040 and 1130 Samsonite Boulevard) to the Journey Home mission and group shelter to the north. Staff identified the subject ROW as potentially being surplus that could be included with the property transfer to the Journey Home. The Journey Home seeks to construct a parking lot expansion on the property it will receive from the City.

An exhibit showing the location of the proposed easement abandonment area is included in the agenda materials. The Planning Department has reached out to utilities and other City departments for comments regarding the impact of abandoning the right-of-way. Staff has included a summary of those comments with this report as an attachment. There are no objections to the proposed abandonment. However, Atmos Energy and MWRD have requested that easements be retained because they have facilities located in the ROW. Additionally, Public Infrastructure has communicated the need for a drainage easement to preserve access for operation, maintenance, repair, replacement, and reconstruction of the drainage infrastructure.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation to City Council. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

1) If approved by City Council, the information necessary (including, but not limited to, any exhibits and legal descriptions) must be provided for the Legal Department to prepare the legal instrument(s) to formally abandon the easement(s). The legal instrument(s) will be subject to final review and approval of the Legal Department.
2) Utility and drainage easement(s) shall be retained over the abandoned ROW, as needed, for MWRD, Atmos, and the Public Infrastructure Division.
3) A subdivision plat must be approved and recorded in order to incorporate the abandoned ROW into the adjacent property to the north.

Memorandum

To: Ben Newman, Planning Director
Matthew Blomeley, Assistant Planning Director

From: Marc Shackelford-Rowell, Planner

Date: August 24, 2026

Re: Mandatory Referral [2026-716] for the abandonment of a portion of Samsonite Boulevard right-of-way

The following is a summary of the City department staff and utility provider comments regarding the requested right-of-way (ROW) abandonment.

Engineering & Streets Department

There is an existing City drainage system located within the City-owned property and the existing right-of-way proposed for abandonment. A drainage easement will need to be retained over the existing drainage facilities in the ROW after abandonment in order to preserve access for operation, maintenance, repair, replacement, and reconstruction of the drainage infrastructure. The request to abandon ROW should be subject to the submission and recording of a quitclaim deed abandoning the City's right-of-way interest in the property. The city engineer has requested that a typical street cross section document be provided.

Transportation

The Murfreesboro Transportation Department has no objection to the ROW abandonment.

Fire and Rescue Department

Fire and Rescue does not object to the abandonment.

Police Department

The Murfreesboro Police Department has no objection to the ROW abandonment.

Solid Waste Department

The Solid Waste Department does not object to the abandonment.

Murfreesboro Water Resources Department (MWRD)

MWRD has an existing 16" water main and three sewer mains, including two 21" and one 8" sewer main, in this ROW that will require easements to be retained once the ROW is abandoned.

Consolidated Utility District (CUD)

CUD does not object to the abandonment, as the subject ROW is not in CUD's service area.

Middle Tennessee Electric Members Cooperative (MTE)

MTE has no objection to the ROW abandonment.

AT&T

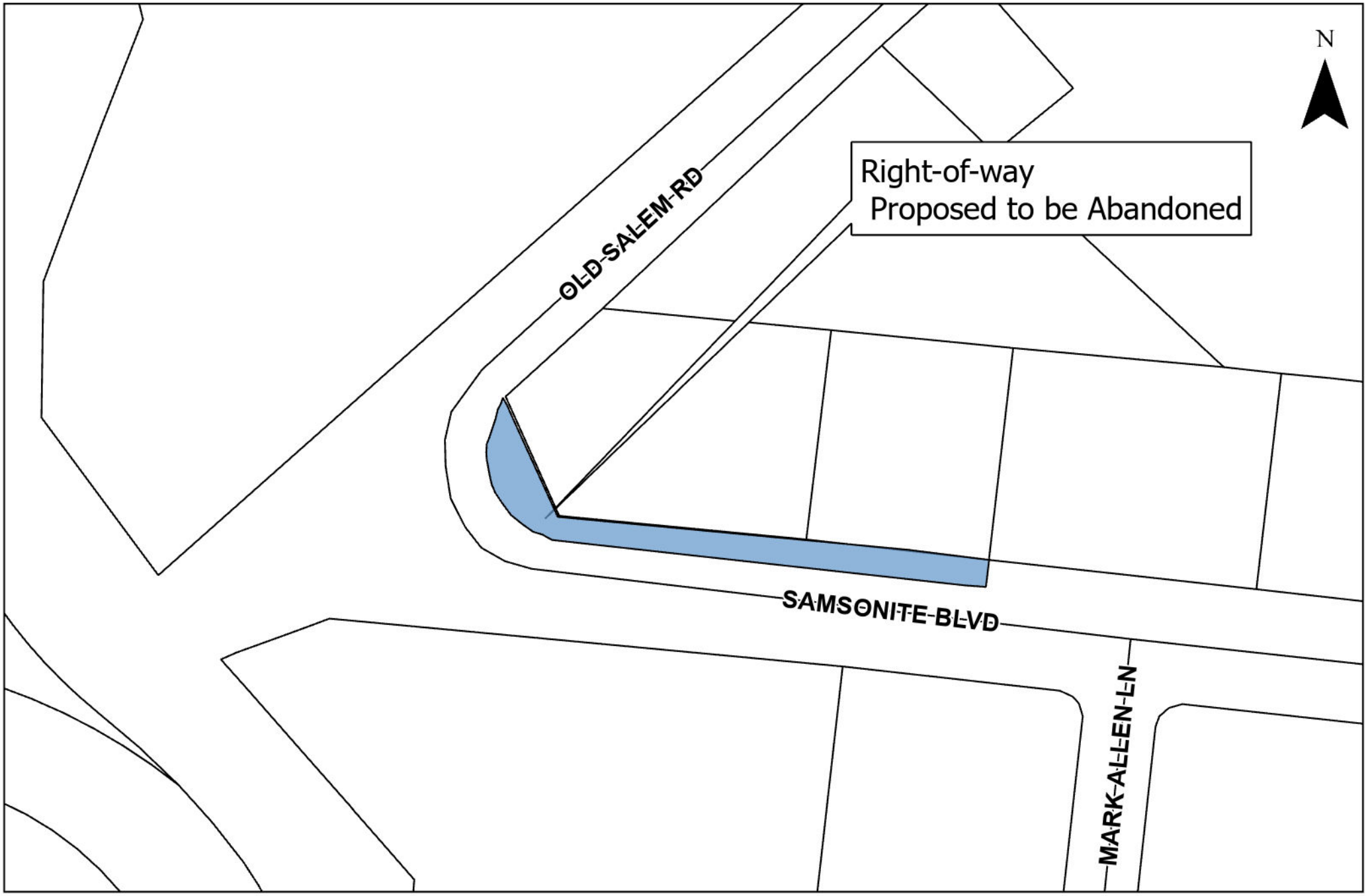
AT&T has no objection to the ROW abandonment.

Atmos Energy

Atmos Energy has existing facilities in this ROW and will require an easement for them once the ROW is abandoned.

Comcast

Comcast has no objection to the ROW abandonment.



Segment of Samsonite Boulevard Right-of-Way Proposed to be Abandoned

0 70 140 280 420 560 US Feet

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

City of MURFREESBORO TENNESSEE

Segment of Samsonite Boulevard Right-of-Way Proposed to be Abandoned

0 70 140 280 420 560 US Feet

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

City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: N/A | Address (if applicable): N/A

Street Name (if abandonment of ROW): Samsonite Boulevard

Type of Mandatory Referral: ROW Abandonment

Applicant Information:

Name of Applicant: City of Murfreesboro Admin. Dept.

~~Company Name (if applicable)~~: Greg McKnight (Exec. Dir. of Dev't Services)

Street Address or PO Box: 111 W. Vine St.

City: Murfreesboro

State: TN | Zip Code: 37130

Email Address [redacted]

Phone Number: 615-893-6441

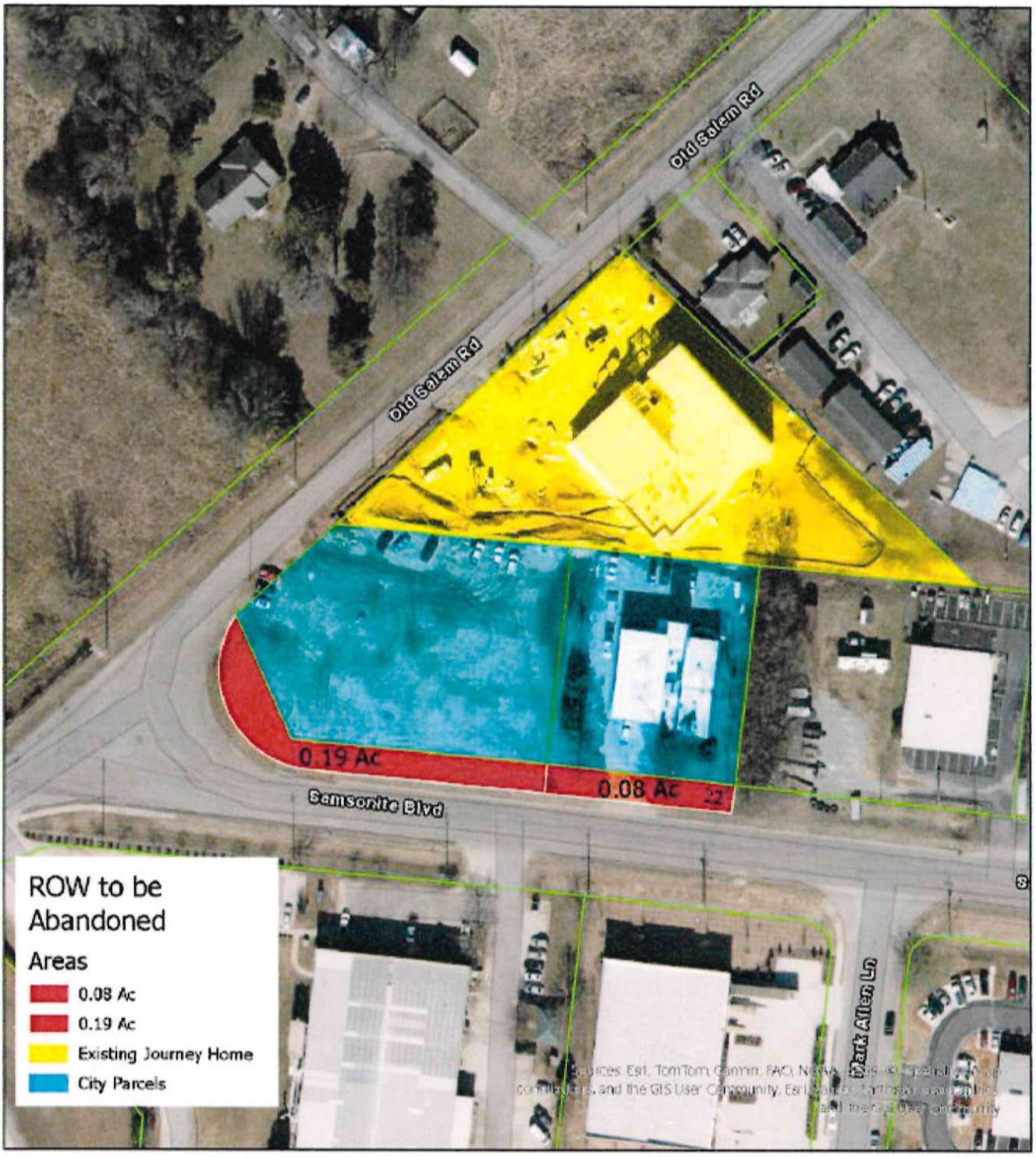
Required Attachments:

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

Applicant Signature

7/31/26

Date



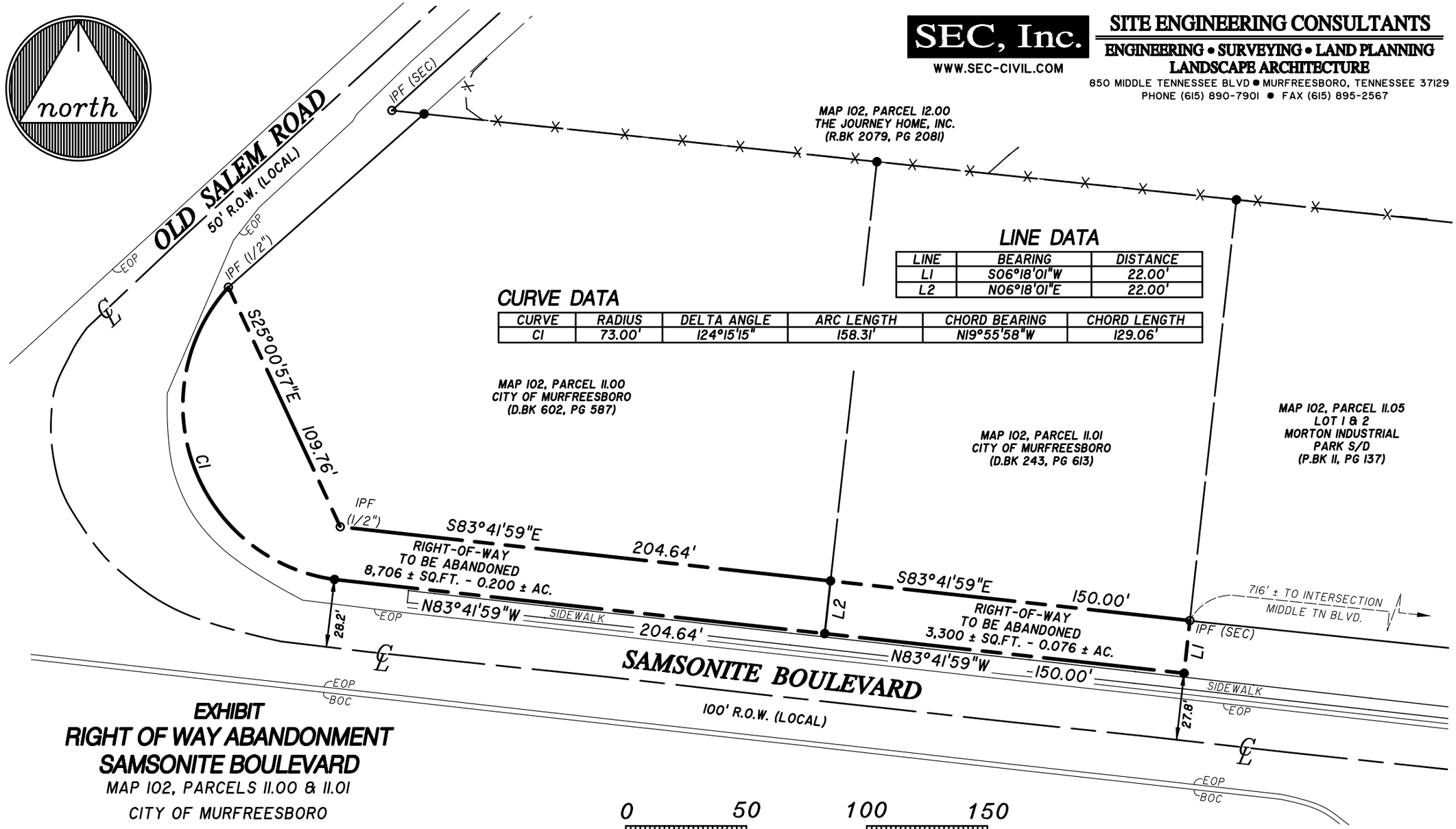
N

Right-of-Way to be Abandoned to Journey Home

0 50 100 US Feet

City of MURFREESBORO TENNESSEE

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



LINE DATA

LINE	BEARING	DISTANCE
L1	S06°18'01"W	22.00'
L2	N06°18'01"E	22.00'

CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	73.00'	124°15'15"	158.31'	N19°55'58"W	129.06'

EXHIBIT
RIGHT OF WAY ABANDONMENT
SAMSONITE BOULEVARD

MAP 102, PARCELS 11.00 & 11.01

CITY OF MURFREESBORO

13th CIVIL DISTRICT RUTHERFORD COUNTY, TENNESSEE

D.BK. 602, PG. 587, R.O.R.C., TN

D.BK. 243, PG. 613, R.O.R.C., TN

SHEET 1 OF 1

SCALE: 1" = 50'

DRAWN BY: JDG

FILE: JH_ROW-Aband(Exhibit)

DATE: 8-17-26
REV:

S.E.C. PROJ # 20056.91

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and MOU with Rutherford County Sheriff's Office (RCSO)

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a Memorandum of Understanding between the City and the Rutherford County Sheriff's Office for submission of the 2026 JAG Program.

Staff Recommendation

Approve the application for the 2026 JAG Program and the MOU with the RCSO for sharing of grant funds.

Background Information

The Department has been informed by the Justice Department that RCSO and the City are eligible to receive a joint award of $75,790 from the 2026 JAG Program. The City and RCSO will share the grant proceeds equally.

The City's grant allocation of $37,895 will be used to purchase tasers and related supplies. RCSO has agreed that the City would serve as the Fiscal Agent. The Mayor, City Manager, or the official Program Contact designated by the Mayor or City Manager may apply for this funding. The deadline for submission of the application is October 16, 2026 and must be completed online.

Jenny Licsko, Finance Manager, MPD has been designated as a Financial Point of Contact (Program Contact) for the Edward Byrne Memorial Justice Assistance Grant monies and is an appropriate person to serve as the Local Grant Administrator and to represent the County and City.

Council Priorities Served

Safe and Livable Neighborhoods

Equipment purchased by the JAG will enhance public safety. Specifically, tasers are a critical law enforcement tool that allows the officers to have a less-lethal use of force option when encountering situations in the field.

Fiscal Impacts

Total federal award is $75,790 with $37,895 allocated to the City. No matching funds are required.

Attachments:

1. Tennessee Local JAG Allocations
2. MOU between the City and RCSO

2026 Tennesee Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2026 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding.

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the JAG the Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions. For additional details regarding the JAG formula and award calculation process, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	BRADLEY County	County	$10,993	
TN	CLEVELAND City	Municipal	$19,352	$30,345
TN	DYER County	County	*	
TN	DYERSBURG City	Municipal	$13,989	$13,989
TN	HAMBLEN County	County	*	
TN	MORRISTOWN City	Municipal	$16,719	$16,719
TN	HAMILTON County	County	$21,212	
TN	CHATTANOOGA City	Municipal	$136,335	$157,547
TN	KNOX County	County	$42,715	
TN	KNOXVILLE City	Municipal	$115,871	$158,586
TN	LAUDERDALE County	County	*	
TN	RIPLEY City	Municipal	$10,340	$10,340
TN	MADISON County	County	*	
TN	JACKSON City	Municipal	$50,929	$50,929
TN	MAURY County	County	*	
TN	COLUMBIA City	Municipal	$21,068	$21,068
TN	MONTGOMERY County	County	*	
TN	CLARKSVILLE City	Municipal	$61,246	$61,246
TN	RUTHERFORD County	County	$19,521	
TN	MURFREESBORO City	Municipal	$56,269	$75,790
TN	SHELBY County	County	$47,160	
TN	MEMPHIS City	Municipal	$1,149,749	$1,196,909
TN	WASHINGTON County	County	$10,437	
TN	JOHNSON CITY City	Municipal	$21,212	$31,649
TN	WILSON County	County	*	
TN	LEBANON City	Municipal	$13,771	$13,771
TN	BLOUNT County	County	$21,792	

TN	FRANKLIN City	Municipal	$10,340	
TN	GREENE County	County	$12,056	
TN	KINGSPORT City	Municipal	$25,779	
TN	LA VERGNE City	Municipal	$12,442	
TN	NASHVILLE-DAVIDSON COUNTY Metropolitan Government	Municipal	$596,196	
TN	SEVIER County	County	$10,703	
TN	SMYRNA Town	Municipal	$11,863	
TN	SULLIVAN County	County	$22,807	
TN	WILLIAMSON County	County	$10,606	
	Local total		**$2,573,472**	

JUST GRANTS APPLICATION NUMBER _____

THE STATE OF TENNESSEE

KNOW ALL BY THESE PRESENT

COUNTY OF RUTHERFORD

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MURFREESBORO, TENNESSEE
AND COUNTY OF RUTHERFORD, TENNESSEE

2026 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2026, by and between the COUNTY of RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnesseth:

WHEREAS, to receive the award the program requires that this application be filed jointly between COUNTY and CITY, and an Interlocal Agreement be executed between the two entities agreeing upon the amount of funds each is to receive, and which agency will file the application on behalf of both entities; and

WHEREAS, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving $37,895.00 and Rutherford County receiving $37,895.00; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to draw from grant and pay COUNTY a total of $37,895.00 of JAG funds, as reimbursement for purchases within grant guidelines.

COUNTY agrees CITY shall retain a total of $37,895 of JAG funds to be spent within grant guidelines.

Section 2.

COUNTY agrees to use $37,895.00 for the 2026 Byrne Justice Assistance Grant Program from October 1, 2025, until September 30, 2030.

CITY agrees to use $37,895.00 for the 2026 Byrne Justice Assistance Grant Program from October 1, 2025, until September 30, 2030.

Section 3.

CITY and COUNTY acknowledge that each has reviewed the Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug Free Workplace Requirements attached as Exhibit A hereto and shall separately comply with those requirements. Although COUNTY will be a grant sub-recipient of CITY, CITY shall have no right to monitor or enforce COUNTY's compliance with the Assurances or Certifications. Each party shall be responsible for its own compliance with the Assurances and Certifications and for any liability arising from its failure to comply therewith.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MURFREESBORO, TENNESSEE

_____
City Mayor

_____
Chief of Police

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Recorder

COUNTY OF RUTHERFORD, TENNESSEE

_____
County Mayor

_____
Sheriff

APPROVED AS TO FORM:

_____
County Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Amendment 1 to the Contract with Unmanned Vehicle Technologies

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the amendment with Unmanned Vehicle Technologies (UVT) for additional DroneSense software licenses.

Staff Recommendation

Approve the amendment for the purchase of additional DroneSense software licenses for the remaining contract period.

Background Information

The City entered into a five-year contract with UVT in October 2025 for the purchase of DroneSense software licenses. Additional licenses are now required due to the expansion of the drone program. This software has proven beneficial for the management of the department's drone fleet. The additional licenses will add $4,370 annually for a total contract cost of $64,230.

Council Priorities Served

Maintain Public Safety

This software is essential for officer safety, situation awareness and ensures strict regulatory compliance.

Fiscal Impact

The annual cost of $13,490 is provided for in the department's FY27 operating budget. The remaining three years will be budgeted for accordingly. Additionally, there is a prorated amount of $1,150 that will be included in the FY27 expense.

Attachments

Amendment #1 to the Contract with Unmanned Vehicle Technologies, LLC

Docusign Envelope ID: C7A60A3B-D6EA-869D-8203-E173524B6B6F

AMENDMENT #1
TO THE
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
UNMANNED VEHICLE TECHNOLOGIES, LLC
FOR SOFTWARE LICENSES SERVICES

The Contract by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **UNMANNED VEHICLE TECHNOLOGIES, LLC**., a limited liability company of the State of Arkansas ("Contractor") entered on October 20, 2025, for the purchase of DroneSense Software Licenses and Services is hereby amended as follows:

WHEREAS, pursuant to clause 10 of the Contract between the City and Contractor, the Agreement may be modified by written amendment; and

WHEREAS, the parties have mutually agreed to add additional drones and cameras under the software license agreement, and all other general terms of the contract shall remain unchanged;

NOW THEREFORE, said Contract is hereby amended as set forth below:

1. Clause 1 of the Contract is amended by including the onetime purchase of additional prorated licenses as listed on Contractor's Quote SO230790 at a cost of $1,150.00, and by including the recurring licenses listed on Contractor's Quote O0230791, bringing total annual cost to $13,490.00 per year, for a total contract price of $64,230.00.

2. All other provisions of the Contract shall remain the same.

3. This amendment is hereby effective _____.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

UNMANNED VEHICLE TECHNOLOGIES, LLC

Signed by:
By: Jarret Rhyner
CFCAE34F257341F...
Jarret Rhyner, Sales Manager

APPROVED AS TO FORM:

Signed by:
Jeffrey L. Peach
1E20C42974A242D...
Jeffrey L. Peach, City Attorney

Docusign Envelope ID: C7A60A3B-D6EA-869D-8203-E173524B6B6F

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

Invoicing Address:
City of Murfreesboro, TN Police Department, Jenny Lickso
111 West Vine Street
Murfreesboro TN 37130
United States
+1 629-201-5575

Shipping Address:
City of Murfreesboro, TN Police Department, Bryan Anderson
111 West Vine Street
Murfreesboro TN 37130
United States
+1 615-425-8558

City of Murfreesboro, TN Police Department, Bryan Anderson
111 West Vine Street
Murfreesboro TN 37130
United States

Quotation # SO230790

Your Reference:	Quotation Date:	Expiration:	Salesperson:
26002488	07/22/2026	10/20/2026	Jarret Rhyner

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[SRV-DS-2001] DroneSense Flock Safety Annual Integration Fee ***All aircraft in fleet powered by DroneSense must be licensed for the integration*** This quote is subject to and incorporates by reference the Platform Terms & Conditions located at http://dronesense.com/terms-and-conditions (the “Agreement”). All capitalized terms used in this quote have the meanings stated in the Agreement, unless stated otherwise. By signing this quote, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this quote and agrees to be bound by the terms of the Agreement, (b) it has full power and authority to accept the Agreement and this quote, and (c) this quote constitutes a valid and binding obligation on the part of both parties and no additional purchase order or other purchasing document is required. Add-ons are subject to the agreed upon Terms and Conditions in existing contracts.	1.000 Units	2,000.00	75.00	0%	$ 500.00

Thank you for choosing UVT!

Docusign Envelope ID: C7A60A3B-D6EA-869D-8203-E173524B6B6F

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

[SRV-DS-1016] DroneSense CloudStream Annual License Stream live video and telemetry seamlessly to the DroneSense platform. Join missions dynamically, share streams via mobile device, and collaborate with internal teams or partner agencies. Includes full access to program and pilot management tools. Covers Skydio S2, X2,X10 or Skydio Dock . Standard Terms and Conditions: Unless otherwise agreed in writing, the following Terms and Conditions apply: 1. Warranty for the first 12 months is included in the purchase price (Standard Warranty). An extended warranty period in addition to the Standard Warranty may be purchased separately. 2. Quote is non-binding until a DroneShield sales representative provides written confirmation that it is valid, from which point the quote has a 60-day validity. 3. Incoterms: CPT. Risk of loss shall pass to the Customer upon shipment from DroneShield's shipping point. Title of goods shall only transfer to the Customer upon full payment by them. The Customer is responsible for their compliance with all relevant export/import related legislation. 4. The price does not include any import duties or taxes on arrival, or local customs clearance. All charges are the responsibility of the Customer. 5. If the Customer fails to make payment in line with the stated payment terms, interest will be charged for each day thereafter that the invoice remains unpaid at 2.5% per annum plus the United States Fed Funds Rate, accruing daily. 6. Payment will be made by Electronic Bank Transfer (all transaction fees to be paid by the Customer) 7. All information contained in this order is confidential information. 8. This order incorporates the DroneShield End User License Agreement (EULA) available at https://www.droneshield.com/ds-e-u-l-a/. 9. Acceptance of this order will be made upon written acceptance (which, unless otherwise specified, includes paper, email, or other electronic communication) by the Customer and DroneShield.	1.000 Units	1,700.00	75.00	0%	$ 425.00

Docusign Envelope ID: C7A60A3B-D6EA-869D-8203-E173524B6B6F

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

[SRV-DS-1006] DroneSense Class T Annual License Includes software license for DroneSense Mobile and DroneSense Web for all organization users and: Initial setup and online training, technical support as outlined in Terms and Conditions, and Fair use storage on DroneSense cloud. This quote is subject to and incorporates by reference the Platform Terms & Conditions located at http://dronesense.com/terms-and-conditions (the "Agreement"). All capitalized terms used in this quote have the meanings stated in the Agreement, unless stated otherwise. By signing this quote, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this quote and agrees to be bound by the terms of the Agreement, (b) it has full power and authority to accept the Agreement and this quote, and (c) this quote constitutes a valid and binding obligation on the part of both parties and no additional purchase order or other purchasing document is required. Add-ons are subject to the agreed upon Terms and Conditions in existing contracts.	1.000 Units	900.00	75.00	0%	$ 225.00
[SRV-111] Sourcewell Contract - 011223-UNM	1.000 Units	0.00	0.00		$ 0.00

Untaxed Amount	$ 1,150.00
Taxes	$ 0.00
Total	$ 1,150.00

The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions, available online at www.uvt.us/terms.

The contents of this document are confidential and proprietary and are intended only for the recipient specified herein. It is strictly forbidden to share the contents of this document with any third party, without receiving the prior written consent of UVT.

Thank you for choosing UVT!

Docusign Envelope ID: C7A60A3B-D6EA-869D-8203-E173524B6B6F

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

Invoicing Address:
City of Murfreesboro, TN Police Department, Jenny Lickso
111 West Vine Street
Murfreesboro TN 37130
United States
+1 629-201-5575

Shipping Address:
City of Murfreesboro, TN Police Department, Bryan Anderson
111 West Vine Street
Murfreesboro TN 37130
United States
+1 615-425-8558

City of Murfreesboro, TN Police Department, Bryan Anderson
111 West Vine Street
Murfreesboro TN 37130
United States

Quotation # SO230791

Your Reference:	Recurring Plan:	Quotation Date:	Expiration:	Salesperson:
26002488	Yearly	07/22/2026	10/20/2026	Jarret Rhyner

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[SRV-DS-1002] DroneSense Class 2 Annual License Class 2 UAS License for 1-Year (DJI Matrice Series) Includes software license for DroneSense Mobile and DroneSense Web for all organization users, initial setup and online training, technical support as outlined in DroneSense's Terms and Conditions, and Fair Use Storage on DroneSense cloud. This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions.	3.000 Units	2,900.00	5.00		$ 8,265.00
[SRV-DS-1011] DroneSense Screen Share Only Annual License This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions.	1.000 Units	900.00	5.00		$ 855.00
[SRV-DS-1003] DroneSense Mobile Streaming and Tracking This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions.	1.000 Units	2,400.00	100.00		$ 0.00

Thank you for choosing UVT!

Docusign Envelope ID: C7A60A3B-D6EA-869D-8203-E173524B6B6F

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

[SRV-DS-2001] DroneSense Flock Safety Annual Integration Fee ***All aircraft in fleet powered by DroneSense must be licensed for the integration***	1.000 Units	2,000.00	5.00		$ 1,900.00

This quote is subject to and incorporates by reference the Platform Terms & Conditions located at http://dronesense.com/terms-and-conditions (the "Agreement"). All capitalized terms used in this quote have the meanings stated in the Agreement, unless stated otherwise. By signing this quote, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this quote and agrees to be bound by the terms of the Agreement, (b) it has full power and authority to accept the Agreement and this quote, and (c) this quote constitutes a valid and binding obligation on the part of both parties and no additional purchase order or other purchasing document is required.

Add-ons are subject to the agreed upon Terms and Conditions in existing contracts.

Docusign Envelope ID: C7A60A3B-D6EA-869D-8203-E173524B6B6F

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1722 N College Avenue, Suite D
Fayetteville, AR 72703

[SRV-DS-1016] DroneSense CloudStream Annual License Stream live video and telemetry seamlessly to the DroneSense platform. Join missions dynamically, share streams via mobile device, and collaborate with internal teams or partner agencies. Includes full access to program and pilot management tools. Covers Skydio S2, X2,X10 or Skydio Dock . Standard Terms and Conditions: Unless otherwise agreed in writing, the following Terms and Conditions apply: 1. Warranty for the first 12 months is included in the purchase price (Standard Warranty). An extended warranty period in addition to the Standard Warranty may be purchased separately. 2. Quote is non-binding until a DroneShield sales representative provides written confirmation that it is valid, from which point the quote has a 60-day validity. 3. Incoterms: CPT. Risk of loss shall pass to the Customer upon shipment from DroneShield's shipping point. Title of goods shall only transfer to the Customer upon full payment by them. The Customer is responsible for their compliance with all relevant export/import related legislation. 4. The price does not include any import duties or taxes on arrival, or local customs clearance. All charges are the responsibility of the Customer. 5. If the Customer fails to make payment in line with the stated payment terms, interest will be charged for each day thereafter that the invoice remains unpaid at 2.5% per annum plus the United States Fed Funds Rate, accruing daily. 6. Payment will be made by Electronic Bank Transfer (all transaction fees to be paid by the Customer) 7. All information contained in this order is confidential information. 8. This order incorporates the DroneShield End User License Agreement (EULA) available at https://www.droneshield.com/ds-e-u-l-a/. 9. Acceptance of this order will be made upon written acceptance (which, unless otherwise specified, includes paper, email, or other electronic communication) by the Customer and DroneShield.	1.000 Units	1,700.00	5.00		$ 1,615.00

Docusign Envelope ID: C7A60A3B-D6EA-869D-8203-E173524B6B6F

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

[SRV-DS-1006] DroneSense Class T Annual License Includes software license for DroneSense Mobile and DroneSense Web for all organization users and: Initial setup and online training, technical support as outlined in Terms and Conditions, and Fair use storage on DroneSense cloud. This quote is subject to and incorporates by reference the Platform Terms & Conditions located at http://dronesense.com/terms-and-conditions (the "Agreement"). All capitalized terms used in this quote have the meanings stated in the Agreement, unless stated otherwise. By signing this quote, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this quote and agrees to be bound by the terms of the Agreement, (b) it has full power and authority to accept the Agreement and this quote, and (c) this quote constitutes a valid and binding obligation on the part of both parties and no additional purchase order or other purchasing document is required. Add-ons are subject to the agreed upon Terms and Conditions in existing contracts.	1.000 Units	900.00	5.00		$ 855.00
[SRV-111] Sourcewell Contract - 011223-UNM	1.000 Units	0.00	0.00		$ 0.00

Total	$ 13,490.00

The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions, available online at www.uvt.us/terms.

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COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Brenntag Mid-South Chemical Contract First Amendment

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the First Amendment to the contract with Brenntag Mid-South, LLC for chemicals used at the water treatment plant.

Staff Recommendation

Approve the First Amendment with Brenntag Mid-South, LLC.

Background Information

The contract between the City and Brenntag Mid-South, LLC was approved by Council in May. Due to an administrative change in the dates to fiscal year, this amendment was created.

Sodium chloride is used to create brine that is used in the production of sodium hypochlorite used for disinfection of drinking water.

Council Priorities Served

Responsible Budgeting

Chemical commodity contracts mitigate pricing fluctuations and allow for reasonable budgeting of costs.

Fiscal Impact

The cost of sodium chloride remains at $0.2390/lb with an estimated annual cost of $115,000. Funding will come from the FY27 Operating Budget.

Attachments

Brenntag Mid-South Chemical Contract First Amendment

Docusign Envelope ID: F29376DB-69A4-8CEA-837D-4CDE9B95D08F

FIRST AMENDMENT
TO THE AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
BRENNTAG MID-SOUTH, LLC

This First Amendment ("First Amendment") to the Contract, entered into May 8, 2026 ("Contract"), is effective as of_____, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Brenntag Mid-South, LLC, Inc., a corporation of the State of Kentucky ("Contractor").

RECITALS

WHEREAS, on May 8, 2026, the City entered into the Contract with Contractor for the purchase of chemicals for the City's Water Resources Department, specifically Sodium Chloride at a price of $0.2390/lb; and,

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to modify the Term of the Contract to align with the City's fiscal year;

NOW THEREFORE, the City and Contractor mutually agree to modify Section 2. Term, of the Contract dated May 8, 2026, as follows:

> The Term of this Agreement commences on July 1, 2026 and ends on June 30, 2027, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. This Agreement is renewable for up to three (3) additional one-year terms, upon mutual written agreement between City and Contractor. Contractor's services may be terminated in whole or in part:

Except as provided herein, no other changes to the Agreement are contemplated by this First Amendment, and all other terms and conditions of the Agreement, including the language of 2.a-2.e. remain in full force and effect.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

BRENNTAG MID-SOUTH, LLC

Signed by:
By: Sara Terry
C770F94B1DBB4D2...
Sara Terry, Municipal Bid Manager

Approved as to form:
Signed by:
Jeffrey L. Peach
1E20C42974A242D...
Jeffrey L. Peach, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Carmeuse Chemical Contract First Amendment

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the First Amendment to the contract with Carmeuse Lime & Stone, Inc. for calcium oxide – quicklime at the water treatment plant.

Staff Recommendation

Approve the First Amendment with Carmeuse Lime & Stone, Inc.

Background Information

The contract between the City and Carmeuse Lime & Stone, Inc. was approved by Council in May. Due to an administrative change in the dates to fiscal year, this amendment was created.

Calcium oxide, quicklime, is used to soften the water by reacting with calcium bicarbonate, magnesium carbonate, and other hardness compounds to form insoluble precipitates that can be filtered out.

Council Priorities Served

Responsible budgeting

Chemical commodity contracts mitigate pricing fluctuations and allow for reasonable budgeting of costs.

Fiscal Impacts

The cost of calcium oxide for FY27 is estimated at $570,000. Funding will come from the FY27 Operating Budget.

Attachments

Carmeuse Chemical Contract First Amendment

Docusign Envelope ID: 7AC30FBD-F266-85D7-8357-2BC5F7577643

FIRST AMENDMENT
TO THE AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
O-N MINERALS (LUTTRELL) COMPANY D/B/A CARMEUSE LIME & STONE, INC.

This First Amendment ("First Amendment") to the Contract, entered into May 8, 2026 ("Contract"), is effective as of_____, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and O-N Minerals (Luttrell) Company d/b/a Carmeuse Lime & Stone, Inc., a corporation of the State of Delaware ("Contractor").

RECITALS

WHEREAS, on May 8, 2026, the City entered into the Contract with Contractor for the purchase of chemicals for the City's Water Resources Department, specifically Calcium Oxide (Quicklime) at a price of $510.90 per ton ($0.25545/lb); and,

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to modify the Term of the Contract to align with the City's fiscal year;

NOW THEREFORE, the City and Contractor mutually agree to modify Section 2. Term, of the Contract dated May 8, 2026, as follows:

> The Term of this Agreement commences on July 1, 2026 and ends on June 30, 2027, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. This Agreement is renewable for up to three (3) additional one-year terms, upon mutual written agreement between City and Contractor. Contractor's services may be terminated in whole or in part:

Except as provided herein, no other changes to the Agreement are contemplated by this First Amendment, and all other terms and conditions of the Agreement, including the language of 2.a-2.e. remain in full force and effect.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Approved as to form:

Signed by:
Jeffrey L. Peach
1E20C42974A242D...
Jeffrey L. Peach, City Attorney

O-N MINERALS (LUTTRELL) COMPANY
CARMEUSE LIME & STONE, INC.

DocuSigned by:
By: Jonathan Bright
B8C8F92457F5485...
Jonathan Bright, Sr. VP, Administration

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: City Council Meeting Minutes

Department: Finance

Presented by: Erin Tucker, City Recorder / CFO

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve City Council meeting minutes as listed.

Background Information

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

Attachments

August 13, 2026 (Public Comment)
August 13, 2026 (Regular)
September 2, 2026, 2026 (Joint Conceptual Workshop)
September 3, 2026 (Public Comment)
September 3, 2026 (Regular)

City of Murfreesboro
City Council Public Comment
Special Meeting Minutes

Thursday, August 13, 2026, 5:30 pm
Murfreesboro City Hall Council Chambers
111 West Vine Street, Murfreesboro, TN

Public Notice. Published in *Murfreesboro Post*, Tuesday, July 28, 2026, and City website.

Council Member Attendance

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

Absent:
Jami Averwater

City Officials / Leadership Staff Attendance

Darren Gore, City Manager
Erin E. Tucker, City Recorder/ Chief Financial Officer
Jeffrey L. Peach, City Attorney

Audio Only Recording Started

1. Call to Order. Mayor Shane McFarland called the meeting to order at 5:29 p.m.

2. Public Comment. Mayor McFarland stated the purpose of the special meeting was to hear public comments, provided speakers with instructions and invited speakers to come to the podium to speak. The following individuals provided public comments:

a. Jay Hill, 2209 Hard Spun Court, Murfreesboro, TN, RE: opposition to the Flock camera program.

b. Jeffrey Wegner, 553 Agripark Drive, Unit 805, Murfreesboro TN, RE: concerns about use of Flock camera technology.

c. Donald Lambert, 419 Douglas Avenue, Murfreesboro, TN, RE: concerns about the use of Flock camera technology.

d. Owen Farensworth, 2611 Wellington Place, Murfreesboro, TN, RE: concerns regarding use of Flock camera technology.

e. Amber Stoneman, 1911 Saddlebrook Dr F47, Murfreesboro, TN, RE: opposition to Flock camera program.

f. Sydney Ware, 1955 Old Castle Drive, Murfreesboro, TN, RE: opposition to use of Flock cameras and other automated surveillance technologies.

g. Nickhil Patel, 3434 Dutton Court, Murfreesboro, TN, RE: concerns regarding use of Flock camera technology.

h. Eric Goolsby, 215 Oscar Court, Murfreesboro, TN, RE: concerns regarding use and potential expansion of Flock surveillance technology.

i. Randall Meadows, 102 New Dawn Road, Rockvale, TN, a resident with professional experience in software engineering and law enforcement, RE: support use of the Flock license plate reader system.

3. Adjourn. There being no further business, Mayor McFarland adjourned the meeting at 5:56 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN E. TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

Date Approved by City Council: _____

Minutes prepared by Gionna Breckenridge, Finance Executive Assistant (attended meeting), reviewed by Melanie Joy Peterson, City Clerk (reviewed meeting recording) and Erin E. Tucker, City Recorder (attended meeting).

These minutes should be used as a summary of motions passed and issues discussed at the meeting. This document shall not be considered a verbatim copy of every word spoken at the meeting.

City of Murfreesboro
City Council Meeting Minutes

Thursday, August 13, 2026, 6:00 p.m.
Murfreesboro City Hall Council Chambers
111 West Vine Street, Murfreesboro, TN

Public Notice. Published *Murfreesboro Post*, Tuesday, July 28, 2026, and City website.

Council Member Attendance

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

Absent:
Jami Averwater

City Officials / Leadership Staff Attendance

Darren Gore, City Manager
Erin E. Tucker, City Recorder/ Chief Financial Officer
Jeffrey L. Peach, City Attorney

Audio Only Recording Started

Call to Order

Mayor McFarland called the meeting to order at 6:00 p.m. and determined a quorum was present.

Public Comment

Mayor McFarland announced three people had registered for public comment, reviewed speaker instructions and invited speakers to come to the podium when called. The following speakers commented.

- Isaiah Sanders, 2707 South Rutherford Boulevard, Murfreesboro, TN, expressed appreciation for the Mayor and City Council.
- Pamela Jones, 3383 Manson Pike, Apt. 8301, Murfreesboro, TN, expressed concerns regarding privacy, surveillance practices, and the Council's responsiveness to public input.

- Zoee McDow, 805 Bradyville Pike, Apt. 713, Murfreesboro, TN, expressed concerns regarding Flock devices.

Video/Audio Recording Started

Prayer and Pledge of Allegiance.

Mayor McFarland led a prayer and the Pledge of Allegiance.

Ceremonial Items

Chris Griffith Retirement. Mayor McFarland recognized the retirement of Chris Griffith and thanked him and his family for his years of dedicated service to the City of Murfreesboro.

Consent Agenda.

The following Consent Agenda items were offered for consideration.

1. **Wine Sales Certificate of Compliance - Wawa #7000 (Finance)**
2. **Change Order No. 2 Housing Rehabilitation 406 Haynes Drive (Community Development)**
3. **Change Order #2 Housing Rehabilitation 2015 Hamilton Drive (Community Development)**
4. **Change Order #4 Housing Rehabilitation 519 E State Street (Community Development)**
5. **Tennessee Department of Environment and Conservation Signatory Authority (Engineering)**
6. **Second Amendment Bulk Fuel Contract (Fleet Services)**
7. **Mandatory Referral for the Abandonment of a Drainage Easement and a Repurified Water Line Easement along Gateway Boulevard (Planning)**
8. **Mandatory Referral for the Abandonment of a Drainage Easement along Willow Drive and Bradyville Pike (Planning)**
9. **Mandatory Referral for Dedication of Electric Easements along Stonesbattle Parkway (Planning)**
10. **Blue Water Industries Contract Amendment (Water Resources)**
11. **Asphalt Purchases Report (Water Resources)**

Action: Approve Consent Agenda items.

Motion: Kirt Wade

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

Minutes

12. City Council Meeting Minutes (Finance). The following City Council meeting minutes were offered for consideration.

- July 23, 2026 (Regular)

Action: Approve City Council meeting minutes.

Motion: Austin Maxwell

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

New Business

Land Use Matters

13. Amending the Zoning Ordinance – Automotive/Motor Vehicle Repair and Service Uses (Planning). *Presenter: Matthew Blomeley, Assistant Planning Director.*

Mr. Blomeley presented a proposed zoning amendment establishing design and location standards for automotive repair and service uses to address potential negative secondary impacts The Planning Commission held public hearing and recommended approval on June 3, 2026.

13a. Public Hearing: Amending the Zoning Ordinance. Mayor McFarland opened the public hearing, provided instructions and invited public comments. With no speakers present, Mayor McFarland closed the public hearing.

13b. Ordinance 26-O-26 (1st Reading).

Action: Approve, "ORDINANCE 26-O-26 amending Murfreesboro City Code Appendix A, Zoning, Chart 1 and Chart 1 Endnotes, dealing with automotive/ motor vehicle repair and automotive/ motor vehicle service uses, Murfreesboro Planning Staff, applicant [2026-804]" on first reading of two required readings.

Motion: Shawn Wright

Second: Kirt Wade

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

14. Rezoning of property located along Rushwood Drive (Planning) *Presenters: Matthew Blomeley, Assistant Planning Director.*

Mr. Blomeley presented a request to rezone approximately 1.37 acres on the north side of Rushwood Drive to Planned Commercial Development (PCD) to allow development of a separate office project with access from Rushwood Drive. He noted that a traffic analysis found minimal impact on surrounding roadways and that two written email comments were received and entered into the public hearing record. The Planning Commission held a public hearing and recommended approval on June 3, 2026.

Bill Huddleston, Huddleston Steel and Engineering, representing the applicant, presented a PowerPoint presentation reviewing the proposed Bellwood Office Park PCD office development and stated that it was consistent with the Future Land Use Map.

14a. Public Hearing: Rezone approximately 1.37 acres. Mayor McFarland opened the public hearing, provided instructions and invited public comments. No one requested to speak, however, the following individuals submitted e-mails that are included in the revised digital agenda packet for this meeting as part of the public hearing record.

- Billie McElwrath, resident of Rushwood Drive.
- Chad Molitor, President of Jefferson Square Owners Association.

With no speakers present, Mayor McFarland closed the public hearing.

14b. Ordinance 26-OZ-28 (1st Reading).

Action: Approve "ORDINANCE 26-OZ-28 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 1.37 acres located along Rushwood Drive from General Office (OG) District and Single-Family Residential Eight (RS-8) District to Planned Commercial Development (PCD) District (Bellwood Office Park PCD); Wayne Belt, applicant, [2026-407]" on first reading of two required readings.

Motion: Kirt Wade

Second: Austin Maxwell

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

15. Rezoning of property located along Elam Road and Joe B Jackson Parkway (Planning)

Presenters: Matthew Blomeley, Assistant Planning Director. Teresa Stevens, Sign Administrator.

Ms. Stevens presented a PowerPoint presentation regarding the request for a Planned Sign Overlay (PSO) for the proposed Buc-ee's development at 3355 Elam Road. She explained that the PSO would allow signage exceeding certain sign ordinance standards, including a 125-foot interstate-oriented sign and other site-specific signage. The property meets the requirements for a PSO, including the minimum acreage and zoning standards. The Planning Commission held public hearing and recommended approval on June 3, 2026.

Council members discussed the proposed interstate sign, comparable existing signs in Murfreesboro, the applicability of the PSO process to future developments, and potential anti-pan handling signage on the property.

15a. Public Hearing: Rezone Approximately 30.17 acres. Mayor McFarland opened the public hearing, provided instructions and invited public comments. With no speakers present, Mayor McFarland closed the public hearing.

15b. Ordinance 26-OZ-29 (1st Reading).

Action: Approve "ORDINANCE 26-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 30.17 acres located along Elam Road and Joe B Jackson Parkway from General Industrial (G-I) District to General Industrial (G-I) District and Planned Signage Overlay (PSO) District (Buc-ees PSO); Buc-ees LTD, applicant, [2026-412]" on first reading of two required readings.

Motion: Madelyn Scales Harris

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

16. Plan of Services, Annexation and Zoning for property along Franklin Road, Gresham Lane, and Almar Knot Drive (Planning). *Presenter: Matthew Blomeley, Assistant Planning Director.*

Mr. Blomeley presented a request to annex the remaining portion of the Franklin Road Baptist Church campus on Franklin Road, including associated roadway rights-of-way. He explained that annexation would improve the efficiency of municipal service delivery, provide access to additional City services, and support future church and school expansion plans. The Planning Commission held a public hearing and recommended approval on June 3, 2026.

Sam Huddleston, representing Franklin Road Baptist Church, spoke in support of the request, explaining the annexation would place the entire campus under a single jurisdiction, provide access to City services, and support future expansion. He also expressed support for the related Commercial Fringe (CF) zoning request.

16a. Public Hearing: Public Hearing for Plan of Services and Annexation for 35.3 acres. Mayor McFarland opened the public hearing, provided instructions and invited public comments. With no speakers present, Mayor McFarland closed the public hearing.

16b. Resolution 26-R-PSA-30 Plan of Services and Annexation.

Action: Approve "RESOLUTION 26-R-PSA-30 to adopt a Plan of Services for and to annex approximately 35.3 acres located along Franklin Road, Gresham Lane, and Almar Knot Drive (Tax Map 092, Parcel 47.00), including an approximately 2,400-foot segment of Franklin Road right-of-way and a 975-foot segment of Almar Knot Drive right-of-way, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Franklin Road Baptist Church, applicant [2026-503]" on first and only reading.

Motion: Madelyn Scales Harris

Second: Kirt Wade

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

16c. Public Hearing: Zone 27 acres Simultaneous with Annexation. Mr. Blomeley presented the companion zoning request associated with the Franklin Road Baptist Church annexation. He explained that the request would apply Commercial Fringe (CF) District zoning to portions of the property, while a portion north of Alma North Drive would receive interim Single Family Residential Fifteen (RS-15) District zoning. The proposed zoning would support future church and school expansion and is generally consistent with the Murfreesboro 2035 Comprehensive Plan. The Planning Commission conducted a public hearing and recommended approval on June 3, 2026.

Mayor McFarland opened the public hearing, provided instructions and invited public comments. With no speakers present, Mayor McFarland closed the public hearing.

16d. Ordinance 26-OZ-30 (1st Reading).

Action: Approve "ORDINANCE 26-OZ-30 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 1.9 acres located along Franklin Road from Planned Unit Development (PUD) District to Commercial Fringe (CF) District and to zone approximately 25.1 acres as Commercial Fringe (CF) District, simultaneous with annexation, Franklin Road Baptist Church, applicant [2026-411]" on first reading of two required readings.

Motion: Austin Maxwell

Second: Madelyn Scales Harris

Result: The motion **PASSED** 6 – 0 by the following vote.

Aye: Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

Shane McFarland

Nay: None

17. Plan of Services, Annexation, and Zoning for property along Shelbyville Pike (Planning). *Presenter: Matthew Blomeley, Assistant Planning Director.*

Mr. Blomeley presented a request to annex approximately 16.78 acres along Shelbyville Pike to accommodate a proposed Lowe's development. He noted that the property is contiguous to the City limits and that municipal services can be provided upon annexation, with sewer service to be extended by the developer. The Planning Commission held a public hearing and recommended approval on June 3, 2026.

In response to Council member Austin Maxwell's question, Mr. Blomeley confirmed that the applicant, Lowe's, would be responsible for the cost of extending the sewer line.

17a. Public Hearing: Plan of Services and Annexation for 16.78 acres.

Mayor McFarland opened the public hearing, provided instructions and invited public comments.

Todd Simmons, with Freeland & Kauffman, Inc., the engineering firm representing Lowe's, introduced himself and said he was available to answer any questions Council may have.

With no additional speakers present, Mayor McFarland closed the public hearing.

17b. Resolution 26-R-PSA-31 Plan of Services and Annexation.

Action: Approve "RESOLUTION 26-R-PSA-31 to adopt a Plan of Services for and to annex approximately 16.78 acres located along Shelbyville Pike (Tax Map 136, Parcel 26.00) and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Joe Avery Curtis, Jr., applicant [2026-502]" on first and only reading.

Motion: Austin Maxwell

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

17c. Public Hearing: Zone 16.78 acres simultaneous with annexation.

Mr. Blomeley presented a request to zone approximately 16.78 acres on Shelbyville Pike to Planned Commercial District (PCD) for a proposed Lowe's Home Improvement Center. The Planning Commission held a public hearing and recommended approval on June 3, 2026. Mr. Blomeley also noted the applicant had originally requested five months of seasonal outdoor sales/ display from March to July, but since has requested to extend this period to include November and December for seasonal outdoor Christmas tree sales, for a total of seven months, which was not formally approved and recommended by Planning Commission. The pattern book was amended to include this change and presented to Council in the Council agenda packet.

Todd Simmons, representing Lowe's, presented the development plan, highlighting specifics of the proposal.

During discussion, Mayor McFarland emphasized that outdoor sales, storage, and display areas should remain limited to the locations shown on the approved site plan. The applicant confirmed compliance. Discussion continued regarding competitors' outdoor storage allowance and the reason for those decisions.

Mayor McFarland opened the public hearing, provided instructions and invited public comments. The following individual addressed the Council:

Joey Peay, 1501 Cripple Creek Road, CEO of Murfreesboro Medical Clinic, raised concerns about traffic access, specifically the ability for vehicles to turn north from Volunteer Road, as many patients traveling to and from the clinic utilize this route.

Council discussion ensued regarding traffic access and circulation on Church Street and Volunteer Road. Mr. Gore explained that because Highway 231 (Church Street) is a state highway, TDOT specified the traffic access including patterns, design and signalization that would be allowed.

With no additional speakers present, Mayor McFarland closed the public hearing.

17d. Ordinance 26-OZ-31 (First Reading).

Action: Approve "ORDINANCE 26-OZ-31 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 16.78 acres located along Shelbyville Pike to Planned Commercial

Development (PCD) District (Lowes Home Center PCD) simultaneous with annexation, Lowe's Home Centers, LLC, applicant [2026-410]" to include the seven months of seasonal outdoor sales, on first reading of two required readings.

Motion: Bill Shacklett

Second: Kirt Wade

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

Resolution

18. Resolution 26-R-31 Water Resources FY27 Budget 1st Amendment (Finance). *Presenter: Erin Tucker, City Recorder/ Chief Financial Officer.*

Ms. Tucker recommended the Water Resources budget amendment reducing total expenditures by $5.7 million and bringing their budget into compliance with the state's requirements regarding depreciation expense.

Action: Approve "RESOLUTION 26-R-31 amending the Fiscal Year 2027 (hereafter "FY2027") Water Resources Budget (1st Amendment)" on first and only reading.

Motion: Austin Maxwell

Second: Shawn Wright

Result: The motion **PASSED** 5 – 0 by the following vote.

Aye: Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Shawn Wright
Shane McFarland

Absent: Kirt Wade (left the room and did not vote on this item)

Nay: None

Ordinance

19. Ordinance 26-O-34 Adoption of Building Codes (Building & Codes). *Presenter: Kevin Jones, Building and Codes Director.*

Mr. Jones explained that the City is currently operating under the 2018 Building Codes and must update its adopted Codes to maintain its state exemptions for commercial and residential building reviews, inspections, and permitting. Staff proposed adoption of the 2024 International Building Code series and 2023 National Electric Code, which will satisfy state requirements, align the City with neighboring jurisdictions and current industry standards, and provide greater consistency and predictability for the development community. Staff consulted with the Rutherford County Building and Codes Association, Home Builders Association of Middle Tennessee, and City Electric Board of Examiners regarding the proposed updates and local amendments.

Action: Approve "ORDINANCE 26-O-34 amending the Murfreesboro City Code, Chapters 7, 11, 12, 15, 17, and 23, by adopting the 2024 International Building Code, 2024 International Existing Building Code, 2024 International Residential Code, 2024 International Mechanical Code, 2024 International Energy Conservation Code, 2023 National Electrical Code, 2024 International Fire Code, 2024 International Fuel Gas Code, 2024 International Property Maintenance Code, 2024 International Plumbing Code, 2024 International Swimming Pool and Spa Code, and certain proposed amendments to such codes and standards" on first reading of two required readings.

Motion: Austin Maxwell

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

<u>On Motion</u>

20. Purchase of Combination Sewer Street Cleaner (Street). *Presenter: Cason Elder, Streets Assistant Director.*

Action: Approve the purchase of 900 Eco 15 Yard Combination Sewer Cleaner with Jet-Vac Equipment Company, LLC in the amount of $664,993.

Motion: Austin Maxwell

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

21. Purchase of Service Truck (Fleet Services). *Presenter: Tommy Miller, Fleet Services Director.*

Action: Approve the purchase of a Chevrolet 4WD MD Service Body Truck and purchase contract with Donohoo Chevrolet, LLC in the amount of $149,700.

Motion: Austin Maxwell

Second: Madelyn Scales Harris

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

22. Agreement with HMB Professional Engineers LLC (Fleet Services). *Presenter: Tommy Miller, Fleet Services Director.*

Action: Approve the agreement with HMB Professional Engineers, LLC for engineering services related to the Fleet Services Parking area expansion and site improvements at the Florence Road Operations Facility, for engineering and service fees at $60,000 alongside proposed improvements estimated at $503,421, approved in the City's CIP.

Motion: Madelyn Scales Harris

Second: Austin Maxwell

Result: The motion **PASSED** 6 – 0 by the following vote.

Aye: Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade

Shawn Wright
Shane McFarland

Nay: None

23. Water Resources CUD Boundary Amendment No. 12 (Water Resources). *Presenter: Valerie Smith, Water Resources Director.*

Action: Approve Amendment No. 12 to the MWRD/CUD Service Area and Territorial Boundary Agreement regarding the water service boundary south of N. Rutherford Boulevard and east of Husky Truss.

Motion: Austin Maxwell

Second: Madelyn Scales Harris

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

24. Water Resource Recovery Facility Biosolids Dryer SSR Task Order Amendment No. 3 (Water Resources). *Presenter: Valerie Smith, Water Resources Director.*

Action: Approve Amendment No. 3 to Task Order 2241030.0 with Smith Seckman Reid (SSR) for additional engineering evaluation services for the Water Resources Recovery Facility's (WRRF) full-scale thermal dryer project with Amendment No. 3 at $196,240 and a grand total of $2,280,000.

Motion: Madelyn Scales Harris

Second: Austin Maxwell

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

25. Water Resource Recovery Facility Wet Weather Upgrades SSR TO Amendment No. 3 (Water Resources). *Presenter: Valerie Smith, Water Resources Director.*

Action: Approve Amendment No. 3 to Task Order 2141002.0 with Smith Seckman Reid (SSR) regarding engineering associated with the WRRF Wet Weather Upgrades with amendment No. 3 at $110,000 and a grand total of $872,060.

Motion: Madelyn Scales Harris

Second: Kirt Wade

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

26. Funding for TDOT Statewide Partnership Program - Memorial Blvd Widening (Administration). *Presenter: Darren Gore, City Manager.*

Action: Approve funding allocation for the Memorial Boulevard widening projects as part of TDOT's Statewide Partnership Program under the Transportation Modernization Act. $3,914,540 is currently funded by existing MED funds and the remaining $21,085,460 will be funded by future borrow for a total of $25 million.

Motion: Kirt Wade

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

Board and Commission Appointments

27. Historical Zoning Commission. *Presenter: Mayor Shane McFarland.*

The following Historical Zoning Commission appointment was offered for approval.

- Dayton Brown, Term Expiration: 6/30/2028

Action: Approve the appointment of Dayton Brown to replace Jeff Davis on the Historical Zoning Commission.

Motion: Shawn Wright

Second: Austin Maxwell

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

Licensing

28. Beer Permits (Finance). *Presenter: Erin Tucker, City Recorder/ Chief Financial Officer.*

The following Beer Permits were offered for approval, pending final Building and Codes inspection or Special Event permit approval.

Regular Beer Permits:

- Bullseye Sports Bar, 225 River Rock Blvd, Bar Ownership Change
- Broad Street Tobacco & Beverage 1159 NW Broad St, Grocery/ Market Ownership Change
- Buc-ee's 3355 Elam Rd, Gas Station New Location
- Wawa #7000, 5208 Veterans Pkwy, Gas Station New Location

Special Event Beer Permits:

- Ascension, 10/24/2026 for Wine Around the Square

Action*:* Approve the presented Beer Permits, pending Building and Codes final inspection or Special Event Permit approval.

Motion: Kirt Wade

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

Aye: Madelyn Scales Harris
Austin Maxwell
Bill Shacklett

Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

Payment of Statements

29. Payment of Statements (Finance). *Presenter: Erin Tucker, City Recorder/ Chief Financial Officer.*

Action: Approve two payment of statements for Legal Fees in the amount of $97,404.28 and $94,027.27, totaling $191,531.55.

Motion: Austin Maxwell

Second: Shawn Wright

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Nay: None

Other Business

30. Fountains Phase 2 TIF Reimbursement Review (Administration). *Presenter: Darren Gore, City Manager.*

Mr. Gore presented a Tax Increment Financing (TIF) reimbursement proposal for Fountains Phase II. Mr. Gore noted that the item was informational only and would return to Council for future consideration.

Mr. Gore reviewed the difference between types of parking and presented project renderings for surface parking versus structured parking. He explained how the request relates to the cost of structured parking, which would support a larger mixed-use development and increase potential tax revenues compared to a surface parking alternative. He also reviewed financial comparisons and a tentative construction timeline extending through 2028. No action was taken.

31. Sewer Allocation Process for Proposed Rutherford County Justice Center (Administration). *Presenter: Darren Gore, City Manager.*

Mr. Gore requested Council direction regarding sewer allocation requirements for Rutherford County's proposed justice center, which would require a variance due to projected capacity needs. Council emphasized that all applicants, including governmental entities, must follow the City's established sewer allocation process. Mayor McFarland clarified that the City is not denying additional capacity but requires any request for additional allocation to proceed through the standard variance process. Council supported consistent application of the ordinance, and Mr. Gore indicated he would advise the County to follow the established variance procedure if additional sewer capacity is needed. No action was taken.

Council Comments and Recognitions. Council member Scales Harris welcomed Gionna Breckenridge as a new City employee and congratulated newly elected and re-elected officials following the municipal election.

Mayor McFarland emphasized the importance of respectful public discourse and stated that disruptive behavior and personal attacks would not be tolerated during Council meetings.

Council member Maxwell expressed appreciation for citizen participation and feedback regarding the City's Flock camera program and reiterated the importance of respectful dialogue.

Vice Mayor Shacklett encouraged residents to apply for the 2026 Citizens Academy and encouraged the use of respectful dialogue even when the parties don't agree with each other.

Council members and City Manager recognized the retirements of Chris Griffith and Bart Fite, congratulated the Murfreesboro Little League 14U team on its World Series appearance, offered condolences on the passing of Larry Kirk, and congratulated Jim Kerr on his promotion to Executive Director of Public Infrastructure.

Adjourn

There being no further business, Mayor McFarland adjourned the meeting at 8:00 p.m.

[SIGNATURES ON NEXT PAGE]

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN E. TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

Date approved by City Council: _____

Minutes prepared by Gionna Breckenridge, Finance Executive Assistant (attended meeting), reviewed by Melanie Joy Peterson, City Clerk, (meeting recording) and Erin E. Tucker (attended meeting).

These minutes should be used as a summary of motions passed and issues discussed at the meeting. This document shall not be considered a verbatim copy of every word spoken at the meeting.

City of Murfreesboro
City Council / Planning Commission
Joint Conceptual Workshop (JCW)
Meeting Minutes

Wednesday, September 2, 2026, 4:30 p.m.
Murfreesboro City Hall Council Chambers
111 West Vine Street, Murfreesboro, TN
Murfreesboro, Tennessee

The purpose of this special meeting was to provide information and receive feedback from the City Council and Planning Commission regarding the matters presented. All items were for information and discussion only; no action was taken.

Public Notice. Published in *Murfreesboro Post*, Tuesday, August 25, 2026 and City website.

Council Member Attendance

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

Planning Commission Member Attendance

Present:
Ken Halliburton - Chair
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins

City Officials / Leadership Staff Attendance

Darren Gore, City Manager
David A. Ives, Deputy City Attorney
Greg McKnight, Executive Director of Development Services
Jeffrey L. Peach, City Attorney
John Tully, Assistant City Attorney
Matthew Blomeley, Assistant Planning Director
Valerie Smith, Water Resources Director

Audio Only Recording Started

1. Call to Order. Mayor Shane McFarland and Chair Ken Halliburton called the meeting to order at 4:30 p.m.

2. Determination of a Quorum. It was determined that a quorum of City Council and Planning Commission members were present.

Public Comment – None.

3. Workshop Items

3a. Bobby Kirby and Jewell Hale/SEC, Inc.: 5418 Franklin Road Annexation and Zoning [2026-JCW-05]. *Presenters: Matthew Blomeley, Assistant Planning Director, Matt Taylor, Site Engineering Consultants, Inc. (SEC)*

Mr. Blomeley introduced a Joint Conceptual Workshop application to annex and zone approximately 4.19 acres located at 5418 Franklin Road to a Planned Commercial Development (PCD) District.

Mr. Blomeley yielded the floor to Mr. Taylor who gave a presentation outlining the proposed development of Overall Creek Retail Center.

Discussion ensued with general support of the project and comments on future development in the surrounding area.

3b. Scannell Properties: Manchester Pike Annexation and Zoning [2026-JCW-06] *Presenter: Matthew Blomeley, Assistant Planning Director, Tom McCary, Development Director – Scannell Properties.*

Mr. Blomeley introduced a Joint Conceptual Workshop application to annex and zone approximately 87.76 acres located at 3326, 3406, and 3466 Manchester Pike to a Planned Unit Development (PUD) District. A previous plan for the property had been presented to the City Council, and the annexation was denied.

Mr. Blomeley noted that the revised plan includes several modifications from the previous proposal, including elimination of the data center, a reduction in the size of one building, and dedication of right-of-way for a potential future road connection, should the City determine that one is needed. He stated that the applicant submitted the Joint Conceptual Workshop application to obtain feedback from the Planning Commission and City Council and to determine whether the proposed development is moving in the appropriate direction.

Mr. Blomeley yielded the floor to Mr. McCary who gave a presentation about the proposed Manchester Pike Development outlining existing conditions, site plan, architecture, views from Manchester Pike, allowable uses, and landscaping requirements.

Discussion ensued on topics including ownership, commercial development in the wetlands area, buffers, roof lines, landscape buffering, road connection to Manchester Pike, and signalization.

3c. Discussion of Data Center Uses. *Presenter: John Tully, Assistant City Attorney.*

Mr. Tully gave a PowerPoint presentation regarding a proposed zoning ordinance amendment regulating data centers, addressing concerns related to water and sewer capacity, cooling systems, wastewater discharge, noise, generators, site scale, and employment. He reviewed regulations adopted by other jurisdictions and requested Council feedback on thresholds, maximum floor area, setbacks, and decision-making authority.

Discussion focused on economic development opportunities, water conservation, infrastructure capacity, noise and generator impacts, appropriate setbacks, and the location of data centers. Council expressed support for continued consideration of data centers with appropriate regulations, including closed-loop cooling, water usage limits, tiered setbacks, and Council approval.

Mr. Tully identified additional items for consideration, including defining closed-loop cooling, establishing water usage and discharge limits, addressing aggregation of properties, and evaluating the cumulative impact of multiple data centers on water and sewer capacity.

3d. Discussion of Car Wash Uses. *Presenter: Darren Gore, City Manager.*

Mr. Gore gave a PowerPoint presentation titled, “Car Wash Impact Review and Potential Policy Framework,” evaluating car washes based on fiscal return, land productivity, employment, market saturation, and water and sewer capacity. He noted the City currently has approximately 25 car washes, with an additional approved but unconstructed facility, and discussed the relatively low revenue generated compared to utility demand.

Discussion included potential policies for new and grandfathered car washes, including limits on the number or location of facilities, separation requirements, water and sewer connection fees, and recovery of utility impacts. Council members discussed whether the market should determine the number of car washes and expressed concern about allowing additional facilities in areas with limited water and sewer capacity.

Discussion also addressed the sales tax treatment of automated car washes and the possibility of working with the State delegation on potential changes to tax law. Mr. Gore was asked to continue evaluating appropriate locations, water and sewer impacts, and revenue generation associated with car washes, as well as potential code amendments to address these impacts.

4. Adjourn. There being no further business, Mayor McFarland and Chair Halliburton adjourned this special meeting of City Council and Planning Commission at 5:48 p.m.

_____
SHANE MCFARLAND
MAYOR

_____
KEN HALLIBURTON
PLANNING COMMISSION CHAIR

_____
BEN NEWMAN
SECRETARY, PLANNING COMMISSION

ATTEST:

_____
ERIN E. TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

Date approved by Planning Commission: _____

Date approved by City Council: _____

Minutes prepared by Melanie Joy Peterson, City Clerk (attended meeting), reviewed by Matthew Blomeley, Assistant Planning Director (attended meeting).

These minutes should be used as a summary of motions passed and issues discussed at the meeting. This document shall not be considered a verbatim copy of every word spoken at the meeting.

City of Murfreesboro
City Council Public Comment
Special Meeting Minutes

Thursday, September 3, 2026, 5:30 pm
Murfreesboro City Hall Council Chambers
111 West Vine Street, Murfreesboro, TN

Public Notice. Published in *Murfreesboro Post*, Tuesday, August 25, 2026, and City website.

Council Member Attendance

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

City Officials / Leadership Staff Attendance

Darren Gore, City Manager
Erin E. Tucker, City Recorder/ Chief Financial Officer
Jeffrey L. Peach, City Attorney

Audio Only Recording Started

1. Call to Order. Mayor Shane McFarland called the meeting to order at 5:30 p.m.

2. Public Comment. Mayor McFarland stated the purpose of the special meeting was to hear public comments, provided speaker instructions and invited speakers to come to the podium to speak as called. The following registered speakers provided public comments.

- Isaiah Sanders, 2707 S. Rutherford Blvd, Murfreesboro RE: Comment - Gave thanks to Lt. Jason Higgins of MPD and first responders (City Resident)
- Warren Logan, Jr., 423 E. Vine Street, Murfreesboro RE: Comment – Video and incident involving Murfreesboro Transit (City Resident) – Provided one page letter from Billy Ward to Warren Login, Jr. that was added to the Digital Agenda in the City Recorder record.
- Megan Nadal, 308 Bridge Avenue, Murfreesboro RE: Comment – Advocate for crosswalk installation at intersection of Broad St. and Main St. (City Resident)
- Jeffrey Wegner, 553 Agripark Dr, Apt 805, Murfreesboro, TN, RE: Opposed - Flock (City Resident)
- Amber Stoneman, 1911 Saddlebrook Dr, Murfreesboro, TN RE: Opposed – Surveillance of public spaces (City Resident)
- Danny Pitts, 3036 Allerton Way, Murfreesboro, TN RE: Opposed – Flock cameras (City Resident)
- Loren Tirone, 3266 Memorial Blvd #320, Murfreesboro RE: Opposed – Banning flock cameras (City Resident)
- Sean Grimes, 1511 Lakeshore Dr, Murfreesboro, TN RE: Opposed - Automatic license plate readers/ red light cameras/ flock (City Resident)

- Pamela Jones, 3833 Manson Pike, Apt 8301, Murfreesboro, TN RE: Opposed- Flock agreement (City Resident)
- Ryan Cox, 1206 Leavell Lane, Murfreesboro, TN RE: Opposed – Flock Cameras (City Resident)

Mayor McFarland closed the public comment meeting to allow for the regularly scheduled 6:00 p.m. Council meeting and indicated the remaining five registered speakers would be given priority to speak at the October 2026 Public Comment Meeting.

3. Adjourn. There being no further business, Mayor McFarland adjourned the meeting at 5:58 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN E. TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

Date Approved by City Council: _____

Minutes prepared by Melanie Joy Peterson, City Clerk (attended meeting). Reviewed by Erin E. Tucker (attended meeting/ reviewed meeting recording).

These minutes should be used as a summary of motions passed and issues discussed at the meeting. This document shall not be considered a verbatim copy of every word spoken at the meeting.

City of Murfreesboro
City Council Meeting Minutes

Thursday, September 3, 2026, 6:00 p.m.
Murfreesboro City Hall Council Chambers
111 West Vine Street, Murfreesboro, TN

Public Notice. Published *Murfreesboro Post*, Tuesday, August 25, 2026, and City website.

Council Member Attendance

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

City Officials / Leadership Staff Attendance

Darren Gore, City Manager
Erin E. Tucker, City Recorder/ Chief Financial Officer
Jeffrey L. Peach, City Attorney

Audio Only Recording Started

Call to Order

Mayor Shane McFarland called the meeting to order at 6:02 p.m. and determined a quorum was present.

Public Comment

Mayor McFarland announced there would be a time for public comment for registered speakers and state the same instructions applied as for the prior Public Comment Meeting. The following registered speaker provided public comment:

- Matt Fee, 1101 Winding Branch Dr, Christiana, TN RE: Comment – Flock and municipal codes (Rutherford County – Outside City Limits)

Video/Audio Recording Started

Prayer and Pledge of Allegiance

Shawn Wright led a prayer and the Pledge of Allegiance.

Consent Agenda

The following Consent Agenda items were offered for approval.

1. **Lease and MOU with Main Street Murfreesboro (Administration)**
2. **CIP Reallocation (Finance)**

3. **Wine Sales Certificate of Compliance - Wawa #7004 (Finance)**
4. **Renewal of IT Managed Security (Information Technology)**
5. **Hangar Site Development Change Order #1 (Project Development)**
6. **Asphalt Purchases Report (Water Resources)**
7. **Itron Equipment Software Support (Water Resources)**
8. **Light Duty Vehicle Purchase (Water Resources)**
9. **Heavy Duty Vehicle Purchase (Water Resources)**
10. **Contract Amendment Zetag 8160 Polymer Purchase (Water Resources)**
11. **Leica Survey Grade GPS Rover Units Purchase (Water Resources)**

Action: Approve Consent Agenda items.

Motion: Kirt Wade

Second: Jami Averwater

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

Old Business

<u>Land Use Matters</u>

12. Ordinance 26-OZ-29 Rezoning of property located along Elam Road and Joe B Jackson Parkway (2nd and Final Reading) (Planning).

Action: Approve "ORDINANCE 26-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 30.17 acres located along Elam Road and Joe B Jackson Parkway from General Industrial (G-I) District to General Industrial (G-I) District and Planned Signage Overlay (PSO) District (Buc-ees PSO); Buc-ees LTD, applicant, [2026-412]," which passed first reading on August 13, 2026, on second and final reading.

Motion: Jami Averwater

Second: Kirt Wade

Result: The motion **PASSED** 7 – 0 by the following vote.

Aye: Jami Averwater
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett

Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

13. Ordinance 26-OZ-30 Zoning for property along Franklin Road, Gresham Lane, and Almar Knot Drive (2nd and Final Reading) (Planning).

Action: Approve "ORDINANCE 26-OZ-30 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 1.9 acres located along Franklin Road from Planned Unit Development (PUD) District to Commercial Fringe (CF) District and to zone approximately 25.1 acres as Commercial Fringe (CF) District, simultaneous with annexation, Franklin Road Baptist Church, applicant [2026-411]," which passed first reading on August 13, 2026, on second and final reading.

Motion: Shawn Wright

Second: Jami Averwater

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

14. Ordinance 26-OZ-31 Zoning for property along Shelbyville Pike (2nd and Final Reading) (Planning).

Action: Approve "ORDINANCE 26-OZ-31 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 16.78 acres located along Shelbyville Pike to Planned Commercial Development (PCD) District (Lowes Home Center PCD) simultaneous with annexation, Lowe's Home Centers, LLC, applicant [2026-410]," which passed first reading on August 13, 2026, on second and final reading.

Motion: Kirt Wade

Second: Shawn Wright

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

15. Ordinance 26-OZ-28 Rezoning of property located along Rushwood Drive (2nd and Final Reading) (Planning).

Action: Approve "ORDINANCE 26-OZ-28 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 1.37 acres located along Rushwood Drive from General Office (OG) District and Single-Family Residential Eight (RS-8) District to Planned Commercial Development (PCD) District (Bellwood Office Park PCD); Wayne Belt, applicant, [2026-407]," which passed first reading on August 13, 2026, on second and final reading.

Motion: Shawn Wright

Second: Jami Averwater

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

16. Ordinance 26-O-26 Amending the Zoning Ordinance – Automotive/Motor Vehicle Repair and Service Uses (2nd and Final Reading) (Planning).

Action: Approve "ORDINANCE 26-O-26 amending Murfreesboro City Code Appendix A, Zoning, Chart 1 and Chart 1 Endnotes, dealing with automotive/ motor vehicle repair and automotive/ motor vehicle service uses, Murfreesboro Planning Staff, applicant [2026-804]," which passed first reading on August 13, 2026, on second and final reading.

Motion: Kirt Wade

Second: Jami Averwater

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

Ordinance

17. Ordinance 26-O-34 Adoption of Building Codes (2nd and Final Reading) (Building & Codes).

Action: Approve "ORDINANCE 26-O-34 amending the Murfreesboro City Code, Chapters 7, 11, 12, 15, 17, and 23, by adopting the 2024 International Building Code, 2024 International Existing Building Code, 2024 International Residential Code, 2024 International Mechanical Code, 2024 International Energy Conservation Code, 2023 National Electrical Code, 2024 International Fire Code, 2024 International Fuel Gas Code, 2024 International Property Maintenance Code, 2024 International Plumbing Code, 2024 International Swimming Pool and Spa Code, and certain proposed amendments to such codes and standards," which passed first reading on August 13, 2026, on second and final reading.

Motion: Jami Averwater

Second: Kirt Wade

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

New Business

Land Use Matters

18. Plan of Services and Annexation for property along Elam Road (Planning). *Presenters: Matthew Blomeley, Assistant Planning Director.*

Mr. Blomeley reviewed a request to approve a plan of services and annexation of approximately 10.97 acres located along the east side of Elam Road north of Joe B. Jackson Parkway. The Planning Commission held public hearing and recommended approval on July 1, 2026.

18a. Public Hearing: Plan of Services and Annexation for approximately 10.97 acres. Mayor McFarland opened the public hearing, provided instructions and invited public comments. There being no speakers, Mayor McFarland closed the public hearing.

18b. Resolution 26-R-PSA-32.

Action: Approve "RESOLUTION 26-R-PSA-32 to adopt a Plan of Services for and to annex approximately 10.97 acres along Elam Road (Tax Map 126, Parcel 32.00), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, NG Elam, LLC, applicant [2026-504]," on first and only reading.

Motion: Jami Averwater

Second: Kirt Wade

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

19. Rezoning for property north of Indian Park Drive (Planning). *Presenters: Matthew Blomeley, Assistant Planning Director.* Rob Mulchin, *Site Engineering Consultants (SEC)*

Mr. Blomeley outlined the recommendation to rezone approximately 11.4 acres north of Indian Park Drive and Chieftain boulevard and Little Eagle Drive from RS-12 to RS-10. The Planning Commission held public hearing and recommended approval on July 1, 2026.

19a. Public Hearing: Rezone approximately 11.4 acres. Mayor McFarland opened the public hearing, provided instructions and invited public comments. The following individuals addressed the Council:

- Youana Fawzy, 2505 Sewanee Place, Murfreesboro, Traffic and safety concerns.

There being no additional speakers, Mayor McFarland closed the public hearing.

19b. Ordinance 26-OZ-33 (1st Reading).

Action: Approve "ORDINANCE 26-OZ-33 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 11.4 acres located north of Indian Park Drive and along Chieftain Boulevard and Little Eagle Drive from Single-Family Residential Twelve (RS-12) District to Single-Family Residential Ten (RS-10) District; Brian Grover, SEC, Inc. (representing Glen Hutchinson), applicant [2026-414]," on first reading of two required readings.

Motion: Madelyn Scales Harris

Second: Shawn Wright

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

Resolution

20. Resolution 26-R-28 Dismukes Property for an Interchange and School Site (Administration). *Presenter: Darren Gore, City Manager.*

Action: Approve "RESOLUTION 26-R-28 a Resolution of the City of Murfreesboro regarding the Dismukes property, the future Stonesbattle Parkway/ I-24 interchange, reservation of land to support a future school site, and a request for support from the Rutherford County Commission."

Motion: Shawn Wright

Second: Jami Averwater

Result: The motion **PASSED** 5 – 2 by the following vote.

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

Nay: Austin Maxwell
Bill Shacklett

Ordinance

21. Ordinance 26-O-38 Fireworks Permit Administration Update (1st Reading) (Finance). *Presenter: Erin Tucker, City Recorder/ Chief Financial Officer.*

Action: Approve "ORDINANCE 26-O-38 amending the Murfreesboro City Code, Chapter 12, Fire Prevention, Article III, Pyrotechnics/ Fireworks, Sections 12-24 and 12-25, replacing references to the City Recorder with the Chief Building Official," on first reading of two required readings.

Motion: Kirt Wade

Second: Shawn Wright

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

On Motion

22. Purchase and Sale Agreement with The Journey Home (Administration). *Presenter: Darren Gore, City Manager*.

Action: Approve the disposition of City property at 1040 Samsonite Boulevard (former Fire Station site) and 1130 Samsonite Boulevard (acquired in connection with the construction of Middle Tennessee Boulevard before TDOT required a change in the intersection with New Salem Highway) and authorize the execution of the Purchase and Sale Agreement with Journey Home, Inc.

Motion: Jami Averwater

Second: Austin Maxwell

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

23. Hangar Construction Contract Award (Airport). *Presenter: Chad Gehrke, Airport Director.*

Action: Approve award of the Hangar Construction bid to Baron Construction, LLC., for the construction of a corporate hangar with office space at the Murfreesboro Municipal Airport in the amount of $4,350,196, subject to final legal review of surety and insurance.

Motion: Jami Averwater

Second: Austin Maxwell

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

24. Motlow Paramedic Program (Fire). *Presenter: Mark McCluskey, Chief of Fire Rescue.*

Action: Approve costs for sending seven Advanced Emergency Medical Technicians to Motlow State Community College (MSCC) to obtain paramedic licensures through MSCC's Paramedic Program in the amount of $63,800.

Motion: Kirt Wade

Second: Jami Averwater

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Shane McFarland

Nay: None

25. Purchase of Turnout Gear (Fire). *Presenter: Mark McCluskey, Chief of Fire Rescue.*

Action: Approve purchase of 40 sets of turnout gear from North America Fire Equipment Company, Inc. (NAFECO) through the Sourcewell Contract in the amount of $174,960.

Motion: Jami Averwater

Second: Austin Maxwell

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

26. Purchase of Body Armor from Gall's (Police). *Presenter: Michael Bowen, Chief of Police.*

Action: Approve the purchase of 100 sets of body armor and carriers from Galls, LLC in the amount of $180,789, through the current contract.

Motion: Jami Averwater

Second: Austin Maxwell

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

27. Statewide School Resource Officer Grant Program Contract (Police). *Presenter: Michael Bowen, Chief of Police.*

Action: Approve grant contract for the Statewide School Resources Officer (SRO) Grant Program in the amount of $1,050,000, which will be used to offset the FY27 salaries and benefits of 14 SROs assigned to qualifying schools.

Motion: Shawn Wright

Second: Austin Maxwell

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

28. Sewer Rehabilitation CSX Permitting for 2025 (Water Resources). *Presenter: Valerie Smith, Water Resources Director.*

Action: Approve a Facility Encroachment Agreement with CSX Transportation, Inc. (Agreement No. CSX1065881) in the amount of $117,620 to complete the sewer rehabilitation work within CSX right-of-way, subject to Legal Department approval.

Motion: Madelyn Scales Harris

Second: Kirt Wade

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

29. United Systems Cellular Equipment Purchase (Water Resources). *Presenter: Valerie Smith, Water Resources Director.*

Action: Approve a contract with United Systems and Software, Inc. for the purchase of ECW-1700-001 500W cellular endpoints for the Water Resources Department wireless remote meter reading system in the amount of $685,000.

Motion: Madelyn Scales Harris

Second: Austin Maxwell

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

Board and Commission Appointments

30. Disciplinary Review Board Hearing Officers (Mayor). *Presenter: Mayor Shane McFarland.*

The following Disciplinary Review Board Hearing Officer re-appointment was offered, noting that she fulfills the attorney requirement.

- Rachelle Windrow Ayers, Term Expiration: 9/30/2029

Action: Approve re-appointment of Rachelle Windrow Ayers as Disciplinary Review Board Hearing Officer.

Motion: Jami Averwater

Second: Austin Maxwell

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

Licensing

31. Beer Permits (Finance). *Presenter: Erin Tucker, City Recorder/ Chief Financial Officer.*

The following beer permits were offered for approval, pending final Building and Codes inspection or Special Event permit approval.

<u>Regular Beer Permits</u>

- Wawa #7004, 1593 New Salem Hwy, new location gas station
- Rock N' Roll Sushi, 3053 Medical Center Pkwy, Ste D, restaurant ownership change

<u>Special Event Beer Permits</u>

- Read to Succeed, Inc., 11/6/2026 at The View at the Fountains
- Saint Rose of Lima Church, 9/13/2026 at 1601 North Tennessee Boulevard

Action: Approve Beer Permits, upon Building and Codes final inspection or Special Event Permit approval.

Motion: Austin Maxwell

Second: Shawn Wright

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

Payment of Statements

32. Payment of Statements (Finance). *Presenter: Erin Tucker, City Recorder/ Chief Financial Officer.*

Ms. Tucker presented one statement in the amount of $100,000 to Circuit Court and requested Council approve payment.

Action: Approve payment of statement.

Motion: Shawn Wright

Second: Kirt Wade

Result: The motion **PASSED** 7 – 0 by the following vote.

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

Nay: None

Other Business

33. Election of Vice Mayor (Mayor). *Presenter: Mayor Shane McFarland.*

Action: Approve election of Shawn Wright as Vice Mayor.

Motion: Austin Maxwell

Second: Jami Averwater

Result: The motion **PASSED** 6 – 0 by the following vote.

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

Abstain: Shawn Wright

Nay: None

Executive Session Request. Council member Maxwell requested that an executive session be scheduled to discuss issues and public comments concerning Flock, particularly matters related to potential litigation.

Adjourn

There being no further business, Mayor McFarland adjourned the meeting at 7:02 p.m.

[SIGNATURES CONTINUED ON NEXT PAGE]

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN E. TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

Date approved by City Council: _____

Minutes prepared by Melanie Joy Peterson, City Clerk (attended meeting), reviewed by Erin E. Tucker (attended meeting).

These minutes should be used as a summary of motions passed and issues discussed at the meeting. This document shall not be considered a verbatim copy of every word spoken at the meeting.

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title:	Ordinance 26-O-38 Fireworks Permit Administration Update [2nd and Final Reading]
Department:	Finance
Presented by:	Erin Tucker, City Recorder / CFO
Requested Council Action:	

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Ordinance 26-O-38 amends the City Code by transferring fireworks permitting issuance and administration responsibility from the City Recorder to the Chief Building Official.

Staff Recommendation

Request approval of Ordinance 26-O-38 on second and final reading.

Background Information

Sections 12-24 and 12-25 of the City Code regulate fireworks and pyrotechnic device permitting and currently designate the City Recorder as the City official responsible for issuing and administering permits. Applicants are required to obtain permits from both the State Fire Marshal and the City before manufacturing, selling, or distributing fireworks within the City. Ordinance 26-O-38 updates these provisions to designate the Chief Building Official as the final permitting authority. The amendment is administrative in nature and aligns permit administration with the department responsible for code-related functions without changing permit fees, requirements, or enforcement provisions.

Council Priorities Served

Responsible budgeting

Aligns permit administration with the department best suited to manage permitting and code-related functions, improving operational efficiency.

Improve economic development

Maintains a clear and efficient permitting process for businesses engaged in the sale of fireworks.

Maintain public safety

Places permit oversight within the department responsible for building and code enforcement while preserving all State Fire Marshal permitting requirements.

Fiscal Impact

No fiscal impact is anticipated. Administrative responsibilities will primarily stay the

same between the Finance and Building and Codes departments with the Chief Building Official providing the final permit approvals once all requirements have been met..

Attachment

Ordinance 26-O-38

Docusign Envelope ID: 7409A01C-61AE-802E-8136-29C26ECBF68C

ORDINANCE 26-O-38 amending the Murfreesboro City Code, Chapter 12, Fire Prevention, Article III, Pyrotechnics/ Fireworks, Sections 12-24 and 12-25, replacing references to the City Recorder with the Chief Building Official.

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

SECTION 1. Murfreesboro City Code, Sections 12-24 and 12-25 are hereby amended by replacing each reference to the "City Recorder" with the "Chief Building Official."

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 E. Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Jeffrey L. Peach
1E20C42974A242D...

_____
Jeffrey L. Peach
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Rezoning for property north of Indian Park Drive [Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider rezoning of approximately 11.4 acres located north of Indian Park Drive and along Chieftain Boulevard and Little Eagle Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning request on July 1, 2026.

Background Information

SEC, Inc., representing Glen Hutchinson, presented to the City a zoning application [2026-414] for approximately 11.4 acres located north of Indian Park Drive to be rezoned from RS-12 (Single-Family Residential District) to RS-10 (Single-Family Residential District). During its regular meeting on July 1, 2026, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On September 3, 2026, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will help facilitate the development of a section of the Glenview Farms subdivision with single-family residential detached dwellings, providing additional opportunities for homeownership in the desirable South Church Street corridor.

Attachments:

Ordinance 26-OZ-33

Docusign Envelope ID: 92D555D4-05BC-8FBE-81E5-BF3C06B8EA13

ORDINANCE 26-OZ-33 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 11.4 acres located north of Indian Park Drive and along Chieftain Boulevard and Little Eagle Drive from Single-Family Residential Twelve (RS-12) District to Single-Family Residential Ten (RS-10) District; Brian Grover, SEC, Inc. (representing Glen Hutchinson), applicant [2026-414].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Ten (RS-10) 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:

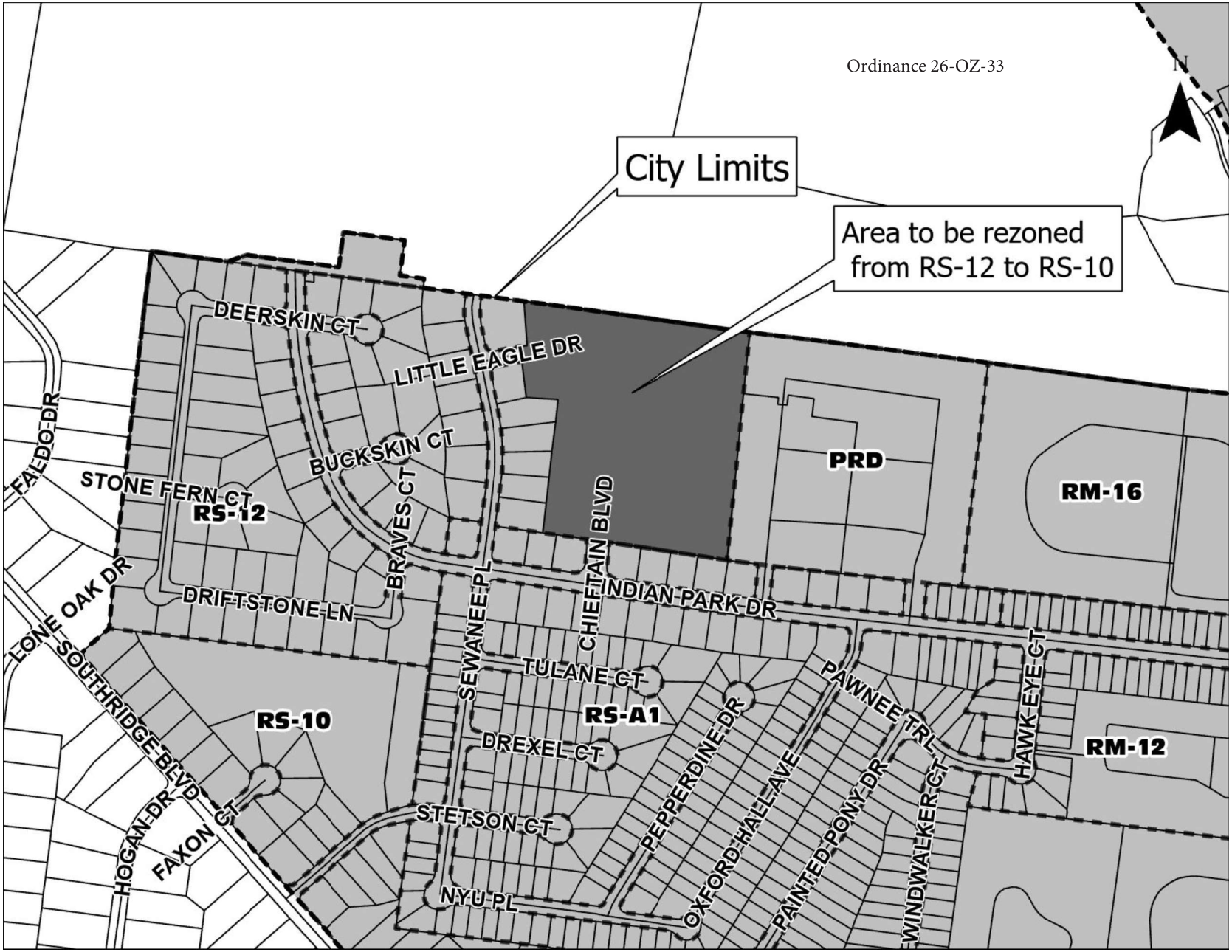
_____
Erin E. Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Jeffrey L. Peach
1E20C42974A242D...

Jeffrey L. Peach
City Attorney

SEAL



Docusign Envelope ID: 92D555D4-05BC-8FBE-81E5-BF3C06B8EA13

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Sewer Allocation Variance- New Salem Highway – Salem Square

Department: Administration

Presented by: Darren Gore, City Manager

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a proposed development second request for additional 45 single-family units above a previously approved 7 single-family unit variance request and 52 single-family units above sewer allocation ordinance's zoning allowance.

Staff Recommendation

Staff recommends limiting the property to the previously approved 7 sfu variance and not approving any additional sewer allocation.

Background Information

The developers of the Salem Square commercial development have submitted a sanitary sewer variance request. The subject property is located along the south side of New Salem Highway just east of Barfield Road. The property in question is zoned Commercial Highway (CH), which only allows 2.5 single family unit equivalents (sfu) per acre.

The property in question is ≈3.34 acres in size, allowing for only 8.35 sfu. On May 2, 2024, Council approved a sanitary sewer allocation variance of 7 sfu on the same property for the development of two multi-tenant commercial buildings. Subsequently, a site plan was approved, but the two commercial buildings were never constructed.

The subdivision developer now proposes one multi-tenant commercial building and a car wash on the same 3.34-acre property. The car wash is anticipated to occupy approximately one acre, or about 30% of the site. The two uses are projected to require approximately 59.48 sfu, creating a requested variance of approximately 52 sfu—45 sfu more than the previously approved 7-sfu variance. Although MWRD has determined that the collection system can convey the additional flow, City Staff recommends not approving because the car wash would consume a substantial share of the requested sewer capacity while producing only de minimis employment and fiscal benefits. A typical automated car wash supports approximately 18 positions, primarily part-time or seasonal, with about four full-time positions. It generates no local sales tax on automated wash revenue and, based on a typical one-acre car wash appraised at approximately $1.6 million (40%, or $640,000 assessed value), contributes an estimated $6,100 annually in City property tax. Its total estimated annual City revenue is approximately $8,800, including only about $2,700 from taxable materials, payroll spending, and local purchasing. The proposed location is also near two existing car washes—Costco Car Wash and Splashy's Car Wash—and therefore is not in an area

lacking access to this use. The limited employment and fiscal benefits, substantial sewer-capacity demand, and proximity to existing car washes do not justify approval of the additional variance. Denial of this request would not affect the existing approved sewer variance for the property.

Council Priorities Served

Improve economic development

The previously approved two-building commercial development would preserve greater flexibility for employment-generating and taxable commercial uses. By comparison, dedicating approximately one acre of the site to an automated car wash would provide only de minimis employment and economic-development value, with most positions part-time or seasonal and little direct contribution to the City's General Fund.

Concurrence

MWRD indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements; however, the capacity at the Water Resource Recovery facility is disproportionate to the typical one acre development. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The proposed car wash would provide a de minimis fiscal benefit to the City, generating no direct sales tax on automated wash revenue and only approximately $8,800 in estimated annual City revenue, including property tax.

Attachments

1. Request letter from applicant
2. Concept site plan
3. Memo from MWRD
4. Map of Proposed Location

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING

September 9, 2026

Mr. Ben Newman
City of Murfreesboro
111 W. Vine St.
Murfreesboro, Tennessee 37130

RE: Salem Square Lot 2&3 Site Plan Sewer Allocation Variance Request
New Salem Hwy
Murfreesboro, Tennessee
SEC Project No. 19296

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along the south side of New Salem Hwy to the east of the intersection with Barfield rd. The property in question is approximately 3.34 acres in size and is zoned Commercial Highway (CH). The sewer allocation ordinance allows for 2.5 sfue/acre or 650 gpd/acre sewer flow for CH property. For this property, the allocation ordinance would allow 2,171 gpd or 8.35 sfue. Based on historical flow of existing users similar to what is anticipated for this project, the projected average sewer usage is 15,465 gpd or 59.48 sfue.

Given this information, ICMS Group requests a variance from the sewer allocation ordinance to grant an **additional 51 sfue** of sewer flow. The variance would allow ICMS Group to develop 2 buildings including a car wash, restaurants and other services for the area.

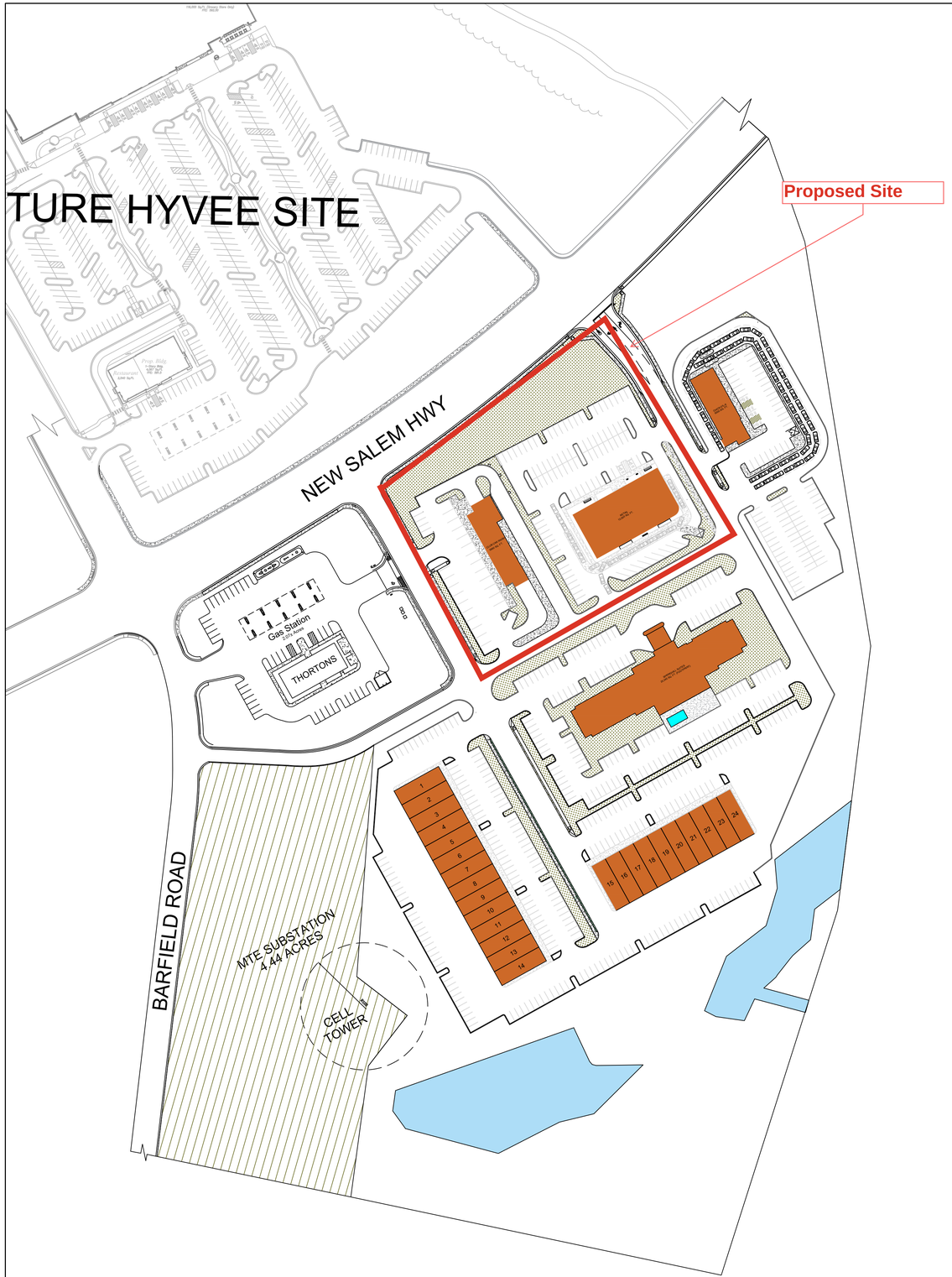
We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this site.

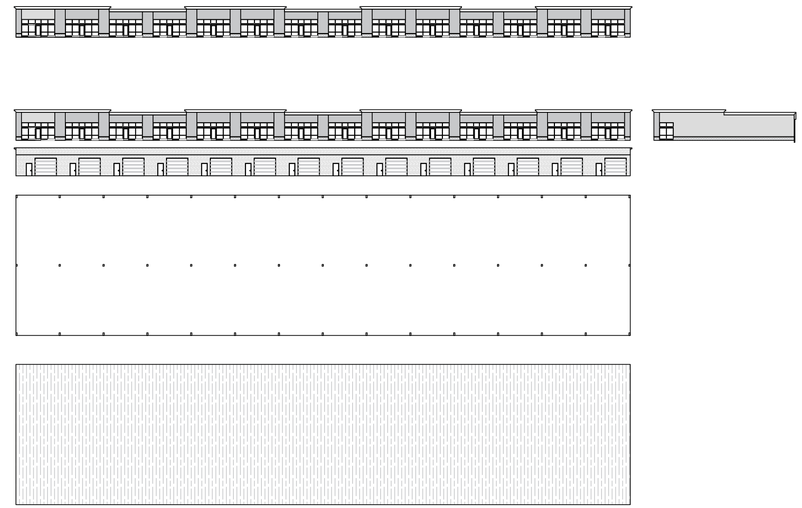
If you have any questions or need additional information, please contact me at 890-7901 or via email at mtaylor@sec-civil.com.

Sincerely,

Matt Taylor

Matt Taylor, P.E.
Vice-President
SEC, Inc.





NO.	REVISION	DATE

DEVELOPER

ICMS

INTERNATIONAL CONSTRUCTION MANAGEMENT SERVICES
133 NEW BRIDGE ROAD #24-01/02
CHINATOWN POINT
SINGAPORE 059412

ARCHITECT

STRUCTURAL

MEPS

CIVIL

LANDSCAPE

PROJECT NO:
ISSUE DATE:
DRAWN BY:
CHECKED BY:

ISSUED FOR:

SHEET TITLE: MASTERPLAN

SHEET NO.:

City of MURFREESBORO TENNESSEE

. . . creating a better quality of life

MEMORANDUM

DATE: September 9, 2026

TO: Ben Newman

FROM: Valerie Smith/ David Pendley

SUBJECT: Salem Square Lots 2 &3 at Barfield Road
Sewer Allocation Ordinance (SAO)
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

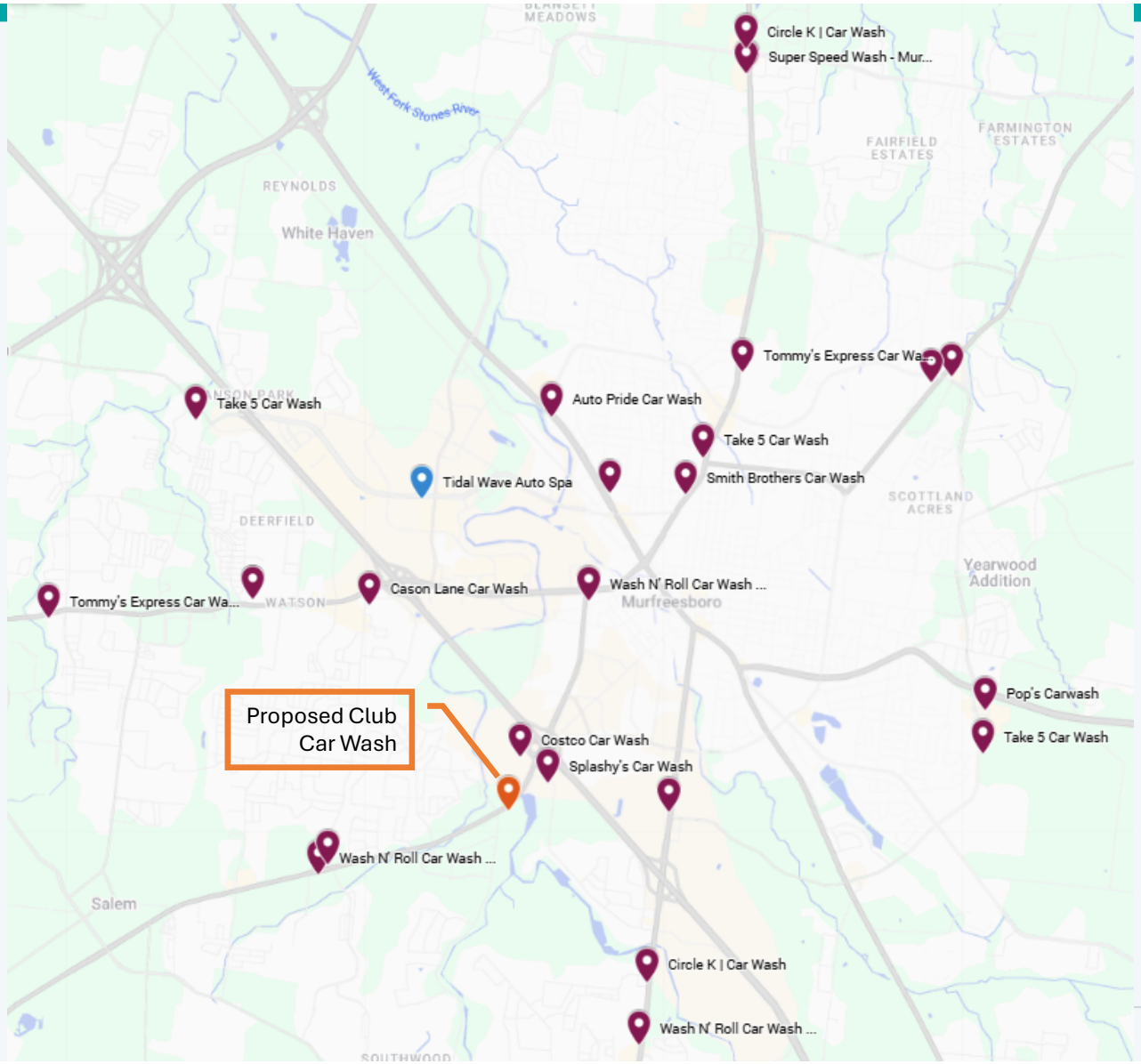
Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system and per the 2024 Sewer Allocation report, this Basin MF12 currently has capacity for 6,321 connections. By committing sewer service to this development, Basin 12's sewer connection capacity will be reduced by a single-family unit equivalent of 60 connections, resulting in in 6,261 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. This facility has a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Per the existing Commercial Highway (CH) zoning (allotted 2.5 sfu/acre) and acreage, 3.34 acres, the property is allowed 8.35 sfu's. Therefore, the development is requesting a variance of 52 sfu's.

The Salem Highway corridor is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Location Fit & Market Saturation



25 (+1 Approved)

Active car wash locations

18

Resident-based support capacity (1 per 10,000 residents)

8

Estimated surplus locations

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Mandatory Referral for the Abandonment of the North Thompson Lane/West College Street Connector Road Right-of-Way

Department: Planning

Presented by: Ryan Robeson, Principal Planner

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow the abandonment of the right-of-way (ROW) of the North Thompson Lane/West College Street connector road, as well as the Public Utility Easements located on both sides of the ROW.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission conducted a public hearing on this matter at its September 2, 2026 regular meeting and then voted to recommend its approval, subject to staff comments and to this connector road remaining open to traffic through at least February 15, 2027.

Background Information

In this mandatory referral [2026-709], Council is being asked to consider abandoning the right-of-way (ROW) of the North Thompson Lane/West College Street connector road, as well as the public utility easements on both sides of the ROW. New Vision Baptist Church has requested this abandonment in order to construct a parking lot expansion. The abandoned ROW would be added to the overall New Vision lot via a subdivision plat. This ROW abandonment and associated roadway closure has been envisioned for some time. The West Northfield Boulevard extension created another route to and from North Thompson Lane and West College Street. The Northfield-Thompson intersection has a lower crash rate than that of the intersection of the connector road and North Thompson Lane.

Staff reached out to various utilities and City Departments for feedback and none objected to the abandonment. The Planning Staff and Planning Commission recommend that the City Council approve this request subject to the following conditions:

1) If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally abandon the right-of-way. The legal instrument(s) will be subject to

final review and approval of the Legal Department.

2) The applicants will also be responsible for recording the legal instrument(s), including payment of the recording fee.
3) Utility easement(s) shall be retained over the abandoned ROW, as needed for MWRD and any other existing utilities within the ROW abandonment area.
4) A subdivision plat must be approved and recorded in order to incorporate the abandoned ROW into the adjacent lot.
5) Standard road improvements shall be made to the connector ramp access points on both North Thompson Lane and West College Street when the ramp is removed, including curb and gutter, guardrail, drainage, and bank stabilization.
6) The connector road shall remain open to public traffic through at least February 15, 2027. *(Note: This condition was added by the Planning Commission as a part of its vote to approve the request.)*

Council Priorities Served

Establish Strong City Brand

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, abandoning existing surplus right-of-way, so that the adjacent property owner can use it as he/she sees fit.

Expand Infrastructure

The West Northfield Boulevard extension was constructed partially to provide a safer means of connecting North Thompson Lane to West College Street (and vice versa). Now that the intersection of Northfield and Thompson is open as a preferred alternative, the existing connector ramp can be closed, eliminating a less than optimal intersection location with higher crash rates.

Improve Economic Development

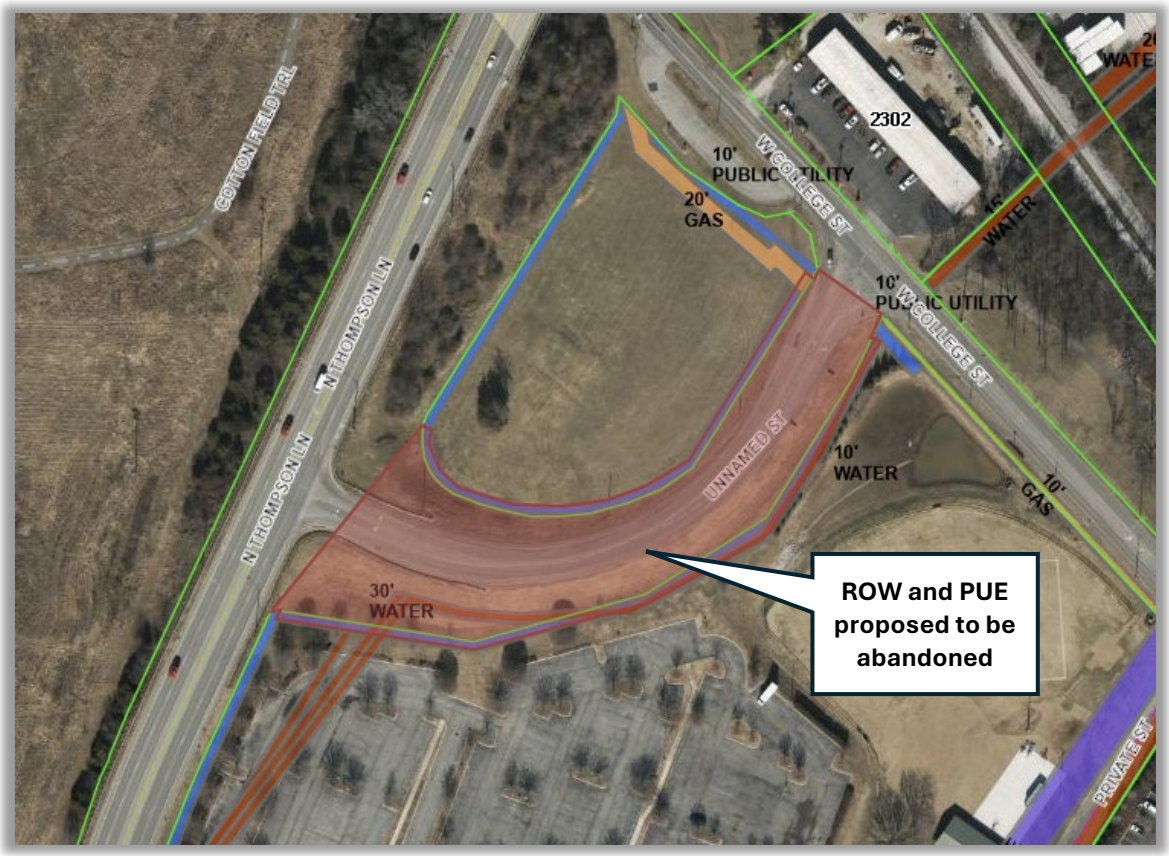
Approval of this request will help facilitate expansion of an existing institutional use. Institutional uses, such as places of worship, community facilities, and schools, are essential elements of a growing, vibrant community.

Attachments:

1. Staff comments from 09/02/2026 Planning Commission meeting
2. Memo summarizing feedback from departments and utilities
3. Maps of the subject ROW
4. Exhibits and letters from applicant

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 2, 2026
PROJECT PLANNER: MOLLY GILLILAND

5.a. Mandatory Referral [2026-709] to consider the abandonment of the right-of-way of the North Thompson Lane – West College Street connector road and to also abandon the adjacent public utility easements along this right-of-way, Griggs & Maloney, Inc. representing New Vision Baptist Church applicant.



In this mandatory referral, the Planning Commission is being asked to consider the abandonment of the right-of-way (ROW) of the North Thompson Lane/West College Street connector ramp as well as the public utility easements (PUE) located adjacent to this ROW. The surrounding property to the north and south is owned by New Vision Baptist Church and is part of Lot 3 of the Murfreesboro Gateway Vanderbilt Subdivision. The final plat for this subdivision was recorded on May 28, 2020, displaying the connector ramp public ROW and a 10' PUE along

both sides of the ROW. With this mandatory referral, New Vision Baptist Church is requesting the abandonment of the entire length of this ROW as well as the PUEs located on both sides of it. If approved, the abandoned ROW would be quitclaimed to New Vision Baptist Church for future development.

Closure of the connector ramp has been proposed as part of Short-Term Improvement Project #4 (Northfield Boulevard Extension) and Mid-Term Improvement Project #13 (Old Nashville Highway Widening) under the adopted 2040 Major Transportation Plan. As part of STI #4, a portion of West Northfield Boulevard was constructed in 2019 to create a connection between North Thompson Lane and Garrison Drive, providing alternative access to and from West College Street. The Public Infrastructure Division states that the West Northfield Boulevard-Garrison Drive construction serves as the preferred public street connection and is the intended collector between the two arterial roadways. This connection has been deemed safer than the West College Street connector ramp by providing a longer line of sight, more suitable opportunities for future signalization, and a reduced crash rate. The West College Street connector ramp also does not meet current roadway design standards for its commercial collector classification. Additon of the West Northfield Boulevard connection decreased crash rates at the West College Street connector ramp from 0.40 to 0.18 PMEV (Per Million Entering Vehicles), and the new connection currently has a crash rate of 0.07 PMEV.

Staff has obtained comments from other City departments and utility providers regarding the impact of the proposed ROW and PUE abandonment. Their responses are included in the attached memorandum from Planning staff. MWRD has indicated that it will need to retain an easement in the abandonment area over its existing infrastructure. The report attachments also include a map depicting the location of the ROW and PUE in question.

Action Needed:

The Planning Commission should conduct a public hearing and discuss this matter, after which it will need to formulate a recommendation to the City Council regarding the proposed abandonment. Staff recommends approval of this request subject to the following conditions:

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

including payment of the recording fee.

3) Utility easement(s) shall be retained over the abandoned ROW, as needed for MWRD, CUD, AT&T, and Comcast.
4) A subdivision plat must be approved and recorded in order to incorporate the abandoned ROW into the adjacent lot.
5) Standard road improvements shall be made to the connector ramp access points on both North Thompson Lane and West College Street when the ramp is removed, including curb and gutter, guardrail, drainage, and bank stabilization.

Attachments:

1. Memorandum from Planning Staff regarding responses to the abandonment request
2. Non-Ortho and Ortho maps depicting the abandonment area
3. Applicant request to abandon the ROW and PUE letter, legal descriptions, and engineer map

Memorandum

To: Ben Newman, Planning Director
Matthew Blomeley, Assistant Planning Director

From: Molly Gilliland, Planner

Date: September 2, 2026

Re: Mandatory Referral [2026-709] for the abandonment of the W College Street/N Thompson Lane Connector Ramp Right-of-Way and Adjacent Public Utility Easements

The following is a summary of the City department staff and utility provider comments regarding the requested right-of-way (ROW) abandonment.

Engineering & Streets Department

The request to abandon ROW should be subject to the submission and recording of a deed abandoning the City's right-of-way interest in the property and transferring the abandoned ROW to the adjacent property owner. The Public Infrastructure Division states that the connector ramp does not meet current roadway design standards and that the preferred connector between N Thompson Lane and West College Street is the West Northfield Boulevard and Garrison Drive connection. West Northfield Boulevard creates a safer intersection compared to the connector ramp. The Streets Department will need standard road improvements to be made to the connector ramp access points on both North Thompson Lane and West College Street when the ramp is removed, including curb and gutter, guardrail, drainage, and bank stabilization.

Transportation

Murfreesboro Transit has a bus route that uses the connector ramp 12 times a day. Transit can reroute but will need adequate time to notify the public of changes to the route and timing.

Fire and Rescue Department

The Murfreesboro Fire and Rescue Department has no objection to the ROW abandonment.

Police Department

The Murfreesboro Police Department has no objection to the ROW abandonment.

Solid Waste Department

The Solid Waste Department has no objection to the ROW abandonment.

Murfreesboro Water Resources Department (MWRD)

MWRD has an existing 16" water main within the ROW area to be abandoned. A minimum 20' water main easement must be retained, centered over the existing water main simultaneous with

the abandonment. The water lines must be physically located and potholed to determine their exact location and depth. Portions of the line may need to be re-laid and/or relocated depending on the amount of grading needed over the lines. MWRD review and approval of any grading plan will be required prior to issuance of a grading permit.

Consolidated Utility District (CUD)

The location affected by the ROW and PUE abandonment is outside of the CUD service area.

Middle Tennessee Electric Members Cooperative (MTE)

MTE has streetlights along the ROW in question. If the City no longer wants to light the area, MTE has indicated that the streetlights can be removed.

AT&T

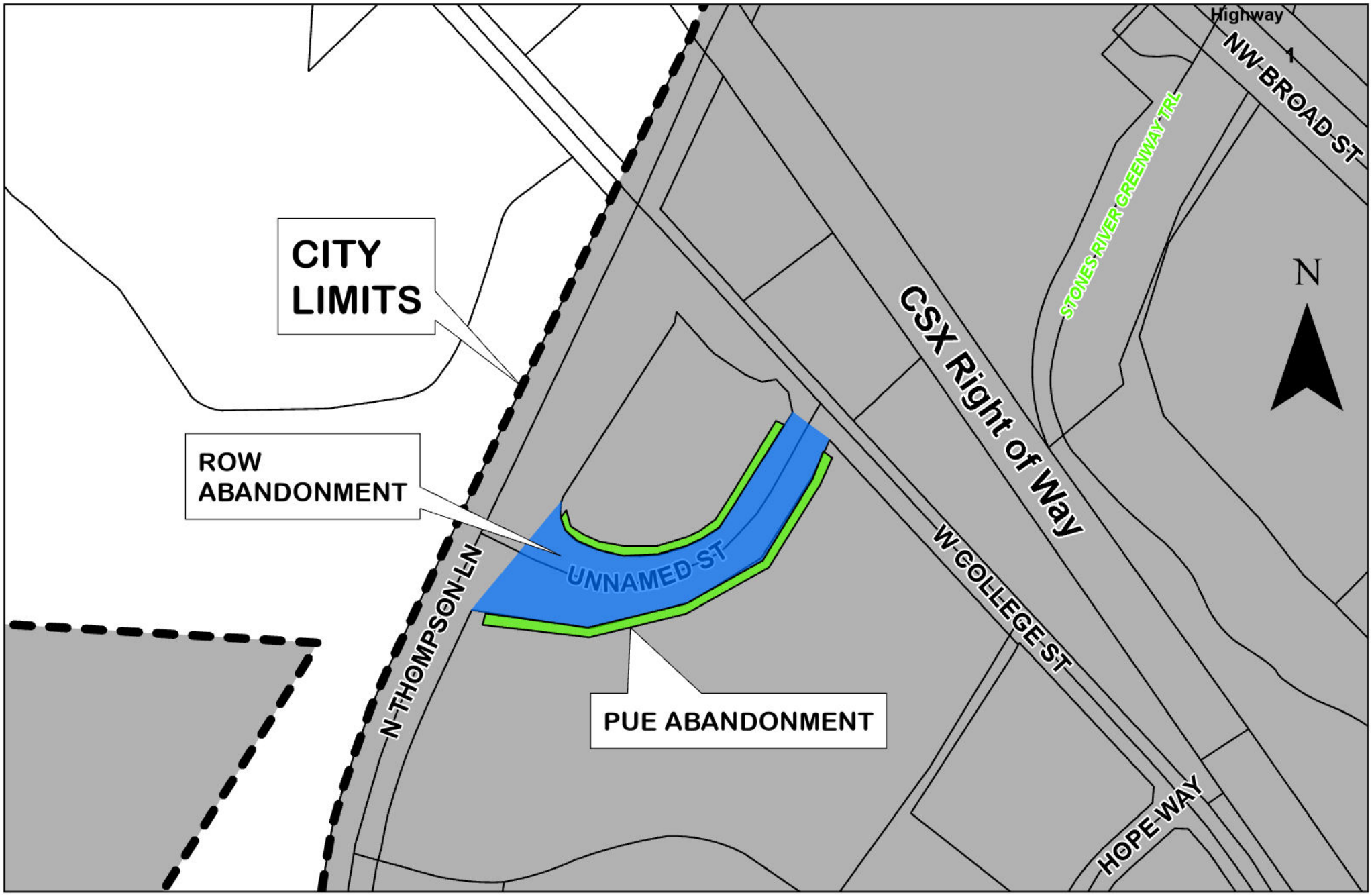
AT&T has no facilities in the area.

Atmos Energy

Atmos Energy has no objection to the ROW abandonment.

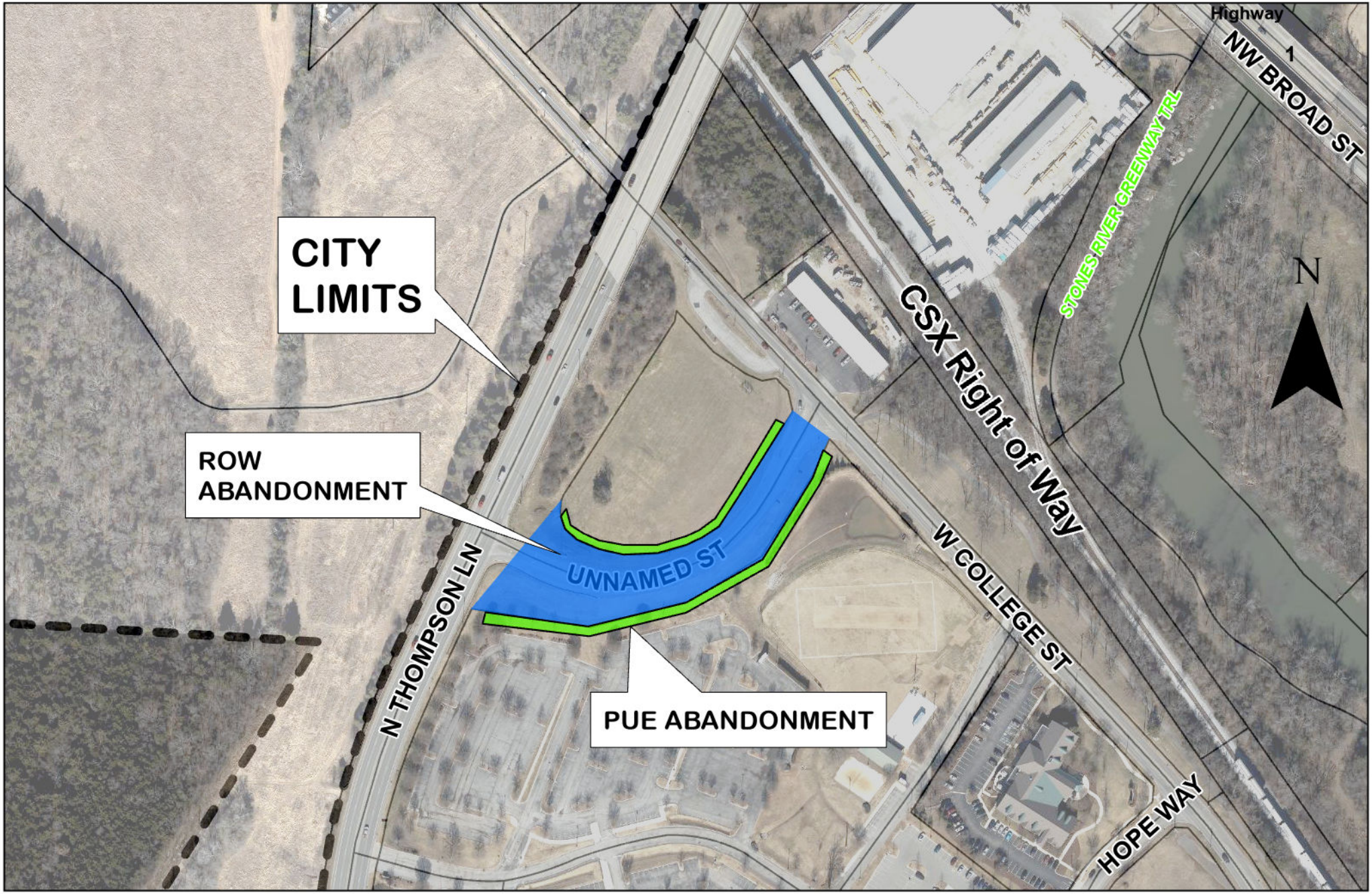
Comcast

Comcast has no objection to the ROW and PUE abandonment.



Request to Abandon Right-of-Way of W College St/N Thompson Ln Connector Street And to Abandon Adjacent Public Utility Easements

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



Request to Abandon Right-of-Way of W College St/N Thompson Ln Connector Street And to Abandon Adjacent Public Utility Easements

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

City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 079-071.01-000 | Address (if applicable): 1750 N Thompson Ln

Street Name (if abandonment of ROW): Connector Ramp W College St to N Thompson Ln

Type of Mandatory Referral: Abandonment of RoW

Applicant Information:

Name of Applicant: Sam Huddleston

Company Name (if applicable): Griggs & Maloney Inc

Street Address or PO Box: 813 S. Church St.

City: Murfreesboro

State: TN | Zip Code: 37130

Email Address: [redacted]

Phone Number: 615/651-0289

Required Attachments:

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

Sam Huddleston

Applicant Signature

7/16/26

Date

GRIGGS & MALONEY
INCORPORATED
Engineering & Environmental Consulting

P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

July 16, 2026

Mr. Ben Newman, Director
Murfreesboro Planning Department
111 W. Vine St
Murfreesboro, TN 37130

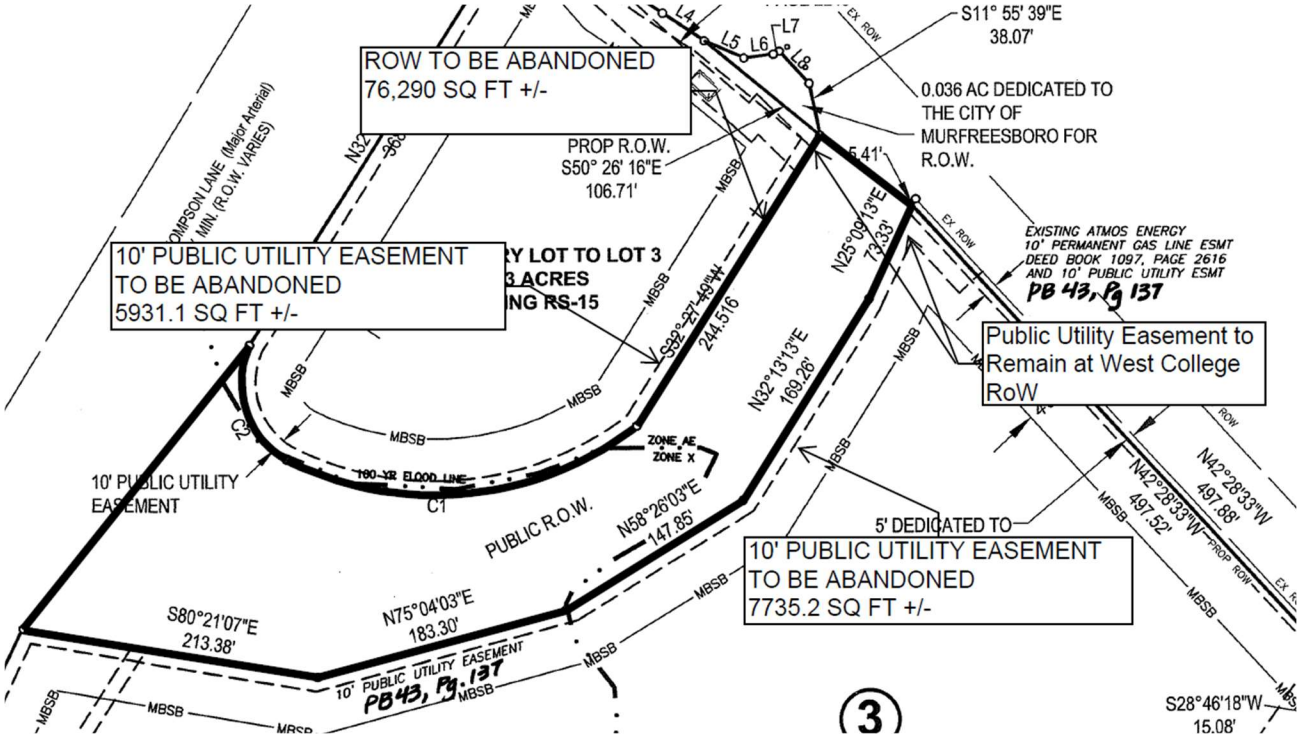
RE: Mandatory Referral – Row and Public Utility Easement Abandonment
N. Thompson W College Connector Ramp

Dear Director Newman:

Griggs & Maloney is pleased to request the abandonment of the N. Thompson W. College Connector Ramp RoW and associated 10-foot public utility easements on behalf of New Vision Baptist Church. The following figure shows the approximate boundaries of the proposed RoW abandonment and Connector Ramp closure over a 2025 aerial photograph from the City GIS website. The connector ramp closure is an associated element of the City's 2040 Majoro Transportation Plan for projects STI#4 (West Northfield Blvd. Extension) and MTI #13 (Old Nashville Hwy. widening and improvements). With the 2019 completion of Phase 1 of STI#4 -West Northfield between N. Thompson Ln. and Garrison Dr. an improved intersection condition was created and making the existing Connector Ramp intersection less desirable from a traffic operations and intersection safety standpoint.

Based on information on the final plat of record (PB 44, Pg 19), we estimate that 76,290 sq ft of RoW and 13,666.3 sq ft of public utility easement are included in this request. A final legal exhibit and description as well as actual area of RoW and easements to be abandoned will be obtained from field run survey which is currently underway. See the

following figure adapted from the Final Plat for the nature and extent of RoW and easement abandonment.



Please find attached our completed application and an exhibit prepared by our Surveyor from the Final Plat. Our final exhibit and legal description will be provided once completed.

I will serve as the primary point-of-contact on this matter. Please do not hesitate to reach out to me at [redacted] or 615/651-0289.

Sincerely,

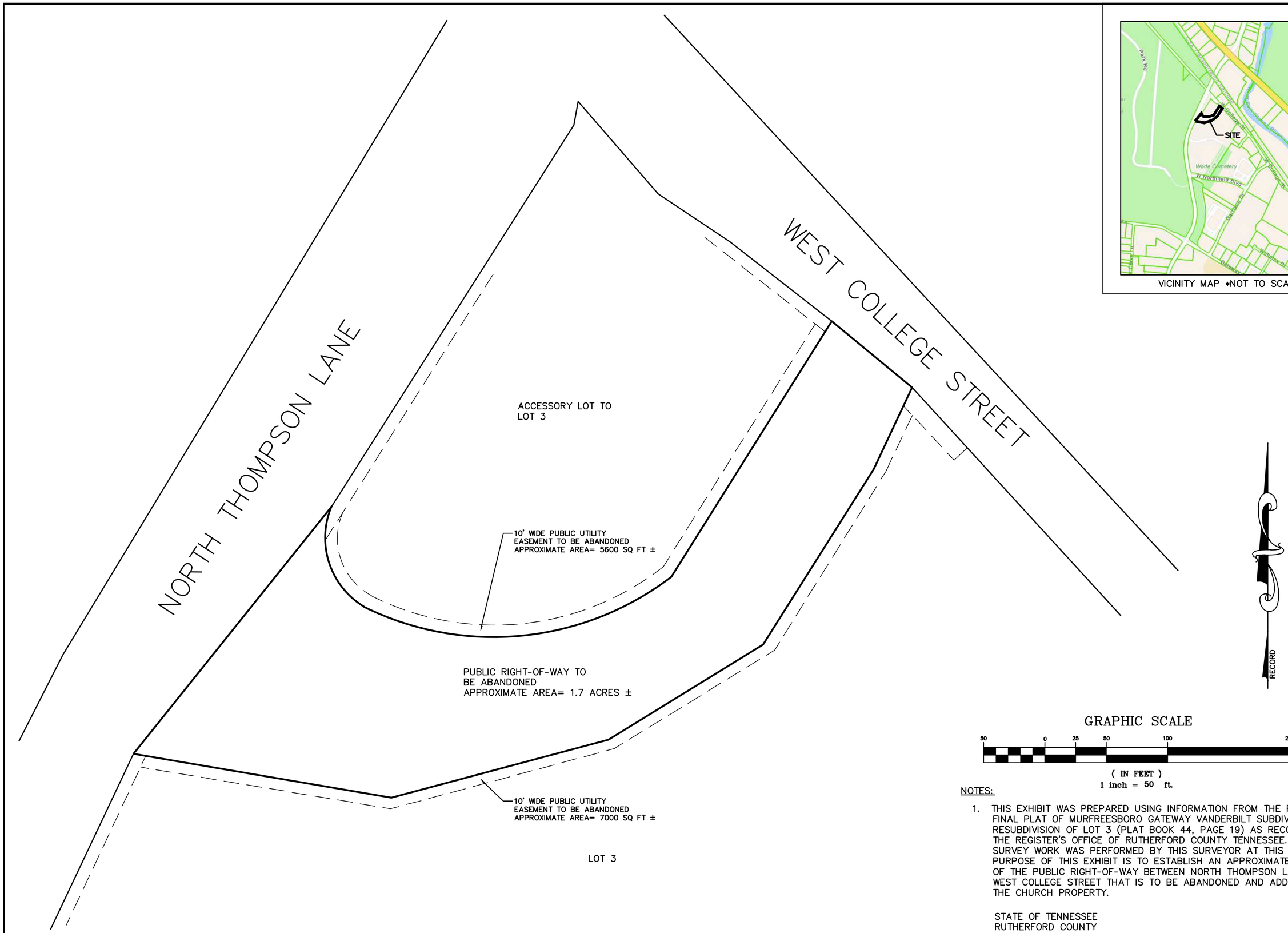
Griggs & Maloney, Inc.

Sam Huddleston

Sam A. Huddleston, PE
Senior Engineer

Attachment: RoW Abandonment Application and Exhibit

Copy: Greg Freeman, New Vision Baptist Church
Carlos DePaz, New Vision Baptist Church



VICINITY MAP *NOT TO SCALE*

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

NOTES:

1. THIS EXHIBIT WAS PREPARED USING INFORMATION FROM THE RECORDED FINAL PLAT OF MURFREESBORO GATEWAY VANDERBILT SUBDIVISION, 2ND RESUBDIVISION OF LOT 3 (PLAT BOOK 44, PAGE 19) AS RECORDED IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY TENNESSEE. NO NEW SURVEY WORK WAS PERFORMED BY THIS SURVEYOR AT THIS TIME. THE PURPOSE OF THIS EXHIBIT IS TO ESTABLISH AN APPROXIMATE ACREAGE OF THE PUBLIC RIGHT-OF-WAY BETWEEN NORTH THOMPSON LANE AND WEST COLLEGE STREET THAT IS TO BE ABANDONED AND ADDED TO. THE CHURCH PROPERTY.

STATE OF TENNESSEE
RUTHERFORD COUNTY

JOHNSON AND ASSOCIATES
REGISTERED LAND SURVEYORS
816 DAVID CROCKETT HWY.
WINCHESTER TENNESSEE 37398
TEL. (931)967-8889 OFFICE
EMAIL:

CIVIL DISTRICT			
DEED REFERENCE	(SEE ABOVE)		
REVISIONS			
SCALE:	1" = 50'	DATE:	07/14/26
DRAWN:	SRP	SURVEYED:	
CHECKED:	TEB/SRP	JOB NO.:	26169
MAPCHECK:			

CONCEPT EXHIBIT
CERTIFIED TO
NEW VISION BAPTIST CHURCH OF MURFREESBORO

SHEET
OF

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Schools FY27 Budget Amendment #1

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Consider schools budget amendment #1 to the FY27 General Purpose, Federal Projects, and Nutrition funds.

Staff Recommendation

Approve Resolution 26-R-32 amending the Fiscal Year 2027 (hereafter FY2027) Murfreesboro City Schools Budget (1st Amendment).

Background Information

On August 11th, the Murfreesboro City School Board approved the budget amendment for new revenue of $30,000 for the Preschool Access for All Network Grant.

- The new revenue will be used for classroom materials and supplies. It will also cover the cost of substitute teachers while our Pre-K teachers attend professional development sessions.

On August 25th, the Murfreesboro City School Board approved the budget amendment for $33,924 of new revenue for the VPK Early Childhood Education program.

- The new revenue will be used to cover salaries and benefits for the teachers within the program.

On September 8th, the Murfreesboro City School Board approved $293,184 of new revenue with budget amendments for General Purpose, Federal Projects, and Nutrition funds.

- MCS General Purpose Fund is allocating $44,080 of carryover funds from the Public Safety Grant to purchase additional equipment. Additionally, MCS is receiving additional revenue of $78,060 from the FY27 TN Tutoring Grant to cover salary, benefits, supplies, and materials for the Regular Education program.
- The Federal Projects fund received new revenue of $132,073 for the Title IX – McKinney Vento program to cover salary, benefits, supplies, and contracts. MCS was awarded an additional $30,000 for FY27 for the 21st CCLC Grant for high-quality marks obtained during the state review. These funds will be used

to purchase keyboard and sheet music, robotics and sports equipment, literacy center activities and books for the district. Finally, the Federal Programs received an additional $5,771 for Title III Immigrant Grant for professional development for teachers and staff who serve immigrant students.

- The Nutrition department was awarded the C.R.O.P. Grant from the Rutherford County Soil Conservation District. The $3,200 will be used for new garden beds to educate students on the plant life cycle.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy, and City Council policy.

Fiscal Impact

Recognition of new revenue and corresponding expenditures in the amount of $357,108. This will not affect fund balance.

Attachments

1. Resolution 26-R-32
2. Exhibit A: MCS Budget Amendment #1

Docusign Envelope ID: D6E20E1A-7A45-808A-8237-7844E85B9284

RESOLUTION 26-R-32 amending the Fiscal Year 2027 (hereafter "FY2027") Murfreesboro City Schools Budget (1st Amendment).

WHEREAS, the City Council adopted Resolution 26-R-20 on June 4, 2026 to implement the FY2027 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2027 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2027 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin E. Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Jeffrey L. Peach
1E20C42974A242D...

_____
Jeffrey L. Peach
City Attorney

Murfreesboro City Schools Budget Amendment

Schools Federal Projects Fund 142
Fiscal Year 2026-2027

BOE Approval 8/11/2026
Exhibit A to Resolution 26-R-32 amending the Fiscal Year 2027 (hereafter FY2027) Murfreesboro City Schools Budget (1st Amendment)

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
AALN 3-5		30,000	30,000
Total Increase in Revenues	$ -	$ 30,000	$ 30,000
Expenditures			
AALN 3-5			
Instructional Supplies & Materials		7,910	7,910
Other Supplies & Materials		10,000	10,000
Other Salaries & Wages		3,500	3,500
Social Security		220	220
State Retirement		315	315
Medicare		55	55
Other Supplies & Materials		1,500	1,500
In-Service/Staff Development		6,500	6,500
Total Increase in Expenditures	$ -	$ 30,000	$ 30,000

CHANGE IN FUND BALANCE (CASH) -

MCS has been awarded the Early Childhood Access for All Learning Network grant. This grant focuses on empowering districts to increase opportunities for children ages 3-5 while increasing developmentally appropriate environments and high-quality instruction. This grant will purchase items for classrooms such as fine motor materials, sensory items, art supplies, dress up clothes as well as items for calm corners such as bean bags, kid size furniture and adaptive seating. This grant will purchase items for family engagement to strengthen family capacity to reinforce skill development. Funds will be spent on professional development to build teacher capacity to implement inclusive practices and improve access, participation and support in the General Education classroom for preschool students with disabilities.

Murfreesboro City Schools Budget Amendment

BOE Approval 8/25/2026

General Purpose Schools Fund 141
Fiscal Year 2025-26

Exhibit A to Resolution 26-R-32 amending the Fiscal Year 2027 (hereafter FY2027) Murfreesboro City Schools Budget (1st Amendment)

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
Early Childhood Educdation	1,085,683	1,119,607	33,924
Total Increase in Revenues	$ 1,085,683	$ 1,119,607	$ 33,924
Expenditures			
Teachers	$ 834,513	$ 861,595	$ 27,082
Social Security	51,740	$ 53,419	1,679
Retirement	54,791	$ 60,549	5,758
Life Insurance	2,000	$ 2,895	895
Medical Insurance	124,098	$ 122,878	(1,220)
Dental Insurance	3,420	$ 3,152	(268)
Medicare	12,100	$ 12,493	393
Hybrid Retirement	3,021	$ 2,626	(395)
Total Increase in Expenditure	$ 1,085,683	$ 1,119,607	$ 33,924

CHANGE IN FUND BALANCE (CASH) -

MCS received the corrected FY27 allocation from the Tennessee Department of Education for VPK. The new amount will cover current expenditures in Teachers and related benefits.

Murfreesboro City Schools Budget Amendment

BOE Approval 9/8/2026

General Purpose Schools Fund 141
Fiscal Year 2026-27

Exhibit A to Resolution 26-R-32 amending the Fiscal Year 2027 (hereafter FY2027) Murfreesboro City Schools Budget (1st Amendment)

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
Grants	-	44,080	44,080
Total Increase in Revenues	$ -	$ 44,080	$ 44,080
Expenditures			
Other Equipment	$ 72,000	$ 116,080	$ 44,080
Total Increase in Expenditures	$ 72,000	$ 116,080	$ 44,080

CHANGE IN FUND BALANCE (CASH) -

MCS received Public Safety Grant in FY26 and the remaining balance is allowed to carryover into FY27. The additional funds will be used to purchase additional cameras, radios, and batteries.

Murfreesboro City Schools Budget Amendment

BOE Approval 9/8/2026

General Purpose Schools Fund 141
Fiscal Year 2026-27

Exhibit A to Resolution 26-R-32
amending the Fiscal Year 2027
(hereafter FY2027) Murfreesboro City
Schools Budget (1st Amendment)

Account Description		BUDGET AS PASSED OR PREV AMENDED		AMENDED BUDGET		AMENDMENT INCREASE (DECREASE)
Revenues						
Other State Education Funds		-		78,060		78,060
Total Increase in Revenues	$	-	$	78,060	$	78,060
Expenditures						
Instructional Supplies & Materials	$	1,414,515	$	1,429,515	$	15,000
Other Supplies & Materials		181,340	$	190,810		9,470
Other Salaries & Wages		38,000	$	84,995		46,995
Social Security		194,855	$	197,775		2,920
State Retirement		204,520	$	207,510		2,990
Medicare		45,570	$	46,255		685
Total Increase in Expenditures	$	2,078,800	$	2,156,860	$	78,060

CHANGE IN FUND BALANCE (CASH)

MCS was awarded the FY27 TN Tutoring Grant for $78,060. The new funds will be used for supplies and materials for Regular Education and Regular Education Support for salaries and benefits.

Murfreesboro City Schools Budget Amendment

Schools Federal Projects Fund 142
Fiscal Year 2026-2027

BOE Approval 9/8/2026
Exhibit A to Resolution 26-R-32 amending the Fiscal Year 2027 (hereafter FY2027) Murfreesboro City Schools Budget (1st Amendment)

Title IX McKinney-Vento Grant Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
Title IX McKinney-Vento	0	132,073	132,073
Total Increase in Revenues	$ -	$ 132,073	$ 132,073
Expenditures			
Title IX McKinney-Vento			
Social Workers		3,000	3,000
Social Security		300	300
State Retirement		500	500
Medicare		100	100
Other Charges		7,000	7,000
Other Salaries & Wages		45,000	45,000
Social Security		3,000	3,000
Retirement		5,500	5,500
Life Insurance		200	200
Medical Insurance		13,000	13,000
Dental Insurance		300	300
Medicare		800	800
Communication		1,000	1,000
Travel		2,023	2,023
Other Supplies & Materials		3,000	3,000
In-Service/Staff Development		15,000	15,000
Other Equipment		3,000	3,000
Contracts with Private Agencies		15,000	15,000
Contracts with Parents		10,000	10,000
Contracts with Public Carriers		1,000	1,000
Indirect Cost		3,350	3,350
Total Increase in Expenditures	$ -	$ 132,073	$ 132,073

CHANGE IN FUND BALANCE (CASH) -

These funds will support salary and benefits for the Students in Transition Liaison and three social workers who provide outreach, support and continuity of services for students and families experiencing homelessness during the summer months. Funding will also be used for professional development and to address identified student needs and necessities that remove barriers to enrollment, attendance, and academic success for McKinney-Vento students.

Murfreesboro City Schools Budget Amendment

Schools Federal Projects Fund 142
Fiscal Year 2026-2027

BOE Approval 9/8/2026
Exhibit A to Resolution 26-R-32 amending the Fiscal Year 2027 (hereafter FY2027) Murfreesboro City Schools Budget (1st Amendment)

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
47150		30,000	30,000
Total Increase in Revenues	$ -	$ 30,000	$ 30,000
Expenditures			
21st CCLC			
Instructional Supplies & Materials		29,000	29,000
Indirect Cost		1,000	1,000
Total Increase in Expenditures	$ -	$ 30,000	$ 30,000

CHANGE IN FUND BALANCE (CASH) 30,000

Murfreesboro City Schools received a one-time supplemental Regular Attendee Bonus for serving 80% or more of their regular attendee goal This supplemental funding will be used for allowable grant expenditures such as keyboards and sheet music, Create & DeBug Basic Robotics set, equipment for movement activities, literacy center activities and children's books.

Murfreesboro City Schools Budget Amendment

Schools Federal Projects Fund 142
Fiscal Year 2026-2027

BOE Approval 9/8/2026
Exhibit A to Resolution 26-R-32 amending the Fiscal Year 2027 (hereafter FY2027) Murfreesboro City Schools Budget (1st Amendment)

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
Title III Immigrant	0	5,771	5,771
Total Increase in Revenues	$ -	$ 5,771	$ 5,771
Expenditures			
Title III Immigrant			
Inservice/Staff Development	-	5,581	5,581
Indirect Cost	-	190	190
Total Increase in Expenditures	$ -	$ 5,771	$ 5,771

CHANGE IN FUND BALANCE (CASH) 5,771

Title III Immigrant funds will be used to provide additional professional development such as, but not limited to IMSE for the Morphology Plus training.

Murfreesboro City Schools Budget Amendment

BOE Approval 9/8/2026

Nutrition Fund 143
Fiscal Year 2026-27

Exhibit A to Resolution 26-R-32 amending the Fiscal Year 2027 (hereafter FY2027) Murfreesboro City Schools Budget (1st Amendment)

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
Donations and Gifts	-	3,200	3,200
Total Increase in Revenues	$ -	$ 3,200	$ 3,200
Expenditures			
Instructional Supplies & Materials	$ 50,000	$ 53,200	$ 3,200
Total Increase in Expenditures	$ 50,000	$ 53,200	$ 3,200

CHANGE IN FUND BALANCE (CASH) -

MCS Nutrition department received the C.R.O.P. Grant from the Rutherford County Soil Conservations District. The new money will be used for new garden beds.

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Purchase and Installation Agreement for Replacement of Rogers Park Playground Equipment

Department: Parks and Recreation

Presented by: Nate Williams, Executive Director of Recreation Services

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Purchase and Installation Agreement for Replacement of Rogers Park Playground Equipment.

Staff Recommendation

Approve Purchase and Installation Agreement with Recreational Concepts for Replacement of Rogers Park Playground Equipment.

Background Information

The playground at Rogers Park has reached the end of its useful life. This project will replace the playground within the existing footprint with new Landscape Structures equipment, swings, border timbers, and accessible ramps. Parks and Recreation staff will remove the current playground. The equipment and installation will be purchased through a Sourcewell contract.

Council Priorities Served

Responsible budgeting

Cooperative purchasing through a Sourcewell contract and use of the existing playground footprint will help control project costs.

Fiscal Impact

Total contract amount is $216,544, with funding available through Community Development Block Grant funds.

Attachment

Agreement with Recreational Concepts

Docusign Envelope ID: D00E3550-2551-884F-81EC-2B2E733AD14A

PURCHASE AND INSTALLATION AGREEMENT
FOR
ROGERS PARK PLAYGROUND EQUIPMENT REPLACEMENT

This Purchase and Installation Agreement (this "Agreement") is entered into and effective as of 9/11/2026 (the "Effective Date") by and between the **CITY OF MURFREESBORO,** a municipal corporation of the State of Tennessee ("City") through its Parks and Recreation Department ("MPRD"), and **RECREATIONAL CONCEPTS, LLC.,** a corporation organized under the laws of the State of Tennessee ("Contractor") (City and Contractor are each a "Party" and sometimes collectively referred to as the "Parties") for the purchase and installation of the goods and services agreed upon herein.

This Agreement consists of the following documents:

- **This Agreement;**
- **Sourcewell Contract #101625-LSI with Landscape Structures, Inc. effective through December 17, 2029 (the "Sourcewell Contract");**
- **Recreational Concepts, LLC's (an authorized Landscape Structures, Inc. dealer) Proposal RP0603-01-01 dated June 9, 2026, modified September 10, 2026 ("Contractor's Proposal"); and**
- **Any properly executed amendments to this Agreement.**

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

- **First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority).**
- **Second, this Agreement.**
- **Third, the Sourcewell Contract #101625-LSI (all relevant documents).**
- **Lastly, Contractor's Proposal.**

1. Duties and Responsibilities of Contractor.

a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and to perform the installation services ("Services") as described in the Contractor's Proposal, attached hereto as Exhibit C, for the purchase of playground equipment and installation at Rogers Park located at 1115 Hunt Street, Murfreesboro, TN 37130.

b. Supervision and Superintendence of Work.

1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible for ensuring that the finished work complies accurately with the Agreement documents.

2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at

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the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

c. Labor, Materials, and Equipment.

1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.

2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.

3. The Goods identified in the Scope of Work will be new, except as otherwise provided in the Agreement documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the City from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the City free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the City's payment for the Goods; and that the Goods do not infringe or misappropriate any third Party's patent or other intellectual property rights.

2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant to this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.

3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.

4. The Contractor agrees that all warranties in the Agreement documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any

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loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.

5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.

6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Agreement documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.

2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Agreement documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Agreement documents for the benefit of the City.

4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.

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

g. Use of Premises.

1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Agreement documents, and shall not unreasonably encumber the premises with materials or equipment.

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2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

h. Safety and Protection.

1. Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

   a. All employees on the work and other persons who may be affected thereby,

   b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and

   c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

   Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (b) or (c) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.

i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.

j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Agreement documents.

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k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.

l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Agreement documents shall be absolute. Neither any payment by the City to Contractor under the Agreement documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Agreement documents.

2. **Term.** The term of this Agreement shall be One Hundred Twenty (120) days from the Notice to Proceed. Time is of the essence. If Contractor fails to complete the work within the Term, Contractor shall be liable to the City for any actual damages resulting from such delay. Contractor's services may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City. In such event, the City will compensate the Contractor for work completed, and Contractor will issue a refund to the City for any funds provided in advance that exceed the amount due for completed work.

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. In such event, Contractor shall complete all work-in-progress to a safe stopping point, return all City-furnished materials, and reimburse the City for any additional costs the City incurs to procure replacement goods and services in excess of the remaining unpaid Agreement price.

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 material terms of this Agreement, the City has the right to immediately terminate the Agreement without further notice or opportunity to cure. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor, including but not limited to the City's costs to complete the work using a replacement contractor in excess of the remaining Agreement price.

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's Proposal, which reflects a **total price of two hundred sixteen thousand five hundred and forty-four dollars ($216,544.00), including freight charges and bonding fee.** Any

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compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Agreement and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Facilities Maintenance, Parks and Recreation Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to:
accountspayable@murfreesborotn.gov.

4. **Insurance**. Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must provide an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro and its elected officials, officers, employees, representatives and agents." Contractor must provide the City with not less than thirty (30) days' prior written notice of any cancellation, non-renewal, or material alteration of any required insurance policy and provide written documentation of such change. Certificates of Insurance should be sent to: coi@murfreesborotn.gov. Certificates of Insurance should identify the Project and reference the Agreement date.

5. **Payment and Performance Bonds.** For projects over $100,000, Contractor must furnish a Performance Bond and a Payment Bond each in the amounts of 100% of the Agreement Sum covering the faithful performance and completion of the Agreement and the payment of all obligations arising thereunder. Bonds shall be issued on a form acceptable to the City by a surety licensed in the State of Tennessee. The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Agreement may be awarded to an alternate contractor. The City will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Agreement Sum. The Contractor shall furnish to the City and keep in force during the term of the Agreement, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Agreement and will pay for all labor and materials furnished for the Work. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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

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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 by first-class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	Michelle Hedrick
City of Murfreesboro	Recreational Concepts, Authorized Representative
111 West Vine Street	for Landscape Structures, Inc.
Murfreesboro, TN 37130	P.O. Box 2148
	Cookeville, TN 38502
	michelle@rec-concepts.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 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

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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.

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; provided that the affected Party promptly notifies the other Party in writing of the force majeure event, uses commercially reasonable efforts to mitigate the effects thereof,

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and resumes performance as soon as practicable after the event ceases. If a force majeure event continues for more than thirty (30) days, either Party may terminate this Agreement upon written notice to the other.

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 the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

22. **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, each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of the 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, TENNESSEE

By: _____
Shane McFarland, Mayor

Approved as to form:
Signed by:
Jeffrey L. Peach
1E20C42974A242D...
Jeffrey L. Peach, City Attorney

RECREATIONAL CONCEPTS, LLC

By: Signed by:
Sheila Stewart
AB394BEE860444F...
Sheila Stewart, President
info@rec-concepts.com

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Exhibit A
Insurance Requirements

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

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

1. **Commercial General Liability Insurance.**

   1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than $1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than $1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.

   1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.

   1.3 Each general liability policy must be endorsed or written to:

      a. Include the per project aggregate endorsement;

      b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");

      c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials, or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;

      d. Includes a severability of interest clause; and

      e. Waive all rights of recovery against the Additional Insureds.

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

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3. Auto Liability Insurance

3.1 Commercial auto liability must be carried with a minimum combined single limit of $1,000,000 per occurrence.

3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned, or borrowed vehicles.

3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.

4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.

4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:

a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be $ 1,000,000 per occurrence, and $ 1,000,000 as the annual aggregate limit; and

b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.

c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-

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contributory, and any insurance carried by the Additional Insureds must be excess, tertiary, and non-contributory to the insurance furnished by Contractor and Subcontractor.

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

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

6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;

6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;

6.3 Include the Project per aggregate endorsement;

6.4 Waive all rights of subrogation against the Owner;

6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and

6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. **Certificates and Endorsements**

7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;

7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.

7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its

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Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.

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

10. Condition Precedent to Starting Work

10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;

10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

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

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

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

14. Performance Bond and Payment Bond.

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14.1 The Contractor shall provide surety bonds as follows:

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

14.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

14.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.

14.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

14.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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EXHIBIT B

Required State of Tennessee Third Party Clauses

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

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

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

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request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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.

Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

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.

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

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

The 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.

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."

Required Federal Third-Party Clauses

Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

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Notice to Third Party Participants

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and Parties thereto at any tier.

Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

   a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

   b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex**. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq*. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 *et seq*., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq*., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq*., prohibits discrimination against

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qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third Party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq*., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the

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Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

Disadvantaged Business Enterprise (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

Withholding monthly progress payments;
Assessing sanctions;
Liquidated damages; and/or
Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1). Such DBEs shall have been certified after October 3, 2025.

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Executive Order Addressing DEI Discrimination by Federal Contractors dated March 26, 2026

The contractor or subcontractor shall adhere to the following:

1. *No Racially Discriminatory DEI Activities*. The contractor will not engage in any racially discriminatory DEI activities, as defined in Section 2 of the Executive Order;
2. *Access to Books and Records*. The contractor will furnish all information and reports, including access to books, records and accounts, as required by the contracting agency for purposes of ascertaining compliance;
3. *Actions Pursued for Noncompliance*. In the event of noncompliance by the contractor or a subcontractor, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor *may be declared ineligible for further government contracts*;
4. *Reporting of Subcontractor Conduct*. The contractor will report any subcontractor's *known or reasonably knowable conduct* that may violate the clause to the contracting agency and take any appropriate remedial actions directed by the agency.
5. *Notification of Litigation*. The contractor will inform the contracting agency if a subcontractor sues the contractor and the suit puts at issue, in any way, the validity of this clause; and
6. *FCA Materiality*. The contractor recognizes that compliance with the clause is *material* to the government's payment decisions for purposes of section 3729(b)(4) of the FCA.

No Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a Party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other Party (whether or not a Party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any

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statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

Access to Records and Reports

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third Party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims

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or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 49 U.S.C. § 5325(g) and 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Tax Liability and Recent Felony Convictions

(1) The contractor certifies that it:

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(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

(c) If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

Termination

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The Agency, in its sole discretion, fraud may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies

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against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension, or fails

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to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the Parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of Agency.

Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

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c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Notification to FTA

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a Party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at

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any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Restrictions on Lobbying (applicable if total cost is over $100,000.00)

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

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(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs

(a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding

$150,000; or

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification and a disclosure form, if required, to the next tier above.
(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated

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as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

Clean Air Act and Federal Water Pollution Control Act (applicable if total cost is over $150,000.00)

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act (applicable if total cost is over $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act (applicable if total cost is over $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

Domestic Preference for Procurements

Pursuant to 2 CFR 200.322, the Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11 for Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

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Violation and Breach of Contract

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor, and the Contractor shall abide by the decision.

Performance During Dispute:
Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:
Should either Party to the contract suffer injury or damage to person or property because of any act or omission of the Party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other Party within a reasonable time after the first observance of such injury or damage.

Remedies:
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:
Duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy

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America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13)).

Contract Work Hours and Safety Standards Act (applicable if total cost is over $100,000.00)

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act. (applicable if total cost is over $100,000.00)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one- half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

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respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Davis Bacon Act and Copeland Anti-Kickback Act

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (applicable if total cost is over $100,000.00)

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

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b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act. (applicable if total cost is over $100,000.00)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one- half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor

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withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Seismic Safety

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

Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto, and any other nondiscrimination statute(s) that may apply to the Project.

Special DOL EEO Clause

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant,

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contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

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and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Veterans Hiring Preference

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Bond Requirements (applicable if total cost is over $250,000.00)

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding

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agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested, will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

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If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand- By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the Contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor and the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the Parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the Contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

Cargo Preference Requirements (applicable if transportation by ocean vessel is part of project)

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the

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underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America (applicable if foreign air transportation/travel is part of project)

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

2) "United States" means the 50 States, the District of Columbia, and outlying areas.

3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C.

Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, agencies, and others to use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Conformance with ITS National Architecture (applicable if project is an intelligent transportation system project)

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any

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subsequent amendments to that Act. In addition, the Contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto, and any other nondiscrimination statute(s) that may apply to the Project.

Pre-Award and Post-Delivery Audits of Rolling Stock Purchases (applicable if total cost is over $150,000.00)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Purchase of Roll Out Carts

Department: Solid Waste

Presented by: Russell Gossett, Director of Solid Waste

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the purchase of 2,808 roll out carts from Rehrig Pacific.

Staff Recommendation

Approve the purchase of roll-out carts from Rehrig Pacific Company.

Background Information

Solid Waste Department requires new carts for deliveries and replacements of damaged carts. Last year, Solid Waste delivered 782 new carts, replaced 441 irreparable carts, and sold 242 carts for additional service. Year to date, the department has delivered 329 new carts, replaced 150 damaged carts, and sold 113 for additional services. Rehrig Pacifica Company has provided 96 gallon roll out carts to the City since 2017. These carts are consistent with the quality and reliability the citizens have learned to trust.

Council Priorities Served

Responsible Budgeting

These carts would be purchased under a competitive Omni contract, ensuring the best price per quality cart. The purchase price is $191,278 or $67 per cart.

Fiscal Impact

This purchase of $191,278 is budgeted for the Solid Waste Department FY27 operational budget.

Attachments

1. Rehrig Quote
2. Contract

Agreement for 95 Gallon EG Roll Out Carts

This Agreement is entered into and effective as of _____, 2026 ("Effective Date"), by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **Rehrig Pacific Company,** a Corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This Contract;
- Rehrig Pacific Company Quote Q-2026-01392, dated July 30, 2026 (Exhibit A - "Contractor's Proposal");
- Omnia Contract No. 160963/ RFP-00254, including all amendments; and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, Quote Q-2026-01392, dated July 30, 2026; and,
- Lastly, Omnia Contract No. 160963/ RFP-00254.

1. **Duties and Responsibilities of Contractor.** Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") as described in Contractor's Quote Q-2026-01392 (Exhibit A), dated July 30, 2026, for 2,808 units of 95 Gallon EG Carts -315854, with specifics and artwork as described on the Contractor's Proposal.

2. **Term.** The term of this contract shall be from the effective date first listed above to the expiration of the OMNIA agreement on May 31, 2029. 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 (d) is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
    d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
    e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

a. The price for the goods and other items to be provided under this Agreement is set forth in Rehrig Pacific Company Quote Q-2026-01392, dated July 30, 2026, at $66.68 each for 2,808 roll-out carts and $4,040.00 for freight charges, which reflects **a total purchase price of $191,277.44**. 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 performance is complete.
b. Payment Terms: Net 30 days after receipt of goods.
c. Deliveries of all items shall be made within 30 days of issuance of Purchase Order to City contact: Russell Gossett – Solid Waste Dept. 4765 Florence Rd., Murfreesboro TN 37130; email: rgossett@murfreesborotn.gov – phone: 615-893-3681. Contact person 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 Monday-Friday, 6:00AM-2:00PM. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. 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 Contractor's Quote.
f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and OMNIA contract.

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. **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.

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

2. If the products or services furnished under this 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:

   i. Procure for the City the right to continue using the products or services.

   ii. 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.

   iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

3. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this 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:

Rehrig Pacific Company
Attn: Eric Chambers
900 Corporate Center Dr Suite 600
Monterey Park, CA 91754
echambers@rehrig.com

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. **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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

24. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

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

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

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

REHRIG PACIFIC COMPANY

Signed by:
By: Eric Chambers
8481A0A76BBD419...
Eric Chambers Vice President of Sales – Environmental

APPROVED AS TO FORM:
Signed by:
Jeffrey L. Peach
1E20C42974A242D...
Jeffrey L. Peach, City Attorney

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EXHIBIT A

Rehrig Pacific Company
SINCE 1913

900 Corporate Center Dr, Ste 600
Monterey Park, CA 91754

Quote #: Q-2026-01392
Created On: July 30, 2026
Valid Until: August 29, 2026

Contract #: Omnia 160963/ RFP-00254

Bill-to:

Murfreesboro City Of
4765 Florence Rd
Murfreesboro, TN 37129
US

Account Number: 208053

Ship-to:

Murfreesboro City Of
4765 Florence Rd
Murfreesboro, TN 37129
US

Account Number: 208053

Ship-to Contact:
Russell Gossett
rgossett@murfreesborotn.gov
(615) 893-3681

PRODUCT	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
315854 - 95GEG GARBAGEMCBCITY OF MURFRE	95G Black Cart	2808	$66.68	$187,237.44

Currency:	USD
Estimated Lead Time:	5 weeks from receipt of Purchase Order
Payment Terms:	Net 30
Plant:	Atlanta, GA

Subtotal	$187,237.44
Tax	$0.00
Freight	$4,040.00
Total	**$191,277.44**

TERMS & CONDITIONS:

General terms: Prices may change due to applicable tariffs, duties, taxes, or government-imposed fees beyond our control. If new or increased tariffs, duties, or taxes apply, pricing may be adjusted accordingly. Applicable sales tax will be charged unless a valid tax exemption certificate is received and approved prior to shipment. If not provided in advance, the customer will be responsible for tax payment. Prices do not include freight or applicable taxes unless specifically noted. All quotes are subject to customer credit approval. Lead times are estimates and may vary based on order quantity and shipping location. Vision SaaS is a subscription service. All associated software remains the property of Rehrig Pacific. Rehrig Pacific is not responsible for penalties, liquidated damages, or charges resulting from customer contract obligations. Full terms, conditions, and warranty information will be provided separately.

Presented By:

Elizabeth Stavrat
Account Specialist
customerservice@rehrig.com
+1 770-843-8322

Accepted By:

Signature

Date

PO #

To initiate order, please send signed quote via email to your representative or accept the quote via the link.

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: TDEC ARPA Grant Contract Amendment No. 1

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Amendment No. 1 to Grant Contract 75541 between the City of Murfreesboro and the Tennessee Department of Environment & Conservation (TDEC).

Staff Recommendation

Approval of the contract Amendment No. 1, subject to Legal approval of the contract as to form.

Background Information

The City entered into a contract March 03, 2021, to receive grant money from TDEC for three designated sewer rehabilitation projects (WW_COStd-1, 2 & 3 Construction). The projects have been constructed and are completely closed out, and in order to receive the additional funds being offered, the contract between the City and TDEC must not expire. The current contract ends September 30, 2026, and TDEC has requested an extension in order to offer the City additional grant funding. The original project expenses and grant funding were as shown in the table below:

Project	Final Project Cost	Reimbursed	Required Match (30%)	Additional Cost Paid by MWRD
HOBAS Rehab (WW-COStd-01)	$9,461,269.28	$3,555,906.45		
2023 Rehab (WW-COStd-02)	$6,051,202.80	$2,482,285.04		
2021 Rehab (WW-COStd-03)	$4,077,230.08	$4,077,230.08		
	$19,589,702.16	**$10,115,421.57**	**$3,034,626.47**	**$6,439,654.12**

TDEC proposes to reimburse the City of Murfreesboro Water Resources Department (Department) an additional $4,953,580 with a required additional match of $1,486,074. The required match has already been paid by MWRD. This Amendment would bring the total grant funds to $15,069,002 and extend the contract to November 13, 2026.

Council Priorities Served

Responsible budgeting

LJA, the engineer of record, knowing there were additional funds available through TDEC reached out on behalf of the City and Department. The grant management assistance by LJA has proven to be invaluable to the City and Department.

Fiscal Impact

The City will receive an additional $4,953,580 grant from TDEC.

Attachments

Draft TDEC Grant Amendment

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
32701-04979	75541	75541	1

Contractor Legal Entity Name	Edison Vendor ID
City of Murfreesboro	0000004110

Amendment Purpose & Effect(s)

Increase to the Total Grant Contract Amount, corresponding Maximum Liability, and Grant Budget as identified in Attachment A of the Grant contract.

Change to the Grant Contract's end date as identified in Attachment B of the Grant contract.

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 11/13/2026

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$4,953,580.09**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	0.00	$15,069,001.66	0.00	0.00	$15,069,001.66
2022	0.00	0.00	0.00	0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00	0.00
2025	0.00	0.00	0.00	0.00	0.00
2026	0.00	0.00	0.00	0.00	0.00
2027	0.00	0.00	0.00	0.00	0.00
TOTAL:	**0.00**	**$15,069,001.66**	**0.00**	**0.00**	**$15,069,001.66**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

Speed Chart (optional)	Account Code (optional)
EN00021220/32734	

AMENDMENT 1
OF GRANT CONTRACT 75541 (CITY OF MURFREESBORO)

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

1. Grant Contract Attachment A is deleted in its entirety and replaced with the new Attachment A attached hereto.

2. Grant Contract Attachment B is deleted in its entirety and replaced with the new Attachment B attached hereto.

3. Section C.1. Maximum Liability is hereby deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Million Sixty-Nine Thousand One Dollars and Sixty-Six Cents ($15,069,001.66) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment A is the maximum amount due to 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.

4. Grant Contract Sections D. 19 and D. 20 are hereby deleted and replaced with the following:

   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).

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

ATTACHMENT A

Page 1

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
	BEGIN: 3/3/2021		**END: 9/30/2026**	
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE MATCH**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	$15,069,001.66	$4,520,700.50	$19,589,702.16
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	0.00	0.00	0.00
	GRAND TOTAL	**$15,069,001.66**	**$4,520,700.50**	**$19,589,702.16**

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
WW-COStd-1 Construction	$6,744,583.24
WW-COStd-2 Construction	$4,247,188.34
WW-COStd-3 Construction	$4,077,230.08
TOTAL	$15,069,001.66

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	City of Murfreesboro
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027
Grant contract's begin date	March 03, 2021
Grant contract's end date	November 13, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Final Change Order for the Blackman/Manson/Burnt Knob Intersection Project

Department: Engineering

Presented by: Michele Emerson, City Engineer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the final change order to reflect the actual work performed and adjusting the final contract amount.

Staff Recommendation

Approve the final change order with Hawkins and Price, LLC.

Background Information

The Blackman/Manson/Burnt Knob intersection improvements included widening each approach to add left turns, right turns, and through lanes, along with the installation of traffic and pedestrian signals.

Hawkins and Price submitted a low bid in the amount of $4,865,978 and was awarded the contract in January 2025. During construction, it was determined that the project required more quantities from several items than originally specified. The change order amounted to a $61,586 increase, which is within staff's goal of staying within 5% of the original contract amount. A detailed list of the increased amounts is included in the Final Change Order.

Council Priorities Served

Expand infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The final adjustment to actual quantities used, increase the contract amount of $61,586, adjusting the contract price from $4,865,978 to $4,927,564. The funds for this project were allocated within the FY26 CIP budget.

Attachments

Blackman/Burnt Knob/Manson Project Final Change Order.

Request for Construction Change
Change Order Request # 1

Project Title:	Burnt Knob Road/Manson Pike at Blackman Road Intersection Improvements
Owner:	City of Murfreesboro
Address:	111 West Vine Street Murfreesboro, TN 37130
County:	Rutherford

Whereas, we Hawkins and Price, LLC, entered into a contract with the City of Murfreesboro, on January 16, 2025, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

Reason For Change Order:
This is a final adjusting change order to document all quantity overruns for items installed in the field as needed to complete the project that were greater than the estimated bid quantities, as well as underruns for items not used or that the quantity installed was less than the bid quantity.

Change Order Details:
See Change Order details on the following pages.

Item No.	Description of Work	Unit	Bid Quantity	Unit Price	Quantity Installed	Net Change
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	14760	$ 18.00	15424	$ 11,952.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	3527	$ 25.60	2821	$ (18,073.60)
203-05	UNDERCUTTING	CY	2000	$ 77.30	2198.65	$ 15,355.65
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	LF	1050	$ 5.90	870	$ (1,062.00)
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	LF	8800	$ 2.25	6439	$ (5,312.25)
209-08.07	ROCK CHECK DAM (V-DITCH)	EA	24	$ 560.00	15	$ (5,040.00)
209-08.08	ENHANCED ROCK CHECK DAM	EA	4	$ 910.00	0	$ (3,640.00)
209-9.43	CURB INLET PROTECTION (TYPE 4)	EA	6	$ 200.00	0	$ (1,200.00)
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EA	1	$ 200.00	0	$ (200.00)
209-40.46	CATCH BASIN FILTER ASSEMBLY (TYPE 6)	EA	3	$ 600.00	0	$ (1,800.00)
209-40.47	CATCH BASIN FILTER ASSEMBLY (TYPE 7)	EA	1	$ 600.00	0	$ (600.00)
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TN	15500	$ 22.70	10013.78	$ (124,537.19)
303-10.01	MINERAL AGGREGATE (SIZE 57)	TN	20	$ 46.20	0	$ (924.00)
307-01.21	ASP. CONC. MIX (PG70-22) (BPMB-HM) GR. A-S	TN	3300	$ 112.00	3579.86	$ 31,344.32
307-02.01	ASPHALT CONCRETE MX (PG70-22)(BPMB-HM GRADING A	TN	4200	$ 113.50	3166.7	$ (117,279.54)
307-02.07	ASPHALT CONCRETE MX (PG70-22)(BPMB-HM) GRADING B-M	TN	2800	$ 115.50	3603.55	$ 92,810.03
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TN	36	$ 1,300.00	26.92	$ (11,804.00)
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TN	130	$ 150.00	0	$ (19,500.00)
407-20.05	SAW CUTTING ASPHALT PAVEMENT	LF	2375	$ 5.00	2279	$ (480.00)
411.02.10	ACS MIX(PG70-22) GRADING D	TN	2725	$ 142.50	3929.38	$ 171,624.15
415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TN	715	$ 38.75	197.67	$ (20,046.54)
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	LF	330	$ 120.00	272	$ (6,960.00)
701-01.01	CONCRETE SIDEWALK (4")	SF	3775	$ 7.80	3933	$ 1,232.40
701-02.03	CURB RAMP	SF	800	$ 25.50	798	$ (51.00)
701-03	CONCRETE MEDIAN PAVEMENT	CY	56	$ 750.00	52.55	$ (2,587.50)
702-01	CONCRETE CURB	CY	90	$ 1,000.00	132.42	$ 42,420.00
702-03	CONCRETE COMBINED CURB & GUTTER	CY	62	$ 550.00	69.6	$ 4,180.00
705-06.01	W BEAM GR (TYPE 2) MASH TL-3	LF	975	$ 47.00	1050	$ 3,525.00
709-05.05	MACHINED RIPRAP (CLASS A-3)	TN	3700	$ 46.00	3418.91	$ (12,930.14)
709-05.06	MACHINED RIPRAP (CLASS A-1)	TN	115	$ 45.00	0	$ (5,175.00)
712-06	SIGNS (CONSTRUCTION)	SF	181	$ 11.00	389	$ 2,288.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	LF	38	$ 6.70	48	$ 67.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB	645	$ 5.75	564.64	$ (462.07)

Item No.	Description of Work	Unit	Bid Quantity	Unit Price	Quantity Installed	Net Change
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	SF	110	$ 13.40	102.57	$ (99.56)
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	SY	370	$ 33.00	180.22	$ (6,262.74)
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	190	$ 22.00	231	$ 902.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EA	21	$ 220.00	24	$ 660.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	LF	910	$ 2.80	1737	$ 2,315.60
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	LF	308	$ 44.50	355	$ 2,091.50
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	LM	0.379	$ 11,200.00	0.867	$ 5,465.60
716-04.14	PLASTIC PAVEMENT MARKING (LANE REDUCTION ARROW)	EA	8	$ 400.00	0	$ (3,200.00)
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	LM	7.760	$ 2,800.00	9.955	$ 6,146.00
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	LF	250	$ 16.75	216	$ (569.50)
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	LF	17800	$ 1.10	14570	$ (3,553.00)
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EA	3	$ 111.00	13	$ 1,110.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	LM	4.204	$ 8,900.00	5.136	$ 8,294.80
730-08.01	SIGNAL CABLE - 3 CONDUCTOR	LF	810	$ 2.20	1970	$ 2,552.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	LF	4160	$ 2.50	1830	$ (5,825.00)
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	LF	1760	$ 2.80	2130	$ 1,036.00
730-09.20	SPAN WIRE ASSEMBLY	LF	580	$ 2.20	600	$ 44.00
730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	LF	280	$ 28.00	580	$ 8,400.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	SY	620	$ 3.25	0	$ (2,015.00)
740-10.04	GEOTEXTILE (TYPE 4) EROSION CONTROL)	SY	5500	$ 3.65	0	$ (20,075.00)
801-02	SEEDING (WITHOUT MULCH)	UN	135	$ 35.00	0	$ (4,725.00)
801-03	WATER (SEEDING AND SODDING)	MG	120	$ 111.00	118.1	$ (210.90)
803-01	SODDING (NEW SOD)	SY	10100	$ 7.80	9184	$ (7,144.80)
805-12.01	EROSION CONTROL BLANKET (TYPE I)	SY	12600	$ 1.10	18700	$ 6,710.00
805-12.02	EROSION CONTROL BLANKET (TYPE II)	SY	1725	$ 1.10	0	$ (1,897.50)
1	12" Class 350 DIP Water Main	LF	510	$ 165.00	654	$ 23,760.00
2	16" Class 350 DIP Water Main	LF	240	$ 223.00	248	$ 1,784.00
3	20" Class 350 DIP Water Main	LF	160	$ 295.00	164	$ 1,180.00
4	1" PEXa Service Pipe	LF	960	$ 15.00	681	$ (4,185.00)
5	5/8" Water Service Meter Assembly	EA	7	$ 1,880.00	11	$ 7,520.00
6	3" Service Casing Pipe	LF	950	$ 53.00	487	$ (24,539.00)
7	DI AWWA C153 DI MJ Fittings	LB	4000	$ 8.00	4327	$ 2,616.00
9	12" DI MJ Retainer Gland	EA	14	$ 213.00	35	$ 4,473.00
11	16" DI MJ Retainer Gland	EA	10	$ 370.00	12	$ 740.00

Item No.	Description of Work	Unit	Bid Quantity	Unit Price	Quantity Installed	Net Change
19	Reverse Kicker Assembly	EA	1	$ 8,500.00	3	$ 17,000.00
21	Adjust Valve Box Assembly to Proposed Grade	EA	5	$ 780.00	4	$ (780.00)
26	6" DIP	LF	0	$ 88.00	18	$ 1,584.00
27	12" GATE VALVE	EA	0	$ 4,600.00	1	$ 4,600.00
28	6" GATE VALVE	EA	0	$ 1,450.00	1	$ 1,450.00
29	HYDRANT RISER	EA	0	$ 1,300.00	2	$ 2,600.00
30	2" BLOWOFF VALVE ASSEMBLY	EA	0	$ 2,900.00	5	$ 14,500.00
					TOTAL	**$ 61,586.21**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $4,865,978.05____	Original Contract Times: Notice to Proceed: __February 7, 2025____ Completion Date: __ September 5, 2025 _
Net Increase or Decrease of this Change Order: $61,586.21_____	Net Increase or Decrease of this Change Order: Notice to Proceed: __N/A_____ Completion Date: __86 Days_____
Contract Price with all Change Orders: $4,927,564.26____	Contract Times with all Change Orders: Notice to Proceed: __February 7, 2025____ Completion Date: __ November 30, 2025 _

Therefore, We, Hawkins and Price, LLC, Contractor, herby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with the specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

Engineer

City Engineer

__2/6/2026_____

Date

09-10-26

Date

ACCEPTED BY:

Ryan Cary, VP of Operations

Contractor

7/21/26

Date

APPROVED BY:

Mayor

Date

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Task Order No. 1 with ELI LLC for Broad and S Church Street Intersection and Signal Improvements

Department: Engineering

Presented by: Matt Fasig, Assistant City Engineer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Task Order No. 1 for roadway and signal improvements at Broad Street and South Church Street.

Staff Recommendation

Approve Task Order No. 01 with Energy Land & Infrastructure, LLC for the Broad Street and South Church Street intersection improvements, pending legal approval.

Background Information

Staff requested a proposal from Energy Land & Infrastructure, LLC for the survey and design of roadway and signal improvements at Broad Street and South Church Street.

The proposed project includes widening and reconstruction to add turn lanes, replacement of the existing traffic signal with a mast-arm signal, signal and fiber improvements, and pedestrian improvements. The contract also includes utility coordination and design, right-of-way and construction plans, permitting, and bid-phase services.

Council Priorities Served

Expand Infrastructure

The project will improve intersection operations and provide roadway, signal, utility, and pedestrian improvements at Broad Street and South Church Street.

Fiscal Impact

The estimated cost of these professional services is $166,400, which is funded from the FY22 CIP.

Attachments

Task Order No. 01 from Energy Land & Infrastructure, LLC.

TASK ORDER NO. 01

This is Task Order No. **01**, consisting of 11 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **June 27, 2025**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	_____
b.	Owner:	**City of Murfreesboro**
c.	Engineer:	**Energy Land & Infrastructure, LLC**
d.	Specific Project (title)	**Broad St. Intersection at S. Church St.**
e.	Specific Project (description):	**Roadway and Signal Improvements at the Intersection of Broad Street and S. Church Street**
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	**N/A**

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	**Broad St. Intersection at S. Church St.**
Type and Size of Facility:	The existing facility is a multi-lane, four-way, signalized intersection.
Description of Improvements:	Roadway and Signal Improvements at the Intersection of Broad Street and S. Church Street. The work includes widening to add right and left-turn lanes, related signal and fiber improvements, and pedestrian improvements.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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Expected Construction Start:	2027
Prior Studies, Reports, Plans:	Concept layout by SEC, Inc. as included in the Keystone Development Schematic Design Plans and in the Development Agreement between the City of Murfreesboro and Keystone
Facility Location(s):	The intersection of Broad Street and S. Church Street
Current Specific Project Budget:	
Funding Sources:	
Known Design Standards:	City of Murfreesboro and TDOT
Known Specific Project Limitations:	The intersection is a TDOT roadway with Broad Street (S.R.-1, US-41) and S. Church Street (S.R.-10, US-231)
Specific Project Assumptions:	See scope information
Other Pertinent Information:	

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are as follows:

The Scope of Basic Services includes design of Intersection Improvements at the intersection of Broad Street and South Church Street. The improvements include widening, reconstruction, signals, milling and overlay, and restriping, and related improvements. The improvements are shown on Exhibit D in the Development Agreement for the Keystone Development, and as described in Exhibit D-1. The extents for this project include the improvements at the intersection of Broad Street and South Church Street, and excludes the improvements at N.W. Broad Street and W. Vine Street/S. Front Street (see Attachment A, which is a markup of the Keystone Redevelopment Exhibit D).

The extent of the project includes design of the following items (taken from the Development Agreement Exhibit D-1):

- Widening and reconstruction of South Church Street between NW Broad Street and Sevier Street to add a right-turn lane and sidewalks including utility work.
- Eastbound right-turn lane and three (3) through lanes on NW Broad Street at intersection with South Church Street
- Addition of westbound shared through/right-turn lane on SE Broad Street at intersection with South Church Street.

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- Milling and overlaying and restriping of westbound lanes of SE Broad Street to incorporate dual left-turn lanes.
- Permanent signal replacement at the intersection of Broad Street and South Church Street. The new signals will replace the existing span wire signal arrangement with a mast arm configuration.
- Milling and overlaying and restriping of northbound lanes of South Church Street to lengthen left turn lanes as well as add sidewalks on east side of roadway to fill gaps

The roadway improvements are also to include pedestrian improvements at the intersection, with concrete islands to provide pedestrian refuge areas. See Attachment B for the Crosswalk Exhibit showing the concept layout for the concrete islands.

This project area has several development projects in planning, design, or construction. Engineer will coordinate with the Town Creek Daylighting project, the Keystone Redevelopment project, and the Broad Street Pedestrian Bridge project. The future SE Broad widening project is east of the limits of this project, and does not overlap.

Assumptions for the design:

- New lanes will be 11ft wide, and existing lanes will remain at current widths.
- Maximum lane shift across an intersection will be ½ lane
- Phasing of the construction was included in projections in the Keystone Development Agreement, but the design plans will be one set.

More specifically, the work for the Engineer will be subdivided into the following **Scope Items**:

1. Survey

1.1 Roadway Database Survey

Engineer will perform a roadway database survey for engineering design and right-of-way acquisition for the project limits. The digital terrain model (DTM) width will be 150' centered on the roadway. Engineer will employ traditional field-run ground survey methods to collect topographic and roadway features. Evidence of sub-surface utilities such valve boxes, manholes, pull boxes, meters, cabinets, and vaults along with any painted, flagged, or otherwise marked evidence of buried utility line locations as provided by TN811 or other owner provided utility locates will be collected. No quality level "A" or quality level "B" S.U.E. will be included under this scope of services. Right of way lines will be resolved throughout the survey limits along with the resolution of approximately 18 adjoining property tracts. Deliverables will include planimetrics, contours, and a digital terrain model. CAD deliverables will be in Bentley OpenRoads Designer (ORD) format per TDOT CADD standards. The utility model will be excluded from the delivery.

1.2 Right-of-Way and Easement Acquisition Staking

Staking of the proposed right-of-way and/or easement acquisition parcels is **excluded** from the BASIC Services of the Engineer. These services can be added

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to this Agreement in accordance with the terms included herein and approval and execution of a completed Amendment to this Agreement.

1.3 Right-of-Way and Easement Acquisition Parcel Exhibits and Descriptions

Right-of-way and Easement Acquisition Exhibits and Descriptions for the affected parcels are **excluded** from these BASIC Services of the Engineer. ROW acquisition is expected for the new and modified turn lanes (multiple tracts). These services can be added to this Agreement in accordance with the terms included herein and approval and execution of a completed Amendment to this Agreement.

2. Scope Item 2: Roadway Design

Engineer will prepare Roadway Design Plans in accordance with TDOT's Roadway Design Guidelines and current City of Murfreesboro roadway design standards. The Roadway Design Plans will be prepared to generally conform to TDOT's current MicroStation and ORD CAD standards and will be delivered in two phases including Right-of-way Plans and Construction Plans more particularly described as follows:

2.1 Right-of-Way Plans

Engineer will submit Right-of-Way Plans (Electronic PDF Copy) to the Owner for review and comment. Engineer will meet with City staff to discuss their comments. Following this review meeting, Engineer will revise the plans based on the comments received and direction from the review meeting. Engineer will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

2.2 Preliminary Engineer's Opinion of Probable Construction Costs

Engineer will prepare a limited opinion of the probable construction cost of the proposed improvements. Given broad variability in factors that impact construction cost, Engineer can only provide limited information based on recent historical cost of similar facilities constructed in the project area. Opinions made based on experience and judgment do not guarantee that proposals, bids or actual costs will not vary from their opinions of cost. Engineer may apply contingency at an amount desired by the Owner to opinions for probable cost.

2.3 Construction Plans:

Following Owner concurrence and acceptance of the Right-of-Way Plans, Engineer will begin preparation of the Construction Plans.

2.3.1 Final Engineer's Opinion of Probable Construction Cost

Engineer will prepare a limited opinion of the probable construction cost of the proposed improvements. Given broad variability in factors that impact construction cost, Engineer can only provide limited information based on recent historical cost of similar facilities constructed in the project area. Opinions made based on experience and judgment do not

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guarantee that proposals, bids or actual costs will not vary from their opinions of cost. Engineer may apply contingency at an amount desired by the Owner to opinions for probable cost.

2.3.2 Construction Plans Submittal and Review

Engineer will submit Construction Plans (Electronic PDF Copy) to the Owner for review and comment. Engineer will meet with City staff to discuss their comments. Following this review meeting, Engineer will revise the plans based on the comments received and direction from the review meeting. Engineer will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting. The final Construction Plans will be signed and sealed by a State of Tennessee Licensed Professional Engineer.

3. Utility Coordination, Deconfliction and Design

3.1 Preliminary Utility Coordination

3.1.1 Early Notification

Upon receiving Project notice to proceed, Engineer will provide a notification to the potentially affected utility owners along the project corridor. The notification to each utility owner will consist of a project map and a letter requesting that the utility company review the project map to determine if they own facilities within the project limits. The letter will request a written response from each utility.

3.1.2 ROW Plan Distribution

Upon completion of ROW Plans, Engineer will distribute said plans to the identified utility owners within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project on their existing facilities. The letter will request preliminary relocation plans from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the Preliminary plans.

3.1.3 Utility Coordination Meeting

Engineer will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential relocations within the project limits. Engineer will document the discussions and decisions made during the meeting and distribute a copy to the meeting attendees. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their facilities.

3.2 Final Utility Coordination

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3.2.1 Right-of-Way Plan Distribution

Upon completion of Right-of-Way Plan preparation, Engineer will distribute the approved Right-of-Way Plans to utility owners identified in task 3.1 above. The submittal to each utility owner will consist of an electronic set of plan drawings, information detailing any design changes made during Right-of-Way design, and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities and prepare final utility relocation plans.

3.2.2 Final Plans Review Meeting

During the Construction Plans final design phase, if there are any changes made to the proposed design plans that will impact final utility relocation plans, Engineer will submit the revised plans to the utility owners. Utility companies will also be invited to attend the Construction Plans review meeting. .

3.3 Utility Design

Utility owners are expected to design, provide plans for, and construct their respective utility relocations if required.

In preparation for the proposed Keystone project, water and sewer improvements are required within the roadway of S. Church Street and NW Broad Street. These improvements are shown on the Schematic Design Plans by SEC, Inc. Engineer will design the water and sewer improvements and include them in the plans. Engineer will coordinate with MWRD for the design. Any submittal or review fees will be the responsibility of the Owner.

4. Signal Design

Signal design work will be performed by subconsultant Kimley-Horn and Associates, Inc. (Kimley-Horn).

4.1. Preliminary Traffic Signal Design will consist of the following items:

- Design of one (1) new eight-phase mast-arm traffic signal with accessible pedestrian signals,
- Traffic signal controller to be Econolite ATC with a NEMA TS2-Type 1 base-mounted cabinet,
- Electrical service connection with Middle Tennessee Electric,
- Communications connection via relocation of existing interconnect along the corridor along with Ethernet network switch compatible with existing City communications equipment,
- Vehicle detection (dual fisheye / radar detection consistent with City of Murfreesboro standards),
- Cellular Vehicle-to-Everything (C-V2X) units,
- Supplemental signal heads, if deemed necessary based on sight distance considerations from the proposed pedestrian bridge project by others.

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4.2 Final Signal Design

Following review of the preliminary signal plans, Kimley-Horn will prepare final traffic signal design plans based on feedback from the preliminary design review, the current Tennessee Department of Transportation (TDOT) Traffic Design Manual, the current TDOT Roadway Standard Design Drawings, and City of Murfreesboro preferences.

5. Permitting

5.1 Stormwater Permits

The expected limits of disturbance for full-depth roadway widening and sidewalks will be approximately 0.6 acres. Therefore, a state stormwater permit Notice of Coverage (NOC) is not expected. Should the extents change or other factors result in a requirement for an NOC, that work may be provided as additional services.

Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDEC, USACE, or any other agency, those permits can be provided by Engineer in accordance with Additional Services clause of this Agreement.

5.2 Right-of-way (ROW) Permits

Engineer will assist in obtaining local Murfreesboro ROW permits as required of the Contractor. Engineer will also assist with TDOT permitting for the construction within the state ROW. The Owner will apply for the TDOT ROW permit as provided in the Main Agreement 2.04.D.1.

Engineer cannot guarantee the approval of any required permits.

6. Bid Phase Services

6.1 Proposal Contract (Bid Book) Preparation:

Engineer will prepare a proposal contract in accordance with TDOT and Owner standards. Engineer will prepare technical specifications for those items that are not covered by TDOT or City of Murfreesboro specifications. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, specifications, required special provisions, and an 11" x 17" plan set. The proposal contract will be submitted to the City of Murfreesboro for approval. Upon authorization from the City, ELI will complete the Proposal Contract document for the project and will print and deliver 10 bound copies of the plans and Proposal Contract to the City.

6.2 Bid Assistance:

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Engineer will assist the City Purchasing Department with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. The City will be responsible for advertising the bid. Engineer will respond to questions that arise during the bidding process and issue statements of clarification or assist with bid addenda as appropriate. Engineer will be present for the bid opening and meet with the City following the bid opening to assist with bid review. In addition, Engineer will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with City Policy of Construction Contracts. Engineer will prepare a written summary of this tabulation and evaluation. Engineer will submit the bid tabulation and other required documentation to the City seeking review and approval to award the contract to the lowest responsive bidder.

6.3 Deliverables:

- Draft Proposal Contract (one electronic copy in Adobe PDF format) to the Owner
- Final Proposal Contract (one electronic copy in Adobe PDF format) to the Owner
- Plans Package and Proposal Contract (pdf for Owner's Purchasing Dept.)
- Responses to bidder questions (one electronic copy in Adobe PDF format)
- Bid tabulation and summary with recommendation of lowest responsive bidder submittal to the Owner (one electronic copy in Adobe PDF format)

7. Construction Engineering & Inspection Services

All Construction Administration, Construction Engineering, and Inspection Services are **excluded** from this Agreement until such time the Owner chooses to issue an Amendment to this Agreement to include the performance of said services. Construction Engineering & Inspection Services can be added to this Agreement in accordance with the terms included herein and approval and execution of a completed Amendment to this Agreement.

[End of Scope Descriptions]

B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

C. Resident Project Representative (RPR) Services:

1. [Not included in scope of services].

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be

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compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with timeline for Milestones in Part 6. Task Order Schedule. Deliverables are planned for the following milestones:

1. ROW Plans
2. Construction Plans
3. Bid Phase Documents

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

Owner shall have those responsibilities set forth in Article 2 of the Main Agreement.

6. TASK ORDER SCHEDULE

Work shall begin upon receipt of the approved and signed Task Order 01. Timelines for the primary milestones are planned as follows:

Survey	30 days
ROW Plans	90 Days
ROW Plan Reviews	15 Days
Construction Plans	60 Days
Construction Plan Reviews	15 Days
Final Construction Plans	15 Days

7. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

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Description of Service	Amount	Basis of Compensation
3.A.1. Survey	$**21,500**	Hourly
3.A.2. Roadway Design	$**70,300**	Hourly
3.A.3. Utility Coordination, Deconfliction and Design	$**17,800**	Hourly
3.A.4. Signal Design	$**33,000**	Lump Sum
3.A.5. Permitting	$**8,800**	Hourly
3.A.6. Bid Phase Services	$**15,000**	Hourly
TOTAL ESTIMATED COMPENSATION	**$166,400**	
3.D. Additional Services under Section 3.D above	(N/A)	Hourly

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **Traffic Signals:** **Kimley-Horn and Associates, Inc.** (Kimley-Horn)

Project Manager: Chase Fuquay, PE

9. EXHIBITS AND ATTACHMENTS:

Exhibit A to Task Order - Project Extents

Exhibit B to Task Order - Crosswalk Exhibit

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

City of Murfreesboro, Tennessee
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Jim Kerr
(typed or printed)

Title: Transportation Director
(typed or printed)

DESIGNATED REPRESENTATIVE FOR TASK

Name: Jim Kerr
(typed or printed)

Title: Transportation Director
(typed or printed)

Address:

111 West Vine Street

Murfreesboro, TN 37130

Phone: (615) 893-6441

Email: jkerr@murfreesborotn.gov

ENGINEER:

Energy Land and Infrastructure, LLC
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Timothy L. Haggard, PE, RLS
(typed or printed)

Title: Associate Vice President
(typed or printed)

DESIGNATED REPRESENTATIVE FOR TASK

Name: John Gordon, PE
(typed or printed)

Title: Senior Engineer
(typed or printed)

Address:

745 S. Church Street, Suite 801

Murfreesboro, TN 37130

Phone: (615) 878-3334

Email: john.gordon@eli-llc.com

APPROVED AS TO FORM:

_____

Jeffrey Peach, City Attorney

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COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title: Professional Services Contract – Front/Vine Street Realignment

Department: Engineering

Presented by: Matt Fasig, Assistant City Engineer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Professional Services Contract for the Front Street and Vine Street Realignment at NW Broad Street.

Staff Recommendation

Approve contract with Kimley-Horn and Associates, Inc. for the Front Street and Vine Street Realignment at NW Broad Street project, pending legal approval.

Background Information

Staff requested a proposal from Kimley-Horn and Associates, Inc. for the preliminary and final design of improvements to Front Street and Vine Street at NW Broad Street.

The proposed project will realign Front Street and Vine Street and add a traffic signal to improve intersection geometry at NW Broad Street. The project also includes access management improvements, right-of-way design and acquisition support, utility coordination, roadway lighting, and final design and bid-phase services. Conceptual exhibits of the proposed improvements are included in the proposal for review.

Council Priorities Served

Expand Infrastructure

The project will improve intersection geometry and provide roadway, signal, access management, and pedestrian improvements at Front Street and Vine Street at NW Broad Street.

Fiscal Impact

The estimated cost of these professional services is $358,400 which is funded from FY22 CIP and MED proceeds.

Attachments

Task Order 188073208 from Kimley-Horn and Associates, Inc.

INDIVIDUAL PROJECT ORDER NUMBER 118073208

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Murfreesboro, Tennessee (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated May 26, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: Front Street and Vine Street Realignment at NW Broad Street
KH Project Manager: Brady Yarbrough, PE
Project Number: 118073208

Specific Scope of Services:

Project Understanding
Kimley-Horn understands that the City of Murfreesboro is seeking to improve the intersection of Front Street and Vine Street at NW Broad Street (US-41 / SR-01). The project will consist of the addition of a signal and realignment of Front Street and Vine Street to improve intersection geometry at NW Broad Street as shown in Figures 2 and 3 (conceptual exhibits created by others). In addition to the intersection modifications, access management will be evaluated surrounding the intersection, consisting of a right-in / right-out channelizing island at Front Street north of NW Broad Street, a median along NW Broad Street, and a right turn lane from NW Broad Street to Front Street. The project is also anticipated to require coordination with utility owners and the relocation of existing fiber infrastructure that may be impacted by the proposed roadway and signal improvements.

Task 1 – Project Management
This task will consist of the following project management activities:

- Project Coordination – coordination with the City to provide updates, coordinate project reviews, and other activities to help the City keep the project stakeholders generally informed of the progress of the project. This consists of already scheduled monthly check-in meetings to provide progress updates to the City. Assumed maximum eighteen (18) month project duration.
- Project Kick-off Meeting – consists of scheduling, setting the agenda, and producing meeting minutes for two (2) project kick-off meetings. One (1) each with the City and with TDOT.
- Plans Review Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to two (2) plan review meetings at project milestones (60% and 90% design plans).
- Project Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to ten (10) additional project meetings as needed throughout the project.
- Project Administration – administrative and accounting activities related to the day-to-day management of the project.

Task 1 Kimley-Horn Deliverables:

1. Agendas and meeting minutes for each meeting referenced above (electronic copy, PDF format)

Task 2 – Existing Conditions Survey

Task 2.1 – Field Survey

Through the use of a sub-consultant, an engineering design survey will be completed for the limits of the project as depicted in Figure 1A. This will include approximately 650 feet along Broad Street, 650 feet along S. Front Street (south), 550 feet along W. Vine Street, 100 feet along S. Walnut Street, and 190 feet along S. Front Street (north).

Project control will be set throughout the limits and will consist of two (2) pairs of control points.

A combination of traditional ground survey methods along with mobile and aerial LiDAR will be used to collect topographic and roadway features. Field survey services will be used to collect aboveground utilities and storm and sanitary inverts.

Underground utilities will rely on a standard 811 request.

The right-of-way will be resolved throughout the project limits along with the resolution of three (3) property tracts. See Figure 1B for tract count.

Deliverables will be in Bentley OpenRoads Designer (ORD) formats (50 scale) per TDOT CADD standards.

Task 2.2 – Data Collection

Kimley-Horn will perform up to two (2) site visits to review the existing conditions along the corridor, check the field survey deliverable, and collect digital photography to assist with design efforts in later tasks.

Task 2 Kimley-Horn Deliverables:

1. Survey CADD files (electronic copy, Bentley ORD .dgn format)
2. Right-of-Way Acquisition table (electronic copy, Microsoft excel format)

Task 3 – Traffic Engineering Design Services

Task 3.1 – 60 Percent Traffic Engineering Design Services

For 60 percent design plans, the traffic engineering design efforts will consist of the placement of the needed signal infrastructure (signal poles, cabinets, conduit / pull boxes) within the project limits and incorporate conduit sizing and signal cable wiring. Additional detail referencing traffic and pedestrian signal heads and signing will be added to the design, yet general / construction notes will not be developed. City Fiber relocation will be designed during this phase. It is anticipated that the City's fiber will be relocated from the north side of NW Broad Street and placed into the Middle Tennessee Electric (MTE) duct bank as constructed during the Towns Creek Daylighting project. If the MTE duct bank is to be extended it will be designed using details provided by MTE.

Kimley-Horn anticipates the traffic signal design will consist of the following items:

- Design of one (1) new sixteen-phase capable mast-arm traffic signal with accessible pedestrian signals,
- One (1) Econolite ATC traffic signal controller with a NEMA TS2-Type 1 base-mounted cabinet
- Electrical service connection with Middle Tennessee Electric
- Communications connection via relocation of existing interconnect along the corridor along with Ethernet network switch compatible with existing City communications equipment,
- Vehicle detection (dual fisheye / radar detection consistent with City of Murfreesboro standards),
- Cellular Vehicle-to-Everything (C-V2X) unit,

- Flashing yellow arrow left-turn phasing

Traffic engineering design elements will be based upon the current TDOT Standard Drawings and Standard Specifications for Road and Bridge Construction along with City of Murfreesboro standards (Special Provision 730R).

Task 3.2 – 90 Percent Traffic Engineering Design Services
For 90 percent design plans, the design will be finalized to incorporate any additional details, power and communications connectivity, general / construction notes, and any technical specifications deemed necessary to clarify design intent. For the 90 percent submittal, the design of the signals will be considered complete minus any final review comments provided by City staff.

Task 3.3 – Final Traffic Engineering Construction Plans
Upon receipt and resolution of City-provided comments, the traffic signal design plans will be finalized and signed and sealed by a State of Tennessee registered Professional Engineer competent in the field of traffic engineering.

Task 3 Kimley-Horn Deliverables:

1. Traffic Signal Plans for 60%, 90%, and Final plans (electronic copy, PDF format)

Task 4 – Geotechnical Exploration Services
Through the use of a sub-consultant, geotechnical exploration services will be provided along the project limits. The purpose of the exploration will be to explore site and subsurface conditions and to develop geotechnical recommendations for the design and construction of the project.

Task 4.1 – Site Reconnaissance
This task will consist of:

- Observe and document the surface conditions and topographic features on the site
- Mark planned exploration locations by pacing distances and estimating right angles from existing site landmarks, by using a hand-held GPS unit, or station stakes provided by others
- Adjust test locations as needed to avoid overhead or identified underground utilities or other surface obstructions.

Task 4.2 – Field Exploration
Up to four (4) soil test borings will be advanced along the planned alignment. The boring locations are shown in Figure 4 and consist of:

- One (1) boring north of NW Broad Street (Vine Street)
- Two (2) boings south of NW Broad Street (Town Creek development)
- One (1) boring at the intersection of NW Broad Street and Front Street

The borings will be extended to a depth of 10 feet below existing grades, or refusal whichever is shallower. Exploration of refusal materials is not planned.

Field exploration will consist of:

- Soil test borings by conventional auger drilling

- Split-barrel testing and sampling of soil in general accordance with ASTM D1586 (SPT sampling) while drilling above auger refusal
- Checking borings for the presence of groundwater upon completion of auger drilling (next-day or long-term observations for groundwater are not included)
- Backfilling the boreholes with auger cuttings

Information about pavement section thickness will be gathered at up to eight locations, as shown on Figure 4. The locations consist of:

- Three (3) along Vine Street
- Three (3) along Front Street
- Two (2) along NW Broad Street

We will penetrate the asphalt using a portable coring machine. The asphalt thicknesses will be measured at the test locations. We will then penetrate the base stone using hand tools and measure its thickness. If the base stone thickness is greater than 12 inches, we will terminate the exploration locations. Upon completion of the field activities, the core location will be backfilled and a surface patch of like materials will be applied. No other site restoration is included in this proposal.

Task 4.3 – Laboratory Testing
After returning samples to the laboratory, this task will consist of:

- Visually classify soil samples using the Unified Soil Classification System (USCS) (ASTM D2487 and D2488) as a guide
- Test select soil samples for moisture content (ASTM D2216)
- Test select soil samples for Atterberg Limits (ASTM D4318) or grain size (ASTM D1140 or D6319)

Task 4.4 – Geotechnical Report
Following completion of field and laboratory work, a geotechnical report will be prepared consisting of a narrative text and geotechnical drawings with boring logs and laboratory test data. The report will be submitted in electronic (PDF) format. The completed report will present the data collection and will address the following:

- General information regarding the site and subsurface conditions, comprising soil stratigraphy, changes in soil lithology and bedrock occurrences, as well as groundwater measurements shown on individual test records
- Results of laboratory tests performed
- Recommendations for site preparation, consisting of criteria for stripping, excavation, reuse of on-site materials as compacted fill, undercutting of unsuitable materials, subgrade remedial treatments, temporary and permanent slopes, and criteria for compacted fill
- Comments about whether or not flexible pavement sections constructed based on City of Murfreesboro's standard pavement section appear appropriate based on the subsurface data obtained (detailed pavement design is not included)
- General comments and recommendations regarding geologic hazards, such as karst conditions.

Task 4 Kimley-Horn Deliverables:

1. Geotechnical Report (electronic copy, PDF format)

Task 5 – Right-of-Way (60%) Design Services

Task 5.1 – Right-of-Way Design Plans

Upon completion of Task 2, Kimley-Horn will prepare the right-of-way design plans in accordance with TDOT's Roadway Design Guidelines and current City of Murfreesboro roadway design standards. The plans will be prepared to conform to TDOT's current ORD CADD standards and will provide appropriate detail to support Right-of-Way acquisition. The plans will consist of the following sheets:

- Title Sheet
- Index with Standard Drawings
- Roadway Typical Sections
- Tabulated Quantities
- Detail Sheets
- Right-of-Way and Utility Notes
- Property Map and Right-of-Way Acquisition Table
- Present Layout
- Right-of-Way Layout
- Proposed Layout
- Mainline / Sideroad Profiles
- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Signing and Pavement Marking Plan
- Roadway Cross Sections
- Traffic Signal Plan
- Street Lighting Plan
- Traffic Control Plan

Task 5.2 – Right-of-Way Design Submittal and Review

Kimley-Horn will submit Right-of-Way design plans to the City and TDOT for review and comment. Kimley-Horn will meet with the City and TDOT to discuss the comments. Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

Task 5 Kimley-Horn Deliverables:

1. Right-of-Way plans package (electronic copy, PDF format)

Task 6 – Right-of-Way Acquisition Services

Task 6.1 – Right-of-Way Exhibits and Legal Descriptions

Through the use of a sub-consultant Kimley-Horn will provide right-of-way / easement exhibits and legal descriptions for specified tracts that require right-of-way and/or easement acquisition. It is assumed that this may be needed for up to three (3) tracts.

Task 6.2 – Right-of-Way Staking

Through the use of a sub-consultant Kimley-Horn will perform right-of-way / easement staking for appraisal purposes throughout the corridor. Staking of existing and proposed right-of-way and proposed easements will be completed a maximum of two (2) times. It is assumed that staking may be needed for up to three (3) tracts.

Task 6.3 – Right-of-Way Acquisition Coordination
Kimley-Horn will coordinate with our surveying sub-consultant throughout the preparation of exhibits and legal descriptions. Kimley-Horn will prepare and share CADD files for proposed right-of-way and easements needed to create exhibits and review exhibits and legal descriptions for accuracy.

Kimley-Horn will coordinate with the City and property owners during the right-of-way acquisition process to answer questions related to the plans and prepare design / right-of-way revisions as requested by the City (assumed up to two [2] minor plan revisions).

Task 6 Kimley-Horn Deliverables:

1. Right-of-Way Exhibits and Legal Descriptions (electronic copy, PDF format)
2. Right-of-Way and Easement Staking

Task 7 – Final Design Services
Task 7.1 – 90% Construction Plans
Kimley-Horn will prepare 90% construction plans for the project. The plans are anticipated to consist of the following sheets:

- Title Sheet
- Index and Standard Drawings
- Estimated Roadway Quantities
- Roadway Typical Sections
- Tabulated Quantities
- General Notes
- Special Notes
- Detail Sheets
- Right-of-Way and Utility Notes
- Property Map and Right-of-Way Acquisition Table
- Present Layout
- Right-of-Way Layout
- Proposed Layout
- Mainline / Sideroad Profiles
- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Signing and Pavement Marking Plan
- Roadway Cross Sections
- Traffic Signal Modification Plan
- Street Lighting Plan
- Traffic Control Plan

Task 7.2 – 90% Plans Submittal
Kimley-Horn will submit 90% construction plans to the City for review and comment. Kimley-Horn will meet with the City to discuss the City's comments and coordinate the revisions received.

Task 7.3 – Final (100%) Plans Submittal
Following review of the 90% plans, Kimley-Horn will revise the plans based on the comments received. Kimley-Horn will prepare a set of final (100%) construction plans to the City for approval and bidding. The Final Construction plans will be signed and sealed by a State of Tennessee licensed Professional Engineer.

Task 7.4 – Final Engineer's Opinion of Probable Construction Cost
Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

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

Task 7.5 – Final Design Permitting
Due to NW Broad Street being a state route (SR-01/US-41), a TDOT Highway Entrance Permit will be required. Kimley-Horn will prepare the application for this permit and submit the application and construction plans to TDOT. If comments are received, Kimley-Horn will revise the plans based on the comments received and resubmit. Up to one (1) review cycle is assumed for this scope. Once permits are approved, Kimley-Horn will submit all plan documentation to the City.

It is assumed the proposed improvements will result in less than one (1) acre of land disturbance and will not require preparation of a Stormwater Pollution Prevention Plan (SWPPP), coverage under a TDEC Construction General Permit (CGP), or other environmental permits beyond those currently identified. Should project modifications, agency requirements, field conditions, or final design increase the disturbed area above applicable permitting thresholds or otherwise trigger additional federal, state, or local permits, the associated permitting, coordination, documentation, studies, applications, and support services can be provided as Additional Services.

Task 7 Kimley-Horn Deliverables:
1. 90% Plans for City review (electronic copy, PDF format)
2. Final sealed plans for bidding (one [1] full-size hard copy, two [2] half-size hard copies, and one [1] electronic copy, Adobe PDF format)
3. Final engineer's opinion of probable construction cost (electronic copy, PDF format)
4. TDOT Highway Entrance Permit Application (PDF format)

Task 8 – Utility Coordination
Task 8.1 – Right-of-Way Utility Coordination
Upon receiving a notice to proceed, Kimley-Horn will provide a notification to the potentially affected utility owners along the project corridor. The notification to each utility owner will consist of project map and a letter requesting that the utility company review the project map to determine if they own facilities within the project limits. The letter will request a written response from each utility.

Upon completion of Task 5, Kimley-Horn will submit Right-of-Way Plans to the identified utility owners within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request utility relocation plans from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the Right-of-Way plans.

Kimley-Horn will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential utility relocations within the project limits. Kimley-Horn will document the discussions and decisions made during the meeting and distribute to the meeting attendees. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their utilities.

Kimley-Horn will not perform any utility relocation design services as part of this task. It is assumed that each utility owner will design, provide plans for, and construct their utility relocations.

Task 8.2 – Final Utility Coordination

Upon completion of Task 7, Kimley-Horn will submit the approved Construction plans to utility owners identified in Task 8.1. The submittal to each utility owner will consist of an electronic set of plan drawings, information detailing any design changes made during construction design, and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities and finalize utility relocation plans.

During the Final Design phase, if there are any changes made to the proposed design plans that will impact final utility relocation plans, Kimley-Horn will submit the revised plans to the utility owners. Via this task, utility companies will also be invited to attend the final plans review meeting.

Kimley-Horn will not perform any utility relocation design services as part of this task. It is assumed that each utility owner will design, provide plans for, and construct their utility relocations.

Task 9 – Lighting Design Services

Kimley-Horn will provide roadway lighting design services for the project, consisting of photometric analysis, lighting layout, and electrical design. Services will comprise:

- Performing photometric analysis using industry-standard lighting software to meet applicable IESNA recommendations, City of Murfreesboro standards, and other criteria provided by the City.
- Developing a lighting layout, including pole spacing and luminaire placement based on roadway geometry, pole height, fixture characteristics, and lighting design criteria.
- Preparing lighting plan sheets at a scale no smaller than 1" = 30', luminaire schedules, and pertinent details.
- Preparing photometric calculations documenting anticipated lighting performance and uniformity.
- Developing an electrical layout design addressing conduit routing and roadway crossings at intersections and other key locations.

Task 9.1 – 60 Percent Lighting Design Services

Kimley-Horn will prepare a 60% lighting design package consisting of:

- Preliminary lighting layout and pole locations.
- Luminaire schedule.

- Photometric calculations.
- Preliminary electrical layout and typical details.

Task 9.1 – Final Lighting Design Services
Upon receipt and resolution of City-provided comments, the lighting design plans will be finalized and signed and sealed by a State of Tennessee registered Professional Engineer.

Task 9 Kimley-Horn Deliverables:
1. Lighting Plans for 60% and Final plans (electronic copy, PDF format)

Exclusions:
- Photometric renderings and visualization exhibits.
- Fixture selection, evaluation, or procurement assistance.
- Detailed electrical service design by MTE.
- Structural design of lighting pole foundations.

Task 10 – Bid Phase Services
Task 10.1 – Proposal Contract Preparation
Kimley-Horn will prepare a proposal contract in accordance with TDOT and City of Murfreesboro standards. Kimley-Horn will prepare technical specifications for those items that are not covered by TDOT or City of Murfreesboro specifications. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, specifications, and required special provisions. The proposal contract will be submitted to the City of Murfreesboro for approval.

Task 10.2 – Bid Assistance
Kimley-Horn will attend one (1) pre-bid meeting with City and potential bidders and respond to questions that arise during the bidding process. Kimley-Horn will attend the bid opening and summarize and tabulate contractor bids. Kimley-Horn will submit bid tabulation documentation and recommendations for bid acceptance or rejection to City.

Task 10 Kimley-Horn Deliverables:
1. Draft Proposal Contract (electronic copy, PDF format)
2. Final Proposal Contract (electronic copy, PDF format)
3. Responses to bidder questions (one electronic copy, PDF format)
4. Bid tabulations documentation (one electronic copy, PDF and Excel formats)

Schedule:
Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services as expeditiously as practicable with the goal of meeting the desired outcome of starting construction by early 2028. A detailed task-by-task schedule will be developed in the future upon further coordination with the City.

Terms of compensation:
For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in Tasks 1 through 10 on a labor fee plus expenses basis with the estimated fee as summarized below.

Task 1 – Project Management	$17,800
Task 2 – Existing Conditions Survey	$77,500
Task 3 – Traffic Engineering Design Services	$38,600
Task 4 – Geotechnical Exploration Services	$26,100
Task 5 – Right-of-Way Design Services	$92,400
Task 6 – Right-of-Way Acquisition Services	$11,800
Task 7 – Final Design Services	$57,200
Task 8 – Utility Coordination	$12,300
Task 9 – Lighting Design Services	$9,900
Task 10 – Bid Phase Services	$14,800
Total Estimated Labor / Expense Fee:	**$358,400**

Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Hourly labor fees and expenses will be invoiced monthly as accrued.

ACCEPTED:

CITY OF MURFREESBORO, TENNESSEE

SIGNED:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED:_____

PRINTED NAME: Christopher D. Rhodes

TITLE: Senior Vice President

DATE July 23, 2026

FIGURE 1A

W MAIN STREET
S WALNUT STREET
S MAPLE STREET
W VINE STREET
NORTHWEST BROAD STREET
HICKERSON DRIVE
S FRONT STREET
SURVEY BOUNDARY
APPROX. EXIST. CURB RETURN
102'
50'
75'
300'
450'
30'
30'
100'
50'
100'
50'
75'
75'
200'
75'
75'
25'
50'
50'
N
0'
100'
200'
300'

FIGURE 1B

Tract Count

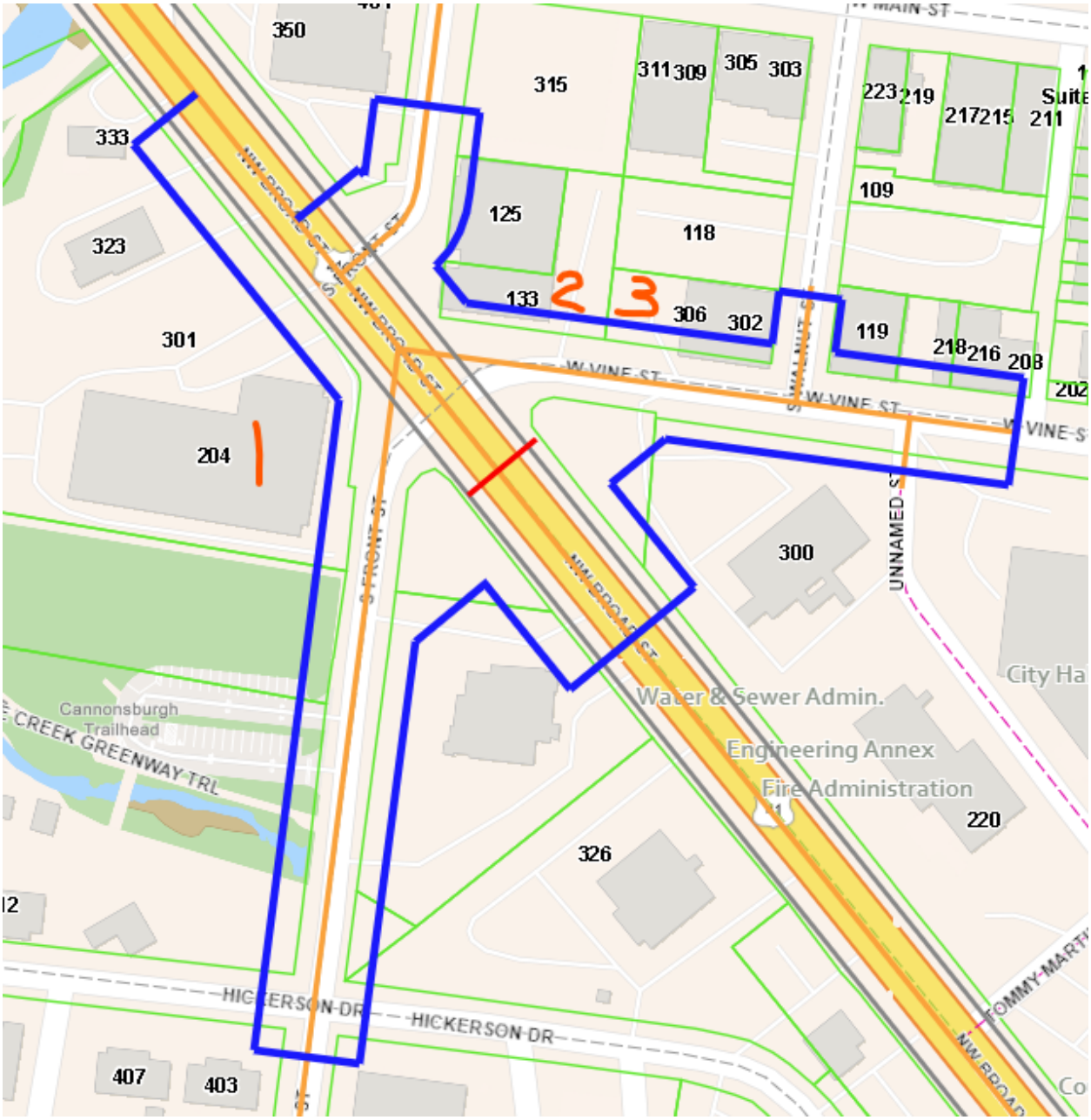


FIGURE 2

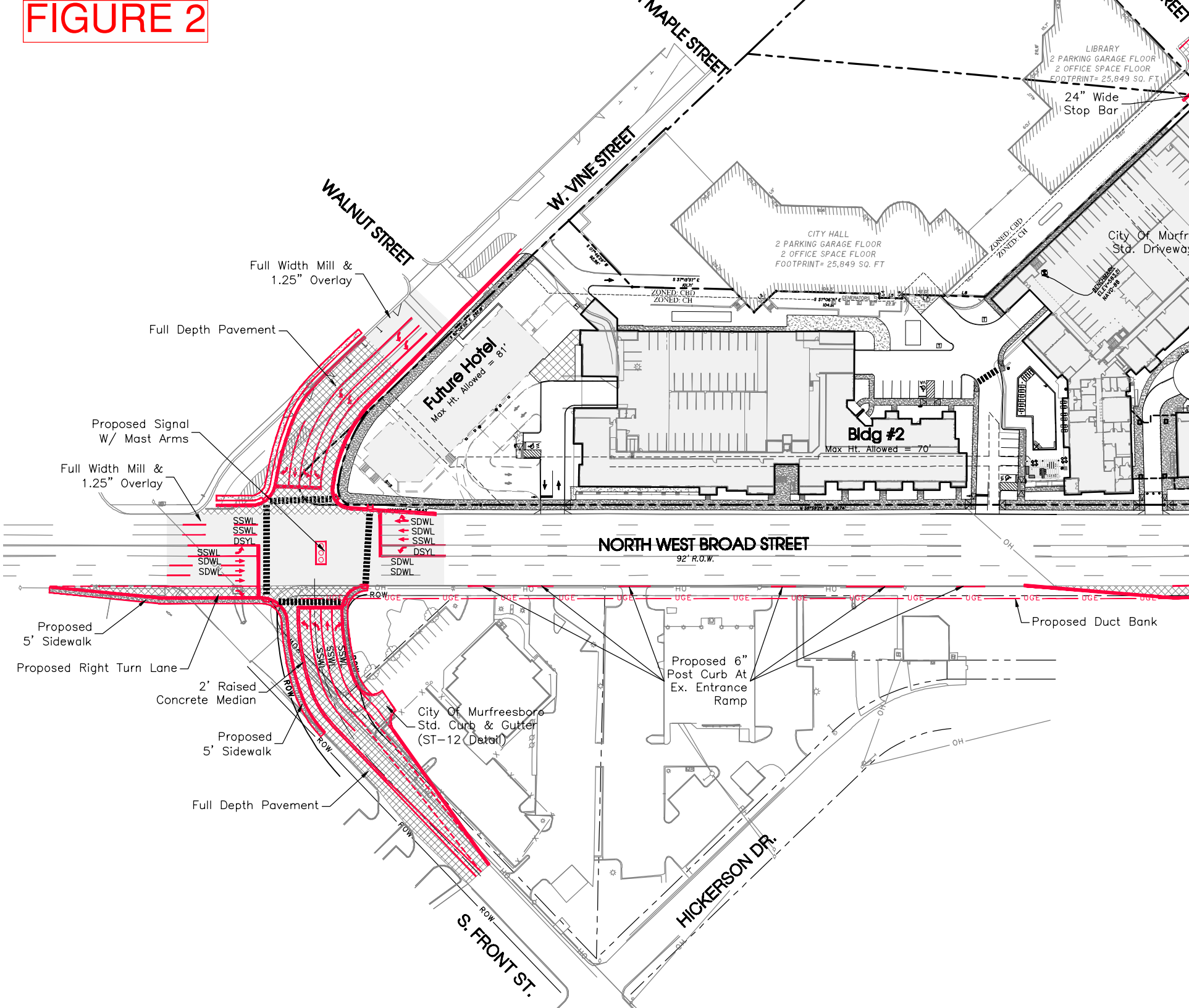

MAPLE STREET
W. VINE STREET
WALNUT STREET
LIBRARY
2 PARKING GARAGE FLOOR
2 OFFICE SPACE FLOOR
FOOTPRINT= 25,849 SQ. FT.
24" Wide
Stop Bar
CITY HALL
2 PARKING GARAGE FLOOR
2 OFFICE SPACE FLOOR
FOOTPRINT= 25,849 SQ. FT
ZONED: CBD
ZONED: CH
City Of Murfr
Std. Drivewa
Full Width Mill &
1.25" Overlay
Full Depth Pavement
Future Hotel
Max Ht. Allowed = 81'
Proposed Signal
W/ Mast Arms
Full Width Mill &
1.25" Overlay
Bldg #2
Max Ht. Allowed = 70'
SSWL
SSWL
DSYL
SSWL
SDWL
SDWL
SDWL
SDWL
SDWL
SSWL
DSYL
SDWL
SDWL
NORTH WEST BROAD STREET
92' R.O.W.
Proposed
5' Sidewalk
Proposed Right Turn Lane
2' Raised
Concrete Median
Proposed
5' Sidewalk
Full Depth Pavement
City Of Murfreesboro
Std. Curb & Gutter
(ST-12 Detail)
Proposed 6"
Post Curb At
Ex. Entrance
Ramp
Proposed Duct Bank
S. FRONT ST.
HICKERSON DR.

FIGURE 3

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

FRONT STREET/VINE STREET IMPROVEMENTS

FOR

THE CITY OF MURFREESBORO

CITY OF MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

Scale: 1"=50'

Date: AUGUST 31, 2021

Approved By:

Revisions:

Drawing Title:

REALIGNMENT CONCEPTUAL LAYOUT - PLAN VIEW - ALTERNATIVE 1

Drawing No.

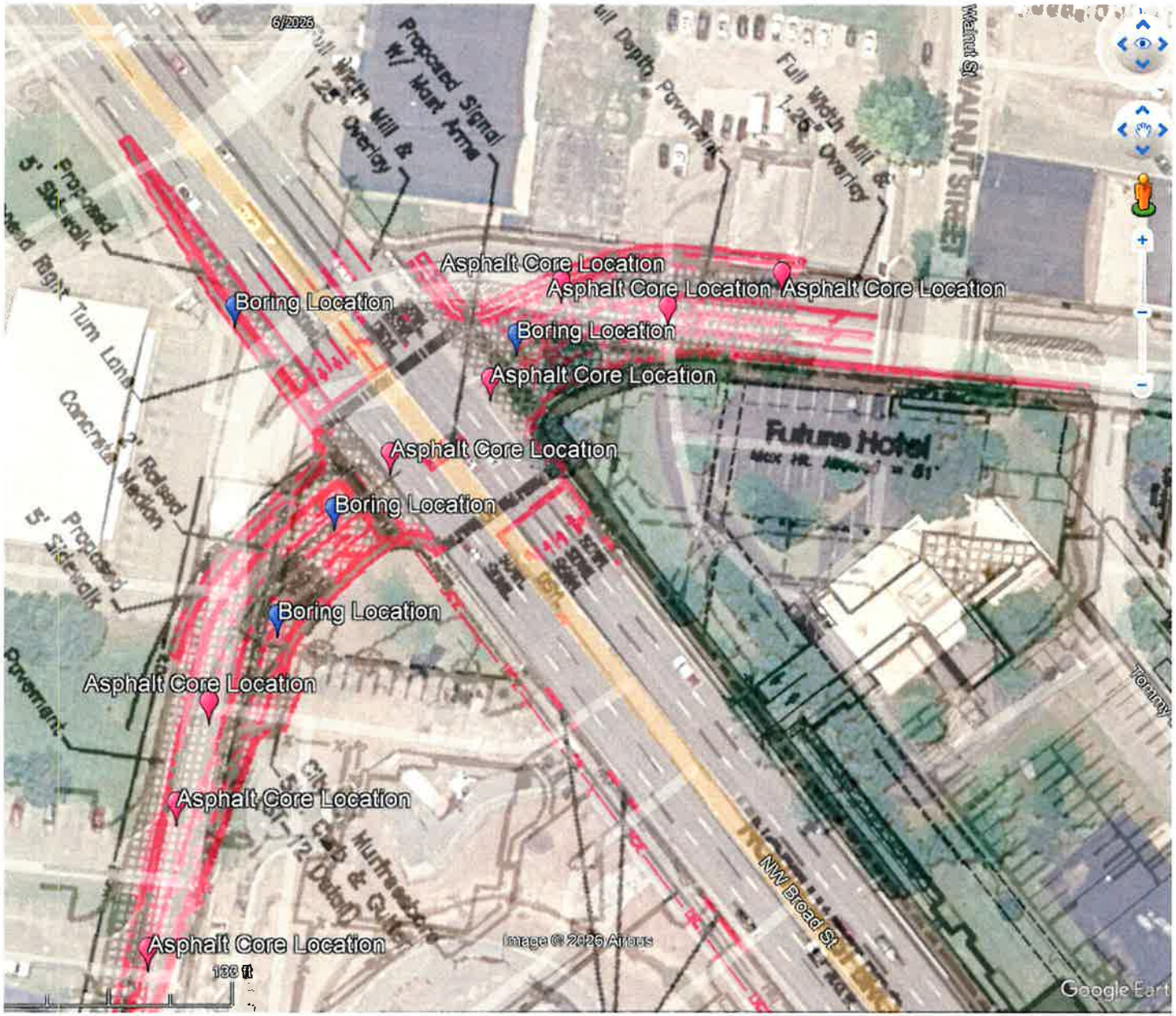
4

Project No.

19188-1712

FIGURE 4

PROPOSED EXPLORATION LOCATIONS
Front Street & Vine Street Realignment at NW Broad Street
Murfreesboro, Tennessee
TTL Proposal No. 26-08-01806



No Items.

COUNCIL COMMUNICATION

Meeting Date: 09/17/2026

Item Title:	Public Infrastructure Project Update Presentation
Department:	Engineering
Presented by:	Jim Kerr, Executive Director of Public Infrastructure Michele Emerson, City Engineer

Summary

Presentation on Public Infrastructure project updates.

Background Information

As new growth and development continue to come to the City, the needs and priorities of road improvements periodically adapt to accommodate this growth. A presentation has been created to outline current descriptions, statuses, and approximate construction dates of major road/infrastructure projects, in an effort to update Council and City staff.

Council Priorities Served

Expand infrastructure

Improvement of City streets enhances the safety of the City's roadway system and improves traffic flow.

Roadway Capital Program: Projects, Funding & Priorities FY27–FY31 Outlook

City of MURFREESBORO TENNESSEE

Purpose of Today's Update

1

Project Updates

Status, benefits, costs, and ROW/business impacts.

2

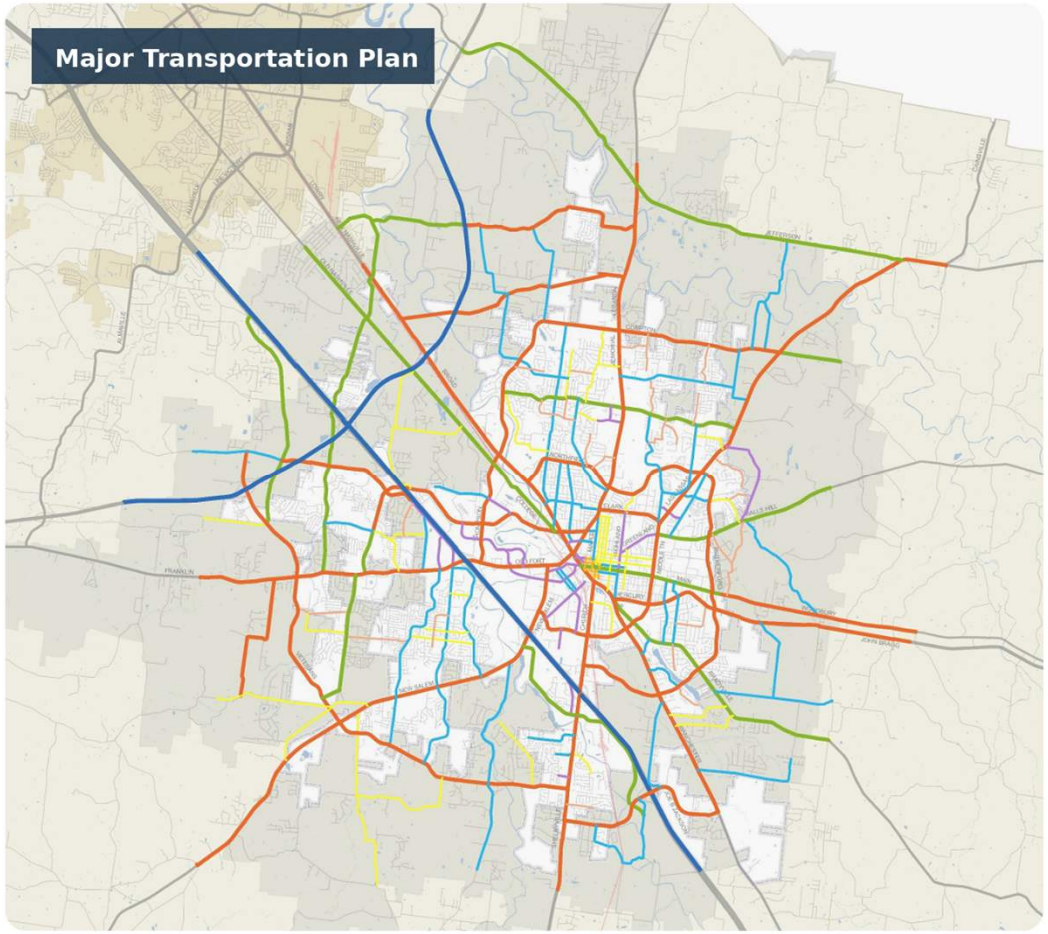
Funding Picture

Forecasted costs, timing of ROW and construction

3

Priority Considerations

Key Factors to support future Council discussion and prioritization



Looking Ahead: CIP Considerations

What this presentation shows

- A snapshot of projects that could advance into right-of-way (ROW) or construction over the next several years.
- Potential timing if funding were available — not a committed delivery schedule.
- Cherry Lane remains the first priority based on current commitments and corridor needs.

How this should be used

- For information and planning awareness.
- As context when future CIP budgets and funding plans are considered.
- To help frame how Council priorities and available funding will determine which projects move forward and when.

Today's goal is to provide context for future CIP discussions — not to establish project priorities or make funding decisions today.

Projects Already Underway or Committed

These are not being dialed in today — they are already active, funded, or tied to prior commitments.

Under construction

- MLK Sidewalks Phase 2
- Rutherford Adaptive Signal Project
- Medical Center Phase 2 Widening
- Fortress / Manson Access Control Project

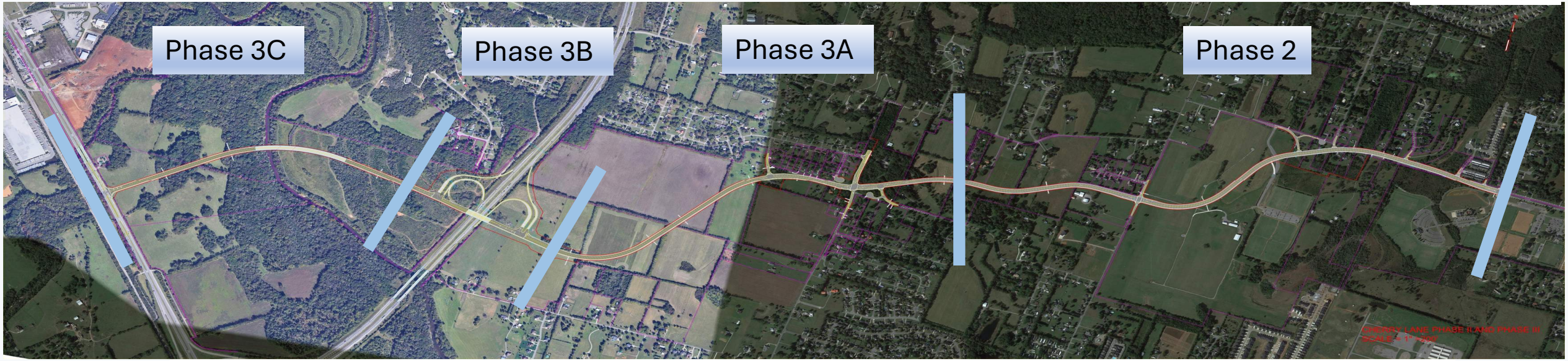
Committed

- Cherry Lane
- Old Fort Widening
- Memorial Blvd Widening
- Beasie / Warrior Roundabout
- Wilkinson Pike Widening (Gresham to Willow Oak)
- Memorial Blvd Signal Upgrades

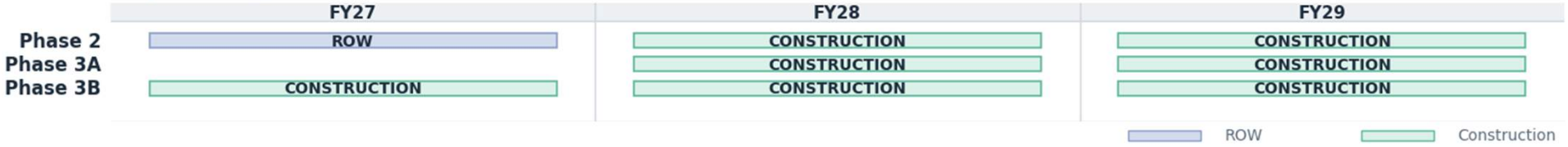
Remaining project slides are intended to support Council discussion on future priorities and funding decisions.

Cherry Lane Corridor - High Priority

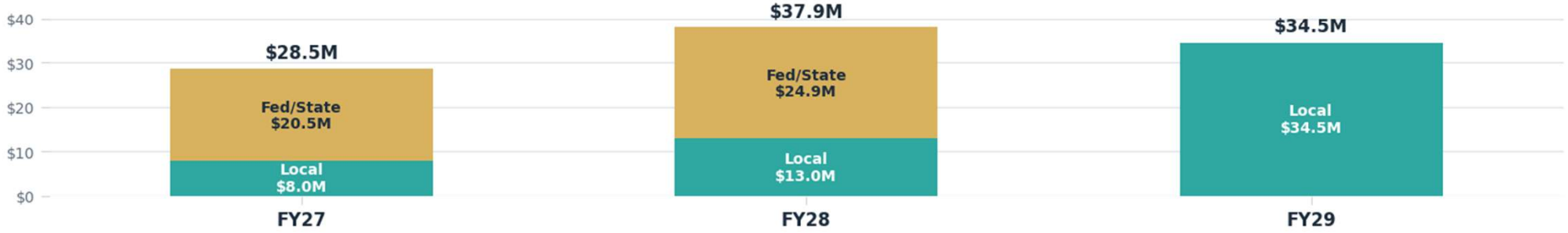
Protect first due to federal/state funding and corridor continuity.



Project timing



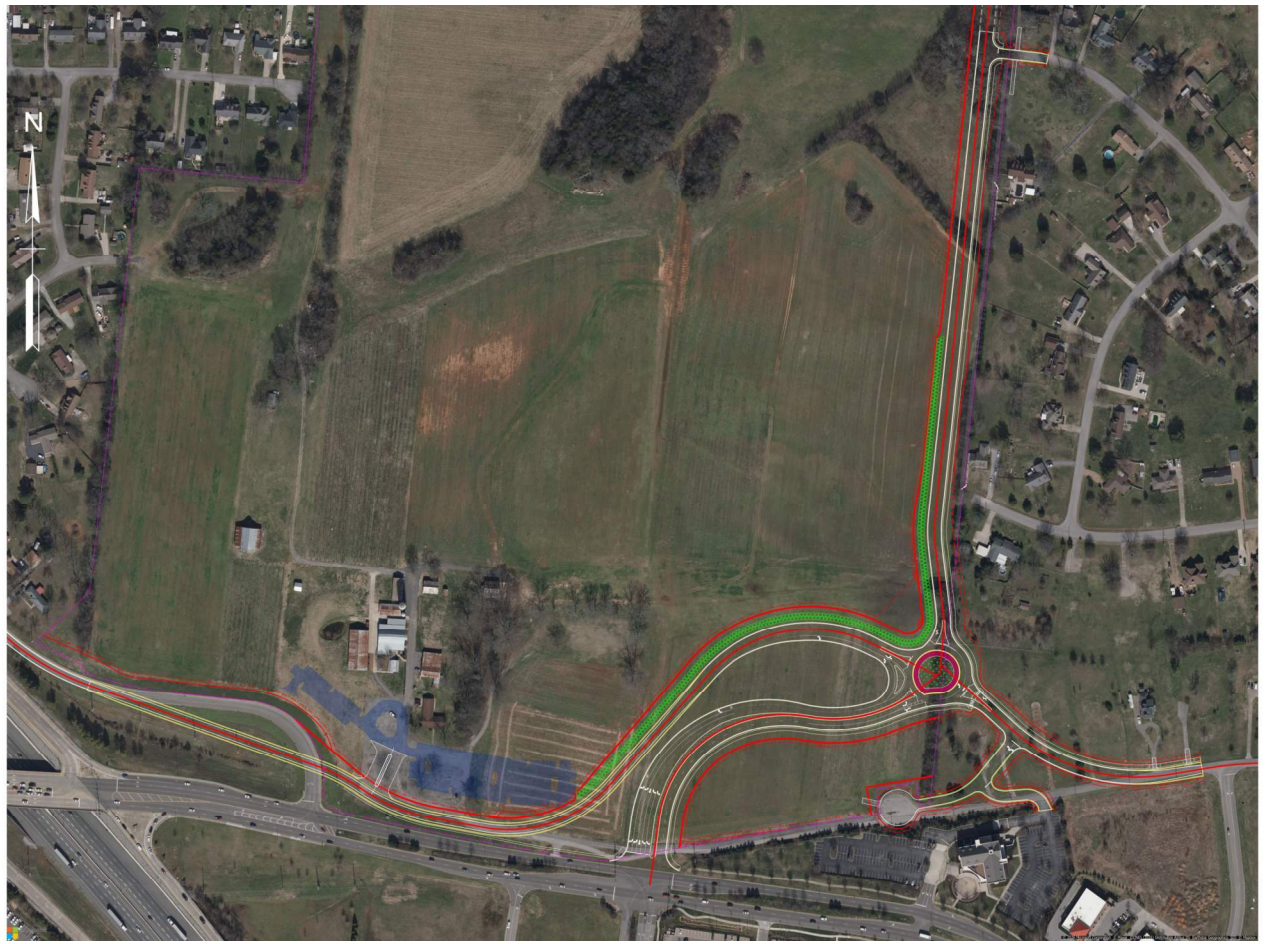
Forecasted spending by fiscal year ($ millions)



Cherry Lane total shown FY27–FY29: $100.9M. FY29 $34.5M shown as local funds.

Asbury Lane Realignment

Realign Asbury Lane to Conference Center Blvd. / Wilkinson Pike



Benefits

- Creates a cleaner connection
- Supports northwest growth
- Improves corridor continuity

Status - ROW Phase

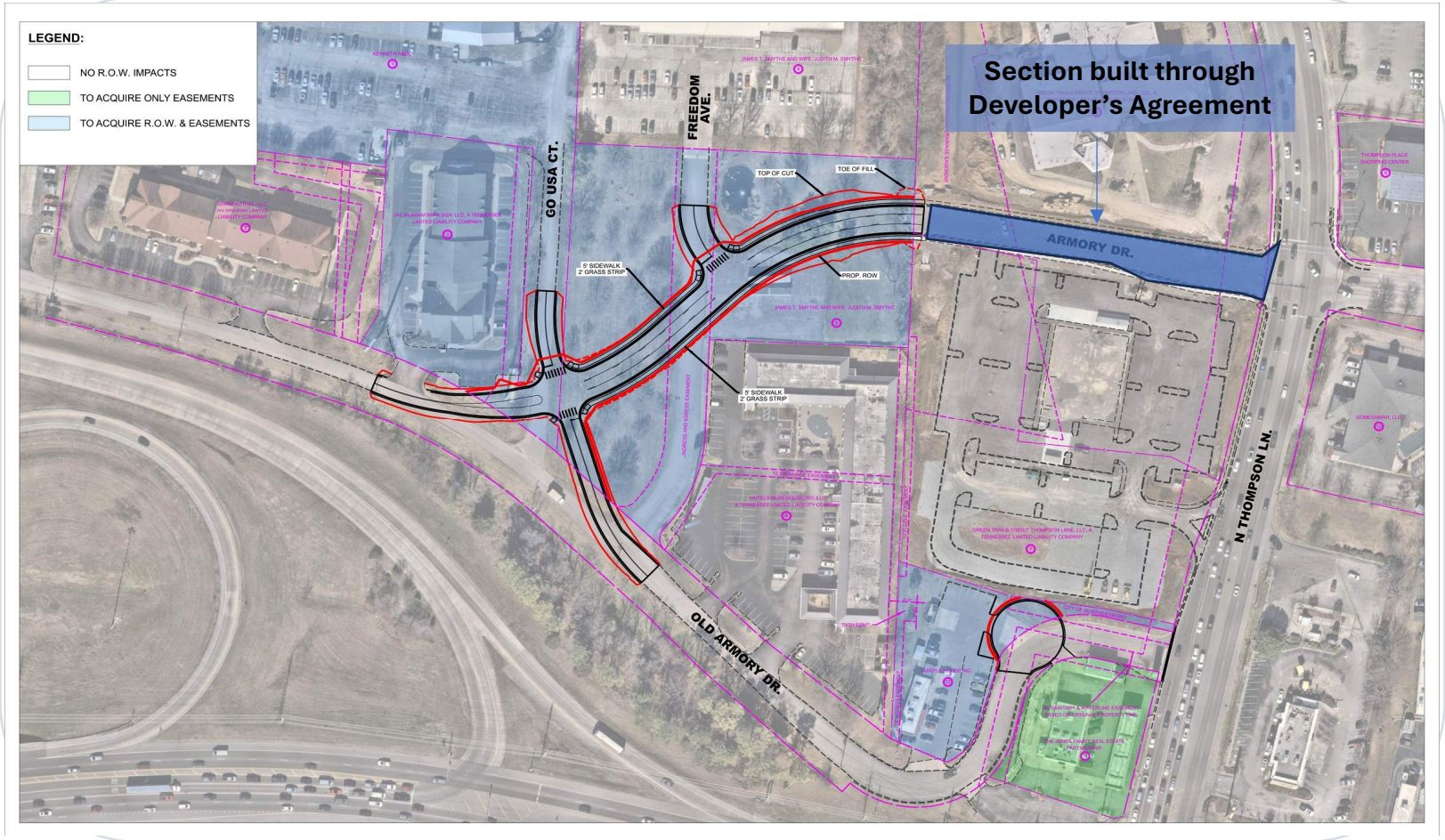
- ROW Acquisition with Williamson Farm
- Finalizing design on east and west tie-ins
- Developers Agreement being formulated

Budget

FY29 (ROW & CONSTR)	**$9.5M**
FY31 (CONSTR)	**$7.5M**
Total	**$18.5M**

Armory Drive Realignment

Realign Armory Drive to the Bill Smith signalized intersection and close the existing Thompson Lane connection



Benefits

- Improves Safety
- Separates traffic from Thompson Lane
- Supports TDOT's future interchange expansion

Status / Background

- Prior section built through Council-approved developer agreement
- Adjacent owner proposed an alternate alignment

Budget

FY27 (ROW & CONSTR)	**$1.6M**
FY29 (CONSTR)	**$3.0M**
Total	**$4.6M**

Armory Drive: Alternate Alignment Review

Adjacent property owner requested review of another alignment.

Project purpose

- Close the current Armory/Thompson Lane access
- Route traffic to the Bill Smith signalized intersection

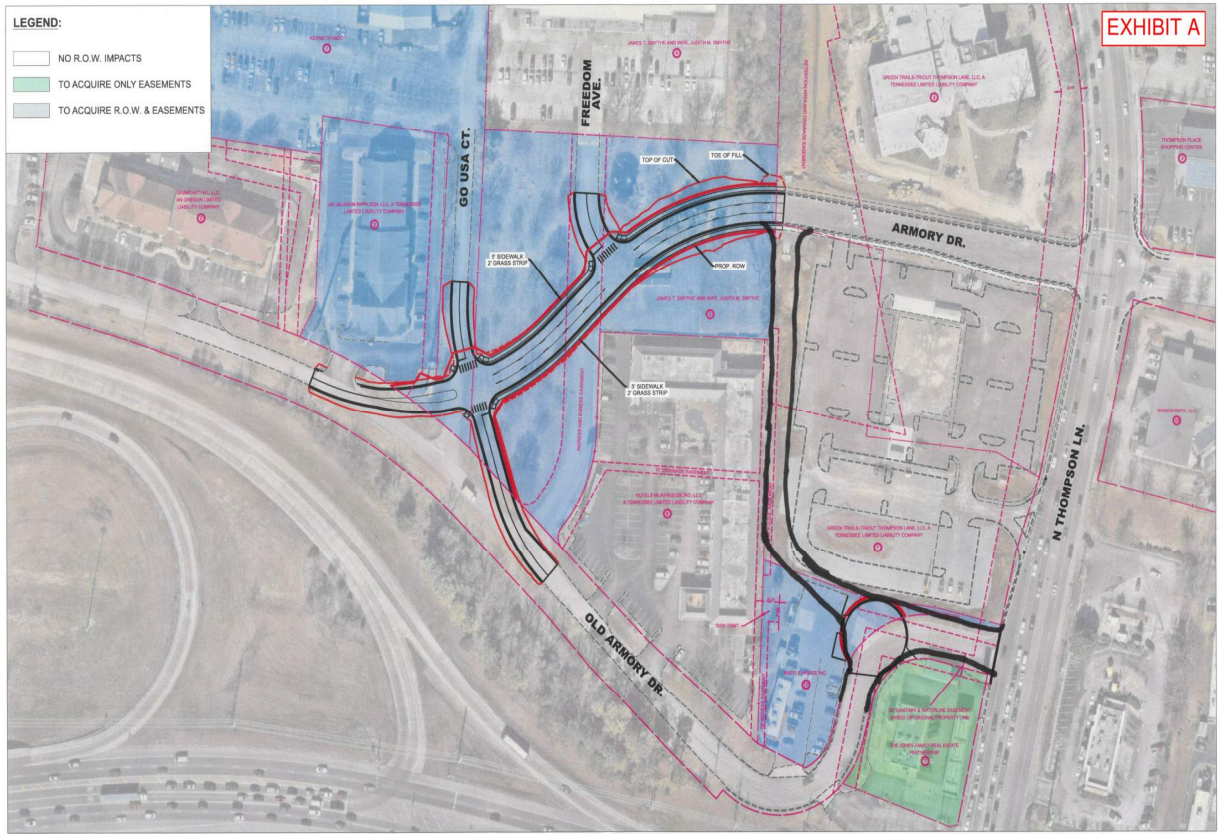
Owner-proposed alternate

- Proposed by adjacent property owner to avoid impacts
- Maintains the existing Thompson Lane connection

Why staff does not recommend it

- Does not provide a continuous connection
- Does not meet 30 MPH curve standards
- Creates major drainage, parking, and corridor-width impacts

Engineer review: Kimley-Horn memo dated August 14, 2026



Recommendation: maintain the current alignment and do not advance the proposed alternate.

Medical Center Phase 3

Medical Center Parkway / Broad Street intersection realignment and corridor improvements

Benefits

- Better intersection geometry
- Improved sight lines
- Fewer conflict points
- Added turn capacity
- Safer ped / truck movements

Status / Background

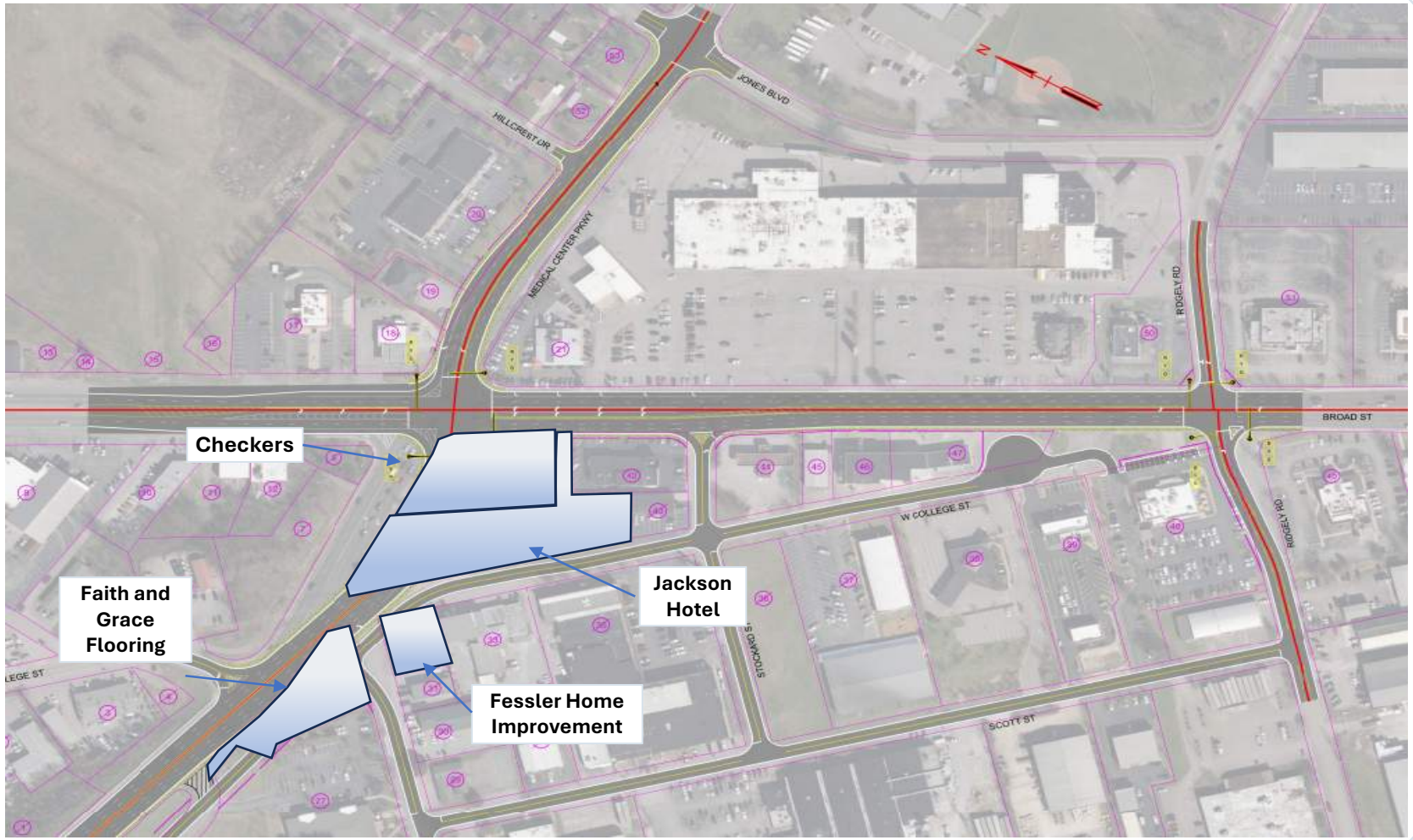
- Realigns MCP/Broad to reduce skew
- Signalizes Ridgely/Broad access
- Adds second left-turn lane onto MCP
- Improves access management / RIRO
- Extends MCP Phase 2 corridor benefits
- Connects College St. to Rosebank as alternative route

Budget

FY27 (ROW & CONSTR)	**$6.0M**
FY29 (CONSTR)	**$5.2M**
FY31 (CONSTR)	**$5.0M**
Total	**$16.2M**

Medical Center Phase 3

ROW / business impact detail — realignment concept



Impact Focus

- ROW impacts shown for awareness
- Business/property impacts likely

Potential Total Acquisitions

- Checkers
- Jackson Hotel
- Faith and Grace Flooring
- Fessler Home Improvement

Concept-Level ROW Estimate

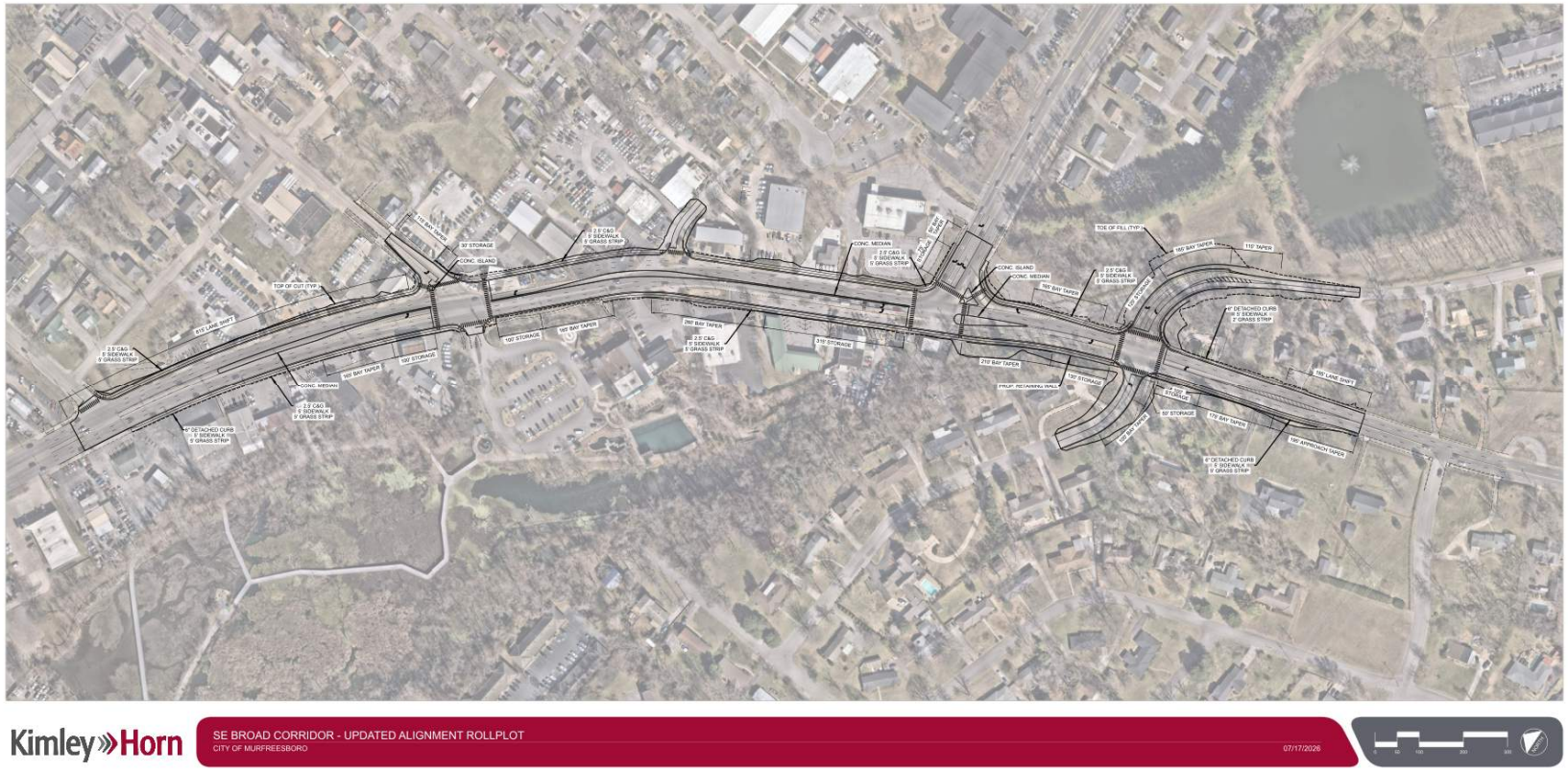
$6.0M

Based on $80/sf building and $18/sf land assumptions.

Estimate shown for planning only; values would be refined during ROW.

Southeast Broad Widening

SE Broad Street corridor widening, turn-lane upgrades, medians, sidewalk and curb-gutter improvements



Benefits

- Improves SE Broad operations
- Adds through-lane capacity
- Supports sidewalk/curb-gutter upgrades

Status / Background

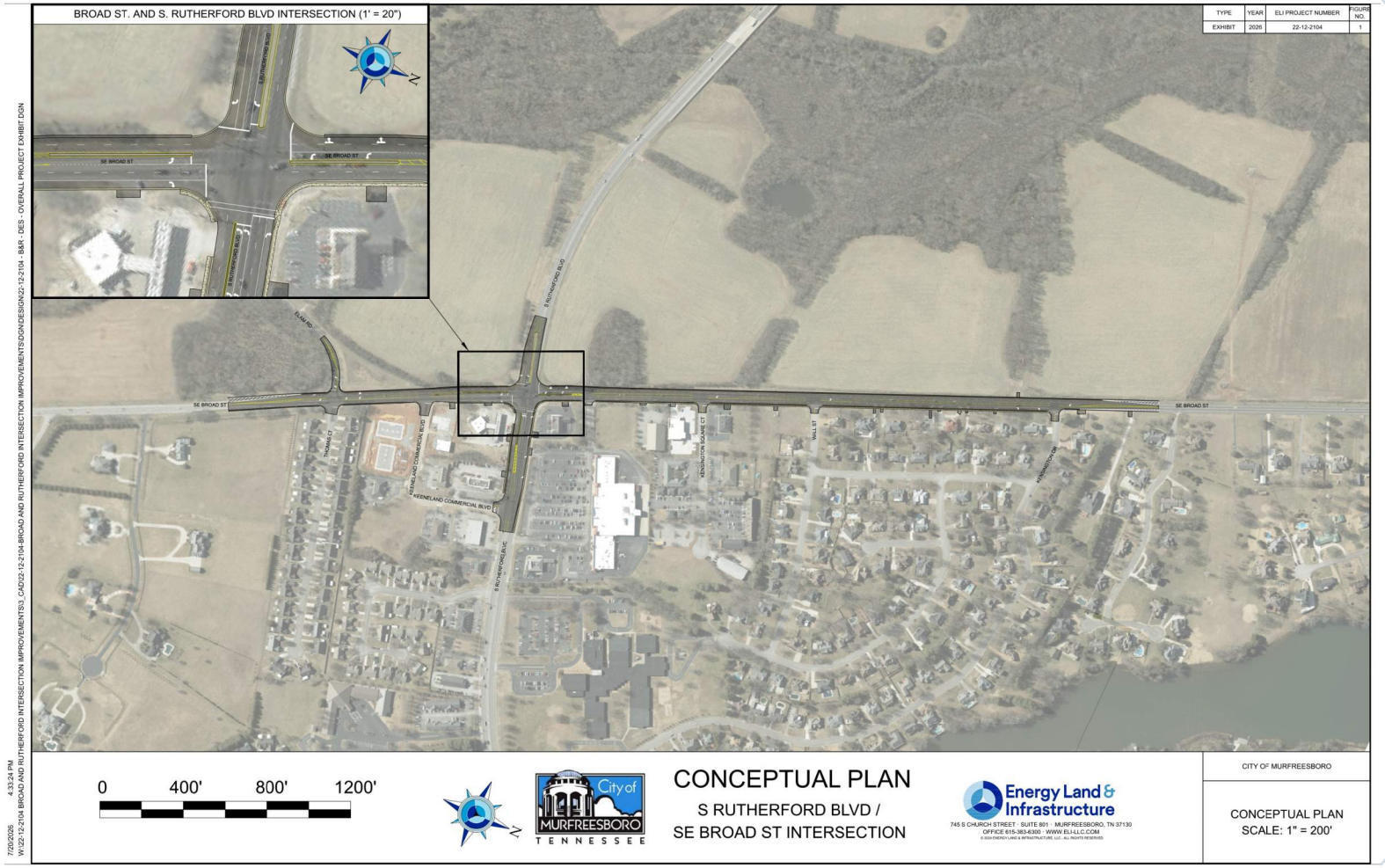
- Prelim plans being finalized
- Public Outreach
- TDOT Coordination

Budget

FY27 (DESIGN & ROW)	**$1.3M**
FY29 (ROW)	**$10.0M**
FY31 (CONSTR)	**$11.0M**
Total	**$22.4M**

SE Broad / S. Rutherford Boulevard

SE Broad Street / S. Rutherford Boulevard capacity, signal, access management and pedestrian improvements



Benefits

- Improves projected Level of Service
- Reduces delay / queues
- Adds turn capacity
- Improves access control
- Adds sidewalk connection

Status / Background

- Dual lefts from S. Rutherford
- New / extended right-turn lanes
- Updated signal heads and timing
- Two through lanes on SE Broad
- Fewer conflict points near corner

Budget

FY27 (ROW)	**$1.5M**
FY29 (CONSTR)	**$5.1M**
FY31 (CONSTR)	**$2.0M**
Total	**$8.9M**

Rutherford Boulevard Extension

New connection from Warrior Drive to Rutledge Way/Rutherford Boulevard across I-24

Benefits

- Improves east-west connectivity
- Relieves Church/New Salem Interchanges
- Supports 2040 growth

Status / Background

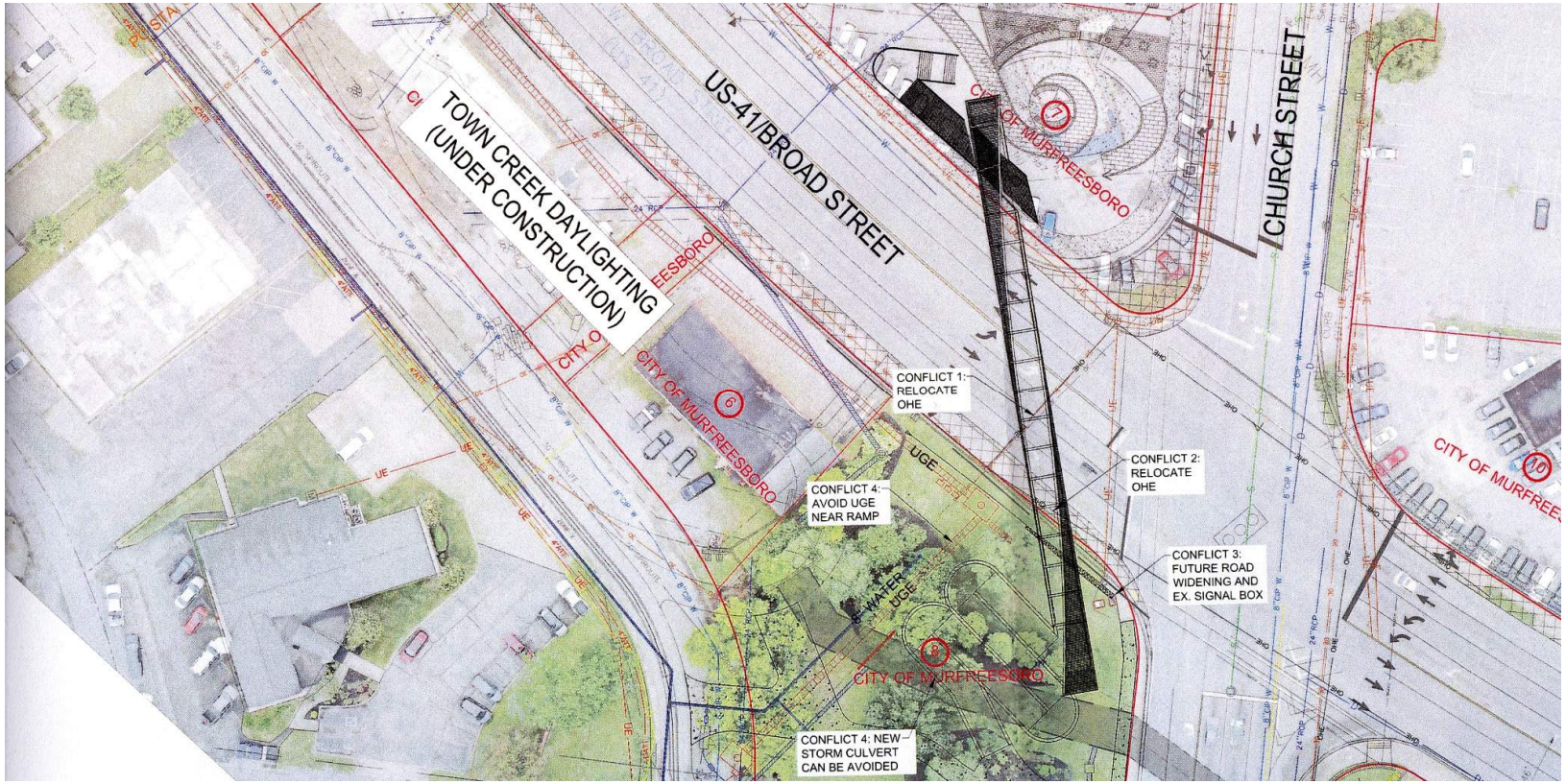
- Finalizing Plans/ROW
- TDOT Interstate Coordination
- Developer Coordination

Budget

	(MED)
FY27 (CONSTR)	$8.4M
FY29 (CONSTR)	$22.2M
Total	$30.6M

Broad Street Pedestrian Bridge

Pedestrian bridge across Broad Street near the Town Creek daylighting and Church Street



Benefits

- Improves pedestrian connectivity
- Provides a safer Broad Street crossing
- Supports downtown / Town Creek access

Status / Background

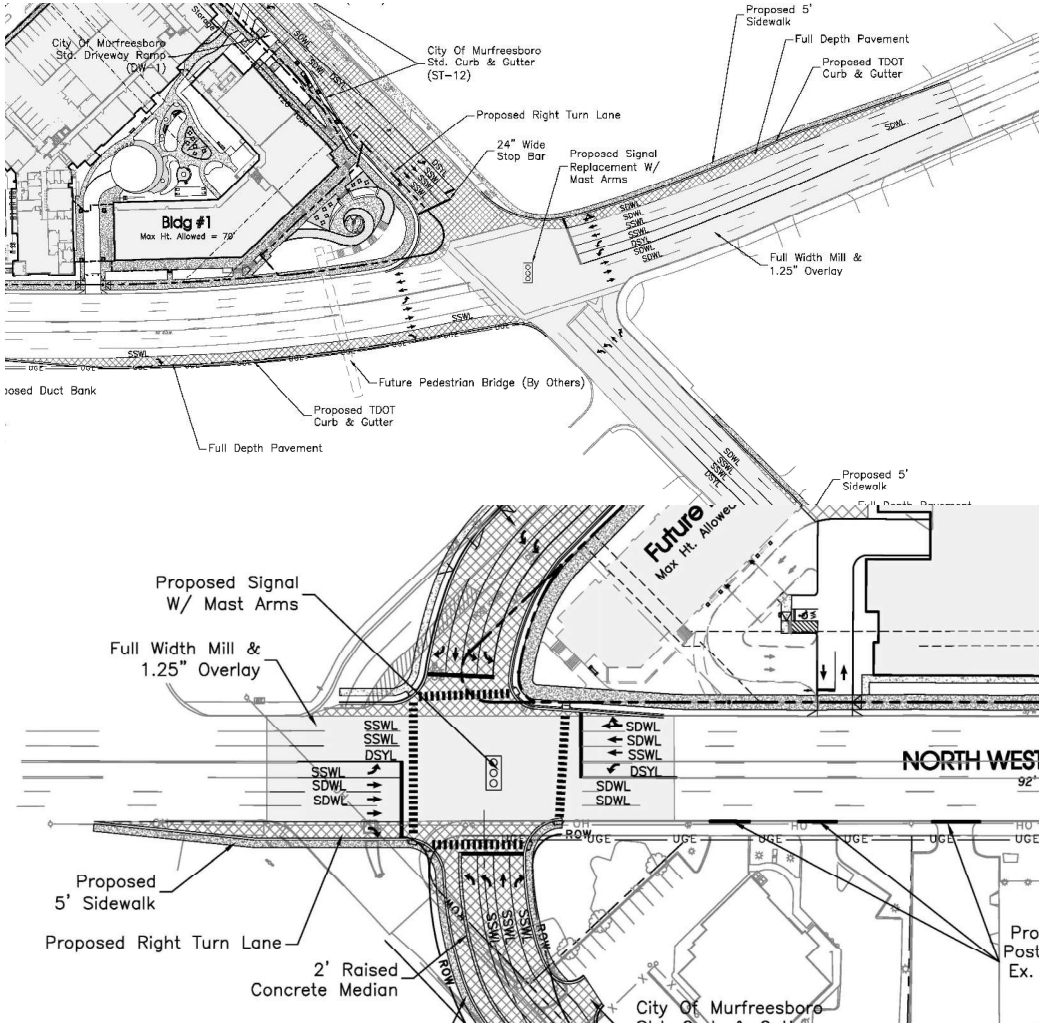
- Concept coordination underway
- Utility conflicts identified
- Coordinate with Broad widening and signal work

Budget

Prior years (DESIGN)	**$1.3M**
FY29 (CONSTR)	**$10.0M**
Total	**$11.3M**

Broad/Front/Vine & Broad/Church Intersections

Intersection improvements at Broad Street / Front Street / Vine Street, including signal, turn-lane, sidewalk, median and pavement upgrades



Benefits

- Improves intersection operations
- Adds dedicated turning capacity
- Upgrades pedestrian connections

Status / Background

- Proposed signal / mast-arm upgrades
- Right-turn lane and median improvements
- Sidewalk and pavement upgrades

Budget

MED (DESIGN/ROW)	**$7.1M**
FY29 (CONSTR)	**$5.0M**
Total	**$12.1M**

St. Andrews Drive Widening

Widens St. Andrews Drive from Veterans Parkway north to New Salem Highway

Benefits

- Improves Pedestrian north-south connectivity with multi-use path included on west side
- Provides Traffic Calming in Corridor
- Supports neighborhood access

Status / Background

- Corridor shown from Veterans Parkway to New Salem Highway
- ROW: Prior / FY27
- Construction: FY29 / FY31

Budget

FY27 (DESIGN/ROW)	**$900K**
FY29 (CONSTR)	**$5.0M**
FY31 (CONSTR)	**$5.0M**
Total	**$10.9M**

West Clark Boulevard Widening

Widen and improve West Clark Boulevard between Memorial Boulevard and Broad Street

Benefits

- Improves corridor operations
- Adds pedestrian connectivity
- Strengthens east-west access

Status / Background

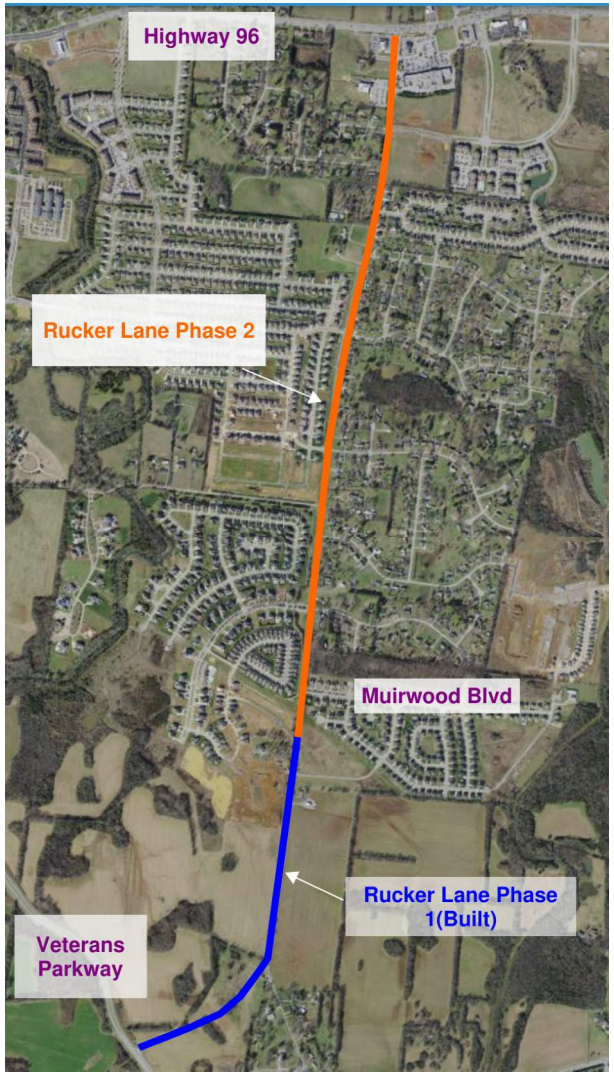
- Memorial to Broad St.
- Widening + sidewalks
- ROW: FY27
- Construction: FY29 / FY31

Budget

FY27 (DESIGN/ROW)	**$1.1M**
FY29 (CONSTR)	**$1.8M**
FY31 (CONSTR)	**$11.6M**
Total	**$14.5M**

Rucker Lane Phase 2

Widens existing lanes and adds shoulders and a sidewalk along Rucker Lane from Muirwood Boulevard to Highway 96.



Benefits

- Improves north-south connectivity
- Completes link toward Highway 96
- Supports neighborhood access

Status / Background

- Phase 1 segment is built
- Phase 2 shown from Muirwood Blvd to Highway 96
- Construction: FY27-FY28

Budget

Prior Years (CONSTR)	**$9.8M**
FY27 (CONSTR)	**$1.2M**
Total	**$11.0M**

Potential ROW & Construction Forecast

FY27-FY30

City of MURFREESBORO TENNESSEE

WHAT COULD HAPPEN, NOT WHAT SHOULD HAPPEN

If funding were not a constraint, several projects could move into ROW or construction at the same time.

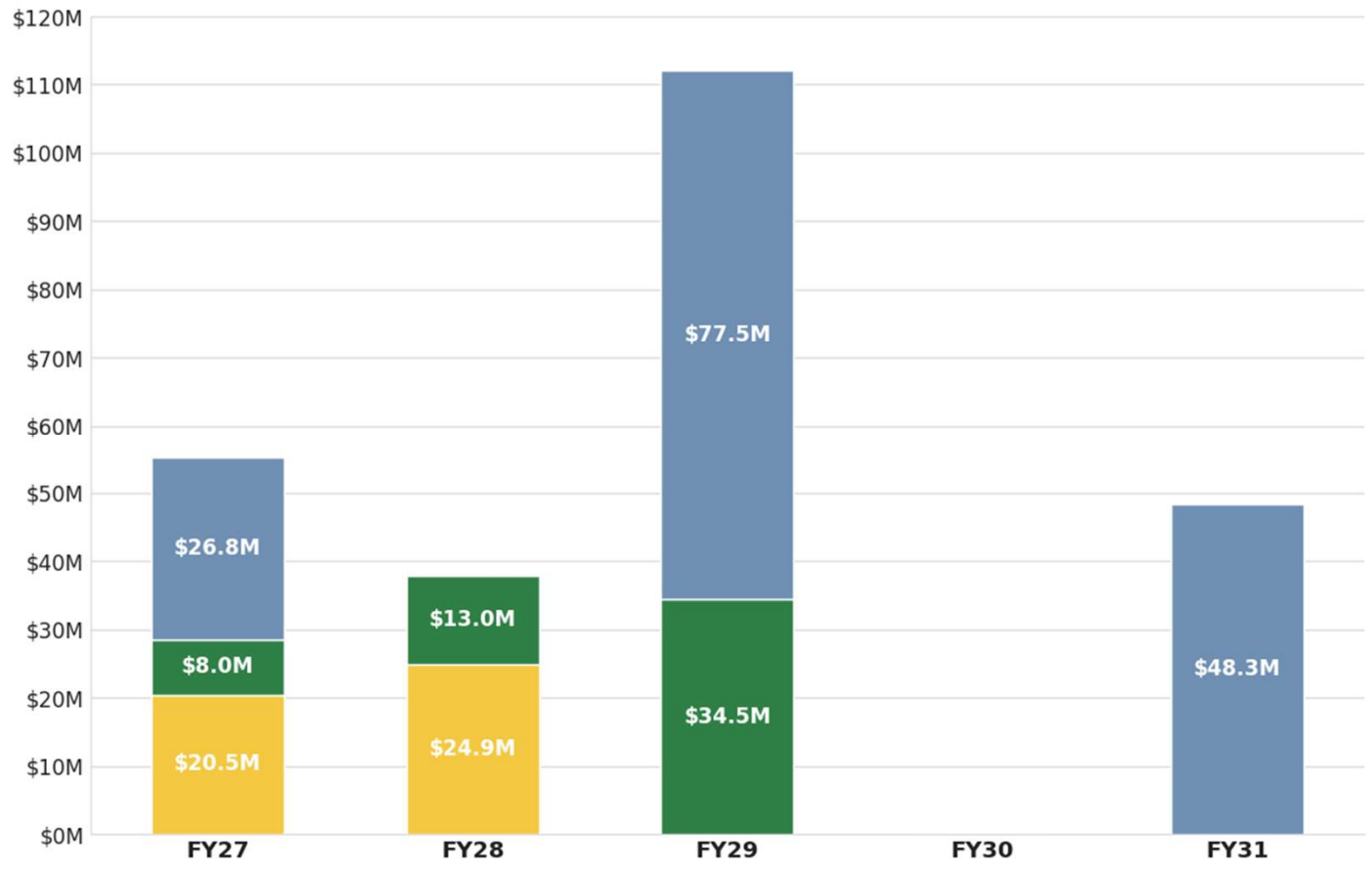
ROW Right-of-way CON Construction

PROJECT	FY27 potential activity	FY28 potential activity	FY29 potential activity	FY30 potential activity
CHERRY LANE CORRIDOR - FIRST PRIORITY				
Cherry Lane Phase 2	ROW	CON	CON	
Cherry Lane Phase 3A		CON	CON	
Cherry Lane Phase 3B	CON	CON	CON	
OTHER PROJECTS THAT COULD ADVANCE, SUBJECT TO FUNDING AND COUNCIL PRIORITIES				
Armory Dr.	ROW	CON		
Asbury Lane	ROW	CON	CON	CON
Medical Center Phase 3	ROW	CON	CON	
Rucker Lane	CON	CON		
Rutherford/Manchester Pike	ROW	CON	CON	
Rutherford Blvd Ext.	CON	CON	CON	
Broad St. Pedestrian Bridge	CON	CON		
SE Broad Widening	ROW	ROW	CON	CON
St. Andrews Dr. Widening	ROW	CON	CON	
Clark Blvd Widening		ROW	CON	CON
Joe B. Jackson Signal Upgrade		CON		
Broad/Church Intersection		CON	CON	
Front/Vine Intersection		CON	CON	
Memorial Blvd. Widening			ROW	
Bridge Ave Bridge Replacement	ROW	CON	CON	
Beasie/Warrior Roundabout	ROW / CON			

Potential Annual Spending Impact

Cherry Lane Local/Federal Split vs. All Other Potential Projects

Illustrative scenario only — if funding were not a constraint, these projects could move into ROW or construction.



FY27 / FY28 breakdown

- Cherry Lane federal funding
- Cherry Lane local funding
- All other potential projects

FY27 "Other" = $26.8M

Rutherford Blvd Ext $14.6M (incl. $8.4M MED) · Medical Center Ph 3 $3.4M · Armory Dr $1.9M · S. Rutherford/Manchester Pike $1.5M · SE Broad (Mercury/Bradyville) $1.4M · Rucker Ln $1.2M · Clark Blvd $1.1M · Broad/Church $0.5M · Beasie/Warrior $0.5M · St. Andrews $0.4M · Bridge Ave $0.2M · Joe B. Jackson $0.2M

FY28 "Other" = $0

The FY27 CIP schedules no FY28 debt for any road project; FY28 activity would be funded from FY27 and FY29 issuances.

Blue = local-funded (discretionary); yellow = federal/state (obligated).

Cherry Lane: pending revised Phase 2 estimate. All other projects: FY27 CIP schedule.

FY27–FY28: What Requires Local Funding

FY27-FY28 FOCUS

City of MURFREESBORO TENNESSEE

SAME FORECAST, FY27–FY28 HIGHLIGHTED

Highlighted cells show FY27–FY28 activity by funding source. Amber items are discretionary and would need local debt; green items carry federal/state commitments. FY29–FY30 shown in grey for context.

LOCAL Local debt — discretionary FED Federal/State obligated (with local match)

PROJECT	FY27 potential activity	FY28 potential activity	FY29 potential activity	FY30 potential activity
CHERRY LANE CORRIDOR - FIRST PRIORITY				
Cherry Lane Phase 2	ROW	CON	CON	
Cherry Lane Phase 3A		CON	CON	
Cherry Lane Phase 3B	CON	CON	CON	
OTHER PROJECTS THAT COULD ADVANCE, SUBJECT TO FUNDING AND COUNCIL PRIORITIES				
Armory Dr.	ROW	CON		
Asbury Lane	ROW	CON	CON	CON
Medical Center Phase 3	ROW	CON	CON	
Rucker Lane	CON	CON		
Rutherford/Manchester Pike	ROW	CON	CON	
Rutherford Blvd Ext.	CON	CON	CON	
Broad St. Pedestrian Bridge	CON	CON		
SE Broad Widening	ROW	ROW	CON	CON
St. Andrews Dr. Widening	ROW	CON	CON	
Clark Blvd Widening		ROW	CON	CON
Joe B. Jackson Signal Upgrade		CON		
Broad/Church Intersection		CON	CON	
Front/Vine Intersection		CON	CON	
Memorial Blvd. Widening			ROW	
Bridge Ave Bridge Replacement	ROW	CON	CON	
Beasie/Warrior Roundabout	ROW / CON			

Summary & Next Steps

What we showed today

- Cherry Lane remains the first priority — federal/state dollars are committed and the corridor needs continuity.
- FY27 is the pinch point: roughly $27M of non-Cherry Lane activity is local, discretionary debt, on top of the Cherry Lane local match.
- FY28 has no debt scheduled in the current CIP, so FY28 activity depends on FY27 and FY29 issuances.

What we're asking for

- Nothing to approve today — this is context for future CIP discussions.
- Feedback on which discretionary projects Council wants staff to keep advancing toward ROW and construction.

Council priorities and available funding will determine which projects move forward and when.

Questions?