

REGIONAL TRANSPORTATION AUTHORITY

Of Middle Tennessee

BOARD MEETING

Wednesday, June 18, 2025 | 9:30 a.m.

GNRC – Greater Nashville Regional Council 44 Vantage Way, Ste. 450 Nashville, TN 37228

PLEASE NOTE REVISED LOCATION DUE TO LIBRARY CLOSURE

- 1. Call to Order
- 2. Approval of Minutes May 21, 2025, meeting minutes

Public Comments

4. Finance Committee Report - Mayor Ken Moore, Chair

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•	Monthly Financial Report Compared to Budget – Amanda Vandegrift, DCEO of Finance & Administration	R-D-25-016	Pg. 3
•	RTA/MTA WeGo Ride Program Revenue Sharing Agreement – Amanda Vandegrift, DCEO of Finance & Administration	R-A-25-008	Pg. 9
•	RTA/MTA Regional Bus & Shuttle Contract FY2026 Renewals – Amanda Vandegrift, DCEO of Finance & Administration	R-A-25-009	Pg. 10
•	RTA/MTA Management Contract Renewal – Amanda Vandegrift, DCEO of Finance & Administration	R-A-25-010	Pg. 11
•	RTA Revolving Line of Credit Renewal – Amanda Vandegrift, DCEO of Finance & Administration	R-A-25-011	Pg. 14
•	WeGo Star Liability Insurance – Amanda Vandegrift, DCEO of Finance & Administration	R-A-25-012	Pg. 15
•	FY2026 Proposed Operating Budget – Amanda Vandegrift, DCEO of Finance & Administration	R-A-25-013	Pg. 16
•	NERA Property Purchase at Donelson Station – Debbie Frank, DCEO of Growth & Development	R-A-25-014	Pg. 21
•	Murfreesboro Park-N-Ride Real Property Purchase – Vince Malone, COSA	R-A-25-015	Pg. 25
Op	perations Committee Report – Mayor Rick Bell, Chair		
•	RTA Monthly Operating Statistics - Andy Burke, COO	R-D-25-017	Pg. 48
•	Commuter Bus Transition Update – Nick Pecenka, Director of Operations	R-D-25-018	Pg. 56

- 6. CEO's Report Steve Bland, CEO
- 7. Chair's Report Mayor Randall Hutto, Chair
- 8. Other Business
- 9. Adjournment

5.

Note: A meeting of the Executive Committee has been scheduled concurrently with the full Board Meeting. In the event a quorum of the Board cannot be achieved, the Executive Committee will meet to conduct the scheduled business of the Board. If a quorum of the Board is present, there will be no Executive Committee meeting.



REGIONAL TRANSPORTATION AUTHORITY

Of Middle Tennessee

EXECUTIVE COMMITTEE MEETING

Wednesday, June 18, 2025 | 9:30 a.m.

GNRC – Greater Nashville Regional Council 44 Vantage Way, Ste. 450 Nashville, TN 37228

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CE	O's Panort - Stave Bland CEO		

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- 7. Chair's Report Mayor Randall Hutto, Chair
- 8. Other Business
- 9. Adjournment

5.



MINUTES EXECUTIVE COMMITTEE MEETING REGIONAL TRANSPORTATION AUTHORITY

May 21, 2025

Call to Order: The regular meeting of the Executive Committee of the Regional Transportation Authority (RTA) of Middle Tennessee was convened on Wednesday, May 21, 2025, at the Greater Nashville Regional Council, located at 44 Vantage Way, Suite 450, Nashville, TN 37228. A quorum was present, and the meeting was officially called to order at 9:30 a.m. by the Board Chair, Mayor Randall Hutto.

Executive Committee Members in Attendance:

Mayor Randall Hutto – Wilson County, Chair
Mayor Freddie O'Connell – Davidson County
Mayor Rick Bell – City of Lebanon
Ed Cole – Davidson County (Gov. Appt.)
Kelly Dannenfelser – Williamson County (Gov. Appt.)
Mayor Billy Vogle – Robertson County
Nicole Rowan – Sumner County (Gov. Appt.)
Ken Davis – Wilson County (Gov. Appt.)

Others Present:

Mayor Jamie Clary - Hendersonville Matthew White - City of Mt. Juliet (Alt) Jim Kerr - City of Murfreesboro (Alt.)

II. <u>Approval of Minutes:</u> Ed Cole made a motion to approve the minutes from the April 16, 2025, Executive Committee meeting. Nicole Rowan seconded the motion. The Executive Committee approved the motion unanimously.

III. Public Comments:

- Jessica Dauphin, Transit Alliance of Middle Tennessee
- **IV.** <u>Finance Committee Report:</u> Board Secretary Ed Cole presented the following for discussion on behalf of Mayor Ken Moore, Committee Chair:
 - a. <u>Monthly Financial Report Compared to Budget (R-D-25-012)</u>: Ed Cole summarized the statement of operations for March 2025 in comparison to the approved FY2025 budget. CEO Bland was present to answer questions; however, the committee had no questions, and no further discussion followed.
- V. <u>Operations Committee Report:</u> Committee Chair Mayor Rick Bell presented the following for discussion:
 - **a.** <u>Monthly Operating Statistics (R-D-25-013):</u> Chief Operating Officer Andy Burke presented the RTA Monthly Dashboard Report for March 2025.to the Executive Committee and was available to answer any questions; however, the committee had no questions, and no further discussion followed.
- **VI. CEO's Report:** CEO Bland presented the following report:

- 1. Progress continues towards acquiring the land for the Murfreesboro Park and Ride Lot. Closing documents have been exchanged between RTA and the church's attorneys for review. We now have access to the property to evaluate key considerations related to building demolition. We expect to present the purchase action to the RTA Board in June, after which we can proceed with closing.
- 2. Similarly, we're awaiting a final review appraisal for a small parcel of land at Donelson Station, to be purchased from the Nashville and Eastern Rail Authority for the relocated access drive. This item is also expected to go before the RTA Board in June.
- 3. We recently held productive corridor committee meetings with both the Wilson County and Rutherford County corridors. The discussions provided valuable input as we prepare for the FY2025-26 budget.
- **4.** We'll be operating the Music City Star for the CMA Fest concert at Nissan Stadium on Saturday, June 7. Tickets for this special event service are currently on sale.
- **VII.** Chair's Report: Mayor Hutto expressed his gratitude to Gabe Burgess, Terry Bebout, and all of our partners. Thanks to the St. Jude's Rock and Roll Marathon train, a significant donation was made to St. Jude's Hospital. Kudos to everyone who made it possible.
- VIII. Other Business: There was no other business to come before this board.
 - **IX.** Adjournment: With no further business, Mayor Hutto wished everyone a Happy Easter and called for a motion to adjourn. Nicole Brown motioned to adjourn the meeting, which was adjourned at 9:45 a.m.

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Respectfully submitted:

Ed Cole, RTA Secretary & Davidson County Governor Appointee

Regional Transportation Authority of Middle Tennessee

	mittee Discussion Item		☐ Board Discussion Item
Item Number:	R-D-25-016	Meeting Date:	6/18/2025
Item Title:	Monthly Financial Report Compared to Bu	ıdget	
BACKGROUND:			
2025 budget. Exp n prior monthly re	imary of the statement of operations for April 2 enses during the fiscal year to date continue t ports, higher-than-budgeted Materials & Supp es that are lower than budgeted levels.	o track slightly bel	ow budgeted levels. As noted
anticipated year-6,663,400 in anticipated year-6,663,400 in anticipated have been eduring the final two Regional Funds had been educated by the first and the fiscal year eategory also exceeds budgeted at the fiscal year eategory also exceeds Star servicates of April 30, 202	first ten months of the fiscal year are now end leveling of the portion of the positive repated state funds were drawn in December, a drawn as of January. We anticipate drawing the months of the fiscal year. As noted in prior ave been received to date, except for Sumner revenues to date are now 110% of total by Notably, 72% of this positive variance is replated to higher-than-budgeted special evented bus fare revenue. Investment income and expectations by approximately 4% (or \$10,59 or than was anticipated in the budget. Similarly seed budgeted expectations by 21% (or \$12, exceeded budgeted expectations by 96% (or \$12, \$12, \$13, \$13, \$13, \$14, \$15, \$15, \$15, \$15, \$15, \$15, \$15, \$15	evenue variance rend all \$300,000 in the remaining \$254, or monthly reports, County's \$6,124 in the pudgeted levels distributed to higher-the pudget the Other County's to the county's the	elated to federal funding. All remaining Federal COVID-19,649 in budgeted Local Funds all \$1,385,736 in anticipated unpaid FY 2025 membership ue to higher-than-anticipated an-budgeted WeGo Star fare e remaining 6% is related to operating Revenues category rates holding steady for longer ander the Operating Revenue from the
STATUS:			
Deputy CEO of Fi	nance & Administration, Amanda Vandegrift, v	will be available to	answer questions.
APPROVED:			
Amanda	Vandegrift		6/18/2025
Deputy CEO of	Finance and Administration		Date

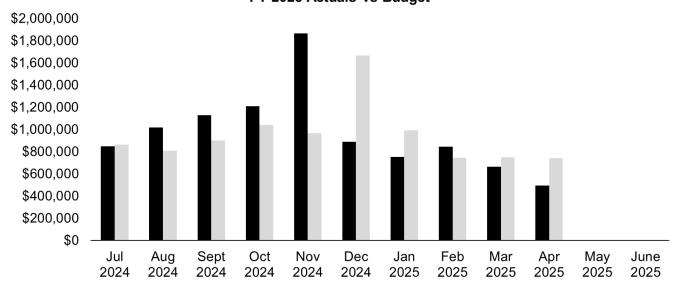
April 2025 Operating Revenue by Category:

	April 2025	Fiscal Year To Date	Approved FY 2025 Budget	% Budget To Date
Passenger Revenues (Budget)	59,230	573,542	691,616	83%
Passenger Revenues (Actuals)	66,041	759,770		110%
Other Operating Revenues (Budget)	31,890	327,900	420,890	78%
Other Operating Revenues (Actuals)	31,063	353,972		84%
Local Funds (Budget)	194,000	1,811,056	2,126,056	85%
Local Funds (Actuals)	309,621	1,871,407		88%
Regional Funds (Budget)	-	1,391,860	1,391,860	100%
Regional Funds (Actuals)	90	1,385,736		100%
State Funds (Budget)	-	663,400	663,400	100%
State Funds (Actuals)	-	779,100		117%
Federal Funds (Budget)	457,933	4,412,837	5,287,073	83%
Federal Funds (Actuals)	89,978	4,274,721		81%
Federal COVID-19 Funds (Budget)	-	300,000	300,000	100%
Federal COVID-19 Funds (Actuals)	-	300,000		100%
Total Operating Revenues (Budget)	743,053	9,480,595	10,880,895	87%
Total Operating Revenues (Actuals)	496,792	9,724,706		89%

April 2025 Operating Expenses by Category:

	April 2025	Fiscal Year To Date	Approved FY 2025 Budget	% Budget To Date
MTA Management Contract (Budget)	75,350	753,500	904,200	83%
MTA Management Contract (Actuals)	75,350	753,500		83%
Services (Budget)	730,704	7,150,832	8,574,245	83%
Services (Actuals)	772,897	7,097,371		83%
Fuel & Lubricants (Budget)	54,930	536,499	640,700	84%
Fuel & Lubricants (Actuals)	51,637	537,965		84%
Materials & Supplies (Budget)	7,615	73,226	87,675	84%
Materials & Supplies (Actuals)	1,406	96,310		110%
Utilities (Budget)	16,590	160,195	191,975	83%
Utilities (Actuals)	15,155	144,622		75%
Casualty & Liability (Budget)	39,365	381,080	456,700	83%
Casualty & Liability (Actuals)	35,899	366,135		80%
Other (Budget)	1,138	23,269	25,400	92%
Other (Actuals)	-	26,621		105%
Total Operating Expenses (Budget)	925,692	9,078,601	10,880,895	83%
Total Operating Expenses (Actuals)	952,344	9,022,524		83%

Operating Revenue Monthly Comparisons FY 2025 Actuals vs Budget

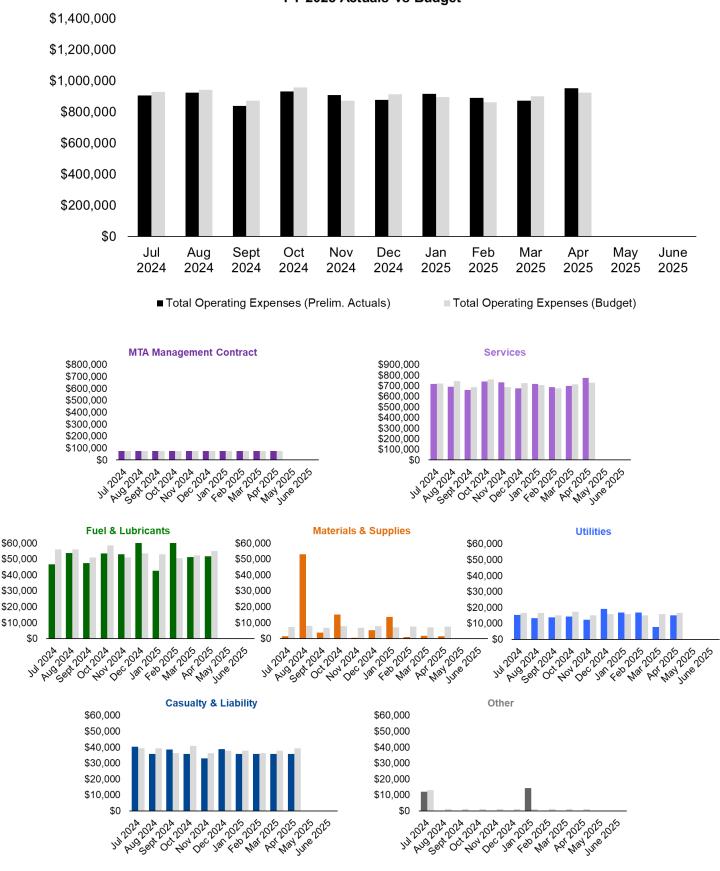


■ Total Operating Revenues (Prelim. Actuals)

■ Total Operating Revenues (Budget)



Operating Expenditures Monthly Comparisons FY 2025 Actuals vs Budget



Regional Transportation Authority Statement of Operations Compared to Budget For the Period Ending April 2025 UNAUDITED

•								
	Month Actual	Month Budget	Month Var. [F/(U)]	Prior Y-T-D	Current Y-T-D	Budget Y-T-D	Y-T-D Var. [F/(U)]	Annual Budget
REVENUES								
Fare Revenues - Bus	23,660	26,740	(3,080)	230,919	269,332	257,670	11,662	308,724
Fare Revenues - Train	42,381	26,360	16,021	297,107	387,751	254,062	133,689	304,392
Fare Revenues - Special Events		6,130	(6,130)	88,194	102,687	61,810	40,877	78,500
Advertising Revenue	1	•	•	•	1	•	•	•
Other Non-Transportation Revenue	31,063	31,890	(827)	479,151	557,605	537,657	19,948	630,647
Total Operating Revenue	97,104	91,120	5,984	1,095,371	1,317,375	1,111,199	206,176	1,322,263
Local Operating Assistance	309,621	194,000	115,621	1,234,901	1,871,407	1,811,056	60,351	2,126,056
Regional Operating Subsidies	06	•	06	806,588	1,182,103	1,182,103	1	1,182,103
State Operating Assistance	•	•	•	663,400	779,100	663,400	115,700	663,400
Total Operating Assistance	309,711	194,000	115,711	2,704,889	3,832,610	3,656,559	176,051	3,971,559
CMAQ Operating Revenues	95,987	262,263	(166,276)	1,040,012	2,186,122	2,527,277	(341,155)	3,027,963
Total CMAQ Revenue	95,987	262,263	(166,276)	1,040,012	2,186,122	2,527,277	(341,155)	3,027,963
Capital Operating Reimbursement	(6,009)	195,670	(201,679)	1,579,934	2,088,599	1,885,560	203,039	2,259,110
CARES Act Operating Reimbursement		•	•	2,392,661	300,000	300,000	1	300,000
American Rescue Plan OPS Reimbursement	•	•	•	•	1	1	1	•
TOTAL CAPITAL OPERATING REVENUES	(6,009)	195,670	(201,679)	3,972,595	2,388,599	2,185,560	203,039	2,559,110
Total Revenue	496,792	743,053	(246,261)	8,812,867	9,724,706	9,480,595	244,111	10,880,895
Labor & Fringes	75,350	75,350	1	717,448	753,500	753,500	1	904,200
Services	773,749	737,204	(36,545)	6,775,157	7,185,808	7,213,422	27,614	8,649,245
Fuel & Lubricants	51,637	54,930	3,293	518,279	537,965	536,499	(1,466)	640,700
Parts, Materials & Supplies	554	1,115	561	8,174	7,873	10,636	2,763	12,675
Utilities	15,155	16,590	1,435	141,517	144,622	160,195	15,573	191,975
Casualty & Liabilities	35,899	39,365	3,466	346,172	366,135	381,080	14,945	456,700
Other Miscellaneous Expenses		1,138	1,138	22,203	26,621	23,269	(3,352)	25,400
Total Expenses	952,344	925,692	(26,652)	8,528,951	9,022,524	9,078,601	56,077	10,880,895
Surplus/(Deficit) before GASB 33	(455,552)	(182,639)	(272,913)	283,916	702,182	401,994	300,188	T.
CARES Act Capital Reimbursement	2,149		2,149	782,884	76,510	•	76,510	ı
Capital Asset Purchases	63,218	1	63,218	984,086	1,758,365	,	1,758,365	ı
Depreciation	(350,143)	1	(350,143)	(3,454,344)	(2,819,616)	•	(2,819,616)	1
(Loss)Gain on Sales		1	1	2,021	ı	ı	1	1
Surplus /(DEFICIT)	(740,327)	(182,639)	(557,688)	(1,401,436)	(282,560)	401,994	(684,554)	•

Regional Transportation Authority Summary Comparitive Balance Sheet For the Period Ending April 2025 Unaudited

			This Month April	Fis	cal YE 2024 June
		ASSETS			
CURRENT ASSETS					
Cash and Equivalents	3		3,162,2	75	2,943,748
Investment Accounts	i		7,024,3	91	7,061,210
Receivables from Fed	deral, State, and Lo	cal Gov't	572,2	54	576,573
Accounts Receivable			133,4	04	59,321
Inventory - parts			559,8	70	379,143
Prepaid Expenses an	d Other		95,8	00	68,483
TOTAL CURRENT ASSET	rs		11,547,9	94	11,088,478
PROPERTY AND EQUIPM	1ENT				
Land			3,382,0	52	3,382,052
Buildings, Shelters, a	ind Benches		19,407,3	08	19,407,308
Revenue Equipment			30,984,5	35	30,584,535
Office Furniture and			709,5	80	651,158
Guideway Improvement	• •		9,481,8	18	9,481,818
Work in Progress			2,689,0		1,388,686
3			66,654,3		64,895,557
Less Accum Depreci	ation and Amortizat	tion	(29,885,8	64)	(27,066,248)
TOTAL PROPERTY AND			36,768,4	40	37,829,309
TOTAL ASSETS			48,316,4	34	48,917,787
		LIABILITIES			
CURRENT LIABILITIES			207.0	70	0.45.40.4
Accounts Payable			687,8		945,134
Accrued Expenses			22,5		26,896
Deferred Revenue			5,982,3	21	6,039,558
Notes Payable TOTAL CURRENT LIABIL	ITIES	_	6,692,7	95	- 7,011,588
5 1 10 10 W					40.700.040
Federal Govt Capital			13,790,3		13,790,310
INVESTED IN CAPITAL A	455E15		13,790,3	10	13,790,310
NET ASSETS					
Unrestricted			28,115,8		30,378,874
Current Year Surplus	s(Deficit)		(282,5		(2,262,985)
TOTAL NET ASSETS			27,833,3	30	28,115,889
TOTAL LIABILITIES AND	NET ASSETS	_	48,316,4	35	48,917,787
	Current	> 30 days	> 60 Days	> 90 days	Total
Accounts Receivables	\$133,404	\$0	\$0	\$0	\$133,404
	100.0%	0.0%	0.0%	0.0%	100%
	100.070	0.070	0.0%	0.070	100-70
Accounts Payable	\$687,872	\$0	\$0	\$0	\$687,872
	100.0%	0.0%	0.0%	0.0%	100%

of Middle Tennessee

Board Action Item

Item Number:	R-A-25-008	Meeting Date:	6/18/2025
Item Title:	RTA/MTA WeGo Ride Program Revenue S	haring Agreem	ent

BACKGROUND:

In June 2020, the Board approved the first WeGo Ride Program Revenue Sharing Agreement with the Nashville Metropolitan Transit Authority (MTA). The WeGo Ride Program is an employer-paid transit pass program to provide employee commuter benefits on Nashville MTA and RTA services in Middle Tennessee under the name WeGo Public Transit. FY2021 was the first year for the new pilot EasyRide program to reach out to new companies to promote employer-paid transportation for their employees. The program had the following objectives:

- <u>All</u>: Simplify program transportation benefits
- <u>All</u>: Simplify program administration
- All: Simplify program fee structure to better predict costs and revenues for annual budgeting
- MTA/RTA: Protect existing program revenue
- MTA/RTA: Grow program participation to increase overall ridership and operating revenue
- MTA/RTA: Increase transparency between the two agencies on program revenue and ridership
- Partners: Manage and reduce both direct and indirect transportation costs
- Partners: Provide sustainable and competitive employee benefits

Under the Revenue Sharing Agreement, Nashville MTA is the master contractor under the program with revenue splits between the Nashville MTA and RTA that fairly compensate both agencies relative to the overall use of the program. Revenues collected from WeGo Ride partners are assigned to each agency based on a formula that weighs average fare and ridership equally. This is tested annually as part of the Conflict-of-Interest Review, which was most recently reviewed with the Board in January 2025.

The program continues to grow with 53 partners now participating as we enter the sixth year since inception. The revenue split calculation for the program will be done at the end of July once all ridership for the fiscal year for both agencies has occurred. The staff intends to continue to promote WeGo Ride, which will require a renewal of this agreement since it is due to expire on June 30, 2025.

RECOMMENDATION:

Staff is requesting that the Finance Committee recommend that the Board approve the renewal of the WeGo Ride Program Revenue Sharing Agreement with RTA for the period of July 1, 2025, through June 30, 2026. Nashville MTA will continue to be the Master Contractor for the WeGo Ride Program and will share revenues with RTA based on the calculated formula. Each Board will review the agreement on an annual basis to assess if any changes should be made to the Agreement going forward.

APPROVED:			
		6/18/2025	
Board Secretary	9	Date	_

of Middle Tennessee

Board Action Item

Item Number:	R-A-25-009	Meeting Date:	6/18/2025	
Item Title:	DTA/MTA Degional Bus and Shuttle Contr	not EV2026 Box	a sural a	
item ritie.	RTA/MTA Regional Bus and Shuttle Contract FY2026 Renewals			

BACKGROUND:

A positive working relationship has been established for many years between the Regional Transportation Authority of Middle Tennessee (RTA) and the Nashville Metropolitan Transit Authority (MTA) on regional transit programs. Each year, the RTA contracts with MTA for regional transit services for Davidson County and Rutherford County, Regional Commuter Bus services to Murfreesboro, Tennessee, and LaVergne/Smyrna, Tennessee, as well as connecting bus services for the WeGo Star service in Nashville, Tennessee. The RTA is seeking to renew these contracts with MTA for the period of July 1, 2025, through June 30, 2026. Since there are different funding sources for the regional bus services and the connecting bus services, two separate contracts are required.

Contract 1 – Under the new contract for the regional bus service between Davidson and Rutherford counties (Routes 84X and 86X), the RTA will pay MTA for up to 57.17 hours of daily service at a rate of \$130.81 per hour, or an amount not to exceed \$1,899,515, covering 254 days of weekday transit service contained in the contract. This represents a 3.4% increase in the contract price compared to the prior year.

Contract 2 – Under the new contract for connecting bus services for Davidson County (Routes 64 and 93), the RTA will pay MTA up to 9.59 hours of daily service at a rate of \$130.81 per hour, or \$318,640, covering the 254 days of weekday transit service contained in the contract. This represents a 1.5% increase in the contract price compared to the prior year.

A fuel escalator clause will again be included in all the new contracts to protect MTA should the average fuel prices escalate above \$3.00 per gallon. The clause stipulates that for every 25-cent increase in the monthly average per gallon cost of fuel, the hourly rate will increase by \$1.50 per hour for that month and going forward. This will cover MTA's increase in operating costs due to increased fuel costs. This escalator is above and beyond the contracted amounts mentioned above.

RECOMMENDATION:

Staff requests that the Board approve the renewal of contracts with MTA, consisting of Contract 1 for regional bus services and Contract 2 for connecting bus services supporting commuter rail. Both contracts are for a period of one year beginning July 1, 2025, through June 30, 2026, for the following base amounts: Contract #1 for a not-to-exceed amount of \$1,899,515 for regional bus service; and Contract #2 for a not-to-exceed amount of \$318,640 for connecting buses supporting commuter rail.

APPROVED:	
	6/18/2025
Board Secretary	 Date

of Middle Tennessee

Board Action Item

Item Number:	R-A-25-010	Meeting Date:	6/18/2025
Item Title:	RTA/MTA Management Contract Renewal		

BACKGROUND:

RTA is currently operating under a management contract with the Nashville Metropolitan Transit Authority (MTA) where MTA provides management services to oversee all operations of the RTA. The current contract was approved by the RTA Board in 2021 for five years with an expiration of June 30, 2026. The contract terms include a provision that allows the compensation to be adjusted beginning July 1, 2022 and each year thereafter for the life of the contract by mutual agreement of both parties. The current annual contract value is \$904,200, which became effective July 1, 2024. MTA has proposed no increase for a total annual contract value of \$904,200, which has been included in the proposed FY2026 budget. The contract states that "MTA Staff will provide executive leadership and administrative support for the RTA to carry out Financial Duties and Administrative Duties as provided herein, which shall include but not be limited to, operations, maintenance, and acquisition of properties, finances, facilities, and equipment, and the employment of personnel, or contracting for services, and the execution and implementation of RTA powers and duties outlined in Tennessee Code Annotated §§64-8-101 et. Seq and 64-8-201, et. Seq. all of which MTA is authorized to undertake and accomplish."

The contract value has historically been adjusted by 2% to 3% every two years to account for wage and inflationary increases absorbed by MTA since MTA does not charge RTA for any separate overhead expenses such as office space, utilities, materials, supplies, etc. The extraordinarily high inflation we have experienced over the last few years required a 5% increase last year. Based on historical practice, this final year of the 5-year contract proposes no growth.

The following list, while not exhaustive, gives a good representation of what functions and tasks are being performed for RTA and demonstrates the value RTA receives for the management services provided by MTA staff.

Customer Relations

- Call center for customer inquiries.
- Customer Service counter ticket sales
- Bulk ticket sales on-line and phone orders
- Manage Emergency Ride Home Program

Facilities and Development/Engineering

- Use of WeGo Central bus bays downtown for regional buses
- Provide office space, office equipment, and computer network support
- Maintenance of train stations

Financial

- Annual Financial Audit Report
- Monthly financial statements compared to budget
- Develop annual operating budgets
- Management of Regional partner reserves
- Accounts payable
- Cash management

- Management of Community Impact Partners
- Printing and distribution of route schedules
- Management of the WeGo Ride program
- Maintain phone systems for the call center
- Maintain Park & Ride lots
- Leasing of stations for special events
- Acquire property for stations and park&ride lots
- Mt Juliet Station parking lot expansion
- Purchase of new buses and train cars
- Negotiations for banking line of credit
- Regular banking relationships
- Maintain accounting general ledgers
- Collect and account for fare collection
- Invoicing and collection of ticket sales
- Required annual reporting to various government

- agencies
- Manage and complete audit finding action plans to avoid repeat findings, if applicable

Planning, Grants, and Scheduling

- Monitor and manage the Transportation Improvement Plan (TIP)
- Grant Applications
- · Grant revisions and amendments
- Grant compliance
- Quarterly grant reporting to FTA
- · Quarterly meetings with FTA for rail oversight
- Public Hearings on schedule or fare changes
- Service planning for regional bus service
- Management and monitoring of all routes for schedule adherence
- Route adjustments due to change in Park & Ride lot locations
- Title VI plan, compliance, and monitoring

Operations and Safety

- Manage and monitor Gray Line buses.
- Manage and monitor commuter rail services.
- Manage third-party quality control contractor.
- Maintain fare box and ticket vending machines.
- Have supervisors at Riverfront for schedule adherence of train and address customer questions
- Have Supervisors at the downtown intermodal for schedule adherence and answer customer questions
- Provide all radio communications
- Federal Rail audits
- State track inspection audits

Marketing

- Website development and management
- Create Route schedules
- Manage and promote special events
- Promote Community Impact Partner initiatives
- Production of brochures and system maps

Executive

- Interaction with regional mayors
- Budget presentations to Nashville Mayor and Metro Council
- Public hearings
- Develop and manage capital budgets
- Capital project oversight
- Short-term and long-term planning

- Monitor and spot-check train parts inventory
- Management of the QuickTicket back office
- State Comptroller Audits
- Develop FTA-required Transit Asset Management Plan
- Searching for new park & ride locations
- Represent RTA in MPO Technical Coordinating Committee meetings
- Coordinate and work with MPO and regional partners on annual federal funding allocations
- National Transit Database (NTD) monthly and annual reporting to FTA
- Meet with businesses, municipalities, and stakeholders regarding service requests
- Conduct regional studies Star Future Vision Plan, Regional Park & Ride, New Regional Multimodal Mobility Plan Study
- Procure annual insurance policies for liability, property damage, and director and officer's
- Coordinate with third-party administrators for any accidents or injuries
- Reconcile month regional bus invoices to scheduled service and charge liquidated damage for schedule adherence failures
- Manage security at Riverfront Station and our downtown transfer facility
- Inspect 3rd party vehicles and rail equipment and vehicles and review maintenance records
- Manage the QuickTicket Fare Collection System
- Social media
- Public information
- Media Relations
- Public records requests
- Marketing promotions
- Quarterly Nashville & Eastern Rail Authority Board meetings
- Cheatham County Rail Authority Planning
- Donelson Station Transit Oriented Development joint venture planning
- Murfreesboro Park and Ride project

RECOMMENDATION: Staff recommends that the Board approve the new amount for the contract for MT operations of the RTA at an annual cost of \$904,200, or \$75,350 per month. The effective July 1, 2025, and terminate June 30, 2026.	A to manage and oversee all contract price shall become
APPROVED:	
	6/18/2025
Board Secretary	Date

of Middle Tennessee

Board Action Item

Item Number:	R-A-25-011	Meeting Date:	6/18/2025
Item Title:	RTA Revolving Line of Credit Renewal		

BACKGROUND:

RTA has an operating line of credit through Fifth-Third Bank in the amount of \$5 million for general borrowings to cash flow expenses for RTA. The maturity date for the current line of credit is June 30, 2025.

It is sometimes difficult to forecast the availability of future federal grant funding, making it imperative to renew RTA's line of credit to ensure timely cash flow for expenses. One of the fees on the line is a non-use fee of 7.5 basis points, which is charged quarterly for any unused portion of the line. In order to minimize that expense, we are recommending that RTA open only \$1.5 million of the line to be subject to the non-use fee. Should we need additional capacity, RTA could choose to contact the bank to open the additional line up to \$5 million in \$500,000 increments as needed. All covenants have been met on the current line of credit. The additional costs to renew the line include attorney's fees and a small closing fee.

RTA's renewal will have no changes from recent years and will continue to be based on the Prime rate minus 1.8% with the same non-use fee of 7.5 basis points. These expenses have been included in the draft FY2026 budget. The line of credit is for general use to pay for expenses incurred that are reimbursable by a federal grant. Any borrowings are contingent upon the receipt of federal funding when the grant funding becomes available.

RECOMMENDATION:

Staff is recommending that the Board authorize the CEO to enter into the final year of a five-year revolving line of credit agreement for up to \$5 million with Fifth Third Bank based upon the terms explained above for the period from July 1, 2025, to June 30, 2026.

APPROVED:	
	6/18/2025
Board Secretary	 Date

of Middle Tennessee

Board Action Item

Item Number:	R-A-25-012	Meeting Date:	6/18/2025
Item Title:	WeGo Star Liability Insurance Renewal		

BACKGROUND:

Staff have been working with our insurance broker for the renewal of our \$30 million liability insurance coverage for the WeGo Star commuter rail, which is due to expire June 30, 2025. As stipulated within the Tri-Party Agreement between the Regional Transportation Authority of Middle Tennessee (RTA), Nashville & Eastern Railroad, and Nashville and Eastern Rail Authority, the RTA provides the first \$1 million through its own supplemental insurance reserve account. RTA receives pricing each year for the remaining \$29 million per occurrence and \$58 million aggregate excess policy. The FY 2025 policy with Aspen Specialty Insurance and Liberty Surplus International Insurance Company has a minimum annual premium (floor) of \$306,063, which increases if annual ridership exceeds 180,600. The policy has an end-of-year true-up based on an audit of actual train ridership at fiscal year-end. WeGo Star will not reach 180,600 rides this fiscal year, which means we will end FY 2025 with the floor premium of \$306,063.

This year, our insurance broker was able to negotiate a rate decrease of almost 24% with our incumbent providers, despite a large increase in WeGo Star ridership year over year. Similar to recent years, quotes were provided as a minimum floor based on annual ridership. The new premium floor was quoted at \$313,468 (2.4% increase) for WeGo Star ridership under 186,000 (2.9% increase). Based on this favorable renewal quote, staff is seeking to renew the current liability coverage with Aspen Specialty Insurance as the primary and Liberty Surplus Insurance Corporation as the second layer. Aspen would cover the primary layer of \$18 million/\$36 million aggregate and Liberty would have the second layer of \$11 million/\$22 million aggregate. The ridership floor was increased slightly to 186,000 compared to 180,600 last year, or approximately \$1.69 per ride. For the renewal policy, should the ridership improve more than anticipated and we exceed the ridership floor, RTA would have to pay additional premiums at approximately 1.69 times the number of rides over 186,000. Based on current ridership trends, we do not expect ridership to exceed this floor in FY 2026.

RECOMMENDATION:

Staff requests that the Board approve the insurance policy for \$29 million of train liability insurance coverage (with a \$58 million aggregate) for the policy year from July 1, 2025 through June 30, 2026 to be awarded to Aspen Specialty Insurance and Liberty Surplus Insurance Corporation for a total base annual premium of \$313,468 with the caveat that if the annual ridership exceeds the benchmark of 186,000 rides, RTA will pay additional premium at a rate of \$1.69 per ride given over the benchmark. RTA will continue to maintain the supplemental insurance reserve of \$1 million, making our total liability insurance coverage \$30 million.

APPROVED:		
		6/18/2025
Board Secretary	15	 Date

of Middle Tennessee

Board Action Item

Item Number:	R-A-25-013	Meeting Date:	6/18/2025
Item Title:	FY2026 Proposed Operating Budget		

BACKGROUND:

The attached proposed FY2026 operating budget reflects assumed increases in operating expenses and revised contribution levels from city/county members, which is offset by farebox revenue, other operating revenues, state funds, federal 5307 funds, and available federal Congestion Mitigation and Air Quality (CMAQ) funds (federal funding awarded by TDOT). Based on forecasted usage, a total of \$9,086,649 in existing CMAQ funds have been awarded and would be used to support eligible commuter bus operations between FY2026 and FY2029. This is RTA's first post-pandemic operating budget without federal COVID-19 operating support, the remaining \$300,000 of which were fully expended in FY2025. The budget assumes continuation of the current fare structure for regional bus and commuter rail services, which has been in place since 2016.

Below are issues and assumptions underlying the proposed FY2026 operating budget:

Ridership Recovery and Its Impacts on the Operating Budget

Ridership continues to slowly recover to pre-pandemic levels, similar to the national ridership trend for regional commuter services. Similar to prior years, our estimation of revenues for FY2025 was conservative and RTA has consistently reported higher fare collections than was budgeted. Because of this, the year-over-year fare revenue assumption from FY2025 to FY2026 appears to be a significant increase but is less than 1% increase over the 12-month trend of actual revenues collected through April 2025. Ridership returns continue to exceed prior year expectations, especially for WeGo Star services and special events. Staff has increased projections for both categories in the FY2026 operating budget.

Reserve Fund Projections

In 2017, the RTA Board established bus corridor reserves in recognition of the risk associated with certain funding sources for regional bus service, particularly the federal CMAQ program. The intent was for each corridor to establish sufficient reserves to cover at least one additional year of service to allow for an orderly "wind down" if a corridor's major funding sources were discontinued. Over the ensuing years, each corridor accumulated varying levels of reserves, which are deposited in a separate bank account and tracked for each contributing iurisdiction. The balances of these reserve funds are reported to the RTA Board annually, or upon request. Use of the reserves is governed by the RTA's Regional Bus Service Reserve Policy, adopted by the RTA Board on December 13, 2017. In 2022, reserves were also created for the WeGo Star service. Over the years, several jurisdictions have applied portions of their reserves to their annual service contribution requirement, while others have sustained their required annual contribution, allowing their reserve balances to continue to build. As noted in prior financial committee reports, the Southeast Corridor (84X/86X) requires additional annual partner contributions to continue the existing 84X and 86X services in FY2026. Rutherford County Corridor Committee discussions are still ongoing and may impact the costs and revenues that are assumed in the FY2026 operating budget if all needed funds are not identified for the 84X and 86X services. If current funding levels are maintained and corridor reserves continue to be depleted for other corridors, similar partner contribution increases will be required for the 88X in FY2029, 87X in FY2031/32, and 89X in FY2034.

In 2022, reserves were also created for the WeGo Star service, which are governed by the RTA's Commuter Train Service Reserve Policy, adopted by the RTA Board on June 15, 2022. To maintain existing reserves at \$1.6 million and continue WeGo Star operations in FY2026, three Wilson County corridor partners have

increased their contributions by a total of \$126,000, which was divided into three \$42,000 increases for Wilson County, Lebanon, and Mt. Juliet.

The table below shows projected partner contributions for FY2026, reserve balances at the end of FY2026, and estimated reserve depletion dates.

Service	RTA Partners	FY26 Minimum Partner Contribution	FY25 Partner Contribution	FY26 Reserves Used	FY26 Increase Needed	Total FY26 Partner Contribution	Reserve Balance FYE26	Estimated FY Reserve Depleted
WeGo	Mt. Juliet	\$72,000	\$30,000		\$42,000	\$72,000	\$60,000	FY27
Star	Lebanon	\$96,408	\$54,408		\$42,000	\$96,408	\$108,816	FY28
	Wilson County	\$92,000	\$50,000		\$42,000	\$92,000	\$100,000	FY28
	Davidson County - Rail	\$1,871,800	\$1,871,800			\$1,871,800	\$1,365,592	
84X/86X	City of Murfreesboro	\$57,799	\$33,610	\$24,189		\$57,799	\$26,840	FY27
Southeast Corridor	MTSU	\$57,799	\$25,000	\$17,211	\$15,588	\$57,799		fully depleted
	Smyrna	\$21,531		\$16,571	\$4,960	\$21,531	\$845	FY27
	Lavergne	\$21,531	\$9,000	\$5,607	\$6,924	\$21,531	\$845	FY27
	Rutherford County	\$79,330	\$49,220	\$30,110		\$79,330	\$114,557	FY29
87X	Sumner County	\$32,304		\$32,304		\$32,304	\$192,312	FY31
	Gallatin	\$32,304	\$55,597			\$55,597	\$326,165	
	Hendersonville	\$32,304		\$32,304		\$32,304	\$214,971	FY32
88X	City of Dickson	\$53,255	\$24,000	\$29,255		\$53,255	\$104,511	FY29
	Dickson County	\$53,255	\$24,000	\$29,255		\$53,255	\$104,511	FY29
89X	City of Springfield	\$24,357	\$15,000	\$9,357		\$24,357	\$102,109	FY33
	Robertson County	\$24,357	\$15,000	\$9,357		\$24,357	\$140,197	FY34
94X	City of Clarksville	\$40,683	\$51,301			\$51,301	\$257,328	
	Montgomery County	\$40,683	\$51,301			\$51,301	\$257,328	
95X	Franklin	\$32,791	\$56,185			\$56,185	\$281,231	
	Williamson County	\$32,791	\$78,040			\$78,040	\$410,319	
	Spring Hill	\$32,791	\$42,237			\$42,237	\$254,275	
All Bus	Davidson County - Bus	\$262,714	\$320,200			\$320,200	\$1,480,831	

RTA Proposed FY2026 Budget

The Regional Transportation Authority of Middle Tennessee's (RTA) budget proposal for FY2026 has an overall increase of approximately \$391,002, or 3.6% from \$10.8 million to \$11.2 million. This reflects several cost increases related to operating commuter bus and rail services, ongoing state of good repair activities, increased security coverage at RTA facilities, increased expenses for train parts and supplies, and anticipated legal and consulting fees related to the acquisition of land for park and ride facilities. These increases were partially offset by decreased anticipated fuel costs based on more favorable fuel hedging contracts that were completed in October and February and lower open market prices than were experienced in the last year. The attached proposed budget includes the following key assumptions:

- No increase to the MTA Management Contract (5% increase occurred in FY2025)
- Includes new Anchor regional bus service contract, approved by RTA Board in April 2025
- State will continue its operating subsidy and support for regional bus services
- Interest income from invested reserves is used to fund both rail and bus operating expenses
- Full coverage of bus operations using CMAQ funds with both existing funds as well as new awards for CMAQ and CRP (assumes TDOT will swap CRP for CMAQ)
- Tennessee Department of Transportation (TDOT) will continue the support for the WeGo Ride program (payment for state employees to ride transit services)
- Federal §5307 capital funding that will be converted to operating revenue through the preventive maintenance and capital cost of the contracting process

Board Secretary	Date
	6/18/2025
APPROVED:	
	·
RECOMMENDATION: Staff requests that the Board adopts the proposed FY2026 operation	ng budget as presented.
DECOMMENDATION:	
traditional format of the regional bus and train operations while the partners including forecasts through FY2029.	
being made once funding is received. Two versions of the proposed FY2026 budget have been included in the proposed of the proposed of the proposed budget have been included in the proposed of the proposed of the proposed of the proposed budget have been included in the proposed of the proposed of the proposed of the proposed budget have been included in the proposed of the proposed of the proposed of the proposed budget have been included in the proposed of	ded for your reference. One version is the
Should there be any interruption to the flow of funding assumed in million will be available for use throughout the fiscal year. This is for	

WeGo Public Transit (Regional Transportation Authority) FY2026 Proposed Operating Budget 6/13/2025

	Regional Bus	WeGo Star	FY2026 Proposed Budget	FY2025 Approved Budget	Budget Variance	% Variance
Fare Revenues Ticket Revenue from Special Events	\$355,033	\$409,380 118,900	\$764,413 118,900	\$613,116 78,500	\$151,297 40,400	24.7% 51.5%
Passenger Revenues	355,033	528,280	883,313	691,616	191,697	27.7%
Membership Dues Miscellaneous Other Revenues	\$160,650 182,700	\$49,107 239,860	\$209,757 422,560	\$209,757 420,890	\$0 1,670	0.0% 0.4%
Other Operating Revenues	343,350	288,967	632,317	630,647	1,670	0.3%
Wilson Corridor (Wilson County, Lebanon, Mt Juliet) Metro Nashville Government Regional Bus Corridor Subsidies	\$0 320,200 956,963	\$260,408 1,871,800 0	\$260,408 2,192,000 956,963	\$134,408 2,192,030 929,491	\$126,000 (30) 27,472	93.7% 0.0% 3.0%
Local and Regional Funds	1,277,163	2,132,208	3,409,371	3,255,929	153,442	4.7%
-					•	17.4%
State Support State Funds	\$310,324 310,324	\$468,776 468,776	\$779,100 779,100	\$663,400 663,400	\$115,700 115,700	17.4%
Federal CMAQ Funds	\$3,100,252	\$0	\$3,100,252	\$3,027,963	\$72,289	2.4%
Federal COVID-19 Relief Funds (CARES) Federal 5307 (Maint. & Capital Cost of Contracting)	0 251,976	0 2,163,338	0 2,415,314	300,000 2,259,110	(300,000) 156,204	-100.0% 6.9%
Federal Funds	3,352,228	2,163,338	5,515,566	5,587,073	(71,507)	-1.3%
TOTAL REVENUES	\$5,638,098	\$5,581,569	\$11,219,667	\$10,828,665	\$391,002	3.6%
		, ,	, , ,		. ,	
Marret Contract with MTA	¢452.400	¢450 400	¢004 200	£004 200	¢o.	0.00
Mgmt Contract with MTA Management Contract with MTA	\$452,100 452,100	\$452,100 452,100	\$904,200 904,200	\$904,200 904,200	\$0 0	0.0% 0.0 %
		·			-	
Marketing Line of Credit Interest	\$85,000 0	\$85,000 17,500	\$170,000 17,500	\$170,000 17,500	\$0 0	0.0%
Fare Collections Contract	58,804	77,949	136,753	119,410	17,343	14.5%
Station Maint & Security Contract	0	317,750	317,750	221,700	96,050	43.3%
Track Usage, Maint & Dispatch Contract	0	711,850	711,850	709,850	2,000	0.3%
Transit Services (Bus) Contract	4,981,040	318,640	5,299,680	5,141,560	158,120	3.1%
Transit Services (Rail) Contract	0	2,038,775	2,038,775	1,991,800	46,975	2.4%
MCS Special Event Trips Contract	0	61,280	61,280	57,300	3,980	6.9%
Other Services	80,450	159,600	240,050	145,125	94,925	65.4%
Services	5,205,294	3,788,344	8,993,638	8,574,245	419,393	4.9%
Fuel	\$0	\$616,500	\$616,500	\$640,700	(\$24,200)	-3.8%
Fuel	0	616,500	616,500	640,700	(24,200)	-3.8%
Train/Parts/Repair/Maintenance Contract	\$0	\$81,000	\$81,000	\$75,000	\$6,000	8.0%
Supplies	4,200	4,775	8,975	5,675	3,300	58.1%
Printing & Publishing	4,500	2,500	7,000	7,000	0	0.0%
Materials & Supplies	8,700	88,275	96,975	87,675	9,300	10.6%
Utilities	\$11,500	\$167,950	\$179,450	\$191,975	(\$12,525)	-6.5%
Utilities	11,500	167,950	179,450	191,975	(12,525)	-6.5%
Insurance	\$5,120	\$453,800	\$458,920	\$456,700	\$2,220	0.5%
Casualty & Liability	5,120	453,800	458,920	456,700	2,220	0.5%
Travel & Training	\$1,000	\$0	\$1,000	\$1,000	\$0	0.0%
Dues & Membership Fees	4,000	11,000	15,000	15,000	0	0.0%
Other Expenses	5,800	3,600	9,400	9,400	0	0.0%
Other	10,800	14,600	25,400	25,400	0	0.0%
Partner Reserves	(\$55,416)	\$0	(\$55,416)	(\$52,230)	(\$3,186)	6.1%
Partner Reserves Transfer	(55,416)	0	(55,416)	(52,230)	(3,186)	6.1%
Total Operating Expenses	\$5,638,098	\$5,581,569	\$11,219,667	\$10,828,665	\$391,002	3.6%
Annual Surplus / (Deficit)	\$0	\$0	\$0	\$0	\$0	

Regional Transportation Authority Budget for FY2026, Forecasts for FY2027-FY2029

Budget by Partner	FY2025 Approved Budget	FY2026 PROPOSED	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED
xpenses_					
rect Cost of Service Provided					
87X - Gallatin/Hendersonville Express	\$749,960.00	\$770,793.00	\$793,919.00	\$820,958.00	\$838,937.00
89X - Robertson Cty Express	410,693.00	417,893.00	430,431.00	445,091.00	454,838.00
95X - Franklin/Spring Hill Express	723,176.00	751,584.00	774,134.00	800,500.00	818,031.00
94X - Clarksville Express	714,248.00	738,021.00	760,164.00	786,054.00	803,268.00
88X - Dickson Express	392,836.00	403,230.00	415,328.00	429,474.00	438,879.00
84X - Murfreesboro Express	1,359,675.00	1,393,155.00	1,434,904.00	1,483,750.00	1,516,243.00
86X - Smyrna Express	477,096.00	506,360.00	521,534.00	539,288.00	551,098.00
Commuter Rail Train Service	4,259,700.00	4,300,845.00	4,408,383.00	4,611,015.00	4,811,441.00
direct Costs	1,793,511.00	\$1,993,202.00	2,023,086.00	2,095,353.00	2,145,385.00
otal Expenses	10,880,895.00	11,275,083.00	11,561,883.00	12,011,483.00	12,378,120.00
evenue Sources					
elf-Generated Revenues					
Fares & Other Self-generated Revenues	1,112,506.00	1,305,873.00	1,309,885.00	1,300,925.00	1,328,854.00
Membership Dues	209,757.00	209,757.00	209,757.00	209,757.00	209,757.00
Unidentified Revenue Source		-	-	-	-
Total Fares and Other	1,322,263.00	1,515,630.00	1,519,642.00	1,510,682.00	1,538,611.00
deral					
Federal §5307 Contribution - Bus Related Srvcs	230,872.00	251,976.00	258,968.00	267,280.00	275,214.00
Federal §5307 Contribution - Train Related Srvcs	2,028,238.00	2,163,338.00	2,306,204.00	2,508,581.00	2,627,174.00
Federal CARES Contribution - Bus Related Srvcs	-	-	-	-	-
Federal CARES Contribution - Train Related Srvcs	300,000.00	-	-	-	-
Federal CMAQ Contribution - Bus Related Srvcs	3,027,963.00	3,100,252.00	3,193,220.00	3,302,986.00	3,373,193.00
Federal RESCUE Contribution - Train Related Srvcs Total Federal	- 	- F F1F F66 00	- E 759 202 00	- 6 079 947 00	- - 27E E91 00
	5,587,073.00	5,515,566.00	5,758,392.00	6,078,847.00	6,275,581.00
<u>etro</u>					
Davidson County - Bus Related Services	320,200.00	320,200.00	320,200.00	320,200.00	320,200.00
Davidson County - Train Related Services Total Metro	1,871,830.00 2,192,030.00	1,871,800.00 2,192,000.00	1,871,800.00 2,192,000.00	1,871,800.00 2,192,000.00	1,871,800.00 2,192,000.00
	2,192,030.00	2,192,000.00	2,192,000.00	2,192,000.00	2,192,000.00
ate					
OT Table Chara	1,063,400.00	1,179,100.00	1,179,100.00	1,190,800.00	1,202,700.00
Total State	1,063,400.00	1,179,100.00	1,179,100.00	1,190,800.00	1,202,700.00
egional Subsidy Contributions					
SE Corridor (84X, 86X)					
Rutherford County	49,220.00	49,220.00	49,220.00	49,220.00	46,440.50
Murfreesboro	33,610.00	33,610.00	33,514.00	63,375.00	65,295.00
Smyrna	-	4,960.00	21,637.00	23,605.00	24,326.00
LaVergne	9,000.00	15,924.00	21,637.00	23,605.00	24,326.00
MTSU	25,000.00	40,588.00	60,354.00	63,375.00	65,295.00
NE Corridor (87X)					
Sumner County	-	-	-	-	-
Gallatin	55,597.00	55,597.00	55,597.00	55,597.00	55,597.00
Hendersonville	-	-	-	-	-
S Corridor (95X)	70.040.00	70.040.00	70.040.00	70.040.00	70.040.00
Williamson County	78,040.00 42,237.00	78,040.00	78,040.00	78,040.00 42,237.00	78,040.00
Spring Hill Franklin	42,237.00 56,185.00	42,237.00 56,185.00	42,237.00 56,185.00	42,237.00 56,185.00	42,237.00 56,185.00
	30,103.00	36,163.00	50,103.00	30,103.00	36,163.00
N Corridor (89X) Robertson County	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Springfield	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
NW Corridor (94X) Montgomery County	51,301.00	51,301.00	51,301.00	51,301.00	51,301.00
Clarksville	51,301.00	51,301.00	51,301.00	51,301.00	51,301.00
E Corridor (Train)	3.7001.00	2.7001.00	2.7001.00	2.7001.00	0.,001.00
Wilson County	50,000.00	92,000.00	92,000.00	92,000.00	92,000.00
Lebanon	54,408.00	96,408.00	96,408.00	96,408.00	96,408.00
Mt. Juliet	30,000.00	72,000.00	72,000.00	72,000.00	72,000.00
Cheatham County (Pleasant View)	-	-	-	-	-
W Corridor (88X)					
Dickson County	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00
City of Dickson	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00
Total Regional Contributions	663,899.00	817,371.00	859,431.00	896,249.00	898,751.50
	40.030.665.00	11,219,667.00	11,508,565.00	11,868,578.00	12,107,643.50
atal Revenue Sources	[[] X / X hhh '"'	11,213,007.00	11,300,303.00	11,000,370.00	12,107,043.30
	10,828,665.00				
rplus:	10,828,665.00	-		-	
rplus: Membership Dues	- 767,634.00	- (55,416.00)	- (53,318.00)	- (63,653.00)	- (91,389.50
otal Revenue Sources Irplus: Membership Dues BUS Subsidies Reserve Used to cover Services TRAIN Subsidies Reserved for Future Service	-	- (55,416.00) -	(53,318.00) 	(63,653.00) 	- (91,389.50 -

of Middle Tennessee

Board Action Item

Item Number:	R-A-25-014	Meeting Date:	6/18/2025
Item Title:	Nashville & Eastern Railroad Authority (NERA) Land Purchase at Donelson Station		

BACKGROUND:

On June 13, 2022, the Regional Transportation Authority (RTA) received an unsolicited proposal from H.G. Hill and Southeast Venture (HGH/SV) to lease a portion of RTA-owned property adjacent to Donelson Station. The proposal outlined plans to develop a mixed-use complex incorporating housing, commercial, and retail space to complement the rail station and generate long-term revenue for the Authority. As part of the proposed development, parking for rail patrons would be maintained, station functionality enhanced, and space allocated for a future transit center to support bus service to the airport and other connecting routes.

On October 19, 2022, RTA and HGH/SV entered a 24-month exclusive negotiation period to develop a formal joint development agreement. This agreement was to include a design plan for transit-related improvements, a long-term ground lease, and other financial arrangements to support the broader project, culminating in a final project proposal for Federal Transit Administration (FTA) and RTA Board approval. On September 18, 2024, the RTA Board approved a one-year extension of the exclusive negotiation period through October 19, 2025.

Since the extension, substantial progress has been made toward advancing the joint development agreement between RTA and HGH/SV. However, if mutually acceptable terms cannot be reached with the RTA Board and FTA, the joint development will not proceed. In that case, RTA would still move forward independently with critical transit infrastructure investments, including the transit center, station upgrades, quiet zone implementation, and intersection improvements. To date, RTA has secured over \$29 million in local, state, and federal funding to support these public infrastructure improvements.

On April 16, 2025, the RTA Board approved the award of a design contract to Wendel Architecture, an RTA oncall consultant, for the Donelson Station Infrastructure project. The contract advances the development of 100% construction drawings for key public infrastructure improvements at Donelson Station, including:

- 1. A new roadway connection to Donelson Pike, featuring a new traffic signal located just south of the Donelson Pike and Lebanon Pike intersection;
- 2. Implementation of a railroad quiet zone at two nearby at-grade crossings;
- 3. A new roadway with six bus bays providing direct access to a transit center adjacent to the station; and
- 4. Associated pedestrian walkways, shelters, and passenger amenities.

To enable construction of the new roadway connection, RTA's on-call consultant identified the need to acquire a 0.92-acre parcel owned by the Nashville & Eastern Railroad Authority (NERA). On behalf of RTA, Hill Southeast Donelson, LLC (HGH/SV) negotiated a purchase and sale agreement with NERA. The agreement includes a provision allowing Hill Southeast Donelson, LLC to assign the contract to RTA within 30 days of execution, after which RTA will have 120 days to complete the purchase.

The agreed-upon purchase price is \$1,007,000. An appraisal of the property was conducted by Boozer and Company on April 18, 2025, and reviewed by Cushman and Wakefield on May 12, 2025. The purchase price was determined to be within fair market value. This process was completed in accordance with the requirements of the Federal Transit Administration (FTA) of the United States Department of Transportation (USDOT).

RECOMMENDATION:
Staff requests Board approval to authorize the Chief Executive Officer to execute the Assignment of the Purchase and Sale Agreement and complete the acquisition of a 0.92-acre tract from the Nashville & Eastern Railroad Authority for \$1,007,000.00. This acquisition will support planned transit infrastructure upgrades at Donelson Station, advancing WeGo's efforts to enhance transit service at the WeGo Star Donelson Station.
APPROVED:

Board Secretary

6/18/2025

Date

REGIONAL TRANSPORTATION AUTHORITY OF MIDDLE TENNESSEE

Action of the Board of Directors

The following action was duly adopted by the Board of (the "**Board**") of Regional Transportation Authority of Middle Tennessee ("<u>RTAMT</u>"), at a meeting held on June 18. 2025, at 44 Vantage Way, Suite 450, Nashville TN 37228, at which a quorum was present and voting throughout.

WHEREAS, the Board has reviewed that certain proposed Purchase and Sale Agreement by and between Hill Southeast Donelson, LLC (the "Purchaser") and Nashville & Eastern Railroad Authority (the "Seller") as the same may be further amended from time to time, (collectively, the "Purchase Agreement"), pursuant to Purchaser agreed to purchase and Seller agreed to sell that certain real property and improvements thereon containing 0.92 acres adjacent to the Donelson Station owned by RTAMT for a purchase price equal to its appraised value of \$1,007,000, as more particularly described in the Purchase Agreement (such transaction, the "Purchase Transaction").

WHEREAS, the Purchase Agreement includes a provision allowing Purchaser to assign the Purchase Agreement to RTAMT, after which RTAMT will have 120 days to complete the purchase.

WHEREAS, the Board deems the Purchase Transaction advisable and in the best interest of RTAMT to facilitate certain planned transit infrastructure upgrades at Donelson Station, including a new roadway connection to Donelson Pike with a new traffic signal south of the intersection of Donelson Pile and Lebanon Pike, a quiet zone, a roadway with six bus bays with immediate access to a transit center adjacent to the station platform, and adjacent pedestrian walkway, shelters, and associated amenities.

NOW, THEREFORE, BE IT RESOLVED, that the Purchase Transaction and the Assignment of the Purchase Agreement be, and hereby are, ratified and approved in all respects and RTAMT is authorized to take any and all action necessary to consummate the Purchase Transaction.

FURTHER RESOLVED, that the officers of RTAMT including, without limitation, Stephen G. Bland in his capacity as Chief Executive Officer of RTAMT, as may be appropriate, or any of them acting alone, are hereby authorized and directed, in the name and on behalf of RTAMT, to execute and deliver the Assignment of the Purchase Agreement, and all associated documents in connection with the Purchase Agreement and Purchase Transaction, including, without limitation, the any certificates, affidavits, authorizations, documents, assignments and other instruments or papers, and said officers are further authorized and directed to do any and all things that may be necessary or advisable to carry out the intent of the foregoing resolutions and fully to perform the obligations of RTAMT under the documents executed and delivered on behalf of RTAMT, pursuant to such resolution, all such actions having heretofore been taken, being hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the approval of any document referred to in the foregoing resolutions and the authorization of the execution, delivery and filing thereof shall include such documents in substantially the form reviewed by counsel to RTAMT, together with completions, additions, deletions and other changes as the officer(s) executing same shall deem necessary, appropriate or advisable, and the execution thereof by such officer(s) shall constitute conclusive proof of the Board authorization of such documents in the form so executed.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by any officer, manager, employee, agent or representative of RTAMT in accordance with the preceding resolutions is hereby approved, ratified and confirmed in all respects as the act and deed of RTAMT.

MAYOR RANDALL HUTTO	

of Middle Tennessee

Board Action Item

Item Number:	R-A-25-015	Meeting Date:	6/18/2025
Item Title:	Murfreesboro Park and Ride - Real Property Purchase		

BACKGROUND:

The strategic service plan of the Regional Transportation Authority (nMotion) has identified the development of well located "purpose-built" park and ride facilities as a major necessity to maximize success of regional bus service, allowing for intermodal connections. In locations where we have such facilities (along the Star corridor, Clarksville, etc.) we have seen significantly higher levels of usage than in areas with makeshift facilities.

Currently, the City of Murfreesboro is in the process of finalizing construction and opening a new transit center on a 5+ acre site near downtown Murfreesboro. The transit center would operate from 6 am to 6 pm Monday through Friday, 9 am to 4 pm on Saturday, and no service currently on Sunday. In addition to being well situated as a connecting point to local bus service, this location has very good proximity to the I24 corridor along which RTA express service operates between Murfreesboro and Nashville. Through collaboration with the City of Murfreesboro, the RTA identified a parcel of property at 725 Bridge Avenue on the site of a closed church immediately adjacent to the city's new transit center. This site not only provides an accessible permanent location for a park and ride, but it also presents a unique opportunity for expanding travel options by improving transit connectivity between regional and local transit service.

RTA started negotiation to acquire the site located at 725 Bridge Avenue in Murfreesboro TN 37129 and is further identified as tax parcel 102B-B-020.00. The property has a 3,240 square foot, single story, church facility owned by the Bridge Avenue Church of Christ, that lies on 0.749-acre tract. Vehicle parking and access to the property are via two property entrances along the southern margin of Bridge Avenue and lead to a paved and gravel driveway with concrete sidewalk areas. This makes the property site ideal for a park and ride location. At this point the church's leadership was looking to sell the property due to low membership and an aging congregation that could no longer maintain the maintenance of eth building and property. On September 20, 2023, the RTA secured a categorical exclusion under NEPA from FTA, as well as a section 106 consultation, since the park and ride project would be in an area without cultural resources and has no potential to cause effects to historic properties in accordance with 36 CFR Part 800.

The Regional Transportation Authority secured the appraisal services of Ted Boozer of Boozer and Company, PC to conduct the initial appraisal report and S. Todd Rogers of Real Estate Analysts - to provide an appraisal review report in accordance with the Federal Transit Administration (FTA) guidelines. The initial appraisal report was completed on June 5, 2023, and the appraisal review report was completed on June 12, 2023. The substantiated appraised amount for the property is \$490,000.00.

The church's board met in latter part of 2023 and decided to begin the process of dissolution of its non-profit status under Tenn. Code Ann. §48-64-103(c) and the Bridge Avenue Church of Christ agreed in principle to accept the amount appraised and offer by the RTA. In December 2023, the RTA began performing due diligence study of the property in accordance with FTA guidelines. Over the next year and half the church leadership and its attorney experienced several health-related issues that delayed the church's board official vote to sell the property and subsequent filling of the dissolution of the church's non-profit status with the Attorney General's office. The WeGo Public Transit staff on behalf of the RTA worked with their outside counsel Richard Warren of Bradley, Arant, Boult & Cummings and the church's attorney, J. Lynn Watson from Murfreesboro, TN (pro bono) to finalize the dissolution filings of the church's non-profit and public interest status with the state of Tennessee.

On April 17, 2024, the church voted to sell the property to RTA and subsequently executed a purchase sale agreement the following day.

After seven months of working with the church's attorney on the dissolution filing for the state of Tennessee Attorney General's office, in January 2025 the filing was completed between WeGo staff, RTA's attorney and the church's pro bono attorney. On or about February 12, 2025, the church's attorney filled the dissolution of non-profit and intent to sale documents to the Attorney General's office. On April 4, 2025, the Bridge Avenue Church of Christ received concurrence to sale the property.

Due to the numerous delays and the amount of time it took to finalize sale purchase approval with the church, the appraisal and appraisal review reports was at that time two years old. Therefore, WeGo staff requested guidance from FTA on whether an updated appraisal would be needed to facilitate the sale. On April 11, 2025, RTA received notification that since the sale purchase will not be made utilizing federal assistance, FTA concurrence on the appraisal and appraisal review was not required, therefore the sale purchase can move forward. The purchase of the property will come from 75% of state IMPROVE Act funds from Tennessee Department of Transportation and 25% of local match funds.

RTA's attorney, Richard Warren has completed all sale purchase documents and provided the required settlement documents for the Board's review as attachments.

RECOMMENDATION:

Staff recommends that the RTA Board approve the sale purchase transaction of real property located at 725 Bridge Avenue in Murfreesboro, TN in the amount of \$490,000.00 for the purpose of developing a park and ride location adjacent to the Murfreesboro transit center, and provide authority to the Chief Executive Officer of the Regional Transportation Authority of Middle Tennessee to execute any, and all necessary sale purchase documents to finalize and deliver the property to the Regional Transportation Authority of Middle Tennessee. This real property transaction and acquisition will utilize funds from TDOT through the state IMPROVE Act as well as local funds.

APPROVED:				
	6/18/2025			
Board Secretary				

STATE OF TENNESSEE

Office of the Attorney General



JONATHAN SKRMETTI ATTORNEY GENERAL AND REPORTER

P.O. BOX 20207, NASHVILLE, TN 37202 TELEPHONE (615)741-3491 FACSIMILE (615)741-2009

April 4, 2025

SENT VIA USPS MAIL AND EMAIL

J. Lynn Watson 711 Majesty Drive Murfreesboro, TN 37129 jlynnwatsonlaw@aol.com

RE: Sale of Assets by and Dissolution of Bridge Avenue Church of Christ, a Tennessee Public-Benefit Nonprofit Corporation

Dear Mr. Watson:

The Public Interest Division of the Office of the Attorney General and Reporter completed its review of the documents you provided regarding the sale of all assets owned by Bridge Avenue Church of Christ to Regional Transportation Authority of Middle Tennessee, and the planned dissolution of Bridge Avenue Church of Christ after the closing on the sale transaction. Based on that review, the Office intends to take no action with respect to the sale and dissolution transactions.

Upon completion of the dissolution transaction, Tenn. Code Ann. § 48-64-103(c) requires you to provide the Attorney General with a list showing recipients (other than creditors) to whom assets were transferred or conveyed. The list must indicate which asset(s) each recipient received and provide the address of each recipient. Consistent with that statutory requirement, please provide a sworn final affidavit verifying that the dissolution is complete, and the assets have been transferred or conveyed to the designated recipients. A final transaction affidavit form is enclosed. Please submit the requested materials via email to the address listed below.

Please be advised that the Attorney General reserves the authority to act in the public interest pursuant to the authority vested in him under the Tennessee Nonprofit Corporation Act, specifically Tenn. Code Ann. § 48-51-701, and other laws.

Please feel free to call me directly if you have any questions or concerns.

Sincerely,

Matthew J. Jones

Matthew F. Jones

Assistant Attorney Coursel Assistant Attorney General

(615) 532-5817

Matt.jones@ag.tn.gov

Encl.

CERTIFICATION AND VERIFICATION AFFIDAVIT OF THE ACQUIRER

To be completed by President or Chief Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General and Reporter. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies that are authentic for the purposes of Tennessee law. If copies were submitted, I agree to retain the originals under my care, custody, and control; I will not destroy or alter the originals without the express, written consent of the Attorney General and Reporter or his appointed designee.

I understand that my obligation to provide information pursuant to this Request shall be continuing in nature, and I shall notify the Attorney General and Reporter in writing if any responses should be updated, corrected, or modified.

I certify, upon personal knowledge and under penalty of perjury, that the attached Request for Information Form has been completed with true and accurate information.

FURTHER AFFIANT SAITH NOT Affiant's Signature: Chief Executive Officer Title: Address: 430 Myatt Drive; Madison, TN 37115 Phone: 615-862-5969 Steve.Bland@nashville.gov Email: STATE OF \ unessel

COUNTY OF Davidson Sworn and subscribed before me this 3

Notary Public

My Commission Expires:

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of April 18, 2024 (the "Effective Date"), by and between BRIDGE AVENUE CHURCH OF CHRIST, a Tennessee nonprofit corporation ("Seller") and REGIONAL TRANSPORTATION AUTHORITY OF MIDDLE TENNESSEE, A BODY POLITIC (together with its successors or assigns, the "Buyer").

WITNESSETH

WHEREAS, Seller is the owner of certain real property in Rutherford County, Tennessee located at 725 Bridge Avenue, Murfreesboro, TN 37219 being Parcel No. 102B-B-020.00-000 and as more particularly described on Exhibit A attached hereto (collectively, the "Land"), together with all fixtures, chattels, and articles of personal property, if any, placed upon or attached to or used in connection with the operation of any improvements thereon and all rights, privileges, and easements, if any, appurtenant to and/or serving the land or improvements thereon, including all water, mineral and air rights and rights of way related thereto; and all assignable right, title and interest of Seller in and to all lines, transformers, cables, conduits, casings, duet banks, vaults, manholes, pipes, valves, and other equipment, facilities, and appurtenances, for the provision or distribution of electricity, domestic water, drainage, sanitary sewer service, wastewater service, and fire protection, situated on the Land as of the Effective Date; and all right, title and interest of Seller in and to all warranties, guaranties, licenses, and permits and other entitlements relating to the Property or any improvements thereon to the extent to which each of the same relate to the Land or any buildings on the Land and are assignable as of right by Seller (collectively, the "Property"); and

WHEREAS, Seller desires and agrees to sell the Property to Buyer and Buyer desires and agrees to purchase the Property from Seller, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the receipt of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

- 1. **Purchase Price**. The purchase price for the Property is \$490,000.00 (the "**Purchase Price**"); provided, however, that Buyer and Seller acknowledge and agree that during the Inspection Period (as hereinafter defined), Buyer shall obtain an appraisal of the Property (the "**Appraisal**") from a licensed appraiser, such appraiser to be selected in Buyer's sole discretion, and that the Purchase Price shall be adjusted, to the extent required, based upon the appraised value set forth in such Appraisal. The Purchase Price for the Property shall be payable as follows:
- (a) the sum of \$5,000.00 payable by Buyer in immediately available funds within five (5) business days after the Effective Date as an earnest money deposit for the Property (the "Earnest Money") to be held by Fidelity National Title Insurance Company, 6840 Carothers Parkway, Suite 200, Franklin, Tennessee 37067 (the "Title Company"), in accordance with this Agreement. Subject to the provisions of this Agreement, the Earnest Money shall be applied to payment of the Purchase Price at Closing (as hereinafter defined); and

- (b) the balance of the Purchase Price shall be paid at the closing of the sale of the Property and delivery of the Special Warranty Deed (defined herein) (the "Closing").
- deliver to Buyer a special warranty deed (the "Special Warranty Deed"), and if requested by Buyer, a quitclaim deed using the surveyor's description of the Property (the "Quitclaim Deed" the Quitclaim Deed and the Special Warranty Deed are collectively referred to herein as the "Deeds"), conveying to Buyer, good, record and marketable title to the Property, in fee simple, free and clear of all liens, encumbrances, covenants, restrictions, easements, rights of way, claims, rights and other matters whatsoever, except any matter relating to title or survey which is accepted or deemed accepted by Buyer prior to the Closing Date (as hereinafter defined) pursuant to the terms of Section 6 hereof (the "Permitted Exceptions").
- 3. **Seller's Representations and Warranties**. For the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Buyer as follows:
- (a) Seller is the sole owner of the Property and has and will convey to Buyer at Closing, good, marketable title to the Property, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights of way, easements, judgments or other matters affecting title other than the Permitted Exceptions;
- (b) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not conflict with any applicable law, ordinance, regulation, statute, rule, restriction or any judgment, order or decree of any court having jurisdiction over Seller;
- (c) As of the Closing Date there shall be no leases (including, without limitation, any tenant leases), maintenance contracts, licenses, commitments or agreements of any other nature, whether oral or written, affecting the sale, conveyance, lease, use or possession of the Property or any part thereof (collectively, "Leases");
- (d) Seller has the authority to execute this Agreement and all documents to be executed and delivered in regard to the consummation of the transactions contemplated hereby. Seller has the full right, power and authority to sell and convey the Property to Buyer as provided herein and to carry out its obligations hereunder;
- (e) Seller has no knowledge of the presence on the Property of any substances regulated or listed pursuant to any environmental law which presence constitutes a violation or state of noncompliance with any federal, state, or local law. To Seller's knowledge, there are no underground storage tanks under the Property;
- (f) Seller has no knowledge of and has received no notice concerning any existing or proposed special assessments or similar taxes, charges or assessments against the Property or any utility service moratoriums or other moratoriums affecting the Property. There are no tax appeals or tax reduction proceedings affecting the Property; and

(g) There are no rights of first refusal or rights of first offer to lease or purchase the Property or options to purchase the Property, other than with respect to Buyer.

All representations and warranties made by Seller in this Agreement (i) are true and correct as of the Effective Date, and (ii) shall be true and correct as of the Closing Date and shall survive Closing and the recordation of the Special Warranty Deed.

- 4. **Conditions Precedent**. The obligation of Buyer hereunder to purchase the Property is subject to the following conditions and Buyer may elect not to close on the purchase of the Property, unless all of the following conditions are satisfied or waived by Buyer:
- (a) The representations and warranties of Seller set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties have been made on and as of the Closing Date, and Seller shall have complied in all respects with all covenants and obligations set forth in this Agreement;
- (b) Seller shall have delivered to Title Company for delivery to Buyer all documents and items to be delivered at Closing pursuant to the terms of this Agreement;
- (c) At Closing, the Title Company shall issue to Buyer a current ALTA form extended coverage Owner's Policy of Title Insurance ("Title Policy") insuring Buyer's fee simple interest in the Property for the sum equal to the Purchase Price, subject only to the Permitted Exceptions;
- (d) There shall have been no material change in the physical condition of the Property from the date hereof through the Closing Date; and
 - (e) No Leases shall affect the Property as of the Closing Date.

The conditions precedent set forth in this Section are intended solely for the benefit of Buyer. If any of such condition(s) are not satisfied on or before the Closing Date, Buyer shall have the right, at its sole election, either to: (i) waive the condition(s) in question, either in whole or in part, and proceed with the purchase; or (ii) terminate this Agreement by giving Seller and the Title Company written notice of such election, in which event the Title Company shall return the Earnest Money to Buyer and neither party shall have any rights or obligations under this Agreement except those that specifically survive termination. Notwithstanding the foregoing, if the non-satisfaction of any of the foregoing conditions constitutes a default by the Seller hereunder, Buyer may exercise the remedies set forth in Section 11(b) or otherwise available to it at law or in equity.

5. Approval of Property and Seller's Post Execution Deliverables.

(a) Commencing on the Effective Date and continuing for sixty (60) calendar days thereafter (the "Inspection Period"), Seller shall afford Buyer and its representatives a continuing right to inspect the Property and to enter upon the Property and conduct surveys, feasibility studies, and any other inspections Buyer deems necessary or desirable. During the Inspection Period, Buyer may conduct engineering studies, environmental testing, soil and subsoil tests (including core drillings) on the Property (collectively, the "Invasive Testing"). Further, Seller agrees to

provide to Buyer any and all due diligence materials related to the Property that Buyer may request. Buyer shall indemnify and hold Seller harmless from and against any loss, claim or liability arising or resulting from any physical damage to the Property or injuries to persons or property resulting from the inspections made by Buyer or Buyer's agents or representatives and such obligations shall survive any termination hereof. No later than five (5) days after the Effective Date, Seller shall provide or cause to be provided to Buyer a complete copy of all documentation regarding the Property that is in the possession or control of Seller, including but not limited to: (i) building and floor plans; building permits; and existing warranties; (ii) any existing land title survey of the Property and the current title insurance policy covering the Property, if any; (iii) any environmental and engineering reports and specifications prepared for Seller (or any predecessor of Seller) relative to the Property; (iv) most recent real estate tax bills; (v) copies of all unrecorded easements and restrictive covenants and/or agreements relative to the Property, if any; and (vi) any correspondence with government authorities, written demands, and other notifications relative to the Property.

- (b) If for any or no reason, in Buyer's sole and absolute discretion, Buyer is not satisfied with the Property in any respect, then Buyer may terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Inspection Period.
- (c) Notwithstanding anything to the contrary contained herein and subject to obtaining Seller's consent for any the Invasive Testing as provided hereinabove, during the period of time commencing on the Effective Date and continuing through the Closing Date, Buyer shall have the continuing right to inspect the Property and to enter upon the Property and conduct the Invasive Testing, surveys, feasibility studies, and any other inspections Buyer deems necessary or desirable.

6. Title Insurance and Survey.

- (a) Buyer shall obtain and deliver to Seller a commitment for the Title Policy ("Title Commitment") from the Title Company, the costs of procuring such Title Commitment shall be Buyer's and such obligation shall survive the expiration or termination of this Agreement. Buyer may obtain at Buyer's sole expense an ALTA/NSPS survey of the Property (the "Survey").
- If the Title Commitment shows that Seller does not have good, record and (b) marketable indefeasible, fee simple title to the Property, or that there are any defects, liens or encumbrances or any other matters which are not acceptable to Buyer ("Title Objection Notice"), Buyer may notify Seller prior to the expiration of the Inspection Period. Not later than five (5) calendar days after receipt of notice of such Title Objection Notice (the "Cure Period"), Seller shall have taken and completed all actions as are necessary to remove any such defects, liens and encumbrances reflected in such Title Objection Notice, except any "Monetary Liens" (as hereinafter defined), which Seller shall pay at Closing and provide Buyer satisfactory evidence of payment and release or otherwise cause the Title Company to insure over such defects in a manner reasonably acceptable to Buyer. If Seller fails within the Cure Period to (i) eliminate any such defects, liens and encumbrances set forth in the Title Objection Notice, and (ii) obtain an endorsement deleting such matters as exceptions in the Title Commitment and the Title Policy, Buyer shall have the option to accept the status of title of the Property subject to such defects, liens or encumbrances and other matters and proceed with this Agreement, or give Seller written notice of termination, in which event this Agreement shall terminate, the Earnest Money shall be returned

to Buyer, and both Buyer and Seller shall be released of all liabilities and obligations under this Agreement except as otherwise provided hereunder.

(c) If the basis of Buyer's objection to Seller's title are any mortgages, security interests, liens, tax or assessment liens or obligations (other than those which are Permitted Exceptions or are created or incurred as a consequence of the acts or omissions of Buyer) (which matters are collectively hereinafter referred to as "Monetary Liens"), Seller shall obtain and deliver at the Closing all instruments as may be necessary to secure full discharge of all Monetary Liens and to release them of record, and shall cause the Title Company to issue the Title Policy without exception for any such Monetary Liens. Seller shall also pay all attorneys' fees, costs and expenses incurred in connection with obtaining the discharge and release of such Monetary Liens and the Title Policy and required endorsements and the recording of instruments. If Seller so desires, all or a part of the net proceeds payable to Seller at the Closing may be applied to payment of such Monetary Liens at the Closing.

7. Closing Date, Costs and Documents.

- (a) If Buyer has not terminated this Agreement in accordance with Sections 4, 5 or 6, then delivery of the Deeds and all other closing documents to be delivered by Seller to Buyer and payment of the balance of the Purchase Price in accordance with the provisions of Section 1 hereof, shall take place by mail-away escrow through the office of the Title Company on or before thirty (30) days after the end of the Inspection Period (the "Closing Date").
- (b) Seller shall pay: (i) any prorations that are the responsibility of the Seller pursuant to Section 9; (ii) all transfer taxes payable in connection with the conveyance of the Property to Buyer; (iii) title examination fees, title insurance premiums and the cost of any endorsements requested by Buyer; and (iv) one-half of any closing or escrow fees charged by the Title Company. Buyer shall pay for (i) any environmental inspection report or other third-party reports obtained by Buyer in connection with the inspection of the Property; (ii) any prorations that are the responsibility of the Buyer pursuant to Section 9; (iii) the costs of the Survey and Appraisal; (iv) recordation fees incurred in recording the Deeds; and (v) one-half of any closing or escrow fees charged by the Title Company. Each party shall pay its own attorneys' fees.
- (c) At Closing, in addition to the Deeds, Seller shall deliver to Buyer and the Title Company: (i) such instruments or documents as are necessary, or reasonably required by Buyer and the Title Company, to evidence the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the purchase and sale transaction contemplated hereby; (ii) a bill of sale and an assignment or assignments, duly executed and acknowledged by Seller, assigning to the Buyer any subsisting assignable guaranties and warranties issued in connection with the construction, improvement, alterations and repair of the Property, together with the original of each such guaranty and warranty, if available and in Seller's possession; (iii) a satisfactory written certificate complying under the Foreign Investment in Real Property Act and the regulations thereunder ("FIRPTA"), certifying that Seller is neither a foreign person nor subject to withholding under FIRPTA, and containing Seller's tax identification or social security number and address; (iv) a certificate executed by Seller and reasonably acceptable to Buyer certifying that the representations and warranties set forth in this Agreement are materially true and correct on and as of the Closing Date; (v) all certificates, affidavits, resolutions or other instruments reasonably requested by the Title

Company and/or Buyer in order for the Title Company to issue the Title Policy in the form and with the coverage described in this Agreement, including an owner's affidavit in the form required by the Title Company, (A) necessary to allow the Title Company to delete from the title policy issued under the Title Commitment the standard exceptions for contractors' and mechanics' and materialmen's liens, parties in possession, and other matters customarily deleted with such owner's affidavit and (B) stating, among other things, that there are no outstanding unpaid bills for which liens can be attached to the Property and sufficient for the Title Company to provide "gap" coverage; (vi) a settlement statement (which shall also be executed by Buyer) detailing the financial transaction contemplated herein, including, but not limited to, the Purchase Price, prorations and closing costs; and (vii) such other documents as are reasonably required to carry out the terms and provisions of this Agreement.

8. **Possession**. At Closing, Seller shall deliver quiet and exclusive possession of the Property to Buyer.

9. Pro-rations.

- (a) Except as otherwise set forth hereinafter, if the transaction contemplated by this Agreement is consummated, the following items shall be paid, prorated or adjusted as of 12:01 a.m. Central Time on the Closing Date ("**Proration Date**"), in the manner hereinafter set forth:
- (i) All real estate taxes and personal property taxes due and owing as of the Proration Date, and all installments of assessments for public improvements or other matters or facilities which constitute a lien against the Property and are due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller on or before the Closing Date.
- (ii) Real estate taxes not yet due and owing as of the Proration Date shall be prorated as of the Proration Date based upon the tax year of the applicable taxing authority so that the portion of the prorated taxes allocable to the period from the beginning of each tax year through the Proration Date shall be credited to Buyer and the portion of the current taxes allocable to the portion of such tax year following the Proration Date to the end of such tax year shall be the responsibility of Buyer. The adjustment shall be predicated upon the most recently available tax bills or actual rates and assessments, provided that such real estate taxes shall be re prorated forthwith upon Buyer's receipt of the actual tax bill or bills for the tax year or tax years in question.
- (iii) Seller shall pay all costs and be responsible for all expenses, liabilities (actual or contingent), claims and obligations incurred, accrued or arising prior to and through the Proration Date in connection with the ownership, management, operation, repair, or maintenance of the Property. Buyer shall pay all costs and be responsible for all expenses, liabilities (actual or contingent), claims and obligations incurred, accrued or arising after the Proration Date in connection with the ownership, management, operation, repair or maintenance of the Property.
- (iv) Utility meters for utility services payable by Seller shall be read on or immediately prior to the Proration Date, if possible, and the amounts due as disclosed by such reading shall be paid by Seller (and in any event, all utility charges and billing shall be prorated as of the Proration Date).

- (v) All other items which are customarily prorated in transactions similar to the transaction contemplated hereby, and which were not heretofore dealt with, will be prorated as of the Proration Date.
- (b) All pro-rations shall be calculated on the basis of a three hundred sixty-five (365) day year. Seller and Buyer hereby agree that if any of the aforesaid pro-rations cannot be calculated accurately on the Proration Date, then the same shall be calculated after the Proration Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party. The provisions of this Section 9(b) shall survive the Closing.
- 10. **Notices**. Any notice or other writing required or permitted to be given to a party under this Agreement shall be given in writing and shall be (i) delivered by hand, (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, (iii) delivered through or by UPS, Federal Express, or other courier service, or (iv) delivered by electronic mail. Any notice or demand that may be given hereunder shall be deemed complete: (a) upon depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested; (b) on the next business day after depositing any such notice or demand with UPS, Federal Express, or other overnight courier service, (c) upon hand delivery to the appropriate address as herein provided or (d) upon the date such electronic mail is sent to the email address set forth below. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate addresses for notice hereunder shall be the following:

Seller: Bridge Avenue Church of Christ

725 Bridge Ave.

Murfreesboro, TN 37129 Attention: Tim McElroy

Email: _____

Buyer: Regional Transportation Authority

of Middle Tennessee

430 Myatt Dr

Nashville, TN 37115 Attn: Vince Malone

Email: Vince.Malone@nashville.gov

with copy to: Bradley Arant Boult Cummings LLP

Attention: Richard F. Warren 1221 Broadway, Suite 2400 Nashville, Tennessee 37203

Phone: (615) 252-2337

E-Mail: rwarren@bradley.com

11. Remedies.

(a) If this Agreement has not been terminated in accordance with any of its provisions at or prior to Closing and Buyer fails to close the purchase and pay the balance of the

Purchase Price at Closing, the Title Company shall deliver the Earnest Money (together with all interest earned thereon) to Seller.

- (b) In the event Seller breaches its obligations under this Agreement and/or fails to close on the sale of the Property for any reason other than Buyer's default, Buyer may, at Buyer's sole option, elect to: (i) terminate this Agreement by written notice delivered to Seller and receive a full refund of the Earnest Money and Seller shall reimburse Buyer for all of its costs and expenses incurred in the negotiation of this Agreement, inspection of the Property and costs otherwise related to Buyer's pursuit of the transaction reflected by this Agreement, and/or (ii) enforce specific performance of this Agreement against Seller, such obligations set forth in this Section 11(b) shall survive any termination hereof.
- 12. **Brokers**. Each party represents and warrants to the other that it has not dealt with any other real estate brokers who may claim a fee or commission in connection with the transactions contemplated hereby as a result of such party's acts, and shall indemnify and hold the other harmless against any such claim made by any other broker claiming by, through or under such party. This provision shall survive the Closing.
- 13. **Entire Agreement**. This Agreement constitutes the entire agreement between Seller and Buyer and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.
- 14. **Assignment**. Buyer may freely assign its rights and obligations under this Agreement to any individual or entity without Seller's prior written consent.
- 15. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Each party irrevocably submits to the non-exclusive jurisdiction of the United States District Court for the Middle District of Tennessee and the State Courts of the State of Tennessee located in Davidson County, Tennessee for the purposes of any suit, action or other proceedings arising out of this agreement.
- 16. Waiver of Jury Trial. In the event of any action or proceeding (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement or the transaction contemplated by this Agreement, (i) the prevailing party shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees and costs, and (ii) a court shall determine all issues of law and fact, a jury trial being expressly and mutually waived and (iii) all parties agree to the venue of Davidson County, Tennessee.
 - 17. **Time of the Essence**. Time is declared to be of the essence of this Agreement.

18. Miscellaneous.

(a) <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

- (b) <u>No Recordation</u>. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of Seller and Buyer.
- (c) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, in original or by electronic mail PDF format copy, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. A PDF format copy of a signature shall have the same force and effect as an "original" signature.
- (d) <u>Attorneys' Fees</u>. Each party shall be responsible for the payment to the other of all reasonable attorneys' fees and costs incurred by in enforcing the provisions of the terms of this Agreement; provided, however, that in any action between the parties relating to this Agreement, the prevailing party in any dispute or litigation shall be entitled to reimbursement from the other party of all the prevailing party's reasonable attorneys' fees and costs.
- Risk of Loss. The risk of loss or damage to the Property by fire, or other (e) casualty, or condemnation, prior to the Closing Date, is assumed by Seller. If (a) all or a portion of the Property should be destroyed or damaged by fire or other casualty before the Closing, and not restored to the satisfaction of Buyer on or before said Closing, or (b) any condemnation or eminent domain proceedings are threatened or initiated which might result in the taking of any portion of the Property, then Buyer may, at its option, either (i) terminate this Agreement with respect to such Property by written notice delivered to Seller and receive e a refund of the Earnest Money, or (ii) proceed with the purchase of the Property pursuant to this Agreement, less any interest taken by a condemnation or eminent domain proceeding. Upon the Closing, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking and assign, transfer and set over to Buyer any sums of insurance money paid for any destruction or damages, and all of the right, title and interest of Seller in and to any insurance awards that may thereafter be made for such destruction or damages and provide Buyer a credit on the settlement statement for the amount of any insurance deductibles. Seller shall keep the Property insured against casualty in amounts not less than the full replacement cost of the Property throughout the term of this Agreement.
- (f) <u>Additional Acts</u>. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered at the Closing, Buyer and Seller agree to perform, execute and/or deliver any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require to (i) evidence and vest in Buyer the ownership of, and title to, the Property and (ii) consummate the transactions contemplated hereunder.
- (g) <u>Business Day</u>. In the event that the date for taking any action under this Agreement (including, but not limited to, the giving of a notice of termination or Closing) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended until 5:00 p.m. Central Time on the next regularly scheduled business day in Nashville, Tennessee.
- (h) <u>Exclusivity</u>. Buyer contemplates the expenditure of substantial sums of time and money in connection with legal, accounting, financial, and due diligence work to be performed in conjunction with the appraisal and inspection of the Property. For purposes of inducing Buyer to enter into this Agreement, during the life of this Agreement, Seller, or any of its directors, officers, employees, representatives, or affiliates, shall not enter into any agreement

or contract or initiate or hold discussions with any corporation, partnership, company, person or other entity (other than Buyer or its affiliates) concerning a purchase, sale or lease of all or any part of the Property or interest therein.

- (i) <u>Confidentiality</u>. The parties will keep the terms and conditions and existence of this Agreement confidential; *provided*, *however*, either party may disclose such terms and conditions (i) to their respective attorneys, accountants, lenders, prospective lenders and equity investors, partners, contractors and architects who have a need to know such information, (ii) to the extent required by applicable law, and (iii) to the extent necessary to obtain any approvals or permits required in order to consummate the transactions contemplated hereunder. Subject to the preceding sentence, any public announcements pertaining to this Agreement or any other related matter will be subject to Buyer's prior written approval.
- notwithstanding, all notices pursuant to this Agreement, whether from Seller to Buyer or from Buyer to Seller, will be effective if executed by and sent by the attorney of the party sending such notice. Buyer and Seller hereby agree that if a notice is given hereunder by counsel, such counsel may communicate directly in writing with all principals, as may be required to comply with the notice provisions of this Agreement.
- may be part of a contemplated "like kind" exchange for Buyer or Seller, as applicable, under section 1031 of the Internal Revenue Code. As such each Party agrees to cooperate with the other party in implementing and effectuating such exchange, which cooperation may include the execution of documents, and the taking of other reasonable action, as is reasonably necessary in the opinion of Buyer or Seller, as applicable, to accomplish the exchange; provided, however, the Buyer or Seller, as applicable, shall not be required to assume any additional expense or liability. Buyer or Seller, as applicable, expressly reserves the right to assign its rights but not its obligations hereunder to a qualified intermediary, as defined in IRC REG 1.1031(k)-(l)(g)4. The covenant contained in this Section shall survive the Closing and shall not be merged into any instrument of conveyance delivered at the Closing.
- Title Company as Escrow Agent. The Title Company shall promptly deposit the 19. Earnest Money and hold the same and disburse the same in accordance with this Agreement. Failure of clearance of the Earnest Money shall not excuse Buyer from performance under this Agreement and shall be a breach of the Agreement by Buyer. The Earnest Money shall be applied against the Purchase Price at Closing or refunded to Buyer or paid to Seller if this transaction is not closed, as the case may be, all in accordance with the terms of this Agreement. The Earnest Money shall be deposited by Title Company in an interest-bearing account at an FDIC insured financial institution. In performing any of its duties hereunder, the Title Company shall not be liable to a party or to any third person for any erroneous delivery to Buyer or Seller of monies subject to the escrow, nor shall the Title Company incur any liability to anyone for any damages, losses or expenses, except for the Title Company's own willful default, gross neglect or breach of trust. In the event Title Company has doubts as to its duties or liabilities under this Agreement, the Title Company may, in its discretion, continue to hold monies in escrow until the parties mutually agree on disbursement thereof, or until a court of competent jurisdiction shall determine the rights of the parties thereto. Alternatively, the Title Company may elect to deposit the funds held with a court having jurisdiction of the dispute, and upon notifying the parties of such

disposition, all liability of the Title Company under this Agreement shall terminate. In the event of any action between Buyer and Seller in which the Title Company is made a party by virtue of serving as Title Company under this Agreement, or in the event of any suit in which the Title Company interpleads the monies in escrow, the Title Company shall be entitled to recover all costs including reasonable attorneys' fees through all trials, appeals and other proceedings from the losing party.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below their respective signatures.

SELLER:

BRIDGE AVENUE CHURCH OF CHRIST, a Tennessee nonprofit corporation

By: Polly of Pulse.

Name: Babby J. Parker

Title: President

April 18, 2024

BUYER:

REGIONAL TRANSPORTATION AUTHORITY OF MIDDLE TENNESSEE

EXHIBIT A

Legal Description

[To be inserted]

BRADLEY ARANT BOULT CUMMINGS LLP 1221 BROADWAY, SUITE 2400 NASHVILLE, TENNESSEE 37203

SELLER: BRIDGE AVENUE CHURCH OF CHRIST

BUYER: REGIONAL TRANSPORTATION AUTHORITY OF MIDDLE TENNESSEE

PROPERTY: 725 BRIDGE AVENUE, MURFREESBORO, TN 37219

DATE: _____, 2025

SELLER'S SETTLEMENT STATEMENT

Debits Credits \$490,000.00_

Fidelity National Title Insurance Company
Owner's Policy - Premium - \$2,851.77

Title Search Fees \$500.00

Net Proceeds to Seller: \$486,648.23

TOTALS \$490,000.00 \$490,000.00

\$3,351.77

BRADLEY ARANT BOULT CUMMINGS LLP 1221 BROADWAY, SUITE 2400 NASHVILLE, TENNESSEE 37203

SELLER: BRIDGE AVENUE CHURCH OF CHRIST

BUYER: REGIONAL TRANSPORTATION AUTHORITY OF MIDDLE TENNESSEE

PROPERTY: 725 BRIDGE AVENUE, MURFREESBORO, TN 37219

DATE: , 2025

BUYER'S SETTLEMENT STATEMENT

Debits Credits

Purchase Price \$490,000.00

Rutherford County Register - Recording

Special Warranty Deed \$50.00

Funds Due from Buyer \$490,050.00

TOTALS <u>\$490,050.00</u> <u>\$490,050.00</u>

The	undersigne	d has	examined	the ab	ove	settlemen	t stater	ment	and	finds	it c	correct,	and	hereby
auth	orizes and a	pprov	es paymei	nt of th	e am	nounts sho	wn for	Selle	er's a	ccour	nt ai	nd bene	fit.	

SELLER:

BRIDGE AVENUE CHURCH OF CHRIST
a Tennessee nonprofit corporation

By:	
Name:	
Title: _	

The undersigned has examined the above settlement statement and finds it correct, and hereby	y
authorizes and approves payment of the amounts shown for Buyer's account and benefit.	

BUYER:
REGIONAL TRANSPORTATION AUTHORITY OF MIDDLE TENNESSEE
By:
Name:
Title:

Bridge Avenue Church of Christ (circa 2023)



Regional Transportation Authority

		oi iviidale i enne	essee		
⊠ Com	mittee Discussion Item	☐ Exec. Committee	Discussion Item	⊠ Board Discussion Item	
☐ Com	mittee Action Item	Exec. Committee	Action Item		
Item Number:	R-D-25-017		Meeting Date:	6/18/2025	
Item Title:	Monthly Operating St	atistics			
BACKGROUND:					
	nthly operating statistics f	for April 2025.			
The Regional Tra		TA) continued its stro	ong safety perform	ance in April 2025, with ze	ro
	32.5% compared to Ap			easing by 2.5%. WeGo Stoke through the 50% of pr	
another month. Machieved 98.6%.	ITA-operated RTA routes	s recorded a 99.9% cormance (OTP) for RT	ompletion rate, wh A bus services was	ved 100% trip completion file Gray Line-operated routes 76.8%, with Gray Line route	es
Transit Solutions drill included repr TN Homeland Solution, TDOT,	Group, an RJ Corman R resentatives from: Transi ecurity, Nashville OEM,	ailroad Group compar it Solutions Group, RJ Wilson County Reha	ny, took place at the I Coreman, WeGo ab 23, Wilson Co	d by WeGo Public Transit ar e Lebanon Train Station. Th Public Transit, FRA, WEM. unty 911, Lebanon Practic e and Fire Departments, ar	ne A, al
of moving many preserving evider	people during a mass of	casualty incident, whi I investigation. The d	le providing emer rill was conducted	first responders with the tag gency medical services, ar outside of normal commut	nd
CURRENT STAT Staff are available inquiries to Monic	e to address committee r	nember questions reg	arding the attache	d report. Please direct any	
APPROVED:					
Andr	Bucke			6/18/2025	

Date

Chief Operating Officer

RTA Monthly Dashboard Report *

Metric	April 2025	April 2024	Pct. Change
Ridership			% Change
Total RTA Bus Passengers	13,765	14,115	-2.5%
WeGo Star Passengers	13,653	10,307	32.5%
Total RTA Passengers	27,418	24,422	12.3%
Percentage of Pre-Pandemic Ridership	51.6%	45.9%	5.6%
Safety			
RTA Bus Total Accidents	0	2	-200.0%
WeGo Star Total Accidents	0	0	N/A
RTA Bus Total Miles btwn Accidents	N/A	25,278	N/A
WGS Total Miles btwn Accidents	N/A	N/A	N/A
Service Quality	00.350/	00.750/	0.410/
RTA Bus Total Trip Completion % WeGo Star Total Trip Completion %	99.35%	99.76%	-0.41% 0.00%
RTA Bus Total Miles btwn Service Interruption	4,620.2	12,639.2	-63.4%
WGS Total Miles btwn Service Interruption	N/A	N/A	N/A
On-Time Performance ^ RTA Bus WeGo Star	76.8% 92.8%	83.6% 98.9%	-6.8% -6.1%
Customer Care RTA Bus Total Passengers per Complaint	2,109	1,437	46.8%
WeGo Star Passengers per Complaint	3,413	1,145	198.0%

* RTA Dashboard submitted for discussion and for Committee and Board review.

^ On Time Performance reporting began September 2017.

N/A - metric cannot be calculated due to not being divisible by "0".

N/A indicates zero incidents in reporting period.

RTA Monthly Dashboard Report *

Metric	FY2025 April	FY2024 April	Pct. Change
Ridership			% Change
Total RTA Bus Passengers	127,676	122,538	4.0%
WeGo Star Passengers	107,955	83,386	22.8%
Total RTA Passengers	235,631	205,924	12.6%
Percentage of Pre-Pandemic Ridership	44.9%	39.3%	5.7%
Safety			
RTA Bus Total Accidents	9	4	25.0%
WeGo Star Total Accidents	4	2	100.0%
RTA Bus Total Miles btwn Accidents	53,020	119,210	-55.5%
WGS Total Miles btwn Accidents	16,452	33,062	-50.2%
Service Quality RTA Bus Total Trip Completion %	98.99%	99.38%	-0.39%
WeGo Star Total Trip Completion %	99.48%	99.76%	-0.28%
RTA Bus Total Miles btwn Service Interruption	2,969.4	4,856.3	-38.9%
WGS Total Miles btwn Service Interruption	5,062.2	11,020.8	-54.1%
On-Time Performance ^ RTA Bus WeGo Star	80.4% 96.5%	82.7% 98.0%	-2.4% -1.6%
Customer Care	90.5%	96.0%	-1.070
RTA Bus Total Passengers per Complaint	2,805	1,074	161.0%
WeGo Star Passengers per Complaint	5,682	2,382	138.5%

* RTA Dashboard submitted for discussion and for Committee and Board review.

^ On Time Performance reporting began September 2017.

N/A - metric cannot be calculated due to not being divisible by "0

RTA Operations Dashboard Glossary

Metric	Definitions
Ridership	
Total Passengers	
RTA Bus	Total fixed route passenger boardings on all MTA operated RTA routes (64, 84, 86, 93) and Gray Line operated RTA routes (87, 88, 89, 94, 95)
WeGo Star	Total passenger boardings on WeGo Star Rail Service
Safety	
RTA Bus Accidents	A motor vehicle collision, either preventable or non-preventable, in which the Operator did not do everything reasonable to avoid a collision, committed an error or failed to react to the errors of others. A motor vehicle collision in which the Operator committed no driving error and reacted reasonably to the errors of others. (Gray Line & MTA operated RTA metrics combined)
WeGo Star Accidents	Accident – an unexpected, unforeseen, or unintended event that causes injury, loss, or damage. These events can include any event arising from the operation of the railroad which results in the death of any person; or an injury to any person that requires medical treatment, except suicides or attempted suicides; any collision between railroad on-track equipment and an automobile, bus, truck, motorcycle, occupied bicycle, pedestrian or trespasser at any location on the railroad; any collision, derailment, fire, explosion, failure of equipment or infrastructure, act of nature, or other event involving damage to the railroad's on-track equipment, signals, track, track structures, and/or roadbed.
Service Quality	
RTA Bus Missed Trips	The total number of Bus revenue trips not completed or departing more than 30 minutes late -vs- scheduled. (Gray Line & MTA operated RTA metrics combined
WeGo Star Missed Trips	A train that is disabled in transit or cancelled prior to embarking. A missed trip is reported as an annulment and is when the train is cancelled and doesn't complete the run or make it to its final destination.
RTA Bus Trip Completion Percentage	Percentage of one-way fixed route revenue trips completed versus scheduled.
WeGo Star Trip Completion Percentage	Percentage of one-way rail trips completed versus scheduled.

RTA Operations Dashboard Glossary

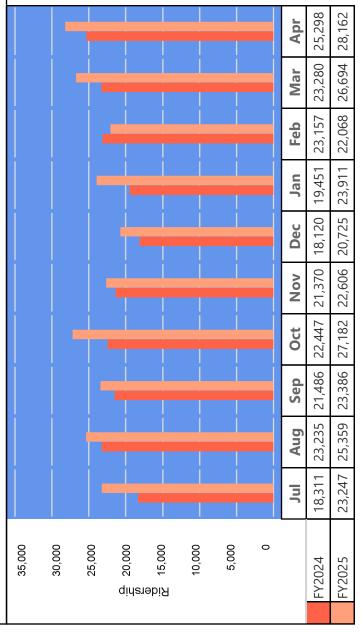
Metric	Definitions
On-Time Performance	
RTA Bus OTP	MTA operated RTA routes - OTP is the Percentage of total scheduled fixed route timepoint departures occurring between 59 seconds early and 5 minutes 59 seconds late obtained from AVL data. Gray Line operated routes - OTP is the Percentage of total scheduled fixed WeGo Central route arrivals and departures occurring no later than 5 minutes 59 seconds late obtained from data provided by Gray Line personnel. (Gray Line & MTA operated RTA metrics combined based on a weighted average of total trips)
WeGo Star OTP	A train is considered on time when the train arrives at the final destination less than 6 minutes from the scheduled time. If a train is held up for 6 minutes or longer it is considered delayed and not on time. Intermediate station times are not included.
Customer Care	
Passengers Carried Per Complaint	
RTA Bus	Total RTA Bus passengers divided by total RTA Bus customer complaints. (Gray Line & MTA operated RTA metrics combined)
WeGo Star	Total WeGo Star passengers divided by total WeGo Star customer complaints.

REGIONAL TRANSPORTATION AUTHORITY

FISCAL YEAR AND MONTH TO MONTH RIDERSHIP COMPARISON - FY2025 - vs - FY2024

	Month	Month to Month Comparison	omparison	Fiscal	Fiscal Year Comparison	arison
	Apr 24	Apr 24 Apr 25	Percentage Change	FY2024	FY2025	Percentage Change
WeGo Star	WeGo Star 10,307 13,653	13,653	32.5%	83,386	107,955	29.5%
Express Bus & Shuttle Services 14,115 13,765	14,115	13,765	-2.5%	122,538	127,676	4.2%
RTA VanStar Vanpool Service 876	9/8	744	-15.1%	10,231	602'2	-24.7%
Total RTA Ridership 25,298 28,162 11.3%	25,298	28,162	11.3%	216,155 243,340 12.6%	243,340	12.6%

Month to Month Ridership Comparison RTA FY2025 -vs- FY2024



Prepared By: WeGo Service Quality Department 05/22/25





FISCAL YEAR & MONTH TO MONTH RIDERSHIP COMPARISON: FY2025 -vs- FY2024 NASHVILLE AND REGIONAL TRANSPORTATION AUTHORITY

	Month to M	Month to Month Comparison	rison		Fiscal Year	
	Apr-24	Apr-25	Change	FY 2024	FY 2025	Change
MTA Local Bus Service	740,512	750,871	1.4%	6,991,814	7,256,049	3.8%
MTA Local Paratransit Service	34,071	37,699	10.6%	316,992	341,468	7.7%
RTA Regional Bus Service	14,115	13,765	-2.5%	122,538	127,676	4.2%
RTA VanStar Vanpool Service	876	744	-15.1%	10,231	7,709	-24.7%
RTA Regional Rail Service	10,307	13,653	32.5%	83,386	107,955	29.5%
* RTA Special Events Rail Service	172	177	2.9%	8,626	10,761	24.8%
Subtotal RTA Rail Service	10,479	13,830	32.0%	92,012	118,716	29.0%
Subtotal MTA & RTA Bus & Rail Service	800,053	816,909	2.1%	7,533,587	7,851,618	4.2%
Williamson County VanStar Vanpool Service	6,021	6,134	1.9%	60,294	54,543	-9.5%
Murfreesboro Transit Local Bus Service	9,260	9,254	-0.1%	84,244	89,460	6.2%
Franklin Transit Local Bus Service	10,781	12,069	11.9%	74,613	83,648	12.1%
Clarksville Transit Local Bus Service	42,773	42,041	-1.7%	428,330	402,705	%0.9-
Total Area Ridership	868,888	886,407	2.0%	8,181,068	8,481,974	3.7%

REGIONAL TRANSPORTATION AUTHORITY ROUTE PERFORMANCE INDICATOR REPORT

For the Month of: April 25

					Average P	Average Passengers
Rte. No.	Route Name	Monthly Ridership	Ridership Change vs Last Year	Revenue Hours Of Service	Per Trip	Per Hour
	CORRIDOR SERVICE COMPARISONS - COMMUTER BUS SERVICE	IPARISONS -	COMMUTER B	US SERVICE		
	North Corridor (Route 87)	5,089	3.2%	206	12	10.1
	Northwest Corridor (Routes 89 & 94)	2,824	-10.2%	362	6	7.8
	South Corridor (Route 95)	1,177	-1.0%	249	7	4.7
	Southeast (Corridor (Route 84 & 86)	3,232	-22.8%	961	5	3.4
	EXPRESS B	EXPRESS BUS ROUTE SERVICE	RVICE			
84	Murfreesboro Express	2,476	-19.7%	772	5	3.2
98	Smyrna - LaVergne	756	-31.4%	190	2	4.0
87	Gallatin - Hendersonville	2,089	3.2%	206	12	10.1
88	Dickson	286	%0:0	103	7	5.7
68	Springfield - Joelton	563	-3.6%	122	9	4.6
94	Clarksville	2,261	-11.7%	240	10	9.4
95	Spring Hill - Franklin	1,177	-1.0%	249	7	4.7
	Express Bus Route Totals	806′6	-11.0%	1,881	7	5.3
	ОТ	OTHER ROUTES				
64	Star Downtown Shuttle	649	53.1%	54	4	12.0
93	Star West End Shuttle	3,208	25.2%	98	24	37.2
	RTA Bus Route Monthly Totals	13,765	-2.5%	2,022	8	6.8
	COMMU	COMMUTER RAIL SERVICE	VICE			
06	WeGo Star Commuter Rail	13,653	32.5%	251	52	54.4
	RTA Commuter Rail and Bus Total	27,418	12.3%	2,273	14	12.1

Regional Transportation Authority

of Middle Tennessee

☐ Com	mittee Discussion Item	☐ Exec. Committee	Discussion Item	
☐ Com	mittee Action Item	☐ Exec. Committee	Action Item	
Item Number:	R-D-25-018		Meeting Date:	6/18/2025
Item Title:	Commuter Bus Transi	tion Update		

BACKGROUND:

Service Transition Update: Anchor Transportation Implementation

Following the April board meeting, the board approved WeGo Public Transit's request to contract with Anchor Transportation for operation of the following commuter routes:

- Route 87 Gallatin
- Route 88 Dickson
- Route 89 Springfield
- Route 94 Clarksville
- Route 95 Spring Hill

Upon approval, WeGo began coordinating closely with both Anchor Transportation and Gray Line Transportation to ensure a seamless service transition with minimal impact to passengers. To further mitigate operational risks associated with a mid-week handover, the contract start date has been advanced from July 1 to June 30, allowing for a clean transition over a weekend.

CURRENT STATUS:

RTA Director of Operations Nick Pecenka will update the Board on specific activities relative to the transition at this month's meeting. A summary of major activities is as follows:

- Contract Execution The operating contract with Anchor Transportation has been finalized and fully executed.
- Staffing Anchor has assembled a qualified driver team that meets the service needs, including sixteen
 primary route drivers and two spare drivers. Several former Gray Line drivers have transitioned to Anchor.
 Additionally, Jim Delaney, formerly of RTA, has been hired as Anchor's new Commuter Program
 Manager. Anchor has also expanded its maintenance personnel in preparation for the service launch.
- **Training** including route-specific and fare system training, will commence the week of June 11th, 2025. All required safety, ADA, and operational training will be completed prior to the start of service.
- RTA Fleet Operated by Gray Line (10 Buses) The transfer of RTA-owned buses currently operated by
 Gray Line is in progress. A joint inspection process has been conducted by RTA, Anchor, and Gray Line,
 with any identified vehicle issues being addressed by Gray Line. A contingency plan is in place: if any
 vehicles are not fully serviced by the June 27 transition date, Anchor will complete the work and invoice
 Gray Line accordingly.

- Anchor Fleet (8 Buses) Anchor has completed all necessary preparations for its dedicated fleet to ensure readiness for service launch. During the week of June 23, fare collection equipment will be transferred from Gray Line vehicles to Anchor buses by an RTA-contracted third-party vendor.
 - Looking ahead, staff will present a procurement request to the RTA Board to supplement the fleet with agency-owned buses, replacing those currently provided by Anchor. Transitioning to a fully RTA-owned fleet will strengthen asset management, enhance operational oversight, and support a higher standard of service delivery for our customers.
- Routing and Signage All routes have been tested and uploaded to Anchor's routing and telematics system, SAMSARA. Minor stop adjustments were made during this process, and corresponding signage updates are underway. We anticipate maintaining current service levels for at least three weeks before implementing adjustments to the Vanderbilt University routes.
- Regulatory Compliance Anchor Transportation has proactively ensured full compliance with all applicable DOT, FMCSA, and FTA regulations, and is collaborating with WeGo Public Transit's Safety team to ensure ongoing compliance.
- Safety Committee Participation Anchor has appointed representatives to the Safety Committee and will participate in ongoing scheduled meetings as part of our safety oversight framework.

ROVED:	
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Andy Burke	6/18/2025