

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
May 23, 2024

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Public Comment on Actionable Agenda Items

Consent Agenda

1. Annual State Airport Maintenance Grant Amendment (Airport)
2. Affordable Housing Assistance-Legacy Pointe Development (Community Development)
3. City Paving Contract Renewals (Engineering)
4. 2024 Defined Contribution Plan and Wellness Provider Agreements (Human Resources)
5. Fox Collection Agency Amendment (Judicial)
6. Mandatory Referral for Dedication of a Gasoline Easement North of Old Fort Parkway (Planning)
7. Fire Station 3 ADA Concrete Renovations CO # 1 (Project Development)
8. Robert Rose Administration Building Renovations Contingency Allowance Allocation (Project Development)

Old Business

Ordinance

9. Ordinance 24-O-13 FY24 Budget Amendment (2nd and Final Reading) (Administration)

Land Use Matters

10. Ordinance 24-OZ-08 Zoning for property along South Church Street (2nd and final reading) (Planning)
11. Ordinance 24-OZ-09 Rezoning property along West Thompson Lane (2nd and final reading) (Planning)

New Business

Ordinance

12. Ordinance 24-O-12 Amendment to the International Energy Conservation Code-Amended (1st Reading) (Building & Codes)
13. Ordinance 24-O-19 School Board Member Compensation (Schools)
14. Ordinance 24-O-11 Setting FY25 Water and Sewer Rate (1st reading) (Water Resources)

Resolution

15. Resolution 24-R-19 Truist Bank Credit Card Authorization (Finance)

On Motion

16. Rental Rate Adjustment Proposed (Airport)

17. Concrete and Storm Drainage Contract Award (Engineering)

18. Sewer Allocation Variance- Joe B Jackson Parkway – Woodspring Suites
(Planning)

19. Purchase of LED High Mast Lighting (Transportation)

20. Contract with TDOT for matching Transit Facility Funds (Transportation)

21. Oakland Court Stormwater Participation Invoice (Water Resources)

Board & Commission Appointments

Licensing

22. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 05/23/2022

Item Title: Annual State Airport Maintenance Grant Amendment

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

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

Summary

Approve annual State Airport Maintenance Grant Amendment for the Murfreesboro Municipal Airport.

Staff Recommendation

Recommend approval of the Amendment to the annual State Airport Maintenance Grant.

Background Information

Each year the TDOT-Division of Aeronautics provides funding for the maintenance of the state system of airports. These funds are used for maintenance and repairs of the fuel systems, airfield lighting, mowing equipment, etc. At the end of the fiscal year an additional \$5,000 has been added to the Grant.

Council Priorities Served

Responsible budgeting

Pursuit and management of available state and federal funds are an essential part of our Airport Budget.

Operational Issues

Grant assists with the maintenance of items at the airport that promote safe operations at the Airport such as airfield lighting and other similar systems.

Fiscal Impact

Airport Maintenance Grant Amendment adds an additional \$5,000 so that 95% of the cost of approved maintenance items will be covered up to \$20,000.

Attachments

Annual State Airport Maintenance Grant Amendment



GRANT AMENDMENT

Agency Tracking # 40100-51008	Edison ID 78146	Contract # AERM-24-145-00	Amendment # 1
---	---------------------------	-------------------------------------	-------------------------

Contractor Legal Entity Name City of Murfreesboro	Edison Vendor ID 4110
---	---------------------------------

Amendment Purpose & Effect(s)
 Additional funding only

Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	End Date: 6/30/2024
---	----------------------------

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$0.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$15,000.00	\$0.00		\$0.00	\$15,000.00
2024	\$5,000.00	\$0.00		\$0.00	\$5,000.00
TOTAL:	\$20,000.00	\$0.00		\$0.00	\$20,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

<p>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.</p>	<p>OCR USE</p>	
		<table border="1"> <tr> <td>Speed Chart (optional) TX00313226</td> <td>Account Code (optional) 71302</td> </tr> </table>
Speed Chart (optional) TX00313226	Account Code (optional) 71302	

ADDRESS: 5

LOCATION CODE: MURFRE-002

**AMENDMENT ONE
OF GRANT CONTRACT
AERM-24-145-00**

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

1. Grant Contract section C.1. Maximum Liability is 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 **Twenty Thousand Dollars and Zero Cents (\$20,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract Section D.19. is deleted in its entirety 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.

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

14. Grant Contract Attachment One is deleted in its entirety and replaced with the new attachment **Attachment One** attached hereto.

15. Grant Contract Attachment Two is deleted in its entirety and replaced with the new attachment **Attachment Two** attached hereto.

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

Amendment Effective Date. The 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:

75-555-0774-24

GRANTEE SIGNATURE	DATE
 SHANE MCFARLAND, MAYOR	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMMISSIONER	DATE
---	-------------

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

Application for Funding Assistance (State)

1. APPLICANT INFORMATION:

*a. Sponsor Name: City of Murfreesboro

*b. Airport Name: Murfreesboro Municipal Airport

c. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *First Name: Chad _____

Middle Name: _____

*Last Name: Gehrke _____

Suffix: _____

Title: Airport Director

Organizational Affiliation: City of Murfreesboro

*Telephone Number: (615) 848-3254

*Email: cgehrke@murfreesborotn.gov

***2. Project Description:** Amendment to FY24 Airport Maintenance Grant.
\$5,000.00.
Cost to repair generator for airfield lighting system and other maintenance items.

***3. Explanation of Need:** 1. Cost to repair a generator that was provided the airport to be used for the airfield lighting system.
2. Other repair costs to various airport facilities and equipment.

Attach supporting documents as required under Application Forms

4. Proposed Project Schedule:

*a. Start Date: 07/01/2023

*b. End Date: 06/30/2024

5. Funding Requested (\$):

*a. TOTAL: \$ 5,000.00

6. *By signing this application, I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

I AGREE

Authorized Representative:

Prefix: _____ *First Name: Chad

Middle Name: _____

*Last Name: Gehrke

Suffix: _____

*Title: Airport Director

*Telephone Number: (615) 848-3254

* Email: cgehrke@murfreesborotn.gov

*Signature of Authorized Representative:



*Date Signed: 04-29-2024

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.

ATTACHMENT TWO

PAGE ONE

GRANT BUDGET				
City of Murfreesboro: FY24 Airport Maintenance				AERM-24-145-01
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/1/2023 END: 6/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$20,000.00	\$1,053.47	\$21,053.47
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$20,000.00	\$1,053.47	\$21,053.47

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

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

ATTACHMENT TWO

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY24 Airport Maintenance	\$20,000.00
TOTAL	\$20,000.00

TAD Project # 75-555-0774-24

Project Breakdown:

TX00313226	\$15,000.00	95% State
	<u>\$ 789.47</u>	5% Local Participation
	\$15,789.47	

Amendment 1:

TX00313226	\$ 5,000.00	95% State
	<u>\$ 264.00</u>	5% Local Participation
	\$ 5,264.00	

Reimbursable Amount: \$20,000.00

COUNCIL COMMUNICATION

Meeting Date: 5/23/2024

Item Title: Affordable Housing Program – Legacy Pointe Development

Department: Community Development

Presented by: Jessica Cline, Assistant Director of Community Development

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Down payment assistance from federal Community Development Block Grant (CDBG) funds for the City’s Affordable Housing Assistance Program.

Staff Recommendation

Approve the expenditure from CDBG funds for down payment assistance.

Background Information

The three purchasers of new homes in Legacy Pointe developed by Habitat for Humanity have applied for down payment assistance. The properties are: 2833, 2838, and 2842 Humanity Trail. The program will provide \$10,000 towards each down payment from existing Community Development Block Grant (CDBG) funds under the City’s Affordable Housing Assistance Program. The three applicants each meet the qualifications for assistance.

Council Priorities Served

Responsible Budgeting

Utilizing federal funds to provide community-based assistance is a cost-effective means of address the needs of the community.

Fiscal Impact

The expenditure, \$30,000, is fully funded by CDBG funds allocated to the City’s Affordable Housing Assistance Program.

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: City Paving Contract Renewals
Department: Engineering
Presented by: Chris Griffith, Executive Director
Requested Council Action:

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

Summary

Renewal of the two Annual City Paving Contracts.

Staff Recommendation

Approve the renewal of the Annual City Paving contracts with Wiregrass Construction Company and Hawkins Asphalt Paving, LLC.

Background Information

These two annual city paving contracts were awarded to Wiregrass Construction Company and Hawkins Asphalt Paving, LLC on June 15, 2023. These contracts are typically used for resurfacing of existing city streets.

These contracts are renewable for up to four years after the original award if agreed upon by both parties. This is the first renewal year.

These contracts also include an escalator clause tied to the Consumer Price Index for all Urban Consumers (CPI-U). This clause would increase the unit rates by 3.1% for this upcoming renewal year.

Council Priorities Served

Responsible Budgeting

Maintenance of the City infrastructure protects the City's investment in its critical assets, which is an important aspect of responsible budgeting.

Fiscal Impact

The primary funding source for the Annual City Paving Contracts is from State Street Aid which is the local share of the State's gasoline tax.

Attachments

1. Letter requesting contract renewal from Wiregrass Construction Company.
2. Letter requesting contract renewal from Hawkins Asphalt Paving, LLC.



**WIREGRASS
CONSTRUCTION**
COMPANY, INC.

CENTRAL TN DIVISION
811 Needham Drive
Smyrna, TN 37167
615-793-2600
An Equal Opportunity Employer

May 9, 2024

Mr. Chris Griffith
City of Murfreesboro
111 West Vine Street
P. O. Box 1139
Murfreesboro, TN 37133-1139

Re: 2023-2024 City Paving Contract
Contract Renewal Period of July 1, 2024 thru June 30, 2025

Dear Sir:

In accordance with Item 2. Term of current Agreement for 2023-2024 City Paving Contract, Wiregrass Construction Company, Inc. respectfully requests the above referenced contract be extended for an additional twelve (12) month period, effective July 1, 2024. We understand that all terms and conditions of the current Contract will remain the same.

Respectfully submitted,

WIREGRASS CONSTRUCTION COMPANY, INC.

A handwritten signature in blue ink, appearing to read 'Joshua D. Miller', is written over the typed name.

Joshua D. Miller,
Vice President & TN Area Manager

/pe



P.O. Box 292 - 6015 Hwy 64E, Wartrace, TN 37183
Office (931) 389-9671 - Fax (931) 389-9775

April 24, 2024

Mr. Joe Ehelben
City of Murfreesboro
111 E. Vine St.
Murfreesboro, TN 37130

RE: Annual Paving Contract

Dear Mr. Ehelben

This letter is to serve as notice that Hawkins Asphalt Paving, LLC is requesting the renewal of the City of Murfreesboro annual Paving Contract for the upcoming year. Please feel free to contact me if you need any additional information from Hawkins Asphalt Paving, LLC.

I would further like to express that it has been a great pleasure working with you and the City of Murfreesboro throughout the duration of our contract and we hope to continue to be of service to the City for the upcoming term.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Flippo', is written over a light blue horizontal line.

Steven Flippo
Hawkins Asphalt Paving, LLC
Office Manager

COUNCIL COMMUNICATION

Meeting Date: 05/23/24

Item Title: 2024 Defined Contribution Plan Advisory and Wellness Provider Agreements

Department: Human Resources

Presented by: Randolph Wilkerson, Director of Human Resources

Requested Council Action:

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

Summary

Agreements with Consultant and Provider for our defined contribution plan and Wellness Program for 2024

Staff Recommendation

Approve agreement with Creative Planning for advisory services for the City's defined contribution plan and an amendment agreement with SonicBoom Wellness.

Background Information

Staff recommends increasing the services the City receives from our benefits consultant, Lockton, by using their financial team Creative Planning, LLC to provide advisory services on our defined contribution plan. The cost associated with the agreement is less than our current agreement.

Additionally, the staff is requesting an amendment to the current agreement with SonicBoom Wellness, LLC, to allow Private Health Information (PHI) data to be shared by our medical and dental providers with SonicBoom.

Council Priorities Served

Responsible budgeting

Provision of financial expertise in planning and management of employee benefit programs is required for responsible budget management.

Fiscal Impact

The expense, SonicBoom Wellness, LLC is budgeted and funded by the City's Insurance Fund. Creative Planning, LLC is fully funded by the Employees.

Attachment

1. Creative Planning, LLC Non-ERISA Advisory Services Agreement
2. SonicBoom, LLC Amendment NO.1 Master Service Agreement

Creative Planning, LLC
Non-ERISA Advisory Services Agreement

This Agreement (the "Agreement") is made and entered into, by and between, Creative Planning, LLC, a Missouri limited liability company, (the "Adviser") and City of Murfreesboro (the "Client"), effective April 1, 2024, the ("Effective Date"). By signing this Agreement, Client acknowledges engaging Adviser to provide advisory services for the City of Murfreesboro Defined Contribution Plan (the "Plan") in accordance with the following terms and conditions:

1. Investment Discretion, Limitations, and Services. Adviser understands that it is not authorized to invest, sell, or reinvest Plan assets.

Adviser agrees to provide Services as set forth on Exhibit A (collectively, the "Services") for the Plan, sponsored by Client.

In providing the Services, Client acknowledges that Adviser has no responsibility to provide any Services hereunder with respect to the following types of assets: employer securities, real estate (but excluding real estate funds and publicly traded REITS), participant loans, non-publicly traded securities or assets; (other than Collective Investment Funds or non-publicly traded securities or assets recommended by Adviser), other illiquid investments, or brokerage window programs (collectively "Excluded Assets"). The Excluded Assets shall be disregarded in determining the fees payable to Adviser under Section 4 of this Agreement, and the fees shall be calculated only on the remaining assets (the "Included Assets"). Client further acknowledges that Adviser shall have no authority or responsibility to provide Services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities.

2. Investment Risk. Investing involves risk including the potential loss of Plan assets. Adviser does not and cannot guarantee the future performance of the Plan or any specific level of performance, the success of any investment or success of any strategy.
3. Custody. Adviser does not maintain custody of Plan assets or securities, nor is Adviser or any affiliate authorized to hold or receive any stock, bond or other security or investment certificate or cash (except in the payment of its advisory fee) that is part of the Client's Plan. Custody of Plan assets will be maintained with the independent trustee or independent custodian selected by Client (the "Custodian"), and Client will be solely responsible for paying all fees or charges of the Custodian. Neither Adviser nor any of its affiliates shall have any liability with respect to custodial arrangements or the acts, conduct, or omissions of the Custodian.
4. Advisory Fees. Client will pay Adviser a fee for Services listed on Exhibit A, attached hereto and incorporated herein by reference.

Client understands that Plan assets invested in shares of mutual funds or other investment companies ("Funds") will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those Funds, paid by the Funds, but ultimately borne by the investor. The Adviser shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the Funds or any portion of the Funds of the Plan.

Client hereby authorizes the Plan's recordkeeper or Custodian to remit the fees directly to the Adviser from Plan assets in the event fees are not paid by Client. Notwithstanding the fact that the Plan may pay Adviser's fees, Client understands its obligation to ensure fees are paid in a timely manner to Adviser.

Client acknowledges that certain mutual funds, investment funds, other investment companies or their distributors which offer investment alternatives under the Plan may from time to time pay fees such as 12b-1 fees, sub-transfer agency fees and/or similar fees to service providers to the Plan. Adviser charges and receives only the fees as set forth under this Agreement and does not receive any additional fees or compensation from any mutual fund, investment company, investment fund distributor, or other third party in connection with the performance of Services unless otherwise disclosed to Client. To the extent such compensation or fees are paid, such fees will be fully disclosed and used to reduce the fee's due under this agreement or be returned to the Plan as soon as practicable.

5. Confidentiality. Except as otherwise agreed in writing or as required by law, Adviser will exercise the highest degree of due diligence and care with respect to keeping confidential all Client information. Collected Client information and Plan participant information may include name, address, phone number, beneficiary information, and date of birth. This non-public personal information may be disclosed to affiliated and non-affiliated third parties, such as plan sponsors and other representatives designated by Client, as reasonably necessary in order to provide Services to the Plan. Such Client information and non-public personal information is not disclosed to any other unaffiliated third party without Client consent.
6. Services to Other Clients. Client understands and agrees that Adviser performs advisory services for various other clients and will continue to do so. Client agrees that Adviser may give advice or take action in the performance of its duties with respect to any of its other clients which may differ from advice given to or action taken on behalf of Client and may charge a different fee for Services for other clients.
7. Client Representations. Client is authorized to exercise control and management of the assets held in the Plan and to make all decisions regarding investment options available under the Plan. Client represents that Client is independent of Adviser and its affiliates and is capable of making independent and informed decisions concerning the Plan.

Client has determined this Agreement (i) to be in the best interests of the Plan and its participants, (ii) to be necessary for the operation of the Plan, and (iii) to be reasonable based upon the compensation to be paid for Services rendered hereunder.

The Plan does not prohibit payment of the fees out of Plan assets, and Client has determined, to the extent applicable that payment of the fees by the Plan is prudent and that the fees are reasonable.

The Client represents that Adviser has been furnished true and complete copies of all documents establishing and governing the Plan and evidencing the Client's authority to retain Adviser. The Client will furnish promptly to Adviser any amendments to the Plan, and the Client agrees that, if any amendment affects the rights or obligations of Adviser, such obligation will be binding on Adviser only when agreed to by Adviser in writing. If the Adviser is providing service with respect to only a part of

the assets of the Plan, the Client understands that Adviser will have no responsibility for providing advice with respect to the diversification of all of the Plan's investments, and that Adviser will have no duty, responsibility or liability with respect for the Plan assets that are excluded from Adviser's Services or are not subject to this Agreement.

Adviser will disclose within thirty (30) days following receipt of a written request of the Plan Administrator (unless such disclosure is precluded due to extraordinary circumstances beyond the Adviser's control, in which case the information will be disclosed as soon as practicable) all information related to this Agreement and any compensation or fees received in connection with this Agreement that is required for the Plan to comply with applicable reporting and disclosure requirements.

8. Plan Advisory Services. Adviser will provide Services as outlined in Exhibit A. Some of the Services outlined are offered on an as needed basis, and thus will be provided only to the extent requested by Client. Unless otherwise specified in an Exhibit to this Agreement, it is understood and agreed that Adviser will be entitled to the full fee regardless of whether all included Services are provided.
9. Authority. Adviser shall have full power and authority to select, monitor, remove and replace the investment options offered under the Plan as authorized by the Plan's Investment Policy Statement ("IPS"). Adviser shall exercise this authority in accordance with objectives, written guidelines and/or investment objectives set forth in the IPS. Client hereby appoints Adviser as Client's attorney-in-fact for purposes of exercising the foregoing power and authority and discharging Adviser's other discretionary obligations under this Agreement.
10. Trade Execution. Adviser is not responsible for placing trades or entering orders for securities transactions with respect to Plan assets or for the execution of any such orders. The placing and execution of trades in Plan assets will be the responsibility of the Plan's recordkeeper or Custodian; provided that Adviser may direct the Custodian to replace an investment option offered under the Plan.
11. Reports. Client will cooperate with Adviser to assure timely access by Adviser to such reports as to the status of the Plan assets as Adviser may reasonably request. Client acknowledges that Adviser will not be responsible for the accuracy of any information disclosed in any such report or any report provided to Adviser by any third party or Client, and that Adviser may rely on such reports without independent verification.

Adviser shall periodically report to Client on general investment information relative to the creation and management of any Discretionary Service.

12. Registration. Adviser represents that it is registered as an investment adviser with the U.S. Securities and Exchange Commission.
13. Assignment. Neither party may assign this Agreement or any of the rights and obligations hereunder, in part or in whole, without the prior written consent of the other party.
14. Client Authority. Client represents that it is the "plan administrator" for the control or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. The person signing this Agreement on Client's behalf has full power and authority to do so and that it is

binding. Client will inform Adviser of any event that might affect this authority or the propriety of this Agreement.

15. Termination. This Agreement shall be in effect until either party gives written notice to the other party of its intention to terminate this Agreement. This Agreement may be terminated, without penalty, upon at least thirty (30) days prior written notice by either party.
16. Form ADV Part 2 Delivery. Client agrees to review and consider the disclosures made by Adviser (including in this Agreement and the Form ADV Part 2), in particular the portions related to Services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like. Client acknowledges receipt of this Agreement and Adviser's Form ADV Part 2 reasonably in advance of entering into this Agreement.
17. Electronic Delivery Authorization. Creative Planning, LLC ("Adviser") would like to provide to Client (or your designated agent) (i) statements, reports and all other communications relating to the account (including quarterly, information, and (ii) all communications relating to the Adviser (including the ADV Part 2, privacy policy and any other communication required under the Investment Advisers Act of 1940, as amended or otherwise) (collectively, the "Informational Documents") in electronic form, such as through a file attached to an e-mail address provided by Client to the Adviser, or over a private internet site, in lieu of or in addition to sending such Informational Documents as hard copies via facsimile or mail. If the Informational Documents are made available over the internet, Client may be notified of their availability through an e-mail sent to the e-mail address provided by you. Client agrees to accept and authorize Adviser to provide electronic delivery of Informational Documents. In addition, Client may rescind this authorization and request paper statements at any time. This authorization will remain in effect unless rescinded by the Client in writing. The Adviser shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address (or upon advising Client via email that the document is available on Adviser's web site). Client recognizes that such Client may incur certain costs associated with delivery in this manner (for example, online time, software and hardware costs, and printing) and possible risks (for example, system outages).
18. Privacy Policy. In compliance with the Securities and Exchange Commission's Regulation S-P (Privacy of Consumer Financial Information), which was adopted to comply with Section 504 of the Gramm-Leach-Bliley Act (the "G-L-B Act"), Adviser has disclosed to Client its policies and procedures regarding the use and safekeeping of personal information. By signing below, Client acknowledges that it has read and understands the initial delivery of Adviser's annual privacy notice.
19. Use of Name or Marks. Client agrees that Adviser may use Client's name and/or logo in Client deliverables and other materials. Client deliverables include all materials prepared exclusively for the Client's benefit. Other materials are limited to client lists in promotional materials, requests for proposal, and Service related inquiries and do not include public announcements or press releases. This authorization does not represent an approval of Adviser's Services nor does it authorize Adviser to use Client name as a reference without Client consent.

20. Governing Law. Except to the extent ERISA or other federal law shall apply, this Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any conflict or choice of law provisions.
21. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid or unenforceable provisions never comprised a part of this Agreement. The remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or its severance from this Agreement.
22. Dispute Resolution. Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Adviser's services under this Agreement, both Adviser and Client agree that the dispute shall be resolved through individual binding arbitration. Adviser and Client will select the arbitration sponsoring organization and the neutral arbitrator, who shall be a retired judge, by mutual agreement. If Adviser and Client cannot mutually agree on an arbitration sponsoring organization, the arbitration will be held under the auspices of JAMS, and except as provided in this Agreement, will be under the then-current Comprehensive Arbitration Rules and Procedures ("JAMS Rules"), which are available via the Internet at www.jamsadr.com. To the extent that any of the terms, conditions or requirements of this Agreement conflict with the JAMS Rules, the terms, conditions or requirements of this Agreement will govern. Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. No party may join his or her claims with the claims of any other party for any purpose. All aspects of the arbitration, including any award, shall be treated as strictly confidential. This arbitration provision shall survive the termination of this Agreement. Client acknowledges that Client has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Client further acknowledges and agrees that in the specific event of non-payment of any portion of the Adviser Compensation pursuant to paragraph 4 of this Agreement, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and Adviser shall be entitled to reimbursement of reasonable attorneys' fees and other costs of collection.
23. Indemnification. To the extent permitted by Tennessee law, Adviser and Client shall indemnify, defend and hold one another, their directors, officers, employees, agents and representatives harmless from and against any and all claims, damages, losses or expenses (including reasonable parties' reasonable attorney, accountant and expert witness fees and costs) incurred by one party as a result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.
24. Modification. The Agreement may be modified, including without limitation the Services to be provided by Adviser or the fees charged by Adviser by mutual written agreement of the parties.
25. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof.

ACCEPTED BY CITY OF MURFREESBORO

Dated: _____ By: _____ (Sign Name Here)

_____ (Print Name Here)

Approved as to form:

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

ACCEPTED BY CREATIVE PLANNING, LLC

Dated: 5/8/2024 By: _____ (Sign Name Here)

DocuSigned by:
Brigette Epke
924526BDC04847D...

Brigette Epke _____ (Print Name Here)

Creative Planning, LLC

Exhibit A

Non-ERISA Advisory Services Agreement: Fee Schedule

As hereby agreed upon, an annual fee ("Asset Fee") of 20 basis points as a percentage of Included Assets (0.2%) will be charged for the Services identified below. Assets under management will be calculated based on the market value of Included Assets in the Client's Plan on the last trading day of each calendar quarter, unless the plan recordkeeper has an alternate method for determining assets under management for fee calculations. Services identified below will be billed quarterly in and payable within thirty (30) days of the billing date. Unless otherwise directed by the Client, the Asset Fee will be paid for by the Plan.

All fees associated with settlor functions will be paid by the Client.

The following services are included in the fees identified above unless otherwise noted.

<i>– Summary of Advisory Services to be Provided –</i>
<i>Discretionary Non-Investment Services</i>
Initial Plan and Vendor Analysis
<ul style="list-style-type: none">Analyze current provider's overall service package versus industry - including investments, administration, compliance, trust services and employee communicationsConduct initial compliance overview - to review whether plan is operating in accordance with applicable IRS standards regarding documentation and decision making (Note: Adviser does not provide legal advice)
Plan Governance Structure
<ul style="list-style-type: none">Perform compliance assessmentReview and assist if needed with formalizing committee structure through drafting of charter, by-laws, and other formative documentsReview and/or develop investment policy statementAssess process used for selection, monitoring and replacement of Plan investment options; support responsible parties in implementation of prudent monitoring process, if neededDraft committee meeting documents including agendas and minutesPerform fee benchmarking analysisConduct training for plan committee and administrative personnel as appropriateProvide training updates quarterly through on-line modulesAssist Client in evaluation of Plan expenses to determine that various expenses are paid properly (i.e. settlor expenses paid by resources outside Plan assets such as plan sponsor or other party)Evaluate service provider arrangements pricing and quality to provide plan sponsor insight on reasonableness of fees based on industry standards
Plan Optimization Services
<ul style="list-style-type: none">Provide plan design benchmarking through proprietary and third-party resources dataAssess employee retirement readiness status, design strategies to improve projected outcomes

- Develop multi-faceted employee education strategy to be implemented through vendor resources
- Coordinate and attend ongoing meetings with vendor personnel, as needed, in support of ongoing projects, to review service offerings and to gauge vendor effectiveness
- Conduct customized vendor evaluation/RFP process and provide conversion support, if needed
- Assist in the evaluation of education resources including quality of services and fees reasonableness

HR Team Support

- Prepare customized Compliance Calendar to include required notices, filings, and audit deadlines
- Review plan documents, plan amendments, required notices, contracts, etc.
- Provide access to Creative Planning's Counsel for guidance related to plan operations and compliance
- Provide updates related to regulatory and legislative changes, economic updates and investment trends
- Available for general plan related questions or service issues
- Act as primary liaison for provider relationship; provide ongoing daily assistance and unlimited availability in resolving vendor service issues
- Coordinate and lead annual plan review; assess plan sponsor needs and assist plan sponsor in managing vendor services to meet short and long-term plan objectives
- Review plan changes and related financial impacts / cost implications; provide plan sponsor with executive level cost benefit analysis

Discretionary Services

Discretionary Investment Management Service

In providing Discretionary Investment Management services, Adviser will act as an "investment manager" as defined in the Investment Advisors Act with respect to the assets of the Plan which Adviser has authority to exercise discretion.

Under no circumstances has Adviser agreed to assume the duties of a trustee of the Plan or as plan administrator, and Adviser has discretion only as designated hereunder, but no discretion to interpret the Plan documents, to determine eligibility or participation under the Plan, to place trades on behalf of the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan or the underlying investment options.

The Client (or a delegate thereof) retains the sole responsibility to provide all required notices to participants.

Discretionary Investment Management Responsibilities

- Implement and perform a prudent fiduciary process to select, monitor and replace plan investment options
- Provide plan sponsor with an IPS for plan adoption that outlines the process the Adviser will use in selecting and monitoring investments, and plan sponsor shall acknowledge receipt of the IPS in writing
- Perform ongoing gap analysis to determine if the plan is offering appropriate number and style of investment options, including target retirement and asset allocation funds
- Regularly conduct comprehensive analysis of plan investment options versus benchmark and peer group; identify underperforming investments, including search and selection of replacement / additional options for the Plan
- Prepare and analyze investment reviews monitoring: performance, risk, style drift and expenses of each fund option versus its peers; replacement of existing options as needed

Dated: _____ By: _____ (Client Signature)

Appendix A
City of Murfreesboro
City of Murfreesboro Defined Contribution Plan

INVESTMENT POLICY STATEMENT

Plan Adoption Date: April 01, 2024
Plan Year-End Date: December 31, 2024
Plan Number: 001

Background

The City of Murfreesboro Defined Contribution Plan ("Plan") is a defined contribution retirement savings plan that is not subject to ERISA and is maintained by City of Murfreesboro ("Plan Sponsor") for eligible employees in accordance with the terms, conditions, and provisions of the Plan, as set forth in the Plan documents.

The Plan and the benefits provided thereunder are funded by employee salary deferrals and may include after-tax and employer contributions as provided in accordance with the Plan documents.

If any term or condition of this Investment Policy Statement ("IPS") conflicts with the Internal Revenue Code ("IRC") or any term or condition in the Plan document, the IRC and the terms and conditions of the Plan document shall control.

Purpose of the Investment Policy Statement

This IPS is intended to assist those responsible for the Plan investments in making investment-related decisions in a prudent manner. It outlines the underlying philosophies and processes for the selection, monitoring and evaluation of the investment options utilized for the Plan. Specifically, this IPS:

- Defines the Plan's investment objectives
- Defines the roles of those responsible for and performing services related to the Plan
- Describes the criteria and procedures for determining the investment options to be made available to Plan participants
- Establishes investment procedures, measurement standards and monitoring guidelines for the selection of suitable investments
- Outlines the criteria for monitoring and evaluating investment performance
- Provides options to address investment options that fail to satisfy established objectives

This IPS will be reviewed on a regular basis and may be amended to reflect changes in capital markets, Plan participant objectives, or other factors relevant to the Plan.

Investment Objectives

The investment objective of the Plan is to provide flexibility for participants to make prudent investment decisions based on their individual investment needs, including:

- Time horizon
- Risk tolerance
- Return objective
- Liquidity requirements

The appropriate asset allocation for a participant is a function of many factors, including age, income, desire for lifetime income, length of time to retirement, investment risk tolerance, and investments other than retirement plan assets. The objective is to provide participants with an array of investment choices, enabling them to invest according to their varying investment needs.

The investment choices offered should represent asset classes with different risk and return characteristics. This will enable participants to construct a diversified portfolio using the concept of asset allocation to reduce risk.

As a result, the Plan's investment options will be selected to:

- Provide exposure to a wide range of opportunities in various asset classes
- Provide returns comparable to similar investment options considering reasonable and prudent levels of risk
- Provide exposure to different and complimentary investment styles
- Control administrative and management costs

Core Options

The core investment options available to participants in the Plan will be selected in a prudent manner for the exclusive purpose of providing benefits to such participants and their beneficiaries. Core investment options in the Plan should also:

- In aggregate, provide a sufficient variety of options to permit participants to diversify their accounts
- Be generally representative of the investment objectives they were designed to achieve

- Maintain sufficient liquidity in order to meet the cash requirement of the Plan, including paying the reasonable and necessary expenses of administering the Plan, and to meet participant liquidity requirements to the extent permitted under the Plan, such as loans, hardships and other in-service withdrawals
- In general, remain competitive with an identified, appropriate benchmark index and/or peer group (or blended benchmark indices) for a similar style universe for purposes of both risk and return
- Have objectives that are suitable for a qualified retirement plan
- Maintain a competitive and fair fee structure

Non-Core Options

In addition to the core fund options, Plan Sponsor may make available other options to enable participants to further diversify or customize their portfolio. Such options would include giving participants the opportunity to invest in funds and securities of their own choosing through a brokerage window or permitting employer stock as an investment in the Plan. These investments would fall outside the scope of this IPS.

Roles and Responsibilities

Those responsible for the management and administration of the Plan's investments include, but are not limited to:

- The Plan Sponsor who is responsible for:
 - Selecting the trustee(s)
 - Hiring the recordkeeping and/or investment advisory consultants
 - Appointing Creative Planning, LLC ("CP") as an investment advisor with discretionary authority for the selection of investment options for the Plan's fund lineup, and monitoring CP's provision of such services
- The Plan's Custodian who is responsible for holding and investing Plan assets in accordance with the terms of the Trust Agreement.
- The Recordkeeper who is responsible for maintaining and updating individual account balances for the Plan as well as information regarding Plan contributions, withdrawals and distributions.

CP will be primarily responsible for:

- Preparing, maintaining and amending this IPS
- Determining the guidelines for selecting investment options
- Selecting investment options
- Ensuring a documented, prudent fiduciary process is being used to select, monitor and replace plan investment options
- Performing gap analysis to determine if the plan is offering appropriate number and style of investment options, including target retirement and asset allocation funds
- Conducting thorough analysis of plan investment options versus benchmark and peer group
- Preparing ongoing investment reviews that monitor performance, risk, style drift and expenses of each fund option versus its peers
- Identifying underperforming investments and making replacements or new additions as warranted
- Monitoring service providers as appropriate

Investment Management Services

CP will manage the investment lineup for the Plan. CP has the power and authority to select, monitor, remove and replace the core investment options offered by the Plan.

Evaluation of the investment options in the fund lineup will follow the guidelines designated in this IPS.

The investment lineup will be designed by CP to meet the specific objectives of the Plan. The lineup will generally provide a diversified selection of equity, fixed income, and cash investments. CP will not attempt to make tactical short-term investment decisions; however, minor adjustments to the investment options offered by the Plan may be made over time.

CP has the authority to remove or replace an investment within the Plan's fund lineup, if, in the opinion of CP, the investment option does not, or is not expected to, meet expectations or is no longer suited to the Plan and its participants.

The appropriateness of the Plan's investment lineup will generally be reviewed on a quarterly basis and will not exceed a period of one year without a review.

Selection and Monitoring of the Investment Options

In selecting the core investment options, CP may take into account reasonable criteria including the following as CP deems appropriate:

- Investment objective
- Performance as compared to a stated benchmark and/or an appropriate peer group(s)
- Risk measures versus that of the benchmark and/or peer group
- Risk-adjusted performance versus that of the benchmark and/or peer group
- Style Consistency of the portfolio
- Organizational structure and stability of personnel
- Operational efficiencies within the Plan, including additional transaction or other costs to participants
- The fees and expenses assessed by the investment vehicle including impact on overall plan and participant costs

CP shall generally monitor the core investment options on a quarterly basis, but no less frequently than annually or as circumstances warrant.

CP may, from time to time as warranted, modify these objectives and criteria, or may consider other objectives and criteria, all according to CP's investment discretion. In addition, CP may consider any changes or developments at the firm and/or the fund. Such changes may include, but are not limited to, changes in manager personnel, firm structure (corporate and/or financial), investment strategy, or other factors determined relevant by CP.

Investment portfolios that consistently fail to meet CP's expectations may become candidates for replacement. While no single shortfall is cause for immediate action, CP may determine to place a fund on a "watch list" for unsatisfactory results. However, inclusion on the "watch list" for an extended period of time does not require a replacement. Replacement occurs when CP has lost confidence in an investment or believes an alternative investment is a more suitable option for the Plan.

Prior to making any decisions to remove or replace an investment option, in light of CP's fiduciary responsibilities, CP may emphasize the following considerations in their complete evaluation of the investment options:

- The investment option's longer-term investment performance on a rolling basis (including performance over periods of more than five years, if available) rather than discreet shorter-term periods
- Recent sub-advisory changes or fund restructurings designed to correct deficiencies
- The investment option's adherence to stated investment style, whether or not that investment style has been in or out of favor
- Unusual circumstances arising from periods of increased market volatility
- Degree to which the investment option has reduced or controlled risk, which constrains the ability to outperform by significant amounts

CP has the authority to remove or replace an investment option if, in the opinion of CP, the investment option does not, or is not expected to, meet the specified criteria or is no longer suited to the Plan and its participants.

Target Date Funds

CP may consider the following, in addition to other relevant criteria in its selection and monitoring process related to Target Date Funds.

- The glide path and how it changes over time
- How asset allocation compares to industry standards for each age group
- Exposure to underlying asset classes
- Strength of underlying managers
- Fees and expenses
- Customized versus proprietary options
- Performance versus benchmark and peer group
- Risk adjusted performance versus peer group

Stable Value Funds

CP may consider the following in its selection and monitoring process related to Stable Value Funds:

- Composition of the underlying portfolio, including security type, duration, credit quality, and additional statistics as available
- Portfolio crediting rate and/or performance
- Plan level liquidity provisions

Signatures

Plan Sponsor acknowledges the roles and responsibilities set forth in this IPS and understands that it will guide the parties responsible for the Plan, including CP in the selection and monitoring of investment alternatives for the Plan. This IPS will remain in effect until amended in writing by CP and accepted by Plan Sponsor. This IPS is meant to provide a set of written guidelines for the Plan's investment fiduciaries; however, no provision contained herein shall give rise to a right to any participant or beneficiary to enforce the terms of the IPS.

City of Murfreesboro

SIGNATURE:

DATE: _____

NAME:

TITLE: _____

Client Acknowledgement of Solicitor Arrangement

Lockton Investment Advisors, LLC (“LIA”) initially referred your organization to Creative Planning, LLC (“Adviser”) for the Services covered in this Agreement. At that time your firm (“Client”) received a set of Solicitor Disclosure Documents. You may decide at any point to terminate your relationship with Adviser as noted in this Agreement, however LIA, as a Solicitor does not have this authority or responsibility.

Referral Acknowledgement:

I acknowledge receipt of the Solicitor Disclosure Documents on behalf of Client as well as Adviser’s Form ADV Part 2A Disclosure Brochure.

City of Murfreesboro

Signature: _____

Date: _____

(mm/dd/yyyy)

This document is part of Creative Planning, LLC’s SEC compliance process. Please contact our Compliance Department (cp.wealth.compliance@creativeplanning.com) if you have questions.

Creative Planning Retirement Services E-mail addresses

Please add these addresses to your safe senders (whitelist) in your e-mail.

Type	Email Address	Description
Payment Detail	retirement.statements@creativeplanning.com	Address from which additional detail regarding payments may be requested. Can also be used to send payment remittance detail.
Invoices	system@sent-via.netsuite.com	Address from which Creative Planning invoices will be sent.
Retirement or Investment Content	retirement-solutions@retirementservices.creativeplanning.com	Creative Planning produces client content related to investments and other retirement topics. Content will be sent from this address
DocuSign:	dse_na3@docuSign.net	Agreements and other signature ready documents will be sent from this address.
Client Survey	retirement-solutions@creativeplanning.com	Used for periodic client survey

March 29, 2024

Form ADV Part 2A Disclosure Brochure



5454 W. 110th Street
Overland Park, KS 66211

866-909-5148
CreativePlanning.com

This brochure provides information about the qualifications and investment advisory business practices of Creative Planning, LLC. If you have any questions about the contents of this brochure, please contact us at (913) 338-2727 or cpi@creativeplanning.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Additional information about Creative Planning, LLC is also available on the SEC's website at <https://adviserinfo.sec.gov/>. You can view our information on this website by searching for "Creative Planning" or by using the Firm's CRD number, which is 105348.

References to Creative Planning, LLC as a "registered investment advisor" or any reference to being "registered" does not imply a certain level of skill or training.

Material Changes

This item only intends to discuss material changes to our Disclosure Brochure since our 2023 Annual Amendment filing dated March 31, 2023. We made material changes to our Disclosure Brochure since the 2022 Annual Filing.

Item 5 – Fees and Compensation

- Client accounts under management that are held away from the custodians the firm customarily uses are billed on a prorated basis to account for any loss of connectivity with the aggregator software (technology used to allow management of client accounts that are not accessible via preferred custodians).

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

- Creative Planning’s Investment Philosophy and Strategies section was updated to include direct indexing stock strategies available through outside sub-advisors and private market investments.

Item 10 – Other Financial Industry Activities and Affiliations

- The Firm is the investment manager to CAIS Private Equity Core II LP, which is anticipated to close this year at which time it would not accept new subscribers. The Firm does not receive any additional compensation for investment management services to the fund.
- The Firm entered a business relationship with BerganKDV, Ltd., and BerganKDV, LLC, an independent and separately governed and licensed CPA firm.
- The Firm is under common control with United Capital Risk Management, LLC, an insurance agency, and United Capital Financial Advisors, LLC, a separately managed SEC-registered investment advisor. Unless otherwise disclosed, the activities of United Capital Risk Management and United Capital Financial Advisors are separate from those of Creative Planning, LLC.

Item 12 – Brokerage Practices

- Creative Planning participates in the Fidelity Wealth Advisor Solutions® Program (the “WAS Program”), through which we receive referrals from Fidelity Personal and Workplace Advisors LLC (FPWA), a registered investment adviser and Fidelity Investments company. Creative Planning is independent and not affiliated with FPWA or any Fidelity Investments company. FPWA does not supervise or control Creative Planning, and FPWA has no responsibility or oversight for our provision of investment management or other advisory services.

We will ensure that you receive a summary of material changes to this and subsequent disclosure brochures within 120 days after our fiscal year ends. Our fiscal year ends on December 31, so you will receive the summary of material changes, if any, no later than April 30 each year. We will also offer a copy of the most current Disclosure Brochure at that time. We may also provide other ongoing disclosure information about material changes as necessary.

Table of Contents

Material Changes	2
Table of Contents	3
Item 4 – Advisory Business	5
Client Assets Managed by Creative Planning	5
Portfolio Management Services	5
Retirement Plan Services	6
Department of Labor Acknowledgement of Fiduciary Duty	6
Financial Planning Services	6
Sub-Advisory Services	7
Persons Residing Outside of the United States	7
Item 5 – Fees and Compensation	7
Deduction of Client Fees	9
Other Types of Fees/Expenses	9
Sub-Advisory Services	9
Retirement Plan Services	10
Institutional Fiduciary Services	11
Financial Planning	11
Financial Education Speaking Engagements	11
Item 6 – Performance-Based Fees and Side-By-Side Management	11
Item 7 – Types of Clients	11
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	12
Methods of Analysis	12
Investment Philosophy and Strategies	12
Risk of Loss	13
Item 9 – Disciplinary Information	15
Item 10 – Other Financial Industry Activities and Affiliations	16
Business Advisory Services – Creative Planning Business Advisory LLC	16
Business Valuation Services – Creative Planning Business Valuations LLC	16
Legal Activities – Creative Planning Legal, P.A.	16
Trust Services – Creative Planning Trust Company, LLC	17
Accounting & Tax Services – Creative Planning Tax LLC and CP Strategic Advisors, LLC	17
Insurance Activities – Creative Planning Risk Management, Creative Planning Insurance, LLC, and United Capital Risk Management, LLC	17
Technology Services – Creative Planning Technology, LLC	18
Creative Planning Lending, LLC	18
Creative Planning Business Accounting Services, LLC	18
BerganKDV, Ltd. And BerganKDV, LLC	19
Creative Planning Payroll, LLC	19
Creative Planning Business Alliance, LLC	19
United Capital Financial Advisors, LLC	19
Sub-Advisors	20
Referrals to Third Parties	20
Private Funds	20
Managed Accounts Solution	20
Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading	21
Code of Ethics Summary	21
Participation or Interest in Client Transactions	21

Private Funds	21
Item 12 – Brokerage Practices.....	21
Recommendation of Broker/Dealers and Custodians.....	21
Trading Away	23
Block Trading Policy	23
Brokerage for Client Referrals – Charles Schwab & Co., Inc.....	24
Client Referrals – Charles Schwab Trust Bank’s Schwab Retirement Network	25
Client Referrals – Fidelity Wealth Advisor Solutions®	25
Trade Errors	26
Sub-Advisors	26
Item 13 – Review of Accounts	26
Statements and Reports	26
Item 14 – Client Referrals and Other Compensation	27
Client Referrals	27
Charles Schwab.....	27
Affiliated Non-Investment Advisory Retirement Plan Recordkeeping and Third-Party Administration Companies	27
Referrals Between Creative Planning’s Wealth Management and Retirement Plan Services Division	28
Sponsorship of Corporate Events and Community Education Events.....	28
Other Compensation	28
Item 15 – Custody.....	29
Item 16 – Investment Discretion	29
Item 17 – Voting Client Securities.....	30
Item 18 – Financial Information.....	31

Item 4 – Advisory Business

Creative Planning, LLC (referred to throughout as we, us, our, or the Firm) is owned and controlled by Peter Mallouk through the following ownership structure: CPI HoldCo B, LLC; CPI HoldCo A, LLC; CPI HoldCo, LLC; CPI HoldCo, Inc, Peter Mallouk Trust, and the MJG Irrevocable Trust.

Creative Planning has been registered as an investment advisor with the United States Securities and Exchange Commission (“SEC”) since March 18, 1983.

Client Assets Managed by Creative Planning

Client assets managed by Creative Planning total approximately \$175,271,678,869 as of December 31, 2023; \$172,319,359,409 is managed on a discretionary basis, and \$2,952,319,460 is managed on a non-discretionary basis.

The Firm also provided monitoring/consulting services to section 404 pension plans with combined assets of approximately \$107,193,193,107. These assets are commonly referred to as assets under advisement.

The Firm’s Executive Officers are:

- Peter Mallouk, President
- Molly Rothove, Vice President
- David Kaye, Chief Financial Officer
- Jamie Battmer, Chief Investment Officer
- Ramesh Poola, Co-Chief Investment Officer
- Jonathan Knapp, Chief Operations Officer
- Lee Richardson Jr., Chief Risk and Compliance Officer
- Chat Scruggs, Chief Technology Officer

Portfolio Management Services

We provide advisory services in the form of Portfolio Management Services. Portfolio Management Services provide clients with continuous and ongoing supervision over their accounts. This means that Creative Planning will continuously manage a client’s account and place trades in client accounts when necessary.

We provide investment advice on a large variety of investment types. When providing Portfolio Management Services, the Firm will typically consider bonds, equities, ETFs, mutual funds, and alternative investments to build diversified portfolios to meet each respective client’s financial goals and objectives; however, we are not limited to those investments. It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings as deemed appropriate based on the client’s risk tolerance and short- and long-term goals. We may modify our investment strategy to accommodate special situations, including but not limited to low-basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations. (Please refer to Item 8 – Methods of Analysis, Investment Strategies, and Risk of Loss for more information.)

Our services are provided based on the specific needs of each client. For example, the client can impose restrictions on the accounts we manage, including specific investment sectors and selections. We work with each client on a one-on-one basis through interviews and questionnaires, as applicable, to determine the client’s investment objectives and suitability information. We will not necessarily verify any information received from the client or the client’s other professionals, and we are authorized to rely on the information provided. It is each client’s responsibility to promptly notify us if there is ever any change in their financial or personal situation or investment objectives for the purpose of reviewing our previous recommendations. Clients should be aware that there will be periods of time when the Firm determines that changes to a client’s portfolio are neither necessary nor prudent, but clients will still be subject to the fees described in their client agreement. Creative Planning does not participate in a wrap fee program.

Retirement Plan Services

We offer several advisory services for corporate and public retirement plans, separately or in combination. The primary clients for these services are pension, profit sharing, and participant-directed, individual account plans (i.e., 401(k), 403(b), etc.).

Specifically, we offer (1) Discretionary Investment Management Services, (2) Non-Discretionary Investment Advisory Services, (3) Retirement Plan Fiduciary Services and/or (4) Advisor Managed Account, FinanceGPS and FinancialGuide to employer-sponsored retirement plans and their participants in either an ERISA 3(38) fiduciary or ERISA 3(21) co-fiduciary capacity. Depending on the type of the plan and the specific arrangement with the plan sponsor, we may provide one or more of these services. Before being engaged by the plan sponsor, we will provide a copy of this Form ADV Part 2A, our Privacy Policy, and the applicable Agreement containing the information required to be disclosed under Sec. 408(b)(2) of the Employee Retirement Income Security Act ("ERISA"), as applicable.

A plan participant or beneficiary may request additional services in providing Retirement Plan Services to a plan. Creative Planning may establish a separate client relationship with one or more plan participants or beneficiaries through a separate agreement. Such client relationships develop in various ways, including, but not limited to:

- a result of a decision by a plan participant or beneficiary to purchase services from Creative Planning not involving the use of plan assets;
- part of an individual or family financial plan for which any specific recommendations concerning the allocation of assets or investment recommendations relating to assets held outside of the plan; and/or
- through a rollover to an Individual Retirement Account ("IRA").

If a plan participant or beneficiary desires to affect a rollover from the plan to an IRA account advised or managed by Creative Planning, or if we make a recommendation to affect a rollover, we will have a conflict of interest given that our IRA advisory fees can reasonably be expected to be higher than those we receive in connection with the Retirement Plan Services due to the individualized nature of our IRA-related services. To mitigate such conflicts, Creative Planning will disclose relevant information about the applicable fees we charge for advising or managing an IRA, as well as reviewing the benefits each retirement account allows for before opening an account to receive the rollover. The decision as to whether to take a distribution from any retirement account rests solely with the individual participant and beneficiaries.

Department of Labor Acknowledgement of Fiduciary Duty

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. How we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interests ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

Financial Planning Services

We offer advisory services in the form of financial planning services. Financial planning services do not involve ongoing client account management but instead focus on a client's overall financial situation. Financial planning can be described as helping individuals determine and set their long-term financial goals through investments, tax planning, asset allocation, risk

management, retirement planning, and other areas. The role of a financial planner is to find ways to help the client understand their overall financial situation and help them set financial objectives.

We analyze and review the client's financial documentation, which typically includes the client's assets and liabilities, investment portfolio, retirement plan, education plan, risk management plan, risk tolerance, estate plan, and other areas relevant to the client's financial health. We then provide an executive summary highlighting the plan of action. Our Wealth Managers are available to assist with implementing the plan and to answer any client questions. Still, the client is ultimately responsible for implementing or rejecting our recommendations. You are never obligated or required to implement our recommendations.

Furthermore, we can implement the plan with the client throughout the year. It remains the client's responsibility to promptly notify us of any changes in their financial situation or investment objectives to review, evaluate, or revise our previous recommendations and/or services.

While certain Wealth Managers and financial planners are certified public accountants, enrolled agents or attorneys, and the financial planning services described above include an analysis, review and recommendations relating to a client's tax situation and estate plan, Wealth Managers and financial planners do not provide tax or legal services. Tax and legal services are offered through the Firm's affiliated Tax and Legal entities through separate agreements and compensation arrangements. (Please refer to Item 10 – Other Financial Industry Activities and Affiliations.)

Sub-Advisory Services

We have entered into sub-advisory agreements for separately managed account(s) with independent registered investment advisors. These arrangements were established to fulfill specific investment strategies to meet clients' goals and objectives. We do not make individual security or stock option selection decisions in the sub-advised account. The sub-advisors buy and sell securities over time as they manage the account directly on the client's behalf. We monitor the investment account, but not to the degree that we would monitor investments in accounts we manage directly. Where the sub-advisor performs management services for a client of Creative Planning for a fee, clients will receive a copy of the sub-advisor's ADV Part 2A brochure.

Persons Residing Outside of the United States

Services for clients living outside the United States may be restricted or limited due to custodial rules or other factors. Investment options and strategies may differ from our typical recommendations, including but not limited to the foreign tax treatment of investment transactions in the United States. In addition, foreign laws or requirements may also impact our ability to service accounts or require additional disclosure as determined on an individual country basis. The client will be responsible for satisfying all legal and tax reporting requirements of the United States and all applicable foreign governments.

Any person located outside of the United States who wishes to open an account or an existing client who is located outside of the United States will be subject to the custodian's policy regarding that country (including their right to decline to open or maintain the account), and all applicable customer identification and anti-money laundering regulations.

In its sole discretion, Creative Planning reserves the right to decline an engagement with any prospective client outside of the United States, or terminate an engagement with an existing client, if they move outside of the United States.

Item 5 – Fees and Compensation

We typically charge an annual percentage-based fee for portfolio management services. The annual fee is based on the fair market value of the client's account assets determined as of the last day of each calendar quarter. Based on specific circumstances, like accrued interest, there may be a discrepancy between the custodial statement value and the client's assets in the billing software on the last day of the quarter. Advisory fees are annualized and applied quarterly in arrears based on the number of calendar days in a quarter. New accounts funded with outside assets will be billed for the number of

calendar days the account was funded. Accounts funded within the last 10 days of the quarter will not be billed unless funded by an internal transfer. New accounts funded from internal transfer will be billed from the new account's start date or the quarter beginning date, whichever is most recent. Client accounts under management that are held away from the custodians the firm customarily uses are billed on a prorated basis to account for any loss of connectivity with the aggregator software (technology used to allow management of client accounts that are not accessible via preferred custodians). Loss of connectivity can occur due to technology issues with the software and client login credentials. Held away accounts will be billed a prorated fee based on the number of calendar days the account was connected. The value of the assets billed will be calculated using the asset share price on the last day of the quarter and the number of shares at the time the account was last connected. If the relationship is terminated, a prorated fee will be due for the number of days you were a client in the quarter. The following is our standard fee schedule.

Annual Fee Calculation

1.20% on the first \$500,000, then
 1.00% on assets of \$500,001 – 2,000,000, then
 .85% on assets of \$2,000,001 – \$5,000,000, then
 .80% on assets of \$5,000,001 - \$10,000,000, then
 .70% on assets of \$10,000,001 - \$25,000,000, then
 .40% on assets of \$25,000,001 - \$50,000,000, then
 .30% on assets of \$50,000,001 - \$100,000,000, then
 .25% on assets over \$100,000,000

Unless expressly excluded, we calculate our management fee against all assets in the investment account. Therefore, fee calculations include cash balances invested in money market funds, short-term investment funds, ETFs, mutual funds, the entire market value of margined assets and short positions (if any), alternative investments (if any), and all other investment holdings. Your advisory fee may sometimes exceed the money market yield, specifically during low-yield environments.

The account values used to calculate your management fee are obtained from pricing services that we believe are reliable. However, we cannot guarantee their accuracy or that securities may be bought or sold at those prices. We rely on the most recent holding information made available through our aggregation software in relation to reporting, trading, and billing calculations. This may include pricing data gathered from third-party sources other than the custodian of your account(s). Valuation of a fund's alternative investments may be complex, as there generally is no established market for these assets or for securities of privately held companies that the fund may own directly or indirectly. Therefore, there may be differences in the values we use for reporting, trading, and billing calculations. Any security(ies) excluded from billing or labeled as "no bill" will not be included in assets under management to determine our investment management fee.

At our discretion, we may agree to 'household' specific client accounts for purposes of fee calculation depending on the client relationship and overall services provided. The exact services and fees will be agreed upon and disclosed before services are provided. Fees and how they are charged are negotiable. At our discretion, we can charge a lesser investment advisory fee, charge a flat fee, or waive a fee entirely based upon specific facts and circumstances, including but not limited to the client's financial situation and circumstances, the amount of assets under management and anticipated to be under management, account householding arrangements, the complexity of the services provided, related accounts, account composition, grandfathered fee schedules, employees and family members, courtesy accounts, and negotiations with client, etc. In some cases where the advisory relationship changes and the scope of services rendered materially narrows or expands, fees may be adjusted as mutually agreed to and as evidenced by a signed supplemental agreement.

The market value of the client's account will be increased to the extent that margin is employed in managing the client's investment portfolio. Therefore, the corresponding fee payable by the client to us will increase because we include the margin balance in the client's overall management fee calculation. As a result, in addition to understanding and assuming the

additional principal risks associated with the use of margin, clients authorizing margin are advised of the conflict of interest between us and the client whereby we may recommend the use of margin, which will also increase the management fee payable to us. This affects clients with a margin balance at the time of billing. If you are concerned about margin and its implications on your account, please contact your Wealth Manager to discuss. For more information, please refer to Item 8 – Methods of Analysis, Investment Strategies, and Risk of Loss.

The Firm has acquired other advisory firms. Specific legacy clients of those firms are subject to the billing practices in effect when they become clients of those firms. For example, per the terms of their original agreement with the acquired firms, those clients may be subject to billing practices such as billing in advance versus arrears or other arrangements that may differ from Creative Planning's standard billing practices. Once the clients sign a Creative Planning client agreement, we will work with the client to transition the fees to our procedure as set forth above. If applicable, a legacy client who terminates their advisory services will be promptly issued a refund for any unearned advisory fees paid.

Deduction of Client Fees

Fees are generally deducted directly from the client's account. Clients must provide the custodian with written authorization to have fees deducted from the account and paid to us. The custodian will send client statements, at least quarterly, showing all disbursements for the account, including the amount of the advisory fee, if deducted directly from the account (please refer to Item 13 – Review of Accounts for more information regarding client statements).

Brokerage fees and/or transaction ticket fees charged by the custodian will be passed directly to each client's account. We do *not* receive any portion of such commissions or fees from the custodian or from clients. Management fees we charge are separate and distinct from the fees and expenses charged by mutual funds, exchange-traded funds, annuities, private investments, or investment company securities that may be recommended to clients. Each investment company security prospectus offers a description of these fees and expenses.

Portfolio management services may be terminated by either party at any time by written notice (including email) to the other. If services are terminated during a quarter, fees due are pro-rated based on the period we managed the assets before termination. The date of termination will be used to calculate the final fee payment. Upon termination, we will have no obligation to recommend or take any action with regard to the securities, cash, or other investments in your account(s). Any fee credits granted for customer service issues or annuity surrender fees will be forfeited if you close or transfer your account before the credits have been fully applied. If you elect to participate in a private investment fund(s) we introduced, you agree to pay a termination fee as noted in the Private Fund Investment Acknowledgement. The Firm has negotiated lower fees and minimum investment requirements with many private investment funds, and you may be subject to higher fees, increased capital commitments, or other expenses imposed by the fund sponsor if you terminate your management relationship with us.

Other Types of Fees/Expenses

Clients may instruct us in writing to have additional fees charged to their accounts based on other services provided through Creative Planning or one of its affiliates or third-party entities through additional signed agreements.

Sub-Advisory Services

There will be additional fees associated with any sub-advisor services. There will be a separate Agreement that you will sign with the sub-advisor that will lay out their fee structure which you will be responsible for paying. Please see their ADV Part 2A and advisory agreement to review the sub-advisor's fees, calculations, and methodology.

Brokerage fees and/or transaction ticket charges associated with managing the sub-advisor account and charged by the custodian will be passed directly to each client's account. Creative Planning does not receive any portion of such commissions or fees from the custodian or from the sub-advisor.

Management fees charged by Creative Planning are separate and distinct from those set by the sub-advisor. Creative Planning and the sub-advisor do not share any fees between them.

Retirement Plan Services

Fees for the Retirement Plan Services are negotiable, based solely on our discretion, and vary based upon the nature, scope, and frequency of our services as well as the size and complexity of the plan. A general description of the different types of fees for Retirement Plan Services appears in the fee schedule below:

Fee Type	
Asset-Based Fees (Plan-Level)*	
Investment Fiduciary & Retirement Plan Consulting Services	Not to exceed 1.00%
Remote Investment Fiduciary & Retirement Plan Consulting Services- AB401k	Not to exceed .50%
Flat Fee	Negotiable
Hourly Fee	Negotiable
Project Fee	Negotiable

**Plan Model Portfolios. Depending upon the capabilities of the plan's record keeper or custodian and the preferences of each plan sponsor, we may offer managed model asset allocation portfolios for plan participants. We typically charge a quarterly fee of up to .10 percent for this service, and such fees are deducted from participants' accounts by the plan's record keeper or custodian and paid directly to Creative Planning.*

**Morningstar Advisor Fees. Depending upon the capabilities of the plan's record keeper or custodian and the preferences of each plan sponsor, Morningstar Investment Management, LLC asset allocation models may be made available to plan participants. Morningstar typically charges an annual fee of up to .15 percent for its asset allocation models. The plan's record keeper or custodian deducts such fees from participants' accounts and pays them directly to Morningstar. In addition to Morningstar's fee, Creative Planning receives up to .30 percent annually.*

**Managed Accounts-Financial Guide. For Manage Accounts Services, we typically charge an annual fee of up to .36 percent for managed account services, and such fees are deducted from such participants' accounts by the plan's recordkeeper or custodian.*

Depending upon the capabilities and requirements of the plan's record keeper or custodian, we may collect our fees in arrears or in advance. In some cases, plan sponsors instruct the plan's record keeper or custodian to automatically deduct our plan-level fees from the plan account(s); however, plan sponsors may also request that we send invoices directly to the plan sponsor or the record keeper/custodian.

Plans receiving Retirement Plan Services may pay more than or less than a client might otherwise pay if purchasing the Retirement Plan Services separately or through another service provider. Several factors determine whether the costs would be more or less, including, but not limited to, the size of the plan, the specific investments made by the plan, the number of or locations of plan participants, the services being offered by another service provider, and the actual costs of Retirement Plan Services purchased elsewhere. Considering the specific Retirement Plan Services we offer, our fees may be more or less than those of similar service providers.

In determining the plan account's value for calculating asset-based fees, we will rely upon the valuation of assets provided by the plan sponsor or the plan's custodian or record keeper without independent verification. Unless we agree otherwise, no adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the plan

account during that period or (ii) any partial withdrawal of assets from the account during that period. All plan-level asset-based fees shall be based on the total value of the assets in the account as defined by the Agreement without regard to any debit balance.

Our Retirement Plan Services may include servicing adopting employers in participating Pooled Employer Plans (PEPs). For PEP clients, we may have two separate fees, one for consulting services provided to the adopting employer of the PEP and one for investment advisory services to the PEP. In general, we charge a minimum of \$10,000 for consulting services. For 3(38) investment advisory services, our fees may include a minimum of \$1,000 until the stated fee generates more than \$1,000 in revenue. Our 3(38) fees are tiered based on plan size and start at 0.05% annually, declining by 0.01% for every \$100MM in assets until they hit 0.01% for assets over \$400MM.

No fee increase will be effective without prior written notice to the plan sponsor or the participant.

Institutional Fiduciary Services

For ERISA 3(38) Investment Fiduciary Services only, the fees are charged a maximum of 0.10% of Plan assets annually.

For ERISA 3(21) Investment Fiduciary Services only, the fees are charged a maximum of 0.02% of Plan assets annually.

Unless otherwise noted, the minimum portfolio size is \$100,000. For retirement accounts, the minimum is \$30,000, and there is no minimum for 401(k) accounts. Our management fee will not be charged until the initial deposit is made.

Retirement Plans utilizing Creative Planning TPA services pay a base fee plus a per-participant charge for annual plan administration. Ancillary services are billed as services are requested. There is no asset management charge.

Financial Planning

We provide financial planning services to our clients under several formats, which include a financial plan for a fee.

For clients with at least \$500,000 under our management, we offer comprehensive financial planning as part of the annual percentage-based fee for portfolio management services. We will consider waiving the \$500,000 minimum on a case-by-case basis. From time to time, we may, by request, engage with a client to create a one-time, customized financial plan. Generally, our fees are charged on a fixed fee basis; while most plans range from \$1,500 to \$15,000 depending on the breadth of services provided, the complexity of the client's situation, and the advisor representative providing services, there are certain circumstances where Creative Planning offers financial plans as part of an executive program or for certain individuals where their cases may require complex ongoing financial management with fees that can range from \$5,000 to \$300,000. Before commencing financial planning services, the client must enter into an agreement outlining the fees that will be charged.

Financial Education Speaking Engagements

Creative Planning is sometimes asked to provide speakers for financial educational speaking engagements. Fees for such engagements are negotiated on a case-by-case basis.

Item 6 – Performance-Based Fees and Side-By-Side Management

Creative Planning does not charge performance-based fees, nor do we engage in side-by-side management.

Item 7 – Types of Clients

We generally provide investment advice to the following types of clients:

- Individuals

- Pension and profit-sharing plans
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above
- Foundations, endowments, and other institutions
- State and municipal government entities, including pension plans

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis

Cyclical – Analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services in lower demand during economic downturns and higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins and fall just before a downturn begins. Investors in cyclical stocks try to make the most significant gains by buying the stock at the bottom of a business cycle, just before a turnaround starts.

While most economists and investors agree that economic cycles need to be respected, the duration of such cycles is generally unknown. An investment decision to buy at the bottom of a business cycle may actually turn out to be a trade that occurs before or after the bottom of the cycle. If done before the bottom, downside price action can result before any gains. If done after the bottom, then some upside price action may be missed. Similarly, a sell decision meant to occur at the top of a cycle may result in missed opportunity or unrealized losses.

Fundamental – A method of evaluating a security by measuring its intrinsic value by examining related economic, financial, and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell, or short). This method of security analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using actual data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this valuation method can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. Those market forces can point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Investment Philosophy and Strategies

A critical component of Creative Planning's investment philosophy is the perspective that wealth management and investing should be financial planning-led disciplines. Accordingly, the specific strategy we recommend and/or implement is based on each client's specific situation. As part of our fiduciary duty to clients, we constantly endeavor to put our client's interests first. In selecting new underlying positions for our portfolios and evaluating those currently used, we utilize an Investment Policy Committee to review both quantitative and qualitative factors, including internal costs, expense ratios, diversification, liquidity, benchmarks, and tracking error, among other factors.

Broadly speaking, Creative Planning believes long-term goals should be supported by a low-cost indexing *strategy coupled with buy-and-hold portfolio investing*. A key principle of this passive strategy is over long periods of time, it is tough to beat

the market consistently. In most cases, it is not prudent to try to do so. Furthermore, most active managers fail to generate persistent outperformance in every market condition, justifying higher fees.

When clients have a known or expected need within a short-term time horizon, Creative Planning believes that *short-term passive investing* with a sharp focus on reducing the risk and volatility of the portfolio is the most prudent route. This strategy may result in lower returns than long-term investing. Still, the tradeoff in lower expected returns is focused on increasing the probability that a client's required resources are available to meet the known or expected short-term liquidity requirement.

Creative Planning also offers various individual stock strategies using fundamental analysis. The objectives of these stock strategies include income, quality growth, low beta, and a broad core exposure to world equities. Creative Planning offers direct indexing stock strategies through separately managed accounts from outside sub-advisors. Investing directly in the underlying stocks of an index instead of a mutual fund or ETF tracking the same benchmark allows for individually tailored tax management. Direct indexing goes beyond passive investing by offering features including customization, tax-loss harvesting, sector tilts, and transition management, at a generally lower cost than a typical actively managed strategy. Tax loss harvesting is a strategy of selling investments at a loss that is typically used to offset future gains, such as those from the sale of investments or capital gains distributions from mutual funds or ETFs. In the short term, the primary benefit of tax loss harvesting is lowering capital gains tax liability and increasing after-tax returns. Lowering taxes, in turn, has successive long-term benefits. Additionally, Creative Planning offers personalization of investing, which allows investors to emphasize stocks with characteristics like low Environmental, Social, and Governance (ESG) risk exposure or high exposure to thematic investment tilts like Catholic values. The objective of the Catholic-value thematic strategy is to exclude companies and investments that are contrary to the United States Conference of Catholic Bishops, as laid out in their November 2021 document "Socially Responsible Investment Guidelines." A copy of which can be found at <https://www.usccb.org/resources/socially-responsible-investment-guidelines-united-states-conference-catholic-bishops>. ESG investing involves various risks that we encourage you to consider. Please refer to the Values-based or Environmental, Social and Governance Fund ("ESG") Based Investing Risk portion of the Risk of Loss section immediately following this section.

Creating Planning facilitates its clients to participate in several private market investment opportunities, such as private equity, private credit, private real estate, and private infrastructure. These private investments are illiquid or semi-liquid and entail investment lockups and liquidity gates to exit. Additionally, these strategies charge a management fee and an incentive fee based on performance. To invest in private markets, clients must meet Accredited Investor or Qualified Purchaser status based on the terms of each strategy.

Risk of Loss

Clients should understand that past performance is not indicative of future results. Therefore, current and prospective clients (including you) should never assume that the future performance of any specific investment or investment strategy will be profitable. Investing in securities involves the risk of loss. Further, depending on the different types of investments, there will be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss, including loss of original principal.

Because of the inherent risk of loss associated with investing, the Firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities.

- **Market Risk.** Either the stock market as a whole or the value of an individual company as a result of moves in the overall market goes down, resulting in a decrease in the value of client investments. This is also referred to as systemic risk.

- Equity (stock) market risk. Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry-specific risk inherent in each investment. This is also called unsystematic risk and can be reduced through appropriate diversification. The risk is that the company will perform poorly or decrease its value based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income to face the risk of inflation eroding their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Creative may engage in options transactions to hedge risk and/or generate portfolio income. Using options transactions as an investment strategy can involve high inherent risk. Option transactions establish a contract between two parties concerning buying or selling an asset at a predetermined price during a specific period. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing security, depending upon the nature of the option contract. Generally, the purchase or sale of an option contract intends to "hedge" a market risk in a client's portfolio for a client's portfolio. There can be no guarantee that an options strategy will achieve its objective or prove successful. No client is under any obligation to enter into any option transactions. However, if the client does so, he/she/they must be prepared to accept the potential for unintended or undesired consequences, such as losing ownership of the security, incurring taxes on capital gains, etc.
- Margin Risk. When you purchase securities, you may pay for the securities in full or borrow part of the purchase price from your account custodian or clearing firm. If you intend to borrow funds in connection with your account, you must open a margin account, which will be carried by the qualified custodian. The securities purchased in such an account are the qualified custodian's collateral for its loan to you.

Suppose those securities in a margin account decline in value. In that case, the value of the collateral supporting this loan also declines. As a result, the brokerage firm must take action to maintain the necessary level of equity in your account. The brokerage firm may issue a margin call and/or sell other assets in your account.

Some of the risks involved in margin trading include the following:

- You can lose more funds than you deposit in your margin account.
- The account custodian or clearing firm can force the sale of securities or other assets in your account.
- The account custodian or clearing firm can sell your securities or other investments without contacting you.
- You are not entitled to choose which securities or other assets in your margin account may be liquidated or sold to meet a margin call.
- The account custodian or clearing firm may move securities in your cash account to your margin account and pledge the transferred securities.
- The account custodian or clearing firm can increase its "house" maintenance margin requirements at any time, and they are not required to provide you advance written notice.
- You are not entitled to an extension of time on a margin call.

- Master Limited Partnership (MLP) Risk. MLPs are susceptible to general stock market fluctuations. Its value might increase or decrease based on the market confidence and perceptions of its issuers' change. MLPs also face unique risks specific to energy prices, inflation/deflation, regulatory action, interest rate fluctuations, and ease of access to capital markets.
- ETF and Mutual Fund Risk. When we invest in an ETF or mutual fund for a client, the client will bear additional expenses based on its pro rata share of the ETF or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund reflects the risks of owning the underlying securities the ETF or mutual fund holds. Clients will also incur brokerage costs when purchasing ETFs. Sometimes, the Firm utilizes mutual funds issued by Dimensional Fund Advisors (DFA). DFA funds are generally only available through registered investment advisors approved by DFA. If you terminate our services and self-manage your account(s) or transition to another advisor who has not been approved by DFA to utilize DFA funds, restrictions regarding additional purchases of or reallocation among other DFA funds will generally apply.
- Tax Harvesting Risk. One trading strategy employed in client accounts is tax harvesting. This strategy intends to sell an ETF or mutual fund at a taxable loss and replace those positions with a holding whose historical performance and expected future performance are similar, thereby having little impact on the overall strategic allocation but capturing the tax loss. Because past performance is no indication of future performance, there is potential for the future performance of the replacement position to deviate from that of the initial holding. This strategy may also increase the frequency of trading and transaction costs.
- Alternative Investment Risk. Alternative investments may be recommended in specific circumstances. These investments are susceptible to many of the same risks as other securities but also include characteristics and risks related to liquidity, transparency, taxes, investment lock-ups, and fund valuation, which are disclosed in the offering documents and noted in the Private Fund Acknowledgement Form.
- Management Risk. Your investment with the Firm varies with the success and failure of our investment strategies, research, analysis, and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.
- Values-based or Environmental, Social, and Governance Fund ("ESG") Based Investing Risk. When directed by the client, thematic or ESG-based investments may be included in the client's portfolio. It is important to note that fund managers consider ESG factors to varying degrees. Not every fund incorporates ESG factors in the same manner or degree, which can cause difficulty comparing different funds. As such, there is no standard matrix or benchmark upon which ESG factors affecting performance can be compared. ESG funds may include or exclude securities based on ESG practices vs. other investment methodologies, impacting performance, fund expenses, and investment risk. We base our ESG recommendations on the information provided to us by the issuers.
- Digital Assets Risk. Digital assets represent an emerging asset class that has not been fully defined. There remains an overwhelming lack of clarity regarding the regulatory framework that will ultimately govern this investing sector. Additionally, a considerable list of risk factors carries their own range of probability and impact possibilities. Those risks include but are not limited to valuation risk; liquidity risk; volatility risks; technology risk; and legal, tax, and regulatory risk.
- Foreign Exchange Risk. Also known as FX risk or currency risk, refers to the losses that an international financial transaction may incur due to currency fluctuations. This creates a risk that the investment's value may decrease due to changes in the relative value of the currencies involved. Creative Planning may engage in these types of transactions for our clients, however, the client understands that they are assuming the risk, not Creative Planning.

Item 9 – Disciplinary Information

On September 18, 2018, the SEC instituted a settled order against the Firm and Peter A. Mallouk, the Firm's President. Creative Planning distributed hundreds of radio advertisements that contained prohibited client testimonials. The radio station DJ had become a client of the Firm and, on air, discussed his and his wife's satisfaction with our services with their advisor. Creative should have been aware of these testimonials and stopped them. Creative and Mr. Mallouk failed to enforce

the Firm's code of ethics with regard to the radio advertisements and the reporting and review of certain securities accounts in which the Firm's President had a beneficial interest. Creative failed to keep true and accurate books and records and failed to adopt and implement written policies and procedures reasonably designed to prevent violations of the Advisers Act. Creative consented to a cease-and-desist order, a censure, and a civil penalty of \$200,000, and Mr. Mallouk consented to a cease-and-desist order and a civil penalty of \$50,000.

Item 10 – Other Financial Industry Activities and Affiliations

Creative Planning is an independent investment advisor and provides investment advisory services and other ancillary services described below. The Firm does not offer any proprietary products, has no affiliated broker-dealer, and is not engaged in any other business activities or offers services other than those described in this Disclosure Brochure.

Our investment advisor representatives are not affiliated (which means registered or employed) with a broker/dealer or commodities and futures trading firm. Clients that choose to engage in affiliated services will sign a separate agreement with such service providers outlining the fees/rates that they will be responsible for, which will be in addition to the management fees paid to Creative Planning.

Business Advisory Services – Creative Planning Business Advisory LLC

Creative Planning is under common ownership with Creative Planning Business Advisory, LLC (CPBA). Clients of Creative Planning may be referred to CPBA for advice and assistance in marketing and/or selling their privately held business. CPBA does not arrange financing or securities issuance to facilitate business transactions. Because Creative Planning and CPBA are related entities, it presents a conflict of interest. Both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of CPBA, you are not obligated or required to use them. Other firms provide services like those offered by CPBA and may provide such services for less expensive rates. Whenever we recommend CPBA, you are encouraged to consider other firms too. The services of Creative Planning and CPBA are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Business Valuation Services – Creative Planning Business Valuations LLC

Creative Planning is under common ownership with Creative Planning Business Valuation, LLC (CPBV). Clients of Creative Planning may be referred to CPBV for advice and assistance in preparing business valuations for established, closely held companies. Because Creative Planning and CPBV are related entities, it presents a conflict of interest. Both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of CPBV, you are not obligated or required to use them. There are other firms that provide services similar to those offered by CPBV and may provide such services for less expensive rates. Whenever we recommend CPBV, you are encouraged to consider other firms too. The services of Creative Planning and CPBV are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Legal Activities – Creative Planning Legal, P.A.

Creative Planning is under common ownership with a law firm, Creative Planning Legal, P.A. Clients of Creative Planning may be referred to Creative Planning Legal, P.A. for estate planning and other legal services. Because Creative Planning and Creative Planning Legal, P.A. are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Legal, P.A., you are never obligated or required to use them. Other law firms provide legal services similar to those offered by Creative Planning Legal, P.A. and may provide such services for a lower rate. Whenever we recommend Creative Planning Legal, P.A., you are encouraged to consider other law firms too. The

services of Creative Planning and Creative Planning Legal, P.A. are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Trust Services – Creative Planning Trust Company, LLC

Creative Planning is affiliated with Creative Planning Trust Company, LLC (CPTC). CPTC is domiciled in Nevada and is a non-depository retail trust company regulated by the Nevada Financial Institutions Division. CPTC was created to provide trust administrative services for Creative Planning clients who have financial, family, or business needs that require the services of a professional fiduciary and trust company. Because Creative Planning and CPTC are related entities, it presents a conflict of interest. Both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

Specific services provided by CPTC include but are not limited to (1) corporate trustee services for personal trusts or certain retirement plan accounts, (2) corporate trustee for life insurance trusts, and (3) corporate trustee services for charitable trust accounts. These services entail the safekeeping of trust assets. CPTC also performs trust administration duties outlined in each trust document, such as distributions and principal and income trust accounting. Generally, no assets are held in the name of the trust company; all assets will be held via segregated trust accounts at qualified third-party custodians, identifying the trust company as trustee. Please refer to **Item 15 – Custody of this Disclosure Brochure** for more information regarding custody.

Supervised persons of Creative Planning will perform services for the affiliated trust company. We have a conflict of interest when recommending the services of CPTC. Clients are never obligated to use the services of CPTC and can establish their trust account at any custodian or trustee of their own choosing. Clients pay fees and expenses to the trust company, separate from and in addition to the fees charged by Creative Planning.

Accounting & Tax Services – Creative Planning Tax LLC and CP Strategic Advisors, LLC

Creative Planning is under common ownership with Creative Planning Tax, LLC and CP Strategic Advisors, LLC. Clients needing assistance with tax preparation and/or accounting services may be referred to either of these entities. Our affiliation with these entities presents a conflict of interest as each of the Firms has an economic incentive to refer clients to each other instead of referring clients to other like firms. Clients are not obligated to use the services of either entity for their tax or accounting needs. However, if a client chooses to engage either of these entities, they may pay fees and expenses for their services, separate from and in addition to the fees charged by Creative Planning.

Affiliated Non-Investment Advisory Retirement Plan Recordkeeping and Third-Party Administration Companies

Creative Planning owns Creative Planning TPA Services, LLC (CPTPA), which provides plan recordkeeping and/or third-party administration services. While we do not require plans to hire CPTPA, we serve as investment advisors to our affiliates, and certain Retirement Plan Services described above may be limited or unavailable on unaffiliated retirement plan recordkeeping platforms. For example, the managed asset allocation portfolio services are available when the plan sponsor hires CPTPA but may not be available on many other recordkeeping platforms due to capabilities and limitations associated with the recordkeeper's services. Because Creative Planning and CPTPA are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

Insurance Activities – Creative Planning Risk Management, Creative Planning Insurance, LLC, and United Capital Risk Management, LLC

Creative Planning Insurance provides the following services:

- Individual life, disability, and long-term care coverage through various insurance companies.
- Property and casualty coverage.
- Medicare consultation, portfolio review, and coverage enrollment.

United Capital Risk Management provides the following services:

- Life insurance
- Annuities

- Long-term care

Our affiliation with these entities presents a conflict of interest as each of the Firms has an economic incentive to refer clients to each other instead of referring clients to other like firms.

Clients are never obligated or required to purchase insurance products from one of our affiliated insurance companies. They may choose an independent insurance agent and insurance company to buy insurance products. Regardless of the insurance agent selected, the insurance agent or agency will receive normal commissions from the sale. Please refer to **Item 14 – Client Referrals and Other Compensation** for more information regarding the insurance commissions received by our affiliated insurance companies and the conflicts such compensation presents.

As noted previously, Creative Planning has acquired other advisory firms. IARs of those firms may be licensed independent insurance agents for various companies not affiliated with those firms or Creative Planning. These IARs may still receive some trail commissions from insurance product sales before the acquisition.

Technology Services – Creative Planning Technology, LLC

Creative Planning Technology, LLC provides outsourced IT services, cloud management, etc., for small businesses that do not have internal IT departments. Clients of Creative Planning may be referred to Creative Planning Technology for this service. Because Creative Planning and Creative Planning Technology are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Technology, you are not obligated or required to use them. There are other firms that provide services like those offered by Creative Planning Technology and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend Creative Planning Technology. The services of Creative Planning and Creative Planning Technology are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Creative Planning Lending, LLC

Creative Planning is under common ownership with Creative Planning Lending, LLC. Creative Planning refers clients with residential and non-residential lending needs to Creative Planning Lending, which has formed partnerships for lending requests. Creative Planning receives no direct or indirect compensation when we make residential lending referrals. Creative Planning receives a fee for non-residential lending referrals that result in a closing of a loan. The services of Creative Planning Lending and the partnered lenders are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered. Because Creative Planning and Creative Planning Lending are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms. Clients are not obligated or required to use Creative Planning Lending or any of its services and can choose to work with a different financial professional.

Creative Planning Business Accounting Services, LLC

Creative Planning is under common ownership with Creative Planning Business Accounting Services, LLC. Creative Planning Business Accounting Services provides accounting services to businesses. Clients of Creative Planning may be referred to Creative Planning Business Accounting Services. Because both are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Business Accounting Services, you are not obligated or required to use them. There are other firms that provide services like those offered by Creative Planning Business Accounting Services and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend Creative Planning Business Accounting Services. The services of Creative Planning and Creative Planning Business Accounting

Services are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

BerganKDV, Ltd. And BerganKDV, LLC

Creative Planning works closely with BerganKDV, Ltd. and BerganKDV, LLC (jointly BerganKDV). BerganKDV leases professional staff from Creative Planning pursuant to a services agreement to provide audit and attest services to their clients. BerganKDV is an independent and separately governed and licensed CPA firm.

If we recommend you use the services of BerganKDV, you are not obligated or required to use them. There are other firms that provide services like those offered by BerganKDV and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend BerganKDV. The services of Creative Planning and BerganKDV are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Creative Planning Payroll, LLC

Creative Planning Payroll, LLC provides human capital management solutions to businesses that can help manage most aspects of a business's workforce which include recruitment, hiring, performance management and payroll processes. Clients of Creative Planning may be referred to Creative Planning Payroll. Because both are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Payroll you are not obligated or required to use them. There are other firms that provide services like those offered by Creative Planning Payroll and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend Creative Planning Payroll. The services of Creative Planning and Creative Planning Payroll are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Creative Planning Business Alliance, LLC

Creative Planning Business Alliance, LLC provides a broad variety of services to business challenges that fall outside of their core capabilities or expertise. These services include turnaround services, investment banking, succession planning, business valuations, mergers and acquisitions, litigation support and internal controls and operations. Clients of Creative Planning may be referred to Creative Planning Business Alliance. Because both are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Business Alliance, you are not obligated or required to use them. There are other firms that provide services like those offered by Creative Planning Business Alliance and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend Creative Planning Business Alliance. The services of Creative Planning and Creative Planning Business Alliance are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

United Capital Financial Advisors, LLC

Creative Planning is affiliated with United Capital Financial Advisors (UCFA). UCFA is registered as an investment advisor with the SEC and provides financial planning, investment management, and related advisory services. UCFA is headquartered in Irving, TX and UCFA has investment advisor representatives that are dually registered representatives with Lion Street Financial, LLC (LSF) an unaffiliated broker-dealer registered with the SEC and a member of the Financial Industry Regulatory Authority (FINRA).

The services provided by UCFA are similar but in some instances differ from those provided by Creative Planning. Specific services provided by UCFA include but are not limited to (1) financial planning, (2) investment management (3) alternative investments, (4) fixed and variable insurance and annuities, (5) securities-based loans and margin, (6) brokerage activity

through LSF, (7) referrals to affiliates and other third parties. Please refer to [United Capital Financial Advisors Form ADV 2A Brochure](#) for more information regarding their services.

We have a conflict of interest when recommending the services of UCFA. Clients are never obligated to use the services of UCFA or Creative Planning and are free to select any broker/dealer or investment advisor of their choice. If engaged, clients pay fees and expenses to UCFA separate from and in addition to the fees charged by Creative Planning. Because both are related entities, it presents a conflict of interest as both firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

[Sub-Advisors](#)

As noted previously, the Firm may use sub-advisors to manage some or all of specific clients' portfolios. The Sub-Advisor will have discretionary authority to buy, sell, exchange, and trade securities within the client account. The investment strategies of the Sub-Advisor will be disclosed in their Disclosure Brochure (ADV Part 2A).

[Referrals to Third Parties](#)

Creative Planning has entered a promoter arrangement whereby we may refer a client to a third party for services that Creative Planning is not engaged in. In scenarios where the referred clients elect to engage the third party, Creative Planning will receive a portion of the fee paid to the third party. This creates a conflict of interest as there is an incentive for Creative Planning to refer to a particular third party. At the time of the recommendation, all necessary disclosure documents will be delivered to the client.

[Private Funds](#)

The Firm acquired several private funds (Lenox PE Fund I, LLC, Lenox Blue Chip, LLC, and Lenox HPE, LLC, each a "Fund" and collectively the "Funds") because we acquired Lenox Wealth Management. The funds are not accepting new subscribers.

The Firm is the investment manager to CAIS Private Equity Core I LP. CAIS Private Equity Core I LP is not accepting any new subscribers. The Fund's strategy is to diversify returns and provide investors with global private equity exposure. Creative Planning is not affiliated with the Sponsor, the General Partner, the Primary Distributor, or any of their respective affiliates. The Firm does not receive any additional compensation for investment management services to the fund.

The Firm is the investment manager to CAIS Private Equity Core II LP. The Fund's strategy is to diversify returns and provide investors with global private equity exposure. Creative Planning is not affiliated with the Sponsor, the General Partner, the Primary Distributor, or any of their respective affiliates. The Firm does not receive any additional compensation for investment management services to the fund.

[Managed Accounts Solution](#)

Creative Planning LLC entered into a licensing agreement with Athena Advisory Inc. (Athena), where Athena has developed software to create financial guidance and managed account solutions (Financial Guide) with the capability to link to multiple financial resources, plan recordkeepers, and wealth platforms. Creative Planning has an ownership interest in Athena which creates a conflict of interest for Creative Planning when recommending that clients elect to offer FinancialGuide to their retirement plan participants.

If we recommend you use FinancialGuide, you are not obligated or required to use these services. There are other firms that provide similar services.

Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading

Code of Ethics Summary

Creative Planning has established a Code of Ethics (Code) that applies to all employees of the Firm and is designed to, among other things: govern personal securities trading activities in the accounts of employees. The Code is based upon the principle that Creative Planning and its employees owe a fiduciary duty to our clients to conduct the employees' affairs, including their personal securities transactions, in such a manner as to avoid (i) serving their own personal interests ahead of clients, (ii) taking inappropriate advantage of their position with the Firm and (iii) any conflicts of interest or any abuse of their position of trust and responsibility.

The Code is designed to articulate the expectation that the high ethical standards long maintained by Creative Planning continue to be applied. The purpose of the Code is to preclude activities that may lead to or give the appearance of conflicts of interest, insider trading, and other forms of prohibited or unethical business conduct. This section is a summary of the Code. Clients may receive a complete copy of the Code upon request.

Participation or Interest in Client Transactions

Creative Planning and its associated persons may buy or sell securities we recommend to clients. Securities recommended by the Firm are widely held and publicly traded. In accordance with its fiduciary duty to clients, Creative Planning and its associated persons will place client interests ahead of their own interests. We have developed policies and procedures under our Code of Ethics that require our employees to submit their personal securities holdings and transactions to our Firm. This is done so that we can monitor their investments to ensure compliance with our Code of Ethics and our general fiduciary duty to clients.

Private Funds

As noted previously, we acquired several private funds (Lenox PE Fund I, LLC, Lenox Blue Chip, LLC, and Lenox HPE, LLC, each a "Fund" and collectively the "Lenox Funds") as a result of our acquisition of Lenox Wealth Management Inc. Certain employees of the Firm serve as General Partner of each Fund or devote time to Fund matters as the Firm has assumed primary responsibility for administrative matters pertaining to the Lenox Funds. Our employees will devote to the Lenox Funds as much time as we deem necessary and appropriate to manage their business. Such activities could be viewed as creating a conflict of interest in that the time and effort of our management personnel, and other employees will be devoted to matters related to the business of the Lenox Funds rather than our core business activity.

Clients who invest in the Lenox Funds are not charged any additional advisory fees other than the advisory fee allocated to the investors in the Lenox Funds. The advisory fee (85 basis points) charged to each Lenox Fund includes bookkeeping, financial reporting, and capital calls. The fee is 85 basis points charged quarterly in arrears to the fund.

The Lenox Funds are not required to register as an investment company under the Investment Company Act of 1940, relying on an exemption available to funds whose securities are not publicly offered. The Lenox Funds are managed on a discretionary basis in accordance with the terms and conditions of the Funds' offering and organizational documents. The Funds are not accepting new subscribers.

Item 12 – Brokerage Practices

Recommendation of Broker/Dealers and Custodians

You are not obligated to act on the recommendations of Creative Planning and are free to select any broker/dealer or investment advisor you choose. In other words, you are not *required* to work with us. However, if you want to hire us for our portfolio management services, we will be responsible for executing your account transactions and therefore responsible for attaining the best execution possible under the prevailing circumstances.

We recommend establishing brokerage accounts with Charles Schwab & Company, Inc., or Fidelity Institutional Wealth Services. Qualified custodians can be banks, registered broker-dealers, futures commission merchants, or certain foreign entities. A separate account is always maintained for every client with the broker-dealer/custodian, and you retain all rights of ownership to your accounts (e.g., the right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations).

Creative Planning is not affiliated with any broker/dealer or other Qualified Custodian. The primary factor in suggesting a Qualified Custodian is that the services of the recommended firm are provided in a cost-effective manner. While quality of execution at the best price is an important determinant, best execution does not necessarily mean lowest price and it is not the sole consideration. The trading process of any Qualified Custodian suggested by us must be efficient, seamless, and straightforward. Overall custodial support services, trade correction services and statement preparation are some of the other factors determined when suggesting a Qualified Custodian.

Qualified Custodians provide us with access to their institutional trade execution, clearance and settlement service and custody services that are typically not available to retail investors. These services are generally open to independent investment advisors at no charge to them so long as they maintain a minimum amount of assets with the custodian.

Qualified Custodians do not charge separately for custody in most situations. Still, they are compensated by account holders through commissions or other transaction-related fees for security trades that are executed by recommended money managers through the custodian or that settle into a custodian account. Qualified Custodians may also earn interest on uninvested cash in your account.

Other benefits include, but are not necessarily limited to, receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk; access to block trading, which provides the ability to aggregate securities transactions and allocate the appropriate shares to client accounts; the ability to have investment advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; and access to mutual funds that generally require significantly higher minimum initial investments or are usually only available to institutional investors.

Qualified Custodians also make other products and services available to us that benefit our Firm but may not benefit client accounts. Some of these other products and services assist us in managing and administering client accounts. These include software and other technology that provide access to client account data (such as trade confirmation and account statements); provide research, pricing information, and other market data; facilitate payment of the firm's fees from its client accounts; and assist with back-office functions; record keeping and client reporting. Many of these services may be used to service all or a substantial number of our accounts, including those not maintained by a recommended custodian. We are also provided other services intended to help our Firm manage and further develop our business enterprise. These services (which may be provided at no cost or a discount) may include consulting, publications, and conferences on practice management, information technology, business succession, regulatory compliance, and marketing.

The benefits the Firm or its personnel receive from Qualified Custodians do not depend on the number of brokerage transactions directed to a Qualified Custodian. As part of our fiduciary duty to clients, we constantly endeavor to put the interests of our clients first. Clients should be aware that the receipt of economic benefits by us or our related persons in and of itself creates a conflict of interest and may influence our choice of a particular Qualified Custodian for custody and brokerage services. (Please refer to **Item 14 – Client Referrals and Other Compensation** for more information.)

Please note that not all investment advisors recommend or require the use of broker/dealers. Some investment advisors permit clients to use any broker/dealer of the client's own choosing. In rare cases, we may work with a client who wants to direct us to use a particular broker/dealer for standard brokerage accounts. In such cases, those clients must understand that

we may be unable to effectively negotiate brokerage compensation on the client's behalf. When directing brokerage business, clients should consider whether the commission expenses and execution, clearance, and settlement capabilities they will obtain through their selected broker/dealer(s) are adequately favorable compared to those we would otherwise receive for our clients. Clients with client-directed brokerage arrangements should also understand we may be limited in our trading ability (compared to the platforms we recommended). They may be required to execute client-directed trades after trades are implemented through accounts at our preferred platforms. Clients are encouraged to discuss available alternatives with their advisor representative.

In addition, we may also render investment management services to clients regarding their (1) variable life/annuity products that they may own, (2) their individual employer-sponsored retirement plans, and/or (3) 529 college savings plans. In these situations, we either direct or recommend allocating client assets among the various mutual fund subdivisions comprising the variable life/annuity product, retirement plan, or college savings plan. The client assets shall be maintained at either the specific insurance company that issued the variable life/annuity product, which is owned by the client, or at the custodian designated by the sponsor of the client's retirement plan or college savings plan.

We may recommend variable annuities, but only in specific scenarios where the client would be disadvantaged by surrendering an existing annuity or insurance policy that would result in adverse tax consequences. We may also recommend various 529 Plans, depending upon the state of residence, for clients that need or request a recommended 529 platform.

Although we recommend these platforms, please understand that we do not represent or guarantee that we will achieve the most favorable execution of client transactions. The platforms we recommend may be more expensive than others offering the same or similar services. Clients are never required or obligated to utilize sponsors we recommended and can use any plan/product sponsor they choose.

Trading Away

We may purchase individual fixed-income securities from brokers other than the custodian. The determination to use third-party brokers is based on the trade size, lot type (i.e., odd lots versus even lots), bond issuer, and highest bid received from the broker versus current market value. Third-party fixed-income brokers will be evaluated by reviewing the pricing schedule for trade commissions, services provided to clients and us, the accuracy of execution and delivery of securities, and the highest bid received for similar issues. Clients will incur trade-away fees in this situation. We review reasonableness for compensation of fixed-income brokers by comparing the fees charged by third-party brokers to determine whether specific pricing is reasonable compared to the market for fixed-income transactions and additional factors such as the likelihood of execution, liquidity, speed, and accuracy.

Block Trading Policy

The majority of trades implemented by us are completed on an individual basis. In cases when we need to implement buys or sells of the same security for numerous accounts, we may elect to purchase or sell such securities at approximately the same time as a block trade. This process is also referred to as aggregating orders and batch trading and is used by our Firm when we believe such action may prove advantageous to clients. If we aggregate client orders, allocating securities among client accounts is done on a fair and equitable basis. The process of aggregating client orders is done to achieve better execution across client accounts. We may also do it to achieve more favorable commission rates or allocate orders among clients more equitably to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently.

We use the pro rata allocation method for transaction allocation. Under this procedure, pro rata trade allocation means an allocation of the trade is issued among applicable advisory clients in amounts that are proportional to the participating advisory client's intended investment. We will calculate the pro rata share of each transaction included in a block order and assign the appropriate number of shares for each allocated transaction executed for the client's account. This process is

executed on a per-custodian basis. For example, all accounts held at Charles Schwab by us would receive the average price of all shares block traded at Charles Schwab by us. It is possible that clients at different custodians receive different average prices for block trades executed on the same trading day.

If we determine to aggregate client orders for the purchase or sale of securities, including securities in which our employees may invest. In that case, we will do so in accordance with the parameters outlined in the SEC No-Action Letter, *SMC Capital, Inc.* Neither we nor our employees receive any additional compensation because of block trades.

Brokerage for Client Referrals – Charles Schwab & Co., Inc.

Creative Planning receives client referrals from Charles Schwab & Co., Inc. (Schwab) through our participation in Schwab Advisor Network® (the Service). The Service is designed to help investors find an independent investment advisor. Schwab is a broker/dealer independent of and unaffiliated with Creative Planning. Schwab does not supervise us and has no responsibility for our management of clients' portfolios, our advice or other services. We pay Schwab fees to receive client referrals through the Service. Our participation in the Service raises conflicts of interest described below.

We pay Schwab a Participation Fee on all referred clients' accounts that are maintained in custody at Schwab and a Non-Schwab Custody Fee on all accounts that are maintained at, or transferred to, another custodian. The Participation Fee paid by us is a percentage of the fees paid by our clients referred by Schwab or a percentage of the value of the assets in the client's account, subject to a minimum Participation Fee. We pay Schwab the Participation Fee as long the referred client's account remains in custody at Schwab. The Participation Fee is billed to us quarterly and may be increased, decreased, or waived by Schwab from time to time. The Participation Fee is paid by the Firm and not by the client. We have agreed not to charge clients referred through the Service fees or costs greater than the fees or costs we charge clients with similar portfolios who were not referred through the Service.

We generally pay Schwab a Non-Schwab Custody Fee if custody of a referred client's account is not maintained by or assets in the account are transferred from Schwab. This Fee does not apply if the client was solely responsible for the decision not to maintain custody at Schwab. The Non-Schwab Custody Fee is a one-time payment equal to a percentage of the assets placed with a custodian other than Schwab. The Non-Schwab Custody Fee is higher than the Participation Fees we generally would pay in a single year. Thus, we will be incentivized to recommend that client accounts be held in custody at Schwab.

In selecting Schwab, Creative Planning considers its arrangement to obtain price discounts for Schwab's automatic portfolio rebalancing service for investment advisors known as "iRebal."

Schwab has agreed to provide the service at no additional cost because we decided to maintain an agreed-upon amount of client taxable assets on the Schwab platform. There are some client assets that are non-taxable assets and are excluded from the maintenance and commitment levels required. Excluded assets are "plan assets" of plans subject to Title 1 of the Employee Retirement Income Security Act of 1974, amended, or plans as defined in Section 4975 of the Internal Revenue Code (including IRAs).

If we do not maintain the relevant level of taxable assets on the Schwab platform, we may be required to make a penalty fee payment to Schwab calculated based on the shortfall.

Creative Planning also considers our arrangement to obtain cost reimbursements from Schwab to transition our trading software from iRebal to RedBlack. Although we believe that the products and services offered by Schwab are competitive in the marketplace for similar services offered by other broker/dealers or custodians, this arrangement with Schwab may affect our independent judgment in selecting or maintaining Schwab as the broker or custodian for clients' accounts.

The Participation and Non-Schwab Custody Fees will be based on assets in the accounts of our clients who were referred by Schwab and those referred clients' family members living in the same household. Thus, we will have incentives to encourage

household members of clients referred through the Service to maintain custody of their accounts, execute transactions at Schwab, and instruct Schwab to debit our fees directly from the accounts.

For accounts of our clients maintained in custody at Schwab, Schwab will not charge the client separately for custody but will receive compensation from our clients in the form of commissions or other transaction-related compensation on security trades executed through Schwab. Schwab also will receive a fee (generally lower than the applicable commission on trades it executes) for clearance and settlement of trades executed through broker/dealers other than Schwab. Schwab's fees for trades executed at other broker/dealers are in addition to the other broker/dealer's fees. Thus, we have an incentive to cause trades to be executed through Schwab rather than another broker/dealer. We nevertheless acknowledge our duty to seek the best execution of trades for client accounts. Trades for client accounts held in custody at Schwab may be executed through a different broker/dealer than trades for our other clients. Thus, trades for accounts custodied at Schwab may be executed at different times and prices than trades for other accounts executed at other broker/dealers.

Client Referrals – Charles Schwab Trust Bank's Schwab Retirement Network

Creative Planning receives client referrals from Charles Schwab Trust Bank (CSTB) through our participation in Schwab Retirement Network (the Network). The Service is designed to help retirement plan sponsors, and fiduciaries find an independent investment advisor. CSTB is a Nevada savings bank independent of and unaffiliated with Creative Planning. CSTB does not supervise Creative Planning and has no responsibility for our management of our client's portfolios or our other advice or services. We pay CSTB fees to receive client referrals through the Network. Our participation in the Network may raise conflicts of interest described below.

Creative Planning pays Schwab a fee on all referred retirement plan sponsors or plan fiduciaries who establish accounts with us. The fee paid by us is a percentage of the value of the assets in the retirement plan's account, subject to a minimum fee to participate in the Network. We pay CSTB this participation fee for so long as we participate in the Network. CSTB bills us quarterly. We pay the fees, not retirement plans, plan sponsors, or plan fiduciaries. We will not charge clients referred through the Network fees or costs greater than the fees or costs we charge retirement plans, plan sponsors, or plan fiduciaries with similar portfolios who were not referred through the Network.

Client Referrals – Fidelity Wealth Advisor Solutions®

Creative Planning participates in the Fidelity Wealth Advisor Solutions® Program (the "WAS Program"), through which we receive referrals from Fidelity Personal and Workplace Advisors LLC (FPWA), a registered investment adviser and Fidelity Investments company. Creative Planning is independent and not affiliated with FPWA or any Fidelity Investments company. FPWA does not supervise or control Creative Planning, and FPWA has no responsibility or oversight for our provision of investment management or other advisory services.

Under the WAS Program, FPWA acts as a promoter for Creative Planning, and we pay referral fees to FPWA for each referral received based on our assets under management attributable to each client referred by FPWA or members of each client's household. The WAS Program is designed to help investors find an independent investment advisor, and any referral from FPWA to us does not constitute a recommendation by FPWA of our particular investment management services or strategies. More specifically, we pay the following amounts to FPWA for referrals: the sum of (i) an annual percentage of .10% of any and all assets in client accounts where such assets are identified as "fixed income" assets by FPWA and (ii) an annual percentage of .25% of all other assets held in client accounts. In addition, we have agreed to pay FPWA an annual program fee of \$50,000 to participate in the WAS Program. These referral fees are paid by Creative Planning and not the client.

To receive referrals from the WAS Program, we must meet certain minimum participation criteria, but Creative Planning has been selected for participation in the WAS Program as a result of its other business relationships with FPWA and its affiliates, including Fidelity Brokerage Services, LLC ("FBS"). As a result of its participation in the WAS Program, Creative Planning has a conflict of interest with respect to its decision to use certain affiliates of FPWA, including FBS, for execution, custody and

clearing for certain client accounts, and we could have an incentive to suggest the use of FBS and its affiliates to its advisory clients whether or not those clients were referred to us as part of the WAS Program. Under an agreement with FPWA, Creative Planning has agreed that we will not charge clients more than the standard range of advisory fees disclosed in this ADV 2A Brochure to cover solicitation fees paid to FPWA as part of the WAS Program. Pursuant to these arrangements, Creative Planning has agreed not to solicit clients to transfer their brokerage accounts from affiliates of FPWA or establish brokerage accounts at other custodians for referred clients other than when our fiduciary duties would so require, and we have agreed to pay FPWA a one-time fee equal to .75% of the assets in a client account that is transferred from FPWA's affiliates to another custodian; therefore, we have an incentive to suggest that referred clients and their household members maintain custody of their accounts with affiliates of FPWA. However, participation in the WAS Program does not limit Creative Planning's duty to select brokers on the basis of best execution.

Due to our participation in the WAS Program, eligible non-retirement client accounts custodied at Fidelity use FCASH, a taxable interest-bearing account, as the Core Transaction Account option.

Trade Errors

On occasion, an error may be made by Creative Planning or the custodian in a client's account. For example, a security may be erroneously purchased for a client account instead of sold. In these situations, we generally seek to correct the error by placing the client account in a similar position if there had been no error at no cost to the client. Corrective steps may be taken depending on the circumstances, including canceling the trade, adjusting an allocation, and/or crediting the customer's account. In the event the trading error results in a profit, the profit is donated.

Sub-Advisors

As noted previously, the firm may use sub-advisors to manage some or all of certain clients' portfolios. The brokerage and trading practices of the Sub-Advisor will be disclosed in the Sub-Advisor's Disclosure Brochure (ADV Part 2A).

Item 13 – Review of Accounts

Reviews of clients' portfolios are conducted to ensure proper credits and debits and related matters. We review client accounts in their entirety on at least a semi-annual basis to determine any readjustment of assets according to our asset allocation model. Portfolios are also reviewed on an informal and periodic basis as needed or requested. The investment management team is primarily responsible for reviewing your individual accounts managed by the Firm. The investment management team may seek the advice of other Creative Planning advisory personnel when conducting reviews and executing strategies.

Clients are contacted at least annually regarding their portfolios and/or financial plans (for those with financial plans). At the client's request, financial plans may be updated more frequently than annually. The financial plan includes a Net Worth Statement, retirement projections, education projections, asset allocation analysis and recommendations, diversification recommendations, a risk tolerance assessment, a risk management review, an estate planning review, as well as additional issues. We review a client's financial situation in detail.

Each client remains responsible for notifying Creative Planning if there is any change to their financial situation or investment objectives for the purpose of reviewing/evaluating/revising Creative Planning's previous recommendations and/or services. Your investment advisor representative is the primary person responsible for preparing and updating financial plans but can seek the assistance of other advisory personnel at our discretion. You can call, e-mail, or schedule in-person or virtual meetings with your investment advisor representative as often as needed.

Statements and Reports

For clients with accounts managed through our Portfolio Management Services, we provide quarterly reports which are prepared and distributed by ORION Advisor Services, LLC. The reports include current holdings, current asset allocations,

performance, and other relevant information. Clients who have engaged a sub-advisor may also receive reports from the sub-advisor. In addition, clients receive account statements directly from the custodian holding the client's account(s). Account statements are delivered at least quarterly. Clients are urged to compare the reports and statements provided by us or their sub-advisor against the account statements delivered directly from the custodian.

Item 14 – Client Referrals and Other Compensation

Client Referrals

In addition to the referral arrangements referenced in Item 12, we have established several other arrangements whereby we compensate individuals and outside entities for client referrals. When a client is introduced to us by either an unaffiliated or an affiliated person or company, we pay the referring party a portion of the client's total investment management fee in accordance with the requirements of applicable federal and state rules. For example, employees of the Firm or one of our affiliates may refer clients to us. In these cases, we compensate the referring individual by paying a percentage of the total fee charged by the Firm to the client. Outside entities are compensated by either a percentage of the revenue earned by the Firm on the client relationship or a flat fee. Creative Planning has also entered agreements whereby both Creative Planning and the other entity refer clients to one another in a manner consistent with their respective fiduciary duties.

When a prospective client is introduced to us by an unaffiliated referring party, the referring party, at the time of initially introducing Creative Planning, is required to disclose the nature of the referral arrangement and must provide the prospective client with a copy of their specific promoter disclosure statement which explains the terms of the arrangement between Creative Planning and the referring party, including the compensation to be received by the referring party from Creative Planning. Affiliates and employees of Creative Planning that refer clients and receive compensation from our Firm must disclose the nature of their relationship with Creative Planning to prospective clients at the time of the referral.

Charles Schwab

We receive an economic benefit from Schwab to be used towards technology, research, marketing, and compliance consulting-related expenses, in evaluating whether to recommend that clients custody their assets at Schwab, we consider this benefit and other arrangements noted in Item 12 as part of the total mix of factors, we consider which create a conflict of interest. As part of our fiduciary duty to clients, we always endeavor to put the interests of our clients first. Clients should be aware that the receipt of economic benefits by us or our related persons creates a conflict of interest and may influence our choice for custody and brokerage services.

Affiliated Non-Investment Advisory Retirement Plan Recordkeeping and Third-Party Administration Companies

As described above, Creative Planning owns CPTPA. CPTPA provides retirement plan recordkeeping and/or third-party administration services.

In the case of plans served by CPTPA, CPTPA engages the services of TPP, a "sub-contractor" as that term is defined in ERISA Sec. 408(b)(2), to perform ministerial services, such as recordkeeping, third-party administration, and technology-based services. TPP collects the fees described in the CPTPA agreement directly, and TPP pays a portion of those fees to CPTPA. As disclosed in the CPTPA agreement, any fees received by TPP because of investments held by the Plan are used to offset the fees that would be otherwise owed directly by the Plan to CPTPA.

This arrangement presents a conflict of interest when we recommend the services of CPTPA, given that CPTPA is owned by Creative Planning. To help mitigate this conflict, our policy is to conduct periodic reviews of fees charged by other firms providing similar recordkeeping and third-party administration services as those provided by CPTPA and to disclose our findings to clients of CPTPA. This is done to demonstrate that fees received by us are reasonable compared to other companies providing similar services.

Referrals Between Creative Planning's Wealth Management and Retirement Plan Services Division

Our Retirement Plan Services division, Corporate Retirement & Fiduciary Services division, and Creative Planning's Wealth Management team will each recommend each other's services to their respective clients. Employees receive referral fees for clients referred to the other division, so a conflict of interests exists to the extent that an employee of one division recommends the services of the other, and the recommendation could be made because of the benefit received by the employee rather than the client's best interest. Clients are under no obligation to engage either party for the recommended services. Any referral fees paid or received by employees of either division will not increase the amount of fees you pay.

Sponsorship of Corporate Events and Community Education Events

As noted in Item 12 above, we receive an economic benefit in the form of support products and services made available to us and other independent investment advisors that have client accounts maintained at various custodians. Companies that custody client accounts or manage securities and other assets (which are used in Creative Planning accounts) from mutual funds, exchange-traded funds, institutional investors, and clients of independent financial advisors including, but not limited to, Charles Schwab, Fidelity, Dimensional Funds Advisors LP, BlackRock, Goldman Sachs, and Vanguard, will also from time to time sponsor or host Creative Planning events such as conferences and seminars, in addition to providing support products and services. This may include direct payment to vendors or reimbursement of expenses incurred by us in connection with hosting educational, training, or other events for our clients or employees. Such hosting or sponsorship provides direct and indirect economic benefits to us and creates a conflict of interest that could influence us to include products or services offered by these sponsoring companies in our portfolios. Creative Planning never receives a kickback, consulting, or revenue-sharing fee for recommending specific investments to its clients.

The Firm's Retirement Services include providing recommendations to plan sponsors on unaffiliated plan providers and/or fund companies. There may be times when the plan providers or the fund companies will provide travel expenses to attend certain conferences, educational meetings, and other industry events that may include airfare, lodging, meals, entertainment, and registration costs. The Firm's representatives do not receive any compensation from these vendors.

The Firm created Pathway Financial Education (PFE), a 501(c)(3) organization, to provide training and education to small business owners and community members about financial literacy and capital access in underserved communities in the Kansas City area. Some of the companies referenced in the previous paragraph or others may also contribute towards PFE. These contributions create a conflict of interest that could influence us to include products or services offered by these sponsoring companies in our portfolios. Creative Planning never receives a kickback, consulting, or revenue-sharing fee for recommending specific investments to its clients.

Other Compensation

Creative Planning's related persons, that are insurance agents and insurance agencies receive commissions and other incentive awards for the recommendation/sale of insurance products. Receiving this compensation may affect the judgment of our related persons when recommending products to its clients. While our related persons endeavor at all times to put the interest of the clients first as a part of our fiduciary duty, clients should be aware that the receipt of commissions and additional compensation itself creates a conflict of interest and may affect the judgment of insurance agents when making insurance product recommendations.

The Firm has implemented a partnership program whereby employees may be granted partnership units and/or may purchase partnership units based on the length of service to the Firm and/or attainment of certain performance metrics. In addition, all employees of the Firm are eligible for discretionary awards based on Firmwide revenue growth objectives.

Please refer to Item 12 – Brokerage Practices for a description of the various other economic benefits received through our brokerage arrangements.

Item 15 – Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

Creative Planning is deemed to have custody of client funds and securities whenever the Firm is given the authority to have fees deducted directly from client accounts. We have the ability to deduct our advisory fee from the client's custodial account. Clients are provided with written transaction confirmation notices and a written summary account statement directly from the custodian (i.e., Schwab, Fidelity, etc.) at least quarterly. To the extent that we provide clients with periodic account statements or reports, the client is urged to compare any statement or report provided by us with the account statements received from the account custodian. The account custodian does not verify the accuracy of our advisory fee calculation.

There are some trust clients for which our Firm's employees or an affiliated trust company (Creative Planning Trust Company) serves as trustees. Serving as a trustee for clients is another form of custody. There are also accounts held at qualified custodians in the registration name of the client, where the client has provided Creative Planning with the authority to disburse client assets to an account not in the name of the client. The ability to disburse client assets to a third party is another form of custody.

Creative Planning offers a 'family office' service to clients whereby the Firm will pay bills on behalf of clients. This arrangement is also a form of custody.

For accounts in which Creative Planning or its related companies is deemed to have custody, the Firm has established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address, and the manner in which the funds or securities are maintained.

For accounts that the Firm is deemed to have custody of, other than the ability to deduct fees, we have engaged an independent public accounting firm not affiliated with Creative Planning to perform an annual surprise verification examination. The purpose of such an examination is to verify that the funds and securities held in accounts actually exist and are located at the applicable qualified custodian.

Item 16 – Investment Discretion

Upon receiving written authorization from the client in our standard client agreement, Creative Planning provides discretionary investment advisory services for client accounts. When discretionary authority is granted, we will have the authority to determine the type of securities, number of securities, and quantity of securities that can be bought or sold for the client portfolio without obtaining the client's consent for each transaction.

We may elect to purchase bonds through bond brokers in order to obtain a better price for the client and then have the bonds delivered to the client's brokerage account. This practice is called "trading away." This is the only case in which we select a broker to be used without specific client consent. The client's primary broker/dealer-custodian typically charges the client a transaction fee for "trading away" through other brokers.

For clients for whom a Sub-Advisor has been engaged, the Sub-Advisor will have discretionary authority to buy, sell, exchange, and otherwise trade securities within the client account. The investment strategies of the Sub-Advisor will be disclosed in their Disclosure Brochure (ADV Part 2A).

In limited situations, a client will be allowed to grant trading authorization on a non-discretionary basis. In these cases, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations, including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if we are unable to reach you or you are slow to respond to our request, it can have an adverse impact on the timing of trade implementations, and we may not achieve an optimal trading price.

With respect to our Retirement Plan Services described above, Creative Planning, at the request of a plan sponsor (or plan participant in the case of managed asset allocation models), may be granted limited discretionary authority to select and replace investment alternatives for the plan (or to allocate, reallocate and rebalance model portfolios for plan participants). When such plans are covered by Title I of ERISA, Creative Planning has agreed to provide such services as an “investment manager,” and a “fiduciary” as such terms are defined in ERISA Sec. 3(38) and 3(21), respectively.

All clients have the ability to place reasonable restrictions on the types of investments that may be purchased in an account. Clients may also place reasonable limitations on the discretionary power granted to our Firm so long as the limitations are specifically set forth in or included as an attachment to the client agreement. However, we reserve the right to not accept any discretionary or non-discretionary trading arrangements proposed by a client.

Item 17 – Voting Client Securities

It is the policy of Creative Planning not to vote proxies on behalf of clients. It is the client’s ultimate responsibility to select and make all proxy voting decisions to vote all proxies for securities held in their accounts. As noted previously, however, Creative Planning has acquired other advisory firms, and certain legacy clients of these firms may have had their proxies voted by the acquired firm. This practice may continue for a period of time post-acquisition, subject to the acquired firm’s policies until the proxy voting arrangement can be terminated at the custodian by Creative Planning.

Clients should receive proxy notices directly from their custodian, issuer, or transfer agent, as we will not deliver them. Although we do not vote for client proxies, if you have a question about these items, feel free to contact your wealth manager.

Clients for whom the Firm has engaged a Sub-Advisor will be subject to the Sub-Advisor’s proxy voting and corporate actions policy. The policy and the applicable client agreement will be disclosed in Item 17 of the Sub-Advisor’s Disclosure Brochure (ADV Part 2A).

Clients who utilize Trust Services through an affiliated trust company of Creative Planning will have their proxies handled pursuant to the proxy voting policy of the affiliated trust company. Trust Services clients are advised to contact their trust officer for more information regarding their proxy voting policy.

Item 18 – Financial Information

This item is not applicable to this brochure. Creative Planning does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. The Firm is not subject to a financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. Finally, we have never been the subject of a bankruptcy petition.

CUSTOMER PRIVACY POLICY NOTICE

Last updated January 27, 2023

In November of 1999, Congress enacted the Gramm-Leach-Bliley Act (GLBA). The GLBA requires certain financial institutions, such as investment advisor firms, to protect the privacy of customer information. Federal law gives clients the right to limit some but not all sharing of your personal information. In situations where a financial institution does disclose customer information to nonaffiliated third parties, other than permitted or required by law, clients must be given the opportunity to opt out or prevent such disclosure. Creative Planning, LLC and its Affiliates (collectively, "Creative Planning," "we," "our," or "us") does not share or disclose customer information to nonaffiliated third parties except as permitted or required by law.

Commitment to Your Private Information. Creative Planning is committed to safeguarding the confidential information of its clients. We hold all personal information provided by clients in the strictest confidence and it is the objective of the firm to protect the privacy of all clients. Except as permitted or required by law, we do not share confidential information about clients with nonaffiliated parties. In the event that there were to be a change in this policy, the firm will provide clients with written notice and clients will be provided an opportunity to direct us as to whether such disclosure is permissible.

Why We Collect and How We Use Information. To conduct regular business, Creative Planning collects personal information from sources such as:

- Information reported by the client on applications or other forms the client provides to us
- Information about the client's transactions implemented by the firm or others
- Information developed as part of financial plans, analyses or investment advisory services

To administer, manage, service, and provide related services for client accounts, it is necessary for us to provide access to customer information within the firm and to nonaffiliated companies with whom the firm has entered into agreements. To provide the utmost service, we disclose the information below regarding clients and former clients, as necessary, to companies to perform certain services on our behalf.

- Information we receive from the client on applications (name, social security number, address, assets, etc.)
- Information about the client's transactions with the firm or others (account information, payment history, parties to transactions, etc.)
- Information concerning investment advisory account transactions
- Information about a client's financial products and services transactions with us

Sharing Information with Other Companies Permitted Under Law. Since we share nonpublic information solely to service client accounts, the firm does not disclose any nonpublic personal information about the firm's clients or former clients to anyone, except as permitted by law. However, the firm may also provide customer information outside of the firm as required by law, such as to government entities, consumer reporting agencies or other third parties in response to subpoenas. Additionally, we do not jointly market with affiliated or nonaffiliated companies.

In the event that we have a change to our customer privacy policy that would allow us to disclose nonpublic information not covered under applicable law, we will allow clients the opportunity to opt out of such disclosure.

Entities with whom we may share nonpublic information include affiliated companies, such as our tax, legal, and insurance affiliates and non-affiliated companies, e.g. custodian. Information is shared so that your account can be opened at the custodian and to enhance our service offering to you by consulting with our tax, legal, and insurance affiliates, as necessary, to provide you with accurate and timely advice on your financial situation. We may also share your non-public information with parties acting at your request and on your account.

How We Protect Your Information

Creative Planning and its affiliates maintain a comprehensive information security program designed to ensure the security and confidentiality of customer information, protect against threats or hazards to the security of such information and prevent unauthorized access. This program includes:

- Procedures and specifications for administrative, technical and physical safeguards.
- Security procedures related to the processing, storage, retention and disposal of confidential information.
- Programs to detect, prevent and, when necessary, respond to attacks, intrusions or unauthorized access to confidential information.
- Restricting access of customer information to employees who need to know that information to provide products and services to you and appointing specific employees to oversee our information security program.

Children. Our website is not directed to children under the age of 18 years. By using our website, you represent and warrant that you are at least 18 years old.

We respect the privacy of children and do not knowingly collect or retain personally identifiable information or nonpublic information from children under the age of 18 through our website. However, we may process nonpublic information, on a child's behalf, with permission from the parent or guardian.

To the extent we have unintentionally collected any nonpublic information on our website from a person under the age of 18 years old, you may request and obtain removal of this nonpublic information. To make such a request, please send an email with a detailed description of the specific content or information to cpi@creativeplanning.com.

Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

Former Clients. Even if we cease to provide you with financial products or services, our Privacy Policy will continue to apply to you and we will continue to treat your nonpublic information with strict confidentiality.

Residents of the European Union (EU). Residents of the EU can find Creative Planning's General Data Protection Regulation (GDPR) Privacy Policy Notice by clicking on the GDPR Privacy Policy link on our website at creativeplanning.com.

Residents of California. Under the California Consumer Privacy Act of 2018 (the "CCPA"), California residents have certain rights around our collection, use and sharing of their personal information. Residents of California can find our CCPA Privacy Policy Notice by clicking on the CCPA Privacy Policy link on our website at creativeplanning.com.

Residents of States other than California. Some states have passed their own laws regarding data privacy, which have certain rights around Creative Planning's collection, use, and sharing of their personal information. If you wish to submit an information request, please navigate to creativeplanning.truyo.com (Creative Planning's Data Privacy Portal) and complete a request.

Changes to this Policy. We will provide each client with initial notice of the current Privacy Policy when the client relationship is established. Additionally, we may occasionally amend this Privacy Policy at any time. If we decide to use personal information in a manner that is materially different from that stated at the time it was collected, we will notify you of such changes prior to implementing them by posting a revised Privacy Policy with a new "Last Updated" date. We will also provide each client with the current Privacy Policies at least annually.

We encourage you to check our website frequently to see when this Privacy Policy was last revised and to be informed of how we are committed to protecting your information.

Any Questions regarding this Disclosure Brochure or US Privacy Policy Notice may be directed to Lee Richardson, Chief Compliance Officer at cpi@creativeplanning.com or 866-909-5148. Note that information requests must be made via Creative planning's Data Privacy Portal at creativeplanning.truyo.com.

Disclosure Brochure Supplement

James Battmer
5454 W 110th Street
Overland Park, KS 66211
913-338-2727

Date of Brochure: January 2022

This brochure supplement provides information about James Battmer that supplements the Creative Planning, LLC (commonly known as “Creative Planning”) brochure. You should have received a copy of that brochure. Please contact Lee Richardson Jr. at (913) 338-2727 if you did not receive the Creative Planning brochure or if you have any questions about the contents of this supplement.

Additional information about James Battmer is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

James Battmer was born in 1979 and serves as Chief Investment Office-Retirement Solutions for Creative Planning.

Prior Employment: Lockton Investment Advisors – Chief Investment Officer
One Digital Retirement & Wealth – Chief Investment Officer

Education: B.S. – Business Administration – University of Montana
MSc – London School of Economics

Item 3 – Disciplinary Information

Mr. Battmer has no legal or disciplinary events to report.

Item 4 – Other Business Activities

Mr. Battmer is not engaged in any business activities outside of Creative Planning.

Item 5 – Additional Compensation

The firm has implemented a partnership program whereby employees may be granted partnership units and/or may purchase partnership units based on length of service to the firm and attainment of certain performance metrics. In addition, all employees of the firm are eligible for discretionary awards based on firm wide asset growth objectives.

Item 6 – Supervision

Peter Mallouk, in consultation with Creative Planning's Chief Investment Officer, Jim Williams, and Creative Planning's Investment Policy Committee, selects investments and develops target portfolio model recommendations. The implementation of these portfolio models is customized as appropriate utilizing a team approach.

Lee Richardson Jr. is the Chief Compliance Officer of Creative Planning and is responsible for the overall supervision of activities and services provided by the firm. He can be reached at 913-338-2727.

Disclosure Brochure Supplement

Lee Richardson Jr.
Creative Planning, LLC
5454 W. 110th Street
Overland Park, KS 66211
913-338-2727

Date of Brochure: February 2022

This brochure supplement provides information about Lee Richardson Jr. that supplements the Creative Planning, LLC (commonly known as “Creative Planning”) brochure. You should have received a copy of that brochure. Please contact Lee Richardson Jr. at (913) 338-2727 if you did not receive the Creative Planning brochure or if you have any questions about the contents of this supplement.

Additional information about Lee Richardson Jr. is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

Lee Richardson Jr. was born in 1981 and serves as the Chief Compliance Officer for Creative Planning.

Prior Employment: Securities Exchange Commission – Securities Compliance Examiner

Education: BBA – North Greenville University
MBA – Georgia Tech

Item 3 – Disciplinary Information

Mr. Richardson has no legal or disciplinary events to report.

Item 4 – Other Business Activities

Mr. Richardson is not engaged in any business activities outside of Creative Planning.

Item 5 – Additional Compensation

The firm has implemented a partnership program whereby employees may be granted partnership units and/or may purchase partnership units based on length of service to the firm and attainment of certain performance metrics. In addition, all employees of the firm are eligible for

Item 6 –

Peter Mallouk, in consultation with Creative Planning’s Chief Investment Officer, Jim Williams, and Creative

recommendations. The implementation of these portfolio models is customized as appropriate utilizing a team approach.

Lee Richardson Jr. is the Chief Compliance Officer of Creative Planning and is responsible for the overall supervision of activities and services provided by the firm. He can be reached at 913-338-2727.

Disclosure Brochure Supplement

Fred Rutler

500 W Monroe Street, Ste 3400
Chicago, IL 60661
872-262-8223

Date of Brochure: February 2022

This brochure supplement provides information about Fred Rutler that supplements the Creative Planning, LLC (commonly known as “Creative Planning”) brochure. You should have received a copy of that brochure. Please contact Lee Richardson Jr. at (913) 338-2727 if you did not receive the Creative Planning brochure or if you have any questions about the contents of this supplement.

Additional information about Fred Rutler is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

Fred Rutler was born in 1973 and serves as a Managing Director- Retirement Solutions for Creative Planning.

Prior Employment: Lockton Investment Advisors – Producer
Transamerica/Diversified Investors Securities Corp – Regional Vice President

Education: B.S. – Business Administration – University of Kansas

Item 3 – Disciplinary Information

Mr. Rutler has no legal or disciplinary events to report.

Item 4 – Other Business Activities

Mr. Rutler is not engaged in any business activities outside of Creative Planning.

Item 5 – Additional Compensation

The firm has implemented a partnership program whereby employees may be granted partnership units and/or may purchase partnership units based on length of service to the firm and attainment of certain performance metrics. In addition, all employees of the firm are eligible for

Item 6 –

Peter Mallouk, in consultation with Creative Planning’s Chief Investment Officer, Jim Williams, and Creative

recommendations. The implementation of these portfolio models is customized as appropriate utilizing a team approach.

Lee Richardson Jr. is the Chief Compliance Officer of Creative Planning and is responsible for the overall supervision of activities and services provided by the firm. He can be reached at 913-338-2727.

**AMENDMENT NO. 1
TO
MASTER SERVICES AGREEMENT**

This Amendment No. 1 to Master Service Agreement (“**Amendment No. 1**”) is effective as of March 20, 2024 (“**Amendment No. 1 Effective Date**”), and is made by and between Sonic Boom Wellness, LLC, a Delaware limited liability company, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027 (“**SBW**”) and City of Murfreesboro, Tennessee, a Tennessee corporation, having its principal place of business at 111 West Vine Street, Murfreesboro, Tennessee 37133 (“**Client**”). SBW and Client are each individually a “**Party**” and are collectively the “**Parties**.” Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, SBW and Client entered into that certain Master Services Agreement, effective November 17, 2023 (the “**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement to add Business Associate Agreement and make other modifications for the mutual benefit of the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Amendment. The Agreement is hereby amended, as specifically permitted pursuant to Section thereof, to replace “[RESERVED]” under Section 8, Business Associate Agreement, with the following:

To protect the privacy and security of Member information that constitutes Protected Health Information, as defined in 45 C.F.R. § 160.103 (“PHI”), and to more clearly define the rights, obligations, and ownership with respect to such information as governed by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), the Parties have entered into that Business Associate Agreement, attached as Exhibit A and incorporated as part of the Agreement by reference.

2. Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control.

3. Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this Amendment No. 1 and that the execution and delivery of this Amendment No. 1 by the Parties has been duly authorized by all requisite corporate

action and when executed and delivered, this Amendment No. 1 shall be valid and binding upon the Parties.


4. Counterparts. This Amendment No. 1 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by and through their respective representatives to be effective as of the Amendment No. 1 Effective Date.

City Of Murfreesboro, Tennessee

Sonic Boom Wellness, LLC

By: _____

By:  _____

Name: _____

Name: Shannon Farrington _____

Title: _____

Title: cfo _____

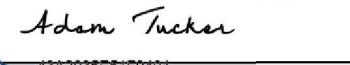
Date: _____

Date: 5/2/2024 _____

DocuSigned by:



APPROVED AS TO FORM

 _____

Adam F. Tucker, City Attorney

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is entered into by and between City of Murfreesboro, by and on behalf of City of Murfreesboro employee health and welfare plan, located at 111 West Vine Street, Murfreesboro, TN 37130 (“**Covered Entity**”) and Sonic Boom Wellness, LLC, for itself and on behalf of its professional affiliates (“**Business Associate**”), effective as of March 20, 2024 (“**Effective Date**”).

RECITALS

Covered Entity and Business Associate are parties to an underlying Agreement (“**Agreement**”), under which Business Associate provides, in part, certain non-treatment member health management and outreach services to Covered Entity (“**BA Services**”). Upon Business Associate’s provision of such BA Services to Covered Entity, and where Covered Entity discloses to Business Associate PHI, defined below, including ePHI, as defined in 45 C.F.R. Parts 160 and 164, such disclosure results in Business Associate’s use, disclosure, maintenance, and/or creation of PHI, including ePHI, on behalf of Covered Entity.

The provision of BA Services by Business Associate, along with Covered Entity’s disclosure of PHI to Business Associate, make Business Associate a “business associate” of Covered Entity, as the term is defined in 45 C.F.R. Parts 160 and 164.

The Parties acknowledge that Business Associate also functions as a covered entity under the Agreement and the limited purpose of this BAA is to address only the business associate functions and to facilitate the Parties’ compliance with the requirements of HIPAA as applicable when Business Associate acts as Covered Entity’s business associate.

Covered Entity’s disclosure of PHI to Business Associate, and Business Associate’s use, disclosure, and creation of PHI for or on behalf of Covered Entity, are subject to protection and regulations under the Privacy Rule. To the extent that such use, disclosure, or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges that it shall comply with the Privacy and Security Rules regarding the use and disclosure of PHI and ePHI, pursuant to this BAA and when and as required by HITECH and its implementing regulations.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Definitions.

- a. Unless otherwise provided in this BAA, capitalized terms have the same meanings as set forth in the Agreement or the Privacy, Security Rule, and HITECH, as applicable.
- b. “**Breach**” means the acquisition, access, use, or disclosure of PHI in a manner not

permitted by the HIPAA Privacy Rule that compromises the security or privacy of PHI as defined and subject to the exceptions set forth in 45 C.F.R. §164.402.

- c. **“Effective Date”** means the effective date of the BAA.
- d. **“Electronic PHI”** means PHI that is transmitted or maintained in Electronic Media.
- e. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.
- f. **“HIPAA Breach Notification Rule”** means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Part 164 (Subpart D).
- g. **“HIPAA Privacy Rule”** means the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- h. **“HIPAA Security Rule”** means the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- i. **“HITECH”** means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and its implementing regulations, when and as each is effective and compliance is required.
- j. **“PHI”** means Covered Entity’s protected health information, as defined in 45 C.F.R. §160.103, and is limited to the PHI of eligible plan members that is received, maintained, created, or transmitted on behalf of Covered Entity by Business Associate in performance of the BA Services.
- k. **“State Privacy Law”** means a state law on medical privacy which is applicable to Business Associate or Covered Entity by virtue of the provision of BA Services.

II. Scope of Uses and Disclosures of PHI by Business Associate.

- a. Except as otherwise limited in this BAA or by law, Business Associate may use or disclose PHI provided to the Business Associate by Covered Entity to perform the BA Services for or on behalf of Covered Entity that are specified in the Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the minimum necessary policies and procedures of Business Associate.

- b. Business Associate may use or disclose PHI as required by law.

Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

- c. Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R Part 164.
- d. Business Associate may use PHI to create de-identified information as permitted by 45 C.F.R. Part 164.
- e. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, as permitted by 45 C.F.R. Part 164.

III. Obligations of Business Associate.

Business Associate agrees to:

- a. Use or further disclose PHI only as permitted or required by this BAA or as required by law.
- b. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by BAA.
- c. Report to Covered Entity any use or disclosure of PHI that is not sanctioned by this BAA or the Agreement of which Business Associate becomes aware within fifteen (15) business days. Business Associate will provide to the Covered Entity the information reasonably necessary to provide notice to Individuals, HHS, and/or the media in accordance with the HIPAA Breach Notification Rule.
- d. Require subcontractors or agents to whom Business Associates provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH, to the same extent Business Associate is required to comply.
- e. Make available PHI in a designated record set to the either Covered Entity or Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to PHI as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

- g. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 within thirty (30) calendar days of Covered Entity's written request. Should an accounting of disclosures of an Individual's PHI be requested more than once in any twelve-month period, Business Associate may impose a reasonable, cost-based fee in accordance with 45 C.F.R. §164.528(c)(2).
- h. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

IV. Obligations of Covered Entity.

Covered Entity agrees to:

- a. Notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d. Refrain from requesting that Business Associate use or disclose PHI in a manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. Term and Termination.

- a. The term of this BAA will commence as of the Effective Date and will terminate concurrently with the Agreement unless earlier terminated by mutual written agreement of the Parties or in accordance with this Section V.
- b. Either party may terminate this BAA if it determines that the other party has breached a material term of this BAA. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this BAA and report the breaching party to the Secretary.
- c. Upon termination of this BAA, Business Associate will return or destroy all PHI received from Covered Entity or created, maintained, or received by Business Associate

on behalf of Covered Entity that the Business Associate still maintains and will retain no copies of that PHI. If return or destruction of the PHI is not feasible, then Business Associate will extend the protection of this BAA to the PHI and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

VI. Miscellaneous.

- a. As of the Effective Date, this BAA supersedes any other BAA between the parties. This BAA may be modified only in a written agreement that is signed by duly authorized representatives of the parties.
- b. The parties agree that the indemnification provisions in the Agreement apply to this BAA.
- c. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule, the HIPAA Breach Notification Rule, and State Privacy Laws.
- d. That Parties agree that in the event of a conflict between this Agreement and any other agreement relating to the subject matter data herein, the terms of this Agreement shall control regardless of whether such other agreement was entered into subsequent to this Agreement. The Parties further agree that any change or modification of the protection, duties, or responsibilities of or related to the subject matter data shall only be effective by a direct change or modification of this Agreement.
- e. Nothing in this BAA confers upon any person other than the parties any rights, remedies, obligations, or liabilities whatsoever. This BAA is binding on the successors and assigns of Covered Entity and Business Associate. Except in connection with a sale, merger, acquisition, or reorganization to an affiliate of Business Associate, this BAA may not be assigned, in whole or in part, without the written consent of the other party, which will not be unreasonably withheld. Any attempted assignment in violation of this provision will be null and void.
- f. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and HITECH.
- g. Section V will survive the expiration or termination of the Agreement and/or this BAA, regardless of the reason for expiration or termination.
- h. This BAA is governed by and construed in accordance with the same internal laws governing the Agreement.
- i. In the performance of the BA Services, it is mutually understood and agreed that Business Associate and Subcontractors will at all times function as independent contractors, and not as an agent, partner, joint venturer, or in any other joint capacity

with respect to Covered Entity. Nothing in this BAA is intended to create an agency, employer/employee relationship, or a joint venture relationship between the parties or between the individuals providing BA Services on behalf of the parties.


- j. This BAA may be executed in counterparts, each of which will constitute an original and all of which will be one and same document.
- k. All notices required to be given pursuant to the terms of this BAA must be in writing and must be sent certified mail, return receipt requested (postage pre-paid), or by overnight air express mail service to the parties at the addresses specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the dates indicated below, intending to be legally bound hereby.

City of Murfreesboro

Sonic Boom Wellness, LLC

By: _____

By:  _____

Name: _____

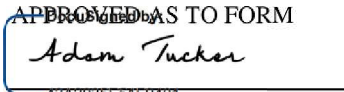
Name: Shannon Farrington _____

Title: _____

Title: cfo _____

Date: _____

Date: 5/2/2024 _____

APPROVED AS TO FORM

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

DocuSigned by:


COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Fox Collection Agency Amendment

Department: Judicial

Presented by: Vickie Ordonez, Chief Court Clerk

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Third amendment to the contract with Fox Collection Agency.

Staff Recommendation

Approve the extension of the above referenced contract for an additional one-year term ending June 2, 2025.

Background Information

On June 3, 2021, the City contracted with Professional Recovery Management, Inc., d/b/a Fox Collection Center (Fox) to provide collection services for delinquent fees, fines, and costs. That contract allowed four one-year extensions with total terms not to exceed five years. This will be the third extension of the contract with Fox. Fox has satisfactorily performed under the contract to date.

The proposed Third Amendment contracts with Fox for the period from June 3, 2024, until June 2, 2025.

Council Priorities Served

Responsible budgeting

Collecting outstanding penalties and fees is important effectiveness of court decisions and supports the financial and economic health.

Fiscal Impacts

The contract is based upon a percentage of collected funds. The last contract period the amount paid under the contract was \$9,216.34. It is anticipated that the amount to be paid under the extension will be comparable.

Attachments:

Third Amendment to Contract with Professional Recovery Management, Inc.

Original Contract with Professional Recovery Management, Inc.

**THIRD AMENDMENT
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
PROFESSIONAL RECOVERY MANAGEMENT, INC.
d/b/a FOX COLLECTION CENTER
FOR
COLLECTION AGENCY SERVICES**

This Third Amendment (“Third Amendment”) to the Contract, entered into June 3, 2023 (“Contract”), is effective as of June 2, 2024, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and Professional Recovery Management, Inc. d/b/a Fox Collection Center, a corporation of the State of Tennessee (“Contractor”).

RECITALS

WHEREAS, on June 3, 2021, the City entered into a contract with Fox Collection Center for Collection Agency Services for the City Court (Judicial) Department; and,

WHEREAS, the term of the Contract between the City and Contractor is currently from June 3, 2023, to June 2, 2024; and

WHEREAS, the City and Contractor wish to extend the Contract for an additional term pursuant to clause 2 of the current Contract from June 3, 2024, to June 2, 2025:

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the Contract from June 3, 2024, to June 2, 2025, all other terms of the Contract to remain the same.

CITY OF MURFREESBORO

**PROFESSIONAL RECOVERY MANAGEMENT , INC.
d/b/a FOX COLLECTION CENTER COLLECTION
AGENCY SERVICES**

Shane McFarland, Mayor

Todd Knowlton, Executive Vice President,
Sales and Marketing

APPROVED AS TO FORM:

DocuSigned by:

Adam Tucker

43A2035E51F9401...

Adam F. Tucker, City Attorney

**CONTRACT
BETWEEN
CITY OF MURFREESBORO
AND
PROFESSIONAL RECOVERY MANAGEMENT, INC.
d/b/a FOX COLLECTION CENTER
FOR
COLLECTION AGENCY SERVICES
FOR
CITY DEPARTMENTS' DELINQUENT FEES, FINES AND COSTS**

This Contract is entered into on this 3rd day of June, 2021, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **PROFESSIONAL RECOVERY MANAGEMENT, INC. d/b/a FOX COLLECTION CENTER** ("Contractor"). This Contract consists of the following documents:

- *This Contract,*
- *RFCSP-23-2021 (Request for Competitive Sealed Proposals), issued April 6, 2021,*
- *Contractor's Proposal, dated April 27, 2021, 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-23-2021 (Request for Competitive Sealed Proposals), issued, April 6, 2021, and,*
- *Contractor's Proposal, dated April 27, 2021.*

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 date this Contract is signed by all required parties. The initial contract term will end one (1) year from the date approved by City Council and executed by all required parties.
 - 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-three and one-half

percent (23.5%) contingency fee. These fees are contingent upon collection of said accounts.

- 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-three and one-half percent (23.5%) contingency fee. These fees are contingent upon collection of said accounts.
- C. Murfreesboro City Court Parking Violations – Contractor shall work parking violations on a non-contingent fee basis. Parking violation accounts placed in which a letter is sent shall be charged ninety-eight cents (\$0.98) per account. This charge includes one letter per parking violation account, all in-coming calls processed by Contractor, as well as, the posting of all monies received. Contractor shall remit 100% of all monies collected on a monthly basis.
- D. The Contractor shall be entitled to the following contingency fees:
 - 23.5% Primary Bad Debt Accounts
 - 28.0% Pre-Legal Accounts
 - 33.0% Legal/Litigation Accounts

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

4. Compensation; Method of Payment.

- 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. Taxes.** 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

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. Duties Upon Termination or Expiration of Contract

- 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. Compliance with Laws. 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: Fox Collection Center, Inc.
Attn: Todd Knowlton, EVP of Sales and Marketing
Fox Collection Center
Address: 454 Moss Trail
Goodlettsville, TN 37072
tknowlton@foxcollection.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: Todd Knowlton
Address: 454 Moss Trail
Goodlettsville, TN 37072

10. 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.

11. 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.

- 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.

12. 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.

- 13. 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.

- 14. 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.

- 15. 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.

- 16. 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.

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

- 18. 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.

19. **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.
20. **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.
21. **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.
22. **Insurance.** During the term of this Contract, Contractor shall maintain comprehensive general liability insurance with limits of not less than one million dollars, as well as automotive and workers' compensation insurance policies. 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.
23. **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.
24. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

- 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 its 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. Entire Contract.** This Contract, the Request for Competitive Sealed Proposals (RFCSP) issued April 6, 2021, Contractor's Competitive Sealed Proposal dated April 27, 2021, 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.
- 29. 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.
- 30. 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.
- 31. Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

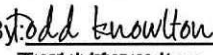
32. Severability. Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

33. 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

**PROFESSIONAL RECOVERY
MANAGEMENT, INC. d/b/a FOX
COLLECTION CENTER, INC.**

DocuSigned by:
By: 
Todd Knowlton, Executive Vice President,
Sales and Marketing

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Mandatory Referral for Dedication of a Gasline Easement North of Old Fort Parkway

Department: Planning

Presented by: Brad Barbee, Principal Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow dedication of a gasline easement on City-owned property located north of Old Fort Parkway and along Overall Street and Walter Hale Court.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommend approval at its May 2, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of a gasline easement for Atmos Energy on property that the City owns north of Old Fort Parkway and along Overall Street and Walter Hale Court. The property in question is currently developed with recreational uses, including Old Fort Park, the Lytle Creek Greenway, and Bloomfield Links golf course. Atmos proposes to upgrade its gas lines in this area. The proposed easement(s) will accommodate the proposed natural gas infrastructure to be located on the City's property.

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

1. If approved by City Council, Atmos will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instruments to formally dedicate the proposed easement(s) in question. The legal instruments will be subject to final review and approval of the Legal Department.
2. Atmos will also be responsible for recording these instruments, including payment of the recording fee.
3. The applicant shall provide a full set of construction drawings to the Murfreesboro Water Resources Department to review water/sewer/gas crossings associated with this project both on and off City property. The locations of the proposed gas lines and easements will be subject to MWRD's review and approval so as to avoid conflicts with existing water, repurified water, and sanitary sewer infrastructure.

4. This approval also includes any temporary construction easements needed by Atmos on City property for this gasoline replacement project.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist Atmos in upgrading its infrastructure in this area of the City.

Attachments:

1. Planning Commission staff comments from 05/02/2024 meeting
2. Letter and application from Atmos' representative
3. Exhibits from Atmos' representative

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 1, 2024
PROJECT PLANNER: BRAD BARBEE**

6.a. Mandatory Referral [2024-708] to consider the dedication of gas easements on City-owned property located along Old Fort Parkway, Overall Street, and Walter Hale Court, Pond and Company on behalf of Atmos Energy applicant.



In this mandatory referral, the Planning Commission is being asked to consider the approval of the dedication of a 20' gas line easement for Atmos Energy on property that the City owns on Overall Street, Walter Hale Court, and Old Fort Parkway. Also included is a temporary construction easement for Atmos to use during the construction project. The property in question is currently used as Old Fort Park and Bloomfield Links. It is also adjacent to the Lytle Creek Greenway Trail property. Atmos proposes to improve and upgrade their natural gas system and to retire and replace an existing 6-inch steel gas main running in the same corridor with an 8-inch steel gas main. The proposed easement will accommodate the proposed natural gas infrastructure to be located on the City's property. An exhibit depicting the location of the proposed easement is included in the agenda materials. Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

1. If approved by City Council, Atmos will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instruments to formally dedicate the proposed easement(s) in question. The legal instruments will be subject to final review and approval of the Legal Department.
2. Atmos will also be responsible for recording these instruments, including payment of the recording fee.
3. Provide a full set of construction drawings to the Murfreesboro Water Resources Department to review water/sewer/gas crossings associated with this project both on and off City property. The locations of the proposed gas lines will be subject to MWRD's review and approval so as to avoid conflicts with existing water, repurified water, and sanitary sewer infrastructure.



Proposed Easement

Proposed Easement

Proposed Easement

Proposed Easement



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: TRACT 1 PARCEL ID: 09100900 TRACT 1: 910-1028 GOLF LANE
 TRACT 1.001 PARCEL ID: 091J A 01100 TRACT 1.001: 0 OVERALL STREET
 TRACT 2 PARCEL ID: 091J A 00101 TRACT 2: 351 OVERALL STREET
 Tax Map/Group/Parcel: TRACT 3 PARCEL ID: 091G A 00500 Address (if applicable): TRACT 3: 1205-1207 WALTER HALE COURT

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

Type of Mandatory Referral: MANDATORY REFERRAL NOT INCLUDING ABANDNMENT OF RIGHT-OF-WAY

Applicant Information:

Name of Applicant: GRAYSON FULLER

Company Name (if applicable): POND AND COMPANY (SUBMITTING ON BEHALF OF ATMOS ENERGY)

Street Address or PO Box: 3500 PARKWAY LANE, SUITE 500

City: PEACHTREE CORNERS

State: GEORGIA

Zip Code: 30092

Email Address: FULLERG@POND.CO.COM

Phone Number: 470-387-8916

Required Attachments:

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

ATMOS REPRESENTATIVE:
 TAYLOR SANDERS
 334 W LOKEY AVE
 MURFREESBORO, TN 37130
 taylor.sanders@atmosenergy.com
 615-927-1596

04/05/2024

Applicant Signature

Date



3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092
T: 678.336.7740

04/04/2024

To Whom It May Concern
City of Murfreesboro
615-893-6441
111 W Vine Street
Murfreesboro, TN 37130

RE: Mandatory Referral Application for Proposed Atmos Gas Main

To Whom It May Concern,

Atmos Energy plans to install a new 8" steel gas main along City of Murfreesboro property. The purpose of the new gas main is to improve and upgrade their natural gas system as well as to retire and replace an existing 6" steel gas main running in the same corridor. The route traverses approximately 0.85 miles along City of Murfreesboro property from SR-96 to Medical Center Parkway. Atmos is requesting a proposed 20' wide permanent easement through City of Murfreesboro property to install the gas main along with an additional 30' wide temporary workspace adjacent to facilitate the construction of the gas main. Refer to Easement Exhibits produced by LDA Engineering for specific locations of permanent and temporary easements. Atmos plans to begin construction later in the month of April.

The purpose of this letter is to serve as an official request for the City of Murfreesboro to grant the mandatory referral request to allow Atmos to acquire land easements rights for the new gas main installation as specified in the Easement Exhibits and negotiated easement contracts.

If you have any questions or require further explanation or information contained in our application, please contact me by phone at 470.387.8916 or by email at fullerg@pondco.com.

Sincerely,

Grayson Fuller

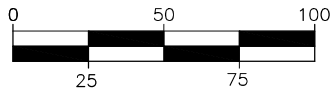
Project Engineer

Pond & Company

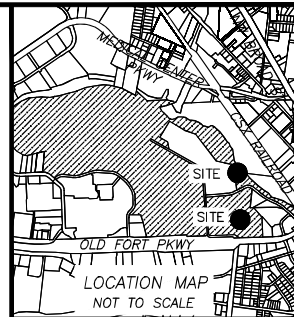
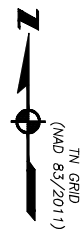
AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT TOTAL	±0.97	±42,291
TEMPORARY WORKSPACE TOTAL	±1.93	±84,229

EXHIBIT A



SCALE: 1"=50'



CERTIFICATION

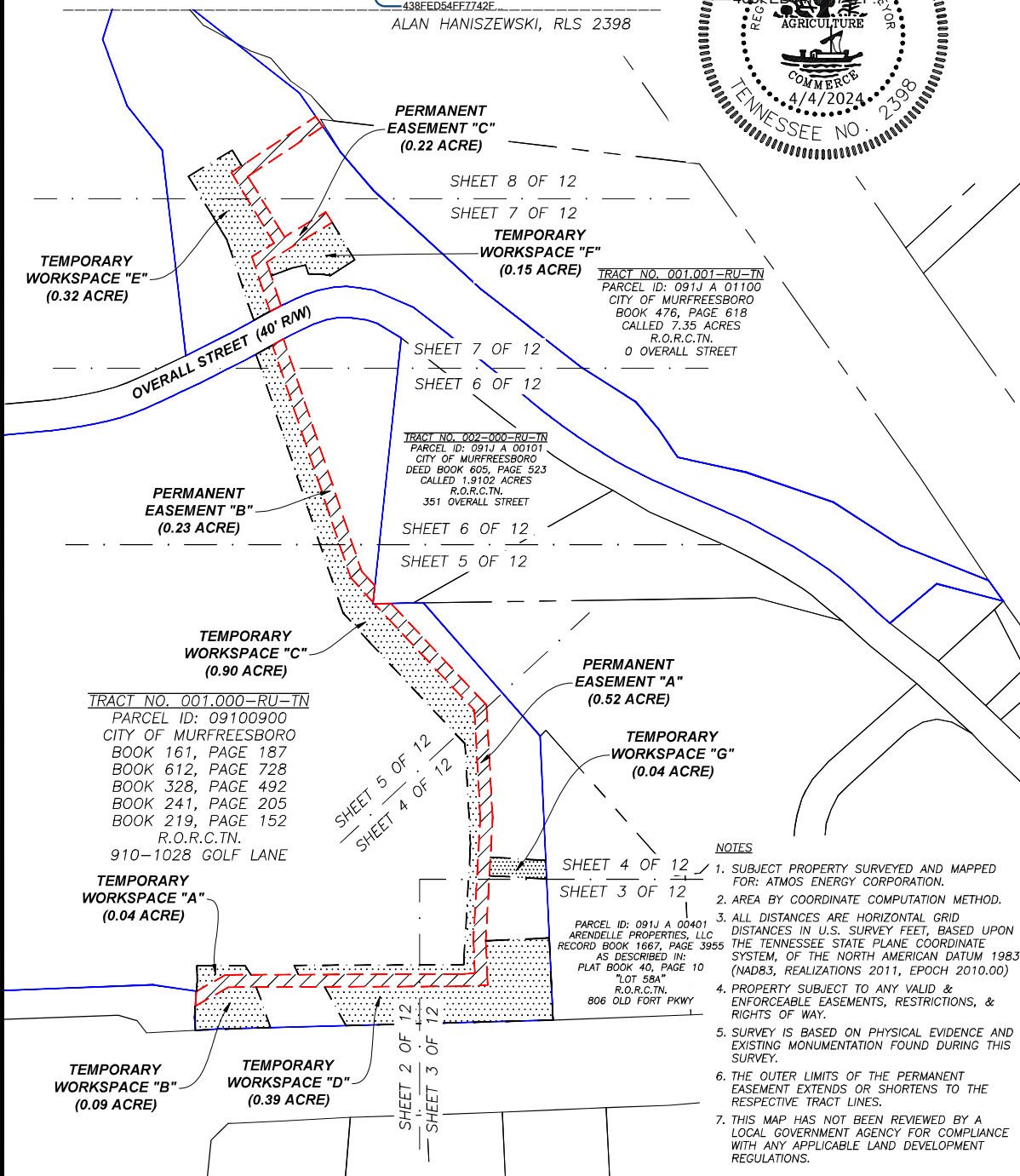
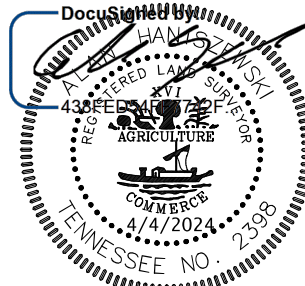
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 161, PAGE 187, DEED BOOK 612, PAGE 728, DEED BOOK 328, PAGE 492, DEED BOOK 241, PAGE 205, AND DEED BOOK 219, PAGE 152); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

438FED54FF7742E

ALAN HANISZEWSKI, RLS 2398



NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
6. THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
7. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 910-1028 GOLF LANE MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
REV2: 04/03/24

EASEMENT EXHIBIT

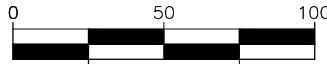
1 OF 12

TRACT NO. 01.000 DATE: 01/11/2024

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT TOTAL	±0.97	±42,291
TEMPORARY WORKSPACE TOTAL	±1.93	±84,229

EXHIBIT A



SCALE: 1"=50'

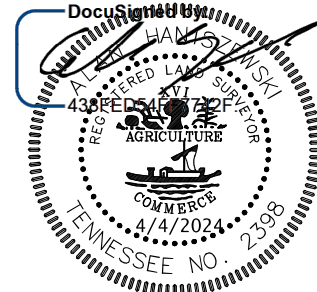
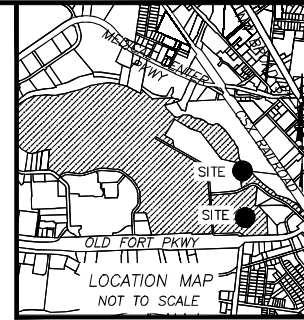
CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 161, PAGE 187, DEED BOOK 612, PAGE 728, DEED BOOK 328, PAGE 492, DEED BOOK 241, PAGE 205, AND DEED BOOK 219, PAGE 152); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

 438EED54FE7242E
 ALAN HANISZEWSKI, RLS 2398

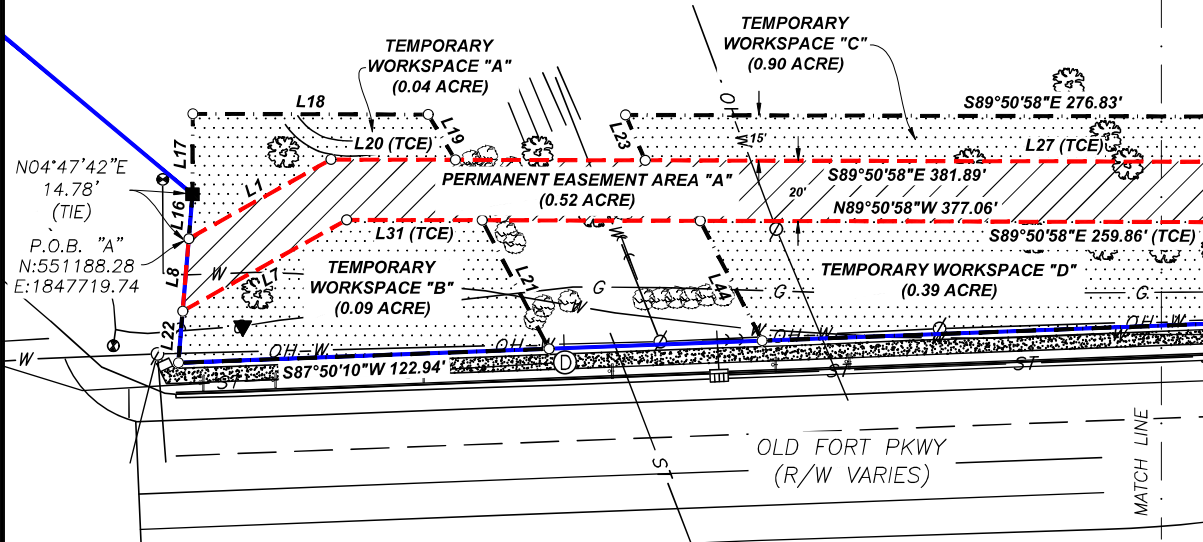


LINE	DIRECTION	LENGTH
L1	N60° 51' 56"E	53.96'
L7	S60° 51' 56"W	62.19'
L8	N4° 47' 42"E	24.10'
L16	N4° 47' 42"E	14.78'
L17	N0° 09' 02"E	26.66'
L18	S89° 50' 58"E	78.03'
L19	S31° 04' 17"E	17.54'

LINE	DIRECTION	LENGTH
L20	N89° 50' 58"W	41.25'
L21	S27° 28' 01"E	48.02'
L22	N4° 47' 42"E	17.15'
L23	N23° 31' 41"W	16.38'
L27	N89° 50' 58"W	277.71'
L31	S89° 50' 58"E	44.94'
L44	N27° 19' 33"W	44.74'

TRACT NO. 001.000-RU-TN
 PARCEL ID: 09100900
 CITY OF MURFREESBORO
 BOOK 161, PAGE 187
 BOOK 612, PAGE 728
 BOOK 328, PAGE 492
 BOOK 241, PAGE 205
 BOOK 219, PAGE 152
 R.O.R.C.TN.
 910-1028 GOLF LANE

SHEET 2 OF 12
 SHEET 3 OF 12



- LEGEND**
- 1/2" IRON ROD FOUND
 - MONUMENT FOUND
 - COMPUTED POINT
 - UTILITY POLE
 - GUY WIRE
 - FIBER PEDESTAL
 - WATER METER
 - VALVE
 - UTILITY MARKER
 - GAS RISER PIPE
 - HYDRANT
 - CATCH BASIN
 - REGULATOR STATION
 - POST
 - MISC. PULLBOX
 - FIBER PEDESTAL
 - SEWER MANHOLE
 - STORM MANHOLE
 - TREE
 - BUSH

- SUBJECT TRACT
- - - PERMANENT EASEMENT
- - - TEMPORARY WORKSPACE
- - - ADJOINER PROPERTY CENTERLINE
- SAN SEWER LINE
- G GAS LINE
- W WATER LINE
- - - EASEMENT EDGE
- OH-W OVERHEAD WIRE
- CHAIN LINK FENCE
- X-X FENCE LINE
- /-/- WOOD FENCE LINE
- CL OF ROAD
- CONCRETE/ASPHALT
- EDGE OF GRAVEL
- FO COMMUNICATION LINE
- ST RAILROAD TRACKS

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

P.O.B. - POINT OF BEGINNING
 R.O.R.C.TN. - REGISTER'S OFFICE,
 RUTHERFORD COUNTY, TENNESSEE
 LDA PROJECT NO. ATM308



LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
 ACROSS THE LANDS OF
 CITY OF MURFREESBORO
 910-1028 GOLF LANE
 MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
 PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
 REV2: 04/03/24

EASEMENT EXHIBIT

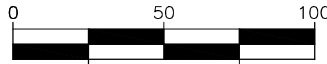
2 OF 12

TRACT NO. 01.000 DATE: 01/11/2024

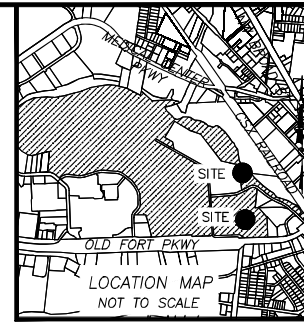
AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT TOTAL	±0.97	±42,291
TEMPORARY WORKSPACE TOTAL	±1.93	±84,229

EXHIBIT A



SCALE: 1"=50'



CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 161, PAGE 187, DEED BOOK 612, PAGE 728, DEED BOOK 328, PAGE 492, DEED BOOK 241, PAGE 205, AND DEED BOOK 219, PAGE 152); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

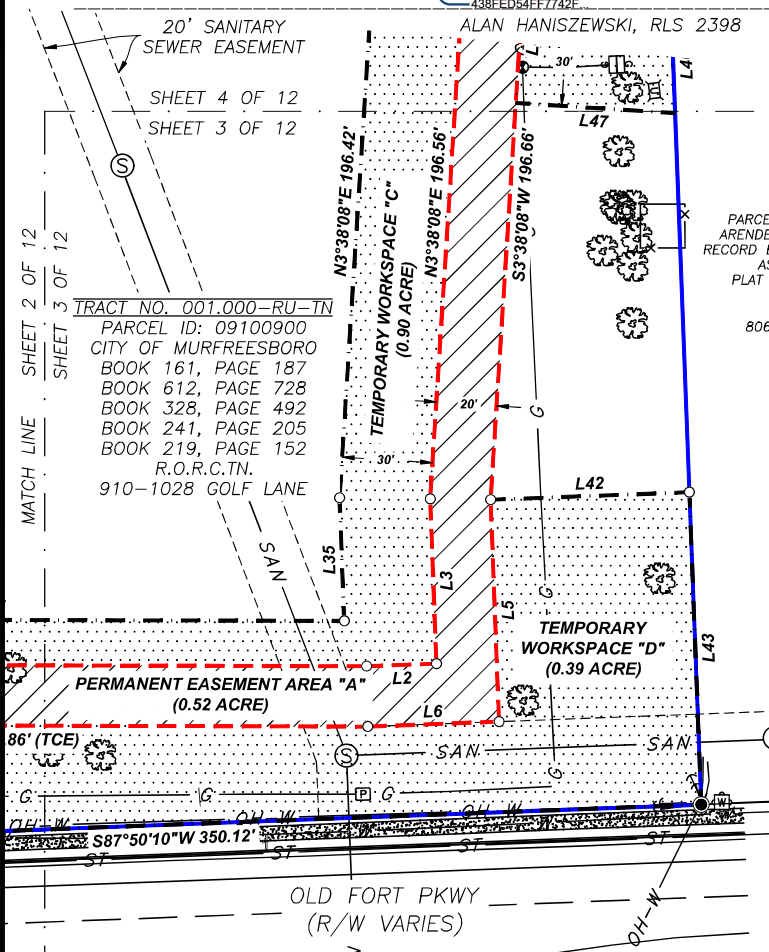
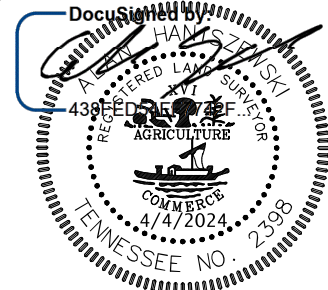
THIS 3RD DAY OF APRIL 2024

DocuSigned by:

Alan Haniszewski

438EED54FE7742E

ALAN HANISZEWSKI, RLS 2398



PARCEL ID: 091J A 00401
 AREDELLE PROPERTIES, LLC
 RECORD BOOK 1667, PAGE 3955
 AS DESCRIBED IN:
 PLAT BOOK 40, PAGE 10
 "LOT 58A"
 R.O.R.C.TN.
 806 OLD FORT PKWY

LINE TABLE		
LINE	DIRECTION	LENGTH
L2	N87° 50' 10"E	23.16'
L3	N2° 10' 43"W	54.60'
L5	S2° 10' 43"E	73.59'
L6	S87° 50' 10"W	43.57'
L35	N2° 10' 43"W	40.83'
L42	N87° 50' 10"E	65.94'
L43	S2° 09' 50"E	103.59'
L47	N86° 21' 52"W	52.90'

30' P.U.D.E.
 PLAT BOOK 3, PAGE 91
 PLAT BOOK 40, 10
 R.O.R.C.TN.

LEGEND

● 1/2" IRON ROD FOUND	— SUBJECT TRACT
■ MONUMENT FOUND	— PERMANENT EASEMENT
○ COMPUTED POINT	— TEMPORARY WORKSPACE
○ UTILITY POLE	— ADJOINER PROPERTY CENTERLINE
— GUY WIRE	— SAN SEWER LINE
— FIBER PEDESTAL	— G GAS LINE
— WATER METER	— W WATER LINE
— VALVE	— OH-W EASEMENT EDGE
— UTILITY MARKER	— OVERHEAD WIRE
— GAS RISER PIPE	— CHAIN LINK FENCE
— HYDRANT	— FENCE LINE
— CATCH BASIN	— WOOD FENCE LINE
— REGULATOR STATION	— CL OF ROAD
— POST	— CONCRETE/ASPHALT
— MISC. PULLBOX	— EDGE OF GRAVEL
— FIBER PEDESTAL	— COMMUNICATION LINE
	— ST STORM PIPE
	— RAILROAD TRACKS

P.O.B. - POINT OF BEGINNING
 R.O.R.C.TN. - REGISTER'S OFFICE,
 RUTHERFORD COUNTY, TENNESSEE
 LDA PROJECT NO. ATM308

- NOTES**
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
 - AREA BY COORDINATE COMPUTATION METHOD.
 - ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
 - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 - SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
 - THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
 - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



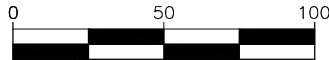
LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 910-1028 GOLF LANE MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT TOTAL	±0.97	±42,291
TEMPORARY WORKSPACE TOTAL	±1.93	±84,229

EXHIBIT A



SCALE: 1"=50'

CERTIFICATION

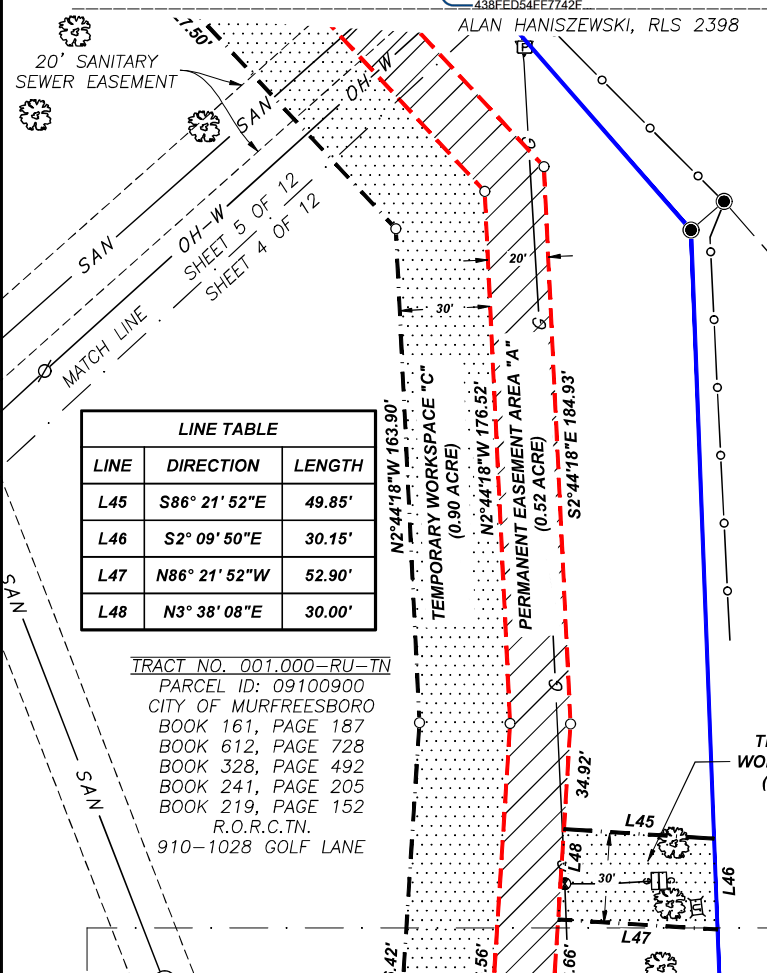
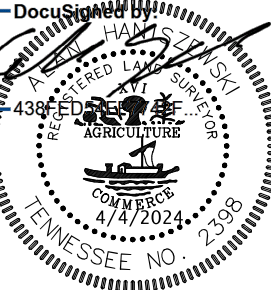
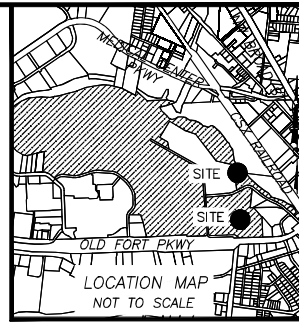
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 161, PAGE 187, DEED BOOK 612, PAGE 728, DEED BOOK 328, PAGE 492, DEED BOOK 241, PAGE 205, AND DEED BOOK 219, PAGE 152); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

Alan Haniszewski
438FED54EF7242E

ALAN HANISZEWSKI, RLS 2398



LINE	DIRECTION	LENGTH
L45	S86° 21' 52"E	49.85'
L46	S2° 09' 50"E	30.15'
L47	N86° 21' 52"W	52.90'
L48	N3° 38' 08"E	30.00'

TRACT NO. 001.000-RU-TN
 PARCEL ID: 09100900
 CITY OF MURFREESBORO
 BOOK 161, PAGE 187
 BOOK 612, PAGE 728
 BOOK 328, PAGE 492
 BOOK 241, PAGE 205
 BOOK 219, PAGE 152
 R.O.R.C.TN.
 910-1028 GOLF LANE

PARCEL ID: 091J A 00100
 HAWKEEGAN PROPERTIES, LLC
 RECORD BOOK 1838, PAGE 3512
 CALLED 5.0096 ACRES
 "TRACT NO. 1"
 R.O.R.C.TN.
 700 ORDWAY ST

PARCEL ID: 091J A 00401
 ARENDELLE PROPERTIES, LLC
 RECORD BOOK 1667, PAGE 3955
 AS DESCRIBED IN:
 PLAT BOOK 40, PAGE 10
 "LOT 58A"
 R.O.R.C.TN.
 76 OLD FORT PKWY

TEMPORARY WORKSPACE "G"
(0.04 ACRE)

MATCH LINE SHEET 4 OF 12
 MATCH LINE SHEET 3 OF 12

LEGEND

- 1/2" IRON ROD FOUND
- MONUMENT FOUND
- COMPUTED POINT
- UTILITY POLE
- GUY WIRE
- FIBER PEDESTAL
- WATER METER
- VALVE
- UTILITY MARKER
- GAS RISER PIPE
- HYDRANT
- CATCH BASIN
- REGULATOR STATION
- POST
- MISC. PULLBOX
- FIBER PEDESTAL
- TREE
- BUSH
- SEWER MANHOLE
- STORM MANHOLE

- SUBJECT TRACT
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADJOINER PROPERTY CENTERLINE
- SAN SEWER LINE
- G GAS LINE
- W WATER LINE
- EASEMENT EDGE
- OH-W OVERHEAD WIRE
- CHAIN LINK FENCE
- X X FENCE LINE
- / / WOOD FENCE LINE
- CL OF ROAD
- CONCRETE/ASPHALT EDGE OF GRAVEL
- FO COMMUNICATION LINE
- ST STORM PIPE
- RAILROAD TRACKS

NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
6. THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
7. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

P.O.B. - POINT OF BEGINNING
 R.O.R.C.TN. - REGISTER'S OFFICE,
 RUTHERFORD COUNTY, TENNESSEE
 LDA PROJECT NO. ATM308



LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
 ACROSS THE LANDS OF
 CITY OF MURFREESBORO
 910-1028 GOLF LANE
 MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
 PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
 REV2: 04/03/24

EASEMENT EXHIBIT

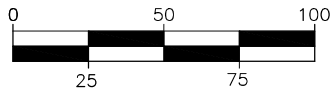
4 OF 12

TRACT NO. 01.000 DATE: 01/11/2024

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT TOTAL	±0.97	±42,291
TEMPORARY WORKSPACE TOTAL	±1.93	±84,229

EXHIBIT A



SCALE: 1"=50'

CERTIFICATION

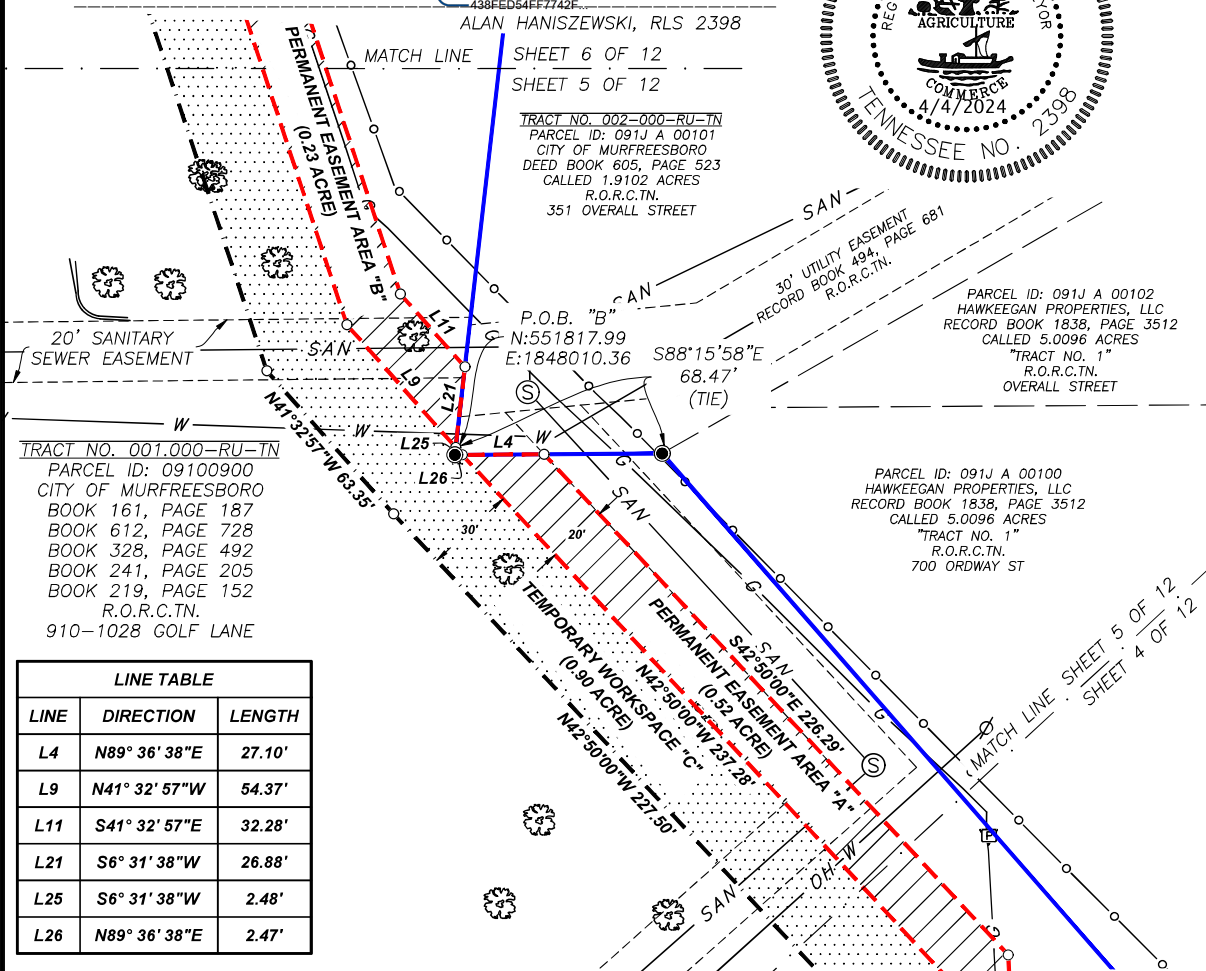
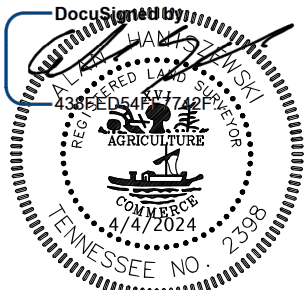
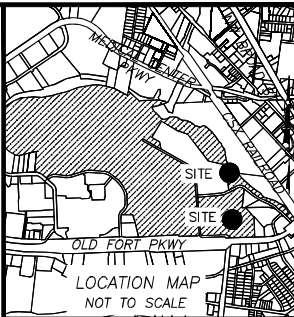
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 161, PAGE 187, DEED BOOK 612, PAGE 728, DEED BOOK 328, PAGE 492, DEED BOOK 241, PAGE 205, AND DEED BOOK 219, PAGE 152); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

Alan Haniszewski

438FED054FF742E
ALAN HANISZEWSKI, RLS 2398



TRACT NO. 001.000-RU-TN
PARCEL ID: 09100900
CITY OF MURFREESBORO
BOOK 161, PAGE 187
BOOK 612, PAGE 728
BOOK 328, PAGE 492
BOOK 241, PAGE 205
BOOK 219, PAGE 152
R.O.R.C.TN.
910-1028 GOLF LANE

LINE	DIRECTION	LENGTH
L4	N89° 36' 38"E	27.10'
L9	N41° 32' 57"W	54.37'
L11	S41° 32' 57"E	32.28'
L21	S6° 31' 38"W	26.88'
L25	S6° 31' 38"W	2.48'
L26	N89° 36' 38"E	2.47'

- LEGEND
- 1/2" IRON ROD FOUND
 - MONUMENT FOUND
 - COMPUTED POINT
 - UTILITY POLE
 - GUY WIRE
 - FIBER PEDESTAL
 - WATER METER
 - VALVE
 - UTILITY MARKER
 - GAS RISER PIPE
 - HYDRANT
 - CATCH BASIN
 - REGULATOR STATION
 - POST
 - MISC. PULLBOX
 - FIBER PEDESTAL
 - SEWER MANHOLE
 - STORM MANHOLE
 - TREE
 - BUSH

- SUBJECT TRACT
- - - PERMANENT EASEMENT
- . - . - . TEMPORARY WORKSPACE
- ADJOINER PROPERTY CENTERLINE
- SAN SEWER LINE
- G GAS LINE
- W WATER LINE
- - - EASEMENT EDGE
- OH-W OVERHEAD WIRE
- CHAIN LINK FENCE
- X-X FENCE LINE
- /-/- WOOD FENCE LINE
- CL OF ROAD
- CONCRETE/ASPHALT
- EDGE OF GRAVEL
- FO COMMUNICATION LINE
- ST STORM PIPE
- RAILROAD TRACKS

- NOTES
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
 - AREA BY COORDINATE COMPUTATION METHOD.
 - ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
 - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 - SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
 - THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
 - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 910-1028 GOLF LANE MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
REV2: 04/03/24

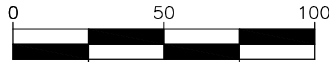
EASEMENT EXHIBIT 5 OF 12

TRACT NO. 01.000 DATE: 01/11/2024

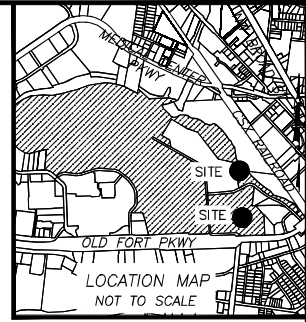
AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT TOTAL	±0.97	±42,291
TEMPORARY WORKSPACE TOTAL	±1.93	±84,229

EXHIBIT A



SCALE: 1"=50'



CERTIFICATION

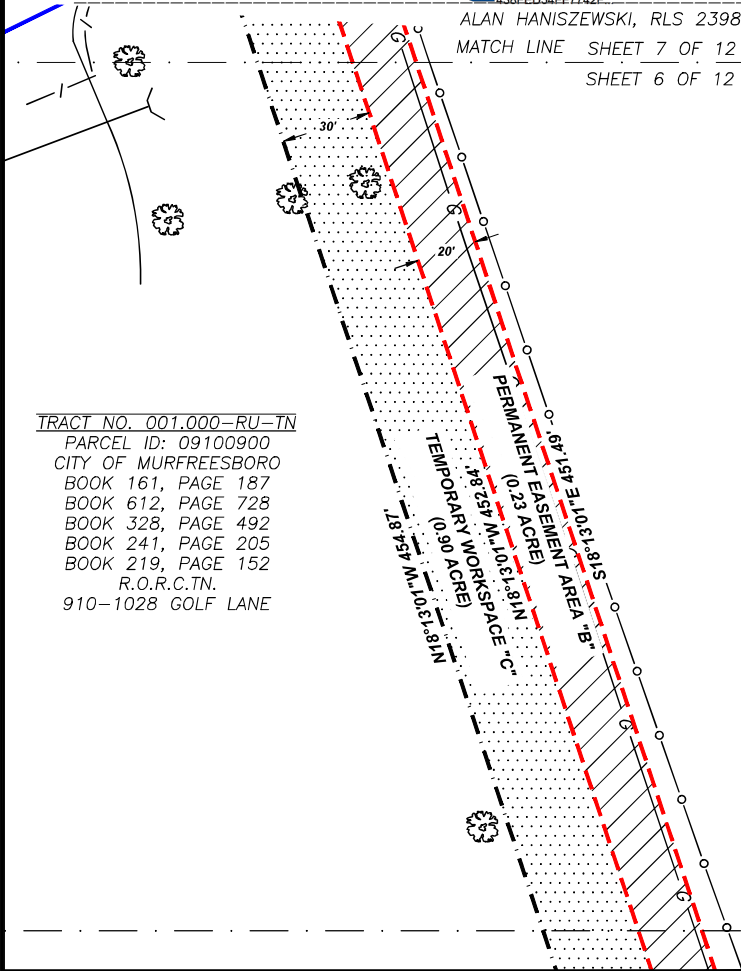
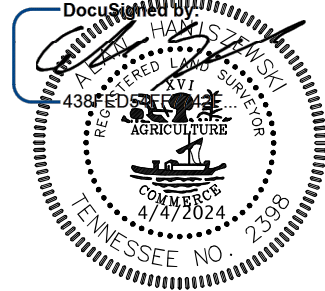
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 161, PAGE 187, DEED BOOK 612, PAGE 728, DEED BOOK 328, PAGE 492, DEED BOOK 241, PAGE 205, AND DEED BOOK 219, PAGE 152); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

DocuSigned by:

438FED54FE7742E

THIS 3RD DAY OF APRIL 2024

ALAN HANISZEWSKI, RLS 2398
MATCH LINE SHEET 7 OF 12
SHEET 6 OF 12



TRACT NO. 001.000-RU-TN
PARCEL ID: 09100900
CITY OF MURFREESBORO
BOOK 161, PAGE 187
BOOK 612, PAGE 728
BOOK 328, PAGE 492
BOOK 241, PAGE 205
BOOK 219, PAGE 152
R.O.R.C.TN.
910-1028 GOLF LANE

TRACT NO. 002-000-RU-TN
PARCEL ID: 091J A 00101
CITY OF MURFREESBORO
DEED BOOK 605, PAGE 523
CALLED 1.9102 ACRES
R.O.R.C.TN.
351 OVERALL STREET

SHEET 6 OF 12
SHEET 5 OF 12

LEGEND

● 1/2" IRON ROD FOUND	— SUBJECT TRACT
■ MONUMENT FOUND	--- PERMANENT EASEMENT
○ COMPUTED POINT	--- TEMPORARY WORKSPACE
○ UTILITY POLE	--- ADJOINER PROPERTY
○ GUY WIRE	--- CENTERLINE
○ FIBER PEDESTAL	--- SAN SEWER LINE
○ WATER METER	--- G GAS LINE
○ VALVE	--- W WATER LINE
○ UTILITY MARKER	--- EASEMENT EDGE
○ GAS RISER PIPE	--- OH-W OVERHEAD WIRE
○ HYDRANT	○ CHAIN LINK FENCE
○ CATCH BASIN	○ FENCE LINE
○ REGULATOR STATION	○ WOOD FENCE LINE
○ POST	○ CL OF ROAD
○ MISC. PULLBOX	--- CONCRETE/ASPHALT
○ FIBER PEDESTAL	--- EDGE OF GRAVEL
	--- FO COMMUNICATION LINE
	--- ST STORM PIPE
	--- RAILROAD TRACKS

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

P.O.B. - POINT OF BEGINNING
R.O.R.C.TN. - REGISTER'S OFFICE,
RUTHERFORD COUNTY, TENNESSEE
LDA PROJECT NO. ATM308



MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
ACROSS THE LANDS OF
CITY OF MURFREESBORO
910-1028 GOLF LANE
MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
REV2: 04/03/24

EASEMENT EXHIBIT

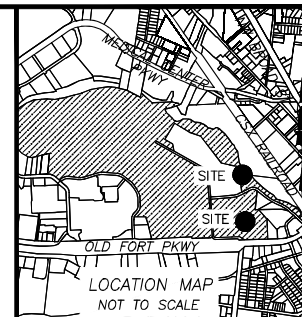
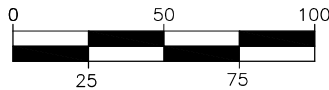
6 OF 12

TRACT NO. 01.000 DATE: 01/11/2024

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT TOTAL	±0.97	±42,291
TEMPORARY WORKSPACE TOTAL	±1.93	±84,229

EXHIBIT A



CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 161, PAGE 187, DEED BOOK 612, PAGE 728, DEED BOOK 328, PAGE 492, DEED BOOK 241, PAGE 205, AND DEED BOOK 219, PAGE 152); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

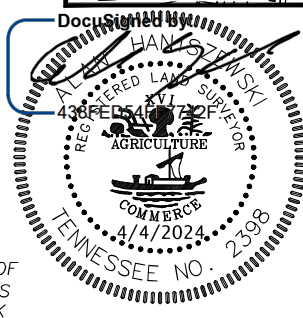
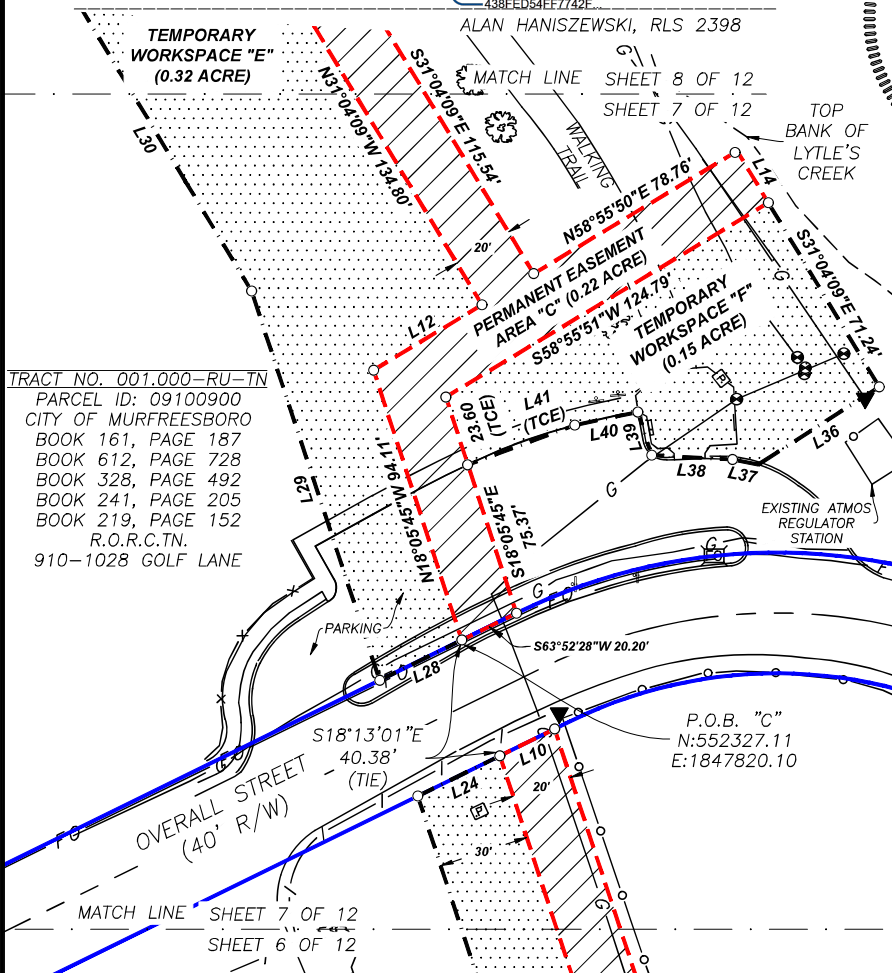
DocuSigned by:

Alan Haniszewski

THIS 3RD DAY OF APRIL 2024

438EED54EF7742E

ALAN HANISZEWSKI, RLS 2398



LINE TABLE

LINE	DIRECTION	LENGTH
L10	N63° 52' 28"E	20.19'
L12	N58° 55' 51"E	41.95'
L14	S31° 04' 09"E	20.00'
L24	N63° 52' 28"E	30.29'
L28	S63° 52' 28"W	30.29'
L29	N18° 13' 01"W	135.84'
L30	N31° 04' 09"W	122.15'
L31	N59° 03' 40"E	83.04'
L32	S31° 04' 09"E	29.75'
L33	S56° 46' 56"W	20.01'
L36	S57° 18' 04"W	47.67'
L37	N78° 48' 13"W	8.70'
L38	N86° 55' 48"W	26.85'
L39	N17° 43' 15"W	14.99'
L40	S78° 18' 20"W	21.39'
L41	S69° 37' 37"W	37.73'

TRACT NO. 001.000-RU-TN
 PARCEL ID: 09100900
 CITY OF MURFREESBORO
 BOOK 161, PAGE 187
 BOOK 612, PAGE 728
 BOOK 328, PAGE 492
 BOOK 241, PAGE 205
 BOOK 219, PAGE 152
 R.O.R.C.TN.
 910-1028 GOLF LANE

LEGEND

● 1/2" IRON ROD FOUND	— SUBJECT TRACT
■ MONUMENT FOUND	- - - PERMANENT EASEMENT
○ COMPUTED POINT	- - - TEMPORARY WORKSPACE
○ UTILITY POLE	- - - ADJOINER PROPERTY
○ GUY WIRE	- - - CENTERLINE
○ FIBER PEDESTAL	- - - SEWER LINE
○ WATER METER	- - - GAS LINE
○ VALVE	- - - WATER LINE
○ UTILITY MARKER	- - - EASEMENT EDGE
○ GAS RISER PIPE	- - - OVERHEAD WIRE
○ HYDRANT	- - - CHAIN LINK FENCE
○ CATCH BASIN	- - - FENCE LINE
○ REGULATOR STATION	- - - WOOD FENCE LINE
○ POST	- - - CL OF ROAD
○ MISC. PULLBOX	- - - CONCRETE/ASPHALT
○ FIBER PEDESTAL	- - - EDGE OF GRAVEL
	- - - COMMUNICATION LINE
	- - - STORM PIPE
	- - - RAILROAD TRACKS

LEGEND

— SAN	SEWER LINE
— G	GAS LINE
— W	WATER LINE
— OH-W	OVERHEAD WIRE
— X-X	CHAIN LINK FENCE
— /-/-	FENCE LINE
— /-/-	WOOD FENCE LINE
— /-/-	CL OF ROAD
— /-/-	CONCRETE/ASPHALT
— /-/-	EDGE OF GRAVEL
— /-/-	COMMUNICATION LINE
— /-/-	STORM PIPE
— /-/-	RAILROAD TRACKS

- NOTES**
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
 - AREA BY COORDINATE COMPUTATION METHOD.
 - ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
 - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 - SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
 - THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
 - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

P.O.B. - POINT OF BEGINNING
 R.O.R.C.TN. - REGISTER'S OFFICE,
 RUTHERFORD COUNTY, TENNESSEE
 LDA PROJECT NO. ATM308

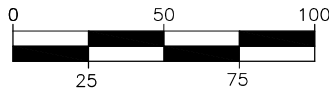


MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
 ACROSS THE LANDS OF
 CITY OF MURFREESBORO
 910-1028 GOLF LANE
 MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
 PERMANENT EASEMENT & TEMPORARY WORKSPACE

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT TOTAL	±0.97	±42,291
TEMPORARY WORKSPACE TOTAL	±1.93	±84,229

EXHIBIT A



SCALE: 1"=50'

CERTIFICATION

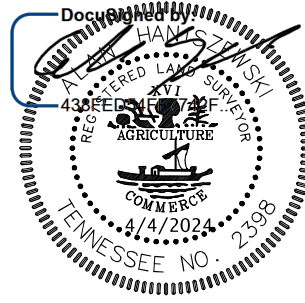
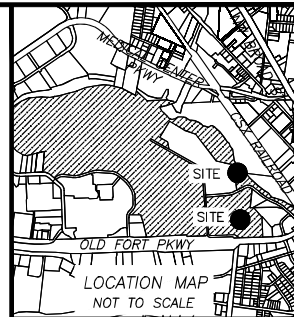
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 161, PAGE 187, DEED BOOK 612, PAGE 728, DEED BOOK 328, PAGE 492, DEED BOOK 241, PAGE 205, AND DEED BOOK 219, PAGE 152); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

DocuSigned by:

THIS 3RD DAY OF APRIL 2024

438FED54EF7742E

ALAN HANISZEWSKI, RLS 2398

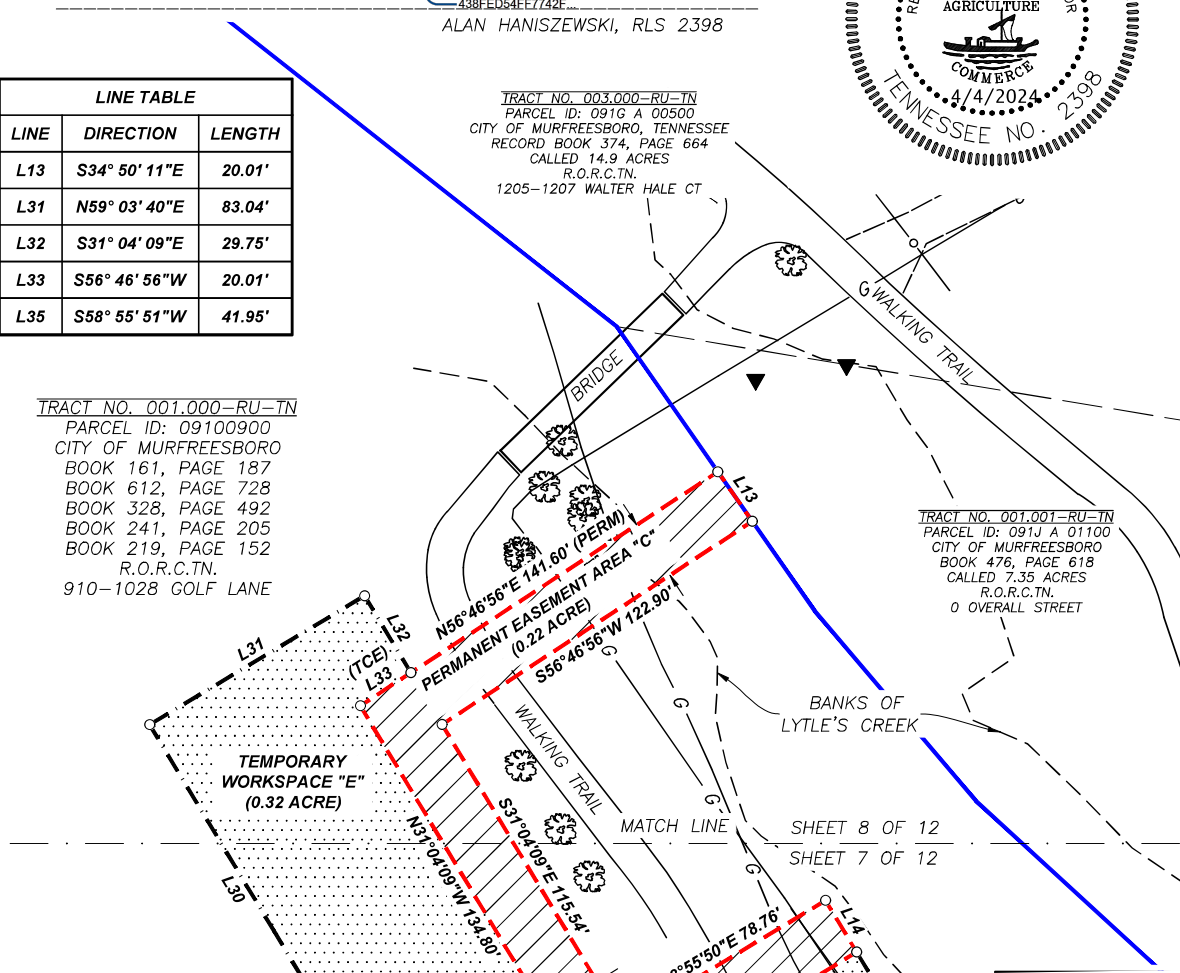


LINE TABLE		
LINE	DIRECTION	LENGTH
L13	S34° 50' 11"E	20.01'
L31	N59° 03' 40"E	83.04'
L32	S31° 04' 09"E	29.75'
L33	S56° 46' 56"W	20.01'
L35	S58° 55' 51"W	41.95'

TRACT NO. 003.000-RU-TN
 PARCEL ID: 091G A 00500
 CITY OF MURFREESBORO, TENNESSEE
 RECORD BOOK 374, PAGE 664
 CALLED 14.9 ACRES
 R.O.R.C.TN.
 1205-1207 WALTER HALE CT

TRACT NO. 001.000-RU-TN
 PARCEL ID: 09100900
 CITY OF MURFREESBORO
 BOOK 161, PAGE 187
 BOOK 612, PAGE 728
 BOOK 328, PAGE 492
 BOOK 241, PAGE 205
 BOOK 219, PAGE 152
 R.O.R.C.TN.
 910-1028 GOLF LANE

TRACT NO. 001.001-RU-TN
 PARCEL ID: 091J A 01100
 CITY OF MURFREESBORO
 BOOK 476, PAGE 618
 CALLED 7.35 ACRES
 R.O.R.C.TN.
 0 OVERALL STREET



- 1/2" IRON ROD FOUND
 ■ MONUMENT FOUND
 ○ COMPUTED POINT
 ○ UTILITY POLE
 ○ GUY WIRE
 ⊕ FIBER PEDESTAL
 ⊕ WATER METER
 ⊕ VALVE
 ⊕ UTILITY MARKER
 ⊕ GAS RISER PIPE
 ⊕ HYDRANT
 ⊕ CATCH BASIN
 ⊕ REGULATOR STATION
 ⊕ POST
 ⊕ MISC. PULLBOX
 ⊕ FIBER PEDESTAL
- TREE
 ○ BUSH
 ⊕ SEWER MANHOLE
 ⊕ STORM MANHOLE
- P.O.B. - POINT OF BEGINNING
 R.O.R.C.TN. - REGISTER'S OFFICE,
 RUTHERFORD COUNTY, TENNESSEE
 LDA PROJECT NO. ATM308

- LEGEND**
- SUBJECT TRACT
 - PERMANENT EASEMENT
 - TEMPORARY WORKSPACE
 - ADJOINER PROPERTY
 - CENTERLINE
 - SEWER LINE
 - GAS LINE
 - WATER LINE
 - EASEMENT EDGE
 - OVERHEAD WIRE
 - CHAIN LINK FENCE
 - FENCE LINE
 - WOOD FENCE LINE
 - CL OF ROAD
 - CONCRETE/ASPHALT
 - EDGE OF GRAVEL
 - COMMUNICATION LINE
 - STORM PIPE
 - RAILROAD TRACKS
- SAW - SEWER
 G - GAS
 W - WATER
 OH-W - OVERHEAD WIRE
 F - FENCE
 W - WOOD FENCE
 CL - CL OF ROAD
 C/A - CONCRETE/ASPHALT
 EG - EDGE OF GRAVEL
 COM - COMMUNICATION LINE
 ST - STORM PIPE
 RR - RAILROAD TRACKS

- NOTES**
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
 - AREA BY COORDINATE COMPUTATION METHOD.
 - ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
 - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 - SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
 - THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
 - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 910-1028 GOLF LANE MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
 REV2: 04/03/24

EASEMENT EXHIBIT 8 OF 12

TRACT NO. 01.000 DATE: 01/08/2024

ATMOS ENERGY CORPORATION

EXHIBIT "B"
 RUTHERFORD COUNTY, TENNESSEE
 PERMANENT EASEMENT AREAS "A-C"
 TEMPORARY WORKSPACES "A-F"
 MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
 MAP 91-J, PARCEL 09.00

DESCRIPTION FOR THREE (3) PERMANENT EASEMENTS, AND SEVEN (7) TEMPORARY WORKSPACE AREAS, BEING OUT OF A TRACT OF A TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 161, PAGE 187, BOOK 612, PAGE 728, BOOK 328, PAGE 492, BOOK 241, PAGE 205, AND BOOK 219, PAGE 152 REGISTER'S OFFICE, RUTHERFORD, COUNTY, TENNESSEE, (R.O.R.C.TN.); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT AREA "A":

POINT OF BEGINNING (P.O.B., N:551188.28, E:1847719.74) ON A WESTERLY LINE OF SAID CITY OF MURFREESBORO TRACT, AND ON THE EAST RIGHT-OF-WAY OF OLD FORT PARKWAY, FROM WHICH A CONCRETE MONUMENT FOUND ON THE SOUTH LINE OF SAID CITY OF MURFREESBORO TRACT, AND ON THE NORTH CORNER OF SAID OLD FORT PARKWAY, BEARS: NORTH 04°47'41" EAST, A DISTANCE OF 14.78 FEET;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING SEVEN (7) CALLS, NORTH 60°51'56" EAST, A DISTANCE OF 53.96 FEET;

THENCE, SOUTH 89°50'58" EAST, A DISTANCE OF 381.89 FEET;
 THENCE, NORTH 87°50'10" EAST, A DISTANCE OF 23.16 FEET;
 THENCE, NORTH 02°10'43" WEST, A DISTANCE OF 54.60 FEET;
 THENCE, NORTH 03°38'08" EAST, A DISTANCE OF 196.56 FEET;
 THENCE, NORTH 02°44'18" WEST, A DISTANCE OF 176.52 FEET;

THENCE, NORTH 42°50'00" WEST, A DISTANCE OF 237.28 FEET TO AN INTERIOR LINE OF SAID CITY OF MURFREESBORO TRACT, AND ON THE SOUTH LINE OF A CALLED 1.9102± ACRES TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 605, PAGE 523, (R.O.R.C.TN.);

THENCE, ALONG THE SOUTH LINE OF SAID 1.9102± ACRES TRACT, NORTH 89°36'38" EAST, A DISTANCE OF 27.10 FEET;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING SEVEN (7) CALLS, SOUTH 42°50'00" EAST, A DISTANCE OF 226.29 FEET;

THENCE, SOUTH 02°44'18" EAST, A DISTANCE OF 184.93 FEET;
 THENCE, SOUTH 03°38'08" WEST, A DISTANCE OF 196.66 FEET;
 THENCE, SOUTH 02°10'43" EAST, A DISTANCE OF 73.59 FEET;
 THENCE, SOUTH 87°50'10" WEST, A DISTANCE OF 43.57 FEET;
 THENCE, NORTH 89°50'58" WEST, A DISTANCE OF 377.06 FEET;

THENCE, SOUTH 60°51'56" WEST, A DISTANCE OF 62.19 FEET TO AN EXTERIOR LINE OF SAID CITY OF MURFREESBORO TRACT, AND ON THE EAST RIGHT-OF-WAY OF OLD FORT PARKWAY;

THENCE, ALONG THE EAST RIGHT-OF-WAY OF OLD FORT PARKWAY, NORTH 04°47'42" EAST, A DISTANCE OF 24.10 FEET TO THE POINT OF BEGINNING CONTAINING 22,883 SQUARE FEET OR 0.52 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

PERMANENT EASEMENT AREA "B":

POINT OF BEGINNING (P.O.B., N:551817.99, E:1848010.36) ON A WESTERLY LINE OF THE AFOREMENTIONED CITY OF MURFREESBORO TRACT, AND ON THE WEST LINE OF THE AFOREMENTIONED 1.9102± ACRES TRACT, FROM WHICH AN IRON ROD FOUND AT AN EXTERIOR CORNER OF SAID CITY OF MURFREESBORO TRACT, AND AT THE SOUTHEAST CORNER OF SAID 1.9102± ACRES TRACT, BEARS: SOUTH 88°15'58" EAST, A DISTANCE OF 68.47 FEET;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING TWO (2) CALLS, NORTH 41°32'57" WEST, A DISTANCE OF 54.37 FEET;

THENCE, NORTH 18°13'01" WEST, A DISTANCE OF 452.84 FEET TO THE SOUTH RIGHT-OF-WAY OF OVERALL STREET;

THENCE, ALONG THE SOUTH RIGHT-OF-WAY OF OVERALL STREET, NORTH 63°52'28" EAST, A DISTANCE OF 20.19 FEET;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING TWO (2) CALLS, SOUTH 18°13'01" EAST, A DISTANCE OF 451.49 FEET;

THENCE, SOUTH 41°32'57" EAST, A DISTANCE OF 32.28 FEET TO A WESTERLY LINE OF SAID CITY OF MURFREESBORO TRACT, AND ON THE EAST LINE OF SAID 1.9102± ACRES TRACT;

THENCE, ALONG THE WEST LINE OF SAID 1.9102, SOUTH 06°31'38" WEST, A DISTANCE OF 26.88 FEET TO THE POINT OF BEGINNING CONTAINING 9,910 SQUARE FEET OR 0.23 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

PERMANENT EASEMENT AREA "C":

POINT OF BEGINNING (P.O.B., N:552327.11, E:1847820.10) WITHIN THE AFOREMENTIONED CITY OF MURFREESBORO TRACT, AND ON THE NORTH RIGHT-OF-WAY OF OVERALL STREET, FROM WHICH THE NORTHWEST CORNER OF THE PREVIOUSLY DESCRIBED 0.23 ACRE PERMANENT EASEMENT AREA "B", BEARS:
SOUTH 18°13'01" EAST, A DISTANCE OF 40.38 FEET;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING FOUR (4) CALLS,
NORTH 18°05'45" WEST, A DISTANCE OF 94.11 FEET;

THENCE, NORTH 58°55'51" EAST, A DISTANCE OF 41.95 FEET;
THENCE, NORTH 31°04'09" WEST, A DISTANCE OF 134.80 FEET;

THENCE, NORTH 56°46'56" EAST, A DISTANCE OF 141.60 FEET TO THE EAST LINE OF SAID CITY OF MURFREESBORO TRACT, ON THE WEST LINE OF A CALLED 7.35± ACRES TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS DESCRIBED IN BOOK 476, PAGE 618, (R.O.R.C.TN.), AND TO THE CENTER OF LYTLE'S CREEK;

THENCE, ALONG THE WEST LINE OF SAID 7.35± ACRES TRACT, SOUTH 34°50'11" EAST, A DISTANCE OF 20.01 FEET;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING SIX (6) CALLS,
SOUTH 56°46'56" WEST, A DISTANCE OF 122.90 FEET;

THENCE, SOUTH 31°04'09" EAST, A DISTANCE OF 115.54 FEET;
THENCE, NORTH 58°55'51" EAST, A DISTANCE OF 78.76 FEET;
THENCE, SOUTH 31°04'09" EAST, A DISTANCE OF 20.00 FEET;
THENCE, SOUTH 58°55'51" WEST, A DISTANCE OF 124.79 FEET;

THENCE, SOUTH 18°05'45" EAST, A DISTANCE OF 75.37 FEET TO THE NORTH RIGHT-OF-WAY OF OVERALL STREET;

THENCE, ALONG THE NORTH RIGHT-OF-WAY OF OVERALL STREET, SOUTH 63°52'28" WEST, A DISTANCE OF 20.20 FEET TO THE POINT OF BEGINNING CONTAINING 9,498 SQUARE FEET OR 0.22 ACRE±, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

TEMPORARY WORKSPACE "A":

BEGINNING ON AN EXTERIOR LINE OF THE AFOREMENTIONED CITY OF MURFREESBORO TRACT, ON THE EAST RIGHT-OF-WAY OF OLD FORT PARKWAY, AND AT THE NORTHWEST EASEMENT CORNER OF THE PREVIOUSLY DESCRIBED 0.52± ACRE PERMANENT EASEMENT AREA "A";

THENCE, ALONG THE EAST RIGHT-OF-WAY OF OLD FORT PARKWAY, NORTH 04°47'42" EAST, A DISTANCE OF 14.78 FEET TO A CONCRETE MONUMENT FOUND;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING THREE (3) CALLS,
NORTH 00°09'02" EAST, A DISTANCE OF 26.66 FEET;

THENCE, SOUTH 89°50'58" EAST, A DISTANCE OF 78.03 FEET;

THENCE, SOUTH 31°04'17" EAST, A DISTANCE OF 17.54 FEET TO THE NORTH EASEMENT LINE OF SAID 0.52± ACRE PERMANENT EASEMENT AREA "A";

THENCE, ALONG THE NORTH EASEMENT LINE OF SAID 0.52± ACRE PERMANENT EASEMENT AREA "A" THE FOLLOWING TWO (2) CALLS, NORTH 89°50'58" WEST, A DISTANCE OF 41.25 FEET;

THENCE, SOUTH 60°51'56" WEST, A DISTANCE OF 53.96 FEET TO THE BEGINNING CONTAINING 1,837 SQUARE FEET OR 0.04 ACRE±, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

TEMPORARY WORKSPACE "B":

BEGINNING WITHIN THE AFOREMENTIONED CITY OF MURFREESBORO TRACT, AND ON THE SOUTH EASEMENT LINE OF THE PREVIOUSLY DESCRIBED 0.52± ACRE PERMANENT EASEMENT AREA "A";

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT, SOUTH 27°28'01" EAST, A DISTANCE OF 48.02 FEET TO THE NORTH RIGHT-OF-WAY OF OLD FORT PARKWAY;

THENCE, ALONG THE NORTH RIGHT-OF-WAY OF OLD FORT PARKWAY THE FOLLOWING TWO (2) CALLS,
SOUTH 87°50'10" WEST, A DISTANCE OF 122.94 FEET;

THENCE, NORTH 04°47'42" EAST, A DISTANCE OF 17.15 FEET TO THE SOUTHWEST EASEMENT CORNER OF SAID 0.52± ACRE PERMANENT EASEMENT AREA "A";

THENCE, ALONG THE SOUTH EASEMENT LINE OF SAID 0.52± ACRE PERMANENT EASEMENT AREA "A" THE FOLLOWING TWO (2) CALLS, NORTH 60°51'56" EAST, A DISTANCE OF 62.19 FEET;

THENCE, SOUTH 89°50'58" EAST, A DISTANCE OF 44.94 FEET TO THE BEGINNING CONTAINING 4,179 SQUARE FEET OR 0.09 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

TEMPORARY WORKSPACE "C":

BEGINNING WITH THE AFOREMENTIONED CITY OF MURFREESBORO TRACT, AND ON THE NORTH EASEMENT LINE OF THE AFOREMENTIONED 0.52± ACRE PERMANENT EASEMENT AREA "A";

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING EIGHT (8) CALLS, NORTH 23°31'41" WEST, A DISTANCE OF 16.38 FEET;

THENCE, SOUTH 89°50'58" EAST, A DISTANCE OF 276.83 FEET;
THENCE, NORTH 02°10'43" WEST, A DISTANCE OF 40.83 FEET;
THENCE, NORTH 03°38'08" EAST, A DISTANCE OF 196.42 FEET;
THENCE, NORTH 02°44'18" WEST, A DISTANCE OF 163.90 FEET;
THENCE, NORTH 42°50'00" WEST, A DISTANCE OF 227.50 FEET;
THENCE, NORTH 41°32'57" WEST, A DISTANCE OF 63.35 FEET;

THENCE, NORTH 18°13'01" WEST, A DISTANCE OF 454.87 FEET TO THE SOUTH RIGHT-OF-WAY OVERALL STREET;

THENCE, ALONG THE SOUTH RIGHT-OF-WAY OF OVERALL STREET, NORTH 63°52'28" EAST, A DISTANCE OF 30.29 FEET TO THE NORTHWEST EASEMENT CORNER OF SAID 0.23± ACRE PERMANENT EASEMENT AREA "B";

THENCE, ALONG THE WEST EASEMENT LINE OF SAID 0.23± ACRE PERMANENT EASEMENT AREA "B" THE FOLLOWING TWO (2) CALLS, SOUTH 18°13'01" EAST, A DISTANCE OF 452.84 FEET;

THENCE, SOUTH 41°32'57" WEST, A DISTANCE OF 54.37 FEET TO THE WEST LINE OF THE AFOREMENTIONED 1.9102± ACRES TRACT;

THENCE, ALONG THE WEST LINE OF SAID 1.9102± ACRES TRACT, SOUTH 06°31'38" WEST, A DISTANCE OF 2.48 FEET TO A 1/2" IRON ROD FOUND AT AN EXTERIOR CORNER OF SAID CITY OF MURFREESBORO TRACT, AND AT THE SOUTHWEST CORNER OF SAID 1.9102± ACRES TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 1.9102± ACRES TRACT, NORTH 89°36'38" EAST, A DISTANCE OF 2.47 FEET TO THE NORTHWEST EASEMENT CORNER OF THE AFOREMENTIONED 0.52± ACRE TRACT;

THENCE, ALONG THE WEST EASEMENT LINE OF SAID 0.52± ACRE PERMANENT EASEMENT AREA "A" THE FOLLOWING SIX (6) CALLS, SOUTH 42°50'00" EAST, A DISTANCE OF 237.28 FEET;

THENCE, SOUTH 02°44'18" EAST, A DISTANCE OF 176.52 FEET;
THENCE, SOUTH 03°38'08" EAST, A DISTANCE OF 196.56 FEET;
THENCE, SOUTH 02°10'43" EAST, A DISTANCE OF 54.60 FEET;
THENCE, SOUTH 87°50'10" WEST, A DISTANCE OF 23.16 FEET;

THENCE, SOUTH 89°50'58" WEST, A DISTANCE OF 277.71 FEET TO THE BEGINNING CONTAINING 39,171 SQUARE FEET OR 0.90 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

TEMPORARY WORKSPACE "D"

BEGINNING WITHIN THE AFOREMENTIONED CITY OF MURFREESBORO TRACT, AND ON THE EAST EASEMENT LINE OF THE AFOREMENTIONED 0.52± ACRE PERMANENT EASEMENT AREA "A";

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT, NORTH 87°50'10" EAST, A DISTANCE OF 65.94 FEET TO THE EAST LINE OF SAID CITY OF MURFREESBORO TRACT, AND ON THE WEST LINE OF A TRACT OF LAND, DESCRIBED AS "LOT 58A" AS RECORDED IN PLAT BOOK 40, PAGE 10, (R.O.R.C.TN.), IN THE NAME OF ARENDALE PROPERTIES, LLC, AS RECORDED IN RECORD BOOK 1667, PAGE 3955, (R.O.R.C.TN.);

THENCE, ALONG THE WEST LINE OF SAID "LOT 58A", SOUTH 02°09'50" EAST, A DISTANCE OF 103.59 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID CITY OF MURFREESBORO TRACT, AT THE SOUTHWEST CORNER OF SAID "LOT 58A", AND ON THE NORTH RIGHT-OF-WAY OF OLD FORT PARKWAY;

THENCE, ALONG THE NORTH RIGHT-OF-WAY OF OLD FORT PARKWAY, SOUTH 87°50'10" WEST, A DISTANCE OF 350.12 FEET;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT, NORTH 27°19'33" WEST, A DISTANCE OF 44.74 FEET TO THE SOUTH EASEMENT LINE OF SAID 0.52± ACRE PERMANENT EASEMENT AREA "A";

THENCE, ALONG THE SOUTH AND EAST EASEMENT LINE OF SAID 0.52± ACRE PERMANENT EASEMENT AREA "A" THE FOLLOWING THREE (3) CALLS, SOUTH 89°50'58" EAST, A DISTANCE OF 259.86 FEET;

THENCE, NORTH 87°50'10" EAST, A DISTANCE OF 43.57 FEET;

THENCE, NORTH 02°10'43" EAST, A DISTANCE OF 73.59 FEET TO THE BEGINNING CONTAINING 16,903 SQUARE FEET OR 0.39 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

TEMPORARY WORKSPACE "E":

BEGINNING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED 0.22± ACRE PERMANENT EASEMENT AREA "B", AND ON THE NORTH RIGHT OF WAY OF OVERALL STREET;

THENCE, ALONG SAID NORTH RIGHT OF WAY, SOUTH 63°52'28" WEST, A DISTANCE OF 30.29 FEET;

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING FOUR (4) CALLS NORTH 18°13'01" WEST, A DISTANCE OF 135.84 FEET;

THENCE, NORTH 31°04'09" WEST, A DISTANCE OF 122.15 FEET;

THENCE, NORTH 59°03'40" EAST, A DISTANCE OF 83.04 FEET;

THENCE, SOUTH 31°04'09" EAST, A DISTANCE OF 29.75 FEET TO A POINT ON THE NORTH LINE OF SAID 0.22± ACRE PERMANENT EASEMENT AREA "B";

THENCE, ALONG THE NORTH EASEMENT LINE OF SAID 0.22± ACRE PERMANENT EASEMENT AREA "B" SOUTH 56°46'56" WEST, A DISTANCE OF 20.01 FEET, TO THE WEST LINE OF SAID PERMANENT EASEMENT;

THENCE, ALONG SAID WEST LINE THE FOLLOWING THREE (3) CALLS, SOUTH 31°04'09" EAST, A DISTANCE OF 134.80 FEET;

THENCE, SOUTH 58°55'51" WEST, A DISTANCE OF 41.95 FEET;

THENCE, SOUTH 18°05'45" EAST, A DISTANCE OF 75.37 FEET TO THE BEGINNING CONTAINING 14,036 SQUARE FEET OR 0.32 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

TEMPORARY WORKSPACE "F"

BEGINNING WITHIN THE AFOREMENTIONED CITY OF MURFREESBORO TRACT, AT THE MOST EASTERLY SOUTHEAST EASEMENT CORNER OF THE PREVIOUSLY DESCRIBED 0.22± ACRE PERMANENT EASEMENT AREA "B";

THENCE, THROUGH SAID CITY OF MURFREESBORO TRACT THE FOLLOWING SEVEN (7) CALLS, SOUTH 31°04'09" EAST, A DISTANCE OF 71.24 FEET;

THENCE, SOUTH 57°18'04" WEST, A DISTANCE OF 47.67 FEET;

THENCE, NORTH 78°48'13" WEST, A DISTANCE OF 8.70 FEET;

THENCE, NORTH 86°55'48" WEST, A DISTANCE OF 26.85 FEET;

THENCE, NORTH 17°43'15" WEST, A DISTANCE OF 14.99 FEET;

THENCE, SOUTH 78°18'20" WEST, A DISTANCE OF 21.39 FEET

THENCE, SOUTH 69°37'37" WEST, A DISTANCE OF 37.73 FEET TO THE EAST EASEMENT LINE OF SAID 0.22± ACRE PERMANENT EASEMENT AREA "B";

THENCE, ALONG THE EAST AND SOUTH EASEMENT LINE OF SAID 0.22± ACRE PERMANENT EASEMENT AREA "B" THE FOLLOWING TWO (2) CALLS, NORTH 18°05'45" WEST, A DISTANCE OF 23.60 FEET

THENCE, NORTH 58°55'51" EAST, A DISTANCE OF 124.79 FEET; TO THE BEGINNING CONTAINING 6,636 SQUARE FEET OR 0.15 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217

TEMPORARY WORKSPACE "G"

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE PREVIOUSLY DESCRIBED 0.52± ACRE PERMANENT EASEMENT AREA "A"; THENCE, SOUTH 86°21'52" EAST, A DISTANCE OF 49.85 FEET TO A POINT ON THE WEST LINE OF SAID AREDELLE PROPERTIES, LLC TRACT, ALSO BEING THE EAST LINE OF SAID CITY OF MURFREESBORO TRACT;

THENCE, ALONG SAID WEST LINE, SOUTH 02°09'50" EAST, A DISTANCE OF 30.15 FEET;

THENCE, NORTH 86°21'52" WEST, A DISTANCE OF 52.90 FEET, TO A POINT ON SAID EAST EASEMENT LINE;

THENCE, ALONG SAID EAST EASEMENT LINE, NORTH 03°38'08" EAST, A DISTANCE OF 30.00 FEET TO THE BEGINNING CONTAINING 1,541 SQUARE FEET OR 0.04 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT, IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.

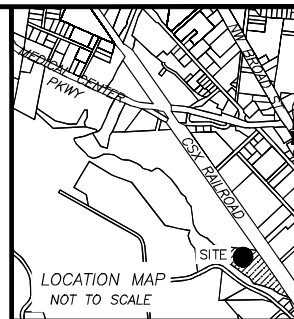
ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID DISTANCES, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00), IN U.S. SURVEY FEET.

A SURVEY EXHIBIT ACCOMPANIES AND IS A PART OF THIS EASEMENT DESCRIPTION (EXHIBIT "A").

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±0.03	±1,451

EXHIBIT A



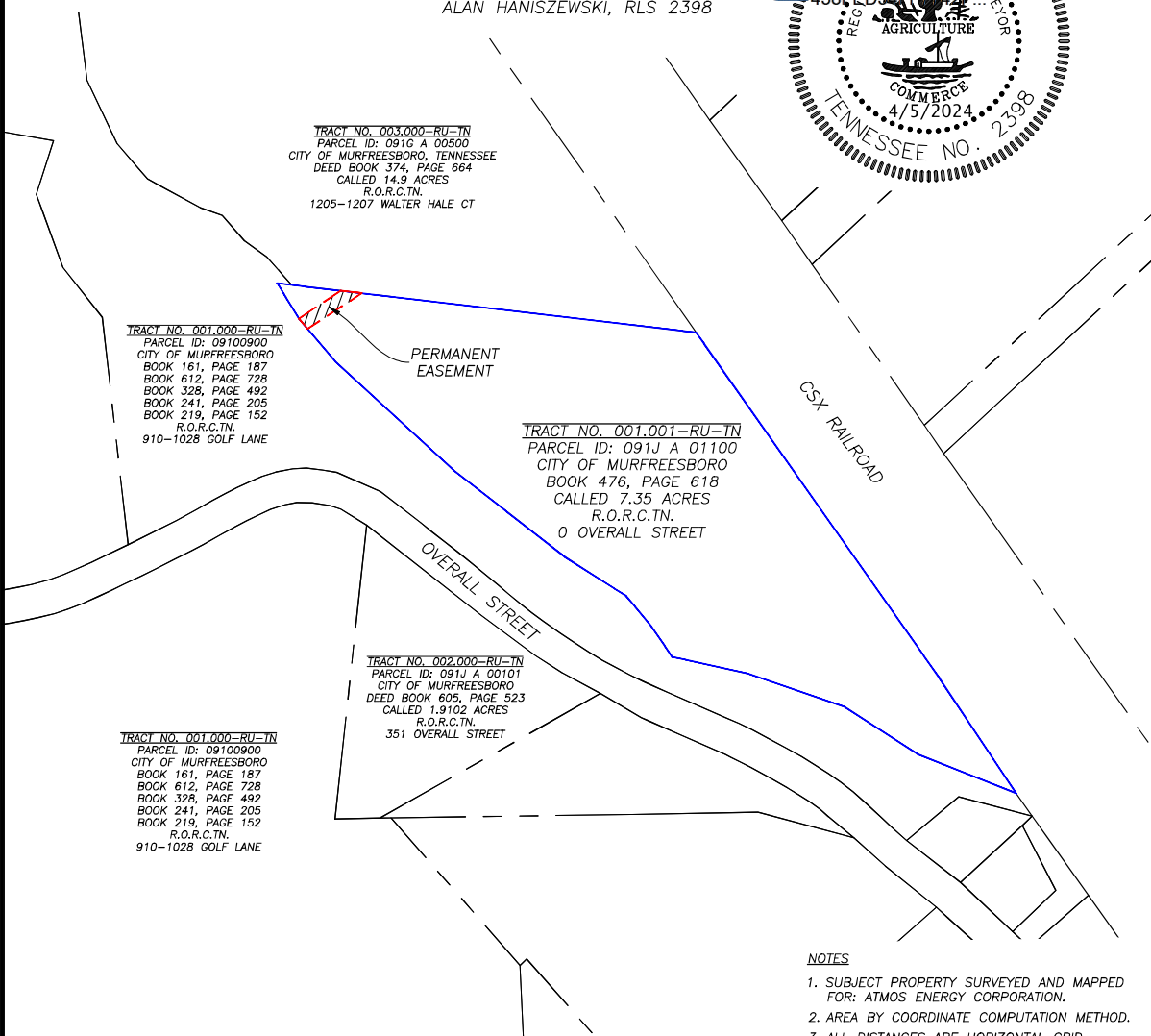
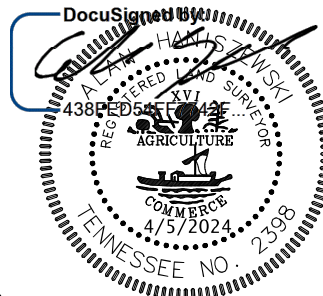
CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 476, PAGE 618); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 5TH DAY OF APRIL 2024

DocuSigned by:
Alan Haniszewski
438FED54FF7742F...

ALAN HANISZEWSKI, RLS 2398



NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

<ul style="list-style-type: none"> ● 1/2" IRON ROD FOUND ○ COMPUTED POINT ○ UTILITY POLE → GUY WIRE FO FIBER PEDESTAL W WATER METER VALVE ▲ UTILITY MARKER ○ GAS RISER PIPE HYDRANT ↑ SIGN 	<p>LEGEND</p> <ul style="list-style-type: none"> — SUBJECT TRACT - - - PERMANENT EASEMENT - · - · - TEMPORARY WORKSPACE - · - · - ADJOINER PROPERTY - - - SAN SEWER LINE - - - G GAS LINE - - - W WATER LINE - · - · - EASEMENT EDGE - · - · - CHAIN LINK FENCE - · - · - FENCE LINE - · - · - CL OF ROAD - - - CONCRETE/ASPHALT - · - · - EDGE OF GRAVEL - · - · - COMMUNICATION LINE - - - RAILROAD TRACKS
---	--

P.O.B. - POINT OF BEGINNING
R.O.R.C.TN. - REGISTER'S OFFICE, RUTHERFORD COUNTY, TENNESSEE
LDA PROJECT NO. ATM308



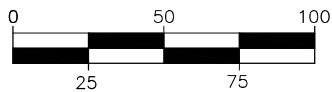
LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 0 OVERALL STREET MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE
REV1: 04/05/2024 EASEMENT EXHIBIT 1 OF 3
TRACT NO. 01.001 DATE: 12/18/2023

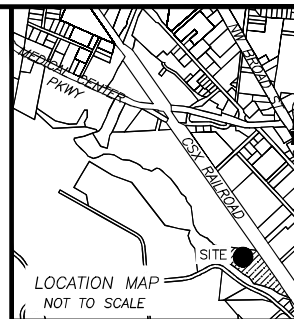
AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±0.03	±1,451

EXHIBIT A



SCALE: 1"=50'



CERTIFICATION

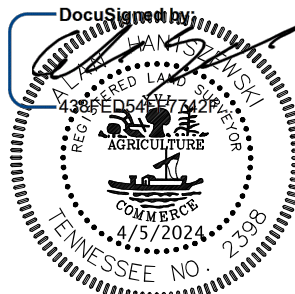
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 476, PAGE 618); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 5TH DAY OF APRIL 2024

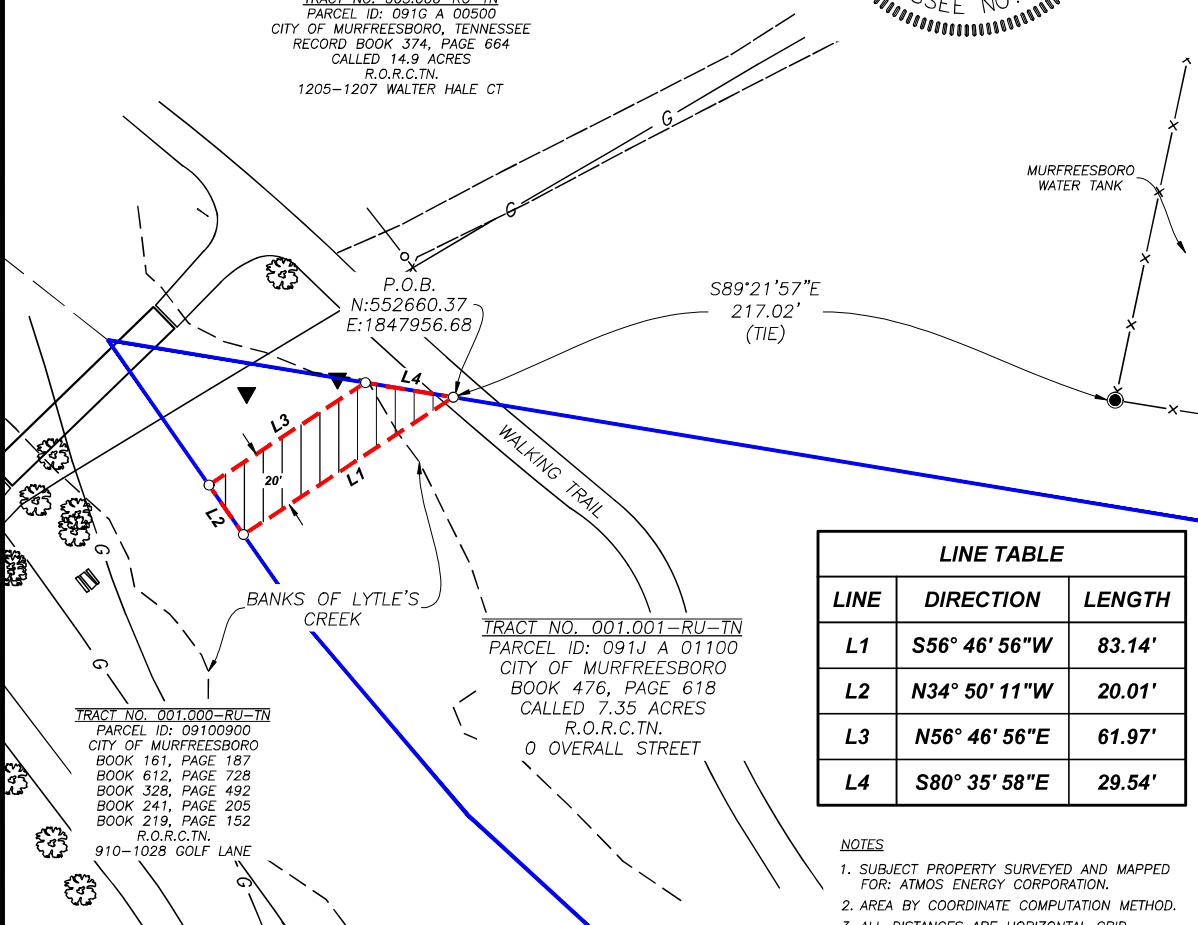
DocuSigned by:

438FED54FF7742F...

ALAN HANISZEWSKI, RLS 2398



TRACT NO. 003.000-RU-TN
 PARCEL ID: 091G A 00500
 CITY OF MURFREESBORO, TENNESSEE
 RECORD BOOK 374, PAGE 664
 CALLED 14.9 ACRES
 R.O.R.C.TN.
 1205-1207 WALTER HALE CT



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S56° 46' 56"W	83.14'
L2	N34° 50' 11"W	20.01'
L3	N56° 46' 56"E	61.97'
L4	S80° 35' 58"E	29.54'

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

- 1/2" IRON ROD FOUND
 - COMPUTED POINT
 - UTILITY POLE
 - GUY WIRE
 - FO FIBER PEDESTAL
 - W WATER METER
 - VALVE
 - ▲ UTILITY MARKER
 - ⊕ GAS RISER PIPE
 - ⊕ HYDRANT
 - ⊕ SIGN
- P.O.B. - POINT OF BEGINNING
 R.O.R.C.TN. - REGISTER'S OFFICE,
 RUTHERFORD COUNTY, TENNESSEE
 LDA PROJECT NO. ATM308

LEGEND

- SUBJECT TRACT
- - - PERMANENT EASEMENT
- · - · - TEMPORARY WORKSPACE
- ADJOINER PROPERTY
- SAN SEWER LINE
- G GAS LINE
- W WATER LINE
- · - · - EASEMENT EDGE
- - ○ CHAIN LINK FENCE
- x - x FENCE LINE
- CL OF ROAD
- CONCRETE / ASPHALT
- · - · - EDGE OF GRAVEL
- COMMUNICATION LINE
- RAILROAD TRACKS



LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
 ACROSS THE LANDS OF
 CITY OF MURFREESBORO
 0 OVERALL STREET
 MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
 PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 04/05/2024 EASEMENT EXHIBIT 2 OF 3

TRACT NO. 01.001 DATE: 12/18/2023

ATMOS ENERGY CORPORATION

EXHIBIT "B"
RUTHERFORD COUNTY, TENNESSEE
PERMANENT EASEMENT AREA
MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
MAP 91-J, PARCEL 11.00

DESCRIPTION FOR A TWENTY (20) FOOT WIDE PERMANENT EASEMENT, BEING OUT OF A TRACT OF A CALLED 7.35± ACRES TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 476, PAGE 618, REGISTER'S OFFICE, RUTHERFORD, COUNTY, TENNESSEE, (R.O.R.C.TN.); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT AREA:

POINT OF BEGINNING (P.O.B., N:552660.37, E:1847956.68) ON THE NORTHEAST LINE OF SAID 7.35± ACRES TRACT, AND ON THE SOUTHWEST LINE OF A CALLED 14.9± ACRES TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 374, PAGE 664, (R.O.R.C.TN.), FROM WHICH A 1/2" IRON ROD FOUND WITHIN SAID 14.9± ACRES TRACT, BEARS:
SOUTH 89°21'57" EAST, A DISTANCE OF 217.02 FEET;

THENCE, THROUGH SAID 7.35± ACRES TRACT, SOUTH 56°46'56" WEST, A DISTANCE OF 83.14 FEET TO THE SOUTHWEST LINE OF SAID 7.35± ACRES TRACT, AND ON THE NORTHEAST LINE OF A TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 161, PAGE 187, (R.O.R.C.TN.);

THENCE, ALONG THE NORTHEAST LINE OF SAID CITY OF MURFREESBORO TRACT,
NORTH 43°50'11" WEST, A DISTANCE OF 20.01 FEET;

THENCE, THROUGH SAID 7.35± ACRES TRACT, NORTH 56°46'56" EAST, A DISTANCE OF 61.97 FEET TO THE NORTHEAST LINE OF SAID 7.35± ACRES TRACT, AND ON THE SOUTHWEST LINE OF SAID 14.9± ACRES TRACT;

THENCE, ALONG THE SOUTHWEST LINE OF SAID 14.9± ACRES TRACT, SOUTH 80°35'58" EAST, A DISTANCE OF 29.54 FEET TO THE POINT OF BEGINNING CONTAINING 1,451 SQUARE FEET OR 0.03 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT, IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.

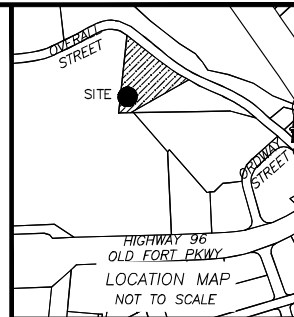
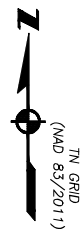
ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID DISTANCES, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00), IN U.S. SURVEY FEET.

A SURVEY EXHIBIT ACCOMPANIES AND IS A PART OF THIS EASEMENT DESCRIPTION (EXHIBIT "A").

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±0.01	±427


EXHIBIT A



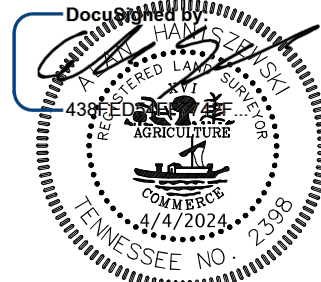
CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 605, PAGE 523); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-0Z; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

 438FED54FF7742F...

ALAN HANISZEWSKI, RLS 2398



TRACT NO. 001.000-RU-TN

PARCEL ID: 09100900
 CITY OF MURFREESBORO
 BOOK 161, PAGE 187
 BOOK 612, PAGE 728
 BOOK 328, PAGE 492
 BOOK 241, PAGE 205
 BOOK 219, PAGE 152
 R.O.R.C.TN.
 910-1028 GOLF LANE

TRACT NO. 001.001-RU-TN

PARCEL ID: 091J A 01100
 CITY OF MURFREESBORO
 BOOK 476, PAGE 618
 CALLED 7.35 ACRES
 R.O.R.C.TN.
 0 OVERALL STREET

TRACT NO. 002-000-RU-TN

PARCEL ID: 091J A 00101
 CITY OF MURFREESBORO
 DEED BOOK 605, PAGE 523
 CALLED 1.9102 ACRES
 R.O.R.C.TN.
 351 OVERALL STREET

PARCEL ID: 091J A 00102
 HAWKEEGAN PROPERTIES, LLC
 RECORD BOOK 1838, PAGE 3512
 CALLED 5.0096 ACRES
 "TRACT NO. 1"
 R.O.R.C.TN.
 OVERALL STREET

OVERALL STREET (40' R/W)

PERMANENT EASEMENT AREA

TRACT NO. 001.000-RU-TN

PARCEL ID: 09100900
 CITY OF MURFREESBORO
 BOOK 161, PAGE 187
 BOOK 612, PAGE 728
 BOOK 328, PAGE 492
 BOOK 241, PAGE 205
 BOOK 219, PAGE 152
 R.O.R.C.TN.
 910-1028 GOLF LANE

NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
6. THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
7. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 351 OVERALL STREET MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT

REV1: 04/03/24

EASEMENT EXHIBIT

1 OF 3

TRACT NO.

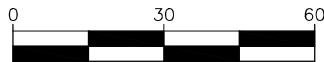
02

DATE: 12/18/2023

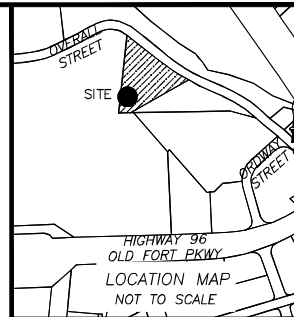
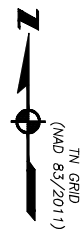
AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±0.01	±427

EXHIBIT A



SCALE: 1"=30'



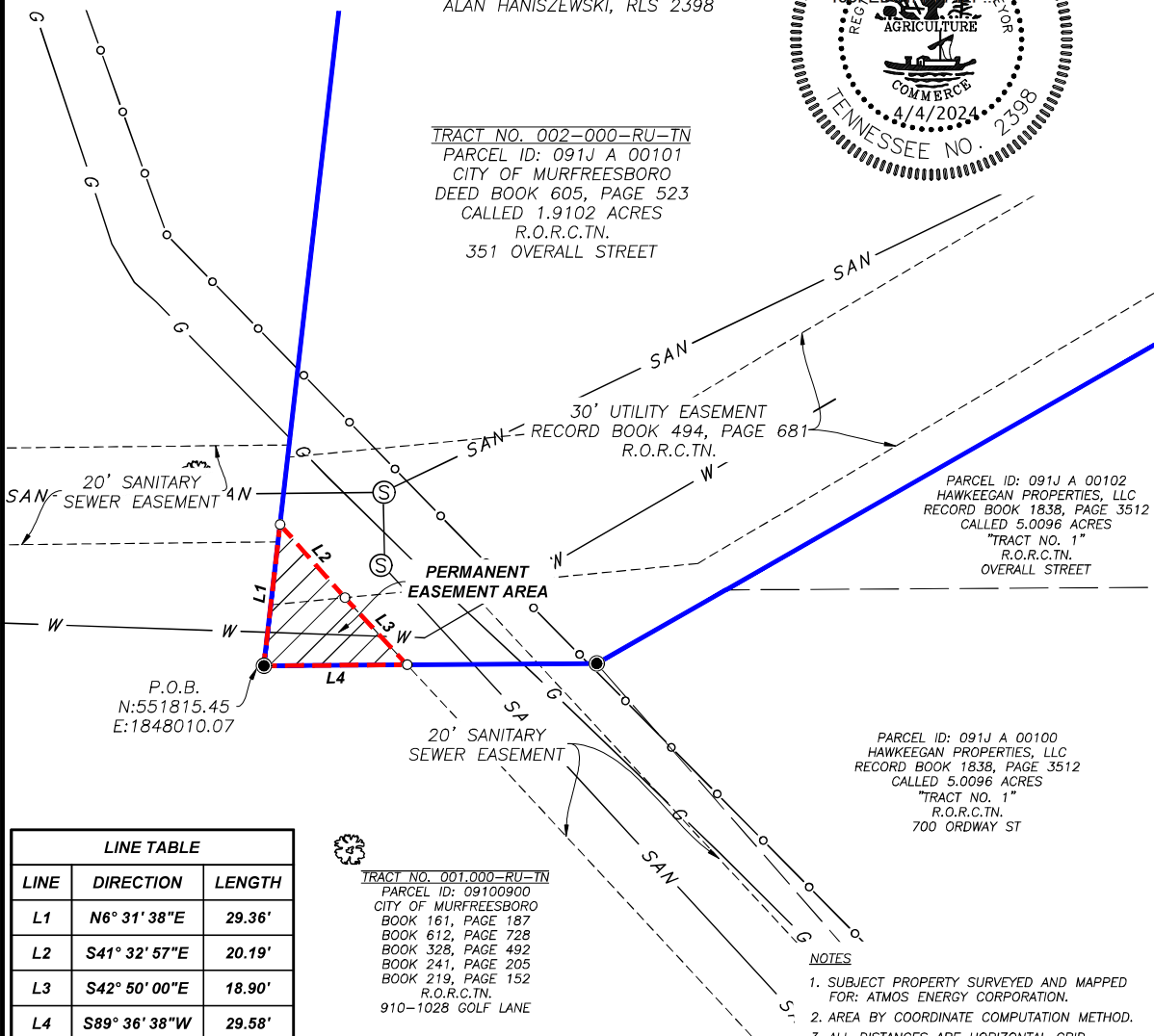
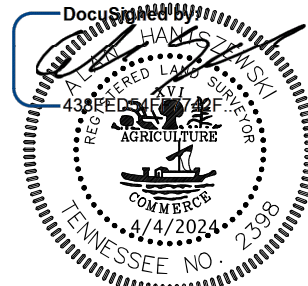
CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 605, PAGE 523); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

 438FED54FF7742F...
 ALAN HANISZEWSKI, RLS 2398



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N6° 31' 38"E	29.36'
L2	S41° 32' 57"E	20.19'
L3	S42° 50' 00"E	18.90'
L4	S89° 36' 38"W	29.58'

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

- 1/2" IRON ROD FOUND
- COMPUTED POINT
- ⊙ SEWER MANHOLE
- ⊕ TREE

- LEGEND
- SUBJECT TRACT
 - PERMANENT EASEMENT
 - ADJOINER PROPERTY
 - SAN — SEWER LINE
 - G — GAS LINE
 - W — WATER LINE
 - - - EASEMENT EDGE
 - ○ CHAIN LINK FENCE

P.O.B. — POINT OF BEGINNING
 R.O.R.C.TN. — REGISTER'S OFFICE,
 RUTHERFORD COUNTY, TENNESSEE
 LDA PROJECT NO. ATM308



MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
 ACROSS THE LANDS OF
 CITY OF MURFREESBORO
 351 OVERALL STREET
 MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
 PERMANENT EASEMENT

ATMOS ENERGY CORPORATION

EXHIBIT "B"
RUTHERFORD COUNTY, TENNESSEE
PERMANENT EASEMENT AREA
MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
MAP 91-J, PARCEL 01.01

DESCRIPTION FOR A VARIABLE WIDTH PERMANENT EASEMENT, BEING OUT OF A TRACT OF A CALLED 1.9102± ACRES TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 605, PAGE 523, REGISTER'S OFFICE, RUTHERFORD, COUNTY, TENNESSEE, (R.O.R.C.TN.); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT AREA:

POINT OF BEGINNING (P.O.B., N:551815.45, E:1848010.07) AT A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 1.9102± ACRES TRACT, AND AT AN INTERIOR CORNER OF A TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 161, PAGE 187, (R.O.R.C.TN.);

THENCE, ALONG THE WEST LINE OF SAID 1.9102± ACRES TRACT,
NORTH 06°31'38" EAST, A DISTANCE OF 29.36 FEET;

THENCE, THROUGH SAID 1.9102± ACRES TRACT THE FOLLOWING TWO (2) CALLS,
SOUTH 41°32'57" EAST, A DISTANCE OF 20.19 FEET;

THENCE, SOUTH 42°50'00" EAST, A DISTANCE OF 18.90 FEET TO THE SOUTH LINE OF SAID 1.9102± ACRES TRACT.
AND ON AN INTERIOR LINE OF SAID CITY OF MURFREESBORO TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID 1.9102± ACRES TRACT, SOUTH 89°36'38" WEST, A DISTANCE OF 29.58 FEET TO THE POINT OF BEGINNING CONTAINING 427 SQUARE FEET OR 0.01 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT, IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.

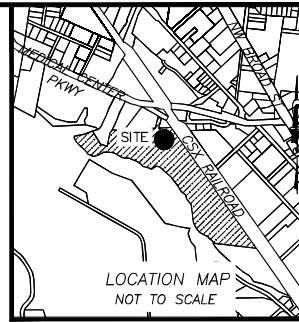
ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID DISTANCES, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00), IN U.S. SURVEY FEET.

A SURVEY EXHIBIT ACCOMPANIES AND IS A PART OF THIS EASEMENT DESCRIPTION (EXHIBIT "A").

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±1.15	±50,162
TEMPORARY WORKSPACE	±1.59	±69,452

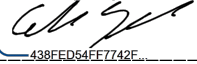
EXHIBIT A

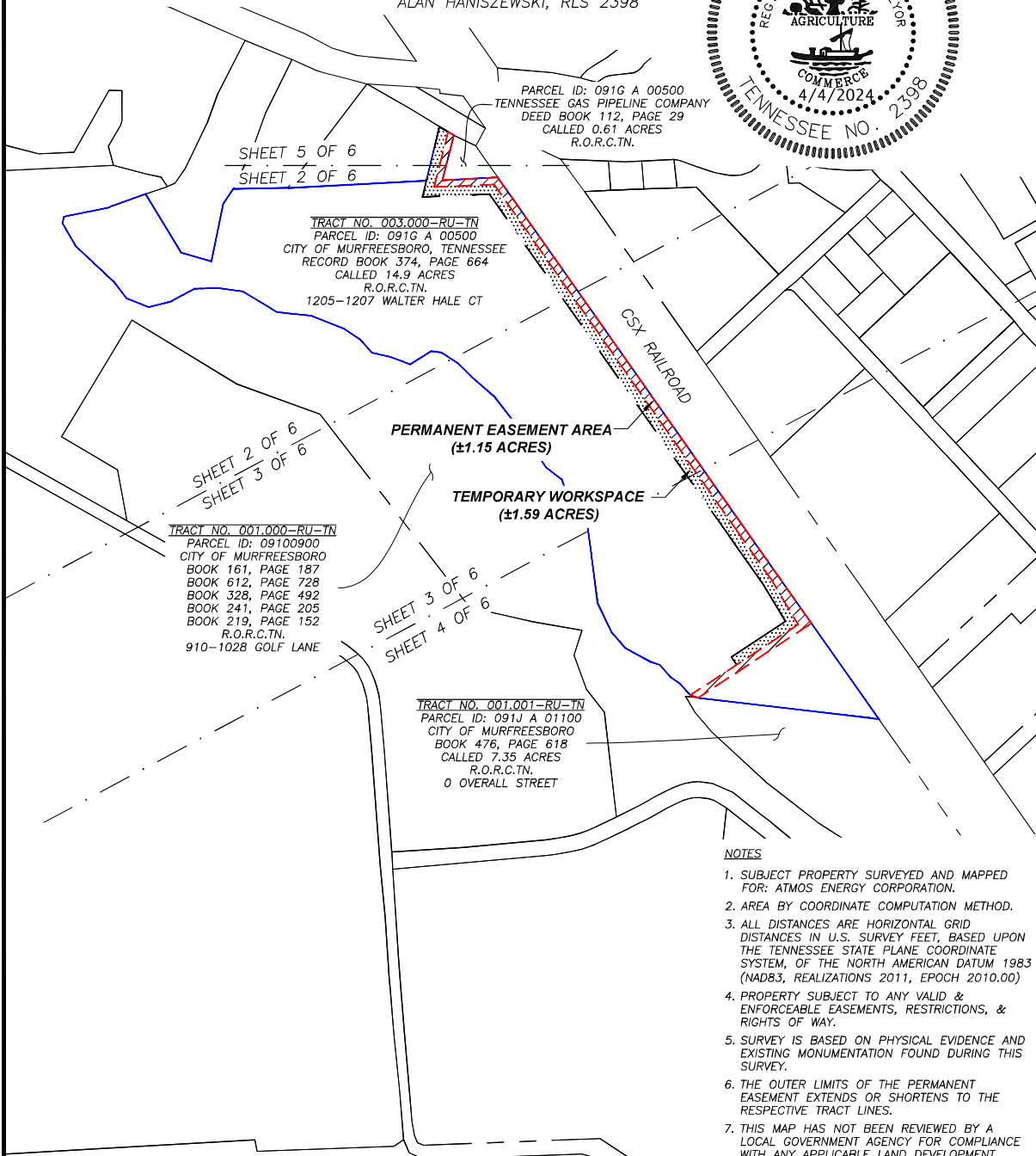
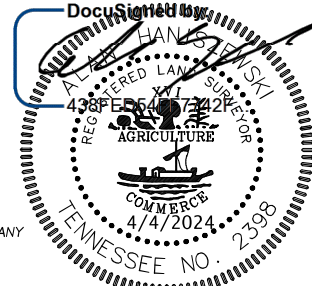


CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 374, PAGE 664); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

 438FED54FF7742E
 ALAN HANISZEWSKI, RLS 2398



NOTES

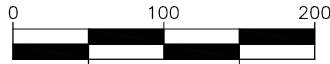
1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
6. THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
7. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



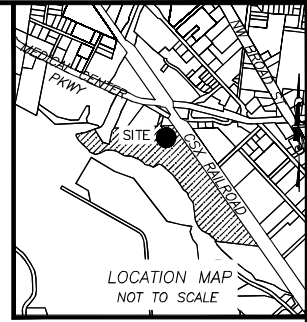
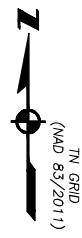
MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 1205-1207 WALTER HALE CT. MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE
 REV1: 02/29/24
 REV2: 04/03/24
EASEMENT EXHIBIT 1 OF 6
 TRACT NO. 03 DATE: 12/18/2023

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±1.15	±50,162
TEMPORARY WORKSPACE	±1.59	±69,452

EXHIBIT A



SCALE: 1"=100'



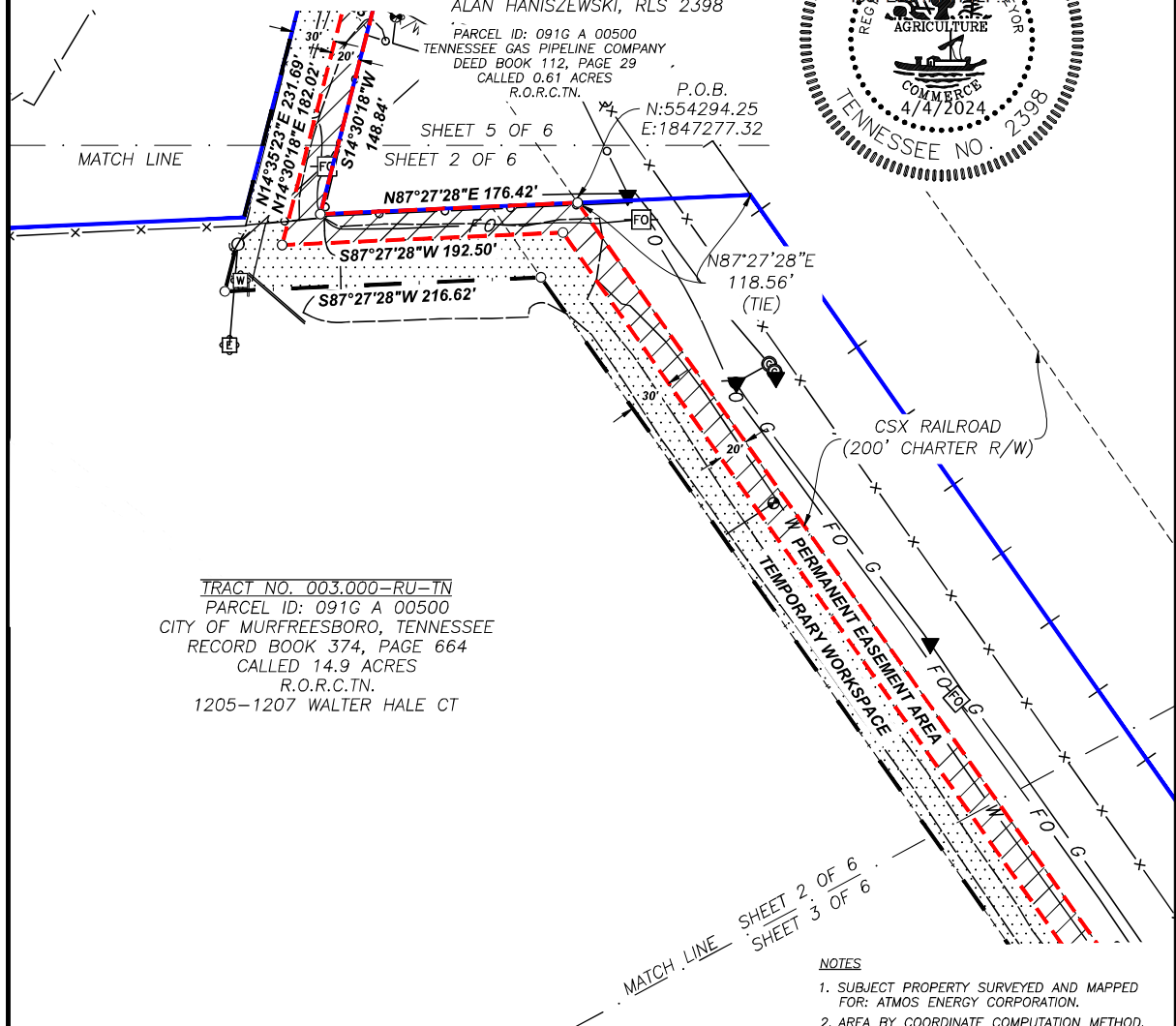
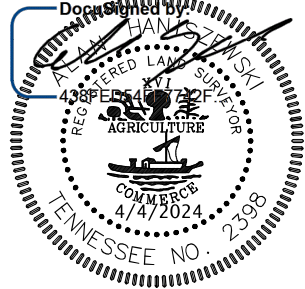
CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 374, PAGE 664); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

 438FED54FF7742F...
 ALAN HANISZEWSKI, RLS 2398



TRACT NO. 003.000-RU-TN
 PARCEL ID: 091G A 00500
 CITY OF MURFREESBORO, TENNESSEE
 RECORD BOOK 374, PAGE 664
 CALLED 14.9 ACRES
 R.O.R.C.TN.
 1205-1207 WALTER HALE CT

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

- LEGEND**
- 1/2" IRON ROD FOUND
 - COMPUTED POINT
 - UTILITY POLE
 - GUY WIRE
 - FO FIBER PEDESTAL
 - W WATER METER
 - VALVE
 - ▲ UTILITY MARKER
 - GAS RISER PIPE
 - HYDRANT
 - ▲ SIGN
 - P.O.B. - POINT OF BEGINNING
 - R.O.R.C.TN. - REGISTER'S OFFICE, RUTHERFORD COUNTY, TENNESSEE
 - LDA PROJECT NO. ATM308

- SUBJECT TRACT
- - - PERMANENT EASEMENT
- . - . - . TEMPORARY WORKSPACE
- ADJOINER PROPERTY
- SAN SEWER LINE
- G GAS LINE
- W WATER LINE
- - - EASEMENT EDGE
- - ○ CHAIN LINK FENCE
- x - x FENCE LINE
- CL OF ROAD
- CONCRETE / ASPHALT
- - - EDGE OF GRAVEL
- FO COMMUNICATION LINE
- RAILROAD TRACKS



MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 1205-1207 WALTER HALE CT. MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
 REV2: 04/03/24

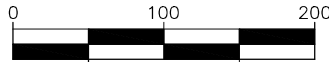
EASEMENT EXHIBIT 2 OF 6

TRACT NO. 03 DATE: 12/18/2023

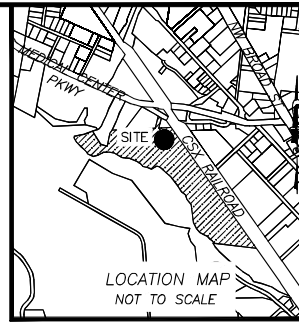
AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±1.15	±50,162
TEMPORARY WORKSPACE	±1.59	±69,452

EXHIBIT A



SCALE: 1"=100'



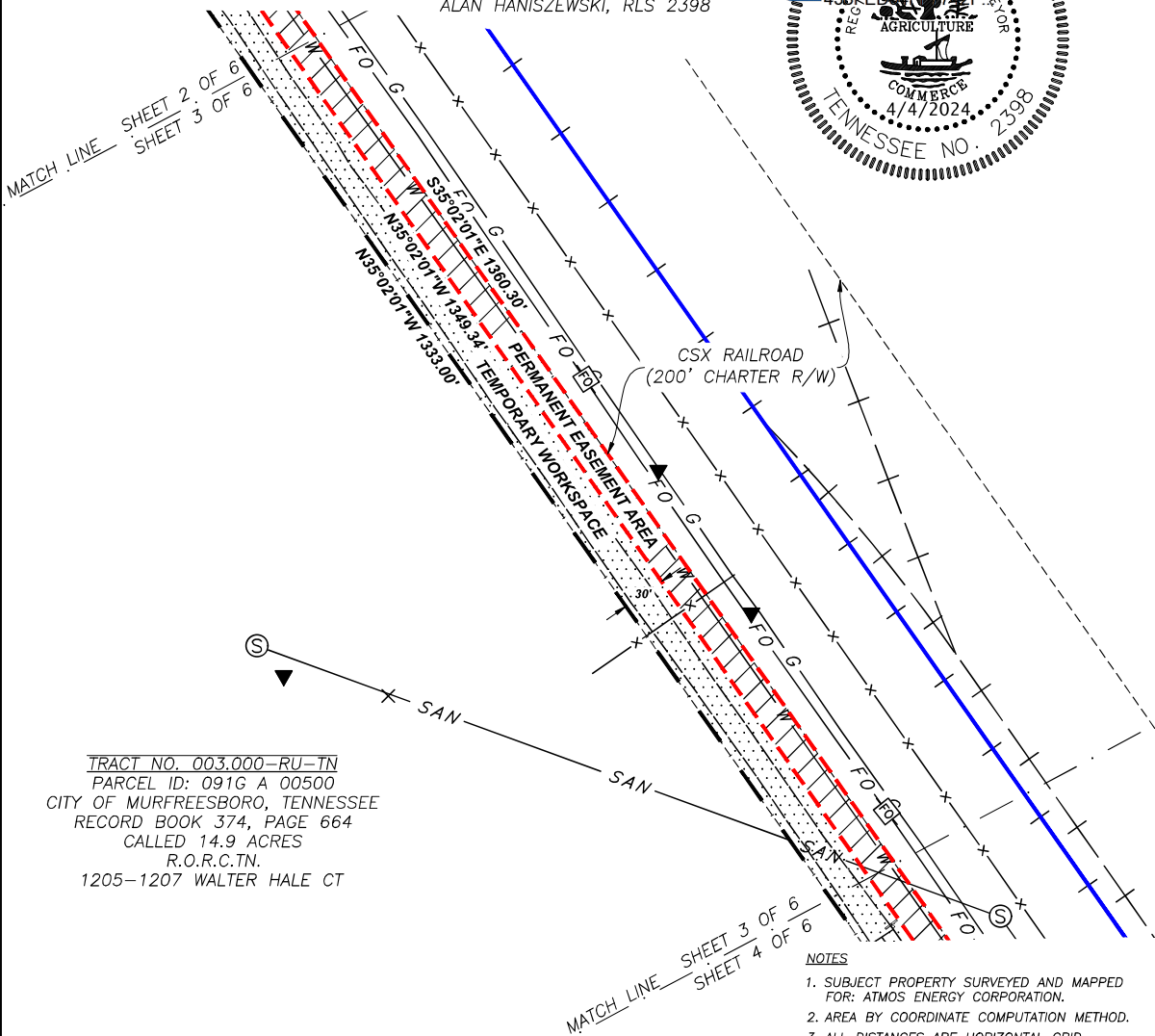
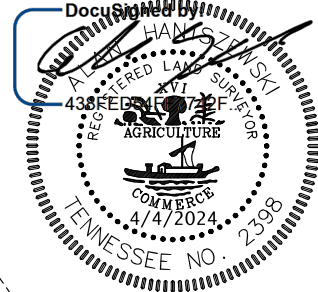
CERTIFICATION

I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 374, PAGE 664); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

 438EED54FE7742E
 ALAN HANISZEWSKI, RLS 2398



TRACT NO. 003.000-RU-TN
 PARCEL ID: 091G A 00500
 CITY OF MURFREESBORO, TENNESSEE
 RECORD BOOK 374, PAGE 664
 CALLED 14.9 ACRES
 R.O.R.C.TN.
 1205-1207 WALTER HALE CT

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LEGEND	
	1/2" IRON ROD FOUND
	COMPUTED POINT
	UTILITY POLE
	GUY WIRE
	FIBER PEDESTAL
	WATER METER
	VALVE
	UTILITY MARKER
	GAS RISER PIPE
	HYDRANT
	SIGN
P.O.B. - POINT OF BEGINNING	
R.O.R.C.TN. - REGISTER'S OFFICE, RUTHERFORD COUNTY, TENNESSEE LDA PROJECT NO. ATM308	
	SUBJECT TRACT
	PERMANENT EASEMENT
	TEMPORARY WORKSPACE
	ADJOINER PROPERTY
	SEWER LINE
	GAS LINE
	WATER LINE
	EASEMENT EDGE
	CHAIN LINK FENCE
	FENCE LINE
	CL OF ROAD
	CONCRETE/ASPHALT EDGE OF GRAVEL
	COMMUNICATION LINE
	RAILROAD TRACKS



MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 1205-1207 WALTER HALE CT. MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
 REV2: 04/03/24

EASEMENT EXHIBIT

3 OF 6

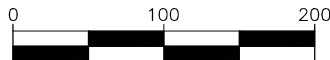
TRACT NO. 03

DATE: 12/18/2023

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±1.15	±50,162
TEMPORARY WORKSPACE	±1.59	±69,452

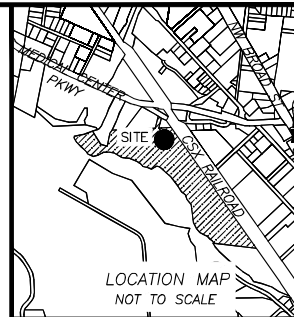
EXHIBIT A



SCALE: 1"=100'

CERTIFICATION

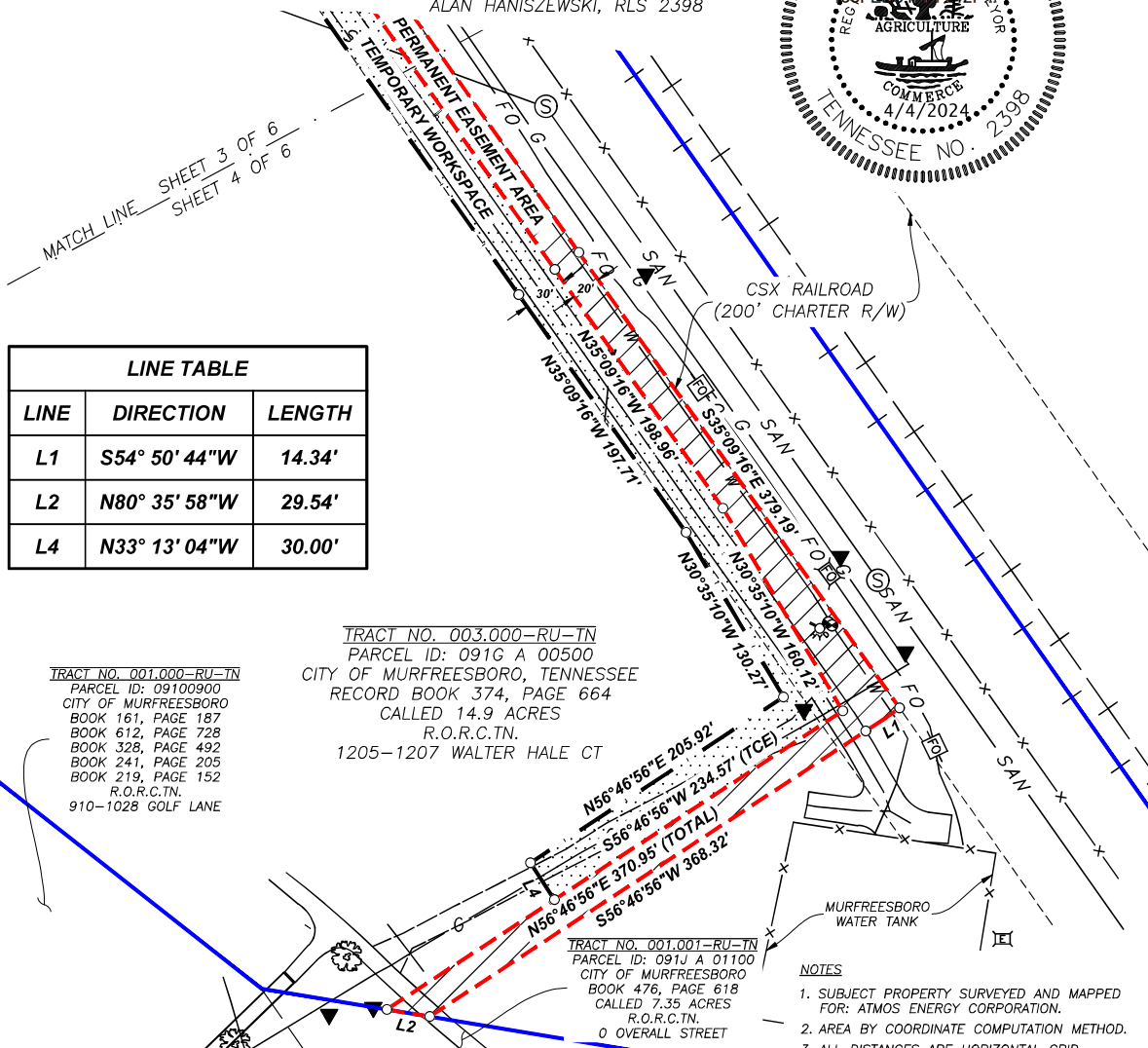
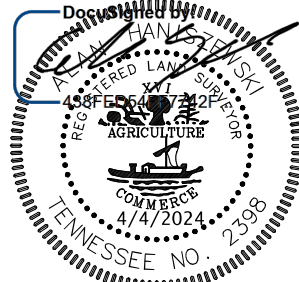
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 374, PAGE 664); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.



THIS 3RD DAY OF APRIL 2024

DocuSigned by:

 438FED54FF7742F...
 ALAN HANISZEWSKI, RLS 2398



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S54° 50' 44"W	14.34'
L2	N80° 35' 58"W	29.54'
L4	N33° 13' 04"W	30.00'

TRACT NO. 001.000-RU-TN
 PARCEL ID: 09100900
 CITY OF MURFREESBORO
 BOOK 161, PAGE 187
 BOOK 612, PAGE 728
 BOOK 328, PAGE 492
 BOOK 241, PAGE 205
 BOOK 219, PAGE 152
 R.O.R.C.TN.
 910-1028 GOLF LANE

TRACT NO. 003.000-RU-TN
 PARCEL ID: 091G A 00500
 CITY OF MURFREESBORO, TENNESSEE
 RECORD BOOK 374, PAGE 664
 CALLED 14.9 ACRES
 R.O.R.C.TN.
 1205-1207 WALTER HALE CT

TRACT NO. 001.001-RU-TN
 PARCEL ID: 091J A 01100
 CITY OF MURFREESBORO
 BOOK 476, PAGE 618
 CALLED 7.35 ACRES
 R.O.R.C.TN.
 0 OVERALL STREET

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

- 1/2" IRON ROD FOUND
- COMPUTED POINT
- UTILITY POLE
- GUY WIRE
- FO FIBER PEDESTAL
- WM WATER METER
- ▽ VALVE
- ▲ UTILITY MARKER
- ⊙ GAS RISER PIPE
- ⊕ HYDRANT SIGN
- P.O.B. - POINT OF BEGINNING
- R.O.R.C.TN. - REGISTER'S OFFICE, RUTHERFORD COUNTY, TENNESSEE LDA PROJECT NO. ATM308

LEGEND

- SUBJECT TRACT
- - - PERMANENT EASEMENT
- - - TEMPORARY WORKSPACE
- - - ADJOINER PROPERTY
- SAN SEWER LINE
- G GAS LINE
- W WATER LINE
- - - EASEMENT EDGE
- ○ CHAIN LINK FENCE
- x — x FENCE LINE
- CL OF ROAD
- - - CONCRETE/ASPHALT
- - - EDGE OF GRAVEL
- - - COMMUNICATION LINE
- - - RAILROAD TRACKS



LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 1205-1207 WALTER HALE CT. MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
 REV2: 04/03/24

EASEMENT EXHIBIT

4 OF 6

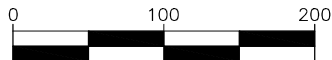
TRACT NO. 03

DATE: 12/18/2023

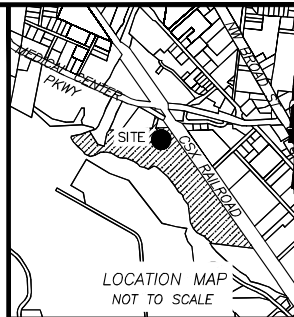
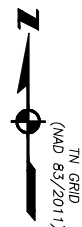
AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±1.15	±50,162
TEMPORARY WORKSPACE	±1.59	±69,452

EXHIBIT A



SCALE: 1"=100'



CERTIFICATION

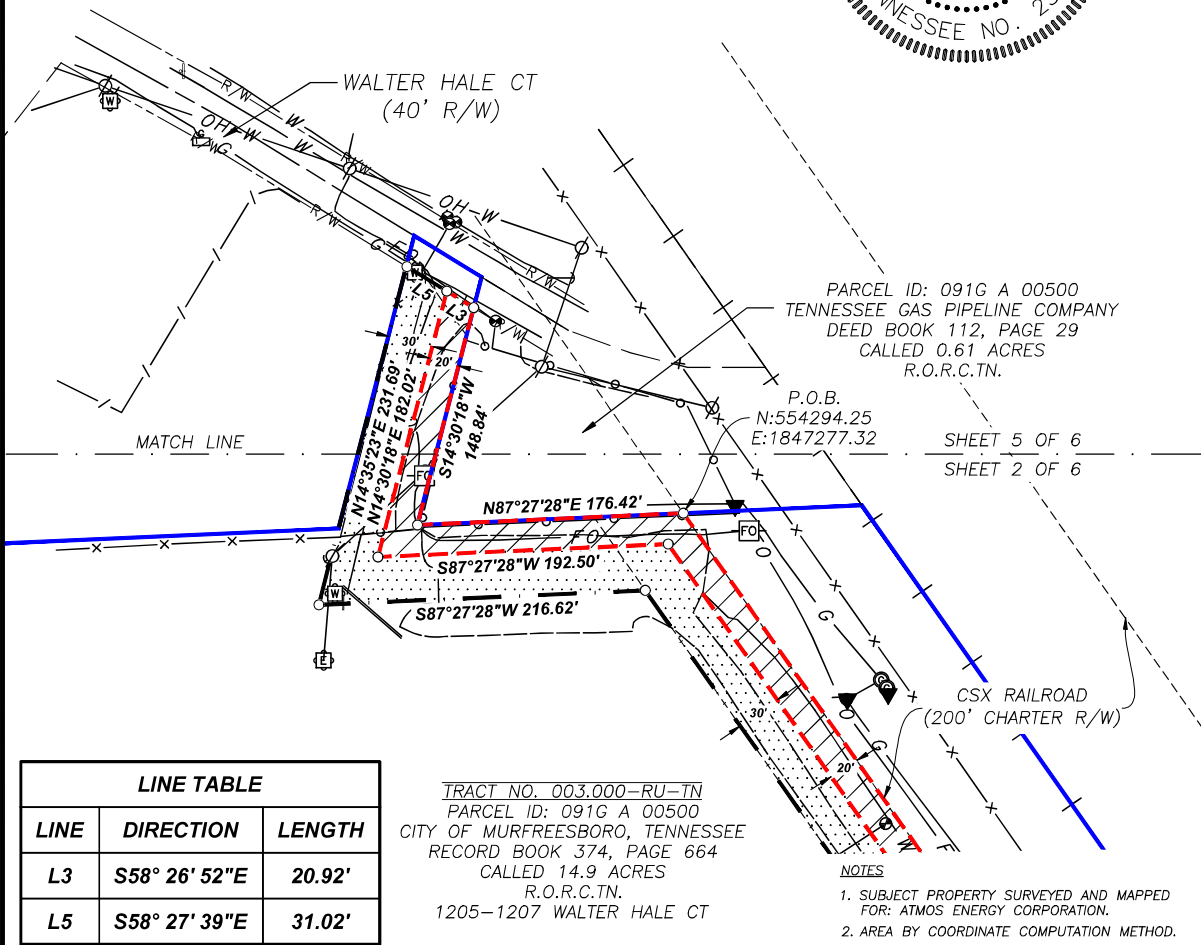
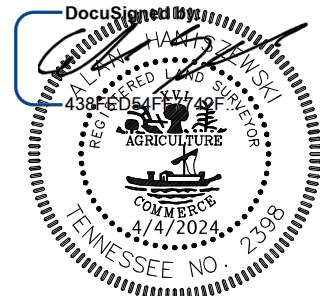
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 374, PAGE 664); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

 438FED54FF7742F...

ALAN HANISZEWSKI, RLS 2398



LINE TABLE		
LINE	DIRECTION	LENGTH
L3	S58° 26' 52"E	20.92'
L5	S58° 27' 39"E	31.02'

TRACT NO. 003.000-RU-TN
 PARCEL ID: 091G A 00500
 CITY OF MURFREESBORO, TENNESSEE
 RECORD BOOK 374, PAGE 664
 CALLED 14.9 ACRES
 R.O.R.C.TN.
 1205-1207 WALTER HALE CT

- NOTES
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
 - AREA BY COORDINATE COMPUTATION METHOD.
 - ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
 - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 - SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
 - THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
 - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LEGEND

- 1/2" IRON ROD FOUND
- COMPUTED POINT
- UTILITY POLE
- GUY WIRE
- FO FIBER PEDESTAL
- W WATER METER
- VALVE
- ▲ UTILITY MARKER
- GAS RISER PIPE
- HYDRANT
- SIGN
- P.O.B. - POINT OF BEGINNING
- R.O.R.C.TN. - REGISTER'S OFFICE, RUTHERFORD COUNTY, TENNESSEE
- LDA PROJECT NO. ATM308

- SUBJECT TRACT
- - - PERMANENT EASEMENT
- . - . - . TEMPORARY WORKSPACE
- ADJOINER PROPERTY
- SAN SEWER LINE
- G GAS LINE
- W WATER LINE
- - - EASEMENT EDGE
- ○ CHAIN LINK FENCE
- x — x FENCE LINE
- CL OF ROAD
- CONCRETE/ASPHALT
- EDGE OF GRAVEL
- COMMUNICATION LINE
- RAILROAD TRACKS



MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 1205-1207 WALTER HALE CT. MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
 REV2: 04/03/24

EASEMENT EXHIBIT 5 OF 6

TRACT NO. 03 DATE: 12/18/2023

ATMOS ENERGY CORPORATION

EXHIBIT "B"
RUTHERFORD COUNTY, TENNESSEE
PERMANENT EASEMENT AREA
TEMPORARY WORKSPACE
MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT
MAP 91-G, PARCEL 05.00

DESCRIPTION FOR A VARIABLE WIDTH PERMANENT EASEMENT, AND A THIRTY (30) FOOT TEMPORARY WORKSPACE, BEING OUT OF A TRACT OF A CALLED 14.9± ACRES TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 374, PAGE 664, REGISTER'S OFFICE, RUTHERFORD, COUNTY, TENNESSEE, (R.O.R.C.TN.); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT AREA:

POINT OF BEGINNING (P.O.B., N:554294.25, E:1847277.32) ON THE MOST EASTERLY NORTH LINE OF SAID 14.9± ACRES TRACT, ON THE SOUTH LINE OF A CALLED 0.61± ACRE TRACT OF LAND, IN THE NAME OF TENNESSEE GAS PIPELINE COMPANY, AS RECORDED IN BOOK 112, PAGE 29, (R.O.R.C.TN.), AND ON THE WEST RIGHT-OF-WAY OF AN EXISTING TWO HUNDRED (200) FOOT CSX RAILROAD, FROM WHICH THE MOST EASTERLY NORTHEAST CORNER OF SAID 14.9± ACRES TRACT, THE SOUTHWEST CORNER OF SAID 0.61± ACRE TRACT, AND IN THE CENTER OF SAID CSX RAILROAD RIGHT-OF-WAY, BEARS: NORTH 87°27'28" EAST, A DISTANCE OF 118.56 FEET;

THENCE, ALONG THE WEST RIGHT-OF-WAY OF SAID CSX RAILROAD THE FOLLOWING TWO (2) CALLS,
SOUTH 35°02'01" EAST, A DISTANCE OF 1,360.30 FEET;

THENCE, SOUTH 35°09'16" EAST, A DISTANCE OF 379.19 FEET;

THENCE, THROUGH SAID 14.9± ACRES TRACT THE FOLLOWING TWO (2) CALLS,
SOUTH 54°50'44" WEST, A DISTANCE OF 14.34 FEET;

THENCE, SOUTH 56°46'56" WEST, A DISTANCE OF 368.32 FEET TO THE SOUTHWEST LINE OF SAID 14.9± ACRES TRACT, AND ON THE NORTHEAST LINE OF A CALLED 7.35± ACRES TRACT OF LAND, IN THE NAME OF CITY OF MURFREESBORO, AS RECORDED IN BOOK 476, PAGE 618, (R.O.R.C.TN.);

THENCE, ALONG THE NORTHEAST LINE OF SAID 7.35± ACRES TRACT, NORTH 80°35'58" WEST, A DISTANCE OF 29.54 FEET;

THENCE, THROUGH SAID 14.9± ACRES TRACT THE FOLLOWING SIX (6) CALLS,
NORTH 56°46'56" EAST, A DISTANCE OF 370.95 FEET;

THENCE, NORTH 30°35'10" WEST, A DISTANCE OF 160.12 FEET;
THENCE, NORTH 35°09'16" WEST, A DISTANCE OF 198.96 FEET;
THENCE, NORTH 35°02'01" WEST, A DISTANCE OF 1,349.34 FEET;
THENCE, SOUTH 87°27'28" WEST, A DISTANCE OF 192.50 FEET;

THENCE, NORTH 14°30'18" EAST, A DISTANCE OF 182.02 FEET TO THE NORTH LINE OF SAID 14.9± ACRES TRACT, AND THE SOUTH RIGHT OF WAY OF WALTER HALE COURT;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, SOUTH 58°26'52" EAST, A DISTANCE OF 20.92 FEET;

THENCE, ALONG THE WEST LINE SAID 0.61± ACRES TRACT, SOUTH 14°30'18" WEST, A DISTANCE OF 148.84 FEET TO THE SOUTHWEST CORNER OF SAID 0.61± ACRES TRACT;

THENCE, ALONG THE NORTH LINE OF SAID 0.61± ACRES TRACT, NORTH 87°27'28" EAST, A DISTANCE OF 176.42 FEET TO THE POINT OF BEGINNING CONTAINING 50,162 SQUARE FEET OR 1.15 ACRES, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

TEMPORARY WORKSPACE:

BEGINNING ON THE NORTH LINE OF THE AFOREMENTIONED 14.9± ACRES TRACT, ON THE SOUTH RIGHT OF WAY LINE OF WALTER HALE COURT, AND AT THE NORTHWEST EASEMENT CORNER OF THE PREVIOUSLY DESCRIBED 1.15± ACRES PERMANENT EASEMENT;

THENCE, ALONG THE WEST AND SOUTH EASEMENT LINE OF SAID 1.15± ACRES PERMANENT EASEMENT THE FOLLOWING SIX (6) CALLS,
SOUTH 14°30'18" EAST, A DISTANCE OF 182.02 FEET;

THENCE, SOUTH 87°27'28" WEST, A DISTANCE OF 192.50 FEET;
THENCE, SOUTH 35°02'01" WEST, A DISTANCE OF 1,349.34 FEET;
THENCE, SOUTH 35°09'16" EAST, A DISTANCE OF 198.96 FEET;
THENCE, SOUTH 30°35'10" EAST, A DISTANCE OF 160.12 FEET;
THENCE, SOUTH 56°46'56" WEST, A DISTANCE OF 234.57 FEET;

THENCE, THROUGH SAID 14.9± ACRES TRACT THE FOLLOWING SEVEN (7) CALLS,
NORTH 33°13'04" WEST, A DISTANCE OF 30.00 FEET;

THENCE, NORTH 56°46'56" EAST, A DISTANCE OF 205.92 FEET;
THENCE, NORTH 30°35'10" WEST, A DISTANCE OF 130.27 FEET;
THENCE, NORTH 35°09'16" WEST, A DISTANCE OF 197.71 FEET;
THENCE, NORTH 35°02'01" WEST, A DISTANCE OF 1,333.0 FEET;
THENCE SOUTH 87°27'28" WEST, A DISTANCE OF 216.62 FEET;

THENCE, NORTH 14°35'23" EAST, A DISTANCE OF 231.69 FEET TO THE NORTHWEST CORNER OF SAID 14.9± ACRES TRACT, ALSO BEING THE SOUTH RIGHT OF WAY OF WALTER AVENUE;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, SOUTH 58°27'39" EAST, A DISTANCE OF 31.02 FEET TO THE BEGINNING CONTAINING 69,452 SQUARE FEET OR 1.59 ACRES, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, ALAN HANISZEWSKI, 402 BNA DRIVE, SUITE 403, NASHVILLE, TN 37217.

CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT, IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.

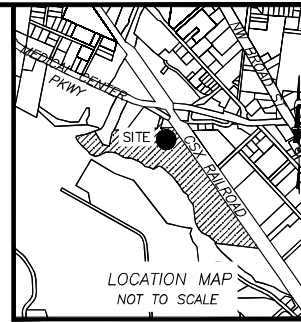
ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID DISTANCES, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00), IN U.S. SURVEY FEET.

A SURVEY EXHIBIT ACCOMPANIES AND IS A PART OF THIS EASEMENT DESCRIPTION (EXHIBIT "A").

AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±1.15	±50,162
TEMPORARY WORKSPACE	±1.59	±69,452

EXHIBIT A



CERTIFICATION

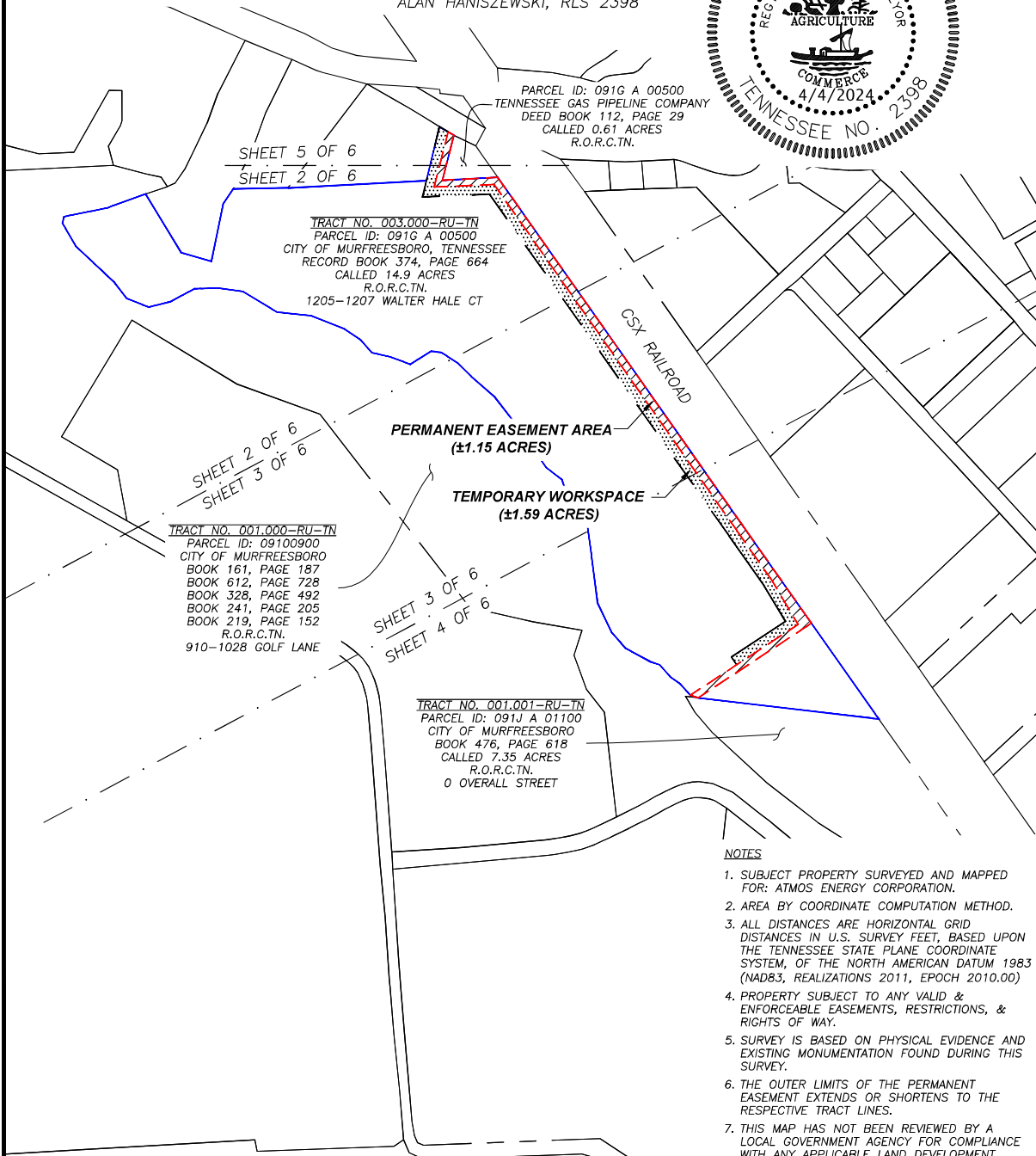
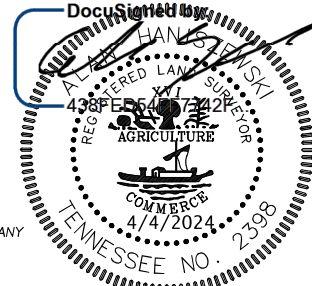
I, ALAN HANISZEWSKI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 374, PAGE 664); AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-02; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 3RD DAY OF APRIL 2024

DocuSigned by:

438FED54FF7742E

ALAN HANISZEWSKI, RLS 2398



NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: ATMOS ENERGY CORPORATION.
2. AREA BY COORDINATE COMPUTATION METHOD.
3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00)
4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
6. THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
7. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



LDA ENGINEERING

MEDICAL CENTER PKWY TO SR96 TRANSMISSION REPLACEMENT ACROSS THE LANDS OF CITY OF MURFREESBORO 1205-1207 WALTER HALE CT. MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE PERMANENT EASEMENT & TEMPORARY WORKSPACE

REV1: 02/29/24
REV2: 04/03/24

EASEMENT EXHIBIT

1 OF 6

TRACT NO. 03

DATE: 12/18/2023

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Fire Station 3 ADA Concrete Renovations Change Order # 1

Department: Project Development Department

Presented by: Scott Elliott, Project Development Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider Change Order # 1 for concrete renovations of Fire Station # 3.

Staff Recommendation

Approve Change Order # 1 to the Construction contract with Rice Construction Company, LLC.

Background Information

Last year, the City completed building renovations to Fire Station 3. Upon completion of the work, it was determined that site work improvements were needed due to the failing apparatus apron (station driveway), deteriorated sidewalk, and aged parking lot. Staff obtained three quotes for the project with Rice Construction providing the lowest quote at \$45,000.

During the demo phase of the apparatus apron, poor subgrade was revealed. At the recommendation of a Geotechnical Engineer, soil needs to be removed and replaced with sound rock to support the type of vehicle traffic that occurs at the Fire Station. Change Order # 1 in the amount of \$23,000 and a time extension of 7 days consists of the soil repair work and additional rebar to add structural support to the concrete apron.

Council Priorities Served

Maintain Public Safety

Maintaining city facilities in an effective manner while ensuring ADA compliance is the most responsible means of protecting the City's most significant investments.

Fiscal Impact

The amount of the change order, \$23,000 is funded by ADA improvement grants.

Attachments

1. Change Order # 1 to the contract with Rice Construction.
2. TTL geotechnical report.



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*

Fire Station #3
 ADA Concrete Renovations
 Fire Station #3
 1511 Mercury Blvd.
 Murfreesboro, TN 37130

CONTRACT INFORMATION:

Contract For: General Construction
 Date:

CHANGE ORDER INFORMATION:

Change Order Number: 001
 Date:

OWNER: *(Name and address)*

City of Murfreesboro, Tennessee, a
 municipality organized under the laws of
 the state of Tennessee
 111 West Vine Street
 Murfreesboro, Tennessee 37130

ARCHITECT: *(Name and address)*

(Name and address)

CONTRACTOR: *(Name and address)*

Rice Construction Co., LLC, a limited
 liability company
 2327 Gravett St.
 Murfreesboro, Tennessee 37129

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The work performed pursuant to this Change Order will be in accordance with the Master Agreement between the Owner and Contractor dated August 19, 2022 and specifications set forth in Contractor's Proposal Document dated May 10, 2024, including Alternate #1. Such work includes the equipment, material, and labor to undercut the apron area at Fire Station #3 and back fill with engineered material (rock), and install rebar provided by the City.

The original Contract Sum was	\$	45,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	45,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	23,000.00
The new Contract Sum including this Change Order will be	\$	68,000.00

The Contract Time will be increased by seven (7) days.
 The new date of Substantial Completion will be TBD.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

N/A
ARCHITECT *(Firm name)*

Rice Construction Co. LLC
CONTRACTOR *(Firm name)*

City of Murfreesboro
OWNER *(Firm name)*

SIGNATURE

Tim Rice
SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

Tim Rice, Owner
PRINTED NAME AND TITLE
 5/17/2024

Shane McFarland, Mayor
PRINTED NAME AND TITLE

DATE

DATE

DATE

APPROVED BY TO FORM

Adam Tucker
 Adam F. Tucker, City Attorney

Rice Construction co llc

2327 Gravett Street, Murfreesboro, Tennessee 37129 | riceconstruction@gmail.com

May 10 - 2024

City of Murfreesboro

111 West Vine ST

Project : Request for Change order # 1 for Fire Station # 3 Concrete Apron

Mr. Scoot Elliott

Rice Construction Proposes to Provide the Equipment ,Material and Labor to Under cut the Apron area at Fire Station # 3 and Back Fill with Engineered Material (Rock)

Included

1. Excavate two ft below sub Grade for Concrete Apron
2. Replace with Compacted Appropriate Engineered Fill (Rock)
3. Install Clean-out for the Shop Drains

Total \$20,000.00

Alternate # 1 \$3,000.00 to install Rebar Provided by the City



Special Inspection

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
City of Murfreesboro
630 West Main Street
Murfreesboro, TN 37128

Project:
000230801723.00
City of Murfreesboro - Fire Station #3 Renovations
& Additions
154 Dr. Martin Luther King Jr. Blvd.
Murfreesboro, TN 37130

Activity Date:	05/10/2024	Discipline:	Soils
Category:	Parking Lot	Location:	Parking and Drive Areas
Location Details:	Fire Station No. 3		
	<ul style="list-style-type: none"> Concrete Apron South of Structure 		
Technician:	Rogers, Daven		

Work Completed

Reinspection Visit: No	Reinspection Required: No
Determination: Item of Concern Noted	
Description:	
TTL representative Daven Rogers arrived on-site this day, at requested by Mr. Scott Elliott (City of Murfreesboro) to review subgrade conditions at the concrete apron in front of the Fire Station building.	
Upon arrival, the concrete and base stone had been removed and a reddish-brown clayey soil with some gravel was exposed. The soil appeared to be mostly saturated with some areas of standing water present. The TTL representative excavated a few shallow test pits with a shovel which revealed the presence of a tan clayey soil and some reddish-brown clayey soil mixed below the reddish-brown clayey soils at the surface. All soils appeared to be either saturated or well above their optimum moisture content.	
A small diameter steel probe rod was used to further evaluate the stiffness of the in place soils. Probing revealed the presence of weak materials ranging between about 12-inches up to about 36-inches in depth. The probe depths were painted on the ground using orange marking paint for reference.	
Most of the area appeared to contain weak soil ranging between 12 to 24-inches in depth. Based on these evaluations, TTL recommends undercutting the entire area 24-inches and replacing with clean, well graded limestone shot rock fill. Upon reaching the new subgrade after undercutting, TTL should be allowed to re-evaluate the area to determine if additional undercutting is necessary.	
See attached photos and sketch for visual reference.	
Tests Performed: Probing Visual Observation	
Discrepancy: No	



Special Inspection

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
City of Murfreesboro
630 West Main Street
Murfreesboro, TN 37128

Project:
000230801723,00
City of Murfreesboro - Fire Station #3 Renovations
& Additions
154 Dr. Martin Luther King Jr. Blvd.
Murfreesboro, TN 37130



Photographer: Rogers, Daven



Photographer: Rogers, Daven



Special Inspection

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
City of Murfreesboro
630 West Main Street
Murfreesboro, TN 37128

Project:
000230801723,00
City of Murfreesboro - Fire Station #3 Renovations
& Additions
154 Dr. Martin Luther King Jr. Blvd.
Murfreesboro, TN 37130



Photographer: Rogers, Daven



Photographer: Rogers, Daven



Special Inspection

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
City of Murfreesboro
630 West Main Street
Murfreesboro, TN 37128

Project:
000230801723,00
City of Murfreesboro - Fire Station #3 Renovations
& Additions
154 Dr. Martin Luther King Jr. Blvd.
Murfreesboro, TN 37130



Photographer: Rogers, Daven



Photographer: Rogers, Daven

See 20240510101924.pdf in the documents section at the end of this report.

Description: Probing Sketch

Image Date Taken:
05/10/2024

Photographer: Rogers, Daven



Special Inspection

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
City of Murfreesboro
630 West Main Street
Murfreesboro, TN 37128

Project:
000230801723,00
City of Murfreesboro - Fire Station #3 Renovations
& Additions
154 Dr. Martin Luther King Jr. Blvd.
Murfreesboro, TN 37130

The presence and activities of our field representative were for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The presence of our field representative or the observation and testing by our firm does not relieve the contractor in any way from its obligation to meet contractual requirements. No one except our client may rely on our findings and opinions. It is understood that our firm is not responsible for job or site safety on this project. The contractor retains sole responsibility for site safety, methods, operations, and sequences of construction.



geotechnical // analytical // materials // environmental
www.ttlusa.com

Project No.: _____

Sheet No. 1 of 1

Date: 05/10/2024

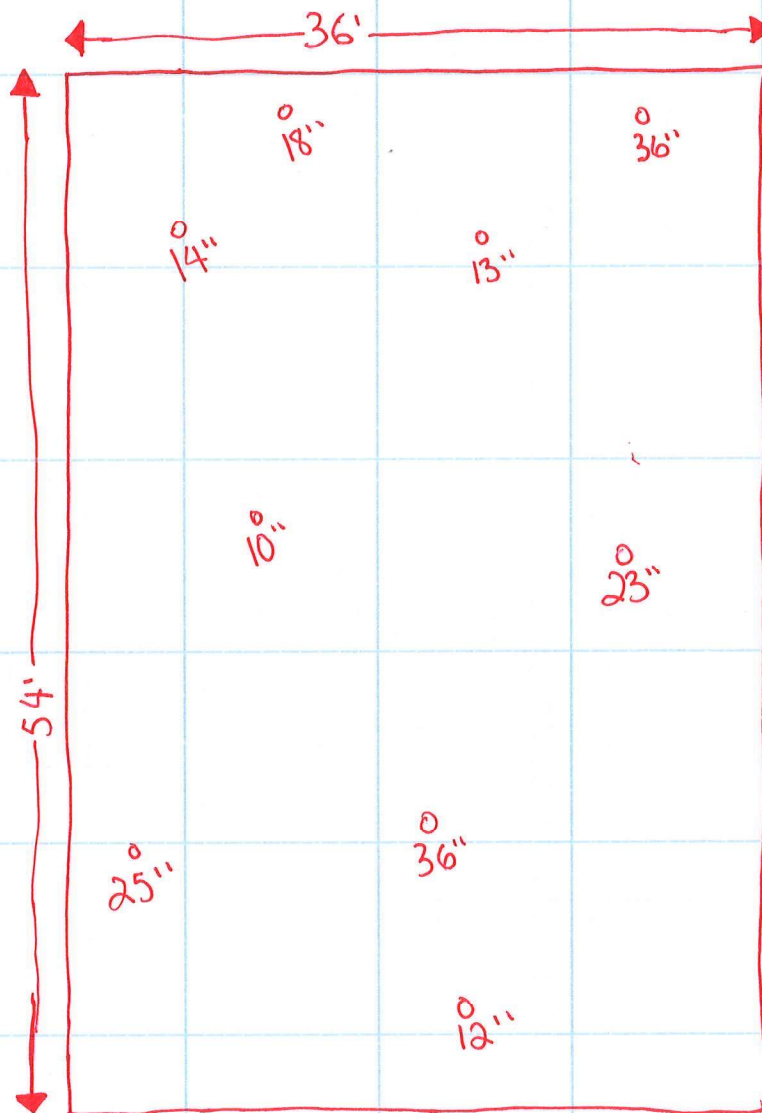
By: Daven Rogers

Review: _____

Project: Fire Station No. 3 Renovation

Subject: Garage Apron Subgrade

Fire Station Building



MCK Blvd.

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Robert Rose Administration Building Renovations Contingency Allowance Allocation

Department: Project Development Department

Presented by: Scott Elliot, Project Development Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Report of Robert Rose Administration Building Renovations contract contingency allowance.

Staff Recommendation

The contingency report of use of the allowance is provided as information only.

Background Information

The attached change control log identifies the change requests, through change control forms, and tracks the allowance allocations issued through field work change directives. Note that Change Directive No. 6 does not change the contract price or contract time. The final contract price and number of working days will be adjusted accordingly in the final balancing change order at the end of the project.

Council Priorities Served

Improve Economic Development

Relocating MWRD's administration allows the Department to address its current needs and affords the City the opportunity to redevelop the land in its current location, thereby improving the amenities to the downtown area.



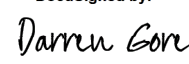
Fiscal Impact

The increased expense, \$4,667, can be accommodated in the contingency allowance with no change in the total contract amount of \$2,206,937.

Attachments

Change Control Log and Forms.

CHANGE CONTROL FORM NO. 6

Date Issued:	May 9, 2024	Project:	MWRD -Admin Office Renovation
Project No.:	ITB-13-2024	Contractor:	Rock City Construction Company, LLC
This Document is a:	<input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input checked="" type="checkbox"/> Work Change Directive <input type="checkbox"/> Contractor Change Request		
Description of Change (attach necessary supporting documentation): ADD PCOs (44,45,49,52,55,57,59,60,63). Deduct \$4,667.40 from the Owner's Contingency leaving \$ 82,749.88 remaining in the Contingency allowance. See attached Change Control Log.			
Initiated By:	<input type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative		
Drawing(s) Reference:	N/A	Spec. Reference:	N/A
RFI Reference:	N/A	Date of RFI:	N/A
Attachments:	Change Control Log		
REQUEST FOR PROPOSAL/CHANGE REQUEST			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
<input checked="" type="checkbox"/> No Change in Contract Amount is Required		<input type="checkbox"/> A Change in Contract Amount is Required:	
<input checked="" type="checkbox"/> No Change in Contract Time is required		<input type="checkbox"/> A Change in Contract Time is Required:	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.			
AUTHORIZING SIGNATURES			
Architect: DocuSigned by:  AF040E5EE290490... Brandon Harvey _____ (print name) Date: 5/15/2024	CONTRACTOR:  Florencia Fontela _____ (print name) Date: 5/9/24	OWNER: DocuSigned by:  2430FEE75D2A4B9... Darren Gore _____ (print name) Date: 5/16/2024	RESIDENT PROJECT REPRESENTATIVE: _____ _____ (print name) Date: _____

CHANGE CONTROL LOG

Owner: City of Murfreesboro
 Project Name: MWRD-316 Robert Rose Office Renovation
 Contract No. ITB-13-2024
 Arch/Eng: KDIG
 Contractor: Rock City Construction Company, LLC

Original Contract Amount	\$ 2,084,256.00
Adjusted Contract Amount	\$ 2,206,937.10
Contingency Allowance Amount	\$ 100,000.00
Adjusted Contingency Allowance Amount	\$ 82,749.88
Tracked Against Contract Total	\$ 2,124,187.22

CCF No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	Change order # 1 (structural additions)	WCD	OWNER	APPROVED	Council	2/9/2024	2/9/2024	3/8/2024	35	\$ -	\$ 49,992.71	\$ 100,000.00
2	Change Order # 2 (ASI #1 Critical path items)	WCD	OWNER	APPROVED	Council	2/29/2024	2/29/2024	3/8/2024	0	\$ -	\$ 72,688.39	\$ 100,000.00
3	PCOs (9,33,46,54)	WCD	OWNER	APPROVED	Darren Gore	1/2/2024	3/13/2024	3/15/2024	0	\$ (3,569.72)	\$ -	\$ 96,430.28
4	PCOs (1,2,3,4,5,6,7)	WCD	OWNER	APPROVED	Darren Gore	3/12/2024	3/12/2024	4/30/2024	0	\$ (5,592.00)	\$ -	\$ 90,838.28
5	PCOs (51)	WCD	OWNER	APPROVED	Council	3/12/2024	3/12/2024	5/9/2024	24	\$ (3,421.00)	\$ -	\$ 87,417.28
6	PCOs(44,45,49,52,55,57,59,60,63)	WCD	OWNER	APPROVED	Darren Gore	5/7/2024	5/8/2024	5/16/2024	0	\$ (4,667.40)	\$ -	\$ 82,749.88
7												
8												
9												
10												
11												
12												
13												
Totals									59	\$ (17,250.12)	\$ 122,681.10	\$ 82,749.88

A Contract Times
 Extension Requires
 City Council Approval

Abbreviations
 RFP = REQUEST FOR PROPOSAL
 FO = FIELD ORDER
 WCD = WORK CHANGE DIRECTIVE
 CCR = CONTRACTOR CHANGE REQUEST

Change Control Breakdown

CO #	CCD #	CCF #	PCO #	Description	Source	Change Origin	Change Amount	OH&P	Time Change
1	1	N/A		Structural Design	Bid Documents	Anex Space Structural Design (Columns, Piles & Beams)	\$ (27,953.78)	\$ -	
1	1	N/A		Structural Design	Revised Structural Jan '24	Anex Space Structural Proprietary System & Redesign	\$ 31,700.00	\$ 4,755.00	35
1	1	N/A		Structural Design	Bid Documents	Filing Cabinet Supports	\$ (10,000.00)	\$ -	0
1	1	N/A		Structural Design	Revised Structural Jan '24	Filing Cabinet Supports Proprietary System	\$ 28,100.00	\$ 4,215.00	0
1	1	N/A		Structural Design	Bid Documents	Shared Work Space (Beams & Stl Columns)	\$ (3,379.00)	\$ -	0
1	1	N/A		Structural Design	Revised Structural Jan '24	Shared Work Space (Beams & Stl Cols) Proprietary System	\$ 17,250.00	\$ 2,587.50	0
1	1	N/A		Structural Design	Revised Structural Jan '24	Dumbwaiter Area Structural Updates	\$ 2,363.47	\$ 354.52	0
							TOTAL	\$ 49,992.71	35
2	N/A	N/A		Plumbing Fixtures	Plumbing Schedule (P12B)	RFI #1 - Fixtures not quantified in Plumbing Dwgs.	\$ 28,000.00	\$ 2,800.00	0
2	N/A	N/A		2x2 LED in offices	Arch & Elec drawings (A3.02)	Added 2x2 led lights in front reception areas	\$ 750.00	\$ 75.00	0
2	N/A	N/A		Accent Tile Wall Lights	Arch & Elec drawings (A3.02)	Added accent tile in lobby, added switch	\$ 1,766.00	\$ 176.60	0
2	N/A	N/A		Relocate (2) cameras		Relocate (2) cameras located in cashiers office	\$ 737.00	\$ 73.70	0
2	N/A	N/A		Add (6) cameras			\$ 1,566.00	\$ 156.60	0
2	N/A	N/A		Enlarged Trench Detail	BankPak Trench requirements	BankPak Trench requirements	\$ 3,705.00	\$ 370.50	0
2	N/A	N/A	13	ASI #1 & 1-A updates	A8.00	Interior painting C-1 added trim and millwork	\$ 16,877.00	\$ 1,687.70	0
2	N/A	N/A	35	Vector Fire Alarm items	Fire Alarm	(15) Flexible conduits and boxes for FA devices	\$ 4,629.00	\$ 462.90	0
2	N/A	N/A	36	Vector Fire Alarm items	Fire Alarm	Drywall patching	\$ 8,050.35	\$ 805.04	0
							TOTAL	\$ 72,688.39	0
N/A	N/A	3	9	ASI #1 & 1-A updates	A2.02	Relocated door and changed swing at breakroom	\$ 1,047.54	\$ 157.13	0
N/A	N/A	3	33	ASI #1 & 1-A updates	ASI #1 additional finishes	Unisex Restroom Locks	\$ 299.98	\$ 45.00	0
N/A	N/A	3	46	Storage Rm Wire Relo	E2.2	Storage Room Relocation of Switches for room number 2	\$ 410.00	\$ 41.00	0
N/A	N/A	3	54	Screwoff existing floors	3,100 SF		\$ 1,426.43	\$ 142.64	0
							TOTAL	\$ 3,569.72	0
N/A	N/A	4	1	Kitchen Tile Deduct			\$ (3,589.00)	\$ -	0
N/A	N/A	4	2	OG Crack Isolation Deduct			\$ (6,550.00)	\$ -	0
N/A	N/A	4	3	New Underlayment/Crack	ASI # 1 & 1-A updates		\$ 8,150.00	\$ 815.00	0
N/A	N/A	4	4	Bridge Tile Deduct			\$ (5,850.00)	\$ -	0
N/A	N/A	4	5	ASI # 1 & 1-A updates	A8.00	Rubber Stair tread ST-1 added, includes LVT deduct	\$ 4,165.00	\$ 416.50	0
N/A	N/A	4	6	T-1 Changes to T2 RR			\$ (100.00)	\$ -	0
N/A	N/A	4	7	T-2 Add in wing bathrooms			\$ 7,395.00	\$ 739.50	0
							TOTAL	\$ 5,592.00	0
3	N/A	5	51	Vector Fire Alarm items	Fire Alarm	repriming 1st ct, for 43 additional fire alarm locations/Cabinet Procurement delays	\$ 3,110.00	\$ 311.00	24
							TOTAL	\$ 3,421.00	24
N/A	N/A	6	44	Bank Pak Alts	Owner Request	Reuse of Safe-Credits	\$ (7,320.00)	\$ -	0
N/A	N/A	6	45	Bank Pak Alts	Owner Request	Pneumatic Systems & Night Drop Specifications	\$ 10,274.38	\$ 1,027.44	0
N/A	N/A	6	49	Door Credits	Re-use of existing doors	Reuse of existing door Allowance Credit	\$ (10,137.00)	\$ -	0
N/A	N/A	6	52	Site Credit	Site meeting with owner	Fire Hydrant relocation credit-removed from scope	\$ (2,500.00)	\$ -	0
N/A	N/A	6	55	Kiosk Camera Conduits	LV	Conduit and Boxes for Kiosk Cameras. Plans scope a #12 wire on a 20A circuit but a #10 wire on a 30A circuit was needed	\$ 5,098.00	\$ 509.80	0
N/A	N/A	6	57	Bank Pak trench sand	Bank Pak	Pneumatic tube required trench sand for bedding material	\$ 2,765.00	\$ 276.50	0
N/A	N/A	6	59	Window Allowance		Window Allowance credit	\$ (400.00)	\$ -	0
N/A	N/A	6	60	Floor Outlets in offices	Owner Request	Additional Floor outlets in shared offices	\$ 3,813.00	\$ 381.30	0
N/A	N/A	6	63		Owner Request	Cabinet pulls and Knobs change	\$ 799.07	\$ 79.91	0
							TOTAL	\$ 4,667.40	0

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: FY24 Budget Amendment (2nd and Final Reading)

Department: Administration

Presented by: Erin Tucker, Budget Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment to the City’s FY24 Budget Ordinance

Staff Recommendation

Approve Ordinance 24-O-13, amending the City’s budget.

Background Information

General Fund: The new traffic signal project at Veteran Parkway cost an estimated \$300,000 and was funded through restricted State Street Aid funds.

Risk Management: During the snow/ice event in January 2024, a Street Department road grader was totaled in an accident. The cost to replace this equipment totals approximately \$242,000 and is funded from Risk Management reserves.

Loan/Bond Fund & Debt Service Fund: As part of the efforts to spend down existing debt proceeds, a budget amendment is required to recognize the transfers from the Loan/Bond Fund to Debt Service Fund. These transfers total approximately \$4.1 million.

Council Priorities Served

Responsible Budgeting

The budget amendments reflect the City’s increased revenues and expenses.

Fiscal Impact

The amendment to the City’s FY24 budget results in a total increased use of restricted State Street Aid funds of \$300,000, an increased use of Risk Management reserves of \$242,000 and transfers from Loan/Bond Fund to Debt Service Fund of \$4.1 million. There is no impact to General Fund’s Unassigned Fund Balance.

Attachments

FY24 City Budget Ordinance 24-O-13 and Exhibit A

ORDINANCE 24-O-13 amending the Fiscal Year 2024 (hereafter “FY2024”) Budget (4th Amendment).

WHEREAS, the City Council adopted the FY2024 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 23-O-18, on June 8, 2023 to implement the FY2024 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2024 Budget adopted by this Ordinance to incorporate expenditure decisions made during the 2023-2024 fiscal year.

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

SECTION 1. The FY2024 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2024 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____
2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Expenditures</u>				
State Street Aid	<u>Restricted/Assigned</u> Repair & Maintenance Traffic Lights	\$ 300,000.00	\$ 600,000.00	\$ 300,000.00
			<u>\$ 300,000.00</u>	
CHANGE IN ASSIGNED FUND BALANCE - PRIOR YEAR CARRYFORWARD		\$ (12,644,208.91)	\$ (12,644,208.91)	\$ -
CHANGE IN RESTRICTED/ASSIGNED FUND BALANCE		\$ (48,809,379.53)	\$ (49,109,379.53)	\$ 300,000.00
CHANGE IN UNASSIGNED FUND BALANCE		\$ (17,413,934.45)	\$ (17,413,934.45)	\$ -
ESTIMATED ENDING FUND BALANCE (BUDGET PLUS FY24 ADJUSTMENTS)		\$ 100,262,032.11		
Adjustments for FY23 Closing Entries		<u>\$ 42,702,214.76</u>		
TOTAL ESTIMATED ENDING FUND BALANCE		\$ 142,964,246.87	\$ 142,664,246.87	\$ (300,000.00)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Debt Service Fund</u>				
<u>Revenues</u>	Transfer in from Loan/Bond Fund		\$ 4,072,850.00	\$ 4,072,850.00
				<u>\$ 4,072,850.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ 100,000.00	\$ 4,172,850.00	4,072,850.00
<u>Risk Management Fund</u>				
<u>Expenditures</u>	<u>Expenditures</u> Risk Management Claims - Fire/Casualty	\$ 275,000.00	\$ 517,000.00	\$ 242,000.00
				<u>\$ 242,000.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ 105,301.00	\$ (136,699.00)	(242,000.00)
<u>Loan/Bond Fund</u>				
<u>Expenditures</u>	<u>Expenditures</u> Transfer to Debt Service Fund		\$ 4,072,850.00	\$ 4,072,850.00
				<u>\$ 4,072,850.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (63,900,000.00)	\$ (67,972,850.00)	(4,072,850.00)

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Zoning for property along South Church Street
[Second Reading]

Department: Planning

Presented By: Brad Barbee, Principal Planner

Requested Council Action:

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

Summary

Zoning of approximately 0.47 acres located along the west side of South Church Street south of Highfield Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Greg Patel presented to the City a zoning application [2024-401] for approximately 0.47 acres located along the west side of South Church Street to be zoned PCD (Planned Commercial District) simultaneous with annexation. During its regular meeting on March 6, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On May 2, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

The proposed zoning will enable the development of a multi-tenant commercial building, providing neighborhood services to this growing area, while also creating jobs for the community and generating tax revenue for the City.

Attachments:

Ordinance 24-OZ-08

ORDINANCE 24-OZ-08 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 0.47 acres at 3416 South Church Street as Planned Commercial Development (PCD) District (3416 South Church Street PCD) simultaneous with annexation; Greg Patel, applicant [2024-401].

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

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

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

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker
43A2036E64F0401...

Adam F. Tucker
City Attorney

SEAL

24-OZ-08

City Limits

AMHERST DR

HIGHFIELD DR

PCD

S CHURCH ST

PUD

**Area Zoned PCD
Simultaneous with Annexation**

City Limits



LYNNFORD DR

CH

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Rezoning property along West Thompson Lane
[Second Reading]

Department: Planning

Presented By: Brad Barbee, Principal Planner

Requested Council Action:

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

Summary

Zoning of approximately 2.2 acres located along West Thompson Lane west of Northboro Court.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Black Diamond Development presented to the City a zoning application [2024-402] for approximately 2.2 acres located along West Thompson Lane to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on March 6, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On May 2, 2024, Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of six single-family detached homes and twelve single-family attached homes.

Attachments:

Ordinance 24-OZ-09

ORDINANCE 24-OZ-09 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 2.2 acres located along West Thompson Lane from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Kings Landing Annex PRD); Black Diamond Development, applicant, [2024-402].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

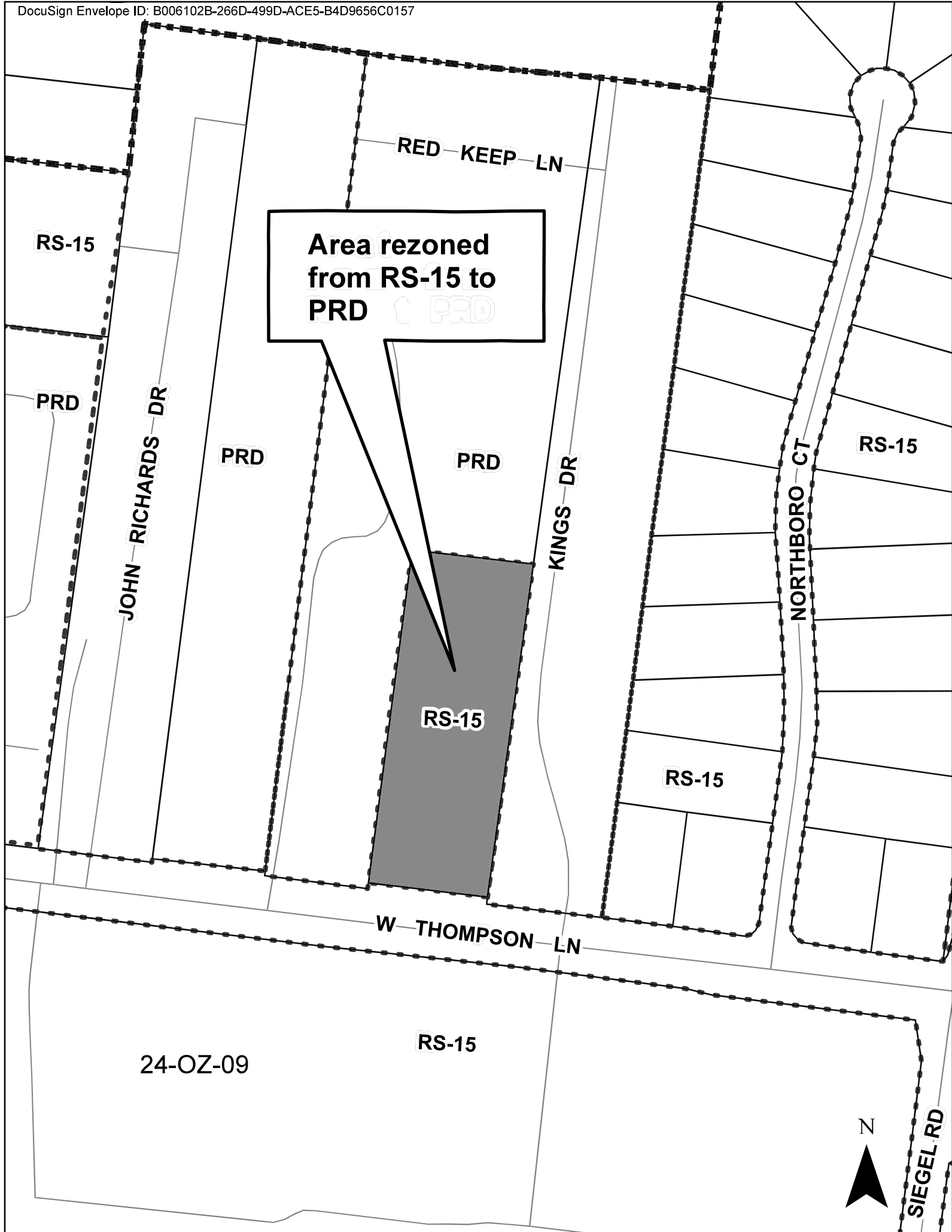
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



Area rezoned
from RS-15 to
PRD

RS-15

PRD

JOHN RICHARDS DR

PRD

RED KEEP LN

PRD

KINGS DR

RS-15

RS-15

NORTHBORO CT

RS-15

W THOMPSON LN

24-OZ-09

RS-15



SIEGEL RD

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Ordinance 24-O-12 Amendment to the International Energy Conservation Code-Amended

Department: Building & Codes

Presented by: Kevin Jones, Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amendment to City Code, § 7-15 eliminating mandatory testing for air leakage and air ducts in residential construction.

Staff Recommendation

Approve amendment to allow visual inspection option for energy requirements.

Background Information

The State Fire Marshal’s office has advised local jurisdictions to look at updating sections of their adopted energy code to closer align to the State’s currently adopted standards. This amendment would no longer require testing certificates to be submitted for Air Leakage and Duct Blast test prior to a Certificate of Occupancy. Visual inspections would still be performed and testing certificates may be requested if a visual observation warrants it. The Town of Smyrna and Rutherford County Codes have recently amended energy code sections to read similar as well.

Council Priorities Served

Improve economic development

Allows contractors/developers to save time and money by not mandating energy tests while also allowing the flexibility of optional testing or visual inspections performed by City staff.

Fiscal Impact

None.

Attachments

Ordinance 24-O-12 Energy Code-Amended

ORDINANCE 24-O-12 amending the Murfreesboro City Code, Chapter 7, Section 7-15, International Energy Conservation Code - Amended.

WHEREAS, the City of Murfreesboro previously adopted by Ordinance the 2018 International Energy Conservation Code, with certain amendments, as its local energy conservation code (“Code”); and

WHEREAS, upon further review and recommendation by the City of Murfreesboro Building and Codes Director, it is in the best interest of the citizens of the City of Murfreesboro that certain amendments be made to the Code.

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

SECTION 1. Chapter 7, Section 7-15, subsection (O) R402.4.1.2 Testing, of the Murfreesboro City Code shall be deleted in its entirety and substitute in lieu thereof the following language:

(O) R402.4.1.2 Testing. Delete in its entirety and replace with 2009 International Energy Conservation Code Section 402.4.2 Air sealing and insulation, including 2009 International Energy Conservation Code Table 402.4.2; 2009 International Energy Conservation Code Section 402.4.2.1 Testing Option; and 2009 International Energy Conservation Code Section 402.4.2.2 Visual Inspection Option;

SECTION 2. Chapter 7, Section 7-15, subsections (Q) R403.3.3 Duct Testing (Mandatory) and (R) R403.3.4 Duct Leakage (Prescriptive), of the Murfreesboro City Code shall be deleted in their entirety and substitute in lieu thereof the following language:

(Q) R403.3.2 Sealing (Mandatory). Delete in its entirety and replace with 2009 International Energy Conservation Code Section R403.2.2 Sealing (Mandatory). Last paragraph shall be amended to read: “Exceptions: Duct tightness is not required if the air handler and all ducts are located within conditioned space or if duct sealing can be verified by visual inspection.”

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:

Amanda DeRosia
Interim City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2936E54F9401...

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Ordinance 24-O-19 setting School Board Member compensation

Department: Murfreesboro City Schools

Presented by: Adam F. Tucker, City Attorney

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Adjustment of compensation provided Murfreesboro City School Board

Staff Recommendation

Adopt Ordinance 24-O-19 setting the compensation of School Board Members at \$400 per month and providing for the Board Chair to receive an additional \$100 per month.

Background Information

At its April 11, 2024 Workshop Meeting, City Council requested that staff prepare an ordinance amending the City Code to increase the compensation of School Board Members. Ordinance 24-O-19 is consistent with that request.

Currently, School Board Members are paid \$200 for the first meeting of the month and \$100 for the second meeting of the month. The Board Chair also receives an additional \$50 per meeting. The monthly compensation for Board Members is capped at \$300 and \$400 for the Board Chair, regardless of how many times the Board meets each month.

Ordinance 24-O-19 would set compensation for School Board members at \$400 per month, with the School Board Chair to receive an additional \$100 per month. Under the proposed ordinance, compensation would not be contingent on the number of times the Board meets per month.

Council Priorities Served

Responsible budgeting

Fiscal Impact

The new compensation structure would begin on July 1, 2024. Funding for the proposed compensation is included in the Murfreesboro City Schools FY2025 Budget.

Attachments

Ordinance 24-O-19.

ORDINANCE 24-O-19 amending the Murfreesboro City Code, Chapter 25—Schools, Section 25-2 regarding compensation of School Board Members.

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

SECTION 1. Section 25-2 of the Murfreesboro City Code is hereby amended by deleting the last three sentences and substituting in lieu thereof the following sentences:

“Members of the Board shall be compensated four hundred dollars (\$400.00) per month. The Board Chair shall receive an additional one hundred dollars (\$100.00) per month.”

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Amanda DeRosia
Interim City Recorder

DocuSigned by:
Adam F. Tucker

43A2098E54F0401...
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Ordinance setting FY25 Water and Sewer Rate

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Based on MWRD’s biannual cost of service study (COSS) for FY23 along with its FY28 proforma, MWRD a water and sewer rate adjustment in the FY25 budget to maintain cost recovery is required.

Recommendation

Adopt first reading of Ordinance 24-O-11 adjusting minimum monthly water and sewer charges for meters and increasing the water commodity (\$/1000 gal) charge.

Background Information

Jackson Thornton Utilities Consultants completed MWRD’s FY23 COSS and a pro forma through FY28. The proposed rate adjustments are based on the COSS and pro forma. The average increase to the residential customer is nominal, less than one dollar per month. This nominal adjustment result in a combined overall recovery that decreases from 112.3% to 101.8%

Table 1: MWRD Water/Sewer Rate Design FY24-FY28

Fiscal Year	FY24 Current Rate	FY25 Proposed Rate	FY26 PF	FY27 PF	FY28 PF
Avg Water/Sewer Bill	\$69.44	\$70.23	\$71.01	\$72.83	\$74.94
Monthly \$ Increase		\$0.79	\$0.78	\$1.82	\$2.11
% Increase		1.14%	1.11%	2.56%	2.89%
Combined Overall Recovery		112.3%	107.1%	104.1%	101.8%

Council Priorities Served

Responsible budgeting

Establishing costs for service in the City’s water and sewer enterprise funds is a fiduciarily responsible and minimizes rate adjustments over time to afford customers the ability to budget appropriately for future water and sewer bills.

Fiscal Impact

Water fund revenues are estimated to increase by \$177,000; \$59,000 in water commodity revenue and \$118,000 in proposed minimum monthly charge increases.

Sewer fund revenues are estimated to increase by \$1,365,694; \$1,117,000 in commodity revenue due to growth and \$248,000 in proposed minimum monthly charge increases.

Attachments

1. FY25 Water and Sewer Rate Design Report
2. Ordinance 24-O-11

FY25 Water and Sewer Rate Design Report

The Murfreesboro Water Resources Department was provided a cost-of-service study (COSS) from Jackson Thornton Utilities Consultants for FY2023. Jackson Thornton has also provided staff a pro forma for FY2028. The following table proposes the water and sewer rate design to support the FY25 budget and FY28 pro forma. The FY28 pro forma anticipates a \$120M in debt service to cover a plant expansion as well as several other capital projects as identified on the 2023 sewer allocation report.

Table 1: MWRD Water/Sewer Rate Design

Fiscal Year	2024 Current Rate	2025 Proposed Rate	2026 PF	2027 PF	2028 PF
Sewer					
Residential Min. Monthly Charge	\$10.72	\$11.00	\$11.25	\$11.75	\$12.25
Commodity Charge (\$/kgal)	\$5.50	\$5.50	\$5.50	\$5.55	\$5.60
Sewer Over/Under Recovery (Less Add'l Fees)		116.4%	109.9%	105.6%	102.0%
Sewer Over/Under Recovery (if No Rate Change)		115.8%	108.9%	103.0%	98.1%
Avg Sewer Bill @ 4,900 gal/month		\$37.95	\$38.20	\$38.95	\$39.69
Water					
Residential Min. Monthly Charge	\$10.72	\$11.00	\$11.25	\$11.75	\$12.25
Commodity Charge (\$/kgal)	\$3.66	\$3.70	\$3.75	\$3.85	\$4.00
Water Over/Under Recovery (Less Add'l Fees)		105.0%	101.9%	101.2%	101.3%
Water Over/Under Recovery (if No Rate Change)		103.8%	99.4%	96.3%	93.3%
Avg Water Bill @ 5,750 gal/month		\$32.28	\$32.81	\$33.89	\$35.25
Combined Recovery		FY23 COSS			
Avg Combined Water/Sewer Bill	\$69.44	\$70.23	\$71.01	\$72.83	\$74.94
% Increase		1.14%	1.12%	2.56%	2.89%
Combined Recovery		112.3%	107.1%	104.1%	101.8%
Combined Recovery (if No Rate Change)		111.5%	105.6%	100.8%	96.5%

Table 1 shows MWRD's rates from current FY24, proposed FY25 and future FY26-FY28. The table also shows the anticipated over/under recovery based on the rate design adjustments. The minimum monthly fees for residential customers is increasing by \$0.28 per month for both water and sewer (\$0.56 total) and the water commodity fee is proposed to go from \$3.66 per thousand gallons to \$3.70 per thousand gallons. This is expected to increase the average water bill by \$0.23 per month.

A proposed rate design for meter sizes 5/8" to 2" below by adjusting the minimum annually as tabulated below is estimated to recover 100.7% for FY24. Making the adjustments through FY26 in the table above estimates the water rate recovery at 99.9%.

Table 2: Proposed Minimum Monthly Water Charge Adjustments

Meter Size (INCH)	FY24 Total minimum	FY25 Proposed minimum	Difference	# of Accounts	Added Revenue
5/8"	\$10.72	\$11.00	\$0.28	25714	\$86,399
1"	\$22.37	\$23.04	\$0.67	568	\$4,574
1-1/2"	\$46.39	\$47.78	\$1.39	333	\$5,561
2"	\$72.49	\$74.66	\$2.17	436	\$11,378
3"	\$164.40	\$169.33	\$4.93	74	\$4,380
4"	\$328.80	\$338.66	\$9.86	22	\$2,604
> 6"	\$685.00	\$705.55	\$20.55	14	\$3,453
Total				27,161	\$118,349

Table 3: Proposed Minimum Monthly Sewer Charge Adjustments

Meter Size (INCH)	FY24 Total minimum	FY25 Proposed minimum	Difference	# of Accounts	Added Revenue
5/8"	\$10.72	\$11.00	\$0.28	49913	\$167,708
1"	\$27.98	\$28.82	\$0.84	1020	\$10,274
1-1/2"	\$61.90	\$63.76	\$1.86	368	\$8,201
2"	\$100.06	\$103.06	\$3.00	697	\$25,107
3"	\$252.70	\$260.28	\$7.58	79	\$7,187
4"	\$507.10	\$522.31	\$15.21	28	\$5,112
> 6"	\$1,058.30	\$1,090.05	\$31.75	65	\$24,764
Total				52,170	\$248,352

The proposed sewer rate for FY25 involves an increase in the minimum monthly fee for all meter sizes, an approximate 3% increase. No proposed commodity rate for sanitary sewer is being proposed; keeping it at its current rate of \$5.50 per thousand gallons.

The proposed water rate for FY25 involves an increase in the minimum monthly fee for all meter sizes, an approximate 3% increase. A minor commodity rate for water is being proposed; changing it from its current rate of \$3.66 per thousand gallons to \$3.70 per thousand gallons.

Annual Customer Class **Water** Consumption Growth, FY23 COSS, FY28 PF

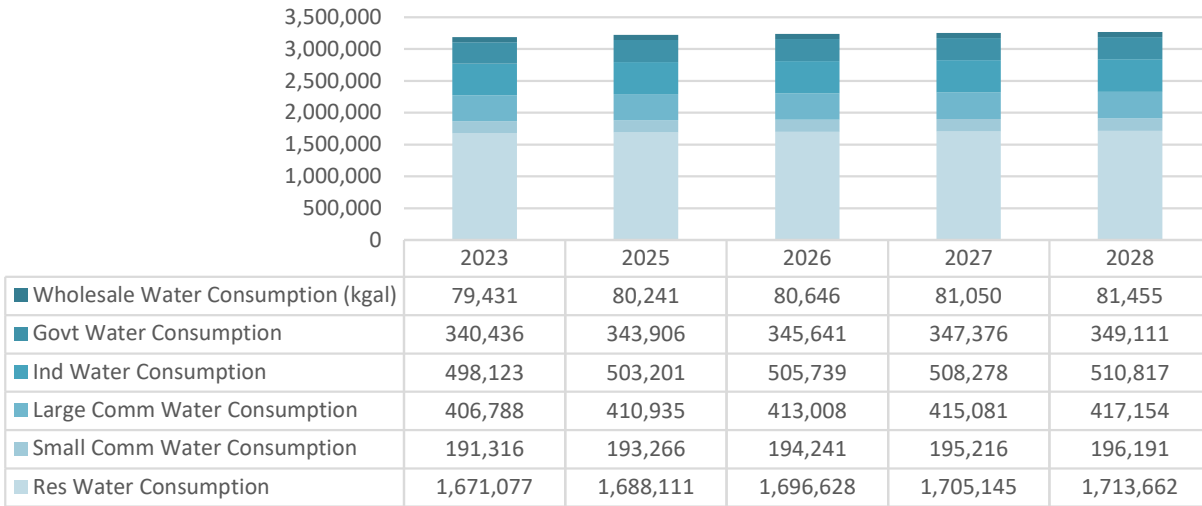


Table 4: Projected FY25 Water Commodity Revenue

	<i>Residential</i>	<i>Small Commercial</i>	<i>Large Commercial</i>	<i>Industrial</i>	<i>Gov't</i>	TOTAL
<i>kgal/yr</i>	8,517	975	2,073	2,539	1,735	15,839
<i>\$/yr</i>	\$31,513	\$3,608	\$7,671	\$9,393	\$6,420	\$58,605

Annual Customer Class **Sewer** Consumption Growth, FY23 COSS, FY28 PF

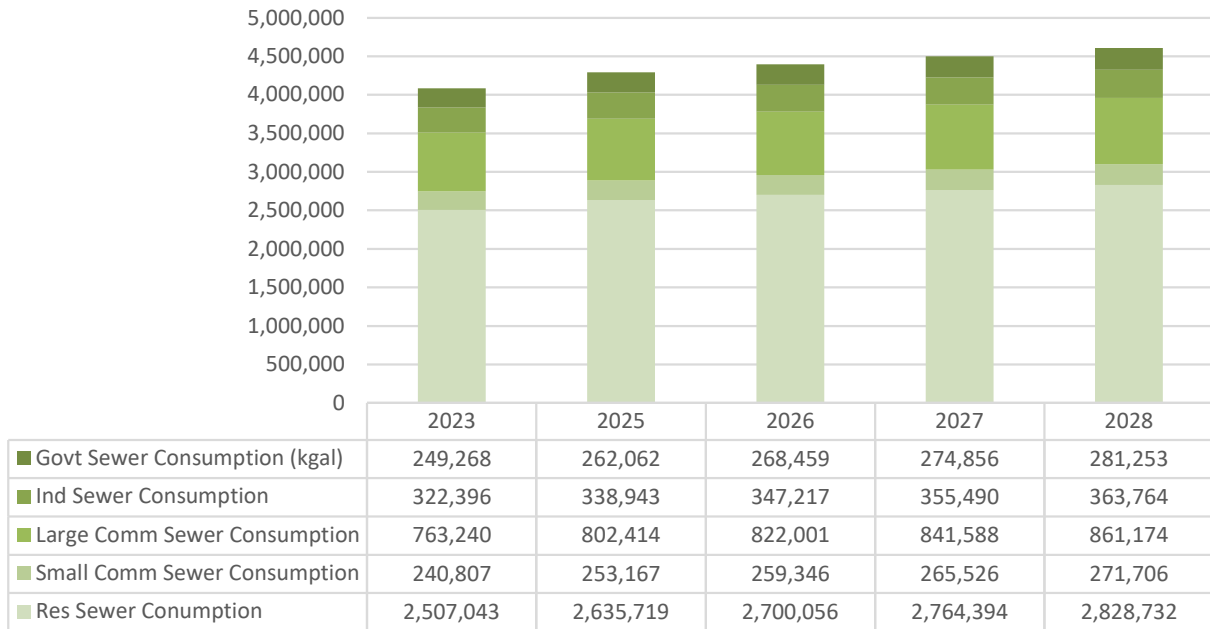


Table 5: Projected FY25 Sewer Commodity Revenue

	<i>Residential</i>	<i>Small Commercial</i>	<i>Large Commercial</i>	<i>Industrial</i>	<i>Gov't</i>	TOTAL
<i>kgal/yr</i>	64,338	6,180	19,587	8,274	104,775	203,153
<i>\$/yr</i>	\$353,857.93	\$33,988.83	\$107,727.92	\$45,504.76	\$576,262.50	\$1,117,342

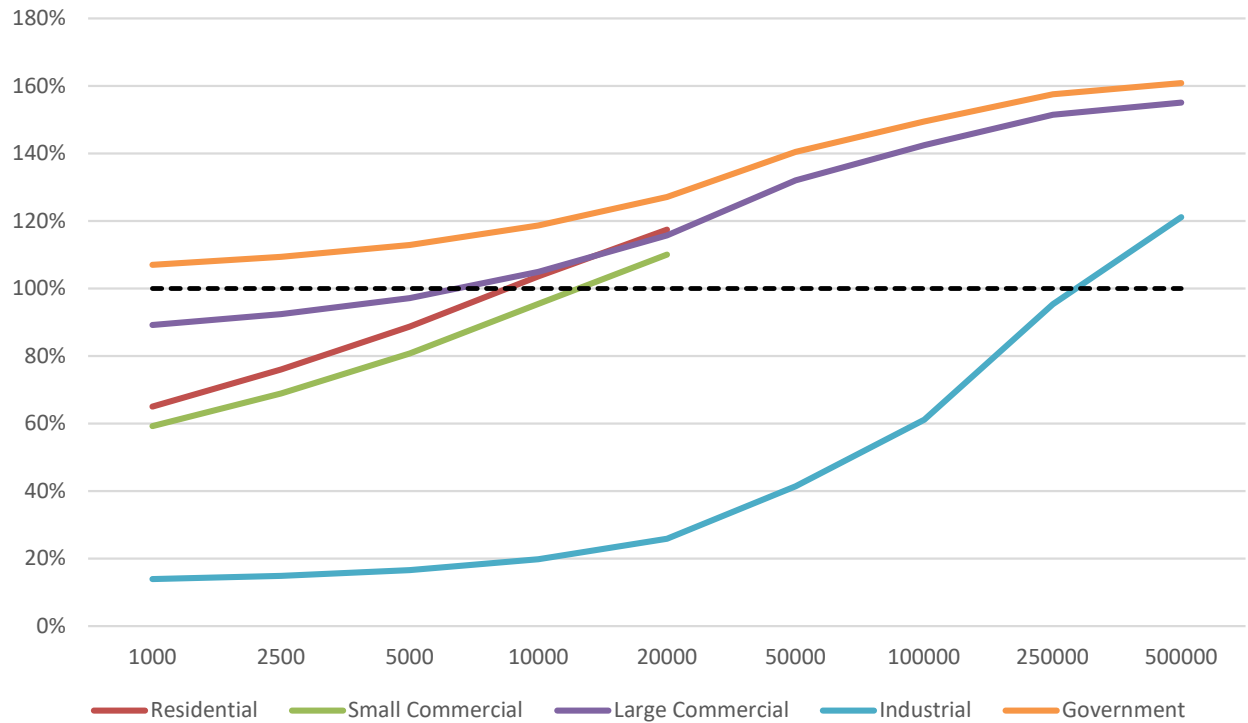


Table 6: Water Consumption and Billing Amounts (Averages & Needed for 100% Cost Recovery)

	Residential	Small Commercial	Large Commercial	Industrial	Government
Water gal/month for 100% Recovery (FY23 COSS Rate Design)	8,791	13,143	6,824	270,278	0
Avg. gal/month (FY23 COSS)	5,749	7,285	61,756	619,556	76,160
Monthly Water Bill to cover 100% (FY23 COSS)	\$36.35	\$46.22	\$216.46	\$1,865.85	\$251.87
Prop Avg. Monthly Bill (FY25)	\$33.31	\$40.90	\$293.26	\$2,389.80	\$368.18
Avg. Recovery	92%	88%	135%	128%	146%

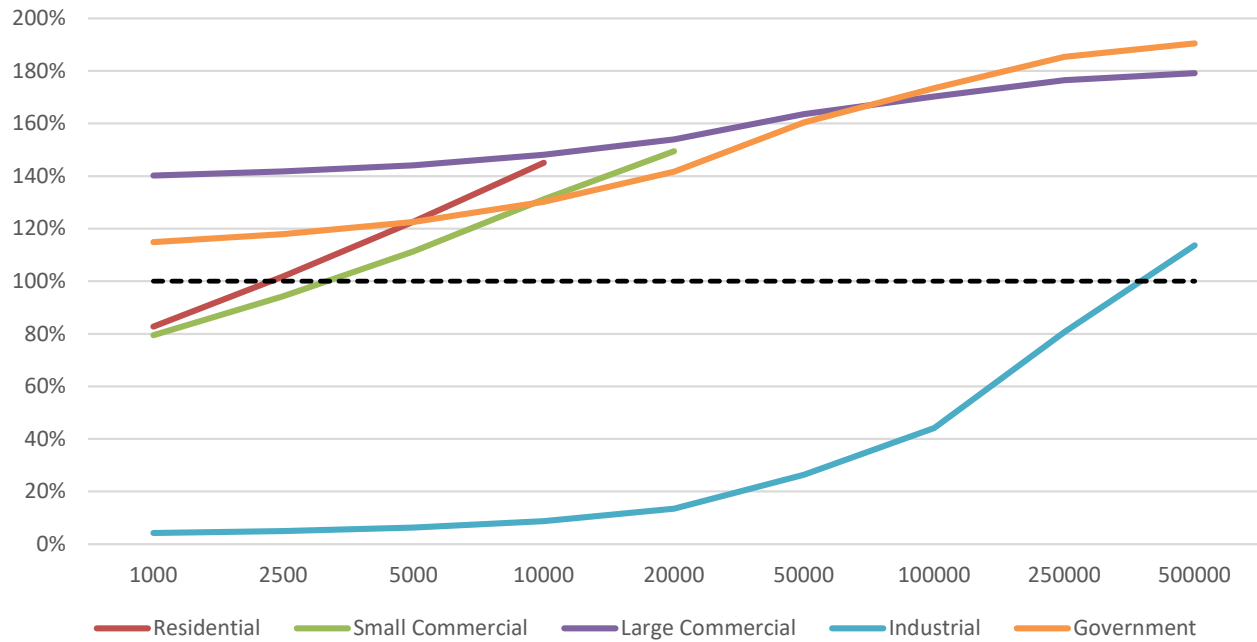


Table 7: Sewer Consumption and Billing Amounts (Averages & Needed for 100% Cost Recovery)

	Residential	Small Commercial	Large Commercial	Industrial	Government
Sewer gal/month for 100% Recovery (FY23 COSS Rate Design)	2,271	3,333	0	396,821	0
Avg. gal/month (FY23 COSS)	4,328	7,788	72,414	451,535	71,608
Monthly Sewer Bill to cover 100% (FY23 COSS)	\$30.04	\$47.26	\$333.67	\$2,319.34	\$306.29
Prop Avg. Monthly Bill (FY25)	\$35.45	\$58.59	\$558.29	\$2,523.02	\$512.98
Avg. Recovery	118%	124%	167%	109%	167%

The combined monthly residential water and sewer bill is \$70.23. This falls between a 2- and 3-person family household and is well under the affordability indexes illustrated in Chart 5 below (purple dots). The proposed FY24 rate design, when plotted against the combined recovery curves in Chart 5 below, demonstrates how the minimum fee is raised and the commodity fee slope is reduced.

Residential Rate Design Curves – Existing, Proposed, COSS and Pro Forma

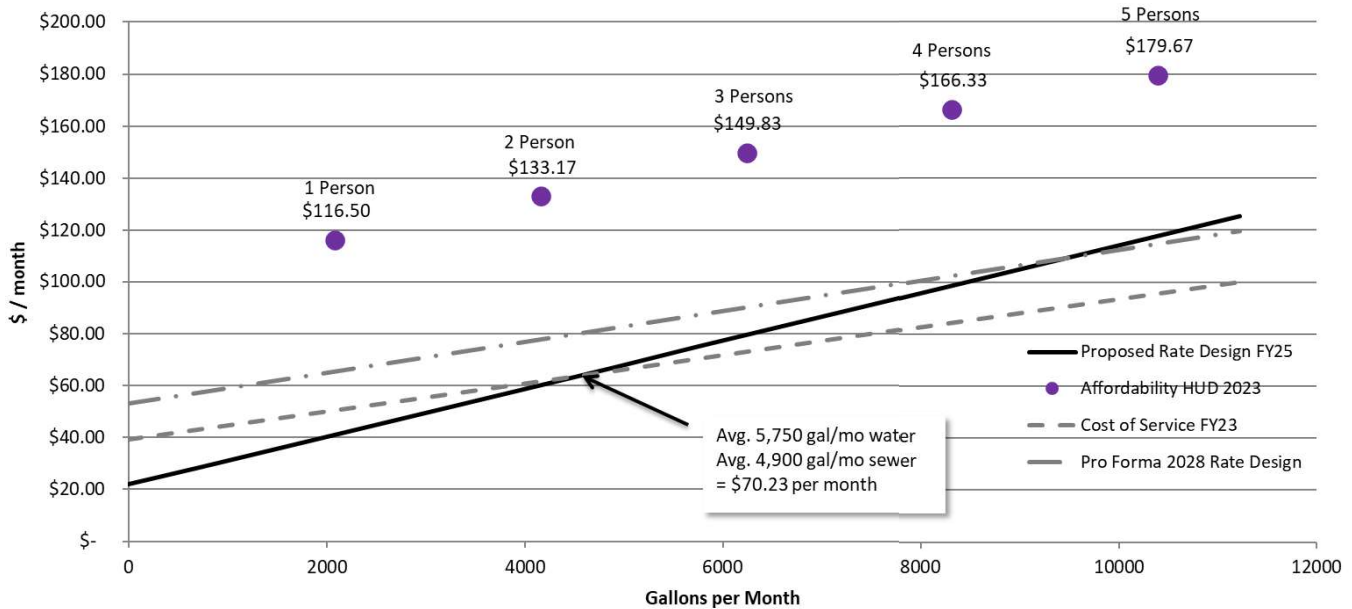


Chart 3 also demonstrates that MWRD’s current rate design meets the affordability index for 1-person through 5-person homes. The good news is that the pro forma for FY28 also meets the current 2023 HUD affordability indexes. Note however that the cost of service for FY23 and pro forma for FY28 do show the need to increase the minimum monthly fees rather substantially and flatten out the commodity charges.

The affordability limits above represent 4% of a very low-income earner (50% of median income) in Murfreesboro. The table below illustrates 2023 HUD housing limits. Median family income of 4 is established at \$99,800 per year, so 50% of median for a family of four is established as \$49,900 per year.

Table 8: HUD Very Low Income (50% Median) for 1-5 person households

	1 person	2 persons	3 persons	4 persons	5 persons
50% Median Family Income	\$34,950	\$39,950	\$44,950	\$49,900	\$53,900
4% annual	\$1,398	\$1,598	\$1,798	\$1,936	\$2,156
4% monthly	\$116.50	\$133.17	\$149.83	\$166.33	\$179.67

Staff is not recommending any changes to the system development charges (a.k.a., connection fees) for residential or nonresidential uses.

ORDINANCE 24-O-11 amending Chapter 33, Water Resources, Section 33-1 of the Murfreesboro City Code, dealing with water resources rates and charges.

WHEREAS, the City of Murfreesboro should have water and sewer rates, fees and charges which will generate sufficient funds to retire indebtedness for existing and planned capital improvements of the Water Resources Department and to meet its normal operating expenses; and,

WHEREAS, the City of Murfreesboro Cost of Service Study and Pro Forma prepared by Jackson Thornton Utilities determined the water rates were insufficient in meeting the system’s future revenue requirements; and,

WHEREAS, the Water Resources Board studied and decided to recommend these charges to the City Council on April 23, 2024.

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

SECTION 1. Section 33-1, Water Resources Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (B) Water rate and minimum bill, by deleting in its entirety and substituting in lieu thereof the following:

(B) *Water rate and minimum bill.* The water rate shall be \$3.70 per 1,000 gallons of metered water consumption (\$0.0037 per gallon) over the stated allowance per meter size. The minimum monthly bills applicable to all customers shall be based upon the following table:

MINIMUM MONTHLY WATER CHARGES

Meter Size	Charge*	Allowance, gallons
5/8 inch	\$11.00	-
1 inch	23.04	-
1 1/2 inch	47.78	-
2 inch	74.66	-
3 inch	169.33	-
4 inch	338.66	-
6 inch	705.55	-

*Tax not included

SECTION 2. Section 33-1, Water Resources Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (G) Sewer rates, by amending the table in subsection (1) as follows:

MINIMUM MONTHLY SEWER CHARGES

Meter Size	Charge	Allowance, gallons
5/8 inch	\$11.00	-
1 inch	28.82	-
1 1/2 inch	63.76	-
2 inch	103.06	-

3 inch	260.28	-
4 inch	522.31	-
6 inch	1090.05	-

SECTION 3. That this Ordinance shall take effect for bills printed on or after July 1, 2024 on its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Resolution 24-R-19 Truist Bank Credit Card Authorization

Department: Finance

Presented by: Amanda DeRosia, Interim Finance Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Resolution 24-R-19 revising the authorized employees with access to the commercial credit card account with Truist Bank.

Background Information

On July 29, 2021, Council adopted Resolution 21-R-28 designating certain City employees as authorized to access the commercial credit card account with Truist Bank. As there have been changes to personnel and positions since that resolution was adopted, it is necessary to adopt an updated resolution.

Resolution 24-R-19 names Interim City Recorder/Finance Director Amanda DeRosia and Budget Director Erin Tucker as the City employees authorized to access the commercial credit card account with Truist Bank.

Attachments

Resolution 24-R-19

RESOLUTION 24-R-19 designating certain officials as authorized to administer the commercial credit card account with Truist Bank.

WHEREAS, the City of Murfreesboro, Tennessee (the “City”) finds it operationally beneficial to enter into a commercial credit card account relationship with Truist Bank (“Bank”); and,

WHEREAS, Bank requires a resolution of the governing body designating certain City officials as holding authority to administer the commercial credit card account relationship; and,

WHEREAS, there have been changes to City personnel and organization since Resolution 21-R-28 approved on July 20, 2021 and the City desires to revise the agreement accordingly.

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

SECTION 1. The City has entered into a commercial credit card account ("Card Account") relationship with Truist Bank ("Bank").

SECTION 2. That any one of the officers or employees of the City listed below be and is hereby authorized to enter into, execute and deliver in the name of and on behalf of the corporation the agreements, documents, or other instruments deemed reasonable or necessary to establish and administer the Card Account; this corporation shall be bound by the terms and conditions of said agreements, documents, or other instruments as the same may be amended from time to time.

SECTION 3. That the City shall furnish to the Bank a certified copy of these resolutions, which resolutions shall continue in full force and effect until written notice of the rescission or modification of the same has been received by the Bank, and the Bank has had reasonable time to act on such notice, and shall furnish to the Bank the names and specimen signatures of the officer(s) named herein, and those persons from time to time holding such positions.

Name	Title	Signature
Amanda DeRosia	Interim City Recorder / Finance Director	_____
Erin Tucker	Budget Director	_____

SECTION 4. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Amanda DeRosia
Interim City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E54F9401...
Adam F. Tucker
City Attorney

CITY COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Proposed Annual Adjustment to Rental Rates

Department: Airport

Presented by: Chad L. Gehrke, Airport Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Proposed annual adjustment to the rental rates of various Airport facilities.

Staff Recommendation

Approve a 4% increase in rental rates of various airport facilities with a start date of July 1, 2024.

Background Information

The Municipal Airport Commission has for over two decades reviewed the rental rates for all hangars and tie-downs ensuring that the Airport is maintaining its finances properly and striving to achieve financial self-sufficiency. Last fiscal year the Airport Commission did not raise rental rates due to the pavement rehab project being undertaken that would limit access to the airfield. The Commission is recommending a 4% increase rates this year. The proposed adjustment is consistent with the Airport Commission's recent adjustments it has made on Commercial Operator Lease Agreements.

Council Priorities Served

Responsible budgeting

Review and adjustment of rental rates is necessary to maintain a financially viable and well-maintained airport.

Fiscal Impact

The proposed adjustments to rental rates will generate \$23,719 in additional revenue.

Attachments

Proposed Rental Rate Adjustment Spreadsheet

**Murfreesboro Municipal Airport
Proposed Adjustment of Rental Rents
As of July 1, 2024**

T-Hangar Rent	Current Rent	Proposed Adjustment	Rent 7/1/22	Revenue Generated
A, B, C	\$224	\$9	\$233	\$39,137
D, E	\$288	\$12	\$300	\$46,725
F, H	\$308	\$12	\$320	\$73,033
G	\$479	\$19	\$498	\$59,779
I and L West Side	\$361	\$14	\$375	\$49,558
I, K, L	\$373	\$15	\$388	\$97,756
J,	\$496	\$20	\$516	\$68,091
End Units Small	\$59	\$2	\$61	\$2,196
End Units Large	\$70	\$3	\$73	\$3,504
Tie-down Rent	\$71	\$3	\$74	\$42,940
Box Hangar 4	\$1,633	\$65	\$1,698	\$20,380
Revenue Increase				\$503,099

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Concrete and Storm Drainage Contract Award

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Award of Annual Concrete and Storm Drainage Contract.

Staff Recommendation

Approve the award of Annual Concrete and Storm Drainage Contract to Rollins Excavating Company, LLC.

Background Information

The City uses multiple annual contracts for repairing and maintaining public infrastructure. The annual concrete and storm drainage contract, which had a five-year term limit, expires this year. This new contract has a one-year term and can be renewed up to four additional years.

Staff advertised this contract and two bids were received on May 14th, 2024. The lowest responsible and responsive bid was submitted by Rollins Excavating in the amount of \$1,879,600. This contractor has successfully completed numerous concrete, storm drainage, and capital improvements projects under this annual contract for several years.

Council Priorities Served

Responsible Budgeting

Maintenance of City infrastructure protects the City’s investment in critical assets of the City, which is an important aspect of responsible budgeting.

Fiscal Impact

The primary funding source for the City Concrete and Storm Drainage Contract is from State Street Aid, which is the local share of the State’s gasoline tax. Additional funding is also obtained through the Storm Water User fee.

Attachments

Agreement for 2024-2025 City Concrete and Storm Drainage Contract.

MURFREESBORO, TENNESSEE

2024-2025 Concrete & Storm Drainage Contract

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) made this _____ day of _____, 2024, by and between Rollins Excavating Co., LLC, a limited liability company organized and existing under the laws of the State of Tennessee, hereinafter called the “Contractor,” and the City of Murfreesboro, Tennessee, hereinafter called the Owner or the City.

WITNESSETH:

That the Contractor and the Owner, for the considerations stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, and shall perform and complete all work required by Owner under the **2024-2025 CONCRETE & STORM DRAINAGE CONTRACT**, all in strict accordance with the Contract Documents including all addenda thereto, numbered Addendum #1 and dated April 23 2024, all as prepared by Owner. Owner and Contractor agree that it is Owner’s intent that Contractor provide a variety of improvements which, depending upon circumstances, may include related items for which a specific unit description is not given or price specified. In such event Owner and Contractor shall agree on the unit and its price with a Change Order before the work is begun.

ARTICLE 2. The Contract Price. The Owner shall pay the Contractor for each item of work in accordance with the Bid Price list submitted with the bid Proposal, which bid Price list is incorporated by this reference into this **2024-2025 Concrete & Storm Drainage Contract**. The Owner shall pay the Contractor for the performance of the Contract in current funds, subject to additions and deductions as provided in Section 14 of the General Conditions.

ARTICLE 3. General Provisions:

- a. **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.

- b. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- c. **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.
- d. **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.
- e. **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.
- f. **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.

- g. **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.
- h. **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 as may be specifically provided herein, 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.
- i. **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.
- j. **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.

- k. **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.
- l. **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.
- m. **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.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- | | | | |
|----|-----------------------------|----|-----------------------------------|
| a. | Invitation for Bids | f. | Supplementary Conditions [Part B] |
| b. | Information for Bidders | g. | Special Conditions |
| c. | Signed Copy of Bid Proposal | h. | Technical Specifications |
| d. | Signed Copy of Contract | i. | Special Provisions |
| e. | General Conditions | | |

This Agreement, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms a Contract between the parties hereto. In the event any provision of any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 4 shall govern, except as otherwise specifically stated.

[signatures to appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF MURFREESBORO By _____ Shane McFarland, Mayor	ROLLINS EXCAVATING CO., LLC By _____ Dela Rollins, Chief Manager
Approved as to Form: _____ Adam F. Tucker, City Attorney	Business Address (including zip code): 1468 Middle Tennessee Boulevard Murfreesboro, TN 37130

NOTE: Please indicate whether Contractor is Owner, Partnership, or Corporation. Print or type name beneath all signatures.

MURFREESBORO, TENNESSEE

2024-2025 Concrete & Storm Drainage Contract

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) made this _____ day of _____, 2024, by and between Rollins Excavating Co., LLC, a limited liability company organized and existing under the laws of the State of Tennessee, hereinafter called the “Contractor,” and the City of Murfreesboro, Tennessee, hereinafter called the Owner or the City.

WITNESSETH:

That the Contractor and the Owner, for the considerations stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, and shall perform and complete all work required by Owner under the **2024-2025 CONCRETE & STORM DRAINAGE CONTRACT**, all in strict accordance with the Contract Documents including all addenda thereto, numbered Addendum #1 and dated April 23 2024, all as prepared by Owner. Owner and Contractor agree that it is Owner’s intent that Contractor provide a variety of improvements which, depending upon circumstances, may include related items for which a specific unit description is not given or price specified. In such event Owner and Contractor shall agree on the unit and its price with a Change Order before the work is begun.

ARTICLE 2. The Contract Price. The Owner shall pay the Contractor for each item of work in accordance with the Bid Price list submitted with the bid Proposal, which bid Price list is incorporated by this reference into this **2024-2025 Concrete & Storm Drainage Contract**. The Owner shall pay the Contractor for the performance of the Contract in current funds, subject to additions and deductions as provided in Section 14 of the General Conditions.

ARTICLE 3. General Provisions:

- a. **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

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Sewer Allocation Variance- Joe B Jackson Parkway – Woodspring Suites

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

A proposed development request for additional density above the sewer allocation ordinance’s zoning allowance.

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 38 sfu’s for the proposed hotel.

Background Information

The Planning Department has conducted a due-diligence meeting with a developer for a proposed hotel to be located along the south side of Joe B Jackson Parkway east of Elam Farms Parkway. The property is zoned Heavy Industrial (H-I), which only allows 4.0 single family units (sfu) per acre.

The subject lot is ≈2.35 acres in size, allowing for only nine sfu. The anticipated usage is approximately 47 sfu; therefore, the proposed hotel requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development, pending improvements to the County Farm Pump Station. Staff recommends the requested variance is justified by the job creation and tax revenue.

Council Priorities Served

Improve economic development

The proposed hotel will create jobs within the community and provide the City and MWRD additional revenue. In addition, it will add to the lodging opportunities for the employment base along this corridor.

Concurrence

MWRD concurs with the request based on sewer system capacity, pending system improvements programmed into MWRD’s CIP, and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements,

once those improvements are constructed. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

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

Attachments

1. Request letter from applicant
2. Concept site plan
3. Memo from MWRD



Arnold Consulting Engineering Services, Inc.

P.O. Box 1338
Bowling Green, KY 42102

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

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

Ben Newman
Director of Land
Management & Planning
111 W. Vine Street
Murfreesboro, TN 37130
615-893-6441

RE: Allotted Sewer Capacity Variance Request Woodspring Suites Joe B Jackson Parkway (Tax Map 126, parcel 05.036)

Mr. Newman,

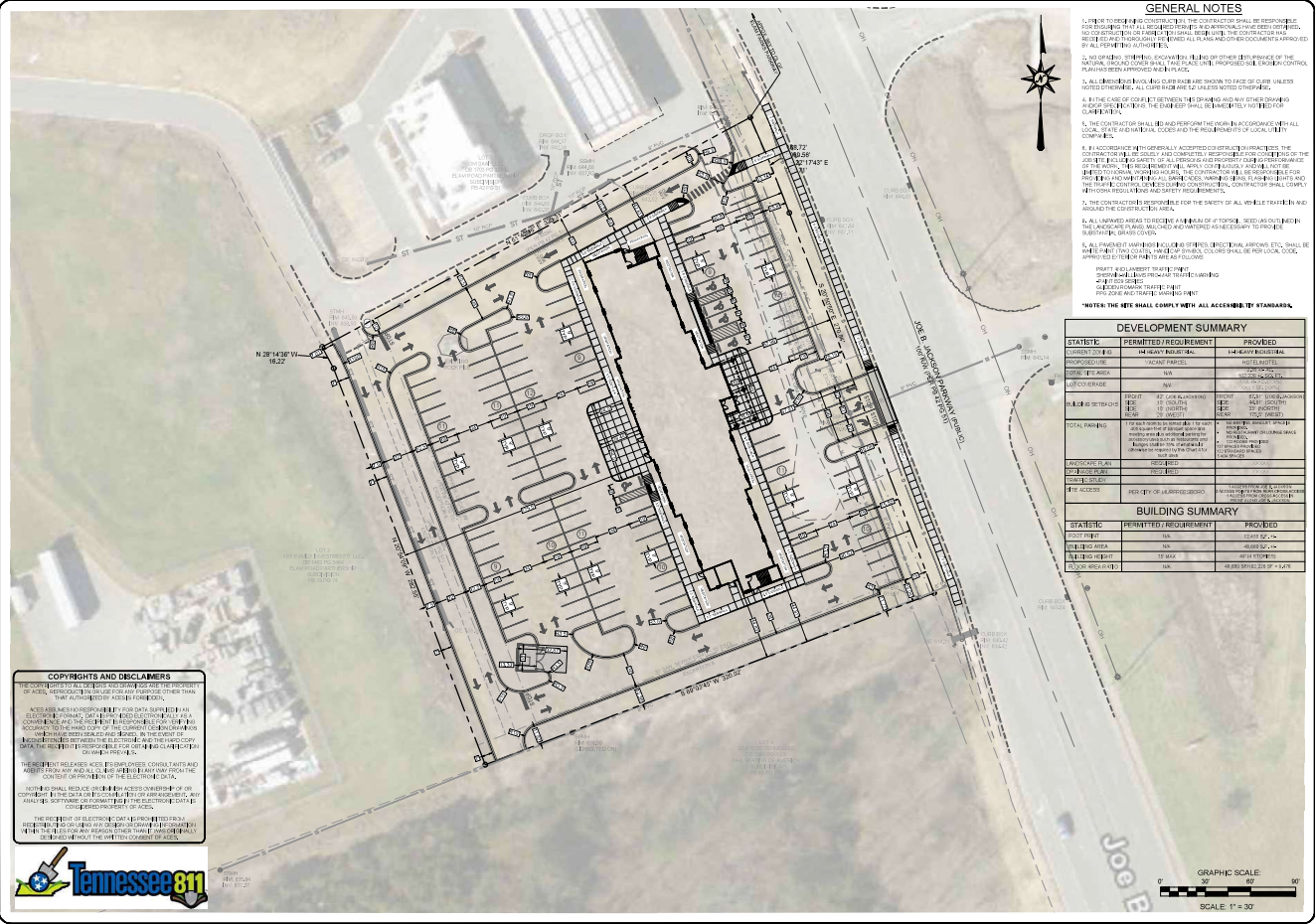
Athena Hospitality Group is proposing the construction of a 122 Room 48,660 SF +/- Woodspring Suites Hotel with 127 total parking spaces provided. Building height is 46' (4 Stories Tall). The proposed site is currently zoned H-I Heavy Industrial which permits Hotel/Motel Use as a use by right. Heavy Industrial zone is allotted (2,444 gpd or 9.4 single family units) based on (1040 gpd/acre of land = 2.35 acres X 1040 gpd = 2,444 gpd). Anticipated daily sewer demand for the proposed hotel is 12,300 gpd based on 100 gpd per room. We are seeking a variance approval for sewer capacity in the amount of $((12,300 \text{ gpd} - 2,444 \text{ gpd}) / 260 \text{ gpd} = 38 \text{ sfu's})$. For your use a copy of the proposed site plan for the site is attached here to. Should you have any questions, comments, or require any additional information please let me know.

Respectfully,

A handwritten signature in blue ink that reads 'Daniel N Whitley' with a long horizontal flourish extending to the right.

Daniel N Whitley
Arnold Consulting Engineering Services, Inc
Project Manager
Athena Hospitality Representative

Cc: Valerie Smith vsmith@murfreesborotn.gov
Holly Smyth hsmyth@murfreesborotn.gov
Anita Heck aheck@murfreesborotn.gov
David Pendley DPendley@murfreesborotn.gov
Greg McKnight gregmcknight@murfreesborotn.gov
Marshall Fall mfall@murfreesborotn.gov



GENERAL NOTES

1. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
2. NO SHIELDING OR OTHER DEVICES SHALL BE USED TO MITIGATE THE EFFECTS OF THE NATURAL SOUND ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
3. ALL OPERATIONS AND MAINTENANCE ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
5. ALL OPERATIONS AND MAINTENANCE ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
6. ALL OPERATIONS AND MAINTENANCE ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
8. ALL OPERATIONS AND MAINTENANCE ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
9. ALL OPERATIONS AND MAINTENANCE ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
10. ALL OPERATIONS AND MAINTENANCE ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.

DEVELOPMENT SUMMARY

STATISTIC	PERMITTED/REQUIREMENT	PROVIDED
CURRENT ZONE	14-HOUR INDUSTRIAL	14-HOUR INDUSTRIAL
PERMITTED	NO	NO
COMPLIANCE	NO	NO
COVERAGE	NO	NO
PERCENTAGE	NO	NO
TOTAL PARKING	NO	NO
PERMITTED	NO	NO
COMPLIANCE	NO	NO
COVERAGE	NO	NO
PERCENTAGE	NO	NO
PERMITTED	NO	NO
COMPLIANCE	NO	NO
COVERAGE	NO	NO
PERCENTAGE	NO	NO
PERMITTED	NO	NO
COMPLIANCE	NO	NO
COVERAGE	NO	NO
PERCENTAGE	NO	NO

BUILDING SUMMARY

STATISTIC	PERMITTED/REQUIREMENT	PROVIDED
CURRENT ZONE	14-HOUR INDUSTRIAL	14-HOUR INDUSTRIAL
PERMITTED	NO	NO
COMPLIANCE	NO	NO
COVERAGE	NO	NO
PERCENTAGE	NO	NO

REVISIONS

ATHENA WOODSPRING SUITES
JOE B. JACKSON PARKWAY
MURFREESBORO, TN 37127



JOB NUMBER: 24-2030-1
 DATE: 05/02/2024
 SCALE: 1" = 30'
 DRAWN BY: D. WHITLEY
 CHECKED BY: D. WHITLEY
 APPROVED BY: B. JACKERY

PRELIMINARY
 PLAN SET
 NOT APPROVED
 FOR CONSTRUCTION

C2
 SITE
 LAYOUT

COPYRIGHTS AND DISCLAIMERS

THIS DOCUMENT IS THE PROPERTY OF ACES ENGINEERING AND CONSTRUCTION, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ACES ENGINEERING AND CONSTRUCTION, INC.

ACES ENGINEERING AND CONSTRUCTION, INC. IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.

THE RECEIPT OF ELECTRONIC APPROVALS SHALL BE VALID FOR THE PROJECT AND SHALL BE VALID FOR THE PROJECT AND SHALL BE VALID FOR THE PROJECT.





... creating a better quality of life

MEMORANDUM

DATE: May 17, 2024

TO: Ben Newman

FROM: Valerie H. Smith

SUBJECT: Woodspring Suites Hotel-Joe B Jackson Pkwy
Sewer Allocation Ordinance (SAO)
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows, pending system improvements programmed into the Departments CIP, 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 2023 Sewer Allocation report, this Basin MF12A currently does not have capacity for any connections. By committing sewer service to this development, the County Farm Pump Station (CFPS) must be upgraded by increasing the pumping capacity from 690 gpm to 1300 gpm as well as install an on-site generator. There is capacity downstream of the CFPS. Please note that while each building is counted as one sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 12,300 gallons per day (gpd) or 47 sfu's, resulting in a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Per the existing Heavy Industrial zoning (allotted 4.0 sfu/acre) and acreage, 2.35 acres, the property is allowed 9 sfu's. Therefore, the development is requesting a variance of 38 sfu's.

The Joe B. Jackson corridor is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Purchase of LED High Mast Lighting

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

- Ordinance
- Resolution
- Motion
- Direction
- Information

Summary

Purchase of LED High Mast Lighting for 145 streetlights at the I-24/New Salem and I-840/Broad St intersections from Graybar Electric Company, Inc.

Staff Recommendation

Approve purchase agreement with Graybar Electric.

Background Information

On April 18, 2024, Council approved the Terms and Conditions for a Department of Energy Efficiency and Conservation Block Grant (EECBG) allocation for an awarded amount of \$190,230. Staff issued an ITB and Graybar Electric was selected as the lowest responsible bid. Staff seeks to upgrade high mast lighting at the I-24/New Salem and I-840/Broad St intersections, which is an existing CIP project, by retrofitting LED technology. This upgrade will improve energy usage and night visibility for enhanced safety. The new lighting will earn the City TVA credits in the amount of \$15,551 that will be credited to the City's electric bills over 12 months.

The total project cost is \$174,290. The City received a federal funding allocation of \$190,230 from the Department of Energy's EECBG funding, therefore, this purchase is 100% federally funded.

Council Priorities Served

Responsible budgeting

Use of federal appropriations and incentives reduces the need for local funds.

Fiscal Impact

This purchase is 100% federally funded.

Attachments

Purchase Agreement with Graybar Electric

Agreement for High Mast Lighting

This Agreement is entered into and effective as of _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Graybar Electric Company Inc**, a corporation of the State of New York ("Contractor").

This Agreement consists of the following documents:

- This document
- Attachment A – Federal Clauses
- United States Department of Energy's Energy Efficiency and Conservation Block Grant ("EECBG") Program Award to the City (the "EECBG Award")
- ITB-41-2024 – "**High Mast Lighting**", issued April 16, 2024 (the "Solicitation");
- Contractor's Proposal, dated April 30, 2024 ("Contractor's Proposal");
- Contractor's Price Proposal, dated April 30, 2024 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, the EECBG Award
- Second, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Third, this Agreement (to include Attachment A – Federal Clauses);
- Fourth, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase one hundred forty-five (145) **High Mast Lighting Fixtures** based on Contractor's Proposal, Price Proposal and the specifications set forth in "ITB-41-2024 –High Mast Lighting."

2. Term.

The term of this Agreement commences on the Effective Date first listed above and expires in three (3) months, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore,

and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Payment and Delivery.

The price for the services and other items to be provided under this Agreement is set forth in the Price Proposal, reflecting a unit price of \$1,202.00 for a **total purchase price of \$174,290.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to msmithson@murfreesborotn.gov.

- 4. **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.
- 5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
- 6. **Warranty.** Unless otherwise specified, every item quoted shall have a warranty as provided in the Contractor's Proposal. Contractor shall take necessary steps to ensure that any manufacturer or other warranty is properly transferred, assigned, and/or inures to the benefit of the City at the time of delivery.
- 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.

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

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

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

III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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 Contractor:
Graybar Electric Company,
Inc.
Attn: Carey Smith
825 8th Avenue South
Nashville, TN 37203
615-743-3207
Carey.Smith@graybar.com

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the 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.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this 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.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of

a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

- 16. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 17. Integration.** This 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.
- 18. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 19. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 20. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 21. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. 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.

[signatures to appear on following page]

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

Graybar Electric Company Inc.

DocuSigned by:
By: Justin Meyers _____
Justin Meyers, Branch Manager

Approved as to form:

DocuSigned by:
Adam F. Tucker _____
Adam F. Tucker, City Attorney

Attachment A

FEDERAL GRANT FUNDS

- **CONFLICT OF INTEREST - 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.

- **SUSPENSION & DEBARMENT** - Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - a. The awarded Proposer shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by an Federal department or agency to be:
 1. Debarred from participation in any federally assisted Award;
 2. Suspended from participation in any federally assisted Award;
 3. Proposed for debarment from participation in any federally assisted Award;
 4. Declared ineligible to participate in any federally assisted Award;
 5. Voluntarily excluded from participation in any federally assisted Award; or
 6. Disqualified from participation in any federally assisted Award.
 - b. By signing submitting a Proposal, Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in

Attachment A

its lower tier covered transactions.

- **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply for bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- **CIVIL RIGHTS COMPLIANCE**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.
- **CIVIL RIGHTS REQUIREMENTS**.
 - a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
 - b. Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, awarded Proposer shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Attachment A

Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Contract. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

c. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Contractor shall refrain from discrimination against present and prospective employees for reason of age.

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

- Clause 10, If City makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

- **2 CFR 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

The City of Murfreesboro in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 41 U.S.C. 2000d to 2000d-4 hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (“DBE’s”) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, national origin, or handicap in consideration for an award.

- **DOMESTIC PREFERENCES FOR PROCUREMENTS.** (2 CFR § 200.322)

(a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, 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).

(b) For purposes of this clause:

(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.

Attachment A

(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.

- **BONDING REQUIREMENTS.** (2 CFR § 200.326)

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (\$250,000), 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 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.

- **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** (all prime construction contracts in excess of \$2,000 awarded by non-Federal entities) Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must 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, contractors must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor can be found in the solicitation. Award of the contract or subcontract is conditioned upon the acceptance of the wage determination. The City will report all suspected or reported violations to the Federal awarding agency.

- **COPELAND "ANTI-KICKBACK" ACT.** Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that each contractor or subrecipient must be 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. The City will report all suspected or reported violations to the Federal awarding agency.

Attachment A

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**. Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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. 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.
- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323)**. Contractor 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.
- **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216)**.

Attachment A

(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.

(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.

- **RECORDKEEPING REQUIREMENTS.** The City must maintain records and financial documents for five years after all funds have been expended or returned to the Department of Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

The City must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

- **SINGLE AUDIT REQUIREMENTS.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.7

Attachment A

Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website: <https://www.whitehouse.gov/omb/office-federal-financial-management/> Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

- **COMPLIANCE WITH APPLICABLE LAW & REGULATIONS.**

Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- Generally applicable federal environmental laws and regulations.
- Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis

Attachment A

- of race, color, or national origin under programs or activities receiving federal financial assistance;
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- **HATCH ACT**. The City agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
 - **PUBLICATIONS**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Murfreesboro by the U.S. Department of the Treasury."
 - **PROTECTIONS FOR WHISTLEBLOWERS**. The City shall inform its employees in writing of the rights and remedies provided under clause 16 of the Grant Agreement, in the predominant native language of the workforce. Specifically, clause 16 states:
 - In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - The list of persons and entities referenced in the paragraph above includes the following:
 - A member of Congress or a representative of a committee of Congress;
 - An Inspector General;
 - The Government Accountability Office;
 - A Treasury employee responsible for contract or grant oversight or management;

Attachment A

- An authorized official of the Department of Justice or other law enforcement agency;
 - A court or grand jury; or
 - A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
-
- **INCREASING SEAT BELT USE IN THE UNITED STATES**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

 - **REDUCING TEXT MESSAGING WHILE DRIVING**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Special Terms and Conditions

Entity Name: City of Murfreesboro (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) ¹
Attachment 2	NEPA Determination ²

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

¹ The FARC will be provided at a later date.

² The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

Table of Contents

Subpart A. General Provisions	4
Term 1. Legal Authority and Effect	4
Term 2. Flow Down Requirement	4
Term 3. Compliance with Federal, State, and Municipal Law	4
Term 4. Inconsistency with Federal Law	4
Term 5. Federal Stewardship	4
Term 6. NEPA Requirements	4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	5
Term 8. Reporting Requirements	5
Term 9. Lobbying.....	5
Term 10. Publications	5
Term 11. No-Cost Extension	6
Term 12. Property Standards.....	6
Term 13. Insurance Coverage	6
Term 14. Real Property	7
Term 15. Equipment	7
Term 16. Supplies.....	8
Term 17. Property Trust Relationship	8
Term 18. Record Retention.....	8
Term 19. Audits.....	8
Term 20. Indemnity.....	9
Term 21. Foreign National Participation	9
Term 22. Post-Award Due Diligence Reviews	9
Subpart B. Financial Provisions	10
Term 23. Maximum Obligation.....	10
Term 24. Refund Obligation.....	10
Term 25. Allowable Costs	10
Term 26. Decontamination and/or Decommissioning (D&D) Costs.....	10
Term 27. Use of Program Income	10
Term 28. Payment Procedures	11
Term 29. Budget Changes	11
Subpart C. Miscellaneous Provisions	12
Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities	12
Term 31. System for Award Management and Universal Identifier Requirements	12
Term 32. Nondisclosure and Confidentiality Agreements Assurances	14
Term 33. Contractor Change Notification	15
Term 34. Recipient Integrity and Performance Matters.....	16
Term 35. Export Control.....	18
Term 36. Interim Conflict of Interest Policy for Financial Assistance.....	18
Term 37. Organizational Conflict of Interest.....	18
Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.....	19
Term 39. Human Subjects Research	20
Term 40. Fraud, Waste and Abuse	21
Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements	21
Term 41. Reporting, Tracking and Segregation of Incurred Costs	21

Term 42. Davis-Bacon Requirements	22
Term 43. Buy American Requirement for Infrastructure Projects	23
Term 44. Affirmative Action and Pay Transparency Requirements	29
Term 45. Potentially Duplicative Funding Notice	29
Term 46. Transparency of Foreign Connections.....	29
Term 47. Foreign Collaboration Considerations	30

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subcontractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):

NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions**Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements**A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.³
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

³ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included in the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal 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.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engine wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

⁴ See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8c6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations


- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

DocuSigned by:

A2F6A4BF7CD74E7...
Authorized Signature 4/19/2024
Date

Name: Shane McFarland
Title: Mayor
Entity Name: City of Murfreesboro

DocuSigned by:
APPROVED AS TO FORM

49A2035E54E9401
Adam P. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 5/23/2024

Item Title: Contract with TDOT for Matching Transit Facility Funds

Department: Transportation (Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contract with TDOT for \$532,172 to match federal grant for capital expenses related to the Transit Facility development and route planning.

Staff Recommendation

Approve Contract with TDOT for matching transit facility funds.

Background Information

This proposed contract replaces a previously approved contract from FY21 which has since expired. The State funds provide half of the 20% match required in the federal grant; the remaining match is paid by the City.

Council Priorities Served

Responsible budgeting

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


Fiscal Impacts

These funds are appropriately accounted for in the department budget.

Attachments:

Grant Contract TDOT Project #755307-S3-035

TDOT PROJECT NO.: 755307-S3-035
 FTA PROJECT NO.: TN2017-052-05

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 1/1/2021		End Date 6/30/2025		Agency Tracking # 40100-51260	
Grantee Legal Entity Name City of Murfreesboro				Edison ID 4110	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number # Grantee's fiscal year end June 30			
Service Caption (one line only) FFY 2014, 2017, 2019, 2020 – 5307 Urbanized Area Program – Capital and Planning Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$532,172.00				\$532,172.00
TOTAL:	\$532,172.00				\$532,172.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

Address # 12

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital assistance, and for transportation related planning. Specifically, the funds will be used for capital and planning assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
 - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2021 ("Effective Date") and ending on June 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Thirty-two Thousand, One Hundred Seventy-two Dollars and No Cents

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

(\$532,172.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite1200
Nashville, Tennessee 37243

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

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Brenden Henderson, Transit Grants Financial Analyst
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

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

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

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

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

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

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

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

E. SPECIAL TERMS AND CONDITIONS:

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

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

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

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

- E.5. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
 - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
 - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
 - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):
- For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State’s share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR **DATE**

DocuSigned by:
Adam Tucker 5/9/2024

ADAM TUCKER, CITY ATTORNEY **DATE**
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER **DATE**

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

TDOT PROJECT NO.: 755307-S3-035
FTA PROJECT NO.: TN2017-052-05

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$516,264.00	\$4,130,078.00	\$516,264.00	\$516,256.00	\$5,162,598.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT	\$15,908.00	\$127,249.00	\$15,908.00	\$15,907.00	\$159,064.00
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$532,172.00	\$4,257,327.00	\$532,172.00	\$532,163.00	\$5,321,662.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755307-S3-035
 FTA PROJECT NO.: TN2017-052-05

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$516,264.00	\$4,130,078.00	\$516,264.00	\$516,256.00	\$5,162,598.00
TOTAL	\$516,264.00	\$4,130,078.00	\$516,264.00	\$516,256.00	\$5,162,598.00

Line Item Detail For: PLANNING	State	Federal	Grant Contract	Grantee	Total Project
44.00.S0 Planning - TDOT	\$15,908.00	\$127,249.00	\$15,908.00	\$15,907.00	\$159,064.00
TOTAL	\$15,908.00	\$127,249.00	\$15,908.00	\$15,907.00	\$159,064.00

COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Oakland Court Stormwater Participation Invoice, Murfreesboro Housing Authority

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider reimbursing the Murfreesboro Housing Authority the costs associated with constructing street-side bioswales along North Academy Street in Oakland Court.

Staff Recommendation

Approve reimbursement to the Housing Authority for the construction costs associated with constructing stormwater control measures.

Background Information

In 2020, Council approved stormwater fund participation reimbursement for up to \$150,000 for retrofits involving street-side rain gardens (bioswales) in conjunction with the redevelopment of Murfreesboro Housing area now known as Oakland Court. However, due to an increase in prices, additional materials, and site constraints the actual cost increased substantially from the projected amount to \$309,137. Additionally, an extensive punch list and changes in contracting personnel delayed the invoice payment request.

City staff encouraged the installation of the bioswales because they provide additional stormwater treatment in a priority catchment draining to Sinking Creek. Also, the project marks Murfreesboro’s first public “green street” where vegetative features treat stormwater runoff and provide benefits of nature between the sidewalk and road. Stormwater streetscapes like these are found in other Tennessee cities.

Council Priorities Served

Establish strong City brand

Redevelopment of the downtown area with rain gardens on streetscapes in conjunction with the City’s new housing project reinforces the high standards of development the City expects involving aesthetics and water quality infrastructure.

Expand infrastructure

Constructing stormwater control measures that treat stormwater runoff to improve water quality entering the City’s waterways and streams is a long-term strategy that affords the City potential growth opportunities involving adherence to antidegradation criteria and Total Maximum Daily Loading (TMDL) in our receiving stream.

Fiscal Impact

The increase in expense, or \$159,137, would be funded with the stormwater fund working capital reserves.

Attachments

- Murfreesboro Housing Authority invoice.
- Photos, N. Academy Street constructed swales.

Invoice

October 1, 2023

Invoice # 100123

Murfreesboro Housing Authority
415 N. Maple Street
Murfreesboro, TN 37130
615-893-9414

Bill To:
City of Murfreesboro
Murfreesboro, TN 37130
Attn: Sam Huddleston

DESCRIPTION	AMOUNT
North Academy Bioswale - per attached	\$ 309,137.00
Total this invoice	\$309,137.00

Total Due \$ 309,137.00



N Academy Bioswale Pricing

DIRECT SUBCONTRACTOR COSTS

ITEM / DESCRIPTION	MATERIAL		LABOR		EQUIPMENT		TOTAL		
	QTY.	UNIT	COST	HOURS	RATE	TOTAL		UNITS	RATE
Excavator (4 weeks)			\$0.00			\$0.00	160	\$250.00	\$40,000.00
Mini Dump (4 Weeks)			\$0.00			\$0.00	160	\$150.00	\$24,000.00
Fabric And Pipe Labor (2 men at 4 weeks)			\$0.00			\$11,200.00			\$11,200.00
6" Perforated Pipe Pipe (52.34 LF)	815	\$2.34	\$1,907.10			\$0.00			\$1,907.10
57 stone	125	\$28.00	\$3,500.00	320.0	\$35.00 /hr	\$0.00			\$3,500.00
67 Stone	63	\$30.00	\$1,890.00			\$0.00			\$1,890.00
Impermeable Liner	5	\$540.00	\$2,700.00			\$0.00			\$2,700.00
Filter Fabric	2	\$1,237.00	\$2,474.00			\$0.00			\$2,474.00
Media	838	\$75.00	\$62,850.00			\$0.00			\$62,850.00
Mulch	84	\$85.00	\$7,140.00			\$0.00			\$7,140.00
Plantings and Irrigation	1	\$52,689.00	\$52,689.00	924.0	\$45.00 /hr	\$41,580.00			\$94,269.00
Concrete at Leveling pads			\$0.00			\$0.00			\$0.00
Labor for Curb Cuts	30	\$180.00	\$5,400.00	160.0	\$45.00 /hr	\$7,200.00			\$12,600.00
			\$0.00	80.0	\$35.00 /hr	\$2,800.00			\$2,800.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
SUBTOTALS:			\$140,550.00			\$62,780.00			\$64,000.00
Subtotal (Direct Costs):									\$267,330.00
Sales Tax (material only):							9.75%		\$13,703.63
Subtotal:									\$13,703.63
Overhead & Profit:							10.00%		\$28,103.36
Direct Costs Subtotal:									\$309,137.00

OAKLAND COURT
REDEVELOPMENT

PROJECT NO. 190306
DATE: 11/14/19
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

CONTRACT NO. [Number]
OWNER: [Name]
DESIGNER: [Name]

PROJECT LOCATION: [Address]
CITY: [City]
STATE: [State]

DATE: [Date]
SCALE: [Scale]

PROJECT NO. [Number]
DATE: [Date]

OWNER: [Name]
DESIGNER: [Name]

PROJECT NO. [Number]
DATE: [Date]

NOTES

1. Review all utility records for this site. The City of Hawthorne has provided utility records for this site. The contractor shall verify the location and depth of all utilities before construction.
2. The contractor shall be responsible for obtaining all necessary permits from the City of Hawthorne and the State of California.
3. The contractor shall be responsible for obtaining all necessary approvals from the City of Hawthorne and the State of California.

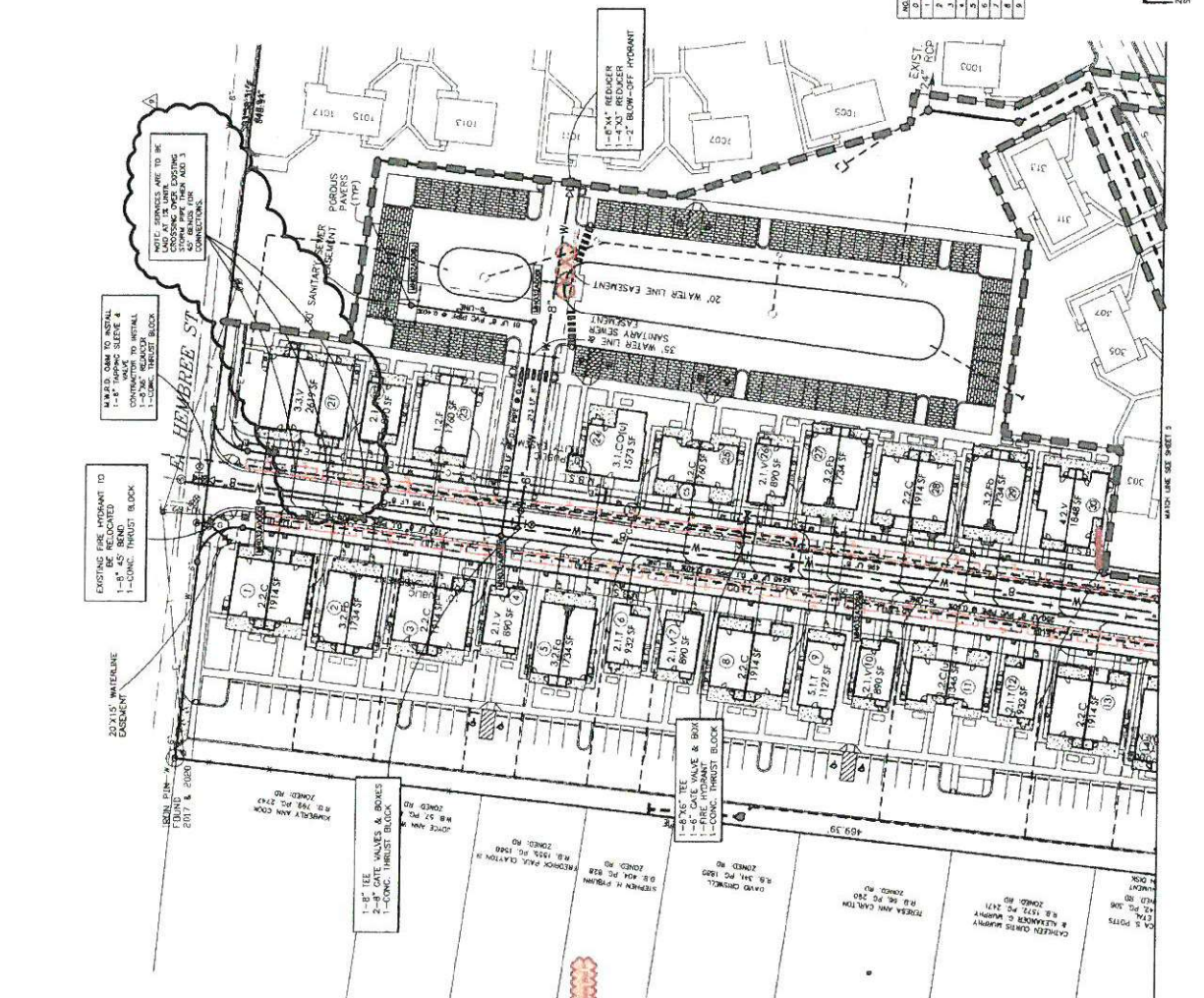
EXISTING UTILITIES TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING UTILITIES TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

NO.	DATE	DESCRIPTION
1	11-17-19	ORIGINAL ISSUE
2	11-18-19	REVISED CITY STAFF COMMENTS
3	11-21-19	REVISED CITY STAFF COMMENTS
4	11-27-19	REVISED CITY STAFF COMMENTS
5	12-03-19	REVISED CITY STAFF COMMENTS
6	12-10-19	REVISED CITY STAFF COMMENTS
7	12-17-19	REVISED CITY STAFF COMMENTS
8	12-24-19	REVISED CITY STAFF COMMENTS
9	12-31-19	REVISED CITY STAFF COMMENTS
10	01-07-20	REVISED CITY STAFF COMMENTS



HS HUDDLESTON-STEEL
SANITARY SEWER & WATER LINES PLAN
OAKLAND COURT
PHASE I CONSTRUCTION PLAN



EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

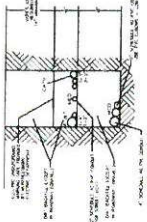
EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

EXISTING FIRE HYDRANT TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE CITY OF HAWTHORNE AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

OAKLAND COURT REDEVELOPMENT

DATE	11/15/2017
PROJECT NO.	17-0001
CLIENT	MC CARTY ARCHITECTS
LOCATION	1120 E LOKEY AVE, OAKLAND, CA 94607
DESCRIPTION	REDEVELOPMENT OF EXISTING BUILDINGS
SCALE	AS SHOWN
PROJECT MANAGER	JOHN MC CARTY
DESIGNER	JOHN MC CARTY
CHECKED BY	JOHN MC CARTY
DATE	11/15/2017



UTILITY TRENCH (ASST TO ROAD)

NOTE: SEE GENERAL NOTES FOR DETAILS OF THE UTILITY TRENCH.

1. TRENCH SHALL BE 48" DEEP AND 24" WIDE.

2. TRENCH SHALL BE 48" DEEP AND 24" WIDE.

3. TRENCH SHALL BE 48" DEEP AND 24" WIDE.

4. TRENCH SHALL BE 48" DEEP AND 24" WIDE.

5. TRENCH SHALL BE 48" DEEP AND 24" WIDE.

REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/2017	ISSUED FOR PERMIT
2	11/15/2017	ISSUED FOR PERMIT
3	11/15/2017	ISSUED FOR PERMIT
4	11/15/2017	ISSUED FOR PERMIT
5	11/15/2017	ISSUED FOR PERMIT

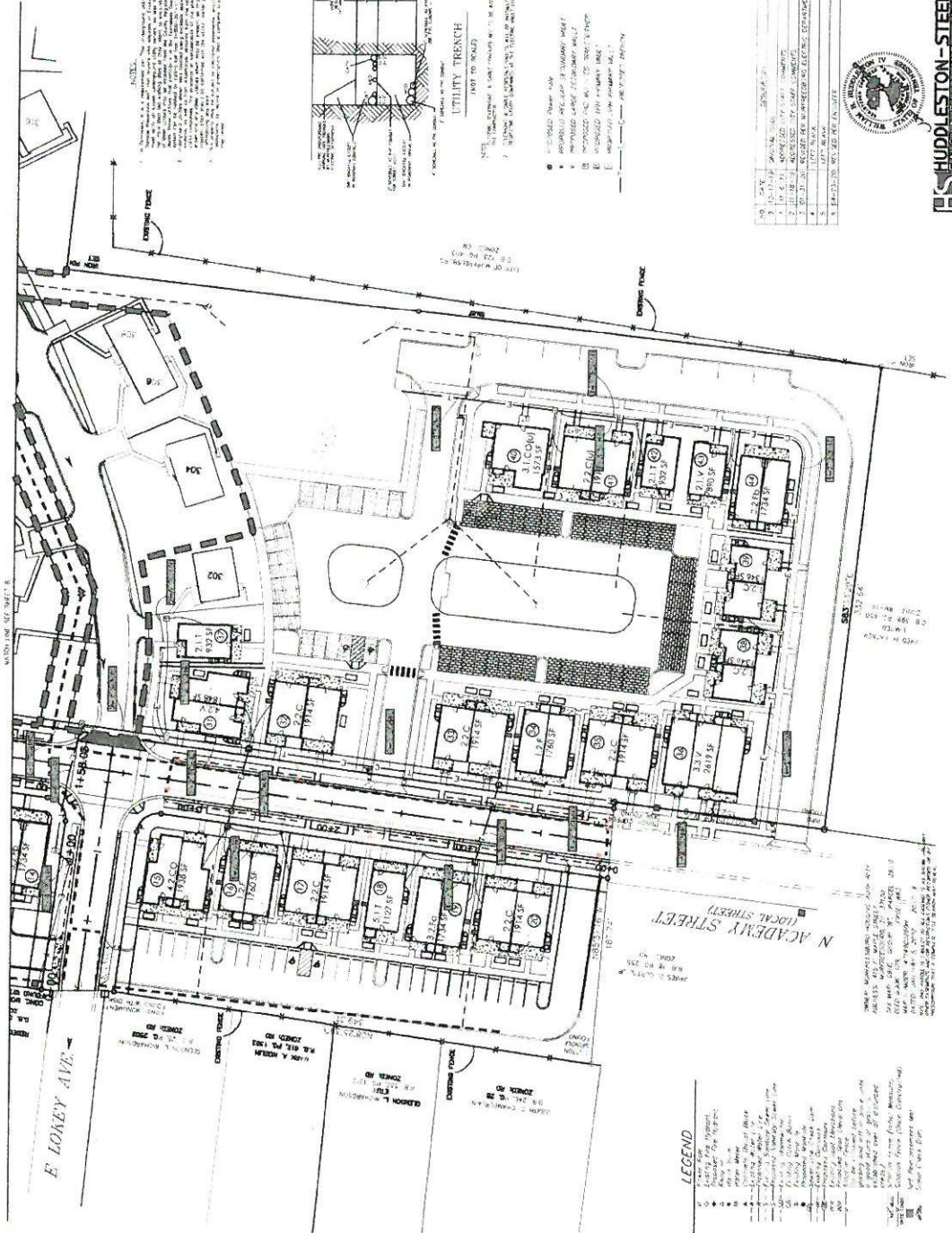


J.S. HUDDLESTON-STEELE
ENGINEERING INC.
1000 W. 14TH ST., SUITE 100
OAKLAND, CA 94612
TEL: 415.778.8888
FAX: 415.778.8889

PLAN
ELECTRIC, TELEPHONE, & CABLE TV

OAKLAND COURT
PHASE 1 CONSTRUCTION PLAN

2016 CIVIL DISTRICT - RICHMOND COUNTY - TX



LEGEND

- 1. EXISTING BUILDING
- 2. PROPOSED BUILDING
- 3. EXISTING UTILITY
- 4. PROPOSED UTILITY
- 5. EXISTING TELEPHONE
- 6. PROPOSED TELEPHONE
- 7. EXISTING CABLE TV
- 8. PROPOSED CABLE TV
- 9. EXISTING DRIVEWAY
- 10. PROPOSED DRIVEWAY
- 11. EXISTING SIDEWALK
- 12. PROPOSED SIDEWALK
- 13. EXISTING DRIVE
- 14. PROPOSED DRIVE
- 15. EXISTING STREET
- 16. PROPOSED STREET
- 17. EXISTING FENCE
- 18. PROPOSED FENCE
- 19. EXISTING WALL
- 20. PROPOSED WALL
- 21. EXISTING CURB
- 22. PROPOSED CURB
- 23. EXISTING LANDSCAPE
- 24. PROPOSED LANDSCAPE
- 25. EXISTING TREE
- 26. PROPOSED TREE
- 27. EXISTING SIGN
- 28. PROPOSED SIGN
- 29. EXISTING LIGHT
- 30. PROPOSED LIGHT
- 31. EXISTING PAVEMENT
- 32. PROPOSED PAVEMENT
- 33. EXISTING GRAVEL
- 34. PROPOSED GRAVEL
- 35. EXISTING ASPHALT
- 36. PROPOSED ASPHALT
- 37. EXISTING CONCRETE
- 38. PROPOSED CONCRETE
- 39. EXISTING MASONRY
- 40. PROPOSED MASONRY
- 41. EXISTING METAL
- 42. PROPOSED METAL
- 43. EXISTING WOOD
- 44. PROPOSED WOOD
- 45. EXISTING BRICK
- 46. PROPOSED BRICK
- 47. EXISTING STONE
- 48. PROPOSED STONE
- 49. EXISTING GLASS
- 50. PROPOSED GLASS



57 Stone

Enter in your numbers

Depth 6 inches

Width 6 feet

Length 815 feet

Calculate

Result

Coverage (Square feet) 4.890 sq ft

Volume (Cubic feet) 2.445 cu ft

Volume (Cubic yards) 90.6 cu yd

Estimated amount (Pounds) 218,239 lb

Estimated amount (Tons) 109.12 ton

Amount +15% compression 125.49 ton

67 Stone

in your numbers

Depth 3 inches

Width 6 feet

Length 815 feet

Calculate

Result

Coverage (Square feet)

4,890

sq ft

Volume (Cubic feet)

1,223

cu ft

Volume (Cubic yards)

45.3

cu yd

Estimated amount (Pounds)

109,119

lb

Estimated amount (Tons)

54.56

ton

Amount +15% compression

62.74

ton

67 Stone

in your numbers

Depth 3 inches

Width 6 feet

Length 815 feet

Calculate

Result

Coverage (Square feet)

4,890

sq ft

Volume (Cubic feet)

1,223

cu ft

Volume (Cubic yards)

45.3

cu yd

Estimated amount (Pounds)

109,119

lb

Estimated amount (Tons)

54.56

ton

Amount +15% compression

62.74

ton

Oakland Court Bioswales



COUNCIL COMMUNICATION

Meeting Date: 05/23/2024

Item Title: Beer Permits
Department: Finance
Presented by: Amanda DeRosia, Interim City Recorder

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Maya Grill Mexican Restaurant, Inc.	Maya Grill Mexican Restaurant	805 Old Fort Pkwy.	On-Premises	Restaurant	New Location
Vapes Boro, LLC	Vapes Boro	1675 Middle Tennessee Blvd.	Off-Premises	Vape Store	New Location
Xpress Market, LLC	Xpress Market	904 NW Broad St.	Off-Premises	Grocery/Market	Ownership/Name Change

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Oaklands Association Inc.	6/22/2024	Annual Summer Party Fundraiser	900 & 901 N. Maney Ave.
Oaklands Association Inc.	8/17/2024	Membership Meeting	900 & 901 N. Maney Ave.
Oaklands Association Inc.	9/28/2024	Oktoberfest Fundraiser	900 & 901 N. Maney Ave.
Oaklands Association Inc.	12/06/2024	Annual Fundraiser Dinner	900 & 901 N. Maney Ave.
Oaklands Association Inc.	12/07/2024	Annual Fundraiser Dinner	900 & 901 N. Maney Ave.

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Maya Grill Mexican Restaurant, Inc.
Name of Business	Maya Grill Mexican Restaurant
Business Location	805 Old Fort Parkway
Type of Business	Restaurant
Type of Permit Applied For	On-Premises Retail Permit

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> X </u>
Partnership	<u> </u>
LLC	<u> </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Hilda Sanchez
Age	39
Residency City/State	Murfreesboro, TN
Race/Sex	Hispanic/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? Yes

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Vapes Boro, Inc.
Name of Business	Vapes Boro
Business Location	1675 Middle Tennessee Blvd.
Type of Business	Vape Store
Type of Permit Applied For	Off-Premises Retail Permit

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> </u>
Partnership	<u> </u>
LLC	<u> X </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Jarrell D. Marable
Age	60
Residency City/State	Smyrna, TN
Race/Sex	Black/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Xpress Market, LLC
Name of Business	Xpress Market
Business Location	904 NW Broad St.
Type of Business	Grocery/Market
Type of Permit Applied For	Off-Premises Retail Permit

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____ X _____
Permit Type Change	_____
Corporation	_____
Partnership	_____
LLC	_____ X _____
Sole Proprietor	_____

5% or more Ownership

Name	Adel Mehani
Age	32
Residency City/State	Antioch, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Basem Rezkalla
Age	27
Residency City/State	Smyrna, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	Oaklands Association Inc.
Organization Address	901 N. Maney Ave.
Event Location	Oakland's Mansion
Event Date	900 & 901 N. Maney Ave.
Event Time	6/22/2024
Period for Beer to be Served	6:30 p.m. until 9:00 p.m.
Nature and Purpose of Event	6:30 p.m. until 9:00 p.m.
Approximate Number of Persons Expected to Attend	Annual Summer Party Fundraiser
	200
Special Event Permit Approved?	No
Event Location	Oakland's Mansion
Event Date	900 & 901 N. Maney Ave.
Event Time	8/17/2024
Period for Beer to be Served	5:30 p.m. until 9:00 p.m.
Nature and Purpose of Event	5:30 p.m. until 9:00 p.m.
Approximate Number of Persons Expected to Attend	Annual Membership Meeting
	100
Special Event Permit Approved?	No
Event Location	Oakland's Mansion
Event Date	900 & 901 N. Maney Ave.
Event Time	9/28/2024
Period for Beer to be Served	4:00 p.m. until 8:00 p.m.
Nature and Purpose of Event	4:00 p.m. until 8:00 p.m.
Approximate Number of Persons Expected to Attend	Annual Fundraising Craft Beer Festival/Octoberfest
	500
Special Event Permit Approved?	No
Event Location	Oakland's Mansion
Event Date	900 & 901 N. Maney Ave.
Event Time	December 6 & 7, 2024
Period for Beer to be Served	6:30 p.m. until 10:00 p.m.
Nature and Purpose of Event	6:30 p.m. until 10:00 p.m.
Approximate Number of Persons Expected to Attend	Annual Christmas Dinners
	250 Total (125 per night)
Special Event Permit Approved?	No
Application Completed Properly?	Yes
Internal Revenue Letter Provided?	Yes

The actual beer application is available in the office of the City Recorder.