TOWN OF SMYRNA

TOWN COUNCIL MEETING

AGENDA

To be placed under Smyrna Town Council Citizen Comments, an individual must fill out the online form, call or email the Town Clerk's office before 4:30 PM on the business day before the Council meeting and request to be placed under Citizen Comments; provide his or her name, address and telephone number; and state the purpose of addressing the Council.

Speakers are limited to 3 minutes. Additional comments may be submitted in writing.

August 12, 2025 **5:00 PM** **Smyrna Town Hall**

1. Public Comment

Note: The Town's Public Comment Period shall be reserved for those citizens that have signed up to address the Town Council, or a Board or Committee, at least twenty-four (24) hours in advance of the meeting, pursuant to the Town's Public Comment Policy as outlined above.

2. Call to Order

Prayer: Smyrna Police Department Chaplain Bob Horn

Pledge of Allegiance: Town Manager, David Santucci

3. Roll Call

4. Approval or Correction of Minutes

a. Approval or Correction of the minutes of the July 8, 2025, Regular Meeting, the July 31, 2025, Joint Workshop between the Town Council and the Planning Commission, and the July 31, 2025, Workshop Meeting of the Town Council.

5. Awards and Recognitions

~ Lori Cutler (AVP of TN Business Development/ Community Relations) RedStone Federal Credit Union "Acts of Brightness."

~ Sister City Committee Presentation

6. Consent Agenda

Note: Consent Agenda items will be those items determined by the Town Manager to be routine matters not necessitating discussion. All Consent Agenda items may be voted upon simultaneously pursuant to a single motion. There will be no separate discussion of these items unless a member of the

Town Council requests that discussion be held, in which case the item will be removed from the Consent Agenda and considered separately. Following passage of the remaining Consent Agenda items, discussion of any items removed from the Consent Agenda shall be held and separate motions and votes shall be taken for each of the items removed.

a. Approval of the terms of, and authorization for the Mayor to execute, an engagement agreement with Davenport & Company LLC for financial advisory services.

b. Approval of the terms of, and authorization for the Mayor to execute, an agreement with Sherwood Shoes dba Red Wing Shoes for safety footwear.

c. Approval of the terms of, and authorization for the Mayor to execute, an Agreement with Thomas and Hutton for design services for the Lee Victory Recreation Park Softball Concession and Restroom Improvements.

d. Approval of the terms of and authorization for the Mayor to execute, an agreement with threatER to renew the Town's edge security hardware and software support for the next year.

e. Approval of the terms of and authorization for the Mayor to execute, an agreement with Wiregrass Construction as the Primary Contractor and an agreement with Vulcan Materials as the Secondary Contractor for the Milling and Resurfacing Contract.

f. Approval of the terms of, and authorization for the Mayor to execute, a contract with S&W Contracting Co, LLC. for Yellow Turn Arrow installation and Traffic Signal Back Plate Installation.

g. Approval of the terms of, and authorization for the Mayor to execute a contract with CMT to design a sidewalk along Pioneer Drive from Old Nashville Highway to Pioneer Park.

h. Approval of the terms of, and authorization for the Mayor to execute, the ESource System Leak Survey & Annual Information Report.

i. Approval of the terms of, and authorization for the Mayor to execute, Sewer Rehab Phase I ARP Project Final Change Order #3.

j. Approval of the terms of, and authorization for the Mayor to execute, a contract extension amendment for the Water Treatment Plant capacity analysis with SSR.

k. Approval of the terms of and authorization for the Mayor to execute, an agreement with National Sign Plazas, INC for the installation and maintenance of the directional sign program.

l. Approval of the terms of, and authorization for the Mayor to execute, a contract with WaterstoneTitle, LLC to provide acquisition services related to the Lynwood/Stewarts Creek sewer line project.

m. Approval of the terms of, and authorization for the Mayor to execute, a contract

with Joshua Title, LLC to provide acquisition services related to the Lynwood/Stewarts Creek sewer line project.

7. Old Business

a. **PUBLIC HEARING**: Consideration of an Ordinance amending Town of Smyrna Municipal Code Title 9: "Business, Peddlers, Solicitors, and the Like"; specifically Chapter 1 "Peddlers" relative to transient vendor permits and the addition of Chapter 6 relative to "Door-To-Door Solicitation."

b. **PUBLIC HEARING**: Consideration of a Resolution relative to a Plan of Services for properties located on Tax Map 20, Parcels 45.00, 61.01, 61.02, and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01.

c. **PUBLIC HEARING**: Consideration of an Ordinance relative to the annexation and C-2 and I-1 zoning of property on Tax Map 20, Parcels 61.01 and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01 requested by Hamilton Development, LLC on behalf of Hollingshead Land, LLC containing 178.6 acres. The properties are located south of W. Jefferson Pike/SR 266.

d. Consideration of a Resolution in Memorandum of Ordinance #25-21 relative to the annexation and C-2 and I-1 zoning of property requested by Hamilton Development, LLC on behalf of Hollingshead Land, LLC containing 178.6 acres.

e. **PUBLIC HEARING**: Consideration of a Resolution relative to a Plan of Services for properties located on Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, and Tax Map 26, Parcels 21.00 and 27.00.

f. **PUBLIC HEARING**: Consideration of an Ordinance relative to the annexation and I-3 zoning of properties referenced by Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, and the annexation and C-2 zoning of properties referenced by Tax Map 26, Parcels 21.00 and 27.00, requested by Hollingshead Land, LLC containing 70.06 acres. The properties are located on W. Jefferson Pike/SR 266 and Hickory Grove Road. The request would also include the annexation of the existing right-of-way of Hickory Grove Road from the existing Town limits approximately 1.1 miles northward, as well as an existing abandoned right-of-way from Hickory Grove Road eastward approximately 674 linear feet.

g. Consideration of a Resolution in Memorandum of Ordinance #25-22 relative to the annexation of certain properties requested by Hollingshead Land, LLC containing 70.06 acres.

h. **PUBLIC HEARING**: Consideration of an Ordinance relative to the amendment of the approved PRD for Gambill Oaks, requested by Delta Civil Engineering, PLLC on behalf of Viking Companies. The property requested to be amended contains 7.13 acres and is located on Gambill Lane.

i. **PUBLIC HEARING**: Consideration of an Ordinance relative to the rezoning of

Tax Map 28, Parcel 75.00, from PCD to C-2 requested by MDT Construction. The property requested to be rezoned contains 1.63 and is located at 1170 Rock Springs Road.

j. **PUBLIC HEARING**: Consideration of an Ordinance relative to the rezoning of Tax Map 50, Parcel 14.00, from C-2 to I-2 requested by Madison Jones with Platform Real Estate Group. The property requested to be rezoned contains approximately 9.88 acres and is located at the corner of Tridon Drive and Safari Drive.

8. New Business

a. Planning Commission Report

1. Consideration of an ordinance relative to the amendment of the existing PRD of properties located on Tax Map 54, Parcel 57.02 and Tax Map 73, Parcels 13.00, 13.01, 13.03, 13.04, and 16.00 owned by Southcoast DFH Nashville LLC containing 67.68 acres, and the rezoning of Tax Map 54, part of Parcel 57.00, owned by SCollins 2 Properties, LLC from R-3 to PRD containing .31 acre. The request is from Gamble Design Collaborative on behalf of the property owners and is located along Rocky Fork Almaville Road and Briley Road.

2. Consideration of an Ordinance relative to the rezoning of Tax Map 18, part of Parcel 10.01, from C-2 to PUD, and for the amendment of the existing PUD on Tax Map 18, part of Parcel 10.01 as well as Parcels 10.02, 10.03, 10.04, and 10.05, and Tax Map 28, Parcels 44.29, 44.30, and 44.31, owned and requested by Sewarts Landing LP. The property requested to be rezoned from C-2 to PUD contains approximately 3 acres, and the parcels requested to have the PUD amended contain approximately 37.94 acres for a total of 40.94 acres. Properties are located on Sam Ridley Parkway, West and Motlow College Boulevard.

3. Consideration of a Resolution authorizing the acquisition of easements by negotiation or condemnation for the purpose of carrying out the Imperial Boulevard Water Project.

4. Consideration of a Resolution regarding the disposition of a portion of public right-of-way of Milesdale Lane to the Homeowner's Association of The Preserve at Stewart's Creek.

b. Consideration of a Resolution to join the State of Tennessee and other local governments in amending the Tennessee State-Subdivision Opioid Abatement Agreement and approving the related settlement agreements.

c. Consideration of a Resolution for the Fiscal Year 2025 Community Development Block Entitlement Grant.

9. Other

10. Status Reports

June State Shared Tax.

June Local Sales Tax.

11. Correspondence & Announcements

12. Adjournment

MINUTES OF MEETING OF THE REGULAR SESSION OF THE TOWN COUNCIL OF THE TOWN OF SMYRNA ON JULY 8, 2025

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in regular session at 5:00 p.m. on July 8, 2025, at Town Hall with the Honorable Mayor Mary Esther Reed presiding.

Mayor Reed called the meeting to order at 5:01 p.m. The invocation was led by Smyrna Police Department Chaplain, Tim York, and the Pledge of Allegiance was led by Assistant Town Manager Todd Spearman.

The roll was called by the Town Clerk and the following Town Council Members were present:

Steve Sullivan
H.G. Cole
Jerome Dempsey
Racquel Peebles
Gerry Short
Vice-Mayor Marc Adkins
Mayor Mary Esther Reed

4. Approval or Correction of Minutes of the June 10, 2025 regular meeting and June 26, 2025 workshop meeting of the Town Council.

The Town Council first considered a motion by Vice-Mayor Marc Adkins to approve the minutes of the June 10, 2025 regular meeting and June 26, 2025 workshop meeting of the Town Council. The motion was duly seconded by Council Member Steve Sullivan. Following discussion, the motion was approved 7-0.

5. Correspondence/Communications.

At this time, Smyrna Fire Department Chief Brian Goss provided Council with an update relative to the department's structural changes and operational enhancements.

6. Awards and Recognitions.

There were no awards or recognitions at this time.

7. Consent Agenda.

The following Consent Agenda items were next presented for consideration by the Town Council:

a. **Approval of the terms of, and authorization for the Mayor to execute, a change order with KCI Technologies to provide Configuration, Training, Documentation and Go-Live support for the transition from Cityworks on premise to Cityworks Online.**
b. **Approval of the terms of, and authorization for the Mayor to execute, a lease agreement with the Rutherford County Board of Education for the practice field area behind Smyrna Elementary School.**
c. **Approval of the terms of, and authorization for the Mayor to execute, the Rockwell Automation Contract Renewal (FY'26-'28) for the Water Plant.**
d. **Approval of the terms of, and authorization for the Mayor to execute, an annual agreement with Black Pearl Automation, LLC for controls engineering and troubleshooting support for the Water and Wastewater Treatment Plants.**
e. **Approval of the terms of, and authorization for the Mayor to execute, an agreement with Experitec, Inc. for annual software support, technical support and troubleshooting for the utilities department.**
f. **Approval of the terms of, and authorization for the Mayor to execute, the Highland Avenue Phase I (Imperial Blvd) water model project with PCS of TN.**
g. **Approval of the terms of, and authorization for the Mayor to execute, an agreement with Koorsen Fire & Safety for fire extinguisher services.**
h. **Approval of the terms of, and authorization for the Mayor to execute, an agreement with T-Mobile to provide Cradlepoints for Police vehicles for data connection.**
i. **Approval of the terms of, and authorization for the Mayor to execute, the annual agreement with Motorola to provide service for the Department's radio and dispatch services.**
j. **Approval of the terms of, and authorization for the Mayor to execute, a contract with Versaterm Public Safety US, Inc.**
k. **Approval of the terms of, and authorization for the Mayor to execute, the COPS Hiring Grant FY2025 application for the police department.**
l. **Approval of the terms of, and authorization for the Mayor to execute, the annual agreement with TDOT for litter pickup, mowing, and maintenance of state right of way in Town limits.**
m. **Approval of the terms of, and authorization for the Mayor to execute, a contract amendment with TDOT for PIN 129828 (Florence Road Sidewalk Project).**
n. **Approval of the terms of, and authorization for the Mayor to execute, the Scope and Fee Proposal from Sain Associates for Professional Services (Traffic Impact Study Review) for the Lifepoint, Queencliff, Briley Downs, and Lyndwood Residential Developments.**
o. **Approval of the terms of, and authorization for the Mayor to execute, an agreement with Redwood Toxicology Laboratory, Inc. for the drug testing services for Town of Smyrna Court Probation.**
p. **Approval of the terms of, and authorization for the Mayor to execute, agreements with Brenda Walsh, Boozer & Company, P.C. and CBRE for acquisition and appraisal services for the Stewart's Creek Sewer Trunk Line Project.**
q. **Consideration and authorization of a list of items to be auctioned through online surplus sale with GovDeals.**

Following discussion, Consent Agenda Items "b, l, and n" were pulled for individual discussion and vote. Following further discussion relative to the remaining consent items, Council Member Steve Sullivan made a motion to approve and adopt the remaining Consent Agenda items. Said motion was seconded by Council Member Jerome Dempsey and, upon further discussion, approved unanimously.

Next, Consent Agenda Item "b" was discussed individually. Following discussion, Council Member H.G. Cole made a motion to approve and adopt the Consent Agenda Item "b" and to authorize the Mayor to execute said documents. Said motion was seconded by Council Member Steve Sullivan, and after further discussion, approved unanimously.

Next, Consent Agenda Item "l" was discussed individually. Following discussion, Council Member H.G. Cole made a motion to approve and adopt the Consent Agenda Item "l" and to authorize the Mayor to execute said documents. Said motion was seconded by Council Member Racquel Peebles, and after further discussion, approved unanimously.

Next, Consent Agenda Item "n" was discussed individually. Following discussion, Council Member Jerome Dempsey made a motion to approve and adopt the Consent Agenda Item "n" and to authorize the Mayor to execute said documents. Said motion was seconded by Council Member Steve Sullivan, and after further discussion, approved unanimously.

A copy of said documents referenced on the Consent Agenda are attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "1".

8. Old Business.

a. <u>PUBLIC HEARING</u>: Consideration of an Ordinance relative to the amendment of the approved PRD for Dogwood Villas, formerly known as Stewarts Creek Cottages, requested by Land Solutions Company, LLC on behalf of SC2 Properties, LLC. The property requested to be amended contains .48 acre and is located at 420 Multrees Place.

The Town Council next considered on second and final reading an Ordinance relative to the amendment of the approved PRD for Dogwood Villas, formerly known as Stewarts Creek Cottages, requested by Land Solutions Company, LLC on behalf of SC2 Properties, LLC. The property requested to be amended contains .48 acre and is located at 420 Multrees Place. The recommendation of the Planning Commission was that the request be approved.

At this time, Mayor Reed recessed the meeting without objection, and a public hearing was opened related to the agenda item. No citizens spoke relative to this agenda item.

At this time, the public hearing was closed without objection, and the Council meeting was resumed.

Following discussion, Council Member Gerry Short made a motion to approve said Ordinance amending the approved PRD for Dogwood Villas. The motion was duly seconded by Council Member Steve Sullivan. Following further discussion, the motion was approved 7-0.

A copy of said Ordinance, as approved on second and final reading, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "2." (Ordinance #25-19)

There were no further old business items for the Town Council to consider at this time.

9. New Business:

a. Planning Commission Report:

1. Consideration an Ordinance relative to the annexation and C-2 and I-1 zoning of property on Tax Map 20, Parcels 61.01 and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01 requested by Hamilton Development, LLC on behalf of Hollingshead Land, LLC containing 178.6 acres. The properties are located south of W. Jefferson Pike/SR 266.

The Town Council next considered on first reading an Ordinance relative to the annexation and C-2 and I-1 zoning of property on Tax Map 20, Parcels 61.01 and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01 requested by Hamilton Development, LLC on behalf of Hollingshead Land, LLC containing 178.6 acres. The properties are located south of W. Jefferson Pike/SR 266. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Council Member H.G. Cole made a motion to approve said Ordinance on first reading. Council Member Steve Sullivan seconded the motion. Following further discussion, the motion to approve the Ordinance on first reading was approved unanimously.

A copy of said Ordinance, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "3." (Ordinance #25-21)

2. Consideration of an Ordinance relative to the annexation and I-3 zoning of properties referenced by Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, and the annexation and C-2 zoning of properties referenced by Tax Map 26, Parcels 21.00 and 27.00, requested by Hollingshead Land, LLC containing 70.06 acres. The properties are located on W. Jefferson Pike/SR 266 and Hickory Grove Road. The request would also include the annexation of the existing right-of-way of Hickory Grove Road from the existing Town limits approximately 1.1 miles northward as well as an existing abandoned right-of-way from Hickory Grove Road eastward approximately 674 linear feet.

The Town Council next considered on first reading an Ordinance relative to the annexation and I-3 zoning of properties referenced by Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, and the annexation and C-2 zoning of properties referenced by Tax Map 26, Parcels 21.00 and 27.00, requested by Hollingshead Land, LLC containing 70.06 acres. The properties are located on W. Jefferson Pike/SR 266 and Hickory Grove Road. The request would also include the annexation of the existing right-of-way of Hickory Grove Road from the existing Town limits approximately 1.1 miles northward as well as an existing abandoned right-of-way from Hickory Grove Road eastward approximately 674 linear feet. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Vice-Mayor Marc Adkins made a motion to approve said Ordinance on first reading incorporating staff comments. Council Member Gerry Short seconded the motion. Following further discussion, the motion to approve the Ordinance on first reading was approved unanimously.

A copy of said Ordinance, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "4." (Ordinance #25-22)

3. **Consideration of an Ordinance relative to the amendment of the approved PRD for Gambill Oaks, requested by Delta Civil Engineering, PLLC on behalf of Viking Companies. The property requested to be amended contains 7.13 acres and is located on Gambill Lane.**

The Town Council next considered on first reading an Ordinance relative to the amendment of the approved PRD for Gambill Oaks, requested by Delta Civil Engineering, PLLC on behalf of Viking Companies. The property requested to be amended contains 7.13 acres and is located on Gambill Lane. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Council Member Gerry Short made a motion to approve said Ordinance on first reading. Council Member Steve Sullivan seconded the motion. Following further discussion, the motion to approve the Ordinance on first reading was approved unanimously.

A copy of said Ordinance, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "5." (Ordinance #25-23)

4. **Consideration of an Ordinance relative to the rezoning of Tax Map 28, Parcel 75.00, from PCD to C-2 requested by MDT Construction. The property requested to be rezoned contains 1.63 and is located at 1170 Rock Springs Road.**

The Town Council next considered on first reading an Ordinance relative to the rezoning of Tax Map 28, Parcel 75.00, from PCD to C-2 requested by MDT Construction. The property requested to be rezoned contains 1.63 and is located at 1170 Rock Springs Road. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Vice-Mayor Marc Adkins made a motion to approve said Ordinance on first reading incorporating staff comments. Council Member Steve Sullivan seconded the motion. Following further discussion, the motion to approve the Ordinance on first reading was approved unanimously.

A copy of said Ordinance, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "6." (Ordinance #25-24)

5. Consideration of an Ordinance relative to the rezoning of Tax Map 50, Parcel 14.00, from C-2 to I-2 requested by Madison Jones with Platform Real Estate Group. The property requested to be rezoned contains approximately 9.88 acres and is located at the corner of Tridon Drive and Safari Drive

The Town Council next considered on first reading an Ordinance relative to the rezoning of Tax Map 50, Parcel 14.00, from C-2 to I-2 requested by Madison Jones with Platform Real Estate Group. The property requested to be rezoned contains approximately 9.88 acres and is located at the corner of Tridon Drive and Safari Drive. The recommendation of the Planning Commission was that the request be approved.

Following discussion, Council Member Steve Sullivan made a motion to approve said Ordinance on first reading. Council Member H.G. Cole seconded the motion. Following further discussion, the motion to approve the Ordinance on first reading was approved 6-1 with Council Member Jerome Dempsey voting against said rezoning.

A copy of said Ordinance, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "7." (Ordinance #25-25)

b. Consideration of an Ordinance amending Town of Smyrna Municipal Code Title 9: "Business, Peddlers, Solicitors, and the Like"; specifically, Chapter 1 "Peddlers" relative to transient vendor permits and the addition of Chapter 6 relative to "Door-To-Door Solicitation."

The Town Council next considered on first reading an Ordinance amending Town of Smyrna Municipal Code Title 9: "Business, Peddlers, Solicitors, and the Like"; specifically, Chapter 1 "Peddlers" relative to transient vendor permits and the addition of Chapter 6 relative to "Door-To-Door Solicitation.".

Following discussion, Vice-Mayor Marc Adkins made a motion to approve said Ordinance on first reading. Council Member Racquel Peebles seconded the motion. Following further discussion, the motion to approve the Ordinance on first reading was approved unanimously.

A copy of said Ordinance, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "8." (Ordinance #25-20)

c. Consideration of a Resolution to approve funding for non-profit organizations for fiscal year 2026.

The Town Council next considered a Resolution to approve funding for non-profit organizations for fiscal year 2026.

Following discussion, Jerome Dempsey made a motion to approve said Resolution. Council Member Racquel Peebles seconded the motion. Following further discussion, the motion to approve the Resolution was approved unanimously.

A copy of said Resolution, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "9." (Resolution #25-12)

d. Approval of the terms of a Revised Open-Door Policy for inclusion in the Town Employee Handbook.

The Town Council next considered a Revised Open-Door Policy for inclusion in the Town Employee Handbook.

Following discussion, Council Member Jerome Dempsey made a motion to approve the Revised Open-Door Policy for inclusion in the Town Employee Handbook. Vice-Mayor Marc Adkins seconded the motion. Following further discussion, the motion approving the Revised Open-Door Policy was approved unanimously.

A copy of said Policy, as approved, is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit "10."

e. Consideration of the appointment of one (1) member to the Historic Zoning Commission to serve an unexpired term ending in 2028.

The Town Council next considered the appointment of one (1) member to the Historic Zoning Commission to serve an unexpired term ending in 2028. This appointment was made by the Mayor's nomination with majority council confirmation.

At this time, Mayor Reed nominated applicant Jeana Edwards to fulfill the unexpired term ending in 2028. This nomination received unanimous Council confirmation.

There was no other new business before the Council at this time.

10. Other.

Streets Engineer, Charles King, made the announcement of emergency purchases for guardrail repairs in the amount of $9,925.00 and $12,225.00.

11. Status Reports.

Director of Finance, Sierra Lowry, presented Council with June State Shared Tax and June Local Sales Tax numbers.

12. Announcements.

Next, Mayor Mary Esther Reed and other Council members, as well as Town Manager, David Santucci, recognized various Town employees for a job well done; spoke of various community events and also extended well wishes, congratulations and condolences to various individuals.

Without objection, the meeting was adjourned at 7:45 p.m.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

MINUTES OF MEETING OF A JOINT SPECIAL CALLED SESSION OF THE TOWN COUNCIL AND PLANNING COMMISSION OF THE TOWN OF SMYRNA ON JULY 31, 2025

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a joint special called session with the Town's Planning Commission at 3:00p.m. on July 31, 2025, at Town Hall with Mary Esther Reed, Mayor, presiding.

Mayor Mary Esther Reed called the meeting to order at 3:00p.m.

The following Town Council Members were present:

Mayor Mary Esther Reed
Vice-Mayor Marc Adkins
H.G. Cole
Racquel Peebles
Steve Sullivan
Gerry Short
Jerome Dempsey

The following Planning Commission members were present:

Tim Morrell
Matthew Carver
Charles Scurr
Salena Scott
Ken Hill

In addition to members of the Town Council, various staff members and citizens were present. There were no citizen comments at this time. Various items were discussed, including but not limited to, Tree Ordinance/Landscaping Requirements, Self-Storage Buildings in Commercial Districts, Temporary Retail Uses, Tourist Homes in C-4 Districts, and Detached Accessory Structures.

Following discussion, and there being no further business before the Council, the meeting was adjourned at 4:55 p.m.

TOWN OF SMYRNA, TENNESSEE

MARY ESTHER REED, Mayor

ATTEST:

AMBER HOBBS, Town Clerk

MINUTES OF THE WORKSESSION OF THE TOWN COUNCIL OF THE TOWN OF SMYRNA ON JULY 31, 2025

The Town Council of the Town of Smyrna, Rutherford County, Tennessee, met in a work session at 5:00 p.m. on July 31, 2025, at Town Hall to discuss various agenda items. The following Town Council Members were present:

H.G. Cole
Gerry Short
Jerome Dempsey
Racquel Peebles
Steve Sullivan
Vice-Mayor Marc Adkins
Mayor Mary Esther Reed

In addition to the members of the Town Council, various staff members, citizens and members of the media attended.

Following discussion of various agenda items, Director of Utilities Michael Strange made the required announcement of an emergency purchase from Nedrow & Associates in the amount of $35,400 for the replacement of the Control Cabinet in the Raw Pump Building at the Waste Water Treatment Plant.

Next, Police Chief Jason Irvin announced the Sole Source purchase of an armored vehicle for the police department. The fiscal year 2025-26 budget included capital funding to procure an armored vehicle for the police department. Staff determined the vehicle was available through Fed Harmony with the GSA contract for $446,811. The Police Department obtained a sole-source quotation direct from the manufacturer, Terradyne Armored Vehicles for $427,145. By placing the order directly with the manufacturer, the cost to the town is $19,666 less. On July 21, 2025, the Town of Smyrna issued a purchase order to Terradyne Armored Vehicles Inc. in the amount of $427,145 for a GURKHA MPV multi-purpose armored tactical vehicle. The expected delivery date is 30-32 weeks from receipt of purchase order.

After further discussion, without objection, the meeting was adjourned at 7:24 p.m.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.a.
Department: Finance
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an engagement agreement with Davenport & Company LLC for financial advisory services.

Fiscal Impact:
Not to exceed $60,000

Contract Type:
Professional Services Contract

Contract Term (if applicable):

Background:
Financial Advisory Services

Summary:
Finance is seeking to contract with Davenport LLC to assist with long-term financial modeling. Their services will complement our efforts to enhance the Town's Multi-Year Capital Improvement Plan. This process will lay the groundwork for the Town Council to make informed decisions as we develop a financially sustainable plan to improve and expand infrastructure.

Davenport is a wealth management company that has a branch specifically dedicated to public entities. They specialize in several financial services, including: assessing fiscal health and debt profiles, modeling and forecasting funding opportunities for capital projects, and recommending best practices to remain compliant with rating agency benchmarks.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Engagement Agreement

DAVENPORT 1863
PUBLIC FINANCE

June 4, 2025

Mr. David Santucci, Town Manager
Mr. Rex Gaither, Assistant Town Manager and Director of Finance
Ms. Sierra Lowry, CMFO, Finance and Accounting Manager
Town of Smyrna, Tennessee
315 South Lowry Street
Smyrna, TN 37167

Dear Sierra, David and Rex,

On behalf of my colleagues at Davenport & Company LLC, we thank you again for taking the time out of your busy schedules during the budget season to discuss the Town of Smyrna, Tennessee (the "Smyrna" and/or "Town") and its capital planning and financial modeling needs.

Based on our discussions, we understand that the Town is interested in a Multi-year Capital Planning Analysis and development of a Capital Planning Financial Model. These deliverables will lay the groundwork for you, your staff, and Town Council to make informed decisions that will promote future fiscal stability and sustainability while protecting the Town's excellent "Aaa/AA+" credit ratings.

Our proposed Scope of Services outlined herein will result in Financial Model(s) that will be provided to you for your use in multi-year Capital Improvement Plan (CIP) development. These Model(s) will also form the basis for developing a Comprehensive Financial Review to inform Town Council during the next budget development cycle in early calendar year 2026. This Comprehensive Financial Review will be developed closely with your input and will include, but necessarily be limited to, the following topics:

- Assessing the Town's overall financial health, credit strengths and challenges;
- Credit Rating maintenance and/or enhancement;
- Evaluation of Key Financial and Debt Ratios;
- Review of existing and/or recommendations for implementing new/amended Financial Policies (Fund Balance, Debt, among potential others); and
- Multi-year long-term capital planning and funding approaches as well as any potential impact on tax rates.

Below, please find an outline of the Financial Advisory Scope of Services that Davenport would provide to the Town and the timetable to complete our work, so that the financial models, analysis, and written deliverable(s) can serve as another complement to you, your staff, and Town Council.

Scope of Services of the Engagement

Davenport will assist the Town with the development, review and presentation of the following services and/or deliverables, among others as may be requested from time to time:

1. **Debt "Capacity" Analysis:**

   Analyze, model and evaluate the Town's Existing Debt Portfolio and provide an order of magnitude regarding the potential future debt that the Town could responsibly implement and remain compliant with Best Practices, Rating Agency benchmarks (for strong credits), and Financial Policy Guidelines (Adopted, Amended, and/or Proposed).

2. **Financial Policy Guidelines:**

   Davenport would assist the Town in establishing/amending the key financial benchmarks to enhance the Town's future fiscal health (on a long-term basis) and memorialize these guidelines in a recommended Financial Policy document that the Town Council would ultimately consider for formal adoption.

3. **Financial Model(s):**

   Provide the Town with a Financial Model that can be used for multi-year Capital Planning and monitoring of key proforma debt metrics/financial policy ratio with respect to debt.

Proposed Fee (Non-Transaction Related Services): *Initial Scope of Services*

The type of engagement that we have outlined in our Scope of Services can evolve into multiple model reviews and scenario analyses with staff and Council input. Based on our experience, we would suggest that we establish a preliminary not-to-exceed fee of $60,000. Davenport's invoiced fees would be based on actual hours incurred and our hourly rate schedule as shown below.

Senior/First Vice President	$350
Vice President	$325
Associate Vice President	$300
Analyst/Other	$275

Davenport will submit monthly invoices based on hours incurred in order to provide the Town with a timely accounting of fees and expenses versus the not-to-exceed figure.

Should the actual hours incurred by Davenport affect our preliminary not-to-exceed fee or the Scope of Services (1 to 3 above) evolve beyond what is currently contemplated, Davenport would work with the Town to reach a mutually acceptable alternative compensation approach.

Additional Non-Transaction Related Services:

If the Town elects to utilize Davenport for additional Non-Transaction Related Services after completion of the initial Scope of Services outlined herein, the Town and Davenport agree that Davenport shall be compensated based on an agreed upon fee. Such fee shall be negotiated and shall be based on the complexity of the tasks and the hours to complete such tasks. Tasks and/or Additional Non-Transaction Related Services may potentially include, but not be limited to, the following:

1. **Fiscal Health Assessment:**

   A review of the Town's Operational Results and Debt Related Activities that assesses the Town's historical financial performance with respect to operations, debt-related and capital funding activities, and fund balances over the past 5 years in order to determine cash-flow trends and historical fiscal strengths and vulnerabilities.

2. **Debt Profile Model:**

   A comprehensive Debt Profile of the Town identifying the Town's obligations, broken down by credit type, source of payment, timing, and other factors, as applicable.

3. **Debt "Affordability" Analysis:**

   Analyze and evaluate the Town's Existing Debt Portfolio in conjunction with Existing Recurring Revenue Sources to provide an order of magnitude regarding the potential future debt service that the Town could incur without additional resources, measure the potential "new" revenue sources needed (i.e. the budgetary impact) to fund CIP future projects, and remain compliant with Best Practices, Rating Agency benchmarks (for strong credits), and Financial Policy Guidelines (Adopted, Amended, and/or Proposed).

4. **Peer Comparative Analysis:**

   Conduct a comparative analysis demonstrating the Town's key demographic, financial, and debt metrics relative to National Medians, State Medians, and selected peer comparative local governments.

5. **Strategic Capital Funding:**

   A multi-year Capital Improvement Plan Assessment and Funding Approach/Strategy for tax-supported projects, including an assessment of the Town's existing Capital Improvement project list and a series of financial analyses that illustrate and measure the fiscal impact of individual projects and all projects collectively under a number of funding scenarios for the identified projects, initiatives, and strategies.

Transaction Related Services

If the Town elects to utilize the Davenport for Transaction Related Services, the Town and Davenport agree that Davenport shall be compensated based on an agreed upon completion fee. Such fee shall be negotiated and shall be based on the size and complexity of the proposed issuance and the advisory resources requested.

Additional Fee and Expenses

As it pertains to the Scope of Services, Additional Non-Transaction, and Transaction Related Services reflected above, Davenport will assess an additional fee equal to four percent (4%) of the fee amount(s).

Davenport will charge customary direct out-of- pocket expenses (e.g. meals, lodging and mileage) that will be billed at cost. The financial advisory fees and the reimbursement of expenses will be paid upon the successful completion of the services as determined by the Town, or at such other time as mutually agreed upon.

Inflation Adjustment Allowance

All fees and charges identified herein shall be subject to an inflationary adjustment on the anniversary date of this agreement. Such adjustment shall be based on the Consumer Price Index ("CPI") as published by the Bureau of Labor Statistics or similar/successor agencies the period being billed using the base prices established within this Addendum.

Engagement Duration and Termination

This engagement shall become effective as of the date executed by the Town as set forth on the signature page and will remain in effect until terminated by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If either party terminates this agreement, it is understood and agreed that the only amounts due to Davenport will be for services provided and reimbursement for direct out-of-pocket expenses incurred through the date of termination.

Timetable for Completion of Deliverables

Davenport proposes to commence work upon finalization of this Engagement Letter based on the following preliminary time schedule.

June – Kick-off meeting for Town Staff and Davenport to coordinate on the necessary information to begin work. Town Staff and Davenport compile information and data for analysis. Davenport develops a detailed time schedule for delivery of work.

July - September – Davenport commences work and continues to obtain any other necessary information pertinent to our analysis and deliverable(s). Bi-weekly progress meetings may be coordinated/ scheduled.

September – First Review call/meeting, preliminary model(s) and draft presentation(s) provided to Town Manager and Finance Staff/Team. Discuss amendments and revisions to preliminary model(s) and draft presentation(s).

Late September – Amend preliminary model(s) and draft presentation(s) per input from Town Staff.

October – Second/Final Review call/meeting, amended model(s) and draft presentation(s) provided to Town Manager and Finance Staff/Team. Discuss amendments and revisions to finalize all deliverables.

November – Finalize all work deliverables in anticipation of presentation to Town's Council in early calendar year 2026.

We look forward to working with you on this very important engagement for the Town. Should you have any questions please do not hesitate to contact us.

Your signature below will confirm that Davenport & Company LLC ("Davenport") will be providing the Town of Smyrna, Tennessee with financial advisory services related to the services referenced herein, and/or any other financial advisory services that the Town may request from time to time until the work is complete or the relationship is terminated, which you may do at any time.

Sincerely,	Countersigned
Ted Cole	Mary Esther Reed
Senior Vice President	Mayor
Manager of Public Finance	Town of Smyrna, TN

cc: Roland M. Kooch, Jr., Senior Vice President
Sam Stewart, Associate Vice President, Davenport & Company LLC
Ben Tolbert, Analyst, Davenport & Company LLC

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.b.
Department: Administration
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an agreement with Sherwood Shoes dba Red Wing Shoes for safety footwear.

Fiscal Impact:
We spend $23-$26k annually with Red Wing.
We spent $25k in FY25.

Contract Type:
Original Contract

Contract Term (if applicable):
One-year term with automatic renewal of 3 years unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

Background:
The Town of Smyrna is looking to enter into a one-year contract with automatic term renewals for safety footwear with Sherwood Shoes dba Red Wing Shoes.

Summary:
The Town of Smyrna recently accepted quotes for safety footwear for our staff, and we received responses from two vendors. Bert Meece, Utilities Safety Coordinator, and I, Henry Urbina, Risk Manager, reviewed the proposals thoroughly.

We considered several factors during our evaluation, including the price of the footwear, the diversity of offerings (such as composite, anti-slip soles, and static dissipative options), the overall quality, and ease of accessibility for our staff. Both vendors presented similar strengths, particularly in price, offering high-quality shoes and a good diverse selection.

The key difference is that Sherwood Shoes has a local presence within Smyrna, while the other vendor's physical location is approximately 45 minutes to an hour away. Although both vendors offer boot truck services, the selection available on the trucks is typically more limited compared to what is available at their physical stores. Furthermore, in cases of online orders or issues with footwear, our staff would still need to travel to the brick-and-mortar location.

Recommended Council Action:

Staff recommends the Council's approval for the Town of Smyrna to enter into a one-year contract with Sherwood Shoes dba Red Wing Shoes. This contract will include an automatic renewal clause.

Attachments:

1. Sherwood Shoes dba Red Wing Shoes

LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations on safety footwear. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than **2:30 p.m. July 2, 2025** at which time quotations will be publicly opened and read aloud. No proposal may be withdrawn after the scheduled closing time for a period of 90 days. Proposal documents may be obtained at Town Hall during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Sealed Bid on Annual Safety Footwear / July 2 @ 2:30 p.m.
315 South Lowry Street
Smyrna, Tennessee 37167

Verbal quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all quotations, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town.

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

SUBMITTED BY: REX S. GAITHER
ASSISTANT TOWN MANAGER

TO BE RUN: June 17, 2025

Red Wing

Sherwood Shoes
DBA Red Wing Shoes

Company

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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires to accept quotations for safety footwear. Term will begin at the conception of executed contract.

Smyrna Town Hall
315 South Lowry Street
Smyrna, TN 37167
615-459-2553

Questions should be directed to Henry Urbina, Safety/Loss Control Manager. Phone (615) 459-9742 ext. 2521. E-mail: henry.urbina@townofsmyrna.org.

B. The Town of Smyrna reserves the right to reject any and all quotations, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town. No proposal may be withdrawn after the scheduled closing time for a period of 90 days.

C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.

D. Section II, III and all forms shall be completed and included as an integral part of each bidder's proposal. Successful bidder will be expected to enter into a contract Agreement with the Town of Smyrna. Agreement shall be ***signed and attested, but not dated***, by the proper business representative and submitted ***with*** the bid proposal. An executed contract will be forwarded to winning vendor after Council approval.

E. Freight shall be paid by the vendor and should be included in the unit price proposal.

F. The Town is a tax-exempt organization.

G. Mail is delivered after 11:00 a.m. Monday through Friday.

H. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

I. Bid quotations *must* be submitted on the Town's quotation page(s). No exceptions.

J. By submission of this bid, each bidder/proposer and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran Divestment Act. For reference purposes, the list is currently available online at:
State of TN_Debarred_Vendors.pdf

SECTION II - SPECIFICATIONS FOR SAFETY FOOTWEAR

INTENT:

The intent of this request is to obtain pricing for men's and women's **SAFETY-TOE SHOES** for the Town of Smyrna. This will be a multi award contract so the bidder must clearly identify all products quoted. All shoes must be provided new when the contract is awarded or extended. Vendors shall provide all labor, resources, equipment, materials and supplies to outfit employees under this contract, however, no minimum numbers are guaranteed. The vendor shall have a store within the Middle Tennessee area and will be required to provide a mobile unit or shoe mobile. Vendors may be asked to submit samples of items quoted prior to bid award. Any items requested not in stock shall be furnished within 10 (ten) working days and furnished at no additional cost to the Town.

This Order Is to Become Effective from date of acceptance and approval by the Town Council. Prices will remain fixed, no increases, surcharges, travel or environmental charges, etc.

Automatic renewal clause
This agreement will automatically renew at the end of each term for a further term of 3 years unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

GENERAL SPECIFICATIONS

FOOTWEAR REQUIREMENTS

The safety shoes will conform to and meet the most recent ASTM standards that are available. They shall be available in a wide range of sizes and widths (medium, wide and double wide).

The safety shoes on the mobile unit shall not exceed 11" in height and shall also meet the following minimum standards:

- Steel toe
- Composite toe
- Non-metallic toe
- Static dissipative
- Metatarsal guard
- Insulated
- Waterproof/water resistant
- Oil/gas/slip resistant soles
- Puncture resistant

DESCRIPTIVE LITERATURE – REQUIRED:

Each bidder is required to furnish, with their bid, **one (1) copy of each catalog** and price lists from which they are quoting. If the catalog(s) does not show pricing, the bidder shall include a price list for each catalog, stating page and item numbers for which they are quoting and **that meet the minimum requirements**.

If the pricing is a set discount, specify the discount. Indicate if the discount applies to prices found directly in the catalog(s) or the provided price list. If using the price list state the original price and the discount price.

ADDITIONS/DELETIONS:

The Town of Smyrna reserves the right to add similar items or delete items specified in the contract as requirements change during the period of the contract. Prices for items to be purchased from the contract will be mutually agreed to by the Town and the Vendor.

VENDOR REQUIREMENTS:

The vendor shall comply fully with the terms and conditions of this agreement. The vendor shall not allow additional item(s) to be ordered that are not covered under this contract. It shall be required of the vendor to provide/be able to provide the following services:

- Warranty all shoes
- Measure each person
- Guarantee a proper fit for each employee
- Guarantee against defects, including sole wear, for one year from date of purchase
- Shipment/delivery, at no additional cost to the Town, for shoes **not in stock** on the mobile unit
- Mobile truck to have on-site availability during the hours of 6:00 a.m. to 3:00 p.m. Monday - Friday

MOBILE UNIT SERVICE:

The vendor shall be responsible for furnishing a mobile unit or shoe mobile service at a designated Town of Smyrna location in Smyrna, TN. The unit shall have sufficient stock that meets the Town's needs.

INVOICING REQUIREMENTS:

All invoices shall include an attached list with the following detailed information:

- Employee name and department
- Description of shoe, including item number
- Unit price

TERMS OF PAYMENT

The Town of Smyrna shall endeavor to make payment for goods and services within 30 days after review of properly documented invoices showing all items under the Invoice Requirements heading. No claim for interest shall be honored unless the Town fails to make payment within 60 days after receipt of a complete and properly documented invoice.

It is the intent of the Town of Smyrna to utilize a procurement card that may be used from time to time, to place and make payment for orders under the contract. Vendors without this capability may be considered non-responsive and not eligible for award consideration.

INSURANCE REQUIREMENTS

The Vendor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of $500,000 per accident/per disease/per employee.

2. **Commercial General Liability**
   Commercial General Liability insurance shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired, borrowed and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Vendor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
   a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the vendor.

b. The Vendor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Vendor's insurance.

2. Workers Compensation and Employers Liability Coverage

   The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Vendor for the Town of Smyrna.

3. All Coverages

   a. Coverage shall not be canceled, suspended, or voided by either party (the Vendor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Vendor's policy.

   b. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor from the obligations of the insurance requirements or indemnification agreement.
   c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.

   d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.

   e. Any failure of the Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Vendor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.**

Upon failure of the Vendor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Vendor to purchase and/or maintain any required

insurance shall not relieve the Vendor from any liability or indemnification under the contract.

The Certificate of Insurance naming the "Town of Smyrna" as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Henry Urbina
315 S Lowry St
Smyrna, TN 37167

It can also be submitted electronically to henry.urbina@townofsmyrna.org. The subject line has to indicate the name of the project.

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Vendor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Vendor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Vendor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Vendor, its owners, agents and employees. The parties further agree that Vendor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Vendor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the

negligence, recklessness or intentional wrongful misconduct of the Vendor and persons employed by or utilized by the Vendor in Vendor's performance of this Agreement.

The vendor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the vendor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the vendor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

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

APPLICABLE LAW:

Any contract resulting from this ISQ shall be governed by and construed under the laws of the State of Tennessee.

SMYRNA/LOCAL BUSINESS LICENSE

Compensation of more than $100,000 from contracts performed in one county by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that county and the tax from such contracts will be distributed to that county. Compensation of $100,000 or less from contracts performed in one county by such person will be sourced to the county of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will be earmarked and allocated to the state's general fund.

For purposes of distribution of the municipal business tax provided for in Tenn. Code Ann. § 67-4-705, receipts will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located. Receipts from sales made by persons operating from an established physical location, outlet, or other place of business in one municipality who extend their operations outside the boundaries of the municipality without establishing a physical location, outlet, or place of business outside the boundaries of the municipality will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located.

If the person has no established physical location, outlet, or other place of business in the state, then such receipts will not be subject to the municipal business tax. Receipts from all taxable sales of any services or tangible personal property by a provider of video programming services will be sourced to the municipality where the property or service is received by the customer regardless of whether or not the provider has a physical location, outlet, or other place of business in that municipality.
Compensation of more than $100,000 from contracts performed in one municipality by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that

municipality and the tax from such contracts will be distributed to that municipality. Compensation of $100,000 or less from contracts performed in one municipality by such person will be sourced to the municipality of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will not be subject to the municipal business tax. (*From Tennessee Business Tax Guide/ Tenn. Dept. of Revenue 2019; See also, Tennessee Works Tax Act (2023), Public Chapter 377, 2023 Session of the 113th General Assembly*)

SECTION III - PRICE QUOTATION

COST OF SAFETY TOE SHOES

BRAND	PAGE	ITEM #	MALE/ FEMALE	CATALOG PRICE	NET DISCOUNT PRICE
See Attached List					

Delivery time if shoe is not in stock **5-10 Business days**

Warranty information: Red Wing Brands will warranty for 1 year for manufacturing or material defects. The warrenty is 1 year from purchase date. Wear and tear is not covered by our defect policy.

Replacement policy: In the event of an defect covered under our warrenty, we will provide full credit of the purchase prices toward a new shoe purchase.

Submit catalogs for all items quoted.

ALL EXCEPTIONS TO THE SPECIFICATIONS AND ANY ADDITIONAL CHARGES SHALL BE NOTED IN THE "SPECIFICATIONS COMPLIANCE" SECTION



AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20___, by and between **Sherwood Shoes Inc**, a **Tennessee Business** (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of **providing safety footwear to Town of Smyrna employees**.

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the "ISQ"), and which Proposal from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the "Quotation"); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the "Bid Documents"; and

WHEREAS, the Town now desires to accept the Bidder's quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder's quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. If it does not perform as warranted, Bidder shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written representations of Bidder. If Bidder cannot correct the product(s) within a reasonable period of time, Bidder shall refund the purchase price of the product(s). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Software Deadline, Testing and Acceptance: If applicable to the Agreement, software provided by Bidder shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of this Agreement unless the parties, in writing, set a different specific date. In Addition, software provided by Bidder to The Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets The Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using The Town's data. The Town shall provide Bidder with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Bidder, the software shall be deemed to be accepted by The Town. If the software is rejected, The Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Bidder to repair or replace the software, without charge, in a timely manner. In the event The Town elects to allow the Bidder to repair or replace the software, The Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

7. Use of The Town's Logo or Name: Bidder shall not use The Town's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from The Town. Bidder shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of The Town.

8. Indemnification. The parties hereto agree that Bidder shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Bidder in the performance of their obligations under the terms of this agreement, including any and all attachments or exhibits thereto and Bidder agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of this Agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private of public entities and, therefore, prohibits an agreement by The Town to indemnify a third party or agree to a limitation of liability provision.

9. Non-Appropriation: Bidder acknowledges that The Town is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event The Town fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to The Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Bidder shall be returned to The Town.

10. Tax Exemption: As a tax-exempt entity, The Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Bidder with its Sales and Use Tax Exemption Certificate upon Bidder's request. Bidder shall bear the burden of providing its suppliers with a copy of The Town's tax exemption certificate and Bidder shall assume all liability for such taxes, if any, that should be incurred.

11. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Bidder may incur due to breach of this Agreement by either party; and further, The Town shall not acquiesce to any term in any document that indicates or infers The Town may or shall be responsible for the Attorney's fees of another party or the Bidder's attorney fees.

12. Boycott of Israel. The Bidder certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

13. Failure to perform. The parties agree, in the event Bidder fails to perform any obligation, other than with regards to the date of delivery, set out in this Agreement, the Town shall be reimbursed by Bidder for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Bidder to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Bidder shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in this Agreement or other bid documents, all deliveries shall be made to the Town no later than ninety (90) days from the date of order. The parties further agree that if Bidder, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing this contract, then this entire Agreement shall be voidable at the sole discretion of the Town. Should the Town elect to void this Agreement due to Bidder's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing this Agreement to meet the delivery deadline, then neither party shall be deemed to have breached this Agreement, and Bidder shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time.

14. Unilateral Modification of Agreement Not Permitted: Bidder may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Agreement but shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Agreement to the contrary, any change to this Agreement made by Bidder that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by The Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Agreement.

15. Changes to Terms: Except as provided in Paragraph No. 13 above pertaining to Bidder's Privacy Policy, Bidder shall provide The Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to this Agreement at least ninety (90) days prior to being effective to The Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Bidder will refund to The Town any payment made by The Town to Bidder equal to the difference between the number of months the payment was intended for and the number of months remaining on this Agreement that the fee was intended to cover.

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Bidder, specifically states that he, she or it cannot honor the bid price for the full term of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if at any time during the full term of this Agreement, Bidder requests to raise the bid price. If the Town elects to void this Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

17. Confidentiality. The Town, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure. The Town will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Bidder or provide Bidder with notice or the time to obtain a protective order. The Town does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

18. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under this Agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Bidder shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Bidder of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Bidder may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

19. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

20. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee. The parties agree that all obligations of the parties are performable in Smyrna, Tennessee.

21. Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

BIDDER:

By: **Matthew Sherwood**

Title: **Owner**

ATTEST: **Ryan Lloyd**

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the safety footwear shall be in complete accordance with the specifications detailed herein.

Proposers shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this ISQ. Quotations should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section	Brief Description
SEC 3 Price Quote	**Delviery time may be longer if an ordered item is backordered. Town of Smyrna can wait the extra time or be refuneded item cost.**

By signature below, proposer acknowledges any submittal to be in full compliance with all aspects of each section of the ISQ not noted above. The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Red Wing Shoes	**615-429-9716**
COMPANY	TELEPHONE NUMBER
Matthew Sherwood	**Owner**
REPRESENTATIVE NAME	REPRESENTATIVE TITLE
	matt@rwsstn.com
SIGNATURE	E-MAIL ADDRESS

Red Wing Shoes Price List & Catalog

Highlights: Shoes in this catalog and usually in our Smyrna store location.

There will be variances depending on each season, shipping situation, and factory production schedule.

- New shoes may be added as new products ship into Red Wing
- As the older product is discontinued it may no longer be available. The starred prices on the price list are discontinued styles over the last year but may have some availabity.
- All Products will be discounted 15% off MSRP from Red Wing's Corporate Page.
- The price list is current as of 07/01/2025 as MSRP changes, the pricing will change as well but will always be at least 15% off the MSRP Price.

RED WING FOR BUSINESS

Erin Morris | RED WING STORE - MADISON
| rwss898@redwingshoes.com
Red Wing Authorized Dealer

TOWN OF SMYRNA
BID 2025 JULY $250 safety toe & insoles

Printed on 7/1/2025
Effective Dates: August 1, 2025 - July 31, 2028

safety toe & insoles

All Prices in USD

Brand	Style	Price
RWBR	02030	$152.99
RWBR	02035	$152.99
RWBR	02117	$246.49
RWBR	02120	$233.74
RWBR	02128	$203.99
RWBR	02129	$199.74
RWBR	02144	$242.24
RWBR	02145	$237.99
RWBR	02146	$216.74
RWBR	02148	$250.74
RWBR	02180	$174.24
RWBR	02181	$174.24
RWBR	02182	$165.74
RWBR	02203	$220.99
RWBR	02204	$242.24
RWBR	02212	$208.24
RWBR	02217	$297.49
RWBR	02219	$314.49
RWBR	02227	$242.24
RWBR	02230	$259.24
RWBR	02231	$225.24
RWBR	02233	$203.99
RWBR	02240	$208.24
RWBR	02241	$199.74
RWBR	02242	$208.24
RWBR	02243	$208.24
RWBR	02244	$225.24
RWBR	02247	$203.99
RWBR	02260	$216.74
RWBR	02264	$233.74
RWBR	02272	$254.99
RWBR	02276	$242.24
RWBR	02277	$242.24
RWBR	02278	$242.24
RWBR	02280	$220.99
RWBR	02281	$169.99
RWBR	02282	$199.74
RWBR	02283	$212.49
RWBR	02284	$169.99
RWBR	02286	$178.49
RWBR	02287	$178.49
RWBR	02288	$242.24
RWBR	02298	$225.24
RWBR	02320	$182.74
RWBR	02340	$199.74
RWBR	02343	$157.24

Brand	Style	Price
RWBR	02344	$225.24
RWBR	02345	$186.99
RWBR	02346	$186.99
RWBR	02347	$225.24
RWBR	02400	$237.99
RWBR	02401	$246.49
RWBR	02403	$229.49
RWBR	02405	$237.99
RWBR	02406	$237.99
RWBR	02408	$250.74
RWBR	02410	$263.49
RWBR	02411	$263.49
RWBR	02412	$318.74
RWBR	02414	$310.24
RWBR	02415	$225.24
RWBR	02416	$318.74
RWBR	02418	$233.74
RWBR	02440	$233.74
RWBR	02442	$242.24
RWBR	02444	$233.74
RWBR	02445	$220.99*
RWBR	02446	$225.24
RWBR	02447	$233.74
RWBR	02448	$233.74
RWBR	02449	$233.74
RWBR	02452	$250.74
RWBR	02453	$242.24
RWBR	02458	$191.24
RWBR	02459	$208.24
RWBR	02461	$216.74
RWBR	02462	$259.24
RWBR	02475	$242.24
RWBR	02476	$208.24
RWBR	02477	$208.24
RWBR	02478	$220.99
RWBR	02491	$267.74
RWBR	02499	$216.74
RWBR	02531	$225.24
RWBR	02533	$212.49
RWBR	02534	$220.99
RWBR	02545	$203.99
RWBR	02551	$242.24
RWBR	02552	$267.74
RWBR	02618	$203.99
RWBR	02620	$233.74
RWBR	02622	$199.74

Brand	Style	Price
RWBR	03028	$169.99
RWBR	03029	$178.49
RWBR	03030	$186.99
RWBR	03033	$208.24
RWBR	03035	$225.24
RWBR	03036	$225.24
RWBR	03037	$233.74
RWBR	03038	$225.24
RWBR	03039	$225.24
RWBR	03090	$131.74
RWBR	03091	$131.74
RWBR	03092	$131.74
RWBR	03093	$131.74
RWBR	03094	$131.74
RWBR	03095	$131.74
RWBR	03206	$203.99
RWBR	03241	$288.99
RWBR	03259	$157.24
RWBR	03263	$225.24
RWBR	03265	$250.74
RWBR	03266	$250.74
RWBR	03287	$242.24
RWBR	03297	$191.24
RWBR	03504	$305.99
RWBR	03505	$259.24
RWBR	03506	$242.24
RWBR	03507	$242.24
RWBR	03508	$263.49
RWBR	03516	$225.24
RWBR	03517	$271.99
RWBR	03519	$216.74
RWBR	03520	$280.49
RWBR	03522	$250.74
RWBR	03531	$250.74
RWBR	03532	$225.24
RWBR	03534	$280.49
RWBR	03537	$250.74
RWBR	03538	$174.24
RWBR	03542	$208.24
RWBR	03548	$259.24
RWBR	03554	$246.49
RWBR	03555	$280.49
RWBR	03557	$169.99
RWBR	03561	$182.74
RWBR	03562	$148.74
RWBR	03565	$250.74

Brand	Style	Price
RWBR	03566	$161.49
RWBR	03572	$237.99
RWBR	03573	$246.49
RWBR	03574	$250.74
RWBR	03582	$242.24
RWBR	03583	$242.24
RWBR	03590	$259.24
RWBR	03591	$276.24
RWBR	03592	$250.74
RWBR	03596	$267.74
RWBR	03597	$263.49
RWBR	03598	$259.24
RWBR	04200	$246.49
RWBR	04215	$242.24
RWBR	04216	$225.24
RWBR	04404	$250.74
RWBR	04420	$220.99
RWBR	04421	$203.99
RWBR	04433	$229.49
RWBR	04435	$237.99
RWBR	04436	$250.74
RWBR	04441	$254.99
RWBR	04442	$267.74
RWBR	04448	$263.49
RWBR	04454	$237.99*
RWBR	04456	$208.24
RWBR	04470	$229.49
RWBR	04499	$246.49
WORX	05007	$135.99
WORX	05010	$135.99
WORX	05027	$131.74
WORX	05043	$127.49
WORX	05048	$123.24
WORX	05050	$135.99
WORX	05057	$93.49
WORX	05058	$97.74
WORX	05059	$114.74
WORX	05080	$93.49
WORX	05108	$131.74
WORX	05112	$89.24
WORX	05113	$89.24
WORX	05114	$89.24
WORX	05115	$89.24
WORX	05120	$114.74
WORX	05121	$106.24
WORX	05123	$89.24

Red Wing Store - Dealer

* These styles are discontinued and may have limited availability in store.

RED WING FOR BUSINESS

Erin Morris | RED WING STORE - MADISON
| rwss898@redwingshoes.com
Red Wing Authorized Dealer

TOWN OF SMYRNA

BID 2025 JULY $250 safety toe & insoles

Printed on 7/1/2025

Effective Dates: August 1, 2025 - July 31, 2028

safety toe & insoles

All Prices in USD

Brand	Style	Price
WORX	05135	$97.74
WORX	05144	$123.24*
WORX	05146	$123.24
WORX	05152	$152.99
WORX	05156	$131.74
WORX	05159	$118.99
WORX	05160	$110.49
WORX	05161	$161.49
WORX	05163	$152.99
WORX	05164	$131.74
WORX	05168	$110.49
WORX	05170	$135.99
WORX	05171	$140.24
WORX	05172	$131.74
WORX	05179	$174.24
WORX	05180	$89.24
WORX	05187	$89.24
WORX	05188	$93.49
WORX	05266	$157.24
WORX	05406	$140.24
WORX	05421	$152.99
WORX	05424	$157.24
WORX	05427	$148.74
WORX	05486	$169.99
WORX	05491	$152.99
WORX	05494	$144.49
WORX	05495	$140.24
WORX	05496	$118.99
WORX	05497	$135.99
WORX	05501	$148.74
WORX	05540	$118.99
WORX	05584	$152.99
WORX	05610	$144.49
WORX	05611	$174.24
WORX	05634	$165.74
WORX	05635	$152.99
WORX	05650	$178.49
WORX	05670	$123.24
WORX	05671	$123.24
WORX	05700	$186.99
WORX	05702	$169.99
WORX	05705	$123.24
WORX	05813	$174.24
WORX	05840	$127.49
WORX	05902	$135.99
WORX	05909	$169.99

Brand	Style	Price
WORX	05910	$178.49
WORX	05911	$182.74
WORX	05919	$165.74
WORX	05940	$101.99
WORX	05941	$97.74
WORX	05970	$101.99
WORX	05972	$101.99
RWBR	06338	$157.24
RWBR	06343	$199.74
RWBR	06349	$191.24
RWBR	06352	$199.74
WORX	06513	$110.49
WORX	06550	$110.49
WORX	06558	$106.24
RWBR	06614	$225.24
RWBR	06670	$182.74
RWBR	06674	$212.49
RWBR	06692	$174.24
RWBR	06705	$161.49
RWBR	06708	$165.74
RWBR	06712	$152.99
RWBR	06726	$169.99
RWBR	06814	$174.24
RWBR	06819	$161.49
RWBR	06822	$148.74
RWBR	08212	$152.99*
RWBR	22231	$169.99
RWBR	22406	$178.49
RWBR	22408	$195.49
RWBR	52231	$169.99
RWBR	52406	$178.49
RWBR	52408	$195.49
RWBR	59009	$157.24
RWBR	82231	$259.24
RWBR	82406	$276.24
RWBR	82408	$293.24
IRIW	83118	$135.99*
IRIW	83120	$144.49
IRIW	83126	$152.99
IRIW	83230	$174.24
IRIW	83236	$165.74
IRIW	83238	$135.99
IRIW	83240	$135.99
IRIW	83242	$144.49
IRIW	83244	$165.74
IRIW	83246	$144.49

Brand	Style	Price
IRIW	83250	$195.49
IRIW	83268	$144.49
IRIW	83412	$186.99*
IRIW	83440	$144.49
IRIW	83602	$203.99
IRIW	83606	$165.74
IRIW	83608	$140.24
IRIW	83612	$140.24
IRIW	83614	$161.49
IRIW	83616	$152.99
IRIW	83618	$157.24
IRIW	83620	$195.49
IRIW	83622	$195.49
IRIW	83628	$195.49
IRIW	83630	$195.49
IRIW	83632	$195.49
IRIW	83636	$191.24
IRIW	83638	$161.49
IRIW	83642	$182.74
IRIW	83644	$191.24
IRIW	83648	$182.74*
IRIW	83652	$165.74
IRIW	83658	$203.99
IRIW	83666	$148.74
IRIW	83668	$212.49
IRIW	83670	$161.49
IRIW	83672	$161.49
IRIW	83674	$203.99
IRIW	83676	$212.49
IRIW	83678	$195.49
IRIW	83680	$165.74
IRIW	83684	$165.74
IRIW	83686	$203.99
IRIW	83688	$212.49
IRIW	83690	$212.49
IRIW	83692	$144.49
IRIW	83696	$144.49
IRIW	83802	$203.99
IRIW	83832	$203.99
IRIW	83834	$165.74
IRIW	83838	$165.74
IRIW	83842	$203.99*
IRIW	83844	$165.74
IRIW	83850	$191.24
IRIW	83852	$220.99
IRIW	83856	$212.49

Brand	Style	Price
IRIW	83858	$212.49
IRIW	83862	$220.99
IRIW	83864	$229.49
IRIW	83866	$203.99
IRIW	83870	$199.74
IRIW	83872	$203.99
IRIW	83876	$212.49
IRIW	83878	$212.49
IRIW	83882	$229.49
IRIW	83884	$220.99
IRIW	83886	$237.99
IRIW	83898	$237.99
IRIW	83906	$203.99
IRIW	83908	$169.99
IRIW	83912	$203.99
IRIW	83930	$203.99
IRIW	83936	$203.99
IRIW	83938	$203.99
IRIW	83952	$191.24
IRIW	83956	$203.99
IRIW	83966	$216.74
IRIW	83972	$212.49
IRIW	83974	$161.49
IRIW	83976	$165.74
IRIW	83978	$165.74
IRIW	83984	$203.99
IRIW	83988	$212.49
IRIW	83990	$186.99
IRIW	83992	$186.99
IRIW	83994	$186.99
IRIW	83996	$212.49
IRIW	83998	$212.49
IRIW	84610	$200.09
IRIW	84612	$195.49
IRIW	84630	$127.49
IRIW	84632	$127.49
IRIW	84634	$127.49
IRIW	84980	$186.99
IRIW	84982	$203.99
RWLS	96317	$38.24
RWLS	96318	$42.49
RWLS	96319	$33.99
RWBR	96321	$8.49 *
RWBR	96322	$21.24
RWBR	96323	$59.49
RWBR	96324	$16.99 *

Red Wing Store - Dealer

* These styles are discontinued and may have limited availability in store.
Prices are subject to change depending on settings of program.

RED WING FOR BUSINESS

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TOWN OF SMYRNA
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safety toe & insoles

All Prices in USD

Brand	Style	Price	
RWBR	96325	$16.99	
RWBR	96326	$16.99	*
RWBR	96327	$25.49	
RWBR	96328	$16.99	*
RWBR	96329	$63.74	
RWBR	96330	$38.24	*
RWBR	96332	$38.24	*
RWBR	96334	$42.49	*
RWBR	96335	$46.74	*
RWBR	96336	$46.74	
RWBR	96339	$21.24	*
RWBR	96347	$21.24	
RWBR	96353	$12.74	*
RWLS	96356	$42.49	
RWBR	96358	$29.74	
IRIS	96361	$21.24	
RWBR	96365	$33.99	
RWBR	96368	$29.74	
RWBR	96369	$25.49	
RWLS	96371	$38.24	
RWBR	96373	$29.74	
RWBR	96381	$16.99	*
RWBR	96386	$50.99	*
RWBR	96388	$29.74	
RWBR	96404	$51.84	*
RWBR	96405	$51.84	*
RWBR	96406	$51.84	*
RWBR	96407	$51.84	*
RWBR	96408	$51.84	*
RWBR	96409	$51.84	*
RWBR	96410	$51.84	
RWBR	96411	$51.84	
RWBR	96412	$51.84	
RWBR	96413	$59.49	
RWBR	96414	$51.84	
RWBR	96415	$59.49	
RWBR	96416	$50.99	
RWBR	96417	$59.49	
RWBR	96418	$55.24	
RWBR	96419	$55.24	
RWBR	96420	$55.24	
RWBR	96421	$63.74	
RWBR	96423	$127.49	
RWBR	96424	$50.99	
RWBR	96425	$63.74	
RWBR	96426	$46.74	

Brand	Style	Price
RWBR	96429	$33.99

Red Wing Store - Dealer

* These styles are discontinued and may have limited availability in store.
Prices are subject to change depending on settings of program.











RED WING STYLE #2120
MEN'S 9-INCH LOGGER BOOT

EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

This proven heavy-duty workhorse is built atop an ultra-durable Goodyear® welt construction platform for stability, with an aggressive Vibram® lug sole underneath that delivers best-in-class slip, oil, heat and chemical resistance. Features include electrical hazard protection and a non-metallic safety toe that preserves the LoggerMax family's classic profile while reducing overall weight and improving performance in cool conditions. The advanced Red Wing waterproofing system also helps to ensure you stay comfortable and productive when conditions get wet. This 9-inch boot extends well up the calf for enhanced ankle support and excellent traction over uneven terrain.

ABOUT THE 2120

Leather Type	Nubuck, Waterproof and Oiled
Construction	Welt
Insole	Bontex®
Shank	Lineman Steel
Last	634
Outsole	Vibram® 360 Logger TC-4 Plus
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Boot Oil, Waterproof Cleaner, Leather Protector
Sizes	D 7-12, 13, 14, 15 E 28-12, 13, 14
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, Red Wing Leather, HRO Heat Resistant,

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RED WING SHOES®

RED WING STYLE #2144
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
WATERPROOF
AT ALUMINUM TOE
SR SLIP RESISTANT

These ultralight, hiker-styled work boots incorporate innovations in environmentally friendly and sustainable materials while maintaining absolute durability, comfort and performance. Materials made from renewable resources and post-consumer recycled plastic are used throughout — everywhere from the outsole, midsole and bootie to the footbed and even the laces. ASTM-approved electrical hazard and aluminum safety toe protection combine with Red Wing waterproofing to make Apex boots ideal for work in construction, transportation, warehousing and other medium-duty trades, indoors and outdoors. Underneath, the Vibram® Eco outsole delivers best-in-class slip resistance. You can also dial in a fast, effortless, precision fit with the BOA® Fit System.





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ABOUT THE 2144

Leather Type	Nubuck, Waterproof and Oiled
Construction	Cement
Insole	Bontex®
Shank	TPU
Last	305
Outsole	ReGripDLT - Black-Tan Fleck
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SRO
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 6-12, 13, 14, 15 E 26-12, 13, 14, 15 H 8-12, 13, 14
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Waterproof, Aluminum Toe, Red Wing Waterproofing System, HRO Heat Resistant, Boa®, Vibram® Litebase, Slip Resistant

OUTSOLE PROPERTIES

RED WING STYLE #2180
MEN'S CHUKKA

EH ELECTRICAL HAZARD

AT ALUMINUM TOE

SR SLIP RESISTANT



Built to deliver new levels of lightweight toughness and versatility, this lace-up chukka seamlessly transitions in any office-to-floor environment. Crafted with classic Red Wing quality details and eco-friendly materials to optimize comfort and durability, in a lightweight package. The leather upper, aluminum safety toe and electrical hazard protection surround the foot with safety features for top-notch protection, while the TredLucent outsole delivers best-in-class chemical, heat and abrasion resistance. Ideal for warehousing, transportation and trades like architecture and engineering that require outdoor jobsite visits, or anyone needing reliable safety footwear without compromising on style.





ABOUT THE 2180

Leather Type	Full Grain, Oiled and Waxed
Construction	Cement
Insole	Non-woven
Shank	None
Last	722
Outsole	TredLucent - Brown
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-18, M/I/C, EH, ASTM F3445-21, SR
Care Products	Foam Cleaner, Leather Protector, Leather Cream
Sizes	D 6-12, 13, 14, 15 E 26-12, 13, 14, 15 H 8-12, 13
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Aluminum Toe, HRO Heat Resistant, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Better
Chemical Resistance	Best
Abrasion Resistance	Best

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RED WING STYLE #2204
MEN'S 11-INCH PULL-ON BOOT

EH ELECTRICAL HAZARD
ST STEEL TOE
WATERPROOF
SR SLIP RESISTANT

This premium square-toe pull-on delivers heavy-duty performance in high western style. It features the Dynamic Fit System for easy entry and all-day comfort, along with electrical hazard protection, advanced waterproofing and a low-profile steel safety toe. Underneath, the Barnstormer rubber outsole offers best-in-class slip resistance. Decorative 10-row stitching adds a premium western touch.

ABOUT THE 2204

Leather Type	Nubuck, Oiled
Construction	Welt
Insole	Texon®
Shank	Nylon
Last	689
Outsole	Red Wing BarnStormer - Light Gray
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Foam Cleaner, Leather Protector, All Natural Boot Oil
Sizes	B 8-12, 13, 14 D 7-12, 13, 14, 15 E 27-12, 13, 14, 15
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

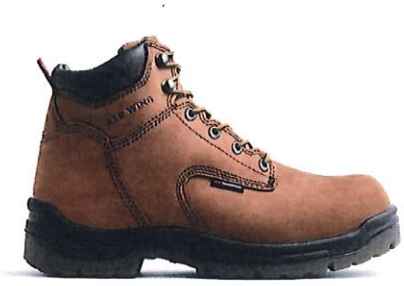
TECHNOLOGIES

Electrical Hazard, Steel Toe, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Dynamic Fit System, Slip Resistant

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RED WING SHOES®

RED WING STYLE #2240
MEN'S 6-INCH BOOT

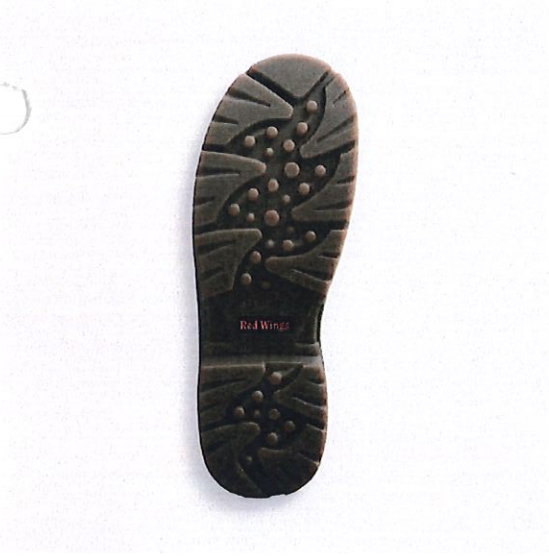


EH ELECTRICAL HAZARD

NT NON-METALLIC TOE

WATERPROOF

Get exceptional comfort, durability and performance from this waterproof, medium-duty boot with electrical hazard and non-metallic safety toe protection that offers 44% more toe room than standard work boots. The rugged Red Wing Leather upper and best-in-class oil/gas-, chemical- and abrasion-resistance make this style ideal for almost any light manufacturing, transportation or general utility job.













ABOUT THE 2240

Leather Type	Nubuck, Waterproof and Waxed
Construction	Direct Attach
Insole	Texon®
Shank	Non-metallic
Last	800
Outsole	TPU-PU Galaxy - Brown
Non-Marking	Yes
Defined Heel	Yes
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	B 10-12, 13, 14 D 7-12, 13, 14, 15 E 27-12, 13, 14 H 8-12, 13
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

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RED WING STYLE #2247
WOMEN'S 6-INCH BOOT

EH ELECTRICAL HAZARD

NT NON-METALLIC TOE

WATERPROOF

Get exceptional comfort, durability and performance from this medium-duty work boot designed for the shape of a woman's foot offering electrical hazard and non-metallic safety toe protection. The King Toe family is a popular choice due to the extra toe room it offers up front — 44% more room than our standard work boots. The full-grain, waterproof leather upper will keep your feet dry when the working conditions get wet, while best-in-class oil/gas-, chemical- and abrasion-resistance help you stay safe and surefooted on the jobsite. King Toe is the ideal boot for construction and a variety of other indoor and outdoor medium-duty work.

ABOUT THE 2247

Leather Type	Nubuck, Waterproof
Construction	Direct Attach
Insole	Texon®
Shank	Non-metallic
Last	JV2-0006
Outsole	TPU-PU Galaxy - Brown
Non-Marking	Yes
Defined Heel	Yes
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH
Care Products	Roughout/Nubuck Cleaner Kit, Leather Protector
Sizes	B 5-10, 11 D 5-10 E 26-10
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Women's Specific Fit, Red Wing Waterproofing System, King Toe - Red Wing

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best

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RED WING SHOES®

RED WING STYLE #2282
MEN'S ATHLETIC



EH ELECTRICAL HAZARD

AT ALUMINUM TOE

SR SLIP RESISTANT

Dial in a perfect fit in this eco-friendly, incredibly lightweight and comfortable athletic shoe with BOA® Fit System. From top to bottom, it incorporates plant-based and recycled materials. The flexible, breathable upper is made from up to 50% recycled polyester from discarded plastic, while the BioSpring midsole is made with high-rebound EVA and sugarcane compound which offers extra cushioning for all-day comfort. Underneath, the EcoStep by Vibram® outsole is made from up to 28% recycled rubber and delivers best-in-class slip and abrasion resistance. Combined with electrical hazard protection and an aluminum safety toe, this boot is ideal for light-duty work in warehousing, delivery, manufacturing and service.















ABOUT THE 2282

Construction	Cement
Insole	Non-woven
Shank	None
Last	305
Outsole	ReSurge - Black-TanFleck
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-18, M/I/C, EH, ASTM F3445-21, SR
Sizes	D 6-12, 13, 14, 15 E 26-12, 13, 14, 15 H 8-12, 13, 14
Insulation	Non-Insulated

TECHNOLOGIES

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RED WING STYLE #2284
WOMEN'S ATHLETIC



EH ELECTRICAL HAZARD

AT ALUMINUM TOE

SR SLIP RESISTANT

Made for the shape of a woman's foot, this sleek athletic shoe redefines how eco-friendly, comfortable and lightweight a safety toe work shoe can be. From top to bottom, it incorporates plant-based and recycled materials. The flexible, breathable upper is made of up to 50% recycled polyester from discarded plastic, while the midsole is made with high-rebound EVA and sugarcane compound which offers extra cushioning for all-day comfort. Underneath, the EcoStep by Vibram® outsole is made from up to 28% recycled rubber and delivers best-in-class slip and abrasion resistance. Combined with an aluminum safety toe, this shoe is ideal for light-duty work in warehousing, delivery, manufacturing and service.





ABOUT THE 2284

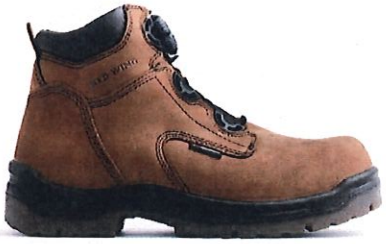
Construction	Cement
Insole	Non-woven
Shank	None
Last	305
Outsole	ReSurge - Black-TanFleck
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-18, F/I/C, EH, ASTM F3445-21, SR
Sizes	B 5-10, 11 D 5-10, 11
Insulation	Non-Insulated

TECHNOLOGIES

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RED WING SHOES®

RED WING STYLE #2298
MEN'S 6-INCH BOOT

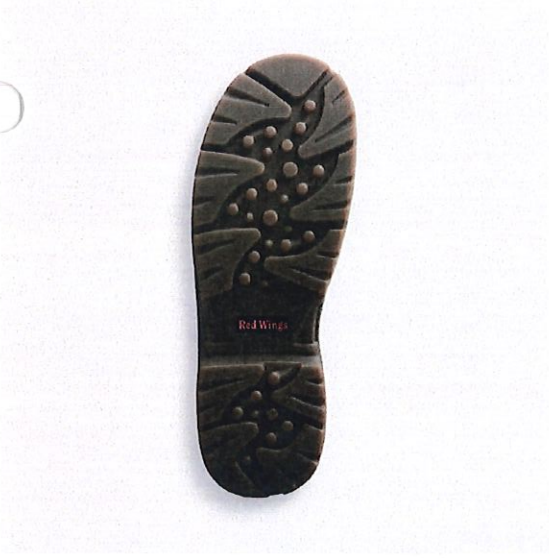


EH ELECTRICAL HAZARD

NT NON-METALLIC TOE

WATERPROOF

Dial in a uniform fit in this medium-duty boot with the BOA® Fit System. It delivers exceptional comfort, durability and performance, plus non-metallic safety toe protection that offers 44% more toe room than standard boots. The waterproof Red Wing Leather upper combines with best-in-class oil/gas-, chemical- and abrasion-resistance to keep you dry and surefooted in wet conditions.





ABOUT THE 2298

Leather Type	Nubuck, Waterproof and Waxed
Construction	Direct Attach
Insole	Texon®
Shank	Non-metallic
Last	800
Outsole	TPU-PU Galaxy - Brown
Non-Marking	Yes
Defined Heel	Yes
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	B 10-12, 13, 14 D 7-12, 13, 14, 15 E 27-12, 13, 14 H 8-12, 13, 14
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, Red Wing Leather, King Toe - Red Wing, Boa®

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RED WING SHOES®

RED WING STYLE #2400
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

Stay comfortable and productive in this durable, heavy-duty boot with non-metallic safety toe protection. The Red Wing waterproof leather and best-in-class GripTek rubber outsole work to keep you safe and surefooted in wet conditions, while triple-stitched toe and heel overlays enhance toughness. The PU midsole and Quadrex V2 footbed uphold exceptional all-day comfort.





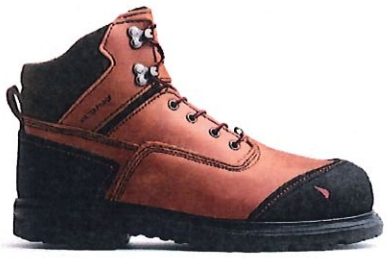
ABOUT THE 2400

Leather Type	Full Grain, Waterproof
Construction	Direct Attach to Welt
Insole	Texon®
Shank	Fiberglass
Last	687
Outsole	Dual Density GripTek - Black-Gray
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Assembled in the USA with Imported Components
Safety Rating	ASTM F2413-18, M/I/C, EH, ASTM F3445-21, SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 7-12, 13, 14, 15 E 27-12, 13, 14, 15 H 8-12, 13
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

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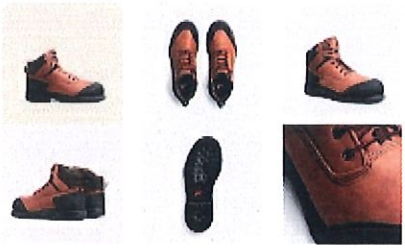
RED WING STYLE #2403
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

Stay comfortable and productive in this durable, heavy-duty boot with non-metallic safety toe protection. The Red Wing waterproof leather upper and best-in-class GripTek rubber outsole keep you safe and surefooted in wet conditions, while triple-stitched toe and heel overlays enhance toughness in high-wear areas. The PU midsole and Quadrex V2 footbed deliver exceptional all-day comfort.





ABOUT THE 2403

Leather Type	Full Grain, Waterproof
Construction	Direct Attach to Welt
Insole	Texon®
Shank	Fiberglass
Last	687
Outsole	Dual Density GripTek - Black-Gray
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Assembled in the USA with Imported Components
Safety Rating	ASTM F2413-18, M/I/C, EH, ASTM F3445-21, SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 7-12, 13, 14, 15 E 27-12, 13, 14, 15 H 8-12, 13
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

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RED WING SHOES®

RED WING STYLE #2406
MEN'S 6-INCH BOOT



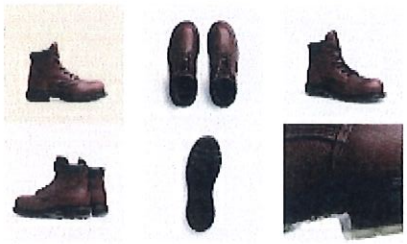
EH ELECTRICAL HAZARD

ST STEEL TOE

SR SLIP RESISTANT

This premium heavy-duty boot with steel toe protection is built to get you through long hours in demanding work environments. A dual-density urethane sole combines exceptional cushioning and comfort with a rugged outsole that protects and resists chemicals and abrasion. The full-grain Red Wing leather upper further enhances durability.





ABOUT THE 2406

Leather Type	Full Grain, Waterproof
Construction	Dual Density SuperSole® Welt
Insole	PORON®
Shank	Fiberglass
Last	694
Outsole	Aztec SuperSole® 2.0
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in USA
Safety Rating	ASTM F2413-18, M/I/C, EH, ASTM F3445-21, SR
Care Products	Waterproof Cleaner, Leather Cream, Leather Protector
Sizes	A 10-12, 13, 14 B 8-12, 13, 14, 15 C 8-12, 13 D 6-12, 13, 14, 15, 16 E 7-12, 13 E 26-12, 13, 14, 15 H 7-12, 13, 14, 15

TECHNOLOGIES

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RED WING SHOES®

RED WING STYLE #2408
MEN'S 8-INCH BOOT



EH ELECTRICAL HAZARD ST STEEL TOE

SR SLIP RESISTANT

This premium heavy-duty boot with steel toe protection is built to get you through long hours in demanding environments. A dual-density urethane sole combines exceptional cushioning and comfort with a rugged outsole that resists chemicals and abrasion. The Red Wing leather upper extends higher up the calf for extra protection and support.















ABOUT THE 2408

Leather Type	Full Grain, Waterproof
Construction	Dual Density SuperSole® Welt
Insole	PORON®
Shank	Fiberglass
Last	694
Outsole	Aztec SuperSole® 2.0
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in USA
Safety Rating	ASTM F2413-18, M/I/C, EH, ASTM F3445-21, SR
Care Products	Waterproof Cleaner, Leather Cream, Leather Protector
Sizes	B 8-12, 13, 14, 15 D 6-12, 13, 14, 15, 16 E 8-12, 13 E 27-12, 13, 14, 15 H 8-12, 13, 14, 15

TECHNOLOGIES

Electrical Hazard, Steel Toe, SuperSole 2.0, ComfortForce, Red Wing Leather, Core Style, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Good

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RED WING SHOES®

RED WING STYLE #2412
MEN'S 8-INCH BOOT



EH ELECTRICAL HAZARD
INSULATED
PR PUNCTURE RESISTANT
ST STEEL TOE
WATERPROOF
SR SLIP RESISTANT

These premium heavy-duty boots are loaded with features to keep you safe and comfortable in demanding environments. A soft inner sole provides cushion and comfort, while a puncture- and chemical-resistant outer sole offers durability and protection. The full-grain, GORE-TEX® waterproof leather upper and 3M Thinsulate™ Ultra 400-gram insulation withstand cold weather. Available in extended sizes and widths. Available only at select retailers.





ABOUT THE 2412

Leather Type	Full Grain, Waterproof
Construction	Dual Density SuperSole® Welt
Insole	Swen-Flex®
Shank	Fiberglass
Last	694
Outsole	Aztec SuperSole® 2.0
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in USA
Safety Rating	CSA Grade 1, ESR Rated, PR, ASTM F2413-18, M/I/C, EH PR, ASTM F3445-21, SR
Care Products	Waterproof Cleaner, Leather Cream, Leather Protector
Sizes	B 10-12, 13, 14 D 6-12, 13, 14, 15 E 7-12, 13 E 37-12, 13, 14, 15
Waterproof Method	GORE-TEX®
Insulation	400g 3M™ Thinsulate™ Ultra

TECHNOLOGIES

Electrical Hazard, Insulated, Puncture Resistant, Steel Toe, Waterproof, SuperSole 2.0, ComfortForce, Red Wing Leather, Swen Flex, Core Style, Thinsulate™, GORE-TEX, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best

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RED WING SHOES®

RED WING STYLE #2415
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

With its welt construction and iconic flat-bottomed sole with shallow lugs that won't pick up mud, this boot offers best-in-class slip-resistance for heavy-duty applications that require superb stability and underfoot feel. The waterproof Red Wing leather upper with triple stitching provides exceptional durability and comfort. Includes non-metallic safety toe and electrical hazard protection.





ABOUT THE 2415

Leather Type	Full Grain, Waterproof and Oiled
Construction	Goodyear Leather Welt
Insole	Bontex®
Last	325
Outsole	Rubber-Blown Rubber Traction Tred
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Boot Oil, Waterproof Cleaner, Leather Protector
Sizes	D 7-12, 13, 14, 15 E 28-12, 13, 14
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, Red Wing Leather, HRO Heat Resistant, Core Style, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING STYLE #2418
MEN'S 8-INCH BOOT

EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

With its iconic flat-bottomed sole with shallow lugs that won't pick up mud, this boot offers best-in-class slip-resistance for heavy-duty applications that require superb stability and underfoot feel. The waterproof Red Wing leather upper with triple stitching enhances durability and comfort, while extending higher up the calf for extra support. Includes non-metallic safety toe and electrical hazard protection.





ABOUT THE 2418

Leather Type	Full Grain, Waterproof and Oiled
Construction	Goodyear Leather Welt
Insole	Bontex®
Last	325
Outsole	Rubber-Blown Rubber Traction Tred
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Boot Oil, Waterproof Cleaner, Leather Protector
Sizes	D 7-12, 13, 14, 15 E 28-12, 13, 14
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, Red Wing Leather, HRO Heat Resistant, Core Style, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING SHOES®

RED WING STYLE #2440
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

This lightweight version of the classic work boot with iconic flat-bottom sole provides superior stability and all-day comfort for a variety of heavy-duty work. It features a waterproof, full-grain leather upper and electrical hazard and non-metallic safety toe protection, plus best-in-class slip resistance. The extended suede leather collar offers extra cushioning around the ankles.





ABOUT THE 2440

Leather Type	Full Grain, Waterproof, Oiled and Waxed
Construction	Welt
Insole	Bontex®
Last	325
Outsole	LiteTred - Tan
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 7-12, 13, 14, 15 E 28-12, 13, 14 H 8-12
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, Red Wing Leather, HRO Heat Resistant, Vibram® Litebase, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING SHOES®

RED WING STYLE #2444
WOMEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

Shaped to fit a woman's foot, this lightweight version of the classic heavy-duty work boot with iconic flat-bottom sole provides exceptional stability and all-day comfort. It features a waterproof, 6-inch oiled Nubuck leather upper and electrical hazard protection, plus best-in-class slip resistance underneath. The extended suede leather collar offers extra cushioning around the ankles.





ABOUT THE 2444

Leather Type	Nubuck, Waterproof and Oiled
Construction	Welt
Insole	Bontex®
Last	325
Outsole	LiteTred - Crepe
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Boot Oil, Waterproof Cleaner, Leather Protector
Sizes	B 5-10, 11 D 5-10, 11
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

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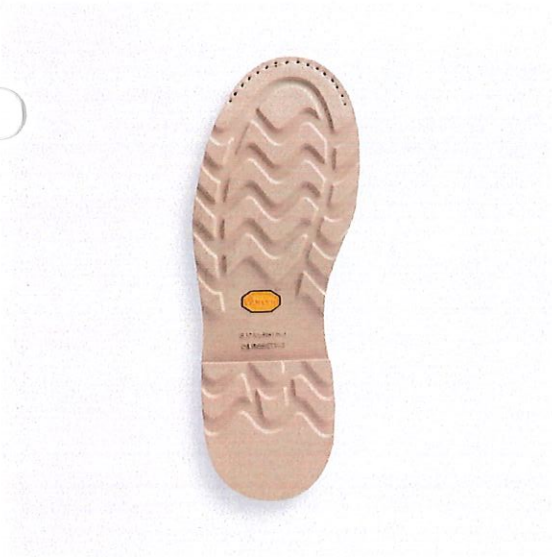
RED WING SHOES®

RED WING STYLE #2449
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

This lightweight, modern-looking version of an iconic Red Wing work boot provides superior stability, superb underfoot feel and all-day comfort for a variety of heavy-duty work. Advanced waterproofing on the full-grain leather upper helps to keep the feet dry and comfortable in wet conditions, while non-metallic safety toe protection, electrical hazard protection and best-in-class slip, oil/gas and chemical resistance provide an additional layer of confidence on the jobsite. The 90-degree heel offers excellent stability when encountering uneven terrain. Traction Tred Lite keeps you sure-footed when on the move at all times, making it ideal for trades such as ironworking and carpentry.





ABOUT THE 2449

Leather Type	Full Grain, Waterproof, Oiled and Waxed
Construction	Welt
Insole	Bontex®
Shank	Steel
Last	325
Outsole	LiteTred DH - Tan
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 7-12, 13, 14, 15 E 28-12, 13, 14 H 8-12
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, Red Wing Leather, HRO Heat Resistant, Vibram® Litebase, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best

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RED WING SHOES®

RED WING STYLE #2452
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
PR PUNCTURE RESISTANT
WATERPROOF
AT ALUMINUM TOE
SR SLIP RESISTANT

Dial in a perfect in our lightest work boot so far that features the BOA® Fit System. This premium medium-duty style offers top performance, comfort and protection while keeping you fast and flexible on the jobsite. Features include electrical hazard protection, an aluminum safety toe and Red Wing waterproofing, plus a Vibram® Extreme Lite sole that scores high marks across all safety ratings.





ABOUT THE 2452

Leather Type	Nubuck, Waterproof, Oiled and Waxed
Construction	Cement
Insole	Swen-Flex®
Shank	Nylon
Last	JV305
Outsole	Vibram® X-treme Lite
Non-Marking	Yes
Defined Heel	Yes
Country of Origin	Made in Cambodia
Safety Rating	CSA Grade 1, ESR Rated, PR, ASTM F2413-24, I/C, EH PR SRO
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 6-12, 13, 14, 15 E 26-12, 13, 14, 15 H 8-12, 13
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Puncture Resistant, Waterproof, Aluminum Toe, Red Wing Waterproofing System, Red Wing Leather, Swen Flex, Boa®, Switchback Support System, Screen Shield, Vibram® Litebase, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best

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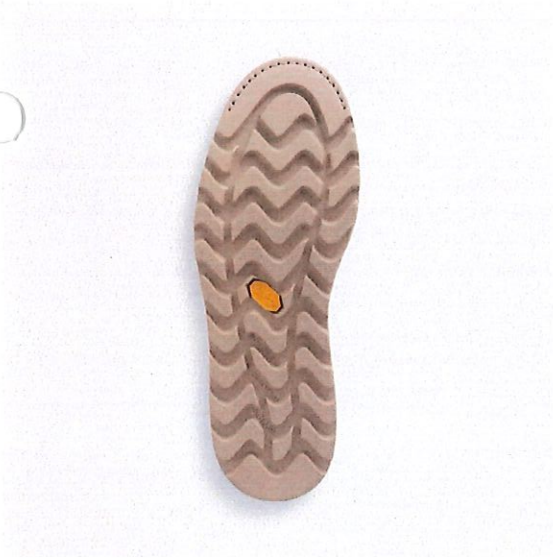
RED WING SHOES®

RED WING STYLE #2462
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

Dial in a uniform fit in this lightweight, slip-resistant, modern-looking version of an iconic Red Wing boot with the BOA® Fit System. It offers superior stability, superb underfoot feel and all-day comfort for a variety of medium-duty work. Advanced waterproofing on the full-grain leather upper helps to keep the feet dry and comfortable in wet conditions, while non-metallic safety toe protection, electrical hazard protection, and best-in-class chemical and heat resistance provide an additional layer of confidence on the jobsite. Traction Tred Lite is the ideal choice for trades such as distribution, construction and manufacturing.





ABOUT THE 2462

Leather Type	Full Grain, Waterproof & Waxed
Construction	Welt
Insole	Bontex®
Shank	None
Last	325
Outsole	LiteTred - Tan
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 7-12, 13, 14, 15 E 28-12, 13, 14 H 8-12
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Boa®, Vibram® Litebase, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best

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PREVIEW NOT AVAILABLE



RED WING STYLE #2476
MEN'S 6-INCH BOOT

EH ELECTRICAL HAZARD

NT NON-METALLIC TOE

SR SLIP RESISTANT

This lightweight, modern-looking version of an iconic Red Wing work boot provides superior stability, superb underfoot feel and all-day comfort for a variety of heavy-duty work environments. Advanced eco-friendly materials are incorporated throughout. This specific style is unlined, offering optimal breathability for working in warm weather while a non-metallic safety toe, electrical hazard protection and best-in-class slip resistance provide confidence on the jobsite. The LiteTred outsole offers excellent stability when encountering uneven terrain. Traction Tred Lite will keep you surefooted when on the move, making it the ideal solution for trades such as distribution, construction, and manufacturing.

ABOUT THE 2476

Leather Type	Nubuck, Oiled
Construction	Welt
Insole	Bontex®
Shank	None
Last	325
Outsole	LiteTred - Tan
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Foam Cleaner, Leather Protector, All Natural Boot Oil
Sizes	D 7-12, 13, 14, 15 E 28-12, 13, 14 H 8-12
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, HRO Heat Resistant, Vibram® Litebase, Slip Resistant

RED WING SHOES®

RED WING STYLE #2551
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

Get heavy-duty performance without the extra weight and bulk. Built with the latest lightweight materials and design advancements, these slip-resistant work boots bring a new level of durability, comfort, and protection to the most demanding environments. Advanced waterproofing on the PU-coated leather upper helps to keep the feet dry, while a high-rebound midsole material upholds all-day comfort. The non-metallic safety toe and built-in electrical hazard protection provide an extra measure of jobsite confidence. Underneath, the HD Pivotal outsole provides best-in-class chemical and heat resistance. Recycled content materials are used throughout. Ideal for outdoor construction, carpentry, and other trades that involve lots of kneeling.





ABOUT THE 2551

Leather Type	Full Grain, Waterproof, Oiled and Waxed
Construction	Welt
Insole	Texon®
Shank	Nylon
Last	601
Outsole	HDL Pivotal – Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 6-12, 13, 14, 15 E 26-12, 13, 14, 15 H 8-12, 13, 14
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best

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RED WING SHOES®

RED WING STYLE #2552
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

Dial in a uniform fit in these slip-resistant work boots with the BOA® Fit System that deliver heavy-duty performance without the extra weight and bulk. Built with the latest lightweight materials and design advancements, they bring a new level of durability, comfort, and protection to the most demanding environments. Advanced waterproofing on the PU-coated leather upper helps to keep the feet dry, while a high-rebound midsole upholds all-day comfort. The non-metallic safety toe and electrical hazard protection provide additional jobsite confidence. Underneath, the HD Pivotal outsole provides best-in-class chemical and heat resistance. Recycled content materials are used throughout. Ideal for outdoor construction, carpentry, and other trades that involve lots of kneeling.





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ABOUT THE 2552

Leather Type	Full Grain, Waterproof and Waxed
Construction	Welt
Insole	Texon®
Shank	Nylon
Last	601
Outsole	HDL Pivotal – Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 6-12, 13, 14, 15 E 26-12, 13, 14, 15 H 8-12, 13, 14
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Boa®, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best

RED WING SHOES®

RED WING STYLE #3028
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
SR SLIP RESISTANT

Packing extreme durability and protection into a functional design, this versatile and globally certified work boot ups the game for medium- to heavy-duty safety footwear performance. The advanced Cosmo™ textile lining helps to regulate temperature around the foot, as the high-rebound PU footbed and midsole uphold comfort. Underneath, the Galvanext outsole provides best-in-class oil, slip, abrasion and puncture resistance and extends higher up the heel area for enhanced torsional stability. Additionally, a non-metallic safety toe and electrical hazard protection make this the ideal work boot for the oil, gas and construction trades, anywhere in the world.







ABOUT THE 3028

Leather Type	Nubuck, Waterproof
Construction	Direct Attach
Insole	Lenzi PS5ES Puncture Resistant
Shank	Nylon
Last	692
Outsole	Galvanext EH - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Cambodia
Safety Rating	CSA Grade 1, ESR Rated, PR, EN ISO 20345: 2022 SB PL SR HRO LG, ASTM F2413-24, I/C, EH PR SRO
Care Products	Roughout/Nubuck Cleaner Kit, Leather Protector
Sizes	D 6-12, 13, 14 E 24-12, 13, 14, 15, 16
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Puncture Resistant, HRO Heat Resistant, Lenzi, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best

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RED WING SHOES®

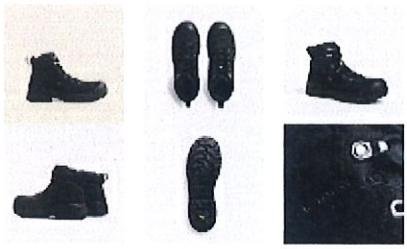
RED WING STYLE #3029
MEN'S 6-INCH BOOT



NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
SD STATIC DISSIPATIVE
WATERPROOF
SR SLIP RESISTANT

Packing extreme durability and protection into a functional design, this versatile and globally certified work boot ups the game for medium- to heavy-duty safety footwear performance. The advanced Cosmo™ textile lining helps to regulate temperature around the foot, as the high-rebound PU footbed and midsole uphold comfort. Underneath, the Galvanext outsole provides best-in-class oil, slip, abrasion and puncture resistance and extends higher up the heel area for enhanced torsional stability. Additionally, waterproofing, a non-metallic safety toe and static-dissipative protection make this the ideal boot for the oil, gas and construction trades, anywhere in the world.





ABOUT THE 3029

Leather Type	Nubuck, Waterproof
Construction	Direct Attach
Insole	Lenzi PS5 Puncture Resistant with SD
Shank	Nylon
Last	692
Outsole	Galvanext SD - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Cambodia
Safety Rating	CSA Grade 1, ESR Rated, PR, EN ISO 20345:2022 S7L SR HRO LG, ASTM F2413-24, I/C, SD 35 PR SRO
Care Products	Roughout/Nubuck Cleaner Kit, Leather Protector
Sizes	D 6-12, 13, 14 E 24-12, 13, 14, 15, 16
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Non-Metallic Toe, Puncture Resistant, Static Dissipative, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Lenzi, Slip Resistant

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RED WING SHOES®

RED WING STYLE #3030
MEN'S 8-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
WATERPROOF
SR SLIP RESISTANT

Packing extreme durability and protection into a functional design, this versatile and globally certified work boot ups the game for medium- to heavy-duty safety footwear performance. The advanced Cosmo™ textile lining helps to regulate temperature around the foot, as the high-rebound PU footbed and midsole uphold comfort. Underneath, the Galvanext outsole provides best-in-class oil, slip, abrasion and puncture resistance and extends higher up the heel area for enhanced torsional stability. Additionally, waterproofing, a non-metallic safety toe and electrical hazard protection make this the ideal boot for the oil, gas and construction trades, anywhere in the world.





ABOUT THE 3030

Leather Type	Nubuck, Waterproof
Construction	Direct Attach
Insole	Lenzi PS5ES Puncture Resistant
Shank	Nylon
Last	692
Outsole	Galvanext EH - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Cambodia
Safety Rating	CSA Grade 1, ESR Rated, PR, EN ISO 20345: 2022 SB PL WR SR HRO LG, ASTM F2413-24, I/C, EH PR SRO
Care Products	Roughout/Nubuck Cleaner Kit, Leather Protector
Sizes	D 6-12, 13, 14 E 24-12, 13, 14, 15, 16
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Puncture Resistant, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Lenzi, Slip Resistant

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RED WING STYLE #3033
MEN'S 8-INCH BOOT



EH ELECTRICAL HAZARD
MT METATARSAL GUARD
NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
WATERPROOF
SR SLIP RESISTANT

Packing extreme durability and protection into a lightweight design, this versatile and globally certified work boot ups the game for medium- to heavy-duty industrial safety footwear performance. The advanced Cosmo™ KülKote textile lining helps to regulate temperature around the foot, as the high-rebound PU footbed and midsole uphold comfort. Underneath, the Galvanext outsole provides best-in-class oil, slip, abrasion, and puncture resistance. The outsole also extends higher up the heel area for enhanced torsional stability and the midfoot design is ideal for ladder grip. Combined with a non-metallic safety toe, electrical hazard protection and a convenient side zipper, this is the ideal boot for the oil, gas, and construction trades, anywhere in the world.





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ABOUT THE 3033

Leather Type	Nubuck, Waterproof
Construction	Direct Attach
Insole	Lenzi PS5ES Puncture Resistant
Shank	Nylon
Last	692
Outsole	Galvanext EH - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Cambodia
Safety Rating	CSA Grade 1, ESR Rated, PR, M, EN ISO 20345:2022 SB PL WR SR HRO LG M FO SC, ASTM F2413-24, I/C, Mt EH PR SRO
Care Products	Roughout/Nubuck Cleaner Kit, Leather Protector
Sizes	D 6-12, 13, 14 E 24-12, 13, 14, 15, 16
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES





RED WING STYLE #3035
MEN'S 8-INCH BOOT

NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
SD STATIC DISSIPATIVE
WATERPROOF
SR SLIP RESISTANT

Dial in a uniform fit in this versatile and globally certified medium- to heavy-duty work boot with BOA® Fit System, which packs extreme durability and protection into a lightweight design. The advanced Cosmo™ KülKote textile lining helps to regulate temperature around the foot, as the high-rebound PU footbed and midsole uphold comfort. Underneath, the Galvanext outsole provides best-in-class oil, slip, abrasion, and puncture resistance. The outsole also extends higher up the heel area for enhanced torsional stability and the midfoot design is ideal for ladder grip. Combined with a non-metallic safety toe and electrical hazard protection, this is the ideal boot for the oil, gas, and construction trades, anywhere in the world.

ABOUT THE 3035

Leather Type	Nubuck, Waterproof
Construction	Direct Attach
Insole	Lenzi PS5 Puncture Resistant with SD
Shank	Nylon
Last	692
Outsole	Galvanext SD - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Cambodia
Safety Rating	CSA Grade 1, SD+ Rated, PR, EN ISO 20345:2022 S7L SR HRO LG FO SC, ASTM F2413-24, I/C, SD 35 PR SRO
Care Products	Roughout/Nubuck Cleaner Kit, Leather Protector
Sizes	D 6-12, 13, 14 E 24-12, 13, 14, 15, 16
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Non-Metallic Toe, Puncture Resistant, Static Dissipative, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Boa®, Lenzi, Slip Resistant

RED WING SHOES®

RED WING STYLE #3265
MEN'S 8-INCH BOOT



EH ELECTRICAL HAZARD
INSULATED
NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
WATERPROOF
SR SLIP RESISTANT

Dial in a uniform fit while working safely and comfortably in very cold conditions. This heavy-duty and EN-, CSA- and ASTM-certified boot with BOA® Fit System incorporates advanced waterproofing and four layers of insulation to keep the bitter cold and moisture away. An EVA footbed includes a heel cup with felt and insulation for premium comfort and warmth, and the PU midsole is optimized to perform in low temperatures. It also offers non-metallic safety toe and electrical hazard protection. Underneath, the IceAxe outsole delivers best-in-class oil, slip and abrasion resistance. Ideal for oil and gas, mining, construction and other trades that involve outdoor work in severe winter climates.





ABOUT THE 3265

Leather Type	Full Grain, Waterproof
Construction	Direct Attach
Insole	Lenzi PS5ES Puncture Resistant
Shank	Nylon
Last	600EN
Outsole	IceAxe - Black-Red
Non-Marking	No
Defined Heel	Yes
Country of Origin	Made in China
Safety Rating	CSA Grade 1, ESR Rated, PR, EN ISO 20345:2022 SB PL WR CIF0 E HRO, ASTM F2413-24, I/C, EH PR SRO
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 6, 7-8, 9, 10, 11-12, 13, 14, 15 E 26, 7-8, 9, 10, 11-12, 13, 14, 15
Waterproof Method	Red Wing Waterproofing
Insulation	1600g Insulation

TECHNOLOGIES

Electrical Hazard, Insulated, Non-Metallic Toe, Puncture Resistant, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Boa®, Lenzi, CosmoComfort, Slip Resistant

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RED WING STYLE #3522
MEN'S 8-INCH BOOT

EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
WATERPROOF
SR SLIP RESISTANT

This lightweight version of the classic boot with iconic flat-bottom sole provides superior stability and all-day comfort for heavy-duty work. Features include advanced waterproofing, electrical hazard protection and a non-metallic safety toe, plus puncture resistance and best-in-class slip resistance underneath. A suede collator atop the 8-inch leather upper further enhances comfort.





ABOUT THE 3522

Leather Type	Full Grain, Waterproof, Oiled and Waxed, Nubuck, Waterproof, Oiled and Waxed
Construction	Welt
Insole	Swen-Flex®
Last	325
Outsole	LiteTred - Tan
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	CSA Grade 1, ESR Rated, PR, ASTM F2413-24, I/C, EH PR SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 7-12, 13, 14, 15 E 28-12, 13, 14 H 8-12
Waterproof Method	Red Wing Waterproofing
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Puncture Resistant, Waterproof, Red Wing Waterproofing System, Red Wing Leather, Swen Flex, HRO Heat Resistant, Vibram® Litebase, Slip Resistant

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RED WING SHOES®

RED WING STYLE #3531
MEN'S 8-INCH BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
WATERPROOF
SR SLIP RESISTANT

Bring hiker-inspired performance to the jobsite with these lightweight, medium-duty boots featuring the BOA® Fit System for a uniform fit. An innovative last maintains all-day comfort as the Red Wing waterproof upper extends high up the calf to protect from wet weather. The puncture-resistant VersaTrax outsole delivers best-in-class slip, oil/gas and chemical resistance. Dial in to a precision fit with the BOA® Fit System, built for all-day performance in any environment.





ABOUT THE 3531

Leather Type	Nubuck, Waterproof and Waxed
Construction	Direct Attach
Insole	Lenzi PS5ES Puncture Resistant
Last	601
Outsole	VersaTrax - Black-Red
Non-Marking	Yes
Defined Heel	Yes
Country of Origin	Made in China
Safety Rating	CSA Grade 1, ESR Rated, PR, ASTM F2413-24, I/C, EH PR SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 6-12, 13, 14, 15, 16 E 26-12, 13, 14, 15 H 8-12, 13, 14
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Puncture Resistant, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Boa®, Lenzi, Nano Toe, Slip Resistant

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RED WING STYLE #3538
MEN'S OXFORD

EH ELECTRICAL HAZARD
PR PUNCTURE RESISTANT
AT ALUMINUM TOE
SR SLIP RESISTANT



As comfortable as an athletic shoe but built to deliver new levels of lightweight toughness and versatility, this puncture-resistant slip-on can handle any light-duty office-to-floor environment. It incorporates classic Red Wing quality details and uses advanced and eco-friendly materials to optimize comfort and durability, at the lowest weight. The nubuck leather upper, aluminum safety toe, and electrical hazard protection surround the foot with safety features, while the TredLucent outsole delivers best-in-class slip, oil and chemical resistance. Great for warehousing, transportation and trades like architecture and engineering that require outdoor jobsite visits.





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ABOUT THE 3538

Leather Type	Full Grain, Oiled and Waxed
Construction	Cement
Insole	Lenzi PS5ES Puncture Resistant
Shank	None
Last	704
Outsole	TredLucent - Brown
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	CSA Grade 1, ESR Rated, PR, ASTM F2413-18, M/I/C, EH PR, ASTM F3445-21, SR
Care Products	Foam Cleaner, Leather Protector, Leather Cream
Sizes	D 6-12, 13, 14, 15 E 26-12, 13, 14, 15 H 8-12, 13
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Puncture Resistant, Aluminum Toe, HRO Heat Resistant, Lenzi, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Better
Chemical Resistance	Best
Abrasion Resistance	Best











RED WING STYLE #3561
MEN'S 6-INCH HIKER BOOT

EH ELECTRICAL HAZARD
PR PUNCTURE RESISTANT
ST STEEL TOE
WATERPROOF
SR SLIP RESISTANT

This fast, flexible and CSA-approved light-duty boot combines the ankle-high comfort of a hiking shoe with the toughness of a work boot. The steel safety toe protects up front while the full-grain, waterproof Red Wing leather upper provides protection everywhere else. Underneath, the rubber/EVA outsole keeps you sure on your feet with best-in-class slip, oil, gas, chemical and heat resistance.

ABOUT THE 3561

Leather Type	Suede, Waterproof
Construction	Cement
Insole	Swen-Flex®
Shank	Nylon
Last	220
Outsole	Rubber-EVA Xplorer - Gray
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	CSA Grade 1, ESR Rated, PR, ASTM F2413-24, I/C, EH PR SR
Care Products	Roughout/Nubuck Cleaner Kit, Leather Protector
Sizes	D 8-12, 13, 14 E 28-12, 13
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

Electrical Hazard, Puncture Resistant, Steel Toe, Waterproof, Red Wing Waterproofing System, Swen Flex, HRO Heat Resistant, CuShin™, Core Style, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best

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RED WING STYLE #4200
MEN'S 8-INCH BOOT

EH ELECTRICAL HAZARD

ST STEEL TOE

WATERPROOF

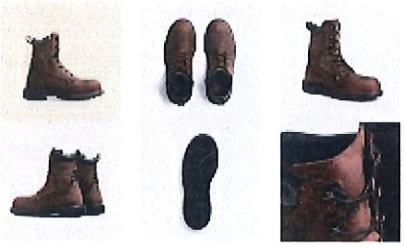
This heavy-duty boot with steel toe protection significantly reduces underfoot pressure by distributing the pressure evenly across the feet, minimizing foot-pounding shock over long hours on hard, flat surfaces. The built-in insole also offers excellent stability, while the premium, waterproof Red Wing Leather upper keeps you comfortable and enhances ankle support by extending higher up the calf.



ABOUT THE 4200

Leather Type	Nubuck, Waterproof, Oiled and Waxed
Construction	SuperSole® Welt
Insole	DynaForce®
Shank	Non-metallic
Last	694
Outsole	Horizon™ DL SuperSole®
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Assembled in the USA with Imported Components
Safety Rating	ASTM F2413-18, M/I/C, EH
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	B 10-12, 13, 14 D 7-12, 13, 14, 15 E 27-12, 13, 14 H 8-12, 13, 14
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES



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RED WING SHOES®

RED WING STYLE #4215
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD

ST STEEL TOE

WATERPROOF

This heavy-duty boot with steel toe protection significantly reduces underfoot pressure by distributing the pressure evenly across the feet, minimizing foot-pounding shock over long work hours on hard, flat surfaces. The built-in insole also offers excellent stability, while the premium, waterproof Red Wing leather upper helps keep you comfortable in wet conditions.





ABOUT THE 4215

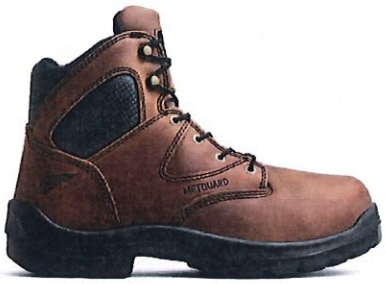
Leather Type	Nubuck, Waterproof, Oiled and Waxed
Construction	SuperSole® Welt
Insole	DynaForce®
Shank	Non-metallic
Last	694
Outsole	Horizon™ DL SuperSole®
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Assembled in the USA with Imported Components
Safety Rating	ASTM F2413-18, M/I/C, EH
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	B 10-12, 13, 14 D 7-12, 13, 14, 15 E 27-12, 13, 14 H 8-12, 13, 14
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

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RED WING SHOES®

RED WING STYLE #4421
MEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
MT METATARSAL GUARD
NT NON-METALLIC TOE
SR SLIP RESISTANT

Find the ideal balance of durability and flexibility in this lightweight, medium-duty boot featuring electrical hazard, metatarsal and non-metallic safety toe protection that is built for general work environments. The rugged Red Wing leather upper provides exceptional toughness as the rubber-PU outsole offers best-in-class slip, oil, gas, chemical, abrasion and heat resistance.





ABOUT THE 4421

Leather Type	Full Grain, Oiled and Waxed
Construction	Direct Attach
Insole	Bontex®
Shank	Non-metallic
Last	CH-691
Outsole	Rubber-PU Auger - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in China
Safety Rating	ASTM F2413-24, I/C, Mt EH SR
Care Products	All Natural Leather Conditioner, Foam Cleaner, Leather Protector
Sizes	D 8-12, 13, 14 E 28-12, 13

TECHNOLOGIES

Electrical Hazard, Metatarsal Guard, Non-Metallic Toe, ForceShield, HRO Heat Resistant, Core Style, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING STYLE #4436
MEN'S 11-INCH PULL-ON BOOT

EH ELECTRICAL HAZARD
MT METATARSAL GUARD
ST STEEL TOE
WATERPROOF

Walk all over hard work with this heavy-duty, easy-on/easy-off pull-on boot featuring electrical hazard, metatarsal and steel safety toe protection. The premium, waterproof Red Wing leather combines with the single-density, direct-molded urethane sole to deliver excellent durability and traction in all weather conditions, while also providing best-in-class oil and gas resistance.

ABOUT THE 4436

Leather Type	Nubuck, Waterproof, Oiled and Waxed
Construction	SuperSole® Welt
Insole	Texon®
Shank	Fiberglass
Last	696
Outsole	Horizon™ DL SuperSole®
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Assembled in the USA with Imported Components
Safety Rating	ASTM F2413-18, M/I/C, Mt EH
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	B 10-12, 13, 14 D 7-12, 13, 14, 15 E 27-12, 13, 14 H 8-12, 13
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

Electrical Hazard, Metatarsal Guard, Steel Toe, Waterproof, SuperSole, RedBed, Red Wing Waterproofing System, Red Wing Leather, ForceShield, Core Style

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Better



RED WING STYLE #4499
MEN'S 10-INCH BOOT

EH ELECTRICAL HAZARD
MT METATARSAL GUARD
ST STEEL TOE
WATERPROOF
SR SLIP RESISTANT

For the most physically demanding work, there's TruWelt. This boot with metatarsal and steel safety toe protection is built on a heavy-duty Goodyear® welt platform that is double-stitched for strength. Underneath, the Vibram® sole delivers best-in-class slip, oil/chemical, abrasion and heat resistance. This boot's Red Wing Waterproofing System keeps you working comfortably in the rain and sleet.





ABOUT THE 4499

Leather Type	Nubuck, Waterproof and Oiled
Construction	Goodyear Leather Welt
Insole	Bontex®
Shank	Steel
Last	694
Outsole	Vibram® Montana
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, Mt EH SR
Care Products	Boot Oil, Waterproof Cleaner, Leather Protector
Sizes	D 7-12, 13, 14, 15, 16 E 28-12, 13, 14
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

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RED WING SHOES®

WORX STYLE #5007
MEN'S ATHLETIC

EH ELECTRICAL HAZARD

AT ALUMINUM TOE

SR SLIP RESISTANT



Designed for indoor and outdoor use, the light-duty Carbide work shoe layers all-purpose comfort, durability and performance atop a solid foundation of best-in-class slip and chemical resistance. Features include safety toe and electrical hazard protection, along with extra protection in high-wear areas of the heel and toe areas for added durability.



ABOUT THE 5007

Leather Type	PU Coated
Construction	Cement
Insole	Non-woven
Shank	Non-metallic
Last	228
Outsole	Rubber-EVA Viper - Blue
Non-Marking	No
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Sizes	M 7-12, 13, 14, 15 W 28-12, 13, 14

TECHNOLOGIES

Electrical Hazard, Aluminum Toe, Core Style, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Good
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Good



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RED WING SHOES®

WORX STYLE #5108
WOMEN'S ATHLETIC

EH ELECTRICAL HAZARD

AT ALUMINUM TOE

SR SLIP RESISTANT



Designed for indoor and outdoor use, the light-duty Carbide work shoe layers all-purpose comfort, durability and performance atop a solid foundation of best-in-class slip and chemical resistance. Features include safety toe and electrical hazard protection, along with extra protection in high-wear areas of the heel and toe areas for added durability.



ABOUT THE 5108

Leather Type	PU Coated
Construction	Cement
Insole	Non-woven
Shank	Non-metallic
Last	228
Outsole	Rubber-EVA Viper - Blue
Non-Marking	No
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Sizes	M 5-10, 11 W 6-10

TECHNOLOGIES

Electrical Hazard, Aluminum Toe, Women's Specific Fit, Core Style, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Good
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Good







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RED WING SHOES®

WORX STYLE #5164
WOMEN'S ATHLETIC

EH ELECTRICAL HAZARD

ST STEEL TOE

SR SLIP RESISTANT











Designed to fit the unique shape of a woman's foot, this Antimatter style offers the ultimate solution for jobs that require moving swiftly across slippery indoor surfaces. Absolute slip resistance underneath combines with a modern, athletic feel up top that fits like a shoe but performs like a work boot. The CrossGrip sole incorporates large lugs in a unique open pattern that allows debris to flow freely to the outside, creating a "self-cleaning" effect that maintains exceptional traction on oily, wet surfaces. Other features include steel safety toe and electrical hazard protection, plus a removable PU footbed with added foam that enhances all-day comfort and stability.

ABOUT THE 5164

Leather Type	PU Coated
Construction	Cement
Insole	Non-woven
Last	305
Outsole	CrossGrip - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SRO
Sizes	M 5-10, 11, 12 W 6-10, 11
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Steel Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Better
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING SHOES®

WORX STYLE #5187
WOMEN'S SLIP-ON

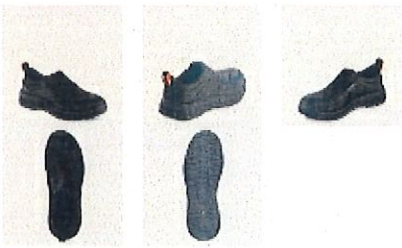
SD STATIC DISSIPATIVE

ST STEEL TOE

SR SLIP RESISTANT







Designed for a woman's foot, this durable and comfortable value-priced work shoe provides everything needed to stay productive and protected in a variety of light-duty environments. Its cement construction and TPU midsole provide lightweight flexibility and comfort, while the black Goodhue leather upper stands up to scratches and abrasion. A steel safety toe and static-dissipative protection add yet another layer of defense, and the removable EVA footbed provides extra cushion for walking on concrete and other hard surfaces. Underneath, the EssentialsLite outsole delivers best-in-class slip resistance. This is the ideal footwear for everything from service, transportation, and manufacturing to warehousing and municipality work.

ABOUT THE 5187

Leather Type	Full Grain, Waterproof and Waxed
Construction	Cement
Insole	IBITECH 222 A20
Shank	Fiberglass
Last	882-W
Outsole	EssentialsLite SD - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, SD 35 SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	M 4-10, 11, 12 W 5-10, 11
Insulation	Non-Insulated

TECHNOLOGIES

Static Dissipative, Steel Toe, Women's Specific Fit, Goodhue Leather, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Better

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RED WING SHOES®

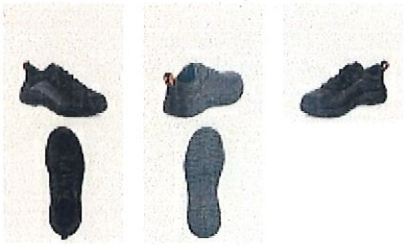
WORX STYLE #5188
WOMEN'S OXFORD

SD STATIC DISSIPATIVE ST STEEL TOE

SR SLIP RESISTANT







Designed for a woman's foot, this durable and comfortable value-priced lace-up shoe provides everything needed to stay productive and protected in a variety of light-duty work environments. Its cement construction and TPU midsole provide lightweight flexibility and comfort, while the black Goodhue leather upper stands up to scratches and abrasion. A steel safety toe and static-dissipative protection add yet another layer of defense, and the removable EVA footbed provides extra cushion for walking on concrete and other hard surfaces. Underneath, the EssentialsLite outsole delivers best-in-class slip resistance. This is the ideal footwear for everything from service, transportation, and manufacturing to warehousing and municipality work.

ABOUT THE 5188

Leather Type	Full Grain, Waterproof and Waxed
Construction	Cement
Insole	IBITECH 222 A20
Shank	Fiberglass
Last	882-W
Outsole	EssentialsLite SD - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, SD 35 SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	M 4-10, 11, 12 W 5-10, 11
Insulation	Non-Insulated

TECHNOLOGIES

Static Dissipative, Steel Toe, Women's Specific Fit, Goodhue Leather, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Better

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RED WING SHOES®

WORX STYLE #5266
MEN'S 6-INCH BOOT







EH ELECTRICAL HAZARD NT NON-METALLIC TOE

Featuring a lightweight, rugged design, hiker-inspired styling and a side zip for easy entry and exit, this medium-duty and non-metallic work boot offers a general-purpose, all-utility fit for a variety of jobs in the manufacturing, transportation, warehousing and service industries. The composite safety toe and electrical hazard protection provide an extra measure of confidence on the jobsite.

ABOUT THE 5266

Leather Type	Full Grain, Oiled
Construction	Direct Attach
Insole	Non-woven
Shank	Non-metallic
Last	691
Outsole	PU Cascade I
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH
Care Products	Leather Protector, All Natural Boot Oil, Foam Cleaner
Sizes	M 4-12, 13, 14 W 28-12, 13

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Core Style

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Good

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RED WING SHOES®

WORX STYLE #5421
MEN'S HIKER BOOT







EH ELECTRICAL HAZARD
MT METATARSAL GUARD
ST STEEL TOE
SR SLIP RESISTANT

Designed for indoor and outdoor use, this light-duty Carbide 6-inch hiker layers all-purpose comfort, durability and performance atop a solid foundation of best-in-class slip, oil/gas, chemical and heat resistance. Features include safety toe, metatarsal and electrical hazard protection, along with extra protection in high-wear areas of the heel and toe areas for added durability.

ABOUT THE 5421

Leather Type	Suede
Construction	Cement
Insole	Non-woven
Shank	Non-metallic
Last	305
Outsole	ProTred I-0 - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, Mt EH SRO
Care Products	Roughout/Nubuck Cleaner Kit, Leather Protector
Sizes	M 7-12, 13, 14 W 28-12, 13, 14
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Metatarsal Guard, Steel Toe, HRO Heat Resistant, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING SHOES®

WORX STYLE #5501
MEN'S 5-INCH HIKER BOOT



EH ELECTRICAL HAZARD

ST STEEL TOE

SR SLIP RESISTANT

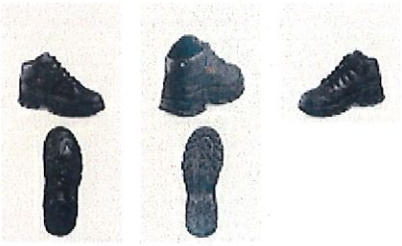
This value-priced, all-black hiker is designed to offer protection, comfort and style for indoor and outdoor work that requires wearing a uniform and long hours on your feet. It features a full-leather upper, plus electrical hazard protection and a non-metallic safety toe that won't set off metal detectors.



ABOUT THE 5501

Leather Type	Nubuck, Oiled
Construction	Cement
Insole	Texon®
Shank	Non-metallic
Last	882
Outsole	Rubber-PU Falcon
Non-Marking	No
Defined Heel	Yes
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Foam Cleaner, Leather Protector, Leather Cream
Sizes	M 6-12, 13, 14, 15, 16 W 28-12, 13, 14, 15, 16

TECHNOLOGIES



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RED WING STYLE #6344
MEN'S ATHLETIC

EH ELECTRICAL HAZARD

NT NON-METALLIC TOE

SR SLIP RESISTANT

Stay fast, cool and comfortable on your feet with these lightweight, light-duty shoes featuring CrossBreeze technology that surrounds the foot with an instant cooling effect. The Nano composite toe cap protects without weight and bulk, while the Vibram® SpeedSole delivers best-in-class slip and abrasion resistance underneath, plus electrical hazard protection.

ABOUT THE 6344

Construction	Cement
Insole	Non-woven
Last	305
Outsole	Vibram® SpeedSole - Black-Charcoal
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Sizes	D 7-12, 13, 14, 15 E 27-12, 13, 14, 15 H 8-12, 13, 14

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, HRO Heat Resistant, Core Style, Vibram®, CrossBreeze, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING SHOES®

WORX STYLE #6550
MEN'S OXFORD

EH ELECTRICAL HAZARD

NT NON-METALLIC TOE

SR SLIP RESISTANT

This all-black, completely nonmetallic oxford is a popular choice for workers in security and the airlines industry, offering style, comfort and protection from a value-priced shoe designed to be worn with a uniform. Features include safety toe and electrical hazard protection.











ABOUT THE 6550

Leather Type	PU Coated
Construction	Cement
Insole	Texon®
Shank	Non-metallic
Last	882
Outsole	SSRT Diamond
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH SR
Sizes	M 7-12, 13, 14, 15 W 28-12, 13, 14, 15

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Core Style, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Good

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RED WING STYLE #6338
MEN'S ATHLETIC



EH ELECTRICAL HAZARD

AT ALUMINUM TOE

SR SLIP RESISTANT

Speed, agility and bold styling define these lightweight, light-duty work shoes geared to get industrial athletes through an active workday, delivering exceptional comfort right out of the box. Features include a breathable nylon upper, aluminum safety toe and electrical hazard protection, plus a rubber-EVA outsole offering best-in-class slip, chemical and abrasion resistance.





ABOUT THE 6338

Construction	Cement
Insole	Non-woven
Shank	Nylon
Last	305
Outsole	Rubber-EVA Stealth - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Sizes	D 7-12, 13, 14, 15 E 27-12, 13, 14, 15 H 8-12, 13

TECHNOLOGIES

Electrical Hazard, Aluminum Toe, HRO Heat Resistant, Core Style, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING SHOES®

RED WING STYLE #6614
MEN'S 5-INCH HIKER BOOT



EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

Bring hiker-inspired performance to the jobsite in these lightweight, medium-duty boots with electrical hazard protection, a non-metallic safety toe and the BOA® Fit System for dialing in a perfect fit. An innovative last maintains comfort as the foot expands, while Red Wing waterproof leather keeps your feet dry. The VersaTrax outsole offers best-in-class slip, oil/gas and chemical resistance. Dial in a precision fit with the BOA® Fit System, built for all-day performance in any environment.





ABOUT THE 6614

Leather Type	Full Grain, Waterproof and Waxed
Construction	Direct Attach
Insole	Non-woven
Shank	Nylon
Last	601
Outsole	VersaTrax - Black-Gray
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in China
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 6-12, 13, 14, 15, 16 E 26-12, 13, 14, 15 H 8-12, 13, 14
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Waterproof, Red Wing Waterproofing System, HRO Heat Resistant, Core Style, Boa®, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best

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RED WING SHOES®

RED WING STYLE #6674
MEN'S 6-INCH HIKER BOOT



EH ELECTRICAL HAZARD
WATERPROOF
AT ALUMINUM TOE
SR SLIP RESISTANT

This fast and flexible light-duty boot combines the ankle-high comfort of a hiking shoe with the toughness of a work boot. The steel safety toe protects up front while the full-grain, waterproof Red Wing leather upper provides protection everywhere else. Underneath, the rubber/EVA outsole keeps you sure on your feet with best-in-class slip, oil, gas, chemical and heat resistance.





ABOUT THE 6674

Leather Type	Nubuck, Waterproof and Waxed
Construction	Cement
Insole	Texon®
Shank	Steel
Last	221
Outsole	Vibram® Summit TC-4 Plus
Non-Marking	Yes
Defined Heel	Yes
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	B 10-12, 13, 14 D 7-12, 13, 14, 15 E 28-12, 13, 14
Waterproof Method	Red Wing Waterproofing

TECHNOLOGIES

Electrical Hazard, Waterproof, Aluminum Toe, Red Wing Waterproofing System, Red Wing Leather, HRO Heat Resistant, Core Style, Vibram®, Slip Resistant

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RED WING SHOES®

RED WING STYLE #6692
MEN'S 5-INCH HIKER BOOT



EH ELECTRICAL HAZARD AT ALUMINUM TOE

This fast and flexible light-duty boot combines the ankle-high comfort of a hiking shoe with the toughness of a work boot. The steel safety toe protects up front while the full-grain Red Wing leather upper protects everywhere else and enhances ankle support. Underneath, the rubber/EVA outsole keeps you sure on your feet with best-in-class slip, oil, gas, chemical and heat resistance.





ABOUT THE 6692

Leather Type	Full Grain, Waterproof
Construction	Cement
Insole	Non-woven
Shank	Nylon
Last	228
Outsole	Rubber Ranger
Non-Marking	Yes
Defined Heel	Yes
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 8-12, 13 E 26.5-12, 13

TECHNOLOGIES

Electrical Hazard, Aluminum Toe, Core Style

OUTSOLE PROPERTIES

Oil/Gas Resistance	Good
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Better

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RED WING SHOES®

RED WING STYLE #6705
MEN'S SLIP-ON



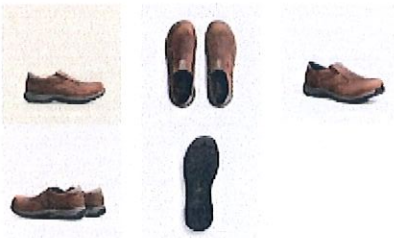
NT NON-METALLIC TOE

SD STATIC DISSIPATIVE

SR SLIP RESISTANT

This lightweight and flexible light-duty slip-on with static-dissipative and non-metallic safety toe protection delivers big on style and comfort. It is broken-in right out of the box to move you smoothly and safely between the office and floor. Underneath, the dual-density BLVD outsole keeps you sure on your feet with best-in-class slip, oil/gas, chemical and heat resistance.





ABOUT THE 6705

Leather Type	Nubuck
Construction	Cement
Insole	Non-woven
Shank	Non-metallic
Last	224
Outsole	Dual Density BLVD - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, SD 35 SRO
Care Products	Foam Cleaner, Leather Protector, Leather Cream
Sizes	D 7-12, 13, 14, 15 E 26.5-12, 13 H 8-12, 13

TECHNOLOGIES

Non-Metallic Toe, Static Dissipative, HRO Heat Resistant, Core Style, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING STYLE #6708
MEN'S OXFORD



NT NON-METALLIC TOE

SD STATIC DISSIPATIVE

SR SLIP RESISTANT

This lightweight and flexible light-duty oxford with static dissipation and non-metallic safety toe protection delivers big on style and comfort. It is broken-in right out of the box to move you smoothly and safely between the office and floor. Underneath, the dual-density BLVD outsole keeps you sure on your feet with best-in-class slip, oil/gas, chemical and heat resistance.













ABOUT THE 6708

Leather Type	Nubuck
Construction	Cement
Insole	Non-woven SD
Shank	Non-metallic
Last	224
Outsole	Dual Density BLVD - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, SD 35 SRO
Care Products	Foam Cleaner, Leather Protector, Leather Cream
Sizes	D 7-12, 13, 14, 15 E 28-12, 13 H 8-12, 13

TECHNOLOGIES

Non-Metallic Toe, Static Dissipative, HRO Heat Resistant, Core Style, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING STYLE #6712
MEN'S OXFORD

NT NON-METALLIC TOE

SD STATIC DISSIPATIVE

SR SLIP RESISTANT

This lightweight and flexible light-duty oxford with static-dissipative and non-metallic safety toe protection delivers big on style and comfort. It is broken-in right out of the box to move you smoothly and safely between the office and floor. Underneath, the dual-density BLVD outsole keeps you sure on your feet with best-in-class slip, oil/gas, chemical and heat resistance.

ABOUT THE 6712

Leather Type	Full Grain
Construction	Cement
Insole	Non-woven SD
Shank	Non-metallic
Last	224
Outsole	Dual Density BLVD - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-18, M/I/C, SD 35, ASTM F3445-21, SR
Care Products	Foam Cleaner, Leather Cream, Leather Protector
Sizes	D 7-12, 13, 14, 15 E 28-12, 13 H 8-12, 13

TECHNOLOGIES

Non-Metallic Toe, Static Dissipative, HRO Heat Resistant, Core Style, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

RED WING SHOES®

IRISH SETTER WORK STYLE #83120
MEN'S OXFORD



EH ELECTRICAL HAZARD

AT ALUMINUM TOE

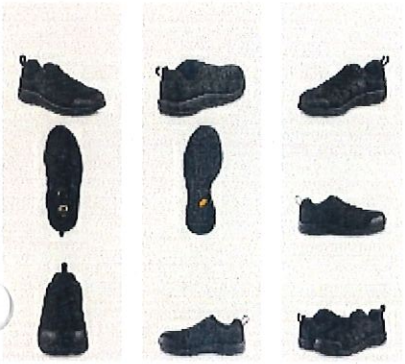
SR SLIP RESISTANT

Go all day in light duty jobs, including delivery, warehousing, light manufacturing, and many others with this Nisswa safety toe oxford work shoe. Made to look like an athletic shoe but deliver the durability you need on the job, this shoe offers the best of both worlds. It is made from a breathable TPU infused nylon mesh that is abrasion resistant and keeps your feet cool while you work. The asymmetrical aluminum safety toe provides added room and comfort that meets ASTM safety standards. The Vibram® outsole uses innovative materials that give you superior traction and excellent abrasion resistance in multiple environments.



ABOUT THE 83120

Construction	Cement
Insole	Non-woven
Shank	None
Last	221
Outsole	Vibram® Beehive - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Sizes	D 6-12, 13, 14, 15 E 27-12, 13, 14
Insulation	Non-Insulated



TECHNOLOGIES

Electrical Hazard, ArmaTec™ , Aluminum Toe, Vibram®, enerG, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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IRISH SETTER WORK STYLE #83242
WOMEN'S OXFORD

EH ELECTRICAL HAZARD

AT ALUMINUM TOE

SR SLIP RESISTANT

When you work in delivery, light manufacturing, warehousing, and other light duty jobs, you need a fast and lightweight work shoe that keeps you safe. That's the Nisswa safety toe oxford. It combines athletic styling with an asymmetrical aluminum safety toe that adds room and comfort and meets ASTM safety standards. Strategically placed high-rebound ENERG material helps fight fatigue with every step. The Vibram® outsole provides exceptional traction and superior abrasion resistance. The Nisswa oxford is also purpose-built for women, creating an incredible fit without sacrificing performance or durability.

ABOUT THE 83242

Construction	Cement
Insole	Non-woven
Shank	None
Last	221
Outsole	Vibram® Beehive - Black
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Sizes	B 5-10, 11 D 6-10
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, ArmaTec™ , Aluminum Toe, Women's Specific Fit, Vibram®, enerG, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best
Heat Resistance	Best

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RED WING SHOES®

IRISH SETTER WORK STYLE #83268
WOMEN'S 6-INCH BOOT



EH ELECTRICAL HAZARD
ST STEEL TOE
WATERPROOF
SR SLIP RESISTANT

The 6-inch Clearwater waterproof leather safety toe boot is simply perfect for light duty work in delivery, warehousing and many other jobs. Its clean, modern design features a special women's fit that is designed for maximum comfort. The steel toe meets ASTM safety standards for reliable protection. The padded collar provides extra ankle support and comfort. A durable all-leather upper defends against the elements. The Vibram® Beehive outsole with rubber outer skin has a unique tread design for superior traction, as well as TC-4 Plus compound to handle all kinds of surfaces. Slip resistance meets the new ASTM standard. UltraDry™ waterproofing ensures dry, long-lasting comfort.





ABOUT THE 83268

Leather Type	Full Grain, Waterproof
Construction	Cement
Insole	Texon®
Shank	None
Last	220
Outsole	Vibram® Beehive - Gum
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	B 5-10, 11 D 6-10
Waterproof Method	UltraDry™ Waterproofing System
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Steel Toe, UltraDry™, Waterproof, Women's Specific Fit, HRO Heat Resistant, Vibram®, enerG, Slip Resistant

OUTSOLE PROPERTIES

Oil/Gas Resistance	Best
Chemical Resistance	Best
Abrasion Resistance	Best

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RED WING SHOES®

IRISH SETTER WORK STYLE #83602
MEN'S 6-INCH BOOT







EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
PR PUNCTURE RESISTANT
WATERPROOF
SR SLIP RESISTANT

The Crosby leather work boot takes everything you love in an outdoor boot and translates it to the job site. It is designed for anyone who needs flexibility in the front of the foot for bending, twisting, and crawling plus stability in the heel. This 6-inch composite safety toe boot is CSA approved and includes puncture-resistant materials. UltraDry™ waterproofing keeps you dry in wet conditions. The memory foam insole provides immediate comfort. The comfortable sole is not only made from long-lasting, heat-resistant material for added protection, but it includes a shank for more stable footing. The diamond-shaped tread delivers excellent traction on any surface.

ABOUT THE 83602

Leather Type	Nubuck, Waterproof, Oiled and Waxed
Construction	Cement to Welt
Insole	Swen-Flex®
Shank	Nylon
Last	157
Outsole	Rubber Diamond Tred - Rust
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	CSA Grade 1, ESR Rated, PR, ASTM F2413-24, I/C, EH PR SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 8-12, 13, 14 E 28-12, 13, 14
Waterproof Method	UltraDry™ Waterproofing System

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, Puncture Resistant, ArmaTec™ , UltraDry™, Waterproof, Swen Flex, HRO Heat Resistant, CuShin™, StableFlex, Core Style, enerG, Nano Toe, Slip Resistant

OUTSOLE PROPERTIES

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RED WING SHOES®

IRISH SETTER WORK STYLE #83606
MEN'S 6-INCH BOOT







EH ELECTRICAL HAZARD

AT ALUMINUM TOE

SR SLIP RESISTANT

Wondering what hard work looks like? Feast your eyes on the Ashby boot, one of the best 6-inch work boots. Its unique blend of versatility, comfort, and durability can withstand rugged job sites, because it comes with everything you need and nothing you don't. The comfortable sole is made from long-lasting, heat-resistant material that keeps you safe and secure in any environment. The upper is leather for a premium look and reliable toughness. And the aluminum safety toe provides additional protection. The minute you put these boots on, you'll understand why so many people choose the Ashby.

ABOUT THE 83606

Leather Type	Full Grain, Oiled
Construction	Goodyear Welt
Insole	Texon®
Last	IS-108H
Outsole	Rubber-EVA Traction Tred
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Foam Cleaner, Leather Protector, All Natural Boot Oil
Sizes	D 7-12, 13, 14 E 27-12, 13

TECHNOLOGIES

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RED WING SHOES®

IRISH SETTER WORK STYLE #83632
MEN'S 6-INCH BOOT







EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

The Wingshooter ST is one of our favorite work boots and when you wear them, you'll see why. We took the original Wingshooter hunting boot and upgraded it to meet all the requirements of a versatile, durable, and comfortable work boot. The non-metallic safety toe keeps your feet protected and the comfortable sole is a long lasting, heat resistant material that keeps you safe and secure in any environment. The UltraDry™ waterproof membrane keeps you dry in wet conditions. We call the Wingshooter ST boot our "work horse" because it delivers the protection, traction, and comfort you gotta have all day.

ABOUT THE 83632

Leather Type	Full Grain, Waterproof
Construction	Goodyear Leather Welt
Last	157
Outsole	Rubber-EVA Traction Tred
Non-Marking	Yes
Defined Heel	No
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 6-12, 13, 14, 15 E 27-12, 13, 14
Waterproof Method	UltraDry™ Waterproofing System

TECHNOLOGIES

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RED WING SHOES®

IRISH SETTER WORK STYLE #83672
MEN'S 6-INCH BOOT







EH ELECTRICAL HAZARD
WATERPROOF
AT ALUMINUM TOE
SR SLIP RESISTANT

The Hopkins waterproof work boot is a direct-attach constructed safety toe boot which makes them more flexible, waterproof, and Light weight. The full grain leather wraps around the UltraDry™ waterproof membrane to keep you dry in wet conditions. The comfortable sole is a long lasting, heat resistant material that keeps you safe and secure in any environment and it also includes a comfortable steel shank which provides more stable footing and helps support your feet and calves. This boot is packed with everything you need and nothing you don't.

ABOUT THE 83672

Leather Type	Full Grain, Waterproof and Waxed
Construction	Direct Attach
Shank	Steel
Last	694
Outsole	Stars and Stripes - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Mink Oil
Sizes	D 7-12, 13, 14 E 28-12, 13
Waterproof Method	UltraDry™ Waterproofing System
Insulation	Non-Insulated

TECHNOLOGIES

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RED WING SHOES®

IRISH SETTER WORK STYLE #83686
MEN'S 6-INCH BOOT







EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

The Edgerton 6-inch work boot comes fully equipped with advanced technologies that make your workday easier, whether you're in construction, manufacturing, farming, or ranching. Like a non-metallic safety toe that meets ASTM safety standards. UltraDry™ waterproofing for all-day comfort and protection from the elements. And a Vibram® Edge rubber outsole with TC-4 Plus compound for rugged durability. Not to mention the CuShin™ comfort tongue that helps reduce pressure on your shin from the top of the boot tongue, and high-rebound ENERG material in the sole that bounces back with every step to fight fatigue.

ABOUT THE 83686

Leather Type	Full Grain, Waterproof
Construction	Direct Attach to Welt
Insole	Texon®
Shank	TPU
Last	702-4
Outsole	Vibram® Edge - Black
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Cambodia
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 6-12, 13, 14, 15 E 27-12, 13, 14
Waterproof Method	UltraDry™ Waterproofing System
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, UltraDry™, Waterproof, HRO Heat Resistant, CuShin™, Vibram®, enerG, Slip Resistant

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RED WING SHOES®

IRISH SETTER WORK STYLE #83852
MEN'S 9-INCH BOOT







EH ELECTRICAL HAZARD
ST STEEL TOE
WATERPROOF
SR SLIP RESISTANT

The Marshall lace-up steel toe boot delivers the protection and safety to get the job done with the added comfort and style so you look good doing it. The sole is a Goodyear Welt which adds strength and durability to the boot and it also includes a comfortable steel shank which provides more stable footing and helps support your feet and calves. The sole is built with a special composite material that reduces the weight of the boot and adds all-day comfort. The Marshall has everything you need with a square toe.

ABOUT THE 83852

Leather Type	Full Grain, Waterproof and Oiled
Construction	Welt
Insole	Bontex®
Shank	Steel
Last	IS-435
Outsole	Rubber-RPM Roper - Black-Brick
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Boot Oil, Waterproof Cleaner, Leather Protector
Sizes	D 8-12, 13, 14 E 28-12, 13
Waterproof Method	UltraDry™ Waterproofing System

TECHNOLOGIES

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IRISH SETTER WORK STYLE #83906
MEN'S 11-INCH PULL-ON

EH ELECTRICAL HAZARD
ST STEEL TOE
WATERPROOF
SR SLIP RESISTANT

The Two Harbors 11-inch leather safety toe pull-on work boot is designed for people who need flexibility in the front of the foot for bending, twisting, and crawling as well as stability in the heel. This full-grain leather boot includes a steel toe that meets ASTM standards and UltraDry™ waterproofing to keep your feet dry when conditions are wet. The comfortable Vibram® outsole provides superior traction and high abrasion resistance. The midsole features a built-in shank that provides underfoot support while ensuring more stability. The pull-on style makes the boot very easy to put on and take off.

ABOUT THE 83906

Leather Type	Nubuck, Waterproof
Construction	Cement to Welt
Shank	Non-metallic
Last	229
Outsole	Vibram® Rubber-PU XClaim TC-4 Plus - Brown
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 8-12, 13, 14 E 28-12, 13
Waterproof Method	UltraDry™ Waterproofing System

TECHNOLOGIES

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IRISH SETTER WORK STYLE #83912
MEN'S 11-INCH PULL-ON BOOT

EH ELECTRICAL HAZARD
ST STEEL TOE
WATERPROOF
SR SLIP RESISTANT

The Marshall 11-inch waterproof leather safety toe pull-on boot delivers the protection and safety you need to get the job done and look good doing it. This square toe boot combines the look of a Western boot with a steel toe that meets ASTM standards for outstanding protection. The rubber sole is strong and durable, and the midsole is made from a special composite material that reduces weight and delivers exceptional all-day comfort. A steel shank in the midsole ensures extra support and stability. UltraDry™ waterproofing helps keep your feet dry in wet weather.

ABOUT THE 83912

Leather Type	Full Grain, Oiled and Waxed
Construction	Goodyear Welt
Shank	Steel
Last	IS-435
Outsole	Rubber-RPM Roper - Tan-Brown
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	All Natural Leather Conditioner, Foam Cleaner, Leather Protector
Sizes	D 8-12, 13, 14, 15, 16 E 28-12, 13, 14
Waterproof Method	UltraDry™ Waterproofing System

TECHNOLOGIES

Electrical Hazard, Steel Toe, UltraDry™, Waterproof, HRO Heat Resistant, RPM, Core Style, Slip Resistant

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IRISH SETTER WORK STYLE #83992
MEN'S 11-INCH PULL-ON BOOT

EH ELECTRICAL HAZARD
NT NON-METALLIC TOE
WATERPROOF
SR SLIP RESISTANT

The 11-inch Two Harbors waterproof leather safety toe pull-on boot is fully equipped to handle heavy duty outdoor work. The non-metallic nano toe provides ample protection with a lightweight design shaped for more toe room. Full-grain leather ensures high durability. The TPU heel cup makes the boot easier to pull on and off. Together, the stable heel and flexible forefoot keep you steady and ready for action. Inside, military-grade lining wicks away moisture. UltraDry™ waterproofing keeps your feet dry in wet conditions. The tread pattern delivers ideal traction, and the boot's slip resistance meets the new ASTM standard. Square toe Western styling offers a comfortable fit.

ABOUT THE 83992

Leather Type	Full Grain, Waterproof
Construction	Cement to Welt
Insole	Bontex®
Shank	Nylon
Last	232D
Outsole	Rubber Square Diamond Tred - Black-Gray
Non-Marking	Yes
Defined Heel	Yes-90 Degrees
Country of Origin	Made in Vietnam
Safety Rating	ASTM F2413-24, I/C, EH SR
Care Products	Waterproof Cleaner, Leather Protector, Leather Cream
Sizes	D 8-12, 13, 14 E 28-12, 13
Waterproof Method	UltraDry™ Waterproofing System
Insulation	Non-Insulated

TECHNOLOGIES

Electrical Hazard, Non-Metallic Toe, UltraDry™, Waterproof, HRO

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Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.c.
Department: Parks
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, an Agreement with Thomas and Hutton for design services for the Lee Victory Recreation Park Softball Concession and Restroom Improvements.

Fiscal Impact:
The cost of the design work is $27,000.

Contract Type:
Professional Services Contract

Contract Term (if applicable):

Background:
Given that the building is over 40 years old, it requires updates to meet current ADA requirements. The building serves the Smyrna Girls Softball League, so staff will coordinate with them to understand their needs throughout the renovation process. The design work has been included in the 2025-2026 Parks Department Capital Improvement Budget.

Summary:
Staff has prepared a design proposal to renovate the softball concession and restroom building at Lee Victory Park. The scope of work includes replacing plumbing fixtures, improving electrical systems and lighting, upgrading building codes, replacing HVAC systems, and enhancing the building's exterior. There is also the possibility of adding a building extension and enclosing the covered patio area if needed.

Recommended Council Action:
Staff recommends approval of the Design Agreement with Thomas and Hutton.

Attachments:
1. Letter of Agreement for Services
2. Concession Images
3. Concession Aerial

July 21, 2025

Mr. Mike Moss
Director, Parks and Recreation
315 South Lowry Street
Smyrna, TN 37167

Re: Lee Victory Park Concessions Renovation
Letter Agreement for Services

Dear Mr. Moss:

Thank you for requesting our consulting services on the Lee Victory Park Concession Renovation & Addition to include improvements within the exiting concessions building including replacement of plumbing fixtures, electrical and lighting improvements, building code upgrade, HVAC replacement, and remodeling of the building exterior including possible building addition and enclosure of the existing covered patio area.

Our services will consist of the Design Phase as set forth in the General Provisions and supplemental exhibits attached hereto, and such additional services as you may request during the course of the Project. We understand that you will furnish Thomas & Hutton with full information as to your requirements, including any special or extraordinary considerations for the Project and will make all pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

Phase	**Fee Structure**	**Fee or Time & Expense Budget**
Design Phase:	Lump Sum	$ 27,000.00
Total		$ 27,000.00
Additional Services:	Time & Expense – See "Consulting Services Rate Sheet"	

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through completion.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable Construction Cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

_____ **CLIENT'S INITIALS**

_____ **CONSULTANT'S INITIALS**

This proposal between Town of Smyrna ("Client"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services Rate Sheet, and this Letter Agreement with authorizing signatures, represents the entire understanding between Client and Thomas & Hutton with respect to the Project. This Letter Agreement may only be modified if completed in writing and signed by both parties.

Thomas & Hutton will begin work on this Project upon receipt of an executed copy of this Letter Agreement.

If the arrangements set forth in this Letter Agreement are acceptable to you, ***please sign and initial the enclosed documents in the spaces provided below and return to Thomas & Hutton***. This proposal will be open for acceptance until August 31, 2025, unless changed by Thomas & Hutton in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the Project.

The parties agree and acknowledge that this Agreement may be executed by electronic signature, and the parties may rely upon such electronic signatures as an original record of signature.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

By Ryan Chamblee
Ryan Chamblee, PE
(Project Manager)

____/____

Enclosures: Scope of Services
General Provisions
Consulting Services Rate Sheet

ACCEPTED: _____, 20____

By_____

_____
TITLE

_____ **CLIENT'S INITIALS**

RC
_____ **CONSULTANT'S INITIALS**

SCOPE OF SERVICES

Our services will consist of the Design Phase as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project.

The Smyrna Parks and Recreation Department wishes to renovate and consider an addition to the existing Lee Victory Park concessions building. The scope of services is as follows, including Architectural subconsultant services.

1. SCOPE OF SERVICES

A. Design Phase

1. Engineering Design Phase

It is our understanding our design services for the subject project will consist of the following improvements to the existing concessions building:

- New roof
- New HVAC
- Replace plumbing fixtures in restrooms
- Reconfigure stalls and water closets to allow the addition of ADA accessible stalls to bathrooms
- Add a grease trap
- ~300 – 500 s.f. building addition for storage
- Possibly enclose existing covered patio area
- Rework/add electrical outlets to replace suspended cords in concessions
- Light fixture replacement
- Exterior building improvements

Project will be required to be approved by the Town of Smyrna Building Codes, following the 2018 International Building Codes

It is our understanding design services through Construction Documents only are to be provided. Design shall include Architectural Design, Structural Design, Mechanical, Plumbing and Electrical Design (MEP) and concrete sidewalk design as required for building access.

Deliverables shall include:

- Construction Drawings and project specifications
- Engineer's Estimate of Probable Construction Cost.
- Submittal to Building Codes Department
- Attend Planning Commission meeting as required

B. Exclusions

Unless a specific scope is included in this Agreement, these items are **not** included in the Scope of Services:

- Topographic or Boundary Survey
- Sprinkler or fire system design
- Geotechnical testing
- Landscape architecture
- Bidding Services
- Construction Administration and Construction Observation
- Accessibility construction compliance verification
- Archaeological survey and report, unless specific scope is included in the Agreement
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report, unless specific scope is included in the Agreement
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Interior Courtyard Design
- Off–site work unless specifically covered in the Scope of Services
- Approvals or permits other than those related to the Scope of Services covered by this Agreement
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by Client in writing.

2. PERIODS OF SERVICE

A. Design Phase

After the Survey Phase required for design is complete, the Consultant will commence work within seven (7) calendar days and complete work described in this phase within ninety (90) calendar days.

PAYMENT FOR SERVICES

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty–five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

CLIENT'S RESPONSIBILITIES

A. Access

CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. CLIENT's Representative

CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service remain the property of CONSULTANT. CONSULTANT retains all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will retain these records for a period of two (2) years following their completion during which period paper copies will be made available to CLIENT at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard–copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard–copy construction documents will govern.

In addition, CLIENT agrees that the CLIENT will not share or distribute any electronic files provided by the CONSULTANT to other parties without the express written consent of the CONSULTANT. Furthermore, following authorization by the CONSULTANT, CLIENT agrees any party requesting said electronic files must sign a waiver/release provided by the CONSULTANT which will require the recipient to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files provided by the CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and

local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CONSULTANT, therefore, will use reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. CONSULTANT, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issuance of permits that require CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of CLIENT, CONSULTANT will evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT will be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT will not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. CLIENT will be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications. These opinions represent CONSULTANT's best judgment as a design professional familiar with the construction industry.

However, CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CONSULTANT.

BETTERMENT

If, due to CONSULTANT's negligence, a required item or component of the Project is omitted from CONSULTANT's construction documents, CONSULTANT will not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, CONSULTANT shall notify CLIENT of the nature and impact of such conflict. CLIENT agrees to cooperate and work with CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) CLIENT has elected to engage in value engineering of the Project, CLIENT has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. CLIENT has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role will be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the Project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT will have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub–consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert–witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed $27,000.00, under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

VENUE

The parties agree that venue for any legal or other dispute arising under the terms of this Agreement shall lie exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial.

CHOICE OF LAW

The Agreement shall be deemed to be entered into under Tennessee law, and the rights and obligation of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles, and all obligations of the parties are performable in Smyrna, Tennessee.

NON-APPROPRIATION

CLIENT acknowledges that the CLIENT (Town of Smyrna) is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event the Town fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to the Town, and such termination shall not be a breach of the Agreement. The foregoing notwithstanding, the CLIENT (Town of Smyrna) is responsible for payment of all services rendered and work performed by CONSULTANT up to the date of Agreement termination, including, but not limited to, previously unpaid amounts due the CONSULTANT.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub–contractor, or any of the contractor(s)', or sub–contractor(s)' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, CONSULTANT's work and responsibility *under this Agreement terminates* at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. CLIENT/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold**.

INDEMNIFICATION

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private or public entities and, therefore, prohibits an agreement by the CLIENT to indemnify a third party. Notwithstanding any other provision of this Agreement, any indemnity or hold harmless provision contained in this Agreement, along with any provision that is contained in any of the CONSULTANT's agreements with subconsultants requiring the CLIENT (Town of Smyrna) to indemnify or hold harmless the subconsultant, vendor, or any other person or entity in favor of subconsultant or vendor, shall be deemed null, void and unenforceable against the CLIENT (Town of Smyrna) under any and all circumstances.

Neither CLIENT nor CONSULTANT will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

INSURANCE

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

(1) **Workers' Compensation – As per Statutory requirements.**

(2) **Employer's Liability – $1,000,000 per occurrence and $2,000,000 in aggregate.**

(3) **Commercial General Liability – $1,000,000 per occurrence and $2,000,000 in aggregate.**

(4) **Automobile Liability – $1,000,000 per occurrence and $2,000,000 in aggregate.**

(5) **Professional Liability – $1,000,000 per claim and $2,000,000 in aggregate.**

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties, provided however, that CONSULTANT shall first provide CLIENT with written notice of any intent to file suit by certified mail by a date that is not less than thirty days prior to the filing of the complaint. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT and the costs of mediation shall be divided and paid equally between the parties. The parties hereby further agree that, except as provided for in this Agreement, the parties shall not be required to participate in any alternative dispute resolution process or procedure, including but not limited to arbitration and med-arb, relating to disputes that arise between the parties to the Agreement.

BOYCOTT OF ISRAEL

The CONSULTANT certifies that it is not currently engaged in, and covenants that it will not, for the duration of this Agreement, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

OPEN RECORDS REQUESTS

Notwithstanding any other provision of this Agreement, CONSULTANT agrees that the CLIENT (Town of Smyrna), as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure and reproduction, without regard to any provision contained in this Agreement declaring information confidential. The CLIENT will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to CONSULTANT or provide CONSULTANT with notice or the time to obtain a protective order. The CLIENT (Town of Smyrna) does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. Both parties agree that this section shall serve to meet such burden and authorization of disclosure and reproduction.

JOBSITE SAFETY

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

DELAYS

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANTS's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIMATE CHANGE

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT

CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or CONSULTANT's services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

CLIENT agrees to allow CONSULTANT to place a sign on the project site during construction. The sign will include general information relative to CONSULTANT. CONSULTANT will be responsible for the sign installation and removal.

USE OF CLIENT's (TOWN's) LOGO OR NAME

CONSULTANT shall not use the CLIENT's (Town's) name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from the CLIENT. CONSULTANT shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of the CLIENT.

AMENDMENT

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.

_____ **CLIENT'S INITIALS**



_____ **CONSULTANT'S INITIALS**

CLIENT'S INITIALS

CONSULTANT'S INITIALS

THOMAS & HUTTON

2025 CONSULTING SERVICES RATE SHEET

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non–salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

   The current hourly rate charges for each skill position for 2025 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
$ 320.00	Consultant	Consultant	Consultant	Consultant	Consultant	
$ 290.00	Senior Manager	Senior Manager Survey Party (3–Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
$ 265.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
$ 240.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
$ 230.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
$ 215.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2–Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
$ 200.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I Field Representative V	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
$ 180.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative IV	Application Developer IV
$ 170.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative III	Application Developer III Permit Coordinator III
$ 160.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1–Man)	Landscape Designer II	GIS Analyst II	Field Representative II	Application Developer II Permit Coordinator II, Admin IV
$ 145.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I		Application Developer I Permit Coordinator I
$ 125.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III		
$ 115.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II	Field Representative I	Admin III
$ 110.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		
$ 105.00						Admin II
$ 100.00						Admin I
$ 485.00	Expert Witness					

3. When warranted, overtime will be charged for any non–salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non–salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31st, 2025, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

WWW.THOMASANDHUTTON.COM

Revised January 2, 2025

_____ CLIENT'S INITIALS

_____ CONSULTANT'S INITIALS

Lee Victory Recreation Park Concession Stand







Lee Victory Recreation Park Concession Stand








Sam Ridley Pkwy
Lee Victory Recreation Park
Park with lit athletics facilities
PROPOSED PROJECT WORK AREA

Town of Smyrna
Town Council Meeting

Agenda Summary

Agenda Item Number 6.d.
Department: Information Systems
Date: August 12, 2025

Subject:
Approval of the terms of and authorization for the Mayor to execute, an agreement with threatER to renew the Town's edge security hardware and software support for the next year.

Fiscal Impact:
$25,500 budgeted in the department's operating budget

Contract Type:
Original Contract

Contract Term (if applicable):
1 year annual renewal

Background:
Cyber threats are increasing on a daily basis. The Town utilizes multiple layers of protection to guard our data and systems. This agreement will allow the department to keep a strategic part of our perimeter security in place.

Summary:
threatER provides a hardware and software solution that inspects all incoming and outgoing internet traffic. Our Cyber Insurance carrier covers the cost of 1 Enforce subscription and the Town pays for the remaining subscriptions.

Recommended Council Action:
Staff recommend that Town Council approve this request and provide the Mayor with the authority to sign this agreement.

Attachments:
1. threatER 2025 Renewal Quote
2. Terms of Service
3. Standard Addendum

Company Name:	Town Of Smyrna	Order Number:	Q-02237
Quote To Name:	Carl Wilson		
Bill To Email:	carl.wilson@townofsmyrna.org	Prepared by:	Julia Fishman
		Issued Date:	7/10/2025
		Expiration Date:	8/9/2025
Bill To:	Town Of Smyrna 315 South Lowry Street Smyrna, TN 37167 United States	Billing Type:	Upfront
		Subscription Term:	1 Year
Ship To:	Town Of Smyrna 315 South Lowry Street Smyrna, TN 37167 United States		
Phone (Shipping Contact):	(615) 355-5700		

Subscription

Quantity	Product	Product Description	Sales Price	Discount %	Total Price
2.00	SUB-ENFORCE-1G	Enforce Subscription - up to 1Gbps	$9,000.00	12.00	$18,000.00
3.00	SUB-MKT-PP	Proofpoint Cyber Intelligence Subscription	$2,500.00	12.00	$7,500.00

Subscription SUBTOTAL:	$25,500.00
Subscription DISCOUNT:	$3,060.00
Subscription TOTAL:	$22,440.00

SUBTOTAL:	$25,500.00
TOTAL:	$22,440.00

Seller Comments:

Terms and Conditions

This Order is executed pursuant to and governed by the Master Service Agreement by and between Threater, Inc. and Customer, if any. If no such Master Service Agreement has been entered into by Threater and Customer, this Order is governed by the Terms of Service, which are affirmatively agreed to by Customer by signature below.
All dollar amounts stated herein refer to and are payable solely in United States Dollars.
Pricing is valid for 30 days from submission date unless otherwise specified herein.
Pricing is subject to change if quantities or products are modified.
Any monthly billing requires enrollment in automatic monthly payments.
Unless explicitly stated, this order does not include taxes, VAT, or customs fees which, if applicable, will be added to the invoice or charged at a later time.
Customer assumes ownership of hardware upon delivery.

Shipping charges are the responsibility of Customer.
If applicable, international shipping/handling and taxes to be billed at actual rate and forwarded under separate cover.

Order requirements:
Order is effective and enforceable upon Threater receipt and acceptance of electronic signed Order. If Customer also desires to submit its own form purchase order, Customer may submit such purchase order to accounting@threater.com. Such purchase order is not required to make this Order effective.

Payment terms:
Standard payment terms are Net 30 from date of invoice unless otherwise specified. Acceptable forms of payment are ACH, wire transfer, check or credit card. Contact accounting@threater.com for payment details.

All quote terms and conditions supersede any previous documentation unless otherwise specified. Agreed on behalf of Customer identified above.

Signature:

Name:

Title:

Date:

Billing Email:

threatER

DATE PUBLISHED: MARCH 25TH, 2024

threatER Terms of Service

VIEW PARTNER AGREEMENT >

threatER, Inc. Terms of Service Agreement

IIMPORTANT: UNLESS OTHERWISE AGREED IN WRITING SIGNED BY BOTH PARTIES, THIS TERMS OF SERVICE AGREEMENT (THE "AGREEMENT") GOVERNS ALL USE BY YOU AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "CUSTOMER") OF THE SOFTWARE (THE "SOFTWARE") PROVIDED BY THREATER, INC. ("THREATER") AS A SERVICE TO CUSTOMER.

Threater IS WILLING TO PROVIDE THE SERVICES TO CUSTOMER ONLY UPON THE TERMS CONTAINED IN THIS AGREEMENT. BY REQUESTING AN EVALUATION OF THE SERVICES, SUBMITTING AN ORDER FOR THE SERVICES, OR BY USING ANY PART OF THE SERVICES, CUSTOMER IS BINDING ITSELF TO ALL TERMS OF THIS AGREEMENT.

Definitions

a. "Aggregated Statistics" means data and information related to Customer's use of the Service that is used by Threater in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service.

b. "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Service under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Service has been purchased hereunder.

c. "Threater IP" means the Service, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Threater IP includes Aggregated Statistics and any information, data, or other content derived from Threater's monitoring of Customer's access to or use of the Service, but does not include Customer Data.

d. "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

e. "Documentation" means written information contained in user or technical manuals, training materials, and specifications specifically pertaining to the Software and made available by Threater for use with the Software or the Equipment in any manner

f. "Equipment" means hardware purchased by Customer for use with Software, as described in any Order.

g. "Order" means Customer's purchase order for Services accepted by Threater.

h. "Services" means the software-as-a-service offering of Software to Customer, as provided in connection with Equipment.

i. “Software” means Threater’s proprietary software as described in any Order, and shall include computer programs, including firmware, as provided to Customer by Threater and any upgrades, updates, bug fixes or modified versions thereto (collectively, “Upgrades”) or backup copies of the Software licensed or provided to Customer by Threater.

j. “Support Services” are defined in Exhibit A.

k. “Term” is defined in Section 10 hereof.

Access and Use

a. **License**. Subject to and conditioned upon compliance with the terms and conditions of this Agreement, Threater grants to Customer during the Term a nonexclusive and nontransferable license to use the Software and the Documentation for which Customer has paid any and all required license fees, as further described in any applicable Order. Customer’s license to use the Software shall be limited to, and Customer shall not use the Software except in connection with, the Equipment and for Customer’s internal business purposes only. Customer has no license or right use any additional copies of Software or Upgrades unless Customer, at the time of Acquiring such Software or Upgrade, has paid all applicable fees as described in the applicable Order for such Software or Upgrades. Unless otherwise agreed in writing by the Parties, title to Equipment delivered to Customer pursuant to this Agreement will pass to Customer upon delivery to carrier.

b. **Use Restrictions.** Customer shall not use the Services for any purposes other than as described herein. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. **Reservation of Rights.** Threater reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Threater IP.

d. **Suspension**. Notwithstanding anything to the contrary in this Agreement, Threater may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Services if: (i) Threater reasonably determines that (A) there is a threat or attack on any of the Threater IP; (B) Customer’s or any Authorized User’s use of the Threater IP disrupts or poses a security risk to the Threater IP or to any other customer or vendor of Threater; (C) Customer, or any Authorized User, is using the Threater IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Threater’s provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Threater has suspended or terminated Threater’s access to or use of any third-party services or Equipment required to enable Customer to access the Services; or (iii) in accordance with Section 4(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a “Service Suspension”). Threater shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Threater shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Threater will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

e. **Aggregated Statistics** Notwithstanding anything to the contrary in this Agreement, Threater may monitor Customer’s use of the Services and collect and compile Aggregated Statistics. As between Threater and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Threater. Customer acknowledges that Threater may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Threater may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer’s Confidential Information.

Customer Responsibilities

Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

Fees and Payment

a. **Fees.** Customer shall pay Threater the fees ("Fees") as set forth in each Order without offset or deduction. Fees are noncancelable and nonrefundable, except as expressly set forth herein. Customer shall make all payments hereunder within thirty (30) days of the date of invoice. If Customer fails to make any payment when due, without limiting Threater's other rights and remedies: (i) Threater may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Threater for all costs incurred by Threater in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for sixty (60) days or more, Threater may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

b. **Taxes**. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Threater's income.

Confidential Information

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, Equipment, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

Intellectual Property Ownership

a. **Threater IP.** Customer acknowledges that, as between Customer and Threater, Threater owns all right, title, and interest, including all intellectual property rights, in and to the Threater IP.

b. **Customer Data.** Threater acknowledges that, as between Threater and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Threater a non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Threater to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

c. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Threater by mail, email, telephone, or otherwise, suggesting or recommending changes to the Threater IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Threater is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

Limited Warranty and Warranty Disclaimer

a. Threater warrants, during the Term, that the Software will operate in accordance with the Documentation in all material respects. Threater does not warrant Equipment, but will pass through to Customer, if and as permissible, any manufacturer's warranty applicable to Equipment. Threater's sole obligation and Customer's sole remedy for any breach of the foregoing warranties shall be the repair or replacement of Software so that the Software operates in accordance with the foregoing warranty. If Customer has purchased Support Services, Threater will provide RMA services with respect to Equipment as described in Exhibit A.

b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7(a), SOFTWARE AND EQUIPMENT IS PROVIDED "AS IS" AND Threater HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. Threater SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7(a), Threater MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, EQUIPMENT, OR ANY EQUIPMENT OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

c. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Equipment, the Software or any other Equipment or service delivered by Threater. Customer acknowledges and agrees that Threater has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

Indemnification

a. **Threater Indemnification.**

1. Threater shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Threater in writing of the claim, cooperates with Threater, and allows Threater sole authority to control the defense and settlement of such claim.

2. If such a claim is made or appears possible, Customer agrees to permit Threater, at Threater's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Threater determines that neither alternative is reasonably available, Threater may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

3. This Section 8(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Threater or authorized by Threater in writing; (B) modifications to the Services not made by Threater; or (C) Customer Data.

b. **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at Threater's option, defend Threater from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Threater or authorized by Threater in writing; or (iv) modifications to the Services not made by Threater, provided that Customer may not settle any Third-Party Claim against Threater unless Threater consents to such settlement, and further provided that Threater will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

c. **Sole Remedy.** THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Limitations of Liability

IN NO EVENT WILL Threater BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, EQUIPMENTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER Threater WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL Threater'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO Threater UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Term and Termination

a. **Term.** This Agreement shall continue until terminated in accordance with this Section 10, or until termination is mutually agreed in writing. Each Order hereunder will have such term as is defined therein. At the end of such initial term, such Order will automatically renew for additional one-year periods unless earlier terminated pursuant to the provisions hereof, or unless either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term of such Order.

b. **Termination.** In addition to any other express termination right set forth in this Agreement:
1. Threater may terminate this Agreement or any Order hereunder without penalty or liability (A) immediately upon written notice to Customer if breaches any of its obligations under Section 2(b) or Section 5; (B) effective upon 30 days' written notice of Customer's breach of any other term of this Agreement, including payment obligations, and such breach remains uncured by the end of such 30 day notice period; or (C) immediately upon written notice if continuing to perform under this Agreement could, in Threater's sole discretion, result in Threater's non-compliance with any applicable law, rule or regulation.
2. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or
3. either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Threater IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Threater IP and certify in writing to the Threater that the Threater IP has been deleted or

destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

d. **Survival.** Sections 1, 5, 6, 7, 8, 9, 10, and 11 survive any termination or expiration of this Agreement.

Miscellaneous

a. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

b. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth in the Order. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

c. **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

d. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

f. **Governing Law; Submission to Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to or application of choice of law rules or principles. Any controversy or claim arising under or related to this Agreement shall be settled by arbitration in the Commonwealth of Virginia, United States of America in accordance with the arbitration rules of the American Arbitration Association before a single arbitrator and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Threater and Customer shall each select an arbitrator, and those two selected arbitrators will select the single arbitrator to hear the controversy or claim.

g. **Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Threater, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

h. **Export Regulation.** Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

i. **US Government Rights.** US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

j. **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Customer, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

Exhibit A Support Services

This Support Services Document sets forth the terms and conditions under which Threater will provide technical support services ("Support Services") for the Software and Equipment sold and/or licensed pursuant to the Agreement between Threater and Customer. Threater reserves the right not to support Equipment which were not purchased via an authorized Threater distributor or reseller. Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

Support Plans
With respect to and to the extent purchased under any applicable Order, Threater will provide telephone support with response times as follows:

Support Offerings	**PREMIUM**	**STANDARD**
Business Hours Availability	Mon – Fri, 8am to 5pm CT (excluding holidays)	
After Hours Availability	Yes – 24x7x365	No
Call Response Times		
Severity 1 – Critical Equipment is down, critically affects Customer Equipmention environment. No workaround available yet.	≤ 1 hour	≤ 1 Business hour
Severity 2 – High Equipment is impaired, Customer Equipmention up, but impacted. No workaround available yet.	≤ 2 hours	≤ 2 Business hours
Severity 3 – Medium A Equipment function has failed, Customer Equipmention not affected. Support is aware of the issue and a workaround is available.	≤ 4 Business hours	≤ 4 Business hours

Severity 4 – Low Non-critical issue. Does not impact Customer business. Feature, information, documentation, how-to and enhancement requests from Customer.	≤ 8 Business hours	≤ 8 Business hours
Contact Support:	**Website: helpdesk.threater.com** **Toll Free US: +1.855.765.4925 ext. 2**	

You must register Equipment for which you have purchased support at https://helpdesk.Threater.com, or any successor site thereto, as specified by Threater ("Support Website") to access the features and benefits available to such Equipment. In connection with Customer's purchase of a Support Plan described above, Threater shall provide the services as set forth in the table entitled "Support Plans and Services Offered" above, including:

- Remote Technical Support
  - Telephone support available during the times specified for the Support Plan.
  - Support cases created via the web will have a response time based on the severity classification as set forth in the table entitled "Support Plans and Services Offered" above.
- Secure Web Access
  - Access to the Support Website to acquire the latest software versions, fixes, feature releases, software release notes, signature updates, FAQs, case management and technical documentation.
  - Threater will use commercially reasonable efforts to ensure that the Support Website) is available 24×7. Threater reserves the right to modify the Support Plans offered so long as such modification does not result in degradation of service. Please refer to the Support Website for the most current support plan descriptions.

Additional Support

In addition to the telephone support described above and conditional upon payment of applicable fees, Threater will:

- Maintain and support the list of releases defined as the currently-supported releases on the Support Website. Unless otherwise stated on the Support Website, "currently supported" as used herein means the current version and any other version released less than nine (9) months prior to the date of support request.
- Make available all publicly-released versions and updates of the Software.
- Verify defects in the Software identified and submitted by customers.
- Correct material defects in the Software for the currently-supported version of the Software.
- Provide access to Threater online support through the Support Website including, but not limited to, knowledge base/FAQ, case management and software downloads.
- Provide technical telephone support during Business Hours.
- Provide a return and repair service for Equipment defects.

RMA Policy and Process

- **Customer Support**
  In the event Equipment exhibits signs of problems or failure, Customer must contact Threater Customer Support by phone at 1-855-765-4925 or via email at support@Threater.com. The Threater Customer Support Agent will assist Customer to troubleshoot and verify that an RMA is required, and the warranty status of the Equipment. If the Support Agent cannot correct the problem by remote support methods and determine that the problem is the result of Equipment failure under manufacturer's warranty, the Customer Support Agent will send Customer the RMA form that must be completed and submitted to Threater Support via email at support@Threater.com.
- **RMA Form**
  If the RMA Form is received by 4:00 p.m. Central Time, Threater will process the RMA form the same business day; otherwise, it will be processed by the next business day. If the RMA forms is accepted and Equipment is under manufacturer's warranty, Customer will receive an email with the RMA form and guidelines on how to return the Equipment. The RMA form will contain the following information:
  - Company Name
  - Shipping Address
  - Contact Name
  - Contact Phone Number

    - Contact Email Address
    - Problem Description
    - Equipment Model Number
    - Equipment Serial Number
    - RMA Number
    - Ship Date
- Replacement Equipment will be shipped no later than the next business day after acceptance of RMA and confirmation of manufacturer's warranty. Threater will notify Customer via email upon shipment of the replacement Equipment, including a tracking number for the package. The RMA items must be received from Customer within thirty (30) calendar days of the RMA Date, and proper packaging must be used at all times when returning Equipment to Threater:
- A return shipping label provided by Threater for use in returning the RMA item(s) shall be used for the return package; the original Equipment packaging or reasonable equivalent shall be used such that it shall withstand the rigors of shipping to Threater's designated support facility; the RMA form, including the RMA number, must be included in the return package; the outside of the package must be marked prominently with the term "RMA".
- Threater will pay shipping costs incurred to return the failed device to Threater, with the exception of duties and taxes, where applicable. Threater will pay all shipping costs to ship replacement Equipment to Customer, except for duties or taxes required to clear customs.
- In the case of European Union RMAs: All failed Equipment must be returned to Threater according to the return instructions that are included with the RMA Form. These return instructions will help you comply with the WEEE (Waste Electrical and Electronic Equipment) directive. If you have any questions regarding the return of a device, please contact support@Threater.com.
- **RMA Closing**
  If Threater does not receive the RMA requested items with an open, valid RMA form and RMA number included inside the package within thirty (30) calendar days of the RMA date, the RMA will be closed, and Customer will be billed for the replacement Equipment. Only the specific items listed on the RMA will be accepted. All other items will be returned to Customer at Customer's expense.

Customer Obligations

During the term of this agreement, you must:

- Operate at the then-current release of the Software; and
- Use reasonable efforts to isolate and collect all error and log files to enable Threater to fulfill its obligations herein.

Limitations

The following services are expressly excluded from the Support Plans:

- Repair or replacement of Equipment required as a result of causes other than normal use, including without limitation:
    - repair, maintenance or modification of the Equipment by persons other than Threater-authorized personnel;
    - accident or negligence of your fault;
    - user error or misuse of the Equipment; or
    - causes external to the Equipment such as, but not limited to, failure of electrical systems or fire or water damage or hardware failure, operation system software failure or any other damage and failure not caused by Threater.
- Maintenance or technical services for any third-party software or hardware, where such third-party software or hardware was not provided by Threater.
- Replacement of Equipment, including hardware components, as a result of new hardware requirements resulting from new Software releases.
- Support of versions not "currently supported", as defined in Section 2 above.

No Warranty

Nothing in this agreement shall be construed as expanding or adding to the warranty set forth in the Agreement. Threater MAKES, AND YOU RECEIVE, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND Threater SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. Threater shall not be responsible for your or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Equipment returned to Threater for repair or upon termination, whether under warranty or not.

SUBMIT >

threatER

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STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed on the day of August 12, 2025 by and between **THE TOWN OF SMYRNA, TENNESSEE**, a municipal corporation in the State of Tennessee, herein further referenced and identified as ("The Town") and ThreatER, Inc. herein further referenced and identified as ("Vendor") in order to amend the terms of the Agreement, including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any “clickwrap,” “clickthrough” or “click and accept” agreement or other Terms of Service scheduled for presentation to the Town Council for approval on the 12th day of August, 2025.

WITNESSETH

WHEREAS, the parties wish to execute this addendum to the Agreement for the purposes of substituting, clarifying or inserting certain terms of or into their original Agreement executed on the 12th day of August, 2025; and

WHEREAS, the terms of this addendum to the Agreement shall take precedence over all other terms, conditions or language to the contrary or in conflict with the language contained in the Agreement; however, any term or clause not modified by the provisions herein shall be governed by the original agreement. The parties agree that this addendum shall not be construed to create any ambiguity, it being the expressed intent of the parties that this addendum shall control; and

THEREFORE, In consideration of using Vendor’s form Agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Vendor the parties hereto agree to the following:

1. **VENUE:** The parties agree that venue for any legal or other dispute arising under the terms of the original agreement or this addendum to agreement shall lie exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial;
2. **CHOICE OF LAW:** The Agreement shall be deemed to be entered into under Tennessee law, and the rights and obligation of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles, and all obligations of the parties are performable in Smyrna, Tennessee.
3. **INDEMNIFICATION:** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private or public entities and, therefore, prohibits an agreement by the Town to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring the Town to indemnify or hold harmless Vendor or any other person or entity or any limitation of liability in favor of Vendor shall be deemed null, void and unenforceable against the Town under any and all circumstances.

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4. **NON-APPROPRIATION:** Vendor acknowledges that the Town is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event the Town fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to the Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to the Town.
5. **TAX EXEMPTION:** As a tax-exempt entity, the Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the Town's tax exemption certificate and Vendor shall assume all liability for such taxes, if any, that should be incurred
6. **NO ATTORNEY'S FEES:** The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Vendor may incur due to breach of the original agreement or this addendum agreement by either party; and further, The Town shall not acquiesce to any term of the original contract/agreement that indicates or infers The Town may or shall be responsible for the fees of another party or the Vendor's attorney fees.
7. **MEDIATION; NO ARBITRATION:** The Town may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties. The parties hereby further agree that, except as provided for in this addendum or by applicable law, the parties shall not be required to participate in any alternative dispute resolution process or procedure, including but not limited to arbitration and med-arb, relating to disputes that arise between the parties to the Agreement.
8. **FAILURE TO PERFORM:** The parties agree, in the event Vendor fails to perform any obligation, other than with regards to the date of delivery, set out in the Agreement/Contract, the Town shall be reimbursed by Vendor for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Vendor to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Vendor shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in the Agreement/Contract all deliveries shall be made to the Town no later than ninety (90) days from the date of the Agreement/Contract. The parties further agree that if Vendor, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing the Agreement/Contract, then the entire Agreement/Contract shall be voidable at the sole discretion of the Town. Should the Town elect to void the Agreement/Contract due to Vendor's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing the Agreement/Contract to meet the delivery deadline, then neither party shall be deemed

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to have breached the Agreement/Contract, and Vendor shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time. This provision shall take propriety over any Force Majeure Clause contained within the Agreement/Contract.

9. **USE OF TOWN's LOGO OR NAME:** Vendor shall not use the Town's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from the Town. Vendor shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of the Town.

10. **WARRANTY:** Vendor warrants that the product(s) herein, when used in accordance with the documentation, shall operate and conform in all material respects in conformity with this Agreement and the written representations of Vendor, including applicable user manuals and guides supplied by Vendor or with Vendor's Software. If it does not perform as warranted, Vendor shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written representations of Vendor. If Vendor cannot correct the product(s) within a reasonable period of time, Town may terminate this Agreement.

11. **SOFTWARE DEADLINE, TESTING AND ACCEPTANCE:** If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of the Agreement and this Addendum thereto, unless the Agreement states a specific date which is before or after said deadline. In Addition, software provided by Vendor to the Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets the Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using the Town's data. The Town shall provide Vendor with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Vendor, the software shall be deemed to be accepted by the Town. If the software is rejected, the Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Vendor to repair or replace the software, without charge, in a timely manner. In the event the Town elects to allow the Vendor to repair or replace the software, the Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

12. **NO AUTOMATIC RENEWAL:** The term of the Agreement shall not be renewed or extended beyond the initial term and any provision providing for automatic or continuing renewal of the Agreement is not applicable.

13. **UNILATERAL MODIFICATION OF AGREEMENT NOT PERMITTED:** Vendor may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Addendum, shall not alter this Addendum, and shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in the Agreement to the contrary, any change to the Agreement made by Vendor that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by the Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Addendum, and shall not alter this Addendum and

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shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement.

14. **CHANGES TO TERMS.** Except as provided in Paragraph No. 13 above pertaining to Vendor's Privacy Policy, Vendor shall provide the Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to the Agreement at least ninety (90) days prior to being effective to the Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Vendor will refund to the Town any payment made by the Town to Vendor equal to the difference between the number of months the payment was intended for and the number of months remaining on Agreement that the fee was intended to cover.

15. **PRICE ASSURANCE:** Unless specifically stated in the Agreement, the price stated in a purchase order shall be valid for the full term of such purchase order placed under this Agreement. If Vendor, specifically states, in the Agreement that he, she or it cannot honor the price for the full term of the Agreement; the Agreement is voidable at the sole discretion of the Town, if at any time during the full term of the Agreement, Vendor requests to raise the contract price. If the Town elects to void the Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

16. **CONFIDENTIALITY:** The Town, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Addendum, the Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure, without regard to any provision contained in the Agreement declaring information confidential. The Town will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. The Town does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

17. **BOYCOTT OF ISRAEL:** The Vendor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

18. **NO PRESUMPTION AGAINST DRAFTER:** The parties are both business entities having substantial experience with the subject matter of this addendum, and each has fully participated in the negotiation and drafting of this addendum. Accordingly, this addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed addendum differs in any respect from any previous draft hereof.

19. **SURVIVAL:** This entire addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference and shall remain in full force and effect until the expiration of any applicable statute of limitation.

20. **EFFECTIVE DATE:** This addendum shall be deemed to have the same effective date of the Agreement.

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IN WITNESS WHEREOF, the parties hereto warrant and represent that the individual who has signed this addendum on behalf of such party is duly authorized by all necessary and appropriate corporate action to sign this addendum.

DocuSigned by:

333277482E7E45C...

VENDOR OR AGENT

VENDOR OR AGENT

MAYOR, TOWN OF SMYRNA, TENNESSEE

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.e.
Department: Public Works
Date: August 12, 2025

Subject:
Approval of the terms of and authorization for the Mayor to execute, an agreement with Wiregrass Construction as the Primary Contractor and an agreement with Vulcan Materials as the Secondary Contractor for the Milling and Resurfacing Contract.

Fiscal Impact:
For the 2025 - 2026 FY, the Town has $1.25M in State Street Aid and an additional $750K in CIP (320-43100-958) for milling, resurfacing, and striping roadways in town. The list of roads will be based on the results from the roadway management inspection.

Contract Type:
Original Contract

Contract Term (if applicable):
This is a 1-year contract with 2 one-year optional renewals.

Background:
This is our annual milling and resurfacing contract. Each year we evaluate the number of lane miles we currently have and assess how many lane miles we need to resurface each year to ensure we are on a 20 - 25 year schedule to resurface roads in the town. This contract was originally a 3 year contract. However, with major price fluctuations, we began issuing this as a one year contract. With gravel and sand aggregate costs stabilizing, the Public Works Department decided to revert back to a 3 year contract (1 year with 2 one-year extensions).

Summary:
This is a 1-year contract with 2 one-year optional contract extension for milling and resurfacing roadways throughout Town. The lowest responsive bidder was Wiregrass Construction. Therefore, the town will enter into an agreement with Wiregrass Construction as the primary contractor to receive 100% of the work. In the event Wiregrass cannot complete part or all of the work, Vulcan Materials has been determined to be the second lowest responsive bidder. Vulcan has been selected as the secondary contractor to possibly receive a portion or all of the milling and resurfacing work if Wiregrass is not able to complete the work. The contract award is based on the Asphalt Paving Total Cost under Section III-A of the attached contract.
The purpose of this contract is to be able to maintain roadways in the Town limits. The

residents are the main stakeholders as this will improve quality of life and increase safe roadway conditions by repaving long sections of roadway that may have experienced utility cuts or pothole repairs over the years.

Recommended Council Action:

The Public Works Department recommends the Town Council approve the Mayor to enter into a contract with Wiregrass Construction as the primary contractor and Vulcan Materials as the secondary contractor.

Attachments:

1. Bid Tab
2. 2026_Asphalt Paving_2025-07-07_final
3. Wiregrass Agmt
4. Vulcan Secondary Contractor Signed Town of Smyrna Annual 2025

PUBLIC WORKS ASPHALT PAVING BID TAB
JULY 22, 2025 @ 2:30 P.M.

	Rogers Group	Vulcan Materials Co	Sessions Paving Co.	Wiregrass Construction	Hawkins Asphalt + Paving	Jones Bros Cont.	
SECTION III - A							
411-01.11 ACS Mix (PG-64-22) Grading E Roadway	$150.00	$110.50	$149.00	$107.75	$110.00	$140.00	
415-01.01 Cold Planing Bituminous Pavement (1.5" Depth)	$45.00	$20.00	$47.00	$18.60	$24.00	$42.00	
ASPHALT PAVING TOTAL COST	$2,925,000.00	$1,957,500	$2,940,000.	$1,895,250	$2,010,000.00	$2,730,000.00	
SECTION III - B							
307-01.08 Asphalt Concrete Mix (PG64-22) (BPMB) Grading B-M2	$125.00	$110.00	$140.00	$100.00	$130	$125	
307-01.09 Asphalt Concrete Mix (PG64-22) Grading C	$200.00	$350.00	$155.00	$165.00	$200	$145	
307-01.15 ACS (PG64-22) (BPMLC-HM) Grading CS	$150.00	$130.00	$166.00	$115.00	$130	$145	
307-02.08 Asphalt Concrete Mix (PG70-22) (BPMB) Grading B-M2	$165.00	$215.00	$175.00	$135.00	$175	$140	
403-05.01 Bituminous Material (Fog Seal) (Roadway / Shoulder)	$3,000.00	$2,000.00	$5,000.00	$2,200.00	$4,500	$800	
411-01.10 ACS Mix (PG-64-22) Grading D	$175.00	$140.00	$175.00	$130.00	$140	$145	
411-01.13 ACS Mix (PG-64-22) Grading D Limestone Aggregate	$200.00	$100.00	$170.00	$160.00	$155	$155	
411-02.10 ACS Mix (PG-70-22) Grading D	$185.00	$140.00	$185.00	$133.00	$150	$155	
411-04 Crack Sealant	$16.00	$8.00	$12.00	$10.25	$8.00	$7.00	

	Rogers Group	Vulcan Materials Co.	Sessions Paving Co.	Wiregrass Construction	Hawkins Asphalt Paving	Jones Bros. Cont.	
411-33.34 Stamped Asphalt Pattern	$24.00	$10.00	$30.00	$22.00	$25.00	$34.00	
415-01.01 Cold Planing Bituminous Pavement (4" Depth)	$110.00	$75.00	$150.00	$52.00	$55.00	$110.00	
411-12.04 4" +/- ¼" Rumble Stripe per TDOT Standard Drawing T-M-16	$2,200.00	$2,000.00	$2,500.00	$2,100.00	$3,000.00	$1,975.00	
411-12.03 8" +/- ¼" Rumble Stripe per TDOT Standard Drawing T-M-16	$2,200.00	$2,000.00	$2,500.00	$2,600.00	$3,500.00	$1,975.00	
SECTION IV - EQUIPMENT							
1. D-5 HYDRAULIC	$110.00	$210.00	$250	no bid	$100	$210	
2. D-6 HYDRAULIC	$125.00	$260.00	$275		$100	$240	
3. D-8 HYDRAULIC	$165.00	$310.00	$300		$100	$300	
4. 955 LOADER	$175.00	$285.00	$255		$100	No bid	
5. 977 LOADER	$210.00	$310.00	$280		$120	$220	
6. #12 MOTOR GRADER	$145.00	$235.00	$225		$150	$225	
7. EARTH MOVING SCRAPER	$225.00	$420.00	$375		$150	$410	
8. BACKHOE	$90.00	$210.00	$165		$95	$175	
9. TANDEM DUMP TRUCK	$140.00	$210.00	$175		$125	no bid	
10. 750 CFM COMPRESSOR	$150.00	$210.00	$150		$100	no bid	
11. SHEEP'S FOOT ROLLER	$95.00	$260.00	$250		$100	$230	
12. LARGE TRACK HOE	$190.00	$315.00	$325		$150	$275	

LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations for the annual asphalt paving for the Street Department. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than **2:30 p.m., July 22, 2025** at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Sierra Lowry
Smyrna Town Hall
Sealed Bid Annual Asphalt Paving / July 22 @ 2:30 p.m.
315 South Lowry Street
Smyrna, TN 37167

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Bidder's legal name, license number, expiration date and license classification must be placed on the sealed envelope containing the proposal, otherwise the bid will not be opened. All Bidders must be licensed Contractors in the State of Tennessee in strict accordance with State regulations. All bidders shall comply with the Tennessee Contractor' License law Section 62-6-119 (Bid documents - Required disclosure by bidders) when submitting bids. Please refer to the State Licensing Board https://www.tn.gov/commerce/regboards/contractor for all applicable licensing laws.

Verbal quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

SUBMITTED BY: SIERRA LOWRY
FINANCE DIRECTOR
TO BE RUN: July 8, 2025

_____
COMPANY NAME

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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires to contract for asphalt paving requirements for the Street Department.

Smyrna Town Hall location:
315 South Lowry Street
Smyrna, TN 37167

Questions should be directed to Chaz Dearmon (615) 459-9730,
E-mail: chaz.dearmon@townofsmyrna.org.

B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.

C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.

D. Section III-A III-B, IV, required forms and Agreement Contract shall be completed and included as an integral part of each bidder's proposal.

E. Freight shall be paid by vendor and should be included in unit price bid.

F. The Town is a tax-exempt organization.

G. Mail is delivered after 11:00 a.m. Monday through Friday.

H. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap, or national origin in consideration for an award.

I. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.

J. By submission of this bid, each bidder/proposer and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran Divestment Act. For reference purposes, the list is currently available online at:
State of TN_Debarred_Vendors.pdf

SECTION II - ASPHALT PAVING AND COLD PLANING REQUIREMENTS

Scope: The work covered by this item shall consist of the repaving, crack sealing, and cold planing of existing streets. Surface preparation work will be covered in each section. The Town will authorize preparation work in advance by Public Works Director. The listed quantities and roadway list are estimates of work that may be performed. The actual amount of work to be performed will be based on the annual budgetary constraints of the Town.

Special Notes:

1) **The contractors are required to provide a 1" to 1.25" lip on existing paved driveways. If the lip is not present, the contractors will perform additional milling so that when the roadway is resurfaced, the required lip will be provided.**

2) **The contractors are required to bring approximately 800 tons / 40 tandem axel dump truck loads of millings to the Streets Shop at 102 G Street, Smyrna, TN and unload it at the designated location.**

The Town will provide a list of proposed streets to be paved and reserves the right to amend the list, as an increase or decrease to the estimated work listed. The Town will be limited to the amount of paving by budgetary restraints. The Town requires the contractors to start and continuously (normal Monday through Friday standard business hours) work the finalized list until completed. The list is subject to change upon written notification from the Town. Any additional significant increase or decrease in work will be rescheduled. After completion of the list the Town requires the contractors to return within 2 weeks after written notice to perform any additional work from the original list. If the contractors are unable to comply with these conditions this would breach the contract.

1. The price quoted for asphalt concrete surface and binder material shall include all materials, equipment, labor, and all other items incidental to the placement and compaction of the said asphalt concrete materials. Placement operations shall be as directed by the designated official of the Town of Smyrna and shall include patching and repair of designated areas. This price shall include all surface preparation by grading to achieve proper drainage, all cleaning placement of shoulder stone where instructed by the Town, furnishing and placing tack coat and disposal of excess materials.

   The contractors shall adjust all manholes, inlets, valve boxes, and other castings necessary for asphalt concrete placement.

2. No bidder may withdraw a bid for a period of ninety (90) days after bids have been opened.

3. The right is reserved to reject any and all bids and to waive all technicalities in doing so.

4. Bidder's legal name, license number, expiration date and license classification must be placed on the sealed envelope containing the proposal, otherwise the bid will not be opened. All Bidders must be licensed Contractors in the State of Tennessee in strict accordance with State regulations. All bidders shall comply with the Tennessee Contractor' License law Section 62-6-119 (Bid documents - Required disclosure by bidders) when submitting bids. Please refer to the State Licensing Board https://www.tn.gov/commerce/regboards/contractor for all applicable licensing laws.

5. ERROR IN BID - in case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

6. INSPECTION - Final inspection and acceptance or rejection will be made at a delivery destination, but all materials and all workmanship shall be subject to inspection and test at all times and places, and when practicable, during construction. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials shall be made as promptly as practicable, but impose no liability on the Town of Smyrna or any subdivision thereof for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the contractor from liability for use of materials or construction standards as are not in accordance with the specifications or industry practices. In the event necessity requires the use of materials or supplies not conforming to the specifications, payment therefore may be made at a proper reduction price.

   All mixes will require job mix formula per TDOT specifications. Trucks may be pulled and weighed at random.

7. SPECIFICATIONS - It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractors.

8. Rental on equipment, Section IV, will be paid for only when the equipment is running and is in use.

9. Quantities of pavement and time on equipment may vary and may be determined by the Town.

10. This is a non-exclusive contract. The Town reserves the right to bid specific road projects separately at its discretion.

11. PERFORMANCE AND OTHER BONDS - CONTRACTORS shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTORS' obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the preceding paragraph. CONTRACTORS shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the TOWN.

12. TERM - The initial term shall be for 12 months from the date of the contract. This agreement may renew for two (2) successive one-year terms upon mutual agreement, unless either party provides written notice of termination at least sixty (60) days prior to the end of the then-current term.

13. METHOD OF AWARD – The Town intends to and reserves the right to enter into contracts with up to 2 vendors in order to ensure the annual schedule of work is completed within an adequate timeframe. A primary and secondary contract will be awarded to the two lowest responsive and responsible bidders as specified in Section III, with the lowest being deemed the primary and the second lowest being deemed the secondary. The Town will distribute work based on the contractor's ability to meet the Town's schedule, timeframe required to complete the work, and performance of the contractors; giving preference to the primary contractor.

14. ADJUSTMENTS TO CONTRACT UNIT PRICES

This Special Provision Covers the Method of Price Adjustment for Bituminous Materials.

The normal bid items in the contract covering the bituminous material shall remain the same, but the contract unit bid prices for these items will be adjusted to compensate for increases and decreases in the contractors' bituminous material cost in the following manner:

A "Basic Bituminous Material Index" will be established by the Tennessee Department of Transportation for June 2025. This "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier's terminal. The "Basic Bituminous Material Index" for June 2025 is **$ 600.00** per ton.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. The "Monthly Bituminous Adjustment Factor" is the difference (+/-) between the "Basic Bituminous Material Index" and the "Monthly Bituminous Material Index".

The "Monthly Bituminous Adjustment Factor" shall be applied to the contract unit price bid provided the increase or decrease differs 5% or more from the "Basic Bituminous Material Index". The Public Works Director reserves the right to alter the quantities of material or modify the design if the change in prices warrants material or design substitution.

The adjustment will be calculated in accordance with the following formula only when the percent change of price indexes is five or greater:

$PA = [Ic - Ib] \times T$

Where,

PA = Price Adjustment for Adjustment Month
Ib = Basic Bituminous Material Index
Ic = Monthly Bituminous Material Index
T = Tons bituminous material for Adjustment Month

Price adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

The quantity of virgin asphalt cement in tons subject to price adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material used in each mix. No price adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the specifications.

The price adjustment for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be calculated as follows when the percent change in price indexes is five or greater:

$$PA = [Ic - Ib] \times \frac{[BA - RA] \times Tm}{100}$$

Where,

PA = Price Adjustment for Adjustment Month
Ib = Basic Bituminous Material Index
Ic = Monthly Bituminous Material Index
BA = Percent asphalt specified for bidding purposes
RA = Percent asphalt obtained from recycled asphaltic material

used in each mix
Tm = Tons asphalt mix for adjustment month

The above procedure for calculating price adjustments for recycled mixes is also applicable to mixes consisting of one hundred percent virgin material when the asphalt cement is not a separate bid item and the asphalt content in each mix is established for bidding purposes. A totally virgin mix is a special case in which the percent of asphalt obtained from recycled asphaltic material is zero (i.e., RA = 0).

The maximum allowable of recycled materials is 20%.

SPECIAL CONDITIONS

Item No. 1 Non-Collusion Affidavit

All bidders must submit with bid a non-collusion affidavit as contained in these documents.

Item No. 2 Discrepancies

Where there appears to be a discrepancy between the Special Conditions and any other part of the contract documents and specifications, these Special Conditions shall govern.

Item No. 3 Tennessee Department of Transportation Specification

The most current edition of the Tennessee Department of Transportation, Standard Specifications for Roadway and Bridge Construction, and any revisions and amendments since then, are hereby designated a part of these specifications. All materials, equipment, workmanship, traffic control methods, and any other applicable parts of this publication shall be in accordance with this publication. In the Standard Specifications and Special Provisions, change the words as listed below and substitute the words:

State to Owner
Department to Owner
Commissioner to Owner
Engineer to Owner

Item No. 4. Term

The term shall be for 12 months from the date of contract execution.

Item No. 5 Construction Time

A list of all roadways to be milled and resurfaced will be given to the contractors no later than September 1. The Town requires the contractors to start as soon as possible and continuously (normal Monday through Friday standard business hours) work the finalized list until completed preferably by December 1, if weather permits. However, if there are extenuating circumstances, as determined by the Public Works Director or their designee, time maybe given until May 1st to complete milling and resurfacing on all listed roadways. Liquidated damages will start being assessed on May 2nd.

Any additional significant increase or decrease in work will be rescheduled. After completion of the list the Town requires the contractors to return within 2 weeks after written notice to perform any additional work from the original list. If the contractors are unable to comply with these conditions this would breach the contract.

Item No. 6 Construction Schedule

The time allocated for this work is more than adequate to assure its completion, therefore the contractors must notify the Owner at least 14 days in advance as to the date he will begin paving. The contractors will be expected to complete all work within the allotted time, and failure to do so will result in liquidated damages being assessed against the contractors at the rate of $250.00 per calendar day until all the work for that period is completed. Consideration will be given for each day the contractors are unable to work due to weather.

Item No. 7 Notification

The contractors will notify the residents of all streets to be affected by construction prior to commencing work by the following means:
Newspaper (black-bordered ad bold heading near front of the paper, 7 days
Public television or radio and the web site for the Town of Smyrna, 7 days

Item No. 8 Utilities

All utility adjustments are to be performed by the contractors, except as he may negotiate with the owners to have the adjustments at the rate provided in his bid proposal and made a part of the contract.

The contractors shall schedule a meeting with all utilities at least 48 hours prior to the scheduled paving to verify that all castings have been properly adjusted and there are no conflicts with proposed utility construction. It will be necessary for all utilities to perform an on-site inspection with the contractors to verify all castings are properly adjusted. Any castings that are not properly adjusted must be readjusted prior to paving.

Item No. 9 Pavement Preparation

The contractors shall specifically be aware of the requirements for pavement preparation. Cleaning cracks and joints of excess and/or crack sealer, notching for transverse joints of excess joints and cracks of dirt and vegetative growth are included in the contract bid price for items. No additional compensation will be provided for pavement preparation.

Item No. 10 Asphalt Delivery Temperature

In order to ensure proper compaction of the asphalt mixes specified within this contract, the delivery temperature shall be within the ranges specified in Sections 307, 407 and 411 of the most current edition of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction. Failure to meet these temperature requirements shall subject the mix to being rejected by the Owner or his designee.

Item No. 11 Traffic Control

Traffic control provisions are detailed in Section 13 of the Contract Technical Specifications. Cost to maintain traffic control measures shall be paid for per the items provided within this contract. The contractors will furnish examples of traffic control plans at the pre-construction meeting for review by the Traffic Department. In certain situations, specific traffic control plans may be required based on the scheduled work and location.

Item No. 12 Certification of Scale Operators

The Contractors' attention is specifically directed to Tennessee Code Annotated 47-26-101, et seq., governing certification and bond of scale operators. The provisions of this code as well as all other federal, state, and Town of Smyrna laws, ordinances, rules and regulations applicable to the construction of this project shall apply to the Contract throughout. The Town of Smyrna reserves the right to direct the Contractors to a state or commercially owned scale to verify scale weights provided by the Contractors.

Item No. 13 Quantities

The quantities shown under for the items listed for bidding purposes are estimated amounts only based on previous years usage. The estimates could fluctuate based on the need for items during the contract period or budgetary constraints.

Item No. 14 Construction Dates and Temperature

Do not place bituminous plant mix, with a compacted thickness of 1.5 inches or less, between November 30 and April 1. Do not place bituminous plant mix, with a compacted thickness greater than 1.5 inches, between December 15 and March 16.

Table 407.09-1: Temperature Limitations Compacted Thickness

Compacted Thickness	Minimum Air or Surface Temperature (°F)	
	Unmodified mixes (PG 64, 67)	Modified mixes (PG 70, 76, 82)
< 1.5 inches	45	55
> 1.5 inches to < 3.0 inches	40	50
≥ 3.0 inches	35	45

The Contractors may request a variance from the above required temperature and seasonal limitations to pave at lower temperatures if there is a benefit to the public. Submit such requests in writing at least one week before the anticipated need, and include a Paving and Compaction Plan for Cold Weather. The plan shall identify what practices and precautions the Contractors intends to use to ensure the mixture is placed and compacted to meet the specifications. The plan shall include compaction cooling curves estimating the time available for compaction, the intended production, haul, and compaction rates, with paver and roller speeds estimated. The Contractors may consider using such practices as the addition of rollers, reduced production and paving rates, insulated truck beds, and heating the existing surface. If the specified densities are not obtained, stop all paving operations and develop a new plan. All mixture failing to meet specifications will be subject to price adjustments or removal and replacement at no cost to the Owner.

Item No. 15 Cold Planing

The Contractors shall notify the office of the Owner at least 14 days prior to commencing any cold planing under this contract. The Contractors will coordinate any necessary casting adjustments with the proper utility while this work is in progress. All grindings must be picked up by the end of each work day. No piles of grindings or loose asphalt are to be left on the street overnight. In the even dust from the grindings becomes a nuisance, the Owner shall require the Contractors to provide a water truck to remedy the situation. No payment will be made for this activity. All grindings will be the property of the

Contractors and will be disposed of or stored at a site that meets town, state and federal regulations.

This item will be paid on a square yard basis.

Item No. 16 Contract Extension

This contract may be extended for two (2) additional one-year terms upon mutual consent, unless either party provides sixty (60) days written notice prior to the then end of the contract term.

Item No. 17 Recycled Asphalt Material

Unless otherwise noted, the use of recycled asphalt will not be permitted in the design of 411-E, 411-D, and 307-B mixes.

Item No. 18 Quality Control and Acceptance Requirements

Contractors' Quality Control:
General. Assume responsibility for the quality of construction and materials incorporated in the Work. Provide and maintain a quality control system that will provide reasonable assurance that all materials conform to specification requirements. Conduct all quality control sampling and testing according to the approved Quality Control Plan and the Owner's Policies on Sampling and Testing Procedures and Sampling of Asphalt Mixes for Verification of Laboratory Design. The requirements for the Contractors' quality control sampling and testing will remain in effect until final Project acceptance.

Contractors Quality Control System. Develop, implement, and maintain a quality control system that will provide reasonable assurance that all materials and products submitted to the Owner for acceptance conform to the specified requirements.

Quality Control Technician. Ensure that a Quality Control Technician, who is currently certified by the Department as a Certified Asphalt Plant Technician, is present at the asphalt plant during mix production. If the Owner finds that the Quality Control Technician cannot perform as required by the position, the Owner will revoke the certification and require replacement with a certified technician.

Documentation. Document all quality control procedures, inspections, and tests and make this information available for review by the Owner throughout the life of the Contract. Maintain adequate records of all inspections and tests. The records shall indicate the nature and number of tests performed, the number and type of deficiencies found, and the nature of corrective action taken as appropriate. The Contractors' documentation procedures will be subject to the review and approval of the Owner before the start of the work and to compliance checks during progress of the work. Provide copies of all charts and records documenting quality control tests and inspections to the Engineer on a daily basis.

Quality Control Plan. At the beginning of each paving season, submit in writing the proposed Quality Control Plan for the Owner's approval. Include in this plan the sampling, testing, and inspection activities, and the anticipated frequencies of each, which the Contractors will follow to maintain process control. This Quality Control Plan shall apply

to all Owner contracts for the calendar year. If a change is made to the Quality Control Plan during the year, communicate such changes to the Owner. The Contractors are responsible for formulating all design mixes with the exception of plant mix seal coat mixes. No lab design is required for 307 Grading A, AS, and ACRL mixes. However, establish the anti-strip additive dosage rate and verify compatibility of mixture materials by the ten minute boil test as specified in 407.03.E.2. Submit all Contractors-furnished design mixes to the Owner for approval prior to their use. Provide process control of all materials during handling, blending, mixing, and placing operations.

Acceptance. The Owner will base acceptance of the mixture on test results of consecutive random samples taken from each lot. The Engineer will accept bituminous mixture at the plant with respect to gradation and asphalt content, on a lot basis. A standard size lot at the asphalt plant will consist of a day's production. The number of sublots in a lot will vary from n=1 to n=4 according to the Table (Sublot Requirements). One random sample will be taken from each sublot. The bituminous mixture will be sampled at the plant according to AASHTO T 168. The percent bitumen content of the mixture will be determined according to AASHTO T 164 or by AASHTO T 308 except as herein revised. The Contractors may use an approved ignition furnace instead of a vacuum extractor for the use in determining asphalt content and gradation. The method of calibration and test procedures shall comply with AASHTO T 308 Method A and the following. At least once per week, per mixture, during production, check the AASHTO T 308 correction factors with a sample of the aggregate mixture proportions, blended at the optimum asphalt content. Adjust the correction factor accordingly. Keep records of all correction factors for all mixtures. Adjusted payment for asphalt content and gradation will be based on the ignition furnace results as specified in Table (Acceptable Schedule of Payment). Use of this alternative equipment shall be at no additional cost to the Department. The percents passing the sieves will be determined in accordance with AASHTO T 30.

Table: Sublot Requirements

Quantity (tons)	Number of Sublots
3001- 4000	4 tests
2001 - 3000	3 tests
1001 - 2000	2 tests
Less than 1000	1 test

Table: Acceptance Schedule of Payment
(Asphalt Plant Mix Characteristics)

Characteristics	Pay Factor	Average Arithmetic Deviation of the Lot Acceptance Test from the JMF	
		1 Test	2 Test
Asphalt Cement Content (1) (Extraction of Ignition Oven)	1.00	0.00 - 0.30	0.00 - 0.25
	0.95	0.31 - 0.35	0.26 - 0.30
	0.90	0.36 - 0.40	0.31 - 0.35
	0.80 (2)	over 40	over 0.35
Gradation 3/8 inch sieve and larger	1.00	0.00 - 6.50	0.00 - 5.70
	0.95	6.51 - 7.08	5.71 - 6.20
	0.90	7.09 - 7.66	6.21 - 6.69
	0.80 (2)	over 7.66	over 6.69
Gradation No. 4 sieve 131	1.00	0.00 - 4.62	0.00 - 4.00
	0.95	4.63 - 5.20	4.01- 4.50
	0.90	5.21 - 5.77	4.51 - 5.00
	0.80 (2)	over 5.77	over 5.00
Gradation No. 8, 16, 30 & 50 sieves (3)	1.00	0.00 - 3.80	0.00 - 3.30
	0.95	3.81 - 4.46	3.31 - 3.91
	0.90	4.47 - 5.12	3.92 - 4.52
	0.80 (2)	over 5.12	over 4.52
Gradation No. 100 & 200 sieves 131	1.00	0.00 - 1.80	0.00 - 1.60
	0.95	1.81 - 2.00	1.61 - 1.75
	0.90	2.01 - 2.20	1.76 - 1.90
	0.80 (2)	over 2.20	over 1.90

(1) Does not apply to 307 Grading A, AS, or ACRL mixes.
(2) If approved by the Engineer, the Contractors may accept the indicated partial pay. The Department may require removal and replacement at no cost. The Contractors may remove and replace at no cost to the Department at any time.

When there is more than one reduced payment relating to gradation in 1 lot of material, only the greatest reduction in payment will be applied. Reductions applicable for any other reason will be cumulative.

Deduction for both asphalt content and gradation deficiencies will be cumulative. The Department will apply deductions to the total price of the mix (asphalt cement and aggregate combined) under the item for Asphalt Cement Content and Gradation Deduction.

Test Strip and Density Requirements.
Test Strip Construction - Construct each test strip with approved bituminous mixture. The test strip shall remain in place as a section of the completed work. Construct each test strip to be 1 paver width wide, with an area of at least 400 square yards and of the depth specified for the pavement course concerned. Immediately after placing the bituminous mixture, begin compacting the test strip. Perform compaction in a continuous and uniform manner over the entire test strip. Continue compacting the test strip until additional roller coverage will produce no appreciable increase in density (1 pound per cubic foot), as measured using a nuclear gauge. Use the roller coverage necessary to obtain this maximum density as the rolling pattern for the remainder of the project. Take cores on the test strip at ten randomly selected locations as designated by the Owner. Do not take cores within 2 feet of the longitudinal edges for calibration. Provide these cores to the Owner for use in calibrating the nuclear gauge and to verify that the average density of the test strip meets the density requirements of the specifications. The Owner will report all densities using the corrected nuclear gauge readings. Correction factors are specific to the nuclear gauges used during the test strip construction. If a different nuclear gauge needs to be used for acceptance, it will be necessary to cut new cores from the ongoing pavement construction to calibrate the new gauge. When testing test strip cores, the Owner will determine density (bulk specific gravity) in accordance with AASHTO T 166, Method A only. All core samples shall be completely dry before testing. Air drying is permitted provided core samples are weighed at 2-hour intervals until dry in accordance with AASHTO T166, Section 6.1. Cores may also be dried in accordance with ASTM D7227. If the density of the asphaltic concrete in the test strip does not meet specification requirements, make whatever changes are necessary to obtain the specified density. Use other sources and combinations of aggregates as necessary, subject to the Owner's approval, to produce a mix meeting the required density.

Density - All asphalt concrete mixes including 307 B-M2, 411D, and 411E shall have an average density of 92 percent of the theoretical density with no individual test falling below 90 percent for roadways with an average ADT of 3,000 or greater, an average density of 91 percent of the theoretical density with no individual test falling below 89 percent for roadways with an average ADT of 1,000 to 3,000 and an average density of 90 percent of the theoretical density with no individual test falling below 87 percent for roadways with an average ADT of less than 1,000. Asphalt concrete mixes used for shoulder construction shall have an average density of 88 percent of the theoretical density with no individual falling below 85 percent.

Item No. 19 Anti-Stripping Additive
Use hydrated lime conforming to ASTM C977 or other heat-stable asphalt anti-stripping additive containing no ingredient harmful to the bituminous material or the workmen and that does not appreciably alter the specified characteristics of the bituminous material when added in the recommended proportions.

When hydrated lime is the anti-stripping additive, use an, amount equal to 1% by weight of the aggregate. Uniformly coat the aggregate with the lime, to the Engineer's satisfaction, before adding the bituminous material to the mixture. When using an anti-stripping additive other than hydrated lime, the percentage of anti-stripping additive used shall range between 0.3% to 0.5% by weight of the asphalt cement. The Department's QPL identifies qualified antistripping products. Do not use any product unless it appears on this list.

Mix silicone additives at the rate of 1 pint of silicone per 4 gallons of diesel fuel. The Contractors may use a 1/2 pint of this mixture per 1,000 gallons of asphalt.

The Contractors may add organic wax or foaming additives to bituminous plant mix to reduce placement temperatures as specified in 407.11. Introduce the WMA additives into the mixture at a constant rate, sufficient to produce the mix temperatures specified in 407.11, and in a manner approved by the Department. Record all changes to the proportions of the additive used during the course of mix production. The Department's QPL identifies qualified WMA additives. Only use additives appearing on this list.

Anti-Stripping Additive will not be paid for directly but to be included in the cost of other items.

Item No. 20 Miscellaneous

All incidental equipment used in cold planning and paving of Town streets shall be furnished by the Contractors and be included in the unit prices. No separate payment will be made for incidental equipment charges.

Item No. 21 Quarterly Bituminous Asphalt Adjustment Factor

The "monthly bituminous adjustment factor", according to Special Provision 109B, shall be averaged on a monthly basis and applied to the contract unit price bid provided the increase or decrease differs 5 percent or more from the "basic bituminous material index". The Owner reserves the right to alter the quantities of material, or modify the design if the change in prices warrants material of design substitution. If adjustments are made in quantities or design, the Contractors shall accept the unit price bid or the applicable monthly adjusted unit prices as full compensation for all work performed according to the provisions of TDOT subsection 104.02 of the standard specification.

Item No. 22 Pre-Construction Meeting

A pre-construction meeting will be scheduled prior to the issuance of a notice to proceed on this project. The striping contractors will be required to be in attendance.

Item No. 23 Protection of Curbs and Gutters, Sidewalks, and Brick Payers

The contractors will take appropriate measures to protect the curbs and gutters, sidewalks and brick pavers during the paving of all streets. The tracking or spraying of tack or other asphalt products on these structures will not be permitted. The contractors must submit a plan to protect these areas during the paving operation to be approved by the owner. These same structures must also be protected during the milling operation. Damage to any of these structures will result in repairs or replacements as determined by the owner. The cost of these repairs or replacements will be the sole responsibility of the contractors. The contractors are responsible for protecting all public and private amenities located within

the limits of the right of way. Any damages caused by the contractors to these areas during this project will be repaired or replaced by the contractors at his expense.

Item No. 24 Milling and Paving Intersections with Traffic Signals

In the event there are intersections in this contract with traffic signals that will have sensors damaged during the milling operation, it is critical to coordinate the milling and paving of these locations with the Traffic Department. A subcontractors will need to reinstall the sensors prior to the paving operation. This will require advance scheduling and close coordination with these subcontractors to minimize downtime for these sensors. These locations will be identified at the pre-construction meeting by the Traffic Department.

Item No. 25 Hot In-Place Recycled Asphalt - Remix Process

This work shall consist of Hot in Place Recycling of the existing bituminous pavement in a continuous multi-step process of heating, scarifying or milling, remixing, blending of the dislodged material with an asphalt rejuvenating agent, spreading, reshaping, leveling, and compacting the asphalt pavement. All work shall be performed in accordance with the Standard and Supplemental Specifications 407 and Special Provision SP407HRA except as modified herein and in reasonably close conformity to the lines and grades shown on the plans or as directed by the Owner.

Asphalt Rejuvenating Agents will not be paid for directly but included in the price of other items.

Item No. 26 Fog Sealing Roadway and Shoulders

Provide a power broom, equipment for heating bituminous material, a pressure distributor meeting the requirements of TDOT Specification Section 402.03, and such other equipment and small tools as may be required to perform the work in a satisfactory manner.

Apply diluted emulsified asphalt at a rate of 0.10 to 0.15 gallons per square yard based on a dilution rate of one-part emulsified asphalt to one part water. This application may require two equal increments if run-off occurs.

Item No. 27 Stamped Asphalt Crosswalks

Item shall be TrafficPatterns XD by TrafficScapes or approved equal. Contractors shall provide submittals including materials, color options, pattern options and application method prior to work commencing.

SMYRNA/LOCAL BUSINESS LICENSE

Compensation of more than $100,000 from contracts performed in one county by a contractors described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that county and the tax from such contracts will be distributed to that county. Compensation of $100,000 or less from contracts performed in one county by such person will be sourced to the county of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will be earmarked and allocated to the state's general fund.

For purposes of distribution of the municipal business tax provided for in Tenn. Code Ann. § 67-4-705, receipts will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located. Receipts from sales made by persons operating from an established physical location, outlet, or other place of business in one municipality who extend their operations outside the boundaries of the municipality without establishing a physical location, outlet, or place of business outside the boundaries of the municipality will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located.

If the person has no established physical location, outlet, or other place of business in the state, then such receipts will not be subject to the municipal business tax. Receipts from all taxable sales of any services or tangible personal property by a provider of video programming services will be sourced to the municipality where the property or service is received by the customer regardless of whether or not the provider has a physical location, outlet, or other place of business in that municipality.

Compensation of more than $100,000 from contracts performed in one municipality by a contractors described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that municipality and the tax from such contracts will be distributed to that municipality. Compensation of $100,000 or less from contracts performed in one municipality by such person will be sourced to the municipality of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will not be subject to the municipal business tax. (*From Tennessee Business Tax Guide/ Tenn. Dept. of Revenue 2019; See also, Tennessee Works Tax Act (2023), Public Chapter 377, 2023 Session of the 113th General Assembly*)

INSURANCE REQUIREMENTS

The Contractors shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of $500,000 per accident/per disease/per employee.

2. **Commercial General Liability**
   Commercial General Liability insurance shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired, borrowed and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Contractors shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractors.

   b. The Contractors' insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Contractors' insurance.

2. Workers Compensation and Employers Liability Coverage

   The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Contractors for the Town of Smyrna.

3. All Coverages

   a. Coverage shall not be canceled, suspended, or voided by either party (the Contractors or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractors' policy.

   b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractors from the obligations of the insurance requirements or indemnification agreement.

   c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.

   d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.

   e. Any failure of the Contractors to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Contractors shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.**

Upon failure of the Contractors to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Contractors to purchase and/or maintain any required insurance shall not relieve the Contractors from any liability or indemnification under the contract.

The Certificate of Insurance naming the "Town of Smyrna" as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Henry Urbina
315 S Lowry St
Smyrna, TN 37167

It can also be submitted electronically henry.urbina@townofsmyrna.org.

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractors shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Contractors are not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Contractors, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractors, its owners, agents and employees. The parties further agree that Contractors are wholly independent contractors and is exclusively responsible for its employees, owners, and agents. Contractors hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Contractors shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractors and persons employed by or utilized by the Contractors in Contractors' performance of this Agreement.

The contractors further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the contractors' employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the contractors and/or its agents, employees, subcontractors, representative of the Town under this agreement.

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

APPLICABLE LAW:

Any contract resulting from this ISQ shall be governed by and construed under the laws of the State of Tennessee.

SECTION III - A - ASPHALT PAVING PRICE QUOTATION (100% of Bid Evaluation)

Asphalt concrete surface (hot mix) materials and placement shall be in accordance with Tennessee Department of Transportation standard specifications for road and bridge construction, January 1, 2021, and as amended.

The basis of award will be based on the cost estimate of the ACS Mix grading E (411-01.11) and 1.5" Cold Planing Bituminous Pavement (415-01.01).

ACS MIX GRADING E AND 1.5' COLD PLANING BITUMINOUS PAVEMENT

	Description	Units	Quantity	Price per Unit	Total Price per Item
411-01.11	ACS Mix (PG-64-22) Grading E Roadway	Ton	15,000		
415-01.01	Cold Planing Bituminous Pavement (1.5" Depth)	Ton	15,000		
				TOTAL COST	

SECTION III - B – RATE SHEET FOR ADDITIONAL PAVING, PLANING AND RUMBLE STRIPE ITEMS PRICE QUOTATION

The Town requires contractors to provide pricing for Section III-B, but this section shall not be included in determining the low bid.

	Description	Units	Quantity	Price per Unit	Total Price per Item
307-01.08	Asphalt Concrete Mix (PG64-22) (BPMB) Grading B-M2	Ton	500		
307-01.09	Asphalt Concrete Mix (PG64-22) Grading C	Ton	50		
307-01.15	ACS (PG64-22) (BPMLC-HM) Grading CS	Ton	500		
307-02.08	Asphalt Concrete Mix (PG70-22) (BPMB) Grading B-M2	Ton	100		
403-05.01	Bituminous Material (Fog Seal) (Roadway / Shoulder)	Ton	3		
411-01.10	ACS Mix (PG-64-22) Grading D	Ton	500		
411-01.13	ACS Mix (PG-64-22) Grading D Limestone Aggregate	Ton	50		

411-02.10	ACS Mix (PG-70-22) Grading D	Ton	500		
411-04	Crack Sealant	LB	1,000		
411-33.34	Stamped Asphalt Pattern	SF	10,000		
415-01.01	Cold Planing Bituminous Pavement (4" Depth)	Ton	100		
411-12.04	4" +/- ¼" Rumble Stripe per TDOT Standard Drawing T-M-16	LM	5		
411-12.03	8" +/- ¼" Rumble Stripe per TDOT Standard Drawing T-M-16	LM	5		

FILLING CRACKS IN FLEXIBLE PAVEMENT

Description. This work shall consist of cleaning and filling existing longitudinal and transverse cracks having a width of 3/16 inch or greater in flexible pavements and shoulders. Work shall be in accordance with TDOT standard specifications dated January 1, 2021.

Method of Application. All cracks shall be thoroughly cleaned with high pressure, dry compressed air removing all vegetation, debris, moisture and foreign materials, as directed by Public Works Director or Chaz Dearmon. The sealant shall be applied to the crack with a pressure feed wand system immediately after cleaning at a temperature within the range recommended by the Manufacturer of the sealant. The sealant shall be applied using the flush fill method. The crack shall be filled level with the asphalt surface. Immediately after placement of the sealant, a v-shaped rubber squeegee shall be use to level all excess material above the asphalt surface. Any sealant above the asphalt surface must be feathered out as directed by the Engineer. The crack filling will only be allowed when both the air and pavement temperatures are within the tolerances recommended by the Manufacturer of the material.

Materials. The sealant shall be a **Hot-Poured Elastic Type Joint Sealer, Type II** conforming to the requirements of ASTM D6690 with the following exceptions. The sealant shall be listed on the TDOT's Qualified Products List 5. Section C. Hot Pour Joint Sealers.

The specification limits for sealant shall be as follows:

TEST	Specification
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility, 77F (25C) (ASTM D113)	16in (40cm) min.
Flexibility (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C) (ASTM D5329)	0.2in (0.5cm) max
Brookfield Viscosity, 400°F(204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min
Tensile Adhesion (ASTM D5329)	400% min.
Safe Heating Temperature	As recommended by the Mfg

Recommended Pour Temperature	As recommended by the Mfg

Storage, heating, application instructions and cautions shall be supplied with each shipment. The sealant shall be able to be reheated to application temperature at least once after the initial heat up without degradation of sealant specifications. The joint sealer shall be a mixture of virgin synthetic rubber or reclaimed rubber or a combination of the 2 with asphalt and plasticizers and tacifiers. Ground cured rubber scrap shall not be used. The sealer shall be free of foreign materials, and when melted shall be free of lumps. The material will be kept within the temperature range recommended by the Manufacturer. The Contractors shall furnish the Engineer with a certified statement from the Manufacturer of the sealant showing compliance with this specification together with a certified copy of the test report.

Equipment. The melter-applicator shall be an oil jacketed double boiler type, equipped with an agitator and separate thermometers for both the oil bath and the melting vat. All equipment necessary for the satisfactory performance of this operation shall be on the job and approved by the Engineer before work will be permitted to begin.

Traffic Control. All traffic control shall be in accordance with the **Manual on Uniform Traffic Control Devices (MUTCD).**

Contractors to include cost of Traffic Control in cost of milling and asphaltic concrete installation.

Performance. The Contractors shall repair/replace any crack sealant that fails to bond to the existing pavement within one year of initial placement. All costs to repair/replace the sealant shall be borne by the contractors.

Method of Measurement. Sealant for random cracks will be measured by the pound. At the beginning of each work day, the Public Works Director, or his appointed representative, shall document the amount of material in the heater-melter unit and log all additional material added during the day and measure the amount of material remaining in the heater melter at the end of each day to determine the total poundage used.

Basis of Payment. Payment for Crack Sealant, by the pound, shall be full compensation for the sealant in place, including cleaning of cracks and all incidentals of the work.

SECTION IV - EQUIPMENT RENTAL/OPERATOR SPECIFICATIONS AND PRICE QUOTATION

Heavy equipment rental on an hourly basis shall include equipment, qualified operator, fuel, insurance, supervision and all other items incidental to the provision of all equipment. Heavy equipment rental will be reviewed by the Town of Smyrna who reserves the right to value this section in combination with **SECTION III-A & III-B.**

This section reflects optional pricing the bidder may provide.

	RATE PER HOUR
1. D5 (HYDRA-ULIC); or an approved equal	_____
2. D6 (HYDRAULIC)-; or an approved equal	_____
3. D8 (HYDR-AULIC); or an approved equal	_____
4. 955 LOADER; or an approved equal	_____
5. 977 LOADER; or an approved equal	_____
6. #12 MOTOR GRADER	_____
7. EARTH MOVING SCRAPER	_____
8. BACKHOE	_____
9. TANDEM DUMP TRUCK	_____
10. 750 CFM COMPRESSOR	_____
11. SHEEP'S FOOT ROLLER	_____
12. LARGE TRACK HOE	_____

SECTION V - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the asphalt paving, cold planing, concrete curbing and equipment rental / operator requirements for the street department shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this ISQ. Bidders should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section	Brief Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ISQ not noted above.

_____ _____

COMPANY TELEPHONE NUMBER

_____ _____

REPRESENTATIVE NAME REPRESENTATIVE TITLE

_____ _____

SIGNATURE E-MAIL ADDRESS



AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20___, by and between _____, a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of _____.

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the "ISQ"), and which Proposal from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the "Quotation"); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the "Bid Documents"; and

WHEREAS, the Town now desires to accept the Bidder's quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder's quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. If it does not perform as warranted, Bidder shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written representations of Bidder. If Bidder cannot correct the product(s) within a reasonable period of time, Bidder shall refund the purchase price of the product(s). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Software Deadline, Testing and Acceptance: If applicable to the Agreement, software provided by Bidder shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of this Agreement unless the parties, in writing, set a different specific date. In Addition, software provided by Bidder to The Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets The Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using The Town's data. The Town shall provide Bidder with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Bidder, the software shall be deemed to be accepted by The Town. If the software is rejected, The Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Bidder to repair or replace the software, without charge, in a timely manner. In the event The Town elects to allow the Bidder to repair or replace the software, The Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

7. Use of The Town's Logo or Name: Bidder shall not use The Town's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from The Town. Bidder shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of The Town.

8. Indemnification**.** The parties hereto agree that Bidder shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Bidder in the performance of their obligations under the terms of this agreement, including any and all attachments or exhibits thereto and Bidder agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of this Agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private of public entities and, therefore, prohibits an agreement by The Town to indemnify a third party or agree to a limitation of liability provision.

9. Non-Appropriation: Bidder acknowledges that The Town is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event The Town fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to The Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Bidder shall be returned to The Town.

10. Tax Exemption: As a tax-exempt entity, The Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Bidder with its Sales and Use Tax Exemption Certificate upon Bidder's request. Bidder shall bear the burden of providing its suppliers with a copy of The Town's tax exemption certificate and Bidder shall assume all liability for such taxes, if any, that should be incurred.

11. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Bidder may incur due to breach of this Agreement by either party; and further, The Town shall not acquiesce to any term in any document that indicates or infers The Town may or shall be responsible for the Attorney's fees of another party or the Bidder's attorney fees.

12. Boycott of Israel. The Bidder certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

13. Failure to perform. The parties agree, in the event Bidder fails to perform any obligation, other than with regards to the date of delivery, set out in this Agreement, the Town shall be reimbursed by Bidder for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Bidder to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Bidder shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in this Agreement or other bid documents, all deliveries shall be made to the Town no later than ninety (90) days from the date of order. The parties further agree that if Bidder, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing this contract, then this entire Agreement shall be voidable at the sole discretion of the Town. Should the Town elect to void this Agreement due to Bidder's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing this Agreement to meet the delivery deadline, then neither party shall be deemed to have breached this Agreement, and Bidder shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time.

14. Unilateral Modification of Agreement Not Permitted: Bidder may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Agreement but shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Agreement to the contrary, any change to this Agreement made by Bidder that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by The Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Agreement.

15. Changes to Terms: Except as provided in Paragraph No. 13 above pertaining to Bidder's Privacy Policy, Bidder shall provide The Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to this Agreement at least ninety (90) days prior to being effective to The Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Bidder will refund to The Town any payment made by The Town to Bidder equal to the difference between the number of months the payment was intended for and the number of months remaining on this Agreement that the fee was intended to cover.

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Bidder, specifically states that he, she or it cannot honor the bid price for the full term of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if at any time during the full term of this Agreement, Bidder requests to raise

the bid price. If the Town elects to void this Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

17. Confidentiality. The Town, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure. The Town will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Bidder or provide Bidder with notice or the time to obtain a protective order. The Town does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

18. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under this Agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Bidder shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Bidder of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Bidder may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

19. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

20. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee. The parties agree that all obligations of the parties are performable in Smyrna, Tennessee.

21. Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

TOWN OF SMYRNA, TENNESSEE	**BIDDER:**
By: _____	By: _____
Name: Mary Esther Reed	Title: _____
Title: Mayor	
ATTEST:	ATTEST:
_____	_____
Amber Hobbs, Town Clerk	

AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF_____ OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for _____;

2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of _____;

3. That the bidding entity employs no less than five (5) employees;

4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated.*

5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

_____
AFFIANT

SUBSCRIBED AND SWORN TO before me this _____day of _____, 20___.

_____
NOTARY PUBLIC

My Commission expires: _____

50-9-113. State and local government construction contracts.

(a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.

b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918,§§ 1,2.]

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractors, or Subcontractor on Town of Smyrna Construction Project,

_____

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;

3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the Town;

4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name _____ Date _____

Signature _____ Title _____

Printed or typed name and title

TOWN OF SMYRNA

TITLE VI COMPLIANCE SURVEY

The Town of Smyrna intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY _____

NAME OF OWNER/CONTRACTOR: _____

ADDRESS OF OWNER/CONTRACTOR: _____

COUNTY: _____

TYPE OF SERVICES PROVIDED: _____

CONTRACT: _____

OWNER/CONTRACTOR (Race/Gender)		EMPLOYEES (Number in each category)	
White Male	_____	White Males	_____
White Female	_____	White Females	_____
African-American Male	_____	African-American Males	_____
African-American Female	_____	African-American Females	_____
Hispanic Male	_____	Hispanic Males	_____
Hispanic Female	_____	Hispanic Females	_____
Native American Male	_____	Native American Males	_____
Native American Female	_____	Native American Females	_____
Asian-American Male	_____	Asian-American Males	_____
Asian-American Female	_____	Asian-American Females	_____
Other _____Male	_____	Other _____ Males	_____
Other _____Females	_____	Other _____ Females	_____

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction Project,

_____

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the Town of Smyrna:

2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;

3. If any person who contracts to supply goods or services to the Town of Smyrna or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the Town of Smyrna, the Town of Smyrna shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the Town of Smyrna for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the Town of Smyrna

Contractor's Name _____ Date _____

Signature _____ Title _____
Printed or typed name and title

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction Project:

_____

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Contractor's Name _____ Date _____

Signature _____ Title _____

Printed or typed name and title



AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20__, by and between Wiregrass Construction Company, Inc., a Alabama Corporation (the "Vendor") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of _____.

WHEREAS, the Vendor has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Request for Proposals attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the "RFP"), and which Proposal from the Vendor is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the "Quotation"); the RFP and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the "Bid Documents"; and

WHEREAS, the Town now desires to accept the Vendor's quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Vendor hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Vendor's quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omission of Vendor or third parties, whether negligent or otherwise.

5. Warranties. The Vendor warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. If it does not perform as warranted, Vendor shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written representations of Vendor. If Vendor cannot correct the product(s) within a reasonable period of time, Vendor shall refund the purchase price of the product(s). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Software Deadline, Testing and Acceptance: If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of this Agreement unless the parties, in writing, set a different specific date. In Addition, software provided by Vendor to The Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets The Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using The Town's data. The Town shall provide Vendor with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Vendor, the software shall be deemed to be accepted by The Town. If the software is rejected, The Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Vendor to repair or replace the software, without charge, in a timely manner. In the event The Town elects to allow the Vendor to repair or replace the software, The Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

7. Use of The Town's Logo or Name: Vendor shall not use The Town's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from The Town. Vendor shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of The Town.

8. Indemnification. The parties hereto agree that Vendor shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of this agreement, including any and all attachments or exhibits thereto and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of this Agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private of public entities and, therefore, prohibits an agreement by The Town to indemnify a third party or agree to a limitation of liability provision.

9. Non-Appropriation: Vendor acknowledges that The Town is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event The Town fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to The Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to The Town.

10. Tax Exemption: As a tax-exempt entity, The Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of The Town's tax exemption certificate and Vendor shall assume all liability for such taxes, if any, that should be incurred.

11. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Vendor may incur due to breach of this Agreement by either party; and further, The Town shall not acquiesce to any term in any document that indicates or infers The Town may or shall be responsible for the Attorney's fees of another party or the Vendor's attorney fees.

12. Boycott of Israel. The Vendor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

13. Failure to perform. The parties agree, in the event Vendor fails to perform any obligation, other than with regards to the date of delivery, set out in this Agreement, the Town shall be reimbursed by Vendor for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Vendor to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Vendor shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in this Agreement or other bid documents, all deliveries shall be made to the Town no later than ninety (90) days from the date of order. The parties further agree that if Vendor, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing this contract, then this entire Agreement shall be voidable at the sole discretion of the Town. Should the Town elect to void this Agreement due to Vendor's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing this Agreement to meet the delivery deadline, then neither party shall be deemed to have breached this Agreement, and Vendor shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time.

In addition to the foregoing remedies, and at the sole option of the Town, the Town is entitled to impose a set-off against payment if claims have been made the Town on account of Vendor's conduct in the performance of this Agreement, or the Town has incurred costs, losses, or damages on account of Vendor's conduct in the performance of this Agreement, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement and/or the Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the site of performance.

14. Unilateral Modification of Agreement Not Permitted: Vendor may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Agreement but shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Agreement to the contrary, any change to this Agreement made by Vendor that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by The Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Agreement.

15. Changes to Terms: Except as provided in Paragraph No. 13 above pertaining to Vendor's Privacy Policy, Vendor shall provide The Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to this Agreement at least ninety (90) days prior to being effective to The Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this

Agreement. Vendor will refund to The Town any payment made by The Town to Vendor equal to the difference between the number of months the payment was intended for and the number of months remaining on this Agreement that the fee was intended to cover.

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Vendor, specifically states that he, she or it cannot honor the bid price for the full term of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if at any time during the full term of this Agreement, Vendor requests to raise the bid price. If the Town elects to void this Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

17. Confidentiality. The Town, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure. The Town will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. The Town does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

18. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under this Agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

19. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

20. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee. The parties agree that all obligations of the parties are performable in Smyrna, Tennessee.

21. Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

VENDOR: Wiregrass Construction Company, Inc.

By: _____
Title: TN Area Manager

ATTEST:

_____
Pam Eatherly, Contract Administrator

AGREEMENT

This Agreement is made and entered into as of this 6th day of August, 20 25, by and between Vulcan Construction Materials, LLC, a Limited Liability Corporation (the "Vendor") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of 2025 Annual Asphalt Paving.

WHEREAS, the Vendor has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Request for Proposals attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the "RFP"), and which Proposal from the Vendor is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the "Quotation"); the RFP and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the "Bid Documents"; and

WHEREAS, the Town now desires to accept the Vendor's quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Vendor hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Vendor's quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omission of Vendor or third parties, whether negligent or otherwise.

5. Warranties. The Vendor warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. If it does not perform as warranted, Vendor shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written representations of Vendor. If Vendor cannot correct the product(s) within a reasonable period of time, Vendor shall refund the purchase price of the product(s). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Software Deadline, Testing and Acceptance: If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of this Agreement unless the parties, in writing, set a different specific date. In Addition, software provided by Vendor to The Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets The Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using The Town's data. The Town shall provide Vendor with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Vendor, the software shall be deemed to be accepted by The Town. If the software is rejected, The Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Vendor to repair or replace the software, without charge, in a timely manner. In the event The Town elects to allow the Vendor to repair or replace the software, The Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

7. Use of The Town's Logo or Name: Vendor shall not use The Town's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from The Town. Vendor shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of The Town.

8. Indemnification. The parties hereto agree that Vendor shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of this agreement, including any and all attachments or exhibits thereto and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of this Agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private of public entities and, therefore, prohibits an agreement by The Town to indemnify a third party or agree to a limitation of liability provision.

9. Non-Appropriation: Vendor acknowledges that The Town is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event The Town fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to The Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to The Town.

10. Tax Exemption: As a tax-exempt entity, The Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of The Town's tax exemption certificate and Vendor shall assume all liability for such taxes, if any, that should be incurred.

11. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Vendor may incur due to breach of this Agreement by either party; and further, The Town shall not acquiesce to any term in any document that indicates or infers The Town may or shall be responsible for the Attorney's fees of another party or the Vendor's attorney fees.

12. Boycott of Israel. The Vendor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

13. Failure to perform. The parties agree, in the event Vendor fails to perform any obligation, other than with regards to the date of delivery, set out in this Agreement, the Town shall be reimbursed by Vendor for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Vendor to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Vendor shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is

provided in this Agreement or other bid documents, all deliveries shall be made to the Town no later than ninety (90) days from the date of order. The parties further agree that if Vendor, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing this contract, then this entire Agreement shall be voidable at the sole discretion of the Town. Should the Town elect to void this Agreement due to Vendor's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing this Agreement to meet the delivery deadline, then neither party shall be deemed to have breached this Agreement, and Vendor shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time.

In addition to the foregoing remedies, and at the sole option of the Town, the Town is entitled to impose a set-off against payment if claims have been made the Town on account of Vendor's conduct in the performance of this Agreement, or the Town has incurred costs, losses, or damages on account of Vendor's conduct in the performance of this Agreement, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement and/or the Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the site of performance.

14. Unilateral Modification of Agreement Not Permitted: Vendor may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Agreement but shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Agreement to the contrary, any change to this Agreement made by Vendor that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by The Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Agreement.

15. Changes to Terms: Except as provided in Paragraph No. 13 above pertaining to Vendor's Privacy Policy, Vendor shall provide The Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to this Agreement at least ninety (90) days prior to being effective to The Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Vendor will refund to The Town any payment made by The Town to Vendor equal to the difference between the number of months the payment was intended for and the number of months remaining on this Agreement that the fee was intended to cover.

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Vendor, specifically states that he, she or it cannot honor the bid price for the full term

of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if at any time during the full term of this Agreement, Vendor requests to raise the bid price. If the Town elects to void this Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

17. Confidentiality. The Town, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure. The Town will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. The Town does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

18. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under this Agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

19. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

20. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee. The parties agree that all obligations of the parties are performable in Smyrna, Tennessee.

21. Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

22. Secondary Contract Bidder. The Bidder acknowledges and agrees that it has been designated as the Secondary Contract Bidder pursuant to Section II,

Paragraph 13 of the Bid Document. The Town shall distribute work to the Secondary Contract Bidder in accordance with the provisions set forth in the METHOD OF AWARD section of the Bid Document. The Bidder shall perform its obligations under this Agreement in accordance with such distribution of work as determined by the Town.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

VENDOR:

By: _____
Title: VP/GM VMC Board. Mgr Mbr

ATTEST:

Donald Looney
Estimator

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.f.
Department: Public Works
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with S&W Contracting Co, LLC. for Yellow Turn Arrow installation and Traffic Signal Back Plate Installation.

Fiscal Impact:
2025-2026 FY

Contract Type:
Original Contract

Contract Term (if applicable):
See attached contract.

Background:
This is a continuation of previous years to install flashing yellow turn arrows. This year it includes adding backplates around traffic signal heads at certain intersections.

Summary:
Installation of Yellow Permissive Arrow at the following intersections:
Almaville @ Morton
Almaville @ Poplar Wood
Almaville @ Midway
Almaville @ I-24 EB
Almaville @ I-24 WB
Lee Victory @ Bulldog
Rock Springs @ Stonecrest
Rock Springs @ Isabella
Enon Springs @ Hazelwood
Weakley @ Swan

Total: $122,100 - Budget $80,000 There are 6 remaining intersections. These should be completed next fiscal year (26-27).

Installation of Traffic Signal Backplates at the following intersections:
Almaville @ Morton Almaville @ Poplar Wood

Almaville @ Midway
Almaville @ I-24 EB
Almaville @ I-24 WB
Lee Victory @ Bulldog
Rock Springs @ Waldron
Rock Springs @ Stonecrest
Rock Springs @ Isabella
Enon Springs @ Hazelwood
Enon Springs @ Chevy Chase
Enon Springs @ Gate 9
Weakley @ Swan

Total: $28,125 - Budget $75,000 We will work with Finance to transfer $46,000 from the Backplate CIP Project to the Yellow Permissive Arrow CIP Project budget.

Recommended Council Action:
Staff recommends the Town Council approve the Mayor to enter into a contract with S&W Contracting Co, LLC.

Attachments:
1. 2025_Bid Tabulation for Traffic Signal Modifications
2. 2025_Bid Tabulation for Addition of Pelco Blackplates
3. S & W Contracting Co LLC

TOWN OF SMYRNA TRAFFIC SIGNAL MODIFICATIONS BID TAB
JULY 16, 2025 @ 10:00AM

LOCATION	Stansell Electric Company Inc	S & W Contracting Co. LLC					
1. Almaville @ Morton	$14,400.00	$12,750.00					
2. Almaville @ Poplar Wood	$11,300.00	$9,450.00					
3. Almaville @ Midway	$10,500.00	$9,550.00					
4. Almaville @ I-24 EB Ramp	$15,800.00	$9,250.00					
5. Almaville @ I-24 WB Ramp	$15,800.00	$9,250.00					
6. Lee Victory @ Bulldog	$11,900.00	$9,450.00					
7. Rock Springs @ Waldron	$26,400.00	$21,800.00					
8. Rock Springs @ Stonecrest	$8,400.00	$9,450.00					
9. Rock Springs @ Isabella	$26,500.00	$21,800.00					
10. Enon Springs @ Hazelwood	$24,800.00	$18,400.00					
11. Enon Springs @ Chevy Chase	$7,200.00	$7,150.00					
12. Enon Springs @ Gate 9	$12,300.00	$8,950.00					
13. Weakley @ Swan	$14,400.00	$12,750.00					
SUB TOTAL LUMP SUM COST	$199,700.00	$160,000.00					

TOWN OF SMYRNA TRAFFIC SIGNAL MODIFICATIONS-ADDITION OF BACKPLATE BID TAB
JULY 16, 2025 @ 10:00AM

LOCATION	Stansell Electric Company Inc.	S & W Contracting Co. LLC					
1. Almaville Road @ Morton Road	$11,200.00	$2,400.00					
2. Almaville Road @ Poplar Wood Road	$9,200.00	$2,000.00					
3. Almaville Road @ Midway Lane	$12,900.00	$2,000.00					
4. Almaville Road @ I-24 EB Ramp	$12,100.00	$2,400.00					
5. Almaville Road @ I-24 WB Ramp	$11,800.00	$2,000.00					
6. Lee Victory @ Bulldog	$11,800.00	$2,000.00					
7. Rock Springs @ Waldron	$13,200.00	$1,600.00					
8. Rock Springs @ Stonecrest	$9,700.00	$2,425.00					
9. Rock Springs @ Isabella	$13,200.00	$1,600.00					
10. Enon Springs @ Hazelwood	$18,000.00	$2,450.00					
11. Enon Springs @ Chevy Chase	$11,800.00	$3,225.00					
12. Enon Springs @ Gate 9	$11,200.00	$1,625.00					
13. Weakley @ Swan	$11,200.00	$2,400.00					
SUB TOTAL LUMP SUM COST	$157,300.00	$28,125.00					
GRAND TOTAL LUMP SUM COST	$357,000.00	$188,125.00					

LOCATION	Stansell Electric Company Inc.	S & W Contracting Co. LLC					

LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations to modify intersections from permissive green to Flashing Yellow Arrow (FYA) based on TDOT Standard Details T-SG. Bidders shall submit sealed proposals in the format specified in the Invitation to Submit Quotations no later than **10:00 a.m. CST on July 16, 2025** at which time proposals will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Sierra Lowry
Smyrna Town Hall
Sealed Bid on Signal Modification / July 16, 2025 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

Verbal quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. The Town may select all intersections for improvement or pick certain ones based on bids received and budget allocated for the project.

All Bidders must be licensed Contractors in the State of Tennessee in strict accordance with State regulations. Bidders shall place their bid in an envelope showing the bidder's name, license number, expiration, and that part of classification applying to the bid in accordance with Tennessee Contractor's License Law Section 62-6-119. Please refer to State Licensing Board https://www.tn.gov/commerce/regboards/contractor for all applicable licensing laws.

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

SUBMITTED BY: Sierra Lowry
Finance Director

TO BE RUN: JULY 1, 2025

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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires quotations on the modification of traffic signals from permissive green to Flashing Yellow Arrow (FYA) based on TDOT standard details T-SG.

Questions should be directed to Tom Rose, Public Works Director, Office (615) 459-9742 extension 2163 or E-mail: tom.rose@townofsmyrna.org.

B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.

C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.

D. Section II, III, IV, and Required Forms shall be completed and included as an integral part of each bidder's proposal.

E. Successful bidder will be expected to enter into a contract Agreement with the Town of Smyrna. Agreement shall be signed and attested (but not dated) by the proper business representative and submitted with the bid proposal.

F. Freight shall be paid by vendor and should be included in unit price bid.

G. The Town is a tax-exempt organization.

H. Mail is delivered after 11:00 a.m. Monday through Friday.

I. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.

J. Bid quotations ***must*** be submitted on the Town's quotation page(s). No exceptions.

K. By submission of this bid, each bidder/proposer and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran Divestment Act. State of TN_Debarred_Vendors.pdf

SECTION II - SPECIFICATIONS FOR TRAFFIC SIGNAL MODIFICATIONS

SCOPE OF WORK:
This project is to modify existing traffic signals from permissive green to Flashing Yellow Arrow (FYA) based on current TDOT standard details T-SG and the current version of the Road and Bridge Manual. The list of intersections is provided below.

1) Almaville @ Morton
2) Almaville @ Poplar Wood
3) Almaville @ Midway
4) Almaville @ I-24 EB Ramp
5) Almaville @ I-24 WB Ramp
6) Lee Victory @ Bulldog
7) Rock Springs @ Waldron
8) Rock Springs @ Stonecrest
9) Rock Springs @ Isabella
10) Enon Springs @ Hazelwood
11) Enon Springs @ Chevy Chase
12) Enon Springs @ Gate 9
13) Weakley @ Swan

As a separate bid item, the Town of Smyrna desires quotations to add Pelco Aeroflex backplates to existing traffic signals at the following intersections:

1) Almaville @ Morton
2) Almaville @ Poplar Wood
3) Almaville @ Midway
4) Almaville @ I-24 EB Ramp
5) Almaville @ I-24 WB Ramp
6) Lee Victory @ Bulldog
7) Rock Springs @ Waldron
8) Rock Springs @ Stonecrest
9) Rock Springs @ Isabella
10) Enon Springs @ Hazelwood
11) Enon Springs @ Chevy Chase
12) Enon Springs @ Gate 9
13) Weakley @ Swan

GENERAL REQUIREMENTS

1. Contractor is responsible for locating all utilities in the work area and is responsible for repair to any damaged utilities or facilities.
2. Vendor / Contractor is responsible for clean-up of any debris or damage from their work on the project.
3. The Director of Public Works or his designee will perform final inspection before last invoice is paid. Any problems will be communicated to the contractor.
4. Budget restraints will determine number of items purchased.

CONSTRUCTION TO INCLUDE:

A. Modifications to traffic signal cabinet
B. Installation of traffic signals with signal wire

C. Traffic control
D. Backplate installation

EXCLUDED FROM PROJECT:

A. Layout engineering
B. Asphalt and concrete work
C. Permits
D. Electrical service connection

QUALITY ASSURANCE

A. Fabricate members in accordance with standard industry practice.

QUALIFICATIONS

A. Contractor shall have proper licensing for work
B. Contractor shall be responsible for all materials, whether furnished by himself or a subcontractor, and proper storage of the same.

REGULATORY REQUIREMENTS

A. Contractor shall be responsible for compliance with all applicable building codes and ordinances covering the work.
B. Contractor shall cooperate with regulatory agencies or authorities to provide data as requested.

PRE-CONSTRUCTION MEETING

A. The meeting will convene no later than one week prior to commencing work.

FIELD MEASUREMENTS

A. Field measurements shall be taken to verify that components match MTE details. Pole Locations will be staked by MTE.

CERTIFICATIONS

A. Certifications shall be tendered upon request.

WARRANTY

A. No Warranty is Required, but a MTE Final Approval Inspection is required.

BONDS- The successful contractor shall furnish 100% surety bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bond must be written by a surety or insurance company listed on the U.S. Department of the Treasury financial management service list of approved bonding companies at the time the bond is provided. The surety or insurance company must be licensed to do business as a surety or insurer with the State of Tennessee. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

BID AWARD- The Town will award a contract to the lowest grand total cost for 13 intersections listed on page 10.

LIQUIDATED DAMAGES:

Owner and contractor recognize that time is of the essence of this agreement. Work is to be completed by the number of days stated on the Price Quotation page or agreed upon a date between the contractor and the Town. Bidders must agree to pay $200 per day each calendar day thereafter. Acts of God, unusual weather, etc. will be coordinated between the contractor and the Town. The Town will be the sole judge as to whether the work has been completed within the allotted time.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of $500,000 per accident/per disease/per employee.

2. **Commercial General Liability**
   Commercial General Liability insurance shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired, borrowed and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
   a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.

   b. The Contractor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

   The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the Town of Smyrna.

3. All Coverages

   a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

   b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

   c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.

   d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.

   e. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Contractor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.**

Upon failure of the Contractor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

The Certificate of Insurance naming the "Town of Smyrna" as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Henry Urbina
315 S Lowry St
Smyrna, TN 37167

It can also be submitted electronically to henry.urbina@townofsmyrna.org. The subject line has to indicate the name of the project.

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Contractor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Contractor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in Contractor's performance of this Agreement.

The contractor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of

action of any kind of character, including the cost of their defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the contractor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

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

APPLICABLE LAW:

Any contract resulting from this ISQ shall be governed by and construed under the laws of the State of Tennessee.

SMYRNA BUSINESS LICENSE

Compensation of more than $100,000 from contracts performed in one county by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that county and the tax from such contracts will be distributed to that county. Compensation of $100,000 or less from contracts performed in one county by such person will be sourced to the county of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will be earmarked and allocated to the state's general fund.

For purposes of distribution of the municipal business tax provided for in Tenn. Code Ann. § 67-4-705, receipts will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located. Receipts from sales made by persons operating from an established physical location, outlet, or other place of business in one municipality who extend their operations outside the boundaries of the municipality without establishing a physical location, outlet, or place of business outside the boundaries of the municipality will be sourced to the municipality in which the person's established physical location, outlet, or other place of business is located.

If the person has no established physical location, outlet, or other place of business in the state, then such receipts will not be subject to the municipal business tax. Receipts from all taxable sales of any services or tangible personal property by a provider of video programming services will be sourced to the municipality where the property or service is received by the customer regardless of whether or not the provider has a physical location, outlet, or other place of business in that municipality.

Compensation of more than $100,000 from contracts performed in one municipality by a contractor described in Tenn. Code Ann. § 67- 4-708(4)(A) will be sourced to that municipality and the tax from such contracts will be distributed to that municipality. Compensation of $100,000 or less from contracts performed in one municipality by such person will be sourced to the municipality of the person's domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will not be subject to the municipal business tax. (*From Tennessee Business Tax Guide/ Tenn. Dept. of Revenue 2019*; *See also, Tennessee Works Tax Act (2023), Public Chapter 377, 2023 Session of the 113th General Assembly)*

SECTION III -A – PRICE QUOTATION FOR TRAFFIC SIGNAL MODIFICATIONS

ITEM #	LOCATION	LUMP SUM COST
1	Almaville @ Morton	12,750.00
2	Almaville @ Poplar Wood	9,450.00
3	Almaville @ Midway	9,550.00
4	Almaville @ I-24 EB Ramp	9,250.00
5	Almaville @ I-24 WB Ramp	9,250.00
6	Lee Victory @ Bulldog	9,450.00
7	Rock Springs @ Waldron	21,800.00
8	Rock Springs @ Stonecrest	9,450.00
9	Rock Springs @ Isabella	21,800.00
10	Enon Springs @ Hazelwood	18,400.00
11	Enon Springs @ Chevy Chase	7,150.00
12	Enon Springs @ Gate 9	8,950.00
13	Weakley @ Swan	12,750.00
	SUB-TOTAL FOR ALL INTERSECTIONS	$160,000.00

SECTION III – B - PRICE QUOTATION FOR ADDITION OF PELCO BACKPLATES

ITEM #	LOCATION	LUMP SUM COST
1	Almaville @ Morton	2,400.00
2	Almaville @ Poplar Wood	2,000.00
3	Almaville @ Midway	2,000.00
4	Almaville @ I-24 EB Ramp	2,400.00
5	Almaville @ I-24 WB Ramp	2,000.00
6	Lee Victory @ Bulldog	2,000.00
7	Rock Springs @ Waldron	1,600.00
8	Rock Springs @ Stonecrest	2,425.00
9	Rock Springs @ Isabella	1,600.00
10	Enon Springs @ Hazelwood	2,450.00
11	Enon Springs @ Chevy Chase	3,225.00
12	Enon Springs @ Gate 9	1,625.00
13	Weakley @ Swan	2,400.00
	SUB-TOTAL FOR ALL INTERSECTIONS	$28,125.00

GRAND TOTAL SECTION III A AND SECTION III B $188,125.00

NUMBER OF DAYS TO COMPLETE JOB FROM NOTICE TO PROCEED 180

AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20___, by and between _____, a _____ _____ (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of _____.

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the "ISQ"), and which Proposal from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the "Quotation"); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the "Bid Documents"; and

WHEREAS, the Town now desires to accept the Bidder's quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder's quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. If it does not perform as warranted, Bidder shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written representations of Bidder. If Bidder cannot correct the product(s) within a reasonable period of time, Bidder shall refund the purchase price of the product(s). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Software Deadline, Testing and Acceptance: If applicable to the Agreement, software provided by Bidder shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of this Agreement unless the parties, in writing, set a different specific date. In Addition, software provided by Bidder to The Town is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets The Town's needs. The Town shall have seven (7) business days after the software is installed to perform testing of the software using The Town's data. The Town shall provide Bidder with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the Town does not provide timely written notice of acceptance or rejection to Bidder, the software shall be deemed to be accepted by The Town. If the software is rejected, The Town may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Bidder to repair or replace the software, without charge, in a timely manner. In the event The Town elects to allow the Bidder to repair or replace the software, The Town shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

7. Use of The Town's Logo or Name: Bidder shall not use The Town's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from The Town. Bidder shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of The Town.

8. Indemnification. The parties hereto agree that Bidder shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Bidder in the performance of their obligations under the terms of this agreement, including any and all attachments or exhibits thereto and Bidder agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of this Agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private of public entities and, therefore, prohibits an agreement by The Town to indemnify a third party or agree to a limitation of liability provision.

9. Non-Appropriation: Bidder acknowledges that The Town is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under its authority. In the event The Town fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to The Town, and such termination shall not be a breach of the Agreement, and any unused payment made to Bidder shall be returned to The Town.

10. Tax Exemption: As a tax-exempt entity, The Town shall not be responsible for sales or use taxes incurred for products or services. The Town shall supply Bidder with its Sales and Use Tax Exemption Certificate upon Bidder's request. Bidder shall bear the burden of providing its suppliers with a copy of The Town's tax exemption certificate and Bidder shall assume all liability for such taxes, if any, that should be incurred.

11. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Bidder may incur due to breach of this Agreement by either party; and further, The Town shall not acquiesce to any term in any document that indicates or infers The Town may or shall be responsible for the Attorney's fees of another party or the Bidder's attorney fees.

12. Boycott of Israel. The Bidder certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

13. Failure to perform. The parties agree, in the event Bidder fails to perform any obligation, other than with regards to the date of delivery, set out in this Agreement, the Town shall be reimbursed by Bidder for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the Town would have paid to Bidder to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Bidder shall have fifteen (15) business days after receipt of written notice from the Town to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in this Agreement or other bid documents, all deliveries shall be made to the Town no later than ninety (90) days from the date of order. The parties further agree that if Bidder, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing this contract, then this entire Agreement shall be voidable at the sole discretion of the Town. Should the Town elect to void this Agreement due to Bidder's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing this Agreement to meet the delivery deadline, then neither party shall be deemed to have breached this Agreement, and Bidder shall return all monies, within seven (7) business days, paid by the Town for the products/items that could not be delivered in the allotted time.

14. Unilateral Modification of Agreement Not Permitted: Bidder may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Agreement but shall not materially alter the use of the service or reduce the level of protection provided to the Town at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Agreement to the contrary, any change to this Agreement made by Bidder that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by The Town's Clerk and approved as to form by the Town Attorney are subject to the terms and conditions of this Agreement.

15. Changes to Terms: Except as provided in Paragraph No. 13 above pertaining to Bidder's Privacy Policy, Bidder shall provide The Town written notice, sent in care of Town Attorney's Office, Smyrna, Tennessee, 315 South Lowry Street, Tennessee 37167, of any proposed change to this Agreement at least ninety (90) days prior to being effective to The Town. The Town shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Bidder will refund to The Town any payment made by The Town to Bidder equal to the difference between the number of months the payment was intended for and the number of months remaining on this Agreement that the fee was intended to cover.

16. Price Assurance: Unless specifically stated in this Agreement or other bid documents, the bid price shall be valid for the full term of this Agreement. If the Bidder, specifically states that he, she or it cannot honor the bid price for the full term of this Agreement; then this Agreement is voidable at the sole discretion of the Town, if at any time during the full term of this Agreement, Bidder requests

to raise the bid price. If the Town elects to void this Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

17. Confidentiality. The Town, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure. The Town will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Bidder or provide Bidder with notice or the time to obtain a protective order. The Town does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

18. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under this Agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Bidder shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Bidder of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Bidder may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

19. No Presumption Against Drafter: The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

20. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee. The parties agree that all obligations of the parties are performable in Smyrna, Tennessee.

21. Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

TOWN OF SMYRNA, TENNESSEE

By: _____
Name: Mary Esther Reed
Title: Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

BIDDER:

By: _____
Title: _____

ATTEST:

_____

TOWN OF SMYRNA

TITLE VI COMPLIANCE SURVEY

The Town of Smyrna intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY: S3W Contracting Co., LLC

NAME OF OWNER/CONTRACTOR: Richie Boffin

ADDRESS OF OWNER/CONTRACTOR: 952 New Salem Rd, Murfreesboro, TN 37129

COUNTY: Rutherford

TYPE OF SERVICES PROVIDED: Electrical - Traffic Signal Modification

CONTRACT: Mitch Arnold - Senior Traffic Manager - cell 615-207-3327
marnold@s3wcontracting.com

OWNER/CONTRACTOR
(Race/Gender)

White Male	✓
White Female	
African-American Male	
African-American Female	
Hispanic Male	
Hispanic Female	
Native American Male	
Native American Female	
Asian-American Male	
Asian-American Female	
Other _____ Male	
Other _____ Females	

EMPLOYEES
(Number in each category)

White Males	93
White Females	9
African-American Males	8
African-American Females	
Hispanic Males	17
Hispanic Females	3
Native American Males	
Native American Females	
Asian-American Males	2
Asian-American Females	
Other _____ Males	
Other _____ Females	

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-DISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project,

S3W Contracting Co, LLC

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification, if awarded a contract for this project, agrees in performance of work:

2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, religion, sex, national origin, age, or disability:

3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the Town;

4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name Taylor Bolin Date 07/16/25

Signature Taylor Bolin Title Vice President

Printed or typed name and title

AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF Rutherford OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for S&W Contracting Co, LLC;
2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of Signal Modification;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated.*
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

Zayn Bain
AFFIANT

SUBSCRIBED AND SWORN TO before me this 16 day of July, 2025.

NANCY MACHELLE SWAFFORD STATE OF TENNESSEE NOTARY PUBLIC My Commission Expires on 12/02/2028 RUTHERFORD COUNTY

Nancy Machelle Swafford
NOTARY PUBLIC

My Commission expires: 12/02/28

50-9-113. State and local government construction contracts.

(a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.

(b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918,§§ 1,2.]

TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction Project,

S3W Consulting Co, LLC

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the Town of Smyrna:

2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;

3. If any person who contracts to supply goods or services to the Town of Smyrna or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the Town of Smyrna, the Town of Smyrna shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the Town of Smyrna for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the Town of Smyrna

Contractor's Name Taylor Bolin Date 07/16/25

Signature [signature] Title Vice President

Printed or typed name and title

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the Traffic Signal Modifications and addition of backplates shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this ISQ. Bidders should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section	Brief Description
N/A	N/A

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ISQ not noted above.

S&W Contracting Co., LLC
COMPANY

615-893-2511 EXT 107
TELEPHONE NUMBER

Mitch Arnold
REPRESENTATIVE NAME

Senior Traffic Manager
REPRESENTATIVE TITLE

Mitch Arnold
SIGNATURE

marnold@sandwcontracting.com
E-MAIL ADDRESS

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.g.
Department: Public Works
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute a contract with CMT to design a sidewalk along Pioneer Drive from Old Nashville Highway to Pioneer Park.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
In talking to Mike Moss, we would like to provide connectivity from sidewalks along ONH to Pioneer Park. This contract includes limited survey and design for a sidewalk and drainage.

Recommended Council Action:
Public Works Department recommends the Council approve the Mayor to sign the contract.

Attachments:
1. CMT Sidewalks Pioneer Park

2025 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between the Town of Smyrna, whose address is 315 South Lowry Street Smyrna, TN 37167, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 109 Westpark Dr Suite 340 Brentwood, TN 37027, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Professional engineering services in accordance with Exhibit "A".

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

☒ On a time and expense basis to a Not to Exceed of $5,760 in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

☒ At the lump sum amount of $70,740

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 10th day of July, 2025.

CLIENT:	**ENGINEER:**
Town of Smyrna	**CRAWFORD, MURPHY & TILLY, INC.**
(Client Name)	
	William L. Bailey, Jr.
(Signature)	(Signature)
	William L. Bailey Jr. PE, SE, CEO
(Name and Title)	(Name and Title)
	7/10/2025
Date	Date

CMT Job No. TBD

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed $50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of $50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT, ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2025

Classification	Regular Rate
Senior Principal 2	$ 350
Senior Principal	$ 325
Principal	$ 310
Senior Specialty Engineer 2 Senior Structural Engineer 2 Senior Planner 2 Senior Specialty Professional 2 Senior Civil Engineer 2	$ 290
Senior Environmental Scientist 2 Project Manager Senior Architect 2 Senior Structural Engineer	$ 250
Senior Civil Engineer Senior Environmental Scientist Senior Specialty Professional	$ 235
Senior Administrative Specialist Senior Technician 2	$ 200
Senior Technician	$ 190
Project Environmental Scientist Project Civil Engineer Project Specialty Engineer Project Structural Engineer	$ 185
Project Planner Project Specialty Professional Civil Engineer Specialty Engineer Structural Engineer	$ 180
Administrative Specialist Specialty Professional Planner Project Technician	$ 160
Architect	$ 150
Environmental Scientist Technician	$ 135
Admin/ Admin Coordinator	$ 110

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2026.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

General Description

The Town of Smyrna has identified a need to provide a sidewalk connection along Pioneer Drive from the intersection of Old Nashville Highway to Pioneer Park (distance of about 1000 feet). Generally, the scope of the project would be an ADA compliant sidewalk, curb ramps, curbs, roadside grading and incidental drainage modifications.

Scope of Services

CMT will complete the scope of services associated with the following tasks: sidewalk design, drainage design, and construction phase services. GIS topographic survey and parcel information will be provided by Smyrna. CMT proposes to complete Tasks 1 and 2 on a lump sum compensation for $70,740. Task 3 will be completed on an hourly rate compensation per the attached rate schedule for a not to exceed of $5,760. The total contract amount is proposed at $76,500.

The scope will generally follow the outline below:

1. **Task 1 – Administration**
   a. Attend calls, meetings, and on-site field checks
   b. Quality reviews
   c. Develop and review monthly progress reports and invoices
2. **Task 2 – Roadway Plan Preparation**
   a. Data Collection
      i. Process and review GIS-based data provided by Smyrna
      ii. Supplement with field collected data
   b. Preliminary Plans Review Submission (40% Complete)
      i. Initial sidewalk layout
      ii. Initial drainage layout
      iii. Preliminary ADA ramp detailing
      iv. Preliminary construction phasing plan
      v. Cost estimate
   c. Pre-Final Review Submission (95% Complete)
      i. Final sidewalk layout
      ii. Final drainage and ADA ramp detailing
      iii. Final construct phasing plan
      iv. Layout of erosion and sediment control
      v. Delineate areas where rights-of-entry may be needed
      vi. Cost estimate
   d. Final Review Submission (100% Complete)
      i. Sealed and sign plans, estimate, and specifications
3. **Task 3 – Construction Phase Services**
   a. Attend preconstruction meeting

b. Respond to requests for information
c. Attend construction meetings

The following assumptions were made when preparing the Scope of Work. Any revisions to these assumptions may necessitate an amendment or supplement to the agreement.

- Drawings will utilize publicly available aerials and GIS information for the design. CMT will collect data using GPS instruments for field information that is needed. A topographic survey is not included in the scope.
- No public information meetings
- No utility coordination outside of collecting one-call locates
- No right-of-way acquisitions or engineering
- No construction inspection services
- No geotechnical investigations
- No bidding services

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.h.
Department: Utilities
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, the ESource System Leak Survey & Annual Information Report.

Fiscal Impact:
$102,400 - The leak survey portion of the agreement ($92,400) is approved in the FY26 Budget and the Annual Information Report is an additional $10,000.

Contract Type:
Professional Services Contract

Contract Term (if applicable):
To be completed during FY26 budget

Background:
ESource performed a system leak survey for the water department in FY25 which resulted in a significant number of leaks being identified and subsequently repaired. They did an outstanding job on leak detection and worked extremely well with not only management, but field staff as well. Detailed progress meetings were held with ESource providing valuable insight and recommendations. ESource also provided insight and recommendations in assistance with the Annual Information Report required by the Comptroller of the State of Tennessee.

Summary:
Work with ESource again in FY26 on system leak survey and AIR report.

Recommended Council Action:
Staff recommends approval of the professional services contract with ESource.

Attachments:
1. ESource System Proposal







Source

Proposal for

TOWN OF SMYRNA TENNESSEE 1869

Water Loss Management Services



July 2025

Submitted by:
E Source Companies LLC

E Source
POWERING WHAT'S NEXT

1-800-ESOURCE esource@esource.com www.esource.com 1745 38th St, Boulder, CO 80301

July 11, 2025

Mr. Mark Parker, PE
Assistant Director of Utilities
Town of Smyrna
Via email: mark.parker@townofsmyrna.org

RE: Proposal for Water Loss Management Services

Dear Mr. Parker:

E Source Companies ("E Source"), the leading solver of problems facing electric, gas, and water utilities and municipalities, is pleased to provide this proposal to the Town of Smyrna for Water Loss Management Services. E Source offers a broad portfolio of customer-first and technology-driven solutions to help utilities effectively manage the customer and infrastructure sides of their businesses reliably, efficiently, safely, and sustainably.

E Source's Water Loss Consulting team focuses solely on water loss management, enabling us to provide the industry's best water loss control expertise to the City. Our unique blend of unparalleled utility operational technology consulting expertise coupled with exceptional industry-leading non-revenue water management expertise is unmatched by any other firm. We have worked with 100s of utilities across the United States to compile and validate water audits, design water loss control strategies, conduct leak detection surveys, and evaluate meter accuracy. Our expertise extends to every element of implementing water loss control programs.

Our goal is to provide water loss control services that save water and money and equip our clients to better manage their water losses. We are proud to have been a part of Smyrna's water loss control efforts to date and look forward to the chance to support the next phase of work.

We appreciate the opportunity to submit this proposal and thank you in advance for your consideration of our capabilities. We will be pleased to provide any further information and hope to hear from you soon.

Sincerely,

Reinhard Sturm, Senior Vice President
Water Loss Consulting

Isabel Szendrey, Director
Water Loss Consulting

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Background

E Source has been assisting the Town of Smyrna (Smyrna) with their water loss management efforts since 2023 when we completed a detailed water loss assessment. Based on the findings of that assessment and subsequent work, E Source proposes the scope of services presented in this proposal with the aim of assisting Smyrna with their water loss reduction efforts and compliance with state reporting requirements.

In accordance with Tenn. Code Ann. § 7-82-707, publicly owned water, wastewater, and gas utility systems are required to file an annual report with the TBOUR. This report includes volumes of water produced, purchased, and sold to customers, among other information. These values are then used by TBOUR to calculate a water loss percentage for the utilities. Utilities reporting water loss levels above 40% will be referred to the TBOUR for excessive water loss.

Given the importance of accurate reporting for compliance with TBOUR's water loss requirements and the potential impact on Smyrna, it is critical to ensure the accuracy of the reported numbers. The work proposed here will assist Smyrna with the compilation of the Annual Information Report (AIR) and with maintaining water loss levels below the required threshold.

Qualifications

From primary research, consulting, and operational data systems selection and implementation expertise to breakthrough predictive data science services and AI applications, E Source enables energy and water utilities to collect, enhance, and use data to transform their operations and solve their sustainability, safety, reliability, equity, and cost challenges. With hundreds of clients, an exclusive focus on utilities spanning 35 years, and a growing arsenal of data-driven solutions, E Source brings to each engagement an unrivaled understanding of what works and how to implement it, increasing speed to value.

The E Source Water Loss Consulting (WLC) Division provides a range of services, from water loss audits and water loss control programs to data analytics, feasibility studies, strategic plans, business cases, vendor selections, field services, and all phases of the system implementation life cycle. We offer significant innovation, expertise, and experience to our customers.

E Source WLC's water loss excellence has been recognized by many industry stakeholders, including the American Water Works Association (AWWA) and the Water Research Foundation (WEF), as well as dozens of water utility managers nationwide. For nearly 20 years, utilities and professional drinking water association have looked at E Source WLC to define best practices for water loss analysis, control, and management; implement proven interventions against water loss; pioneer new methodologies; and galvanize regional cooperation.

Figure 1. E Source Water Loss Consulting's Metrics

The North American Industry Leader in Water Loss Management	
Taught **2,000** drinking water professionals about best-practice water loss analysis and control methodology	**Leadership team average** **14** years of water loss control experience
Performed or validated **600+** water audits to the level-1 standard and dozens more beyond	**Advised regulatory & water management agencies in** **9** states, plus Puerto Rico, Guam, and the EPA, both nationally and regionally
Developed **70+** comprehensive non-revenue water programs for water utilities nationwide	**Led** **5** AWWA committees at the national & state level
Surveyed **17,200+** miles of water mains in the last 5 years to locate non-surfacing leaks	**Performed** **150** in situ source meter tests to determine meter accuracy
Conducted **6** comprehensive pressure studies to discover transients and other operational anomalies	**Running and monitoring** **35+** district metered areas to quickly detect and correct increases in losses

We have worked with more than 100 utilities nationwide to compile and validate detailed water audits. With most of these partners, our work has moved beyond water loss analysis to establish water loss control programs that save water and money. In each of these projects, we established a nuanced understanding of each system's unique water loss profile, gained an appreciation for the strengths and uncertainties of each utility's data sources, and developed customized action plans that concretely improve system management and financial viability. In addition to developing comprehensive water loss control strategies, we also have a great deal of experience implementing these strategies to reduce water loss. Our recommendations are always informed by a detailed review of our clients' unique circumstances, characteristics, practices, and culture.

Over the last 5 years, our leak detection team has reported over 3,300 leaks throughout the 17,200 miles of pipelines that they have surveyed at 26 different water distribution systems. Our technicians focus exclusively on leak detection and bring extensive training and experience to every project. They are highly skilled in using a wide range of tools and acoustic equipment to pinpoint non-surfacing leaks under diverse and often challenging conditions. They have expertise performing leak detection on a variety of pipe materials in systems with high and low levels of leakage throughout Tennessee, among other US states, Canada, and Puerto Rico.

The E Source customer service philosophy is to work on your behalf, "as an extension of your staff," ensuring your interests are the primary focus throughout the effort.

Our expertise also includes developing proprietary water loss analysis tools and applications, including Leak Scenario Builder, our multi-agent simulation to systematically explore leakage control strategies for water distribution systems. Our modeling approach seeks to provide actionable recommendations to conserve water and save money while acknowledging uncertainty. We calibrate the leak scenario builder with system-specific data to provide insight into three core elements of leakage management: estimating impact on loss rates, anticipating required level of effort, and evaluating cost effectiveness.

Our mission is to ensure a high-quality delivery that meets your needs, budget, and schedule. We are extremely proud of our capabilities and are 100% confident we can achieve your project goals. We work as an extension of your staff—Our philosophy in providing services for our clients is to work side-by-side with your team, providing the needed expertise and experience to achieve the most successful outcomes. We have many personnel that have worked for municipal utilities and, as such, our experience and understanding covers all sides of the table. This is key in fostering the best possible working environment.

Scope of Work

E Source proposes the following Scope of Work:

Task 1: Assistance with Annual Information Report

E Source will perform the following tasks to assist Smyrna with the AIR:

Task 1.1: Calculation of Values

For each field below, E Source will review available raw and summarized data sources to determine and confirm the annual values:

- Water Supplied and Purchased (in million gallons)
- Water Sold (in million gallons)
- Net Water Sales (in dollars)

Task 1.2: Comparison with Internal Reports:

Compare the values in Smyrna's internal reports, compiled monthly, with those computed in Task 1.

Task 1.3: Summary Memo:

Prepare a brief memo summarizing the calculations of the values for the AIR and the results of the comparison with the internal reports.

Task 2: Leak Detection Survey

This task involves performing a detailed leak detection survey of the whole water distribution system at Smyrna, approximately 280 miles of main. E Source will perform an in-depth and detailed field investigation with a variety of acoustic leak detection equipment to identify, confirm, and pinpoint any leaks in the system. All accessible assets, including customer services, valves, and hydrants, will be surveyed to identify potential leak noises.

Prior to performing the field survey, E Source will review GIS shapefiles of the water infrastructure and coordinate with Smyrna the most appropriate plan and route for the survey.

Field Survey Process

The field stage of the project will commence with an in-person coordination meeting on-site between E Source and Smyrna staff to discuss the plan and coordinate other field logistics. E Source may request Smyrna to identify any areas that may require special consideration such as high-risk areas, gated communities, and sensitive or high-use customers. Upon conclusion of this meeting, the E Source Field Staff will commence the field work. Additional coordination meetings may be coordinated throughout the project duration as needed.

The survey work is generally performed in two phases: first, there is an initial surveying phase where the water infrastructure assets are surveyed and second, there is a leak confirmation and pinpointing phase, where potential leak noises are verified and located. With some leaks the two phases may be performed within the same work session, but other noises in more complicated settings may require additional work sessions, additional equipment, or both to be verified and pinpoint.

During the initial survey phase E Source will listen to all accessible assets such as customer services/meters, hydrants, and main valves. The Field Staff will use an acoustic leak sounding device to come into contact with the assets throughout the water distribution system to listen for any potential leak noise. If there is a leak in the surrounding area, the electronic equipment amplifies the noise generated by the leak and the technician is alerted that there is a leak. When the technicians hear a potential leak noise and there are no visible signs of a leak, such as water on the surface, all potential leak noises are verified either with an alternate method or at a later time.

During the leak verification (pinpointing) process, the Field Staff work to confirm that the noise detected is caused by a leak and to identify a more exact location of the leak. Depending on the complexity in locating the leak, a leak noise correlator and/or a ground-mic may be used. If the noise is confirmed as a leak and upon pinpointing the leak location, E Source will mark the location of the leak as agreed with Smyrna and generate a leak report documenting the location and other relevant information. This phase may also require assistance from the City either to open hydrants, operate valves, or shut-off water service to a particular customer. Any assistance requests will be coordinated ahead of time at a convenient frequency.

During the leak verification process, E Source Field Staff make every effort possible to find and mark the actual location of the leak. However, many factors may cause the leak to appear to be some distance from the real location. Marked leak locations may have a margin of error of several feet. After a leak has been reported, if the City is having difficulty locating the reported leak, E Source can assist in locating the leak during the excavation process.

In the event that E Source technicians cannot perform the survey during normal business hours due to traffic, ambient noise, or safety concerns, the technicians may perform the field work at night, early morning, or over the weekend.

Reporting

The progress of the field work and the findings are tracked using web-based GIS applications that collect geographic coordinates and standardize the data collection and reporting process. The field crews are equipped with tablets with GIS applications that allow them to collect data, photos, and geographic coordinates for any event while on site. The collected data is then revised by analysts to ensure the data is correct and that the areas have been completely and thoroughly surveyed.

E Source will communicate general project progress and report located leaks as described below:

- **Individual Leak Sheets:** For each confirmed leak, E Source will prepare a Leak Sheet that contains information such as type of leak (main, valve, hydrant, etc.), leak location (address if available), geographic coordinates, estimated leak flow rate, map of leak location, and photographs. E Source may modify this Leak Sheet format to accommodate any specific data request from the project staff.
- **Shapefile of Reported Leaks:** Upon completion of the field work, E Source will submit a GIS shapefile containing the data collected in the Leak Sheets for all reported leaks.

- **Final Report:** E Source will provide a final report that will include a summary of the work performed, including miles surveyed and summary of leaks reported.

Anticipated Schedule

E Source may begin the AIR upon project approval. The task may be completed within 3 months of receiving all the necessary data from Smyrna.

E Source proposes starting the leak detection survey around March 2026 to avoid freezing weather and to help Smyrna identify leaks that may occur during winter freezing events. Surveying 280 miles of the water system is estimated to take approximately 15-18 weeks.

Fee

The fee presented below is an all-inclusive cost that includes labor, equipment, materials, and expenses to perform the scope presented herein.

Task	Cost
Task 1: Assistance with AIR	10,000
Task 2: Leak Detection Survey	92,400
Total	102,400

During the leak detection surveying phase, the field technicians will make every effort to locate, uncover assets that may be lightly covered with dirt and vegetation, and listen to the accessible assets. This quote does not include efforts to locate or uncover assets that may be heavily buried, paved over, or covered with landscaping or large amounts of vegetation.

Appendix A: Sample Leak Report

Town of Smyrna
315 S Lowry ST
Smyrna, TN. 37167
Office 615-355-5740

E Source, Water Loss Consulting group
Contact: Adam Shelton
Mobile: 615-504-8926

LEAK REPORT

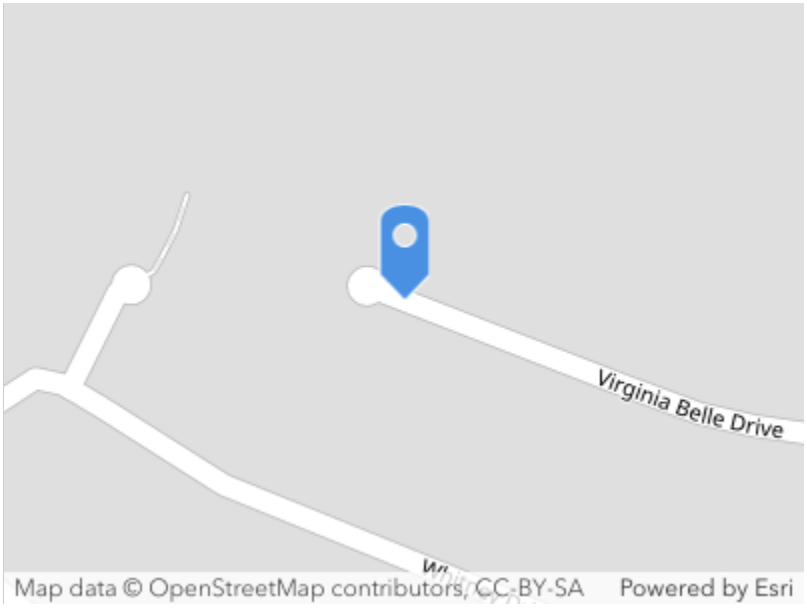
Date: October 22, 2024 **Report #: 12**

Survey ☑ Recheck ☐ Request ☐

LOCATION		
Pressure Zone: *Main zone*	Address: *621 Virginia Belle Dr, Smyrna, Tennessee, 37167*	Cross Street:

DETAILS	
ESTIMATION: GPM *10*	TECHNICIAN: *A Shelton, N Sundburg*
COVER: *Asphalt*	
COMMENTS: *Very loud service leak*	

Suspected On: Service **Indication:** Sonic **ID:**



Town of Smyrna
315 S Lowry ST
Smyrna, TN. 37167
Office 615-355-5740

E Source, Water Loss Consulting group
Contact: Adam Shelton
Mobile: 615-504-8926





Coordinates in decimal degrees:

Longitude: -86.476548

Latitude: 35.989092

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.i.
Department: Utilities
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, Sewer Rehab Phase I ARP Project Final Change Order #3.

Fiscal Impact:
$58,552.78 - This will reduce maintenance costs in the future. The terms for the TDEC American Rescue Plan grant includes an allowance of $3,880,604.85 that must be spent by September 2026. The scale of this project exceeds the grant funding and is expected to be completed before the end of the calendar year. Therefore, we are in position to take full advantage of the grant funds that have been allocated to the Town. This change will not materially impact the grant, anticipated reimbursement, or construction schedule.

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):

Background:
Due to unknown issues found during construction that were outside of the project scope. Smyrna staff requested BLD perform CCTV of several connecting sewer mains to determine if additional CIPP work was needed or if the issue could be corrected by jetting.

Summary:
The pre-CCTV lateral line inspections were estimated based on the best-known data. However, there were additional service connections that required investigation to determine which connections were active and which were inactive to make sure no inactive connections were reinstated.
An estimated number of open-cut repairs were included in the bid. However, additional severe blockages and pipe collapses were discovered in the field that were not previously known, which required immediate repair to allow the installation of CIPP liner and prevent sewer backups. This included two major repairs at the intersection of Enon Springs and Hazelwood Drive.
It was discovered after the mainline pre-CCTV was conducted that approximately 1,300

LF of sewer main that was mapped as 8-inch diameter was actually 10-inch in diameter. Approximately 93% of the $25,000 allowance was utilized for the additional cost of difference in lining the larger pipe size.

Recommended Council Action:
Staff recommends council approval.

Attachments:
1. Final Change Order #3

CHANGE ORDER NO. 3

PROJECT: **TOWN OF SMYRNA, TENNESSEE**
BASIN A SEWER REHABILITATION PHASE 1

CONTRACTOR: **BLD SERVICES, LLC**
2424 TYLER STREET
KENNER, LA 70062

DATE: **JUNE 6, 2025**

DESCRIPTION: Change Order No 3 is the final adjusting costs per the attached summary. The items and cost are listed as follows:

Item #	Description	Unit	Quantity	Unit Cost	Cost
1)	Final Adjusting	LS	1	$58,552.78	$58,552.78
			Subtotal		**$58,552.78**

Original Contract Amount:	**$ 1,487,775.00**
Contract Amount Increased by Change Order No. 1:	**$ 7,300.00**
Total Revised Contract Amount with Change Order No. 1:	**$ 1,495,075.00**
Contract Amount Increased by Change Order No. 2	**$ 2,909.00**
Total Revised Contract Amount with Change Order No. 2:	**$ 1,497,984.00**
Contract Amount Increased by Change Order No. 3	**$ 58,552.78**
Total Revised Contract Amount by Change Order No. 3	**$ 1,556,536.78**

Adjusted Completion Date from Change Order No. 1: April 9, 2025
Additional Days from Change Order No. 2 – None
Additional Days from Change Order No. 3 – None

This change order shall become effective upon execution by the Owner, Engineer and Contractor. Signature by the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum and Contract Time.

TOWN OF SMYRNA, TN
ADMINISTRATION
By:_____

Date:_____

TOWN OF SMYRNA, TN
UTILITIES DEPARTMENT
By: [signature]

Date: 7-2-2025

THOMAS & HUTTON
ENGINEER
By: [signature]

Date: 6/6/2025

BLD Services, LLC
CONTRACTOR
By: [signature]

Date: 06/20/25

TOWN OF SMYRNA, TENNESSEE
BASIN A SEWER REHABILITATION PHASE 1
FINAL ADJUSTING SUMMARY

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	TOTAL CONTRACT INSTALLED	UNIT PRICE	NET CHANGE
1	8-INCH DIAMETER SANITARY SEWER REHABILITATION BY CURED-IN-PLACE PIPE (CIPP) LINING	LF	10,000	9307	$45.00	-$31,185.00
2	8-INCH DIAMETER SANITARY SEWER LINE PRE-REHAB TELEVISION INSPECTION (CCTV)	LF	10,000	11256.7	$5.25	$6,597.68
3	8-INCH DIAMETER SANITARY SEWER LINE POST-REHAB TELEVISION INSPECTION (CCTV)	LF	10,000	9306.4	$2.00	-$1,387.20
4	DIRECTED HEAVY CLEANING OF 8-INCH DIAMETER SANITARY SEWER LINES FOR LARGE DEPOSITS OR DEBRIS OR HEAVY ROOT GROWTH	LF	2,000	2109.9	$2.00	$219.80
5	INTERNAL PREPARATORY TRECHLESS POINT REPAIRS INCLUDING REMOVAL OF PROTRUDING TAPS, CUTTING OF OFFSET JOINTS AND DROPPED PIPE SECTIONS.	EACH	10	1	$210.00	-$1,890.00
6	MANHOLE REHABILITATION (METHOD 1) EPOXY SPRAY LINER - 0 TO 6 FT IN DEPTH	EACH	20	11	$1,200.00	-$10,800.00
7	MANHOLE REHABILITATION (METHOD 1) EPOXY SPRAY LINER - 6 TO 8 FT IN DEPTH	EACH	15	18	$1,800.00	$5,400.00
8	MANHOLE REHABILITATION (METHOD 1) EPOXY SPRAY LINER - 8 TO 10 FT IN DEPTH	EACH	10	8	$2,300.00	-$4,600.00
9	MANHOLE REHABILITATION (METHOD 1) EPOXY SPRAY LINER - GREATER THAN 10 FT IN DEPTH	EACH	5	6	$3,100.00	$3,100.00
10	MANHOLE REHABILITATION (METHOD 2) INFLOW DISH	EACH	75	63	$225.00	-$2,700.00
11	MANHOLE REHABILITATION (METHOD 3) REPLACE FRAME AND COVER	EACH	2	2	$1,350.00	$0.00
12	SERVICE LINE - CIPP LINER IN 8-INCH MAIN AND SERVICE LENGTH UP TO 15'	EACH	82	43	$3,600.00	-$140,400.00
13	SERVICE LINE - CIPP LINER IN 8-INCH MAIN AND SERVICE LENGTH GREATER THAN 15'	EACH	20	47	$3,900.00	$105,300.00
14	SEWER SERVICE LATERAL PRE-REHAB TELEVISION INSPECTION (CCTV)	EACH	102	141	$350.00	$13,650.00
15	SEWER SERVICE LATERAL POST-REHAB TELEVISION INSPECTION (CCTV)	EACH	102	86	$400.00	-$6,400.00
16	SERVICE LINE CLEANOUT					
16A	SERVICE LINE CLEANOUT **(WITHIN PAVEMENT)**	EACH	30	29	$3,700.00	-$3,700.00
16B	SERVICE LINE CLEANOUT **(OUTSIDE OF PAVEMENT)**	EACH	72	58	$2,525.00	-$35,350.00
17	CATEGORY 1 TRENCH REPAIR	EACH	4	8	$12,000.00	$48,000.00
18	CATEGORY 2 TRENCH REPAIR	EACH	2	3	$6,500.00	$6,500.00
19	TRAFFIC CONTROL	LS	1	1	$21,600.00	$0.00
	ALLOWANCE					
20	ALLOWANCE AS SPECIFIED IN SECTION 01150	LS	1	0.9325	$25,000.00	-$1,687.50
	CHANGE ORDERS					
CO 1	Sanitary Sewer Renewal Inside Roadway by Excavation/Replacement Including Gravel Backfill	EACH	11	9	$8,280.00	-$16,560.00
CO 1	Sanitary Sewer Renewal Outside Roadway by Excavation/Replacement Including Gravel Backfill	EACH	6	7	$6,095.00	$6,095.00
CO 1	Service Line - CIPP Liner In 8-inch Main Greater than 15'	EACH	11	0	-$3,900.00	$42,900.00
CO 1	Service Line - CIPP Liner in 8-inch Main and Service Length Up to 15'	EACH	6	0	-$3,600.00	$21,600.00
CO 1	Service Line Cleanout Within Pavement	EACH	11	0	-$3,700.00	$40,700.00
CO 1	Service Line Cleantout Outside of Pavement	EACH	6	0	-$2,525.00	$15,150.00
CO 2	8-inch Pre-Liner - Segment A-33 to A-32	EACH	1	1	$2,909.00	$0.00
				TOTAL TO DATE	**$58,552.78**	

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.j.
Department: Utilities
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract extension amendment for the Water Treatment Plant capacity analysis with SSR.

Fiscal Impact:
$29,450 - This will allow for analysis of updated data since the leak survey was completed and leaks repaired.

Contract Type:
Contract Change Order /Amendment

Contract Term (if applicable):

Background:
SSR recently conducted a capacity analysis at the WTP to determine needs moving forward. This analysis was done with available data prior to the system leak survey and subsequent leak repairs being completed. The system leak survey and repairs have resulted in a significant reduction in water produced at the plant and an analysis following summer production is prudent to give the best analysis of where capacity stands currently at the plant.

Summary:
Review and update capacity analysis after summer loads to include the most recent data.This analysis will include a review of the Nolensville contract, ending in December 2029, a re-evaluation of current plant capacity data, a recalculation of future demand projections and an amended final report.

Recommended Council Action:
Staff recommends council approval of the contract extension.

Attachments:
1. Amendment #1_24-41-074.0

Amendment No. 1 – Water Treatment Plant Capacity Analysis

1. Background Data:

a.	Original Date of Agreement:	September 10, 2024
b.	Owner:	Town of Smyrna, TN
c.	Engineer:	Smith Seckman Reid, Inc.
d.	Project Name:	Water Treatment Plant Capacity Analysis

2. Description of Modifications

a. The agreement between Owner and Engineer defined by the original Fee Letter dated August 19, 2024 and accepted by the Town on September 10, 2024 is amended as follows:

1. Review and incorporate revised water service agreement with the client's largest wholesale customer, including analysis of changes in contracted volume from 4 MGD to 0.5 MGD by 2029.
2. Evaluate recent water audit data to confirm 2025 non-revenue water percentages (January–September) and compare with historical annual and seasonal trends.
3. Recalculate future demand projections by adjusting wholesale purchase volumes and non-revenue water assumptions as appropriate.
4. Evaluate scope and schedule of recommended capital improvements based upon the revised demand projections.
5. Append final report with a technical memorandum describing the drivers for the additional review and its outcomes. Technical memorandum will include a revised scope, phasing plan, and cost estimate of the improvements.

3. Consultants Retained: None.

4. Task Order Summary (Reference only)

a.	Original Agreement amount:	$129,139.00
b.	Net change for prior amendments:	$0.00
c.	This amendment amount:	$29,450.00
d.	Adjusted Agreement amount:	$158,589.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Fee Letter.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2025.

OWNER: TOWN OF SMYRNA, TN		ENGINEER: SMITH SECKMAN REID, INC.	
By:		By:	
Title:		Title:	Principal
Date Signed:		Date Signed:	July 11, 2025

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.k.
Department: Administration
Date: August 12, 2025

Subject:
Approval of the terms of and authorization for the Mayor to execute, an agreement with National Sign Plazas, INC for the installation and maintenance of the directional sign program.

Fiscal Impact:
There is no cost to the Town for this program. However, if the signage program is expanded for town-specific signage only, we would be responsible for the cost of those signs only. The contractor will charge businesses that choose to participate a market-rate fee, and the Town will receive a nominal administrative fee of $10.00 per panel per side, remitted quarterly. Additionally, the Town controls the placement of these signs and the number of signs.

Contract Type:
Original Contract

Contract Term (if applicable):
This agreement between the Town of Smyrna and National Sign Plazas, Inc., an Arizona corporation, outlines the terms for the installation and maintenance of Sign Plazas in the public right-of-way within the Town. The Contractor will construct, install, maintain, and repair the Sign Plazas, lease space to proprietors, builders and developers, and remit a portion of lease payments to the Town. The contract has a five-year term, with the possibility of two additional five-year renewals. It includes provisions for indemnification, insurance, and compliance with Tennessee law. The Contractor is responsible for all maintenance and must provide regular reports to the Town. The Town retains discretion over the number and placement of Sign Plazas. The agreement emphasizes mutual drafting and requires that any modifications be approved by the Smyrna Town Council.

Background:
Within the Town, there are a myriad private signs advertising various commercial enterprises, including but not limited to businesses, new development projects, and homebuilders. In many cases, these signs do not meet the Town's sign ordinance requirements and/or are improperly placed within the town's right-of-way—examples include yard signs and sail signs.

While the Town recently invested in addressing this problem through increased resources in code enforcement approved within the fiscal year 2026 budget, this contract will allow the town to address the issue proactively. Establishing standardized, Town of Smyrna-specific branded sign plazas will achieve the following:

Providing an aesthetically pleasing way for commercial enterprises to advertise
Ensure signage is legally confirming
Create wayfinding and placemaking throughout the town
Help with town branding efforts
Create a business-friendly way to ensure compliance while also supporting our businesses

Furthermore, the purpose of the sign plazas is to provide direction for the public to locations on commerce, subdivisions, housing developments, home builders, and public facilities within the Town while discouraging the placement of unsightly and hazardous off-site signs.

Summary:
Upon approval of this agreement, the Town will work with the contractor on the development of sign plaza structures (Exhibit A). Exhibit A is essentially the design standards of the signs, which will be branded with the Town's logo and color scheme. The final design will be presented to the Council once complete. It is important to note that the Town has the opportunity to provide wayfinding to town facilities, such as parks and Town Hall, on these signs at no charge to the Town. Additionally, once underway, we will have the ability to expand this standardized signage throughout the Town to further our placemaking, branding, and wayfinding efforts.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. National Signs Plaza Agreement
2. National Signs Plaza Presentation

AGREEMENT FOR SERVICES

This Agreement ("Agreement") is entered into by and between the TOWN OF SMYRNA ("Town") and NATIONAL SIGN PLAZAS, INC., an Arizona corporation ("Contractor") (collectively, the "Parties").

WHEREAS, duly authorized governmental signs may be erected or maintained within any public street right-of-way and,

WHEREAS, Town desires to initiate a Sign Plaza Program to provide a public benefit and give direction to commerce, subdivisions, developers and homebuilders within the Town, and to contract for the installation and maintenance of the Sign Plazas and sign panels; and

WHERAS, Contractor represents that it is an Arizona corporation authorized to do business in the State of Tennessee; and

WHEREAS, Contractor desires to install Sign Plazas as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas after their installation and to lease space on the Sign Plazas to proprietors, developers and homebuilders and to bill and collect fees from the signage occupants for itself and for the Town; and,

WHEREAS, Contractor submitted a proposal which provides a public benefit and meets the Town's needs.

NOW, THEREFORE in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, Town and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.
2. Agreement. This Agreement consists of the Agreement itself, Exhibit A, describing the Sign Plaza Structures and Exhibit B, the Proposal and Qualifications, if needed. This Agreement shall be governed by the applicable laws and regulations of the Town of Smyrna and the State of Tennessee.

Each party shall comply with all the terms, conditions and specifications contained in the Agreement.

1. Scope of Work. Contractor shall perform the work set forth in the Agreement. In general, this work shall consist of the following:

   In administrating the Sign Plaza Program, the contractor will:

A. Construct, install, maintain and repair approved Sign Plazas and sign panels.
B. Contract with proprietors, developers and homebuilders for the lease of sign panels.
C. Assist Town in determining appropriate locations for Sign Plazas.
D. Attend meetings as necessary with Town staff and those customers of the sign plaza to coordinate project.
E. Collect all lease payments and remit to Town, on a quarterly basis, an administrative fee as specified in Section 4.B of this document.

2. Definition, Purpose of Sign Plaza Programs and Specifications of Sign Plazas.

A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure placed in Town right of way for the purpose of displaying sign panels. The specifications of the Sign Plaza and sign panels are more fully developed in this Agreement.

B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for the public, including homebuyers, and the patrons, to the location of commerce, subdivisions, housing developments, homebuilders and public facilities within Town while discouraging the placement of unsightly and hazardous off-site directional signs.

C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plaza structures and sign panels in accordance with the specifications in this Agreement and the following:

1. Sign Plaza Structures shall not exceed twelve (12) feet above average grade. Structures shall be more completely described in Exhibit A.
2. Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, double-sided, if necessary.
3. A Town topper panel will be designed for the Town and shall be prominently displayed at the top of any Sign Plaza within the jurisdictional limits of Town and shall be visible on any side of a Sign Plaza which displays directional sign panels.
4. The color of all Sign Plaza Structures shall be _____. All sign panels shall conform to Section 4.C.11 below.
5. The Contractor shall submit final design plans to Town for approval prior to installation of any Sign Plaza.
6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.

7. Sign Plaza locations shall be approved and designated by Town with the assistance of the Contractor.
8. At the Town's request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the Town.
9. Contractor shall provide, at no cost to the Town, the equivalent of not less then ten percent (10%) of all permitted Sign Plazas to Town for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for commerce, developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza.
10. Contractor shall provide to Town a semi-annual inventory report of existing installed sign panels.
11. Sign panels shall contain only the name of a business, residential community, subdivision, homebuilder, public facility, Town and logo, the builder, proprietor or developer's name and/or logo, the builder, proprietor or developer's recognized color scheme, and directional information or the name of the builder/proprietor/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by Town, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.
12. Contractor shall, at its own cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the Town, to include removal for public infrastructure improvements. Upon notice by the Town, Contractor agrees to undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice
13. Contractor shall not install or maintain any Sign Plazas or sign panels within the Town, which are not in compliance with the terms of this Agreement.
14. Sign Panels shall be constructed of vinyl coated aluminum with a material comparable to 3M Engineering Grade exterior vinyl.
15. Individual sign panels on the Primary Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Community Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.

3. Number of Sign Plaza Structures. Town has sole discretion to determine the number and placement of the Sign Plazas in its right-of-way. Town shall agree to allow the signage to direct homebuyers or patrons to each new housing community or place of commerce. Said signage shall be defined as one Sign Plaza at each location where homebuyers or proprietor require information regarding a change of direction and likewise where homebuyers or proprietors would need reassurance to continue in a certain direction. One or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate directional sign panels. Contractor may submit to Town at any time during the term of the Agreement subsequent requests for the timely approval of additional Sign Plaza locations, as may be expressed by proprietors, homebuilders, developers, and residential communities over time.

4. Price and Payment Schedule for the Purchase of the Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 6 below, the price and payment schedule for Sign Plazas shall be as follows:

    A. Contractor will install the Sign Plazas and rotate Town panels at no cost to the Town.
    B. Contractor will collect, and remit to the Town, an amount of ten dollars ($10) per panel side per month, which has directional information, excluding that of public service panels, as an administrative fee for the entire term of this Agreement. Said fees shall be remitted within ninety (90) days of the end of each fiscal quarter. Fiscal quarters will be based on the Contractor's fiscal cycle, beginning October 1 and ending September 30.

5. Term of Agreement and Termination of Agreement
    A. Term. The term of this Agreement is five (5) years.

    B. Renewal. At the end of the initial five-year term, this contract may renew for two additional five-year terms if the Town notifies the Contractor at least sixty (60) days before the end of the current term.
    C. Termination. This Agreement may not be terminated by either party for except for breach as provided in this Agreement:

        1. Termination by Town. (A) If Contractor breaches and fails to remedy said breach as provided for in this Agreement, Town may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) businesses days after receiving a written termination letter from the Town. (B) In addition, if a state law or other government regulatory authority determines such sign placement is prohibited, the Plazas shall be removed within 30 days and it will not be considered a breach of this Agreement. (C) In the event the municipality's legislative body enacts a

change to the Sign Ordinance and prohibits the placement of signs, it will not be considered a breach of this Agreement.

2. Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees to remove all Sign Plazas.

6. Placement of Sign Panels. After the Town's written approval and acceptance of the installed Sign Plazas, Town agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements and to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.

   A. Contractor agrees to offer and place sign panels for commerce proprietors, homebuilders, developers and residential communities. Contractor further agrees to use Contractor's best efforts to place all available sign panels.
   B. Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.
   C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.
   D. Contractor will remit to Town on a quarterly basis the amount of the Town's Administrative Fee as specified in Section 4.B of this document.
   E. Contractor agrees to provide an annual report to Town pertaining to the number of sign panels installed within the Town, the amount billed and the collection of the Town's amount Administrative Fees.
   F. Contractor agrees that in no event will Town be liable for any fee payment or other fees related to the placement of the sign panels.
   G. Commerce proprietors, homebuilders, developers, and residential communities with sites located within the jurisdictional boundaries of the Town shall at all times be allowed to participate in the Sign Plaza program
   H. Town and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

7. Maintenance of Sign Plazas:

   A. Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.

B. Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the Town.

C. Contractor agrees to provide to Town a telephone number and a contact person allowing Town to contact Contractor requesting maintenance on the Sign Plazas or sign panels during a standard business days and hours.

D. Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the Town's written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the Town. Sign panel will be replaced within five (5) business days of the written notification.

E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.

F. Contractor shall retain the right to enter the Town right-of-way to maintain, repair, replace or repaint a sign panel and/or sing plaza, and shall return the right-of-way to its pre-entry condition after its work is completed.

G. Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement.

8. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the Town, its officials, officers, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of the Contractor or the Contractor's officer, agent, employee, or subcontractor; and b) reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the Town, its officials, officers, agents, and employees, unless said claim or action is the result of the negligent or willful act or omission of Town or the Town's officer, agent, employee, or subcontractor.

9. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in the State of Tennessee with the following policy limits.

A. Comprehensive General Liability - $2,000,000 combined aggregate

B. Automobile Liability - $1,000,000

C. Workers Compensation

1. Bodily Injury by Accident - $1,000,000
2. Bodily Injury by Disease - $500,000

Contractor shall present a Certificate of Insurance annually in a form satisfactory to the Town Attorney which shall name Town as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify Town in writing if such an event occurs. Contractor shall have Five (5) business days to cure any such default.

10. Independent Contractor. Contractor shall, at all times herein, be an independent contractor and not an employee of the Town, nor shall any of the Contractor's employees or subcontractors be an employee of the Town.

11. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

TOWN :
Town of Smyrna
Attn: Town Manager
315 S. Lowry St.
Smyrna, TN 37167
Telephone: 615-459-9742

CONTRACTOR:
National Sign Plazas, Inc.
Attn: Grant Hayzlett, President
2202 West Huntington Drive
Tempe, AZ 85282
Telephone: 720-482-9293

All notices, regardless of the nature of service, shall additionally be served upon Contractor at Contractor's office(s) in Austin, TX MSA located at:

Attn: Patrick Fuller, Vice President
715 Discovery Blvd, #502
Cedar Park, TX78613
Telephone: (512) 670-3717

12. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which the Contractor reasonably may not be expected to possess, without the Town's prior written consent.

13. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between Town and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the Smyrna Town Council at a public meeting. This Agreement shall be governed under Tennessee State law, and any action relating to the Agreement shall be brought only in the County of Rutherford.

14. Mutual Drafting. Town and the Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

15. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

Town of _____

By _____

Date _____

National Sign Plazas, Inc
an Arizona Corporation

By _____
Grant Hayzlett, President

Date _____

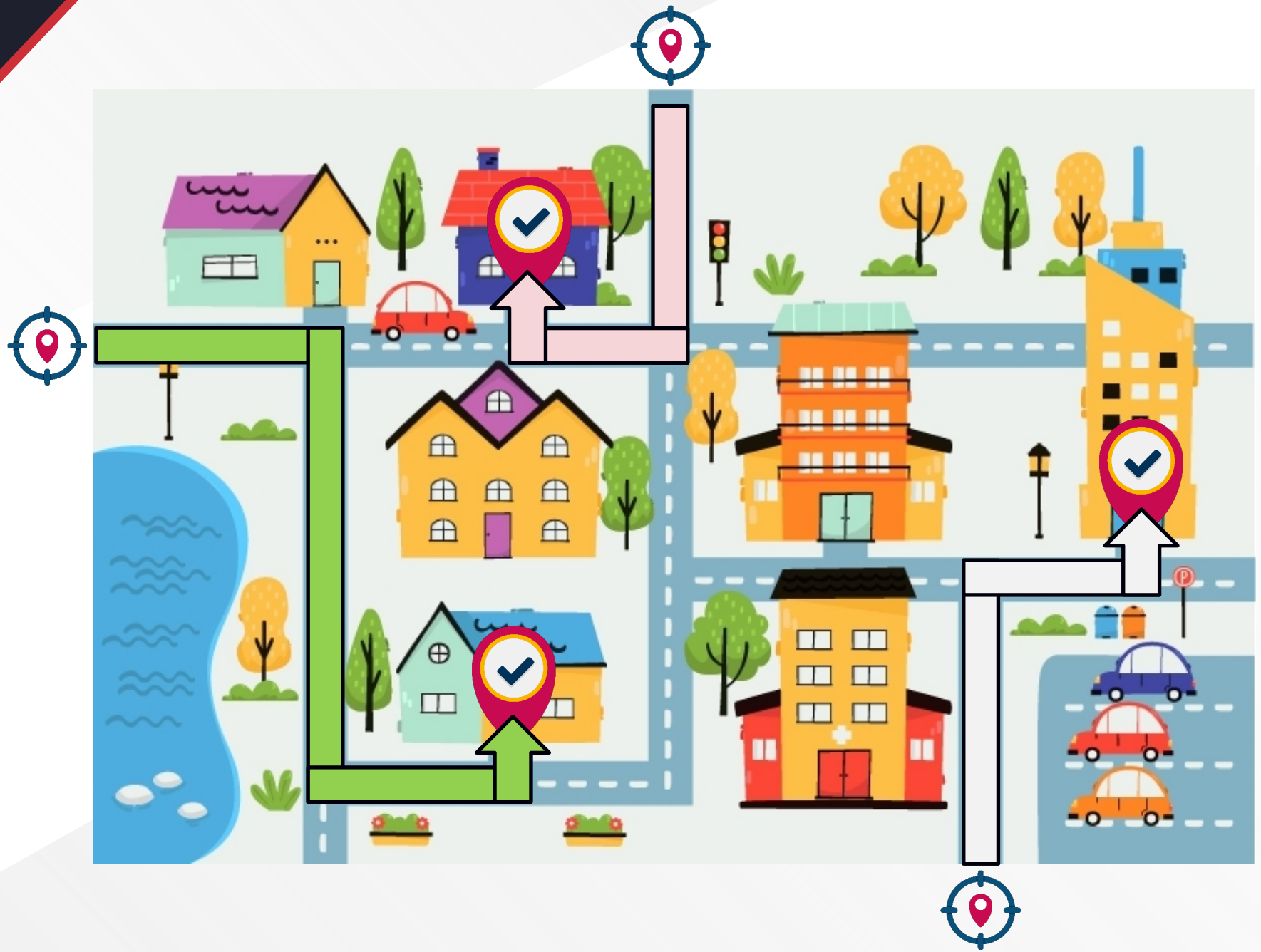
Approved as to Legal Form

By _____
Town Attorney

Smyrna, TN HBP

Presented by National Sign Plazas, Inc

NSP
Our History



Smyrna
Sign Location Plan

Based on the volume of residential development and the geographic area of the City, we are proposing an initial deployment of pocketed programs. This approach will not only provide greater focus in the areas of development, but it will also establish a clear path for scaling the program over time.

Points of Origin

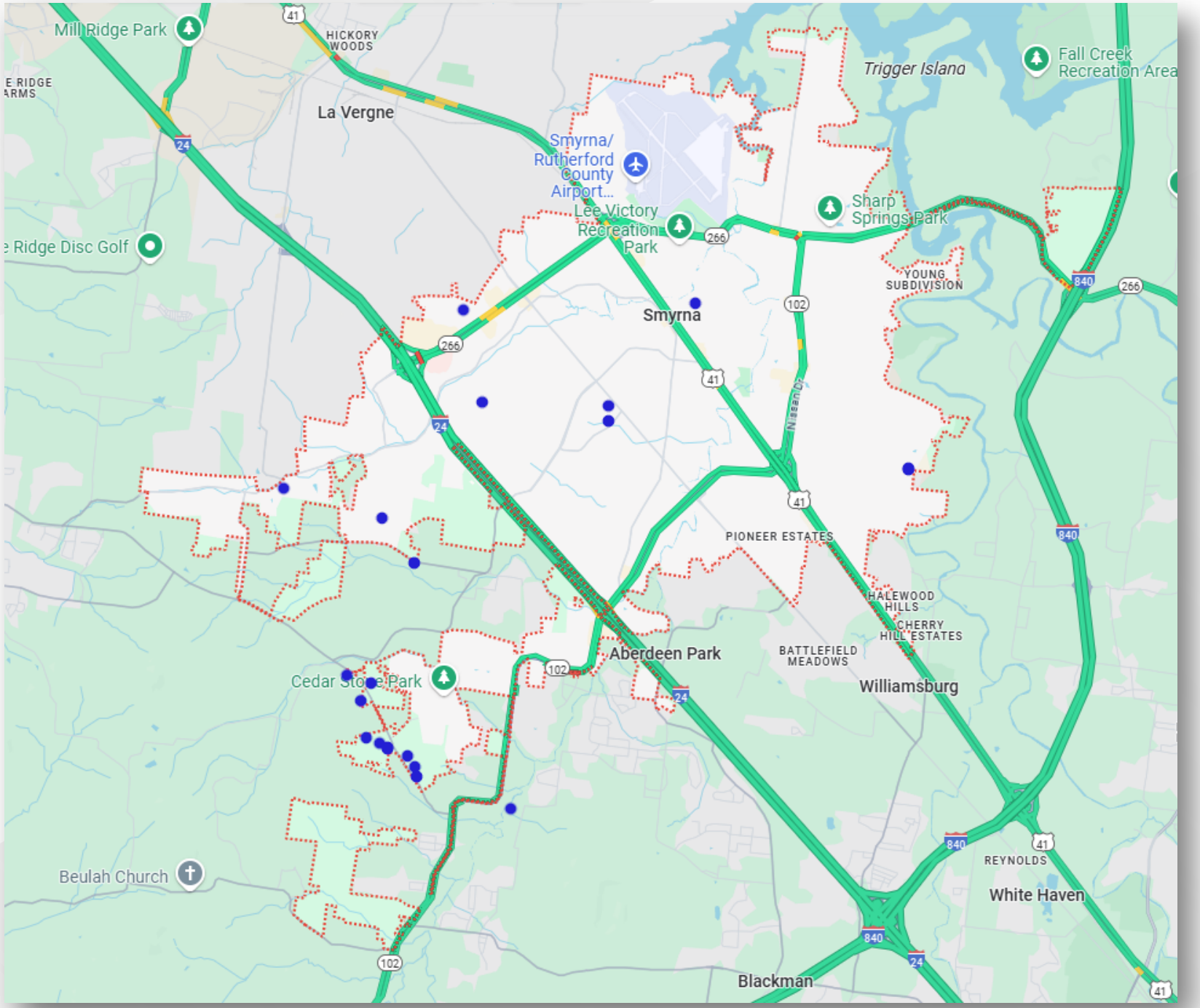
The main arterial pathways through Smyrna are HW 41 and 102, with several other major highways along city limits. If the majority of traffic into Smyrna comes from Nashville in the North, HW 41 and 24 will be the primary points of entry. Plaza locations will be high traffic intersections and high profile exits.

Routes & Pathways

Preliminary research uncovered about nineteen communities within Smyrna, with about half located along Rocky Fork Rd on the SW boundary, and the rest evenly dispersed throughout the southern half of the city. Routes will be focused along State HW 24 and 41, as well as 102 HW and Rocky Fork Rd.

Destinations

Active single family communities in Smyrna are the primary destinations.


Mill Ridge Park
HICKORY WOODS
La Vergne
Trigger Island
Fall Creek Recreation Area
Smyrna/ Rutherford County Airport...
Lee Victory Recreation Park
Sharp Springs Park
Ridge Disc Golf
YOUNG SUBDIVISION
Smyrna
PIONEER ESTATES
HALEWOOD HILLS
CHERRY HILL ESTATES
Aberdeen Park
BATTLEFIELD MEADOWS
Williamsburg
Cedar Stone Park
Beulah Church
REYNOLDS
White Haven
Blackman
24
41
102
266
840

The NSP Service Model

City Approved
All program elements are outlined and approved by the City

Working Minimum
Sign plans are built to reduce total sign placement

Homebuilder Approved
We build the system with HB input and feedback

Locally Managed
Our local staff builds, installs and maintains all sign program elements

Turnkey for Smyrna
Our staff handles all aspects of program maintenance and management

Reporting Structure
NSP remits quarterly updates covering all aspects of the HBP

Smyrna

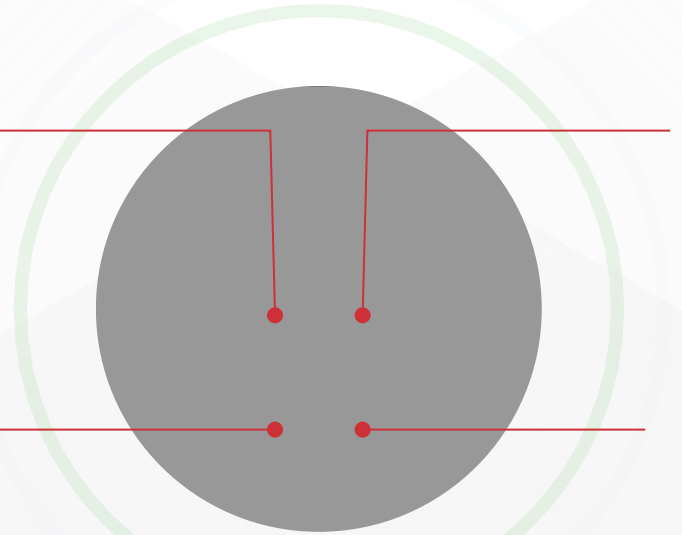
Service Details

24/7/365

The City can contact NSP staff at any time regarding program needs

Zero Liability

The City has no financial responsibility for any aspect of the sign program



Grounds Maintenance

NSP staff maintains the sign structures and the grounds around the sign

ROW Safety

All signs are installed with DOT approved breakaways bases and meet all MUTCD requirements

Homebuilder Marketing

How we engage the Homebuilders

NSP
Marketing Plan

We have developed and refined this process as part of our ongoing commitment to the municipalities we work with and the homebuilders we service through this program.

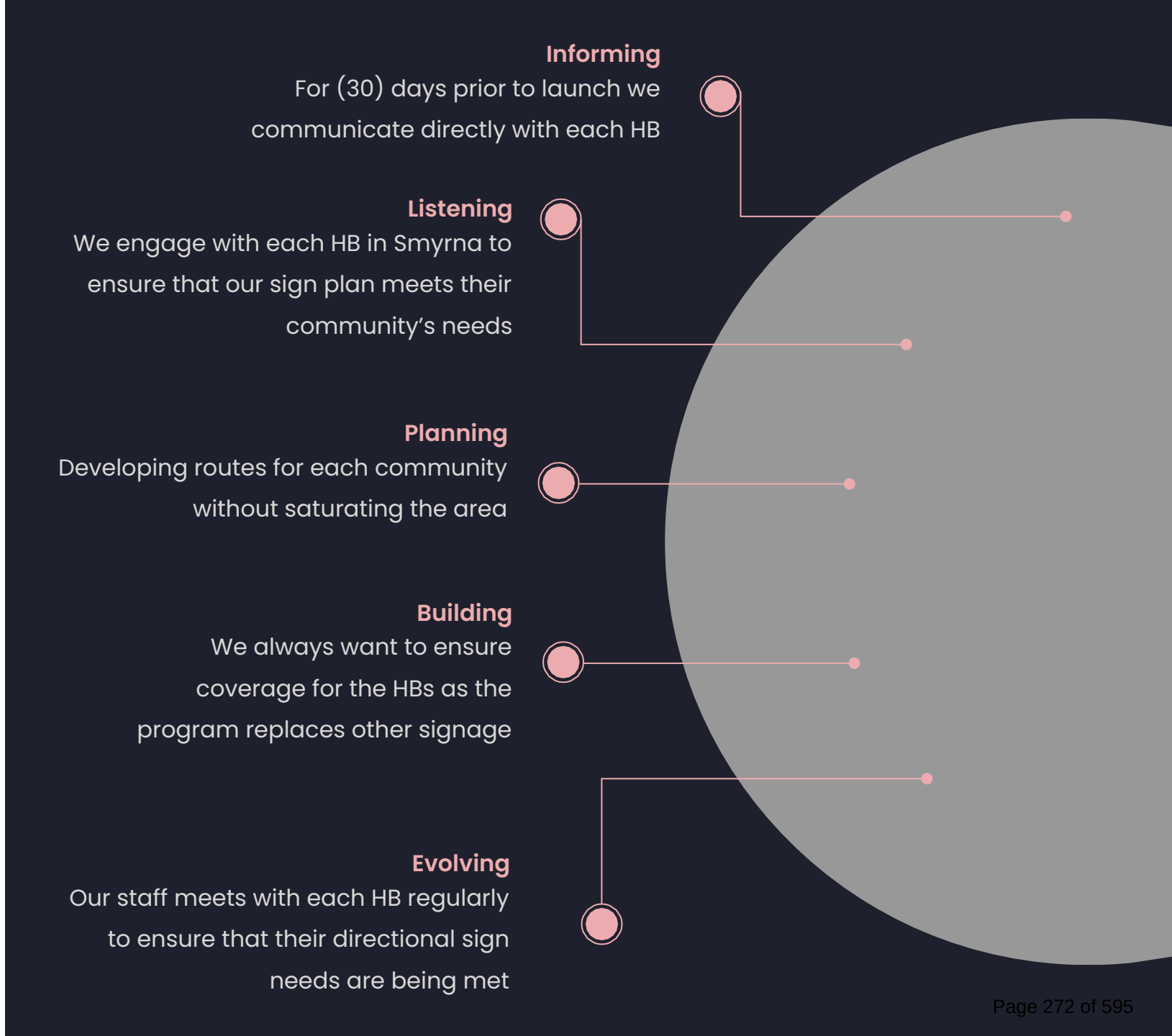
Informing
For (30) days prior to launch we communicate directly with each HB

Listening
We engage with each HB in Smyrna to ensure that our sign plan meets their community's needs

Planning
Developing routes for each community without saturating the area

Building
We always want to ensure coverage for the HBs as the program replaces other signage

Evolving
Our staff meets with each HB regularly to ensure that their directional sign needs are being met



Total Sign Locations

We are projecting about (25) independent sign plaza locations once the program is fully deployed.

HB Participants

NSP works with most the HBs with active communities in Smyrna and are familiar with their marketing strategies.

Averages

An average directional route will have about (8) directional panels and each location will have 5-6 panels installed.

Ramp Up Speed

The (3) month timeline is based on the volume of builders in the City.

Understanding the Metrics

NSP HBP
Smyrna

With over (70) similar programs running in (8) states NSP knows the most efficient way to build and manage directional sign programs for rapidly growing areas like Smyrna.

Smyrna HBP

Remittance to Smyrna

1st year remittance to City ~$16,000

Ongoing annual remittance ~$20,000

No Cost to Smyrna

All fabrication, installation and management expenses are paid by NSP

FAQ & Next Steps

Sign Design
This process starts in conjunction with an agreement for service.

Time to Start
The sign program will be live within (60) days from contracting.

Sign Locations
Smyrna will have final approval of all proposed sign locations prior to any installation.

Sign Ordinance
Some small modifications will need to be made to allow the sign plazas and disallow WEDS.

Contract Review
We will submit a standard operating agreement for the City's review.

Go Live
Our project approach ensures that the City has oversight on all decisions and the HBs don't miss coverage.



NSP Smyrna HBP

Questions

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.I.
Department: Legal
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with WaterstoneTitle, LLC to provide acquisition services related to the Lynwood/Stewarts Creek sewer line project.

Fiscal Impact:
$ 62,400.00 (52 tracts @ $ 1,200.00 per tract)

Contract Type:
Professional Services Contract

Contract Term (if applicable):
Waterstone, LLC is being retained to provide assistance with acquiring interests in real property necessary for completion of the Lynwood/Stewarts Creek sewer line project. Specifically, assistance is needed in identifying property owners the Town will need to obtain easements from in order to construct sewer lines for the Lynwood/Stewarts Creek project.

Background:
The Town of Smyrna is installing new sewer line in the Lynwood/Stewart Creek area. In order to do so, the Town of Smyrna must obtain easements from affected property owners. Waterstone Title, LLC will be providing assistance in identifying affected property owners so that the Town of Smyrna can obtain those easements.

Summary:
Waterstone, LLC is being retained to provide assistance with acquiring interests in real property necessary for completion of the Lynwood/Stewarts Creek sewer line project. Specifically, assistance is needed in identifying property owners the Town will need to obtain easements from in order to construct sewer lines for the Lynwood/Stewarts Creek project.

Recommended Council Action:
Legal requests that the Council grant Mayor Reed permission to sign the contract with Waterstone Title, LLC related to assistance in acquiring interests in real property necessary for completion of the Lynwood/Stewarts Creek sewer line project.

Attachments:

1. Waterstone Contract - signed by Title Company
2. Exhibit 2 to Contract

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the Town of Smyrna, Tennessee, (hereinafter referenced as "Town") and **WATERSTONE TITLE, LLC** (hereinafter referenced as "WATERSTONE TITLE"), who mutually agree as follows:

DECLARATIONS. Town desires to retain **WATERSTONE TITLE** to provide title and closing services for the **Lynwood/Stewarts Creek** project, (hereinafter referenced as "Project"). **WATERSTONE TITLE** shall provide for the following:

1. **SCOPE OF SERVICES.** Provide title opinion and closing services for Lynwood/Stewarts Creek project.

2. **COMPENSATION AND METHOD OF PAYMENT.** WATERSTONE TITLE shall be compensated per tract for approximately fifty two (52) tracts (Tracts 53-104, as identified in Exhibit 2) at $1,200.00 per tract.

3. **OTHER TERMS AND CONDITIONS.** This Agreement shall also be subject to the description of work described within the document attached as Exhibit 1 hereto, which

The Town Council Approved this Agreement on the __11th__ day of July 2025.

BY: _____
Name: Tammy McCauley
Date: July 11, 2025
Title: COO

BY: _____
Mary Esther Reed
Mayor
Date:

EXHIBIT 1

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES ARTICLE 1. SERVICES. WATERSTONE TITLE will be responsible for:

- Preparing title opinion letter/updates.
- Easement/Deed preparation/revisions.
- Settlement statement preparation.
- Scheduling closing times (in WATERSTONE TITLE's office) with seller.
- Disbursing funds to seller.
- Recording documents and returning same to Smyrna.
- Providing legal assistance as needed to complete the transaction, unless excessive legal work is required.
- Determining changes of ownership interest, i.e. death, divorce, etc.
- Including the project name in the subject portion of any email or correspondence to the Town.
- Assisting with corporate documentation/authorization to convey, i.e., LLCs, trusts, etc.
- Maintaining current acquisition table
- Obtaining partial releases for mortgages, judgments, etc., as applicable
- Communicating with Smyrna Utilities Management regarding changes to project plans/legal descriptions and final approval of Easements/Deeds before closing.

ARTICLE 2. TOWN'S RESPONSIBILITIES. Town, or its authorized representative, will:

- Provide WATERSTONE TITLE with all information regarding the Project, which is available to, or reasonably obtainable by, the Town that is relative to the work being done under the agreement, including but not limited to an initial acquisition table if available.
- Designate, in writing, the sole Utility Department Project representative from the Town to coordinate with and direct WATERSTONE TITLE, and provide all contact information.
- Guarantee to WATERSTONE TITLE that it has the legal capacity to enter into this contract and that sufficient monies are available to fund WATERSTONE TITLE's compensation.
- Provide contact information for each seller
- Ensure legal descriptions from engineer are provided for easement preparation.
- Provide initial templates for easements, partial releases, etc.
- Submit payment for each tract to WATERSTONE TITLE in an amount to include payment to seller, recording fees, and payment to WATERSTONE TITLE by one check made out to WATERSTONE TITLE Escrow Account.

ARTICLE 3. GENERAL CONDITIONS.

3.1 WATERSTONE TITLE, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

3.2 Neither Town nor WATERSTONE TITLE may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent WATERSTONE TITLE from engaging independent entities, associates, and subcontractors to assist in the performance of the Services at WATERSTONE TITLE's cost.

3.4 INDEMNIFICATION. WATERSTONE TITLE agrees to indemnify and hold Town harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by WATERSTONE TITLE's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of WATERSTONE TITLE and Town, they shall be borne by each party in proportion to its own negligence.

3.5. SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

ARTICLE 4. TERMINATION BY THE TOWN. The Town may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Cause. If WATERSTONE TITLE does not perform the work, or any part thereof, in a timely manner, supply supervisory personnel, or fail to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the Town, in addition to any other rights it may have against WATERSTONE TITLE or others, may terminate the performance of WATERSTONE TITLE, in whole or in part at the Town's sole option.

In such case, WATERSTONE TITLE shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Town of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Town, such remainder shall belong to WATERSTONE TITLE. Otherwise, WATERSTONE TITLE shall pay and make whole the Town for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of WATERSTONE TITLE is terminated by the Town for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

4.2 The Town's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. WATERSTONE TITLE shall provide the Services as described in Exhibit 1, SCOPE OF SERVICES or as described in paragraphs 1, 2 and 3 of the Agreement.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement. The services to be performed shall commence upon notification from Town of Smyrna and formally communicated to WATERSTONE TITLE. For tracts with clear title and no outstanding mortgages or liens, WATERSTONE TITLE agrees to complete closing within thirty (30) days of receipt of the tracts from the Town

6.2 Should Town request changes in the scope, extent, or character of the Project, the time of performance of WATERSTONE TITLE's services and compensation shall be adjusted equitably.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the Town and WATERSTONE TITLE shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status.

7.2 NO THIRD PARTY RIGHTS CREATED. Town and WATERSTONE TITLE each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of Town and WATERSTONE TITLE. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the WATERSTONE TITLE.

ARTICLE 8. EXTENT OF AGREEMENT:

8.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee. Any provision of this Agreement held to violate a law or

regulation shall be deemed void, and all remaining provisions shall continue in force.

8.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between Town and WATERSTONE TITLE for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by Town and WATERSTONE TITLE

ARTICLE 9. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

EXHIBIT 2

EXHIBIT 2
Town of Smyrna Stewarts Creek Sewer Line Extension
Easement Acquisition Table

PHASE	TRACT NO.	OWNER NAME	PROPERTY ADDRESS	MAP	GROUP	PARCEL	BOOK	PAGE
1	1	THE MEADOWS HOA	201 NEECEE DR	55E	A	22.01	42	195
1	2	ALEXANDER AND BROOKE PULIDO	449 MCAMOORE DR	55E	A	10.00	PB 8	121
1	3	THOMAS KAIN	445 MCAMOORE DR	55E	A	11.00	PB 8	121
1	4	KAREN AND ANTHONY CARR	441 MCAMOORE DR	55E	A	11.01	PB 10	199
1	5	LARRY AND LECIA ANDERSON	437 MCAMOORE DR	55E	A	36.00	PB 11	99
1	6	JON WILLIAMSON	544 WILMOORE CT	55D	A	12.00	PB 9	64
1	7	DONNA CHERRY	548 WILMOORE CT	55D	A	13.00	PB 9	64
1	8	JAMIE ROBERSON	539 WILMOORE CT	55D	A	14.00	PB 9	64
1	9	JIMMY AND SHELIA HAYES	535 WILMOORE CT	55D	A	15.00	PB 9	64
1	10	RIGOBERTO AND MARROQUIN SANTOS	531 WILMOORE CT	55D	A	16.00	PB 9	64
1	11	GAYTHA INGRAM	537 WILMOORE CT	55D	A	17.00	PB 9	64
1	12	JAIRO ESTEBAN	338 ONE MILE LN	55		13.06	1668	1150
1	13	LISA HEWITT	201 PEEBLES DR	55F	B	30.01	PB 16	79
1	14	CHING AND EARL RICH	205 PEEBLES DR	55F	B	30.00	PB 12	64
1	15	JAMES BRYANT GRIFFIN	207 PEEBLES DR	55F	B	29.00	PB 12	64
1	16	CHAFFRON MCCARTY AND CASPER CORDER	209 PEEBLES DR	55F	B	28.00	PB 12	64
1	17	MACIE MEEKS	211 PEEBLES DR	55F	B	27.00	PB 12	64
1	18	KEVIN AND ANISSA MEEKS	213 PEEBLES DR	55F	B	26.00	PB 12	64
1	19	RALPH AND R A COOLEY	215 PEEBLES DR	55F	B	25.00	PB 12	64
1	20	CHARLE THOMAS BYRD	219 PEEBLES DR	55F	B	24.00	PB 12	64
1	21	CARL AND SANDRA DAVIS	223 PEEBLES DR	55K	B	9.00	PB 12	78

EXHIBIT 2
Town of Smyrna Stewarts Creek Sewer Line Extension
Easement Acquisition Table

	PHASE	TRACT NO.	OWNER NAME	PROPERTY ADDRESS	MAP	GROUP	PARCEL	BOOK	PAGE
	1	22	WESLEY BOWDEN	225 PEEBLES DR	55K	B	10.00	PB 12	78
	1	23	ALLEN FAMILY REVOCABLE INETR VIVOS TRUST	215 WELLINGTON WAY	55		27.00	645	155
	1	24	STEVEN AMD KARLA LUKER	235 WELLINGTON WAY	55J	B	53.00	PB 11	125
	1	25	DEBRA AND THOMAS STOVER	236 WELLINGTON WAY	55J	B	52.00	PB 12	74
	1	26	KATRINA WEEMS	346 ALDEN COVE DR	55J	B	51.00	PB 12	74
	1	27	ALBERT ERNEST AND BERNICE DIANE WATSON	344 ALDEN COVE DR	55J	B	50.00	PB 12	74
	1	28	WILLIAM AND RENA LUNDERS	342 ALDEN COVE DR	55J	B	49.00	PB 12	74
	1	29	JOHN AND SUSAN CLARK	8304 STEWARTS BEND DR	55N	B	2.00	48	286
	1	30	RHONDA JEAN BROWN	8308 STEWARTS BEND DR	55N	B	3.00	PB 12	167
	1	31	RANDY AND TERRI GOWLER	8314 STEWARTS BEND DR	55N	B	4.00	PB 12	167
	1	32	DANNY AND KATHY TEDDER	8318 STEWARTS BEND DR	55N	B	5.00	PB 12	167
	1	33	GARY AND DEBRA UPLEGER	8324 STEWARTS BEND DR	55N	B	6.00	PB 12	167
	1	34	LEE GRAF	8328 STEWARTS BEND DR	55N	B	7.00	PB 12	167
	1	35	WILLIAM DANIEL AND WHITNEY SHAY SULLIVAN	8332 STEWARTS BEND DR	55N	B	8.00	PB 12	167
	1	36	SALAM ALHASNAWY AND VIRGINIA HUCKABY	8336 STEWARTS BEND DR	55N	B	9.00	PB 12	167
	1	37	RONNIE AND CAROLYN JACKSON	8340 STEWARTS BEND DR	55N	B	10.00	PB 12	167
	1	38	JOHN AND LINDA HAGAN	8344 STEWARTS BEND DR	55N	B	11.00	PB 12	167
	1	39	JASMINE LOUANGLATH	3829 ALMAVILLE RD	55		32.02	1643	2092
	1	40	JACKIE DON SMITH	1030 IDEALIST CT	55O	C	8.00	PB 32	26
	1	41	ROBERT WOLFF AND JENNIFER HUNTER	1026 IDEALIST CT	55O	C	7.00	PB 32	26
	1	42	WAYNE AND LAURA DAVIS	1022 IDEALIST CT	55O	C	6.00	PB 32	26

EXHIBIT 2
Town of Smyrna Stewarts Creek Sewer Line Extension
Easement Acquisition Table

	PHASE	TRACT NO.	OWNER NAME	PROPERTY ADDRESS	MAP	GROUP	PARCEL	BOOK	PAGE
	1	43	MOLLY ANN AND CHESTER LOPP	1018 IDEALIST CT	55O	C	5.00	PB 32	26
	1	44	JORGE LOPEZ	2306 WINFORD AVE	72		15.03	PB 32	287
	1	45	LAURA PETTERSON	2529 STEWART CREEK RD	72		16.00	1796	2019
	1	46	JAY AND ABBY TEDDER	124 CAMILLA LN	72		16.09	1878	1016
	1	47	DAVID AND CHERYL SEGATO	3365 CORNERSTONE DR	72		16.06	1546	2063
	1	48	PERRY MARK BREWER ESTATE OF TERESA DIANE BREWER	2401 STEWART CREEK RD	72		47.03	WB67	220
	1	49	CLEAR CREEK LLC, BOB PARKS	ELMVIEW CT	72H	C	16.02	PB 48	200
	1	50	JOHN CHANDLER	455 W NORTH CREEK RD	72		48.02	1411	3152
	1	51	MARTHA KATHLEEN BROWN	2267 STEWART CREEK RD	72		49.00	408	410
	1	52	DAVID AND DREMA VICTORY	450 W NORTH CREEK	72		50.02	334	148
	1	53	ELI AND RACHEL VICTORY	5369 ALMAVILLE RD	72		50.38	PB 40	123
	1	54	TIMMY AND AMY FOXX	5473 ALMAVILLE RD	72		52.05	159	147
	1	55	BOBBY AND AMY COVINGTON	5493 ALMAVILLE RD	72		52.04	1087	3465
	1	56	ROBERT AND LYNDA EISBRENNER	5525 ALMAVILLE RD	72		52.03	163	657
	1	57	CHARLES AND BARBARA GRAVES	5555 ALMAVILLE RD	72		52.13	256	2138
	1	58	JENNIE HOLLAND AND JIMMIE ALDERMAN	5621 ALMAVILLE RD	72		52.20	PB 36	60
	1	59	MACK AND DIANA BYRD	5659 ALMAVILLE RD	72		52.23	PB 50	291
	1	60	MACK AND DIANA BYRD	5679 ALMAVILLE RD	72		52.22	PB 50	291
	1	61	CONSOLIDATED UTILITY DISTRICT	1311 MARATHON DR	77A	A	59.00	PB 38	73
	1	62	DORRIS AND LINDA GANN	6127 ALMAVILLE RD	73		21.03	PB 9	145
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	1	64	JAMES COWAN AND ERIN POTTS	7279 BURNT KNOB RD	76		11.06	2398	3325
	1	65	ROY VONCENT AND DOLLY MITCHELL	7384 BURNT KNOB RD	76		11.01	1953	3417
	2	66	JOHN EBERLE JR	3688 ALMAVILLE RD	55		32.01	1150	1622
	2	67	JAMES AND DOROTHY PIRTLE	103 BATEY CT	55O	B	6.00	PB 11	53
	2	68	PAUL AND C JOANN MOORE	105 BATEY CT	55O	B	5.00	PB 11	53
	2	69	GARY AND JANET HEATH	509 DAVIS CT	55J	B	33.00	PB 12	63
	2	70	DAMON AND ESTELLE DAVIS	507 DAVIS CT	55J	B	32.00	PB 12	63
	2	71	GEORGE LARRY AND LINDA PARKER	3367 ALMAVILLE RD	55		27.02	367	46
	2	72	NEWBERRY PROPCO LLC	3368 ALMAVILLE RD	55		2.16	2470	2771
	2	73	MILROSE PROPERTIES TENNESSEE LLC	ALMAVILLE RD	55		29.05	2503	3917
	2	74	HAROLD OLIVER JR AND GATHELYN OLIVER REVOCABLE LIVING TRUST	MORTON LN	55		2.33	PB 50	215
	2	75	TIM AND MICHELLE BARNARD	MORTON LN	55		2.23	PB 50	215
	2	76	GAYLORD AND CAROL DORN, DORN LIVING TRUST	3313 MORTON LN	55		2.25	2427	1229
	2	77	GAYLORD AND CAROL DORN, DORN LIVING TRUST	3313 MORTON LN	55		2.19	2427	1229
	2	78	ZOMI OF AMERICAS BAPTIST CHURCH	3399 MORTON LN	55		2.29	2357	3612
	2	79	MICHAEL AND SAMANTHA COMTE	3405 MORTON LN	55		2.28	1616	2450
	2	80	LOYD ROGERS JR AND LIMBERLY ROGERS	3477 MORTON LN	55		2.27	861	3014
	2	81	BERGSTROM FAMILY REVOCABLE LIVING TRUST	3591 MORTON LN	55		1.03	PB 34	93
	2	82	TOWN OF SMYRNA	3639 MORTON LN	55		1.07	759	3444
	2	83	RUTHERFORD COUNTY	200 RED HAWK PKWY	55		1.04	437	913
	2	84	VALERIE MICHAEL	606 MEADOWLARK DR	55I	A	20.00	PB 7	105

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	2	85	ROBERT AND DESTINY BURGETT	526 MEADOWLARK DR	55I	A	19.00	PB 7	105
	2	86	MUNER CHALSH AND BARASHY SIBER	4929 ELMVIEW CT	72H	C	11.00	PB 48	200
	2	87	GEORGE ALLEN JR AND CYNTHIA MALONE	4933 ELMVIEW CT	72H	C	10.00	PB 48	200
	2	88	HILLCREST HOMES LLC	4937 ELMVIEW CT	72H	C	9.00	PB 48	200
	2	89	MIDDLE TENNESSEE ELECTRIC	ALMAVILLE RD	72		13.01	454	380
	2	90	FIRST BAPTIST CHURCH OF SMYRNA TENNESSEE	ALMAVILLE RD	73		17.00	931	3590
	3	91	KEITH AND AMY LOCKE	6698 ALMAVILLE RD	76		12.06	505	489
	3	92	PHOUVANH AND NICOLE HYOUIBANDITH	6697 ALMAVILLE RD	76		12.04	432	2557
	3	93	PHYLLIS BUTT AND MELANIE MASSA	6815 ALMAVILLE RD	76		13.00	WB75	452
	3	94	LISA AND ROBERT BOGLE	331 BOGLE RD	77		37.01	423	634
	3	95	MARK AND DONYA WAYNICK	6905 ALMAVILLE RD	76		13.07	1684	2007
	3	96	GENE PORTER AND ANN WOOD	7285 ALMAVILLE RD	76		26.12	369	813
	3	97	CHRISTOPHER AND SARA WAYNICK	401 BOGLE RD	77		38.01	2205	1968
	3	98	BUKER LIVING TRUST, TRUSTEE WILLIAM BUKER	7361 ALMAVILLE RD	76		26.14	2313	1802
	3	99	STONES RIVER CONSTRUCTION LLC	7477 ALMAVILLE RD	76		26.00	2244	2783
	3	100	WILLIAM AND DORIS HOLLIS	ALMAVILLE RD	76		27.05	287	205
	3	101	WILLIAM HOLLIS AND SANDRA PIPER	7723 ALMAVILLE RD	76		27.00	1699	3161
	3	102	JO ANN LEE AND NORMA LEE HAWK	7492 OLD SHORES RD	76		37.00	1400	3326
	3	103	BETTY BOWLING ESTATE, EXECUTOR DAVID BOWLING	7572 OLD SHORES RD	76		37.03	WB67	566
	3	104	JUNIOR ROY AND MARY RUTH PUGH	7961 ALMAVILLE RD	76		40.00	2137	1935

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 6.m.
Department: Legal
Date: August 12, 2025

Subject:
Approval of the terms of, and authorization for the Mayor to execute, a contract with Joshua Title, LLC to provide acquisition services related to the Lynwood/Stewarts Creek sewer line project.

Fiscal Impact:
$ 62,400.00 (52 tracts @ $ 1,200.00 per tract)

Contract Type:
Professional Services Contract

Contract Term (if applicable):

Background:
The Town of Smyrna is installing a new sewer line in the Lynwood/Stewart Creek area. In order to do so, the Town of Smyrna must obtain easements from affected property owners. Joshua Title, LLC will be providing assistance in identifying affected property owners so that the Town of Smyrna can obtain those easements.

Summary:
Joshua Title, LLC is being retained to provide assistance with acquiring interests in real property necessary for completion of the Lynwood/Stewarts Creek sewer line project. Specifically, assistance is needed in identifying property owners the Town will need to obtain easements from in order to construct sewer lines for the Lynwood/Stewarts Creek project.

Recommended Council Action:
Legal requests that the Council grant Mayor Reed permission to sign the contract with Joshua Title, LLC related to assistance in acquiring interests in real property necessary for completion of the Lynwood/Stewarts Creek sewer line project.

Attachments:
1. Joshua Contract - signed by Title Company
2. Exhibit 2 to Contract

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the Town of Smyrna, Tennessee, (hereinafter referenced as "Town") and **JOSHUA TITLE, LLC** (hereinafter referenced as "JOSHUA TITLE"), who mutually agree as follows:

DECLARATIONS. Town desires to retain **JOSHUA TITLE** to provide title and closing services for the **Lynwood/Stewarts Creek** project, (hereinafter referenced as "Project"). **JOSHUA TITLE** shall provide for the following:

1. SCOPE OF SERVICES. Provide title opinion and closing services for Lynwood/Stewarts Creek project.

2. COMPENSATION AND METHOD OF PAYMENT. Joshua Title shall be compensated per tract for approximately fifty two (52) tracts (Tracts 1-52, as identified in Exhibit 2) at $1,200.00 per tract.

3. OTHER TERMS AND CONDITIONS. This Agreement shall also be subject to the description of work described within the document attached as Exhibit 1 hereto, which terms and conditions are incorporated herein by reference.

The Town Council Approved this Agreement on the ____ day of _____, 2025.

BY: _____

Name: Carla Long Burroughs
Date: July 11, 2025
Title: Owner

BY: _____

Mary Esther Reed
Mayor
Date:

EXHIBIT 1

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES ARTICLE 1. SERVICES. JOSHUA TITLE will be responsible for:

- Preparing title opinion letter/updates.
- Easement/Deed preparation/revisions.
- Settlement statement preparation.
- Scheduling closing times (in JOSHUA TITLE's office) with seller.
- Disbursing funds to seller.
- Recording documents and returning same to Smyrna.
- Providing legal assistance as needed to complete the transaction, unless excessive legal work is required.
- Determining changes of ownership interest, i.e. death, divorce, etc.
- Including the project name in the subject portion of any email or correspondence to the Town.
- Assisting with corporate documentation/authorization to convey, i.e., LLCs, trusts, etc.
- Maintaining current acquisition table
- Obtaining partial releases for mortgages, judgments, etc., as applicable
- Communicating with Smyrna Utilities Management regarding changes to project plans/legal descriptions and final approval of Easements/Deeds before closing.

ARTICLE 2. TOWN'S RESPONSIBILITIES. Town, or its authorized representative, will:

- Provide JOSHUA TITLE with all information regarding the Project, which is available to, or reasonably obtainable by, the Town that is relative to the work being done under the agreement, including but not limited to an initial acquisition table if available.
- Designate, in writing, the sole Utility Department Project representative from the Town to coordinate with and direct JOSHUA TITLE, and provide all contact information.
- Guarantee to JOSHUA TITLE that it has the legal capacity to enter into this contract and that sufficient monies are available to fund JOSHUA TITLE's compensation.
- Provide contact information for each seller
- Ensure legal descriptions from engineer are provided for easement preparation.
- Provide initial templates for easements, partial releases, etc.

- Submit payment for each tract to JOSHUA TITLE in an amount to include payment to seller, recording fees, and payment to JOSHUA TITLE by one check made out to JOSHUA TITLE Escrow Account.

ARTICLE 3. GENERAL CONDITIONS.

3.1 JOSHUA TITLE, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

3.2 Neither Town nor JOSHUA TITLE may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent JOSHUA TITLE from engaging independent entities, associates, and subcontractors to assist in the performance of the Services at JOSHUA TITLE's cost.

3.4 INDEMNIFICATION. JOSHUA TITLE agrees to indemnify and hold Town harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by JOSHUA TITLE's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of JOSHUA TITLE and Town, they shall be borne by each party in proportion to its own negligence.

3.5. SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

ARTICLE 4. TERMINATION BY THE TOWN. The Town may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Cause. If JOSHUA TITLE does not perform the work, or any part thereof, in a timely manner, supply supervisory personnel, or fail to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the Town, in addition to any other rights it may have against JOSHUA TITLE or others, may terminate the performance of JOSHUA TITLE, in whole or in part at the Town's sole option.

In such case, JOSHUA TITLE shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Town of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Town, such remainder shall belong to JOSHUA TITLE. Otherwise, JOSHUA TITLE shall pay and make whole the Town for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of JOSHUA TITLE is terminated by the Town for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

4.2 The Town's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. JOSHUA TITLE shall provide the Services as described in Exhibit 1, SCOPE OF SERVICES or as described in paragraphs 1, 2 and 3 of the Agreement.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement. The services to be performed shall commence upon notification from Town of Smyrna and formally communicated to JOSHUA TITLE. For tracts with clear title and no outstanding mortgages or liens, Joshua Title agrees to complete closing within thirty (30) days of receipt of the tracts from the Town

6.2 Should Town request changes in the scope, extent, or character of the Project, the time of performance of JOSHUA TITLE's services and compensation shall be adjusted equitably.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the Town and JOSHUA TITLE shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status.

7.2 NO THIRD PARTY RIGHTS CREATED. Town and JOSHUA TITLE each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of Town and JOSHUA TITLE. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the JOSHUA TITLE.

ARTICLE 8. EXTENT OF AGREEMENT:

8.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee. Any provision of this Agreement held to violate a law or

regulation shall be deemed void, and all remaining provisions shall continue in force.

8.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between Town and JOSHUA TITLE for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by Town and JOSHUA TITLE

ARTICLE 9. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

EXHIBIT 2

EXHIBIT 2
Town of Smyrna Stewarts Creek Sewer Line Extension
Easement Acquisition Table

PHASE	TRACT NO.	OWNER NAME	PROPERTY ADDRESS	MAP	GROUP	PARCEL	BOOK	PAGE
1	1	THE MEADOWS HOA	201 NEECEE DR	55E	A	22.01	42	195
1	2	ALEXANDER AND BROOKE PULIDO	449 MCAMOORE DR	55E	A	10.00	PB 8	121
1	3	THOMAS KAIN	445 MCAMOORE DR	55E	A	11.00	PB 8	121
1	4	KAREN AND ANTHONY CARR	441 MCAMOORE DR	55E	A	11.01	PB 10	199
1	5	LARRY AND LECIA ANDERSON	437 MCAMOORE DR	55E	A	36.00	PB 11	99
1	6	JON WILLIAMSON	544 WILMOORE CT	55D	A	12.00	PB 9	64
1	7	DONNA CHERRY	548 WILMOORE CT	55D	A	13.00	PB 9	64
1	8	JAMIE ROBERSON	539 WILMOORE CT	55D	A	14.00	PB 9	64
1	9	JIMMY AND SHELIA HAYES	535 WILMOORE CT	55D	A	15.00	PB 9	64
1	10	RIGOBERTO AND MARROQUIN SANTOS	531 WILMOORE CT	55D	A	16.00	PB 9	64
1	11	GAYTHA INGRAM	537 WILMOORE CT	55D	A	17.00	PB 9	64
1	12	JAIRO ESTEBAN	338 ONE MILE LN	55		13.06	1668	1150
1	13	LISA HEWITT	201 PEEBLES DR	55F	B	30.01	PB 16	79
1	14	CHING AND EARL RICH	205 PEEBLES DR	55F	B	30.00	PB 12	64
1	15	JAMES BRYANT GRIFFIN	207 PEEBLES DR	55F	B	29.00	PB 12	64
1	16	CHAFFRON MCCARTY AND CASPER CORDER	209 PEEBLES DR	55F	B	28.00	PB 12	64
1	17	MACIE MEEKS	211 PEEBLES DR	55F	B	27.00	PB 12	64
1	18	KEVIN AND ANISSA MEEKS	213 PEEBLES DR	55F	B	26.00	PB 12	64
1	19	RALPH AND R A COOLEY	215 PEEBLES DR	55F	B	25.00	PB 12	64
1	20	CHARLE THOMAS BYRD	219 PEEBLES DR	55F	B	24.00	PB 12	64
1	21	CARL AND SANDRA DAVIS	223 PEEBLES DR	55K	B	9.00	PB 12	78

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	1	22	WESLEY BOWDEN	225 PEEBLES DR	55K	B	10.00	PB 12	78
	1	23	ALLEN FAMILY REVOCABLE INETR VIVOS TRUST	215 WELLINGTON WAY	55		27.00	645	155
	1	24	STEVEN AMD KARLA LUKER	235 WELLINGTON WAY	55J	B	53.00	PB 11	125
	1	25	DEBRA AND THOMAS STOVER	236 WELLINGTON WAY	55J	B	52.00	PB 12	74
	1	26	KATRINA WEEMS	346 ALDEN COVE DR	55J	B	51.00	PB 12	74
	1	27	ALBERT ERNEST AND BERNICE DIANE WATSON	344 ALDEN COVE DR	55J	B	50.00	PB 12	74
	1	28	WILLIAM AND RENA LUNDERS	342 ALDEN COVE DR	55J	B	49.00	PB 12	74
	1	29	JOHN AND SUSAN CLARK	8304 STEWARTS BEND DR	55N	B	2.00	48	286
	1	30	RHONDA JEAN BROWN	8308 STEWARTS BEND DR	55N	B	3.00	PB 12	167
	1	31	RANDY AND TERRI GOWLER	8314 STEWARTS BEND DR	55N	B	4.00	PB 12	167
	1	32	DANNY AND KATHY TEDDER	8318 STEWARTS BEND DR	55N	B	5.00	PB 12	167
	1	33	GARY AND DEBRA UPLEGER	8324 STEWARTS BEND DR	55N	B	6.00	PB 12	167
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Town of Smyrna Stewarts Creek Sewer Line Extension
Easement Acquisition Table

	PHASE	TRACT NO.	OWNER NAME	PROPERTY ADDRESS	MAP	GROUP	PARCEL	BOOK	PAGE
	1	64	JAMES COWAN AND ERIN POTTS	7279 BURNT KNOB RD	76		11.06	2398	3325
	1	65	ROY VONCENT AND DOLLY MITCHELL	7384 BURNT KNOB RD	76		11.01	1953	3417
	2	66	JOHN EBERLE JR	3688 ALMAVILLE RD	55		32.01	1150	1622
	2	67	JAMES AND DOROTHY PIRTLE	103 BATEY CT	55O	B	6.00	PB 11	53
	2	68	PAUL AND C JOANN MOORE	105 BATEY CT	55O	B	5.00	PB 11	53
	2	69	GARY AND JANET HEATH	509 DAVIS CT	55J	B	33.00	PB 12	63
	2	70	DAMON AND ESTELLE DAVIS	507 DAVIS CT	55J	B	32.00	PB 12	63
	2	71	GEORGE LARRY AND LINDA PARKER	3367 ALMAVILLE RD	55		27.02	367	46
	2	72	NEWBERRY PROPCO LLC	3368 ALMAVILLE RD	55		2.16	2470	2771
	2	73	MILROSE PROPERTIES TENNESSEE LLC	ALMAVILLE RD	55		29.05	2503	3917
	2	74	HAROLD OLIVER JR AND GATHELYN OLIVER REVOCABLE LIVING TRUST	MORTON LN	55		2.33	PB 50	215
	2	75	TIM AND MICHELLE BARNARD	MORTON LN	55		2.23	PB 50	215
	2	76	GAYLORD AND CAROL DORN, DORN LIVING TRUST	3313 MORTON LN	55		2.25	2427	1229
	2	77	GAYLORD AND CAROL DORN, DORN LIVING TRUST	3313 MORTON LN	55		2.19	2427	1229
	2	78	ZOMI OF AMERICAS BAPTIST CHURCH	3399 MORTON LN	55		2.29	2357	3612
	2	79	MICHAEL AND SAMANTHA COMTE	3405 MORTON LN	55		2.28	1616	2450
	2	80	LOYD ROGERS JR AND LIMBERLY ROGERS	3477 MORTON LN	55		2.27	861	3014
	2	81	BERGSTROM FAMILY REVOCABLE LIVING TRUST	3591 MORTON LN	55		1.03	PB 34	93
	2	82	TOWN OF SMYRNA	3639 MORTON LN	55		1.07	759	3444
	2	83	RUTHERFORD COUNTY	200 RED HAWK PKWY	55		1.04	437	913
	2	84	VALERIE MICHAEL	606 MEADOWLARK DR	55I	A	20.00	PB 7	105

EXHIBIT 2
Town of Smyrna Stewarts Creek Sewer Line Extension
Easement Acquisition Table

	PHASE	TRACT NO.	OWNER NAME	PROPERTY ADDRESS	MAP	GROUP	PARCEL	BOOK	PAGE
	2	85	ROBERT AND DESTINY BURGETT	526 MEADOWLARK DR	55I	A	19.00	PB 7	105
	2	86	MUNER CHALSH AND BARASHY SIBER	4929 ELMVIEW CT	72H	C	11.00	PB 48	200
	2	87	GEORGE ALLEN JR AND CYNTHIA MALONE	4933 ELMVIEW CT	72H	C	10.00	PB 48	200
	2	88	HILLCREST HOMES LLC	4937 ELMVIEW CT	72H	C	9.00	PB 48	200
	2	89	MIDDLE TENNESSEE ELECTRIC	ALMAVILLE RD	72		13.01	454	380
	2	90	FIRST BAPTIST CHURCH OF SMYRNA TENNESSEE	ALMAVILLE RD	73		17.00	931	3590
	3	91	KEITH AND AMY LOCKE	6698 ALMAVILLE RD	76		12.06	505	489
	3	92	PHOUVANH AND NICOLE HYOUIBANDITH	6697 ALMAVILLE RD	76		12.04	432	2557
	3	93	PHYLLIS BUTT AND MELANIE MASSA	6815 ALMAVILLE RD	76		13.00	WB75	452
	3	94	LISA AND ROBERT BOGLE	331 BOGLE RD	77		37.01	423	634
	3	95	MARK AND DONYA WAYNICK	6905 ALMAVILLE RD	76		13.07	1684	2007
	3	96	GENE PORTER AND ANN WOOD	7285 ALMAVILLE RD	76		26.12	369	813
	3	97	CHRISTOPHER AND SARA WAYNICK	401 BOGLE RD	77		38.01	2205	1968
	3	98	BUKER LIVING TRUST, TRUSTEE WILLIAM BUKER	7361 ALMAVILLE RD	76		26.14	2313	1802
	3	99	STONES RIVER CONSTRUCTION LLC	7477 ALMAVILLE RD	76		26.00	2244	2783
	3	100	WILLIAM AND DORIS HOLLIS	ALMAVILLE RD	76		27.05	287	205
	3	101	WILLIAM HOLLIS AND SANDRA PIPER	7723 ALMAVILLE RD	76		27.00	1699	3161
	3	102	JO ANN LEE AND NORMA LEE HAWK	7492 OLD SHORES RD	76		37.00	1400	3326
	3	103	BETTY BOWLING ESTATE, EXECUTOR DAVID BOWLING	7572 OLD SHORES RD	76		37.03	WB67	566
	3	104	JUNIOR ROY AND MARY RUTH PUGH	7961 ALMAVILLE RD	76		40.00	2137	1935

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.a.
Department: Administration
Date: August 12, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance amending Town of Smyrna Municipal Code Title 9: "Business, Peddlers, Solicitors, and the Like"; specifically Chapter 1 "Peddlers" relative to transient vendor permits and the addition of Chapter 6 relative to "Door-To-Door Solicitation."

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The attached amendment would clarify that all transient businesses are required to obtain separate Town business permits for each business location, notwithstanding that the same business operator may be conducting operations at multiple locations.

In addition, we are requesting that Chapter 6 be added to Title 9 of the Municipal Code establishing a No Solicitation List and providing for additional regulations for door-to-door solicitation within the Town of Smyrna.

Recommended Council Action:
Staff recommends approval of the terms of the attached proposed ordinance amendment and addition relative to Title 9 of the Municipal Code.

Attachments:
1. Ordinance #25-20
2. Proposed Amendment- Transient Vendors
3. Proposed Addition- Door-to-Door Solicitation

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-20

AN ORDINANCE relative to the amendment of the Town of Smyrna Municipal Code, Title 9 “Business, Peddlers, Solicitors, and the Like” Chapter 1 "Peddlers” Section 9-102, relative to separate permit requirement for transient businesses operating at multiple locations and adding Chapter 6 “Door-to-Door Solicitation” Sections 9-601, et.seq. regulating door-to-door salesmen.

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(26), Town Council shall have the power to provide and maintain charitable, educational, recreative, curative, corrective, detentive, or penal institutions, departments, functions, facilities, instrumentalities, conveniences and services; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(32), Town Council shall have the power to plan for the orderly development of the community, including economic, physical, educational and cultural aspects, and to institute programs to effectuate such plans; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(34), Town Council shall have the power to create and empower boards, commissions, committees and agencies to facilitate the orderly and efficient implementation of governmental tasks, regulations, and policies; and

WHEREAS, in accordance with the Charter of the Town of Smyrna, Tennessee, Article 2, Section 2.01(35), Town Council shall have the power to exercise and have all other powers, functions, rights, privileges and immunities granted by general law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the town and its inhabitants, and all implied powers necessary to carry into execution all powers granted in the Charter of the Town of Smyrna, Tennessee.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That Title 9 “Business, Peddlers, Solicitors, and the Like” Chapter 1 "Peddlers” Section 9-102, and Chapter 6 “Door-to-Door Solicitation” shall be provided in the Code as appearing in Exhibit “A” attached hereto and incorporated herein by reference as if set forth at length verbatim, the health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2025.

PASSED on second reading by the Town Council the ____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

TITLE 9: BUSINESS, PEDDLERS, SOLICITORS, AND THE LIKE

Chapter

1. PEDDLERS
2. CHARITABLE SOLICITORS
3. TAXICABS
4. CABLE TELEVISION
5. ADULT-ORIENTED ESTABLISHMENTS

CHAPTER 1: PEDDLERS

Section

9-101 Definitions
9-102 Permit required
9-103 Exemptions
9-104 Application for permit
9-105 Use of streets
9-106 Exhibition of permit
9-107 Police to enforce
9-108 Revocation or suspension of permit
9-109 Reapplication
9-110 Expiration and renewal of permit
9-111 Violation and penalty

Cross-references:

Beer, see Title 8
Buildings, see Title 12
Housing code, see Title 12
Junkyards, see Title 13
Plumbing, see Title 12
Privilege taxes, see Title 5
Refuse, see Title 17
Utilities, see Title 19
Water and sewer, see Title 18

' 9-101 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PEDDLER. Any person, firm, or corporation, either a resident or a nonresident of the city, who has no permanent regular place of business and who goes from dwelling to dwelling, business to business, place to place, or from street to street, carrying or transporting goods, wares, or merchandise and offering or exposing the same for sale.

SOLICITOR. Any person, firm, or corporation who goes from dwelling to dwelling, business to business, place to place, or from street to street, taking or attempting to take orders for any goods, wares, or merchandise, or personal property of any nature whatever for future delivery, except that the term shall not include solicitors for charitable and religious purposes and solicitors for subscriptions as those terms are defined below.

SOLICITOR FOR CHARITABLE OR RELIGIOUS PURPOSES. Any person, firm, corporation, or organization who or which solicits contributions from the public, either on the streets of the city or from door to door, business to business, place to place, or from street to street, for any charitable or religious organization, and who does not sell or offer to sell any single item at a cost to the purchaser in excess of $10. No organization shall qualify as a Acharitable@ or Areligious@ organization unless the organization meets one of the following conditions:

(a) Has a current exemption certificate from the Internal Revenue Service issued under ' 501(c)(3) of the Internal Revenue Service Code of 1954, as amended;

(b) Is a member of United Way, Community Chest, or similar Aumbrella@ organizations for charitable or religious organizations; or

(c) Has been in continued existence as a charitable or religious organization in Rutherford County for a period of two years prior to the date of its application for registration under this chapter.

SOLICITOR FOR SUBSCRIPTIONS. Any person who solicits subscriptions from the public, either on the streets of the town, or from door to door, business to business, place to place, or from street to street, and who offers for sale subscriptions to magazines or other materials protected by provisions of the Constitution of the United States.

STREET BARKER. Any peddler who does business during recognized festival or parade days in the town and who limits his or her business to selling or offering to sell novelty items and similar goods in the area of the festival or parade.

TRANSIENT VENDOR.

(a) Any person who brings into temporary premises and exhibits stocks of merchandise to the public for the purpose of selling or offering to sell the merchandise to the public. ***TRANSIENT VENDOR*** does not include any person selling goods by sample, brochure, or sales catalog for future delivery; or to sales resulting from the prior invitation to the seller by the owner or occupant of a residence.

(b) For purposes of this definition, Amerchandise@ means any consumer item that is or is represented to be new or not previously owned by a consumer, and Atemporary premises@ means any public or quasi-public place including a hotel, rooming house, storeroom, building or part of a building, tent, vacant lot, railroad car, or motor vehicle which is temporarily occupied for the purpose of exhibiting stocks of merchandise to the public.

(c) Premises are not temporary if the same person has conducted business at those premises for more than six consecutive months or has occupied the premises as his or her permanent residence for more than six consecutive months.
(2007 Code, ' 9-101)

Statutory reference:

Peddlers and transient venders, see T.C.A. " 62-30-101 et seq., contains permit requirements for Atransitory vendors@. The definition of Atransient vendors@ is taken from T.C.A. ' 62-30-101(3). Note also that T.C.A. ' 67-4-709(a) prescribes that transient vendors shall pay a tax of $50 for each 14-day period in each county and/or municipality in which such vendors sell or offer to sell merchandise for which they are issued a business license, but that they are not liable for the gross receipts portion of the tax provided for in T.C.A. ' 67-4-709(b).

' 9-102 PERMIT REQUIRED.

It shall be unlawful for any peddler, street barker, solicitor, or transient vendor to ply his or her trade within the corporate limits without first obtaining a permit therefor in compliance with the provisions of this chapter. **A separate permit is required for each location** at which a business operates, notwithstanding that the same business operator may be conducting operations at multiple locations. No permit shall be used at any time by any person other than the one to whom it is issued.
(2007 Code, ' 9-102) Penalty, see ' 9-111

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' 9-103 EXEMPTIONS.

The terms of this chapter shall not be applicable to persons selling at wholesale to dealers, nor to newsboys, nor to persons selling agricultural products, who in fact, themselves produced the products being sold, or bona fide merchants who merely deliver goods in the regular course of business, nor to bona fide charitable, religious, patriotic, or philanthropic organizations.
(2007 Code, ' 9-103)

' 9-104 APPLICATION FOR PERMIT.

Applicants for a permit under this chapter must file with the Town Clerk a sworn written application containing the following:

(1) Name of applicant;

(2) Complete permanent home address and local address of the applicant and, in the case of transient merchants, the local address from which proposed sales will be made;

(3) A brief description of the nature of the business and the goods to be sold;

(4) The dates for which the applicant intends to do business or make solicitations;

(5) Length of time for which the right to do business is desired;

(6) Complete name and permanent address of the business or organization the applicant represents;

(7) The make, model, complete description, and license tag number and state of issue, of each vehicle to be used to make sales or solicitations, whether or not such vehicle is owned individually by the person making sales or solicitations, by the business or organization itself, or rented or borrowed from another business or person;

(8) At the time of filing the application, a non-refundable fee as set forth in the fee schedule adopted with the annual budget ordinance shall be paid to the Town Clerk to cover processing of the application; and

(9) Each applicant for a permit as a transient vendor shall submit with his or her application a tax set in accordance with T.C.A. ' 67-4-709(a) for each 14-day period in which the vendor sells or offers merchandise for which they are issued a business license.
(2007 Code, ' 9-104)

' 9-105 USE OF STREETS.

No permittee shall have any exclusive right to any location in the public streets, nor shall any be permitted a stationary location thereon, nor shall any be permitted to operate in a congested area where such operation might impede or inconvenience the public use of such streets. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested and the public impeded or inconvenienced.
(2007 Code, ' 9-105)

' 9-106 EXHIBITION OF PERMIT.

Permittees are required to have in their possession a valid permit while making sales or solicitations, and shall be required to exhibit their permits at the request of any police officer or code enforcement officer.
(2007 Code, ' 9-106)

' 9-107 POLICE TO ENFORCE.

It shall be the duty of all police officers to see that the provisions of this chapter are enforced.
(2007 Code, ' 9-107)

' 9-108 REVOCATION OR SUSPENSION OF PERMIT.

(1) Permits issued under the provisions of this chapter may be suspended or revoked by the Town Council after notice and hearing, for any of the following causes:

(a) Fraud, misrepresentation, or incorrect statement contained in the application for permit or made in the course of carrying on the business of solicitor, canvasser, peddler, transient merchant, itinerant merchant, or itinerant vendor; or

(b) Any violation of this chapter.

(2) (a) Notice of the hearing for revocation or suspension of a permit shall be given by the Town Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing.

(b) Such notice shall be mailed to the permittee at his or her last known address at least five days prior to the date set for hearing or it shall be delivered by a police officer in the same manner as a summons at least three days prior to the date set for hearing.

(3) When reasonably necessary in the public interest, the Town Manager may temporarily suspend a permit pending the revocation hearing.
(2007 Code, ' 9-108)

' 9-109 REAPPLICATION.

No permittee whose permit has been revoked shall make further application until a period of at least six months has elapsed since the last revocation.
(2007 Code, ' 9-109)

' 9-110 EXPIRATION AND RENEWAL OF PERMIT.

(1) The permit of peddlers, solicitors, and transient vendors shall expire on the same date that the permit holder=s privilege license expires. The registration of any peddler, solicitor, or transient vendor who for any reason is not subject to the privilege tax shall be issued for six months.

(2) The permit of street barkers shall be for a period corresponding to the dates of the recognized parade or festival days of the town.

(3) The permit of solicitors for religious or charitable purposes and solicitors for subscriptions shall expire on the date provided in the permit, not to exceed 30 days.
(2007 Code, ' 9-110)

' 9-111 VIOLATION AND PENALTY.

In addition to any other action the town may take against a permit holder in violation of this chapter, such violation shall be punishable under the general penalty provision of this code. Each day a violation occurs shall constitute a separate offense.
(2007 Code, ' 9-111)

CHAPTER 2: CHARITABLE SOLICITORS

Section

9-201 Permit required
9-202 Requirements as to application and hearing
9-203 Prerequisites for a permit
9-204 Denial of a permit
9-205 Exhibition of permit
9-206 Violation and penalty

Cross-reference:

Contributions to nonprofit charitable and nonprofit civic organizations, see Title 5, Chapter 6
Roadblocks, see ' 16-114

' 9-201 PERMIT REQUIRED.

No person shall solicit contributions or anything else of value for any real or alleged charitable or religious purpose without a permit from the Town Clerk authorizing such solicitation. Provided, however, that this section shall not apply to any locally established organization or church operated exclusively for charitable or religious purposes if the solicitations are conducted exclusively among the members thereof, voluntarily and without remuneration for making such solicitations, or if the solicitations are in the form of collections or contributions at the regular assemblies of any such established organization or church.
(2007 Code, ' 9-201) Penalty, see ' 9-206

' 9-202 REQUIREMENTS AS TO APPLICATION AND HEARING.

(1) No person shall be eligible for a charitable solicitors permit if he or she has been convicted of a felony within the last ten years or if he or she has been convicted of any misdemeanor involving theft or fraud. Applications shall be made under oath and in writing to the Town Manager. The Chief of Police or his or her designee shall perform a criminal background check.

(2) The application shall state the:

(a) Name and address of the applicant;

(b) The name and address of the charity for which contributions shall be sought;

(c) The name and address of the representative official of the charity for which contributions shall be sought;

(d) Documentation showing registration with the State of Tennessee and the most recent annual report, if any;

(e) The dates for which contributions shall be solicited within the town;

(f) A copy of any and all literature which shall be provided to citizens by the solicitors at the time of solicitation, which documentation shall not be used as a basis for denial of a permit; and

(g) Such further information as the Town Manager may require.

(3) The application shall be submitted at least ten business days prior to the date solicitation is scheduled to begin. Within five days after receipt of an application, the Town Manager shall make a thorough investigation of the applicant and recommend to the Town Clerk whether or not such charitable solicitor permit shall be granted considering the information in the application and the considerations of ' 9-203 herein. If an applicant is denied a permit, the applicant may request a hearing by the Town Council. Such request for a hearing must be received within five days of the denial for the permit. The hearing shall be conducted at the next regularly scheduled Town Council meeting. The discussion of the Town Council as to whether or not to grant or deny the permit shall be final.
(2007 Code, ' 9-202)

' 9-203 PREREQUISITES FOR A PERMIT.

The Town Clerk shall issue a permit authorizing charitable or religious solicitations when, after a reasonable investigation, he or she finds the following facts to exist.

(1) The applicant has a good character and reputation for honesty and integrity, or if the applicant is not an individual person, that every member, managing officer, or agent of the applicant has a good character or reputation for honesty and integrity.

(2) The control and supervision of the solicitation will be under responsible and reliable persons.

(3) The applicant has not engaged in any fraudulent transaction or enterprise.

(4) The solicitation will not be a fraud on the public but will be for a bona fide charitable or religious purpose.

(5) The solicitation is prompted solely by a desire to finance the charitable cause described by the applicant.
(2007 Code, ' 9-203)

' 9-204 DENIAL OF A PERMIT.

Any applicant for a permit to make charitable or religious solicitations may appeal to the Town Council if he or she has not been granted a permit within 15 days after he or she makes application therefor.
(2007 Code, ' 9-204)

' 9-205 EXHIBITION OF PERMIT.

Any solicitor required by this chapter to have a permit shall exhibit such permit at the request of any police officer or person solicited.
(2007 Code, ' 9-205)

' 9-206 VIOLATION AND PENALTY.

In addition to any other action the town may take against a permit holder in violation of this chapter, such violation shall be punishable under the general penalty provision of this code. Each day a violation occurs shall constitute a separate offense.
(2007 Code, ' 9-206)

Smyrna - Business, Peddlers, Solicitors, and the Like

CHAPTER 6

DOOR-TO-DOOR SOLICITATION

SECTION

9-601. Purpose.
9-602. Solicitation Prohibited by Posting of "No Solicitation"
9-603. No Solicitation List.
9-604. Enforcement.
9-605. Violation and Penalty.

9-601. Purpose.

The purpose of this chapter is as follows:

(1) To provide for the health, safety and welfare of the citizens of the Town of Smyrna;

(2) To balance the First Amendment rights of residential commercial solicitors with the privacy, safety, health and welfare of the residents within the Town of Smyrna;

(3) To prohibit commercial solicitations at residences where the owner or occupant has prohibited solicitation in a manner consistent with the provisions of this chapter.

9-602. Commercial Solicitation Prohibited by Posting of "No Solicitation".

No commercial solicitor shall enter or remain upon any private premises in the Town where a residence has been identified on the registry for "No Solicitation" or if a sign is clearly posted or placed at or near the entrance(s) to such premises or, in the case of a multi-family dwelling, at or near the entrance(s) to such individual dwelling;

9-603. No-Solicitation List.

(1) The Town may establish a no-solicitation list allowing any owner or lawful occupant of any residence within the Town to prohibit commercial solicitation at said residence by registering the address with the Town. Each individual residence must be identified and shall not be listed as a group, subdivision or complex. Such registration shall take effect as soon as it is noted on the Town's no-solicitation list.

(2) If the Town establishes a no-solicitation list, the Town shall maintain and publish on the Town's website and have available at the office of the Town Clerk such no-solicitation list consisting of all addresses that have been registered thereon.

(a) Such list shall be made available without charge to any person requesting same. No person shall be required to provide identification as a condition of obtaining a copy of such list.

(b) The Town will make the necessary arrangements to periodically update the no-solicitation list.

(c) Notwithstanding subsection 2(b), each address appearing on the no-solicitation list will remain on the list until removed by the occupant.

(3) Each permit holder shall be responsible for obtaining and reviewing a copy of the no-solicitation list immediately upon issuance of a permit under this chapter and at such intervals thereafter as may be reasonably necessary to ensure compliance with the requirements of section (4) of this ordinance.

(4) As of the effective date of the registration of a residential address under section (3) of this ordinance, door-to-door commercial solicitation at such address shall be prohibited until such time, if at all, that the address has been deleted from the no-solicitation list.

(5) Neither the Town nor any of its officers, employees, agents or authorized volunteers shall be liable to any person for any injuries, damages or liabilities of any kind arising from or relating to any errors or omissions that may occur in compiling or maintaining the no-solicitation list.

9-604. Enforcement.

It shall be the duty of the police department and/or codes department to see that the provisions of this chapter are enforced. Should a contradiction arise between another chapter of Title 9 and this chapter, the provisions of this chapter shall take precedence.

9-605. Violation and Penalty.

In the event complaints have been identified as creating a nuisance to the community, the Town Manager may revoke the permit(s) of the represented commercial business, along with all permits for solicitation under the direction of the company/proprietor, for up to twelve (12) months. In addition to any other action the town may take against a permit holder in violation of this chapter, such violation shall be punishable under the general penalty provision of the Town. Each day a violation occurs shall constitute a separate offense.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.b.
Department: Planning
Date: August 12, 2025

Subject:
PUBLIC HEARING: Consideration of a Resolution relative to a Plan of Services for properties located on Tax Map 20, Parcels 45.00, 61.01, 61.02, and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The attached plan of services details the services that would be provided by the Town upon the effective date of the annexation of the properties. The Town would be providing all services to these properties.

The Planning Commission held a public hearing, reviewed the Plan of Services, and recommended approval.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Resolution #25-13

RESOLUTION

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR THE ANNEXATION OF CERTAIN AREAS BY THE TOWN OF SMYRNA, TENNESSEE.

WHEREAS, TCA 6-51-102 (a) (2) as amended May 19, 1998, requires that a Plan of Service be adopted by the governing body of a municipality for areas where an annexation ordinance was not final on November 25, 1997.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF SMYRNA, TENNESSEE, AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described below, the following plan of service:

Hamilton Development, LLC
W. Jefferson Pike/SR 266

Tax Map 20, Parcels 61.01 and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01, owned by Hollingshead Land, LLC, and requested by Hamilton Development, LLC. Bordered on the west, south, and east by U.S. Army Corps of Engineers; on the east by Tax Map 26, Parcel 14.00, owned by Lawrence A. and Karen Yatuzis; and on the north by Tax Map 20, Parcel 45.00, owned by William S. and Howard S. Thornton, Tax Map 20, Parcel 61.02, owned by Nancy Nelms Gannon, and the existing right-of-way of W. Jefferson Pike/SR 266. Area annexed contains approximately 178.6 acres.

A. Water

Water services will be provided by the Town of Smyrna.

B. Wastewater

Wastewater services will be provided by the Town of Smyrna upon extension of the wastewater mains by the property owner.

C. Streets

1. Emergency maintenance of streets (repair of hazardous chuck holes, measures necessary for traffic flow, etc.) will begin on the effective date of annexation.

2. Routine maintenance, on the same basis as in the present Town limits, will begin in the annexed areas when funds from the State gasoline tax based on the annexed population are received.

3. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the town.

D. Planning and Zoning

The planning and zoning jurisdiction of the Town of Smyrna will extend to the annexed area on the effective date of annexation. Town planning will thereafter encompass the annexed areas.

E. Street Lighting

Street lights will be installed in substantially developed areas within approximately 18 months after the effective date of the annexation, under the standards currently prevailing in the existing Town limits.

F. Recreation

Residents of the annexed areas may use all existing libraries and parks, etc., on and after the effective date of annexation.

G. Street Name Signs

Street name signs where needed will be installed within approximately 18 months after the effective date of annexation.

H. Fire Protection

Fire protection by the present personnel and equipment of the Smyrna Fire Department will be provided on and after the effective date of annexation. Additional personnel and equipment will be provided, if needed, to maintain current standards.

I. Police Protection

Police patrol and response to calls by the Smyrna Police Department will be provided on and after the effective date of the annexation. Police services will be provided with existing personnel and additional personnel will be provided, if needed, to maintain current standards.

J. Traffic Control

Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

K. Refuse Collection

Refuse collection and disposal services shall continue to be provided by private contracts with individual residents.

L. Inspection Services

Any inspection services now provided by the Town of Smyrna will begin in the annexed area on the effective date of the annexation.

Section 2. This Resolution shall be effective from and after its adoption.

ADOPTED THIS ____TH DAY OF AUGUST, 2025

TOWN OF SMYRNA, TENNESSEE

_____
Mary Esther Reed, Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.c.
Department: Planning
Date: August 12, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance relative to the annexation and C-2 and I-1 zoning of property on Tax Map 20, Parcels 61.01 and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01 requested by Hamilton Development, LLC on behalf of Hollingshead Land, LLC containing 178.6 acres. The properties are located south of W. Jefferson Pike/SR 266.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The properties that are the subject of this request are located on W. Jefferson Pike/SR 266 beginning approximately .4 of a mile west of the interchange with I-840. The Land Use Plan for the portion of this request along W. Jefferson Pike/SR 266 is the 840 Gateway character area, which would support hospitality, retail, restaurant, high density residential, and industrial/warehousing uses. This extends from 400 feet to 1200 feet off of W. Jefferson Pike, depending on the location. For the portion of these properties that are south and west of this designation, Low Density Residential development would be supported. The surrounding zoning is PUD (Cornerstone at Smyrna) in Town and RM and CS in Rutherford County. The Town would be providing all services to this area upon annexation.

Summary:
The proposed zoning for this request is approximately 23.6 acres zoned C-2 along W. Jefferson Pike and the remaining 155 acres zoned I-1. This includes an increase of approximately .63 acres zoned C-2 based on discussion at the Planning Commission. The Planning Commission reviewed this request and recommended approval of the revised zoning plan 7 for, 0 against.

In the time since first reading, the developer has amended the area requested to be

zoned C-2 to increase it to approximately 30 acres, leaving approximately 148.6 acres which would be zoned I-1. A revised map has been attached, as well as visual renderings of the site from Jefferson Pike. Having said that, Tennessee Code Annotated 13-7-203 requires that no change or departure from the map as recommended by the Planning Commission can be made unless such change or departure is first submitted to the Planning Commission for review and recommendation prior to Council action. Since the areas requested to be zoned C-2 and I-1 have changed from the recommendation by the Planning Commission, this request should be sent back for review by the Planning Commission before the Town Council takes action.

Recommended Council Action:

Staff recommends deferral of this request back to the Planning Commission for consideration and recommendation of the revised request back to the Town Council.

Attachments:

1. Ordinance #25-21
2. Rezoning Application
3. Map 1
4. Map 2
5. Map 3
6. Map- Zoning Area Breakdown
7. Concept Plan
8. Sewer Conceptual
9. Property Description
10. Hickory Grove Business Park Concept 6
11. Hickory Grove Business Park Concept 6 - Commercial Enlg - Logos
12. Hollingshead Commercial Enlargements
13. Hickory Grove Zoning Map - 20250805
14. [High LS] 20250730 - Hollingshead Lumion Renderings

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-21

AN ORDINANCE relative to the annexation and C-2 & I-1 zoning of property located on Tax Map 20, Parcels 45.00, 61.01, 61.02, and 61.03 and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15,00, 15.01, and 18.01, comprising a total of approximately 180.83 acres.

WHEREAS, the Town Council has determined that it would be in the best interests of its existing residents to annex the above-described property, which borders the current Town limits, and that the failure to annex said property will impede the prosperity of the Town and/or endanger the health, safety and welfare of its inhabitants;

WHEREAS, the Planning Commission has reviewed the proposed annexation and has recommended to the Town Council the proposed annexation; and

WHEREAS, the annexation is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the annexation and zoning; and

WHEREAS, it has been determined that there will not be an adverse effect upon any specific adjoining property owners and/or any such adverse effect would be justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

Section 1. That the property located on Tax Map 20, Parcels 45.00, 61.01, 61.02, and 61.03 and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15,00, 15.01, and 18.01, comprising a total of approximately 180.83 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, annexed into the corporate limits of the Town of Smyrna, the health and welfare of the Town of Smyrna requiring it.

Section 2. That the property located on Tax Map 20, Parcels 45.00, 61.01, 61.02, and 61.03 and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15,00, 15.01, and 18.01, comprising a total of approximately 180.83 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, zoned C-2 & I-1, the health and welfare of the Town of Smyrna requiring it.

Section 3. This ordinance shall take effect and become operative thirty (30) days after its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2025.

PASSED on second reading by the Town Council the ____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Hamilton Development, LLC - Jeff Konieczny		
Street Address: 1 Music Circle South, Suite 110		
City: Nashville	State: TN	ZIP: 37203
Email: jeff@hamilton-devco.com	Phone: (303) 408-7817	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Hamilton Development, LLC - Jeff Konieczny		
Street Address: 1 Music Circle South, Suite 110		
City: Nashville	State: TN	ZIP: 37203
Email: jeff@hamilton-devco.com	Phone: (303) 408-7817	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: West Jefferson Pike & Hickory Grove Road		
Tax Map: Attached	Group: See Attached	Parcel: See Attached
Requested Lot Area (Square feet/Acres): 180.83 (8 parcels)		
Existing Zoning: RM	**Requested Zoning:** C-2 and I-1 (See Attached)	
*Current Property Owner (See Note Below): Hollingshead Land, LLC		
APPLICANT AUTHORIZATION		
Applicant Signature: Jeffrey Konieczny		Date: 6/9/2025
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

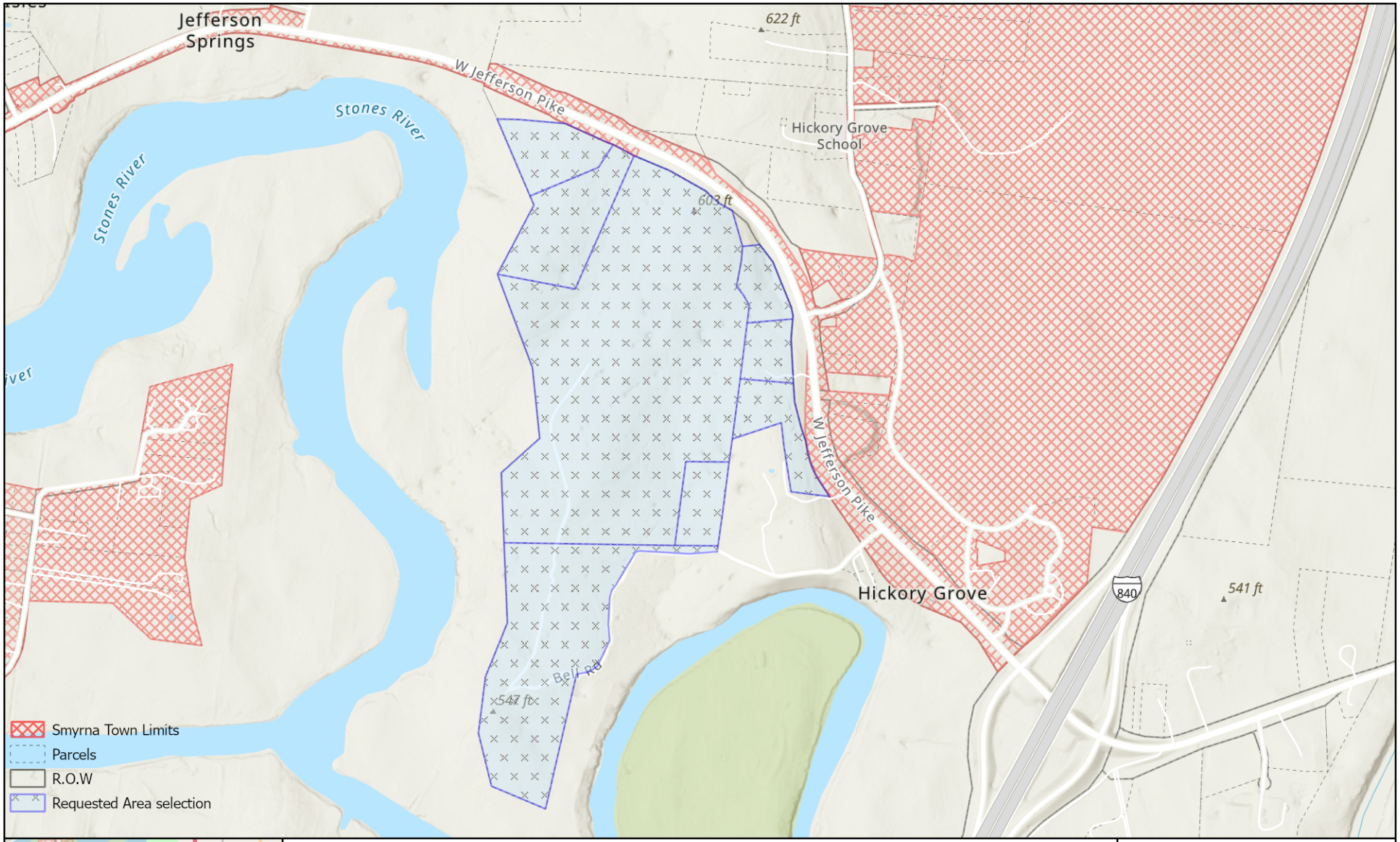
2025 SUBMITTAL AND MEETING CALENDAR

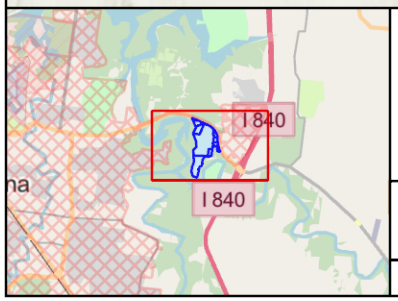
See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 9, 2024	JANUARY 9
JANUARY 13	FEBRUARY 6
FEBRUARY 10	MARCH 6
MARCH 10	APRIL 3
APRIL 7	MAY 1
MAY 12	JUNE 5
JUNE 9	TUESDAY - JULY 1
JULY 14	AUGUST 7
AUGUST 11	SEPTEMBER 4
SEPTEMBER 8	OCTOBER 2
OCTOBER 13	NOVEMBER 6
NOVEMBER 10	DECEMBER 4
DECEMBER 8	JANUARY 8, 2026

MEMBERS

Name	Term Expiration
Charles Scurr	2025
Tim Morrell	2025
Amy Wise	2025
Matthew Carver	2026
Salena Scott	2026
Marc Adkins, Council Member	Term of Office
Steve Sullivan, Council Member	Term of Office





Annexation - C-2 & I-1 Zoning Request

Tax Map: 20 | Parcels: 61.01, 61.03
Tax Map: 26 | Parcels: 13.00, 13.01, 13.02, 15.00, 15.01, 18.01
Acres: +/- 180.83 | Owners: Hollingshead Land, LLC

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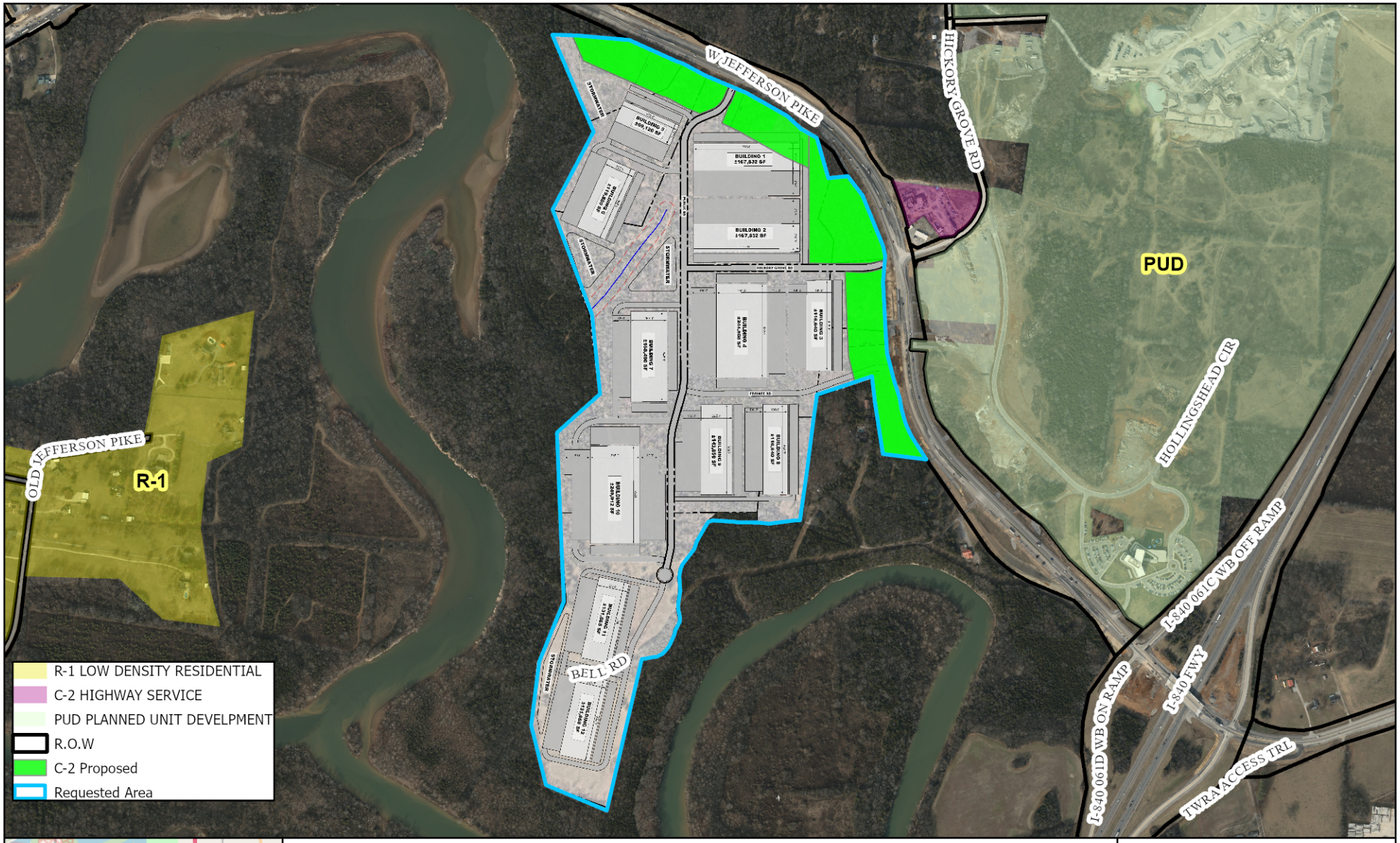
July 2025

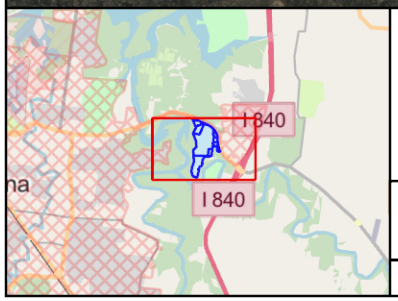
Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N

0 0.13 0.25 Mi

0 0.25 0.5 Km





Annexation - C-2 & I-1 Zoning Request

Tax Map: 20 | Parcels: 61.01, 61.03
Tax Map: 26 | Parcels: 13.00, 13.01, 13.02, 15.00, 15.01, 18.01
Acres: +/- 180.83 | Owners: Hollingshead Land, LLC

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

July 2025

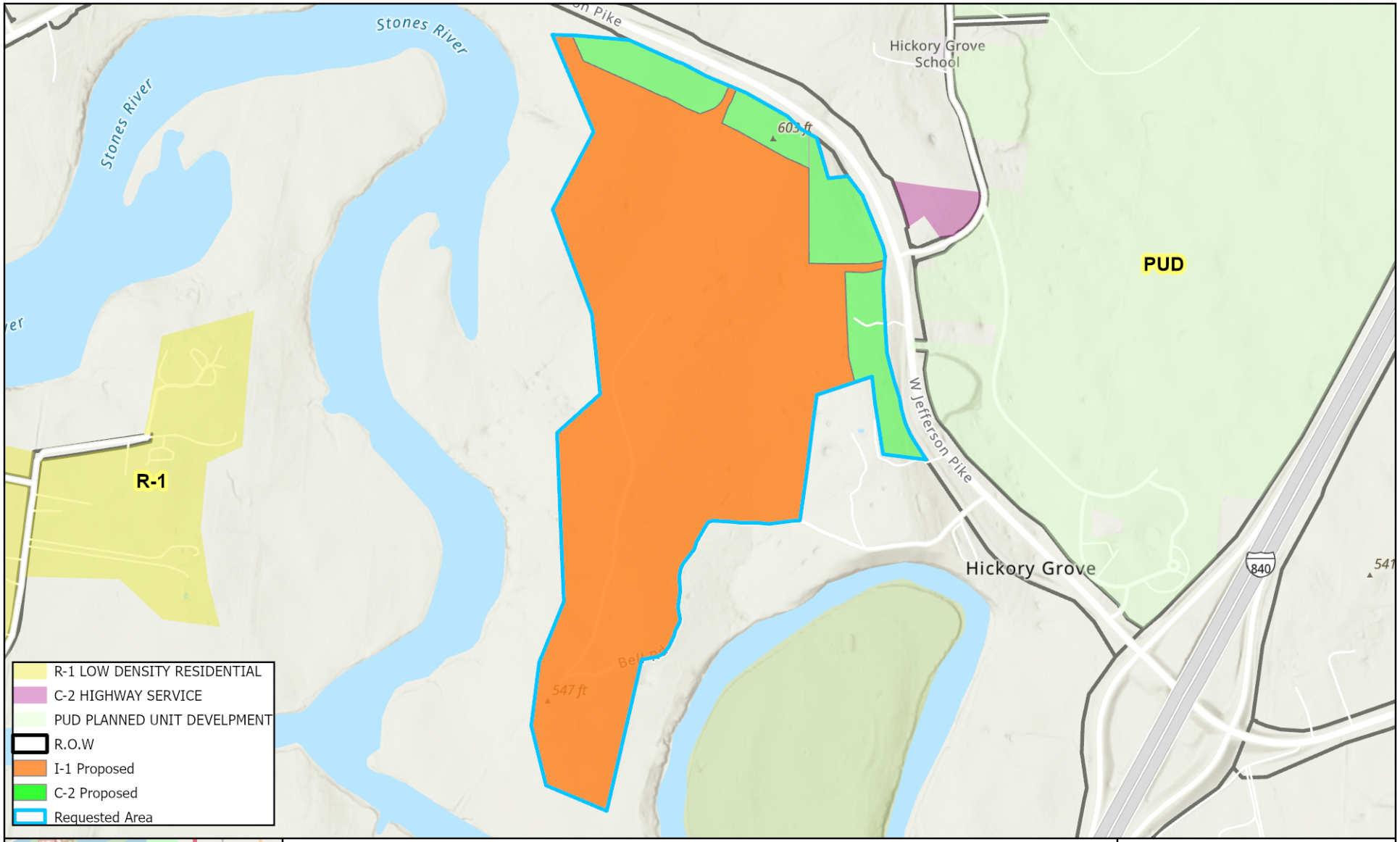
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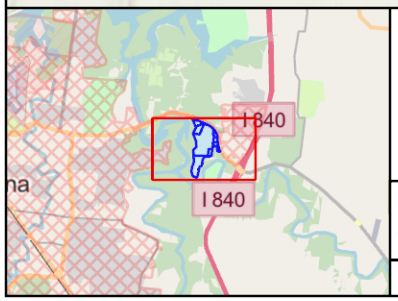
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TOWN OF SMYRNA TENNESSEE

0 0.1 0.2 Mi

0 0.23 0.45 Km





Annexation - C-2 & I-1 Zoning Request

Tax Map: 20 | Parcels: 61.01, 61.03
Tax Map: 26 | Parcels: 13.00, 13.01, 13.02, 15.00, 15.01, 18.01
Acres: +/- 180.83 | Owners: Hollingshead Land, LLC

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July 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N

TOWN OF SMYRNA TENNESSEE

0 0.1 0.2 Mi

0 0.23 0.45 Km

HICKORY GROVE RD

W JEFFERSON PIKE

JEFFERSON PIKE

±0.4 MILES TO I-840 AND JEFFERSON PIKE INTERCHANGE

COMMERCIAL ZONE (C-2) ZONED AREA IN GREEN, TYP. TOTAL ACREAGE SHOWN = ±24.4 ACRES

APPROXIMATE PROPERTY LINE, TYP.

I-1 LIGHT INDUSTRIAL DISTRICT

EAST FORK STONES RIVER

POTENTIAL JURISDICTIONAL FEATURE, TYP.

APPROXIMATE LOCATION OF FLOODPLAIN, TYP.

I-24

±2.3 MILES TO NISSAN DRIVE

1432'

1072'

393'

1041'

ZONING AREA BREAKDOWN

AREA TO BE ANNEXED	±178.6 ACRES
PROPOSED FUTURE COMMERCIAL (C-2) PROPERTY	±23.0 ACRES
PROPOSED FUTURE INDUSTRIAL (I-1) PROPERTY	±155.6 ACRES

NOTE: AREA VALUES AND LOCATIONS SHOWN ON EXHIBITS ARE BASED ON GIS AND AVAILABLE PUBLIC INFORMATION. FIELD RUN SURVEY WILL BE REQUIRED TO VERIFY PROPERTY LIMITS.

REZONING DESCRIPTION

THE INTENT OF THIS REZONING REQUEST IS TO RE-ZONE APPROXIMATELY ±3,661 LF OF FRONTAGE ON JEFFERSON PIKE WITH A TYPICAL DEPTH OF 275' TO C-2 (GENERAL COMMERCIAL DISTRICT). ZONING DEPTH OF C-2 VARIES BASED ON FUTURE IMPROVEMENTS, EXISTING LOT DEPTH, AND INTERFACE WITH THE REMAINDER OF THE LOT. THE REMAINDER OF THE LOT IS PROPOSED TO BE I-1 (LIGHT INDUSTRIAL DISTRICT). INFORMATION SHOWN BASED ON GIS AND PUBLICLY AVAILABLE INFORMATION AND MUST BE CONFIRMED WITH FIELD-RUN SURVEY.

Kimley»Horn

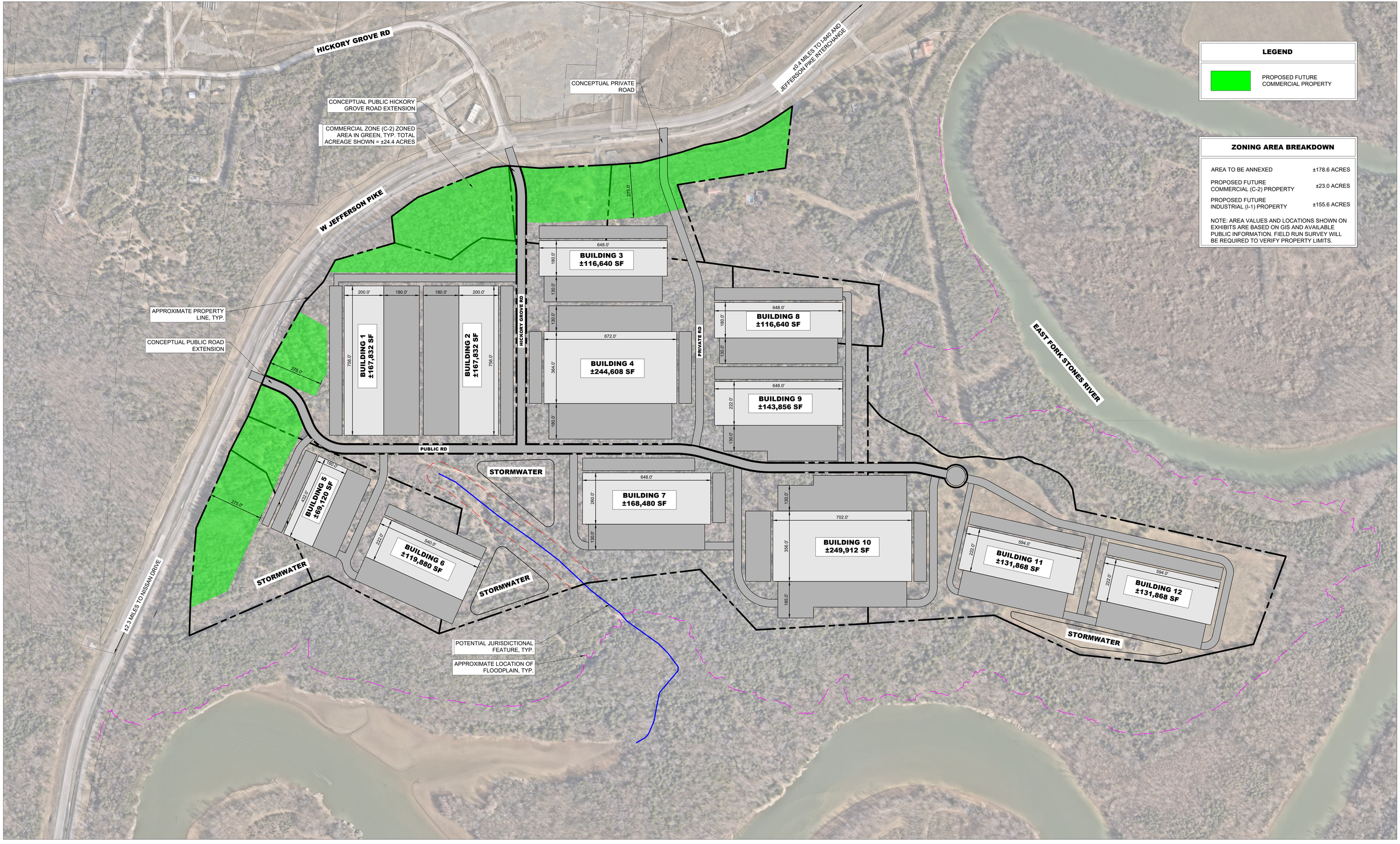
HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

June 16, 2025

0 100 200 400 600

NORTH



LEGEND

PROPOSED FUTURE COMMERCIAL PROPERTY

ZONING AREA BREAKDOWN

AREA TO BE ANNEXED	±178.6 ACRES
PROPOSED FUTURE COMMERCIAL (C-2) PROPERTY	±23.0 ACRES
PROPOSED FUTURE INDUSTRIAL (I-1) PROPERTY	±155.6 ACRES

NOTE: AREA VALUES AND LOCATIONS SHOWN ON EXHIBITS ARE BASED ON GIS AND AVAILABLE PUBLIC INFORMATION. FIELD RUN SURVEY WILL BE REQUIRED TO VERIFY PROPERTY LIMITS.

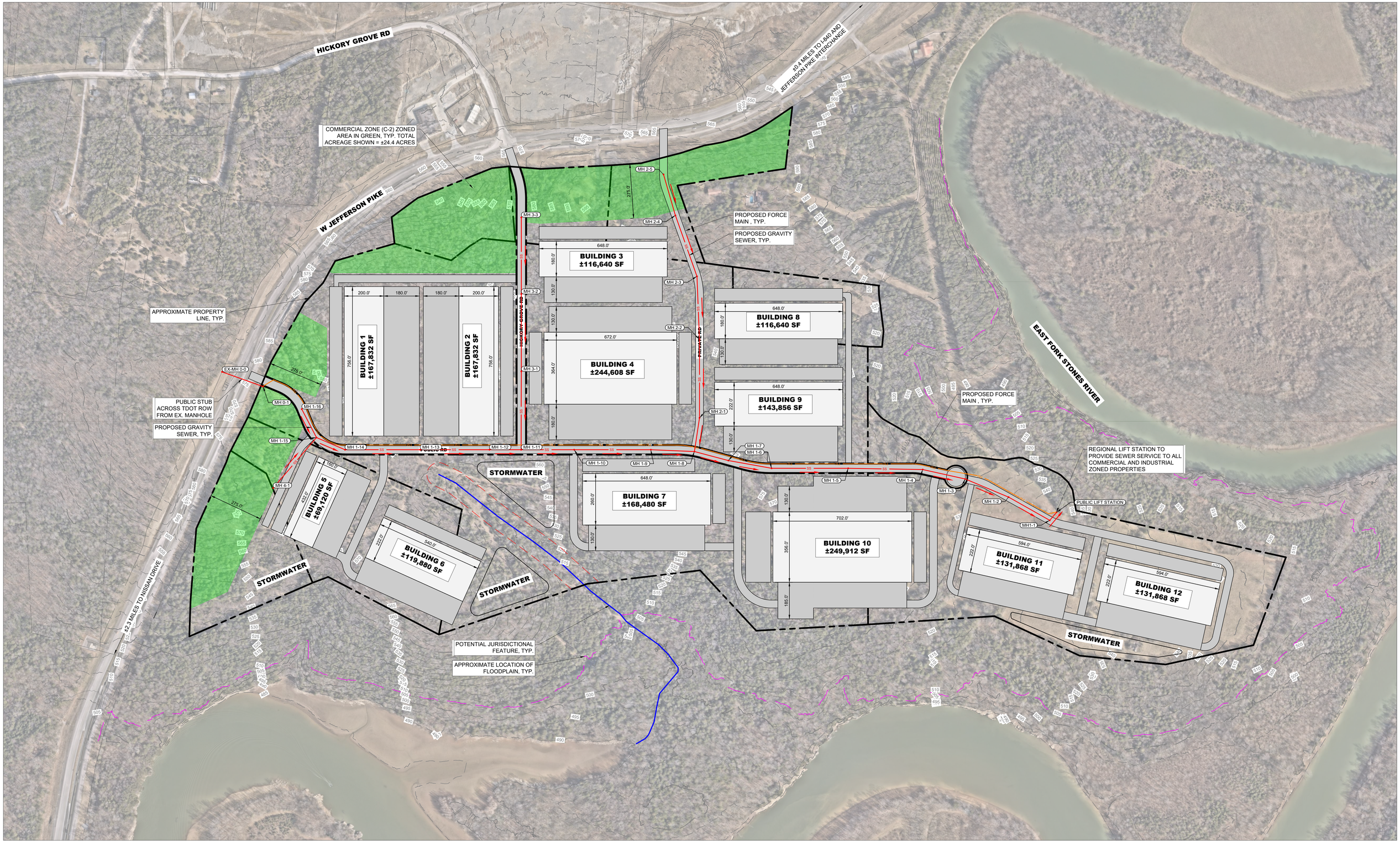
Kimley»Horn

HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

June 16, 2025

0 100 200 400 600 NORTH



Kimley»Horn

HICKORY GROVE BUSINESS PARK

CONCEPTUAL SEWER PLAN

June 16, 2025

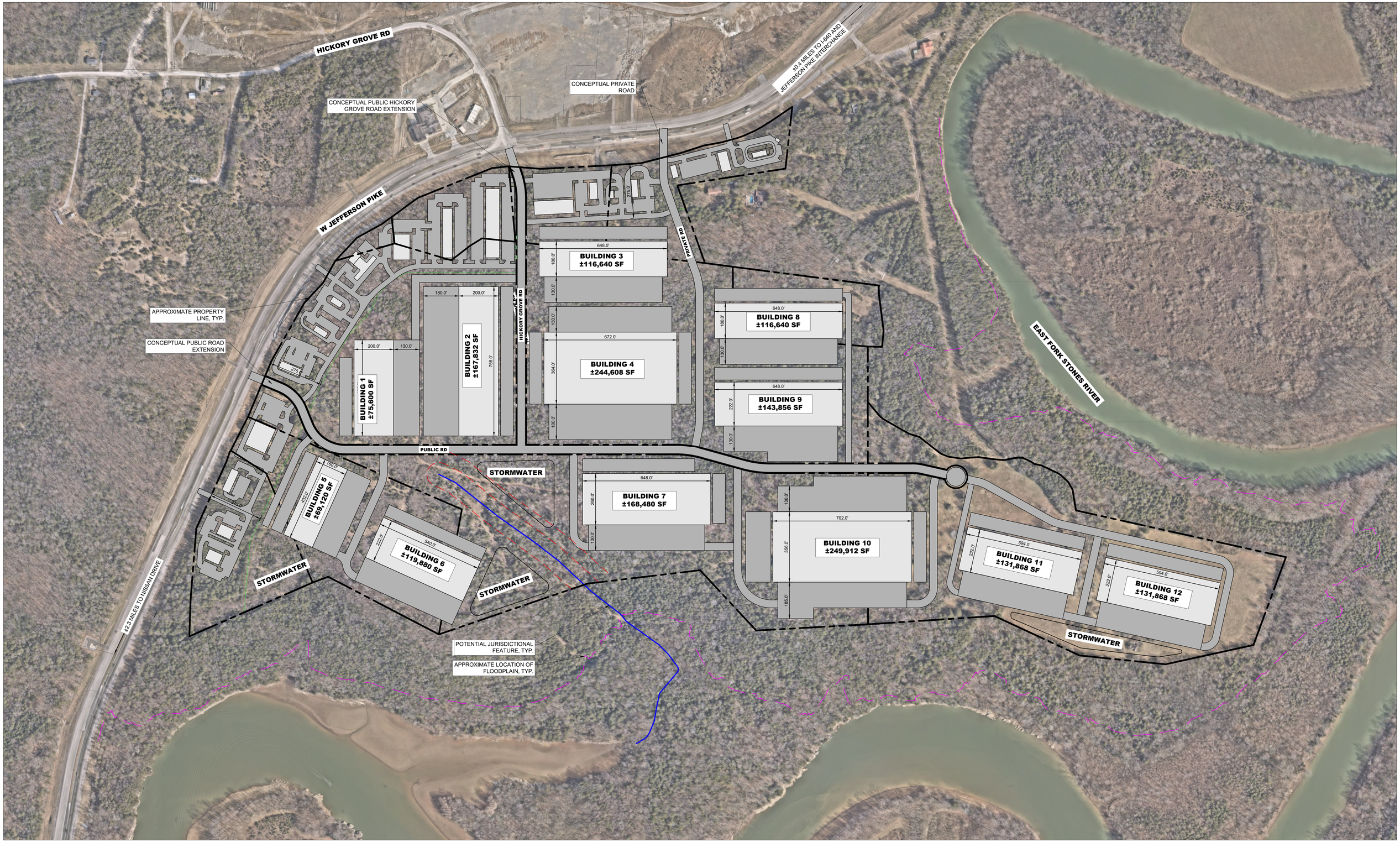
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NORTH

Hamilton Development, LLC – Annexation and I-1 and C-2 Zoning Request

Tax Map 20, Parcels 61.01 and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01, owned by Hollingshead Land, LLC, and requested by Hamilton Development, LLC.

Bordered on the west, south, and east by U.S. Army Corps of Engineers; on the east by Tax Map 26, Parcel 14.00, owned by Lawrence A. and Karen Yatuzis; and on the north by Tax Map 20, Parcel 45.00, owned by William S. and Howard S. Thornton, Tax Map 20, Parcel 61.02, owned by Nancy Nelms Gannon, and the existing right-of-way of W. Jefferson Pike/SR 266. Area annexed contains approximately 178.6 acres.



Kimley»Horn

HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

July 15, 2025

0 100 200 400 600 NORTH

CATEGORY BREAKDOWN

RESTAURANT = +/- 23,660 SF
HOTEL = +/- 37,000 SF
RETAIL = +/- 49,575 SF
CAR WASH/GAS STATION = 6,900 SF

TOTAL BUILDING SF = 117,135 SF
NOTE: BUILDING SF SHOWN RELATES TO BUILDING FOOTPRINT SHOWN ON THIS CONCEPT WOULD NOT INCLUDE SQUARE FOOTAGE OF MULTI-LEVEL BUILDINGS

GENERIC COMMERCIAL PAD MODELED AFTER ASPEN DENTAL/MATTRESS KING BUILDING ON SAM RIDLEY

HICKORY GROVE RD

W JEFFERSON PIKE

PUBLIC RD

PRIVATE RD

HICKORY GROVE RD

BUILDING 1 ±75,600 SF

BUILDING 2 ±167,832 SF

BUILDING 3 ±116,640 SF

BUILDING 4 ±244,608 SF

BUILDING 5 ±69,120 SF

BUILDING 6 ±119,880 SF

BUILDING 7 ±168,480 SF

BUILDING 8 ±116,640 SF

BUILDING 9 ±143,856 SF

STORMWATER

STORMWATER

STORMWATER

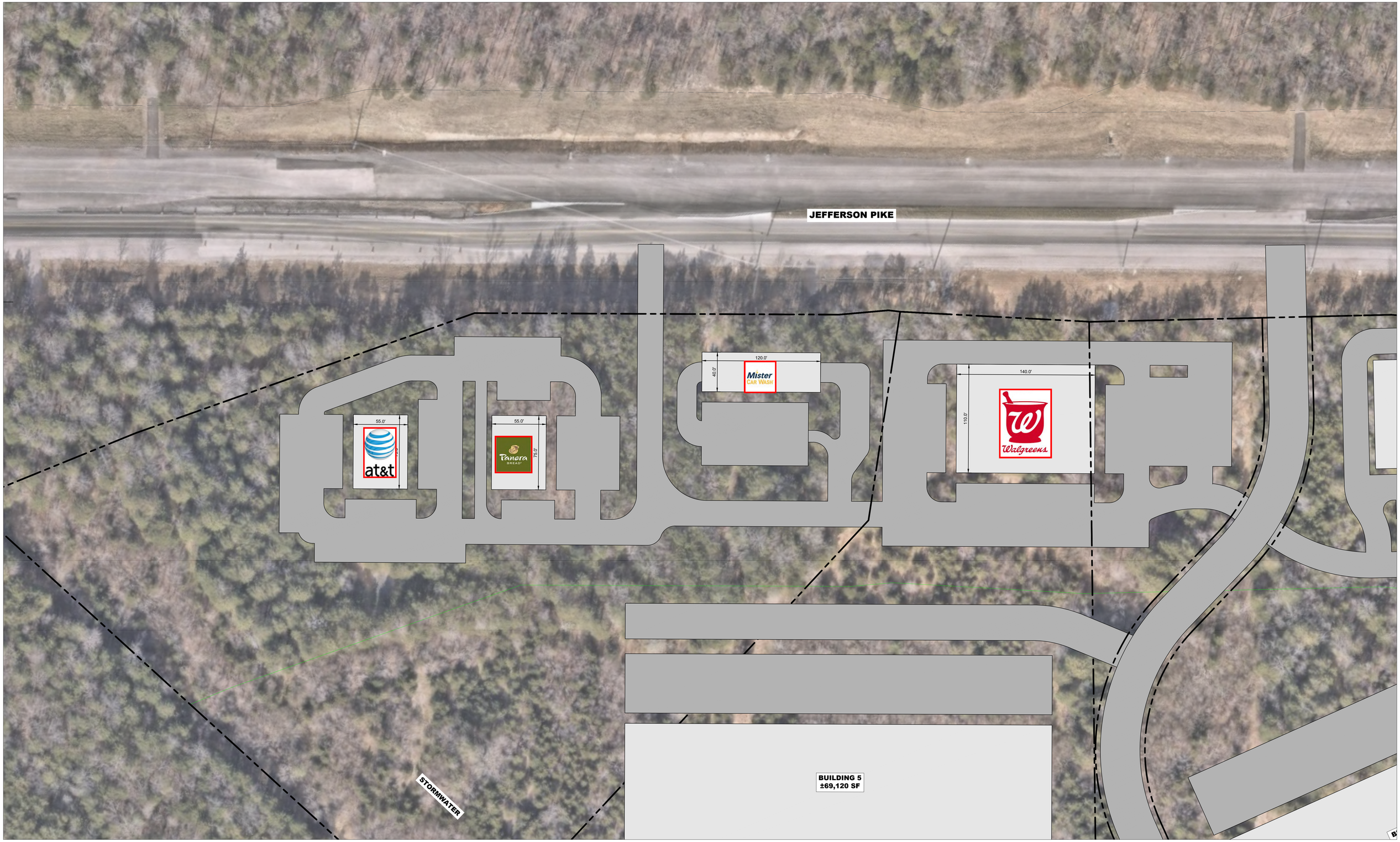
HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

July 15, 2025

0 75 150 300 450

NORTH



Kimley»Horn

HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

July 21, 2025

0 20 40 80 120

NORTH



Kimley»Horn

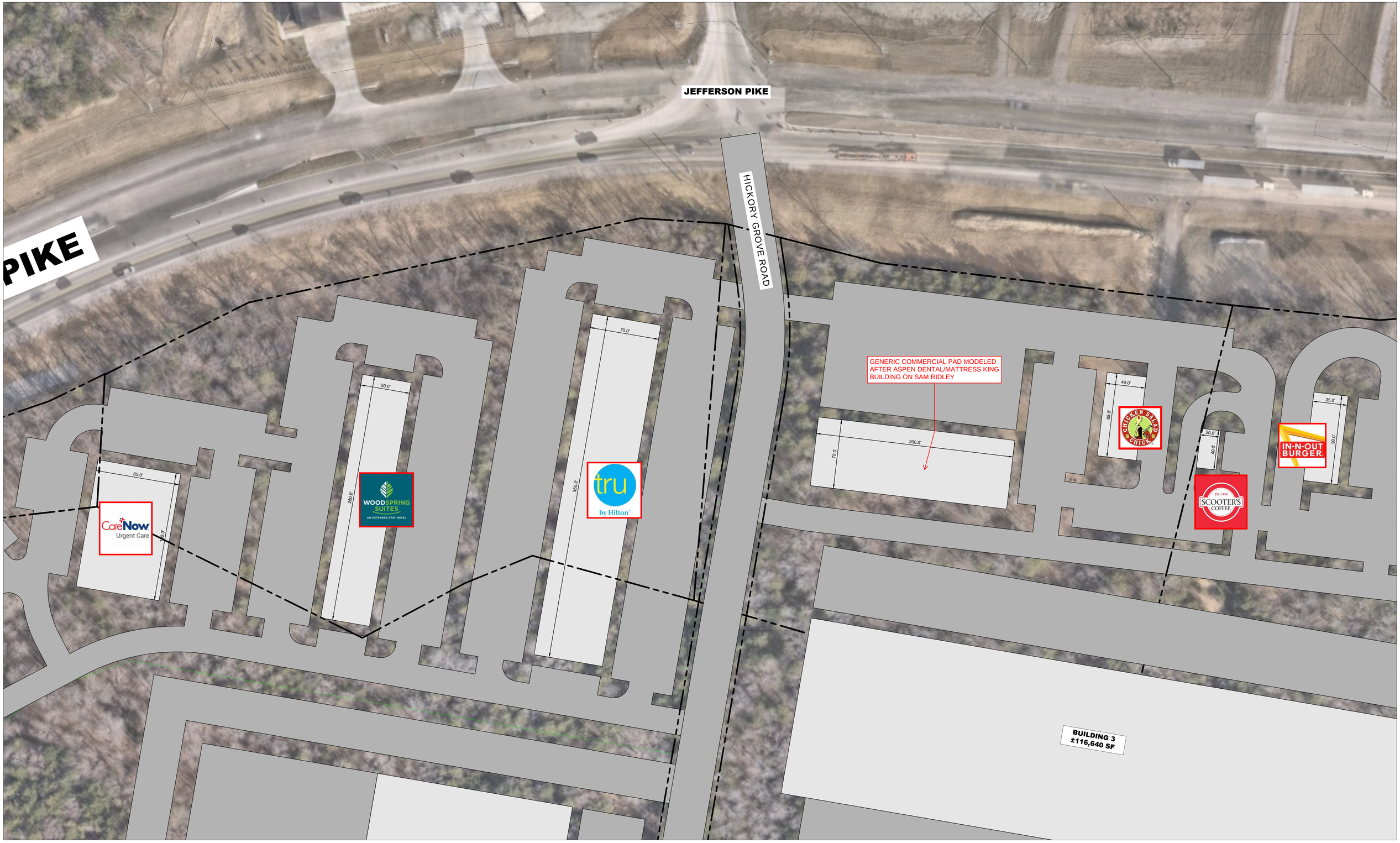
HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

July 21, 2025

0 20 40 80 120

NORTH



Kimley»Horn

HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

July 21, 2025

0 20 40 80 120

NORTH



Kimley»Horn

HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

July 21, 2025

0 20 40 80 120

NORTH

HICKORY GROVE RD

±0.4 MILES TO I-840 AND JEFFERSON PIKE INTERCHANGE

JEFFERSON PIKE

W JEFFERSON PIKE

COMMERCIAL ZONE (C-2) ZONED AREA IN GREEN, TYP. TOTAL ACREAGE SHOWN = **±30.0 ACRES**

1432'

1072'

306'

538'

275'

584'

APPROXIMATE PROPERTY LINE, TYP.

I-1 LIGHT INDUSTRIAL DISTRICT

EAST FORK STONES RIVER

1041'

335'

±2.3 MILES TO NISSAN DRIVE

CONCEPTUAL PHASE 1 GREENWAY LOCATION

POTENTIAL JURISDICTIONAL FEATURE, TYP.

APPROXIMATE LOCATION OF FLOODPLAIN, TYP.

ZONING AREA BREAKDOWN

AREA TO BE ANNEXED	**±179.2 ACRES**
PROPOSED FUTURE COMMERCIAL (C-2) PROPERTY	**±30.0 ACRES**
PROPOSED FUTURE INDUSTRIAL (I-1) PROPERTY	**±149.2 ACRES**

NOTE: AREA VALUES AND LOCATIONS SHOWN ON EXHIBITS ARE BASED ON GIS AND AVAILABLE PUBLIC INFORMATION. FIELD RUN SURVEY WILL BE REQUIRED TO VERIFY PROPERTY LIMITS.

REZONING DESCRIPTION

THE INTENT OF THIS REZONING REQUEST IS TO RE-ZONE APPROXIMATELY ±3,661 LF OF FRONTAGE ON JEFFERSON PIKE WITH A TYPICAL DEPTH OF 275' TO C-2 (GENERAL COMMERCIAL DISTRICT). ZONING DEPTH OF C-2 VARIES BASED ON FUTURE IMPROVEMENTS, EXISTING LOT DEPTH, AND INTERFACE WITH THE REMAINDER OF THE LOT. THE REMAINDER OF THE LOT IS PROPOSED TO BE I-1 (LIGHT INDUSTRIAL DISTRICT). INFORMATION SHOWN BASED ON GIS AND PUBLICLY AVAILABLE INFORMATION AND MUST BE CONFIRMED WITH FIELD-RUN SURVEY.

Kimley»Horn

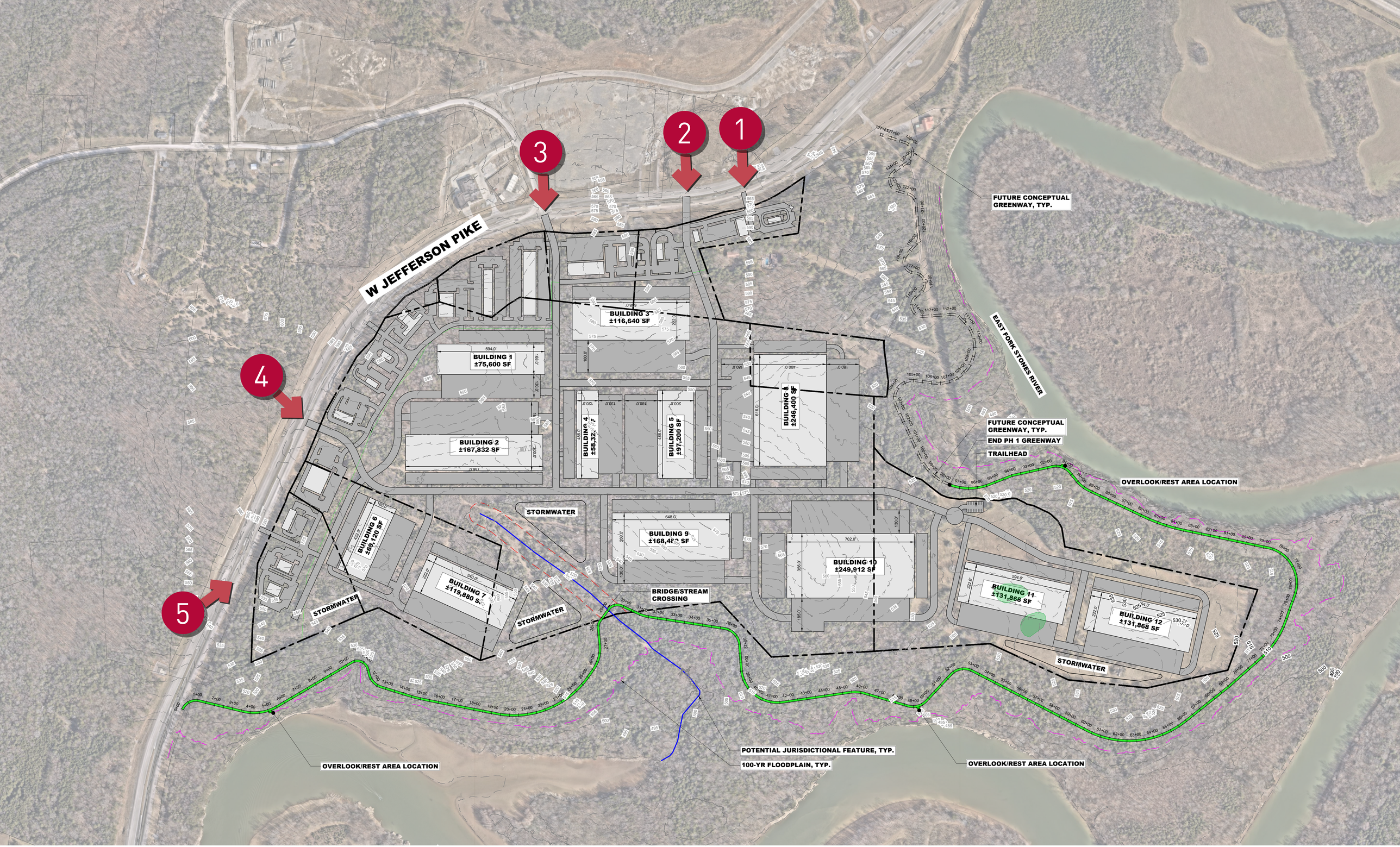
HICKORY GROVE BUSINESS PARK

CONCEPTUAL INDUSTRIAL SITE PLAN

August 5, 2025

0 100 200 400 600

NORTH



HOLLINGSHEAD LAND - VIEW LOCATIONS

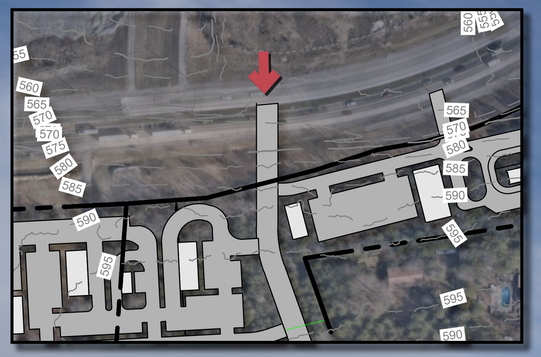
AUGUST 7, 2025

Kimley»Horn



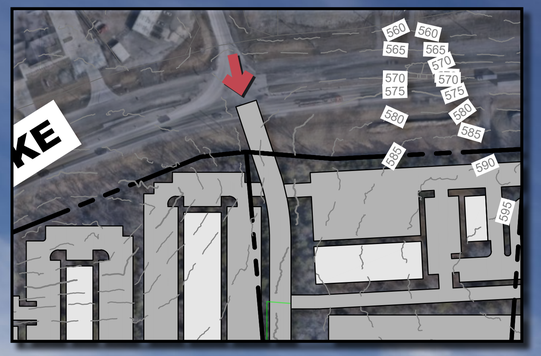
HOLLINGSHEAD LAND - VIEW LOCATION 1

AUGUST 7, 2025



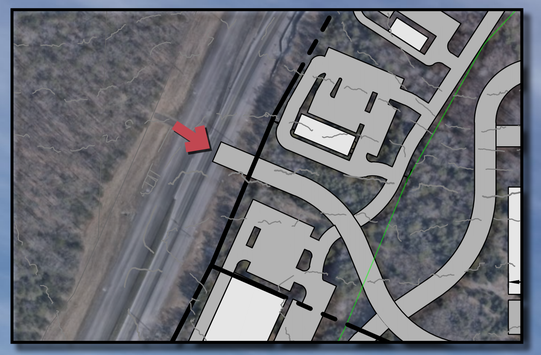
HOLLINGSHEAD LAND - VIEW LOCATION 2

AUGUST 7, 2025



HOLLINGSHEAD LAND - VIEW LOCATION 3

AUGUST 7, 2025



HOLLINGSHEAD LAND - VIEW LOCATION 4

AUGUST 7, 2025



HOLLINGSHEAD LAND - VIEW LOCATION 5

AUGUST 7, 2025

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.d.
Department: Planning
Date: August 12, 2025

Subject:
Consideration of a Resolution in Memorandum of Ordinance #25-21 relative to the annexation and C-2 and I-1 zoning of property requested by Hamilton Development, LLC on behalf of Hollingshead Land, LLC containing 178.6 acres.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
A Resolution in Memorandum of Ordinances in which annexation of property takes place is required by statute.

Summary:
This resolution is related to the annexation of property on Tax Map 20, Parcels 61.01 and 61.03, and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15.00, 15.01, and 18.01

Recommended Council Action:
Staff recommends approval of the Resolution #25-14 in Memorandum of Ordinance #25-21.

Attachments:
1. Resolution #25-14

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 25-14

A RESOLUTION in memorandum of Ordinance #25-21 relative to the annexation and C-2 and I-1 zoning of property located on Tax Map 20, Parcels 45.00, 61.01, 61.02, and 61.03 and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15,00, 15.01, and 18.01, comprising a total of approximately 180.83 acres.

WHEREAS, T.C.A. §6-51-104 requires a resolution for the annexation proposed by a property owner; and

WHEREAS, this Resolution shall mirror the intent and effect of Ordinance #25-21 relative to the annexation and C-2 and I-1 zoning of property located on Tax Map 20, Parcels 45.00, 61.01, 61.02, and 61.03 and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15,00, 15.01, and 18.01, comprising a total of approximately 180.83 acres.

WHEREAS, Article II, Section 2.01 (35) authorizes the Town Council to exercise and have all other powers, functions, rights, privileges and immunities granted by general law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the town and its inhabitants, and all implied powers necessary to carry into execution all powers granted in this charter as fully and completely as if such powers were fully enumerated herein.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smyrna, as follows:

Section 1. The Town Council hereby resolves to pass Ordinance #25-21 relative to the annexation and C-2 and I-1 zoning of property located on Tax Map 20, Parcels 45.00, 61.01, 61.02, and 61.03 and Tax Map 26, Parcels 13.00, 13.01, 13.02, 15,00, 15.01, and 18.01, comprising a total of approximately 180.83 acres.

Section 2. This resolution shall take effect immediately upon its adoption, the public health and welfare of the Town of Smyrna requiring it.

ADOPTED by the Town Council the _____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST: _____
AMBER HOBBS, Town Clerk

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.e.
Department: Planning
Date: August 12, 2025

Subject:
PUBLIC HEARING: Consideration of a Resolution relative to a Plan of Services for properties located on Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, and Tax Map 26, Parcels 21.00 and 27.00.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The attached plan of services details the services that would be provided by the Town upon the effective date of the annexation of the properties. The Town would be providing all services to these properties.

The Planning Commission held a public hearing, reviewed the Plan of Services, and recommended approval.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Resolution #25-15

RESOLUTION

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR THE ANNEXATION OF CERTAIN AREAS BY THE TOWN OF SMYRNA, TENNESSEE.

WHEREAS, TCA 6-51-102 (a) (2) as amended May 19, 1998, requires that a Plan of Service be adopted by the governing body of a municipality for areas where an annexation ordinance was not final on November 25, 1997.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF SMYRNA, TENNESSEE, AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described below, the following plan of service:

Hollingshead Land, LLC
W. Jefferson Pike/SR 266 and Hickory Grove Road

Tax Map 26, Parcel 27.00, owned and requested by Hollingshead Land, LLC. Bordered on the south and east by the existing right-of-way of Interstate 840; on the north by Parcel 24.01, owned by Southern Rock Manufacturers, LLC; and on the west by Parcel 24.02, owned by Hollingshead Land, LLC.

Tax Map 26, Parcel 21.00, owned and requested by Hollingshead Land, LLC. Bordered on the south by Parcel 22.01, owned by Michael A. and Jeffrey M. Hollingshead; on the east by Parcel 24.01, owned by Southern Rock Manufacturers, LLC; on the north by Parcel 18.00, owned by Michael A. Hollingshead, and Parcel 20.00, owned by Hollingshead Land, LLC; and on the west by the existing right-of-way of W. Jefferson Pike/SR 266.

Tax Map 20, Parcel 42.00, owned and requested by Hollingshead Land, LLC. Bordered on the south by Parcels 43.00 and 48.00, owned by RHB, LLC; on the east by Parcel 19.01, owned by RHB, LLC; on the north by an abandoned public right-of-way; and on the west by the existing right-of-way of Hickory Grove Road.

Tax Map 20, Parcels 20.01, 35.00, and 36.00, owned and requested by Hollingshead Land, LLC. Tax Map 20, Parcels 9.00 and 22.00, owned by Michael A. Hollingshead and requested by Hollingshead Land, LLC. Tax Map 20, Parcel 33.00, owned by Ryan Michael Hollingshead and requested by Hollingshead Land, LLC. Bordered on the west and north by the existing right-of-way of Hickory Grove Road; bordered on the west by Tax Map 20, Parcel 33.01, owned by Stacey Shepherd; on the east by Tax Map 20, Parcel 20.00, owned by Hoover Inc., and Tax Map 20, Parcel 19.01, owned by RHB, LLC; and on the south by Tax Map 20, Parcel 37.00, owned by Ryan Hollingshead.

Total area annexed contains approximately 70.06 acres.

The annexation includes the annexation of the existing rights-of-way of the following public roads:

Hickory Grove Road: approximately 1.1 miles from the existing Town limits northward;

Existing abandoned rightof-way: approximately 674 linear feet from Hickory Grove Road eastward to Tax Map 20, Parcel 19.01.

A. Water

Water services will be provided by the Town of Smyrna.

B. Wastewater

Wastewater services will be provided by the Town of Smyrna upon extension of the wastewater mains by the property owner.

C. Streets

1. Emergency maintenance of streets (repair of hazardous chuck holes, measures necessary for traffic flow, etc.) will begin on the effective date of annexation.

2. Routine maintenance, on the same basis as in the present Town limits, will begin in the annexed areas when funds from the State gasoline tax based on the annexed population are received.

3. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the town.

D. Planning and Zoning

The planning and zoning jurisdiction of the Town of Smyrna will extend to the annexed area on the effective date of annexation. Town planning will thereafter encompass the annexed areas.

E. Street Lighting

Street lights will be installed in substantially developed areas within approximately 18 months after the effective date of the annexation, under the standards currently prevailing in the existing Town limits.

F. Recreation

Residents of the annexed areas may use all existing libraries and parks, etc., on and after the effective date of annexation.

G. Street Name Signs

Street name signs where needed will be installed within approximately 18 months after the effective date of annexation.

H. Fire Protection

Fire protection by the present personnel and equipment of the Smyrna Fire Department will be provided on and after the effective date of annexation. Additional personnel and equipment will be provided, if needed, to maintain current standards.

I. Police Protection

Police patrol and response to calls by the Smyrna Police Department will be provided on and after the effective date of the annexation. Police services will be provided with existing personnel and additional personnel will be provided, if needed, to maintain current standards.

J. Traffic Control

Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

K. Refuse Collection

Refuse collection and disposal services shall continue to be provided by private contracts with individual residents.

L. Inspection Services

Any inspection services now provided by the Town of Smyrna will begin in the annexed area on the effective date of the annexation.

Section 2. This Resolution shall be effective from and after its adoption.

ADOPTED THIS ____TH DAY OF AUGUST, 2025

TOWN OF SMYRNA, TENNESSEE

_____
Mary Esther Reed, Mayor

ATTEST:

_____
Amber Hobbs, Town Clerk

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.f.
Department: Planning
Date: August 12, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance relative to the annexation and I-3 zoning of properties referenced by Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, and the annexation and C-2 zoning of properties referenced by Tax Map 26, Parcels 21.00 and 27.00, requested by Hollingshead Land, LLC containing 70.06 acres. The properties are located on W. Jefferson Pike/SR 266 and Hickory Grove Road. The request would also include the annexation of the existing right-of-way of Hickory Grove Road from the existing Town limits approximately 1.1 miles northward, as well as an existing abandoned right-of-way from Hickory Grove Road eastward approximately 674 linear feet.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The properties that are the subject of this request are located north of West Jefferson Pike/SR 266 and east of Hickory Grove Road. The Land Use Plan for the portion of this request along W. Jefferson Pike is the 840 Gateway character area, which would support hospitality, retail, restaurant, high density residential, and industrial/warehousing uses. This includes the parcels along W. Jefferson Pike and includes all of the Cornerstone at Smyrna PUD. The area north of this designation would support Mixed Industrial development east of Hickory Grove Road and Low Density Residential development west of Hickory Grove Road. The Town would be providing all services to this area upon annexation.

Summary:
The request is for 2 parcels totaling approximately 3.48 acres to be zoned C-2 and the remaining 7 parcels totaling approximately 66.58 acres to be zoned I-3. If this annexation request is approved as requested, staff recommended and the Planning Commission concurred that the existing right-of-way of Hickory Grove Road from the

current Town limits extending northward approximately 1.1 miles to the easternmost property line of Parcel 9.00 should be annexed. In addition, an approximately 674' long x 50' wide strip of land extending eastward from Hickory Grove Road immediately north of Parcel 42.00 that appears to be an old right-of-way is included in the annexation. It currently appears to be utilized as access to the SRM quarry.

The Planning Commission reviewed this request and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #25-22
2. Annexation Request
3. C-2 Rezoning Request
4. I-3 Rezoning Request
5. Map 1
6. Map 2
7. Property Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-22

AN ORDINANCE relative to the annexation and C-2 & I-3 zoning of property located on Tax Map 26, Parcels 21.00 and 27.00 and Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, comprising a total of approximately 70.06 acres.

WHEREAS, the Town Council has determined that it would be in the best interests of its existing residents to annex the above-described property, which borders the current Town limits, and that the failure to annex said property will impede the prosperity of the Town and/or endanger the health, safety and welfare of its inhabitants;

WHEREAS, the Planning Commission has reviewed the proposed annexation and has recommended to the Town Council the proposed annexation; and

WHEREAS, the annexation is in agreement with the general plan for the Town; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by the annexation and zoning; and

WHEREAS, it has been determined that there will not be an adverse effect upon any specific adjoining property owners and/or any such adverse effect would be justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

Section 1. That the property located on Tax Map 26, Parcels 21.00 and 27.00 and Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, comprising a total of approximately 70.06 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, annexed into the corporate limits of the Town of Smyrna, the health and welfare of the Town of Smyrna requiring it.

Section 2. That the property located on Tax Map 26, Parcels 21.00 and 27.00 and Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, comprising a total of approximately 70.06 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is, zoned C-2 & I-3, the health and welfare of the Town of Smyrna requiring it.

Section 3. This ordinance shall take effect and become operative thirty (30) days after its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2025.

PASSED on second reading by the Town Council the ____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna

Annexation Request Application

APPLICANT INFORMATION:		
Name/Company: Hollingshead Land, LLC		
Street Address: 1000 Hollingshead Circle		
City: Murfreesboro	State: TN	ZIP: 37129
Email: jcoleman@smyrnareadymix.com	Phone: (615)-410-7496	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☑		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Hickory Grove Road and Jefferson Pike		
Tax Map: 20/ 26	Group:	Parcel: 09.00, 20.01, 22.00, 33.00, 35.00, 36.00, & 42.00 / 21.00, 27.00
Requested Lot Area (Square feet/Acres): 70.06 Acres		
Existing Zoning: RM(Rutherford)	Requested Smyrna Zoning: C-2 & I-3	
*Current Property Owner (See Note Below):		
APPLICANT AUTHORIZATION		
Applicant Signature:		Date: 4-6-25
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of annexation as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

2024 SUBMITTAL AND MEETING CALENDAR

See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 11, 2023	JANUARY 4
JANUARY 16 - 8:00 AM	FEBRUARY 1
FEBRUARY 20 - 8:00 AM	MARCH 7
MARCH 18	APRIL 4
APRIL 15	MAY 2
MAY 20	JUNE 6
JUNE 17	TUESDAY - JULY 2
JULY 15	AUGUST 1
AUGUST 19	SEPTEMBER 5
SEPTEMBER 16	OCTOBER 3
OCTOBER 21	NOVEMBER 7
NOVEMBER 18	DECEMBER 5

MEMBERS

Name	Term Expiration
Mike Allen	2024
Tim Slate	2024
Charles Scurr	2025
Miranda Swift	2025
Amy Wise	2025
Marc Adkins, Council Member	Term of Office
Tim Morrell, Council Member	Term of Office

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Hollingshead Land, LLC		
Street Address: 1000 Hollingshead Circle		
City: Murfreesboro	State: TN	ZIP: 37129
Email: jcoleman@smyrnareadymix.com	Phone: (615)-410-7496	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☑		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Hickory Grove Road and Jefferson Pike		
Tax Map: 26	Group:	Parcel: 21.00 & 27.00
Requested Lot Area (Square feet/Acres): 3.48 Acres		
Existing Zoning: RM(Rutherford)	**Requested Zoning:** C-2	
*Current Property Owner (See Note Below):		
APPLICANT AUTHORIZATION		
Applicant Signature:		Date: 06-25
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

2024 SUBMITTAL AND MEETING CALENDAR

See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 11, 2023	JANUARY 4
JANUARY 16 - 8:00 AM	FEBRUARY 1
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NOVEMBER 18	DECEMBER 5

MEMBERS

Name	Term Expiration
Mike Allen	2024
Tim Slate	2024
Charles Scurr	2025
Miranda Swift	2025
Amy Wise	2025
Marc Adkins, Council Member	Term of Office
Tim Morrell, Council Member	Term of Office

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Hollingshead Land, LLC		
Street Address: 1000 Hollingshead Circle		
City: Murfreesboro	State: TN	ZIP: 37129
Email: jcoleman@smyrnareadymix.com	Phone: (615)-410-7496	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☑		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Hickory Grove Road and Jefferson Pike		
Tax Map: 20	Group:	Parcel: 09.00, 20.01, 22.00, 33.00, 35.00, 36.00, & 42.00
Requested Lot Area (Square feet/Acres): 66.58 Acres		
Existing Zoning: RM(Rutherford)	**Requested Zoning:** I-3	
*Current Property Owner (See Note Below):		
APPLICANT AUTHORIZATION		
Applicant Signature:		Date: 6-6-25
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

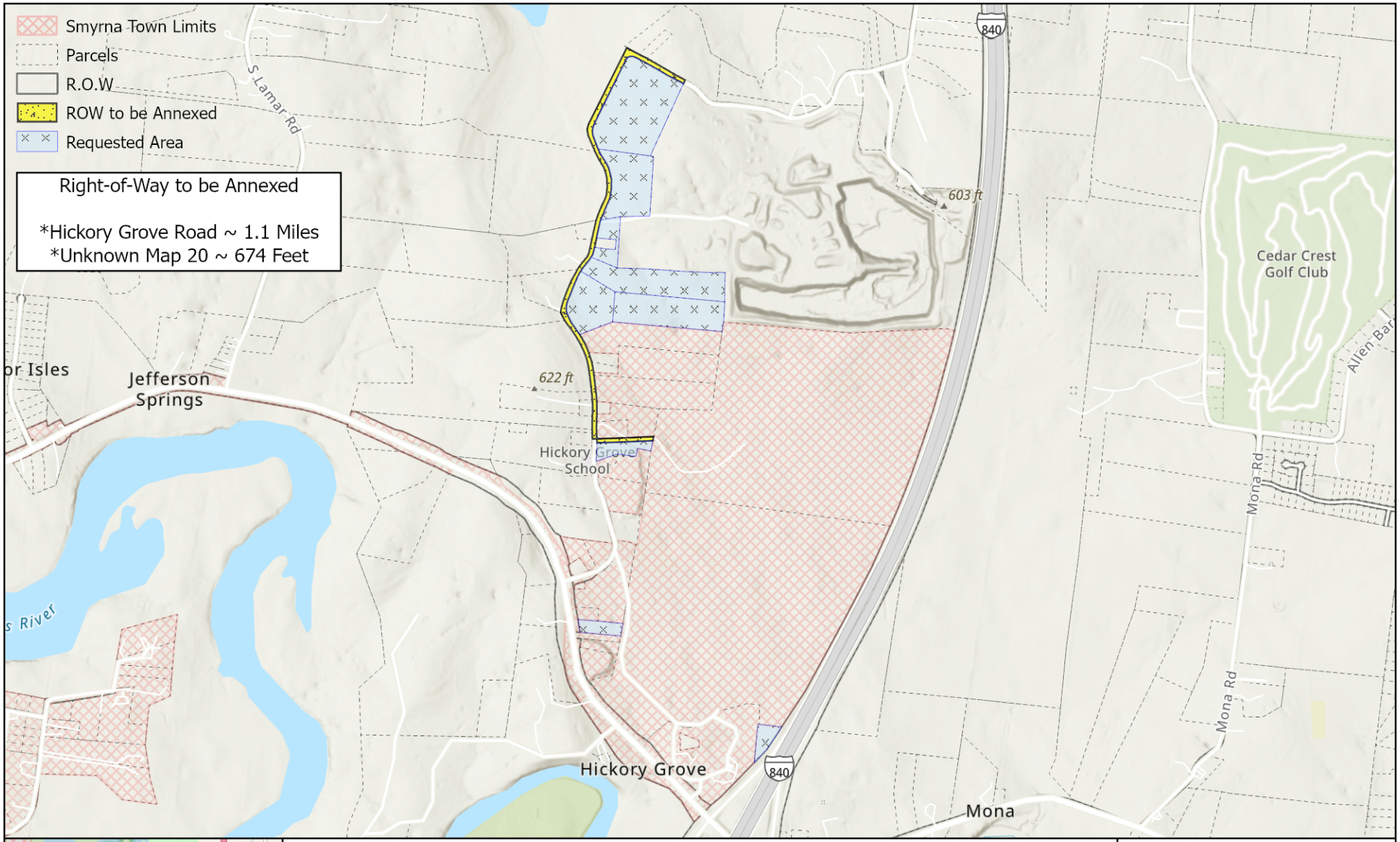
2024 SUBMITTAL AND MEETING CALENDAR

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APPLICATION DEADLINE	MEETING DATE
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NOVEMBER 18	DECEMBER 5

MEMBERS

Name	Term Expiration
Mike Allen	2024
Tim Slate	2024
Charles Scurr	2025
Miranda Swift	2025
Amy Wise	2025
Marc Adkins, Council Member	Term of Office
Tim Morrell, Council Member	Term of Office



Annexation - C-2 & I-3 Zoning Request

Tax Map: 20 | Parcels: 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, 42.00

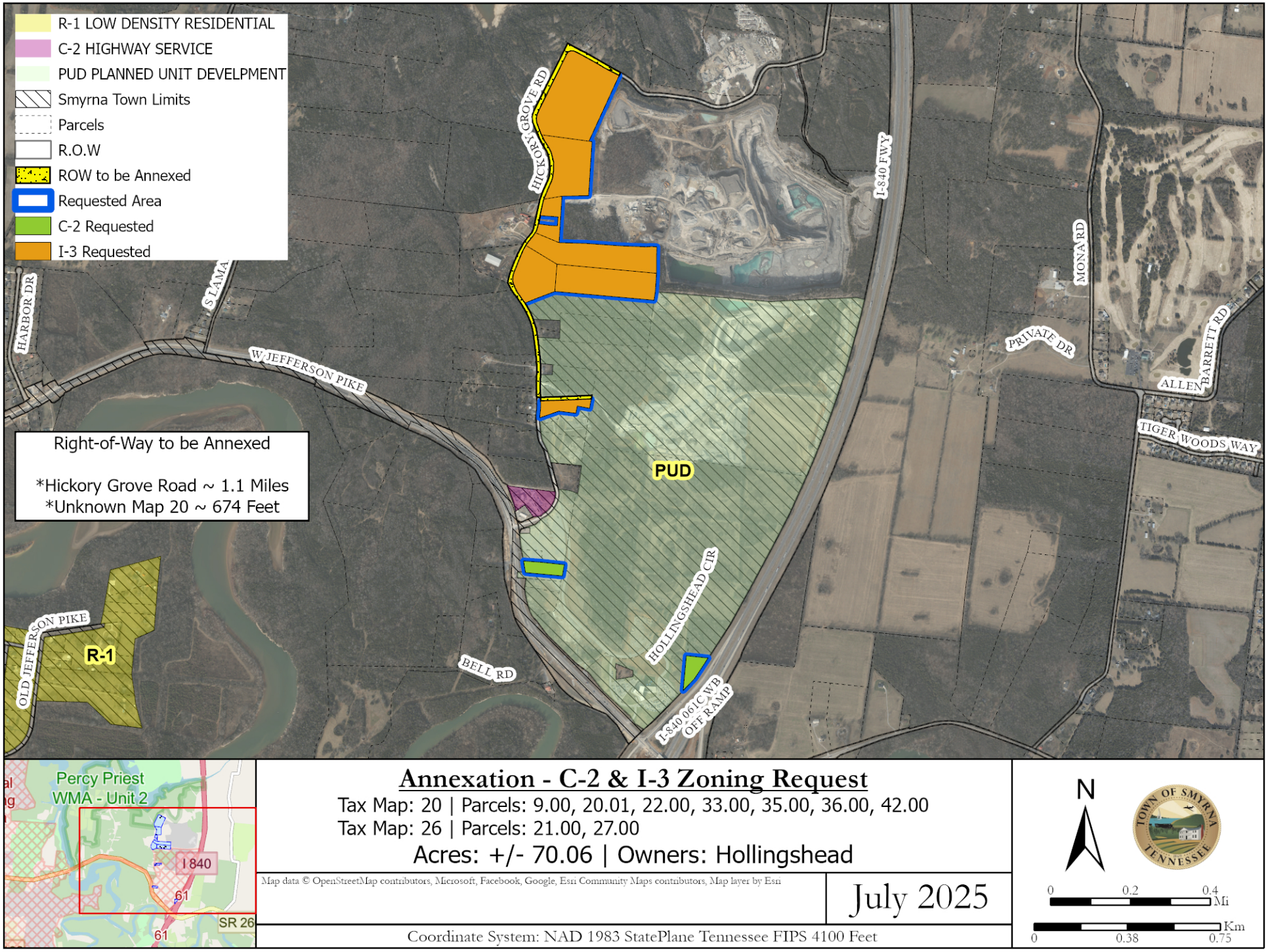
Tax Map: 26 | Parcels: 21.00, 27.00

Acres: +/- 70.06 | Owners: Hollingshead

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

July 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet


R-1 LOW DENSITY RESIDENTIAL
C-2 HIGHWAY SERVICE
PUD PLANNED UNIT DEVELPMENT
Smyrna Town Limits
Parcels
R.O.W
ROW to be Annexed
Requested Area
C-2 Requested
I-3 Requested
Right-of-Way to be Annexed
*Hickory Grove Road ~ 1.1 Miles
*Unknown Map 20 ~ 674 Feet
HICKORY GROVE RD
I-840 FWY
MONA RD
PRIVATE DR
BARRETT RD
ALLEN
TIGER WOODS WAY
HARBOR DR
S LAMA
W JEFFERSON PIKE
PUD
R-1
OLD JEFFERSON PIKE
HOLLINGSHEAD CIR
BELL RD
I-840 061C WB OFF RAMP
Percy Priest WMA - Unit 2
I 840
61
SR 26
61
Annexation - C-2 & I-3 Zoning Request
Tax Map: 20 | Parcels: 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, 42.00
Tax Map: 26 | Parcels: 21.00, 27.00
Acres: +/- 70.06 | Owners: Hollingshead
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri
July 2025
Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet
N
TOWN OF SMYRNA TENNESSEE
0 0.2 0.4 Mi
0 0.38 0.75 Km

Hollingshead Land, LLC – Annexation and I-3 and C-2 Zoning Request

Tax Map 26, Parcel 27.00, owned and requested by Hollingshead Land, LLC. Bordered on the south and east by the existing right-of-way of Interstate 840; on the north by Parcel 24.01, owned by Southern Rock Manufacturers, LLC; and on the west by Parcel 24.02, owned by Hollingshead Land, LLC.

Tax Map 26, Parcel 21.00, owned and requested by Hollingshead Land, LLC. Bordered on the south by Parcel 22.01, owned by Michael A. and Jeffrey M. Hollingshead; on the east by Parcel 24.01, owned by Southern Rock Manufacturers, LLC; on the north by Parcel 18.00, owned by Michael A. Hollingshead, and Parcel 20.00, owned by Hollingshead Land, LLC; and on the west by the existing right-of-way of W. Jefferson Pike/SR 266.

Tax Map 20, Parcel 42.00, owned and requested by Hollingshead Land, LLC. Bordered on the south by Parcels 43.00 and 48.00, owned by RHB, LLC; on the east by Parcel 19.01, owned by RHB, LLC; on the north by an abandoned public right-of-way; and on the west by the existing right-of-way of Hickory Grove Road.

Tax Map 20, Parcels 20.01, 35.00, and 36.00, owned and requested by Hollingshead Land, LLC. Tax Map 20, Parcels 9.00 and 22.00, owned by Michael A. Hollingshead and requested by Hollingshead Land, LLC. Tax Map 20, Parcel 33.00, owned by Ryan Michael Hollingshead and requested by Hollingshead Land, LLC. Bordered on the west and north by the existing right-of-way of Hickory Grove Road; bordered on the west by Tax Map 20, Parcel 33.01, owned by Stacey Shepherd; on the east by Tax Map 20, Parcel 20.00, owned by Hoover Inc., and Tax Map 20, Parcel 19.01, owned by RHB, LLC; and on the south by Tax Map 20, Parcel 37.00, owned by Ryan Hollingshead.
Total area annexed contains approximately 70.06 acres.

The annexation includes the annexation of the existing rights-of-way of the following public roads:

Hickory Grove Road: approximately 1.1 miles from the existing Town limits northward;

Existing abandoned rightof-way: approximately 674 linear feet from Hickory Grove Road eastward to Tax Map 20, Parcel 19.01.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.g.
Department: Planning
Date: August 12, 2025

Subject:
Consideration of a Resolution in Memorandum of Ordinance #25-22 relative to the annexation of certain properties requested by Hollingshead Land, LLC containing 70.06 acres.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
A Resolution in Memorandum of Ordinances in which annexation of property takes place is required by statute.

Summary:
This is a housekeeping item.

Recommended Council Action:
Staff recommends approval of the Resolution in Memorandum of Ordinance #25-22 and authorizing the Mayor to sign.

Attachments:
1. Resolution #25-16

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 25-16

A RESOLUTION in memorandum of Ordinance #25-22 relative to the annexation and C-2 and I-3 zoning of property located on Tax Map 26, Parcels 21.00 and 27.00 and Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, comprising a total of approximately 70.06 acres.

WHEREAS, T.C.A. §6-51-104 requires a resolution for the annexation proposed by a property owner; and

WHEREAS, this Resolution shall mirror the intent and effect of Ordinance #25-22 relative to the annexation and C-2 and I-1 zoning of property located on Tax Map 26, Parcels 21.00 and 27.00 and Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, comprising a total of approximately 70.06 acres.

WHEREAS, Article II, Section 2.01 (35) authorizes the Town Council to exercise and have all other powers, functions, rights, privileges and immunities granted by general law or necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the town and its inhabitants, and all implied powers necessary to carry into execution all powers granted in this charter as fully and completely as if such powers were fully enumerated herein.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smyrna, as follows:

Section 1. The Town Council hereby resolves to pass Ordinance #25-22 relative to the annexation and C-2 and I-1 zoning of property located on Tax Map 26, Parcels 21.00 and 27.00 and Tax Map 20, Parcels 9.00, 20.01, 22.00, 33.00, 35.00, 36.00, and 42.00, comprising a total of approximately 70.06 acres.

Section 2. This resolution shall take effect immediately upon its adoption, the public health and welfare of the Town of Smyrna requiring it.

ADOPTED by the Town Council the _____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST: _____
AMBER HOBBS, Town Clerk

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.h.
Department: Planning
Date: August 12, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance relative to the amendment of the approved PRD for Gambill Oaks, requested by Delta Civil Engineering, PLLC on behalf of Viking Companies. The property requested to be amended contains 7.13 acres and is located on Gambill Lane.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located on Gambill Lane 900 feet east of the intersection with Enon Springs Road, West. The Land Use Plan for this area is the 24 Gateway character area, which would support a mix of uses and services such as hospitality, retail, restaurant, and multifamily. The surrounding zoning is R-1 and R-3. This parcel is also located within the Enon Springs Overlay.

Summary:
The existing approved PRD would allow for 22 single family lots with a minimum house size of 1700 square feet with a two car garage. After the dedication of right-of-way for Gambill Lane, the total development area would be 6.78 acres. This translates to a density of 3.24 dwellings/acre, and after the common open space of 1.02 acres is removed the density is 3.82 dwellings/acre. The requested amendment would increase the number of lots to 23. This translates to an overall density of 3.39 dwellings/acre, and after the common open space of 1.66 acres is removed the density would be 4.49 dwellings/acre. In addition, the changes include eliminating one of the cul-de-sacs, consolidating two detention areas into one, and moving the amenity area to a different location to allow for the larger detention area. The overall open space increased from 1.02 acres to 1.66 acres. No other changes from the original PRD are proposed, and I have attached the original PRD pattern book for reference.

The Planning Commission reviewed this request and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #25-23
2. Rezoning Application
3. Concept Plan
4. Map 1
5. Map 2
6. PRD Amendment Narrative
7. PRD Plans
8. Property Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-23

AN ORDINANCE relative to the existing PRD located on Tax Map 33, Parcel 87.00, containing approximately 7.13 acres.

WHEREAS, the Planning Commission has recommended this change based on certain conditions and considerations; and

WHEREAS, the change is in agreement with the general plan for the area; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by this amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the previously approved PRD located on Tax Map 33, Parcel 87.00, containing approximately 7.13 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and it hereby is, amended, the public health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2025.

PASSED on second reading by the Town Council the ____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

dotloop signature verification: dtlp.us/un9j-tV80-7XYk

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Delta Civil Engineering, PLLC - Caitlin Paul, PE		
Street Address: PO Box 330424		
City: Murfreesboro	State: TN	ZIP: 37133
Email: caitlin@delta-civil.com	Phone: 256-577-5997	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Viking Companies - Josh Silvis		
Street Address: 41 Peabody Street		
City: Nashville	State: TN	ZIP: 37210
Email: josh@vikingrealestateco.com	Phone: 615-344-4808	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Gambill Lane		
Tax Map: 33	Group:	Parcel: 87.00
Requested Lot Area (Square feet/Acres): 7.13		
Existing Zoning: PRD	**Requested Zoning:** PRD (Amended Layout)	
*Current Property Owner (See Note Below): Odessa Settles		
APPLICANT AUTHORIZATION		
Odessa Louise Settles dotloop verified 06/06/25 10:46 AM CDT AM9L-TCLQ-VELJ-LNLQ		Date:
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

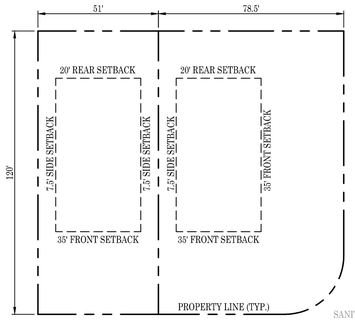
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2025 SUBMITTAL AND MEETING CALENDAR
See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 9, 2024	JANUARY 9
JANUARY 13	FEBRUARY 6
FEBRUARY 10	MARCH 6
MARCH 10	APRIL 3
APRIL 7	MAY 1
MAY 12	JUNE 5
JUNE 9	TUESDAY - JULY 1
JULY 14	AUGUST 7
AUGUST 11	SEPTEMBER 4
SEPTEMBER 8	OCTOBER 2
OCTOBER 13	NOVEMBER 6
NOVEMBER 10	DECEMBER 4
DECEMBER 8	JANUARY 8, 2026

MEMBERS

Name	Term Expiration
Charles Scurr	2025
Tim Morrell	2025
Amy Wise	2025
Matthew Carver	2026
Salena Scott	2026
Marc Adkins, Council Member	Term of Office
Steve Sullivan, Council Member	Term of Office



TYPICAL LOT DIAGRAMS

NOT TO SCALE

LEGEND

ITEM	SYMBOL / LINETYPE / HATCH
ASPHALT PAVEMENT	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
BUILDABLE LOTS	
OPEN SPACE LOTS	

PROJECT INFORMATION

DEVELOPER:	VIKING COMPANIES
DEVELOPER ADDRESS:	41 PEABODY STREET NASHVILLE, TN 37210
DEVELOPER EMAIL:	josh@vikingrealestateco.com
DEVELOPER PHONE:	615-815-6755
PROJECT REPRESENTATIVE:	DELTA CIVIL ENGINEERING, PLLC
PROJECT REP. ADDRESS:	P.O. BOX 330424 MURFREESBORO, TN 37133
PROJECT REP. PHONE:	256-577-5997
ENGINEER OF RECORD:	CAITLIN PAUL, PE
PROPERTY OWNER:	ODESSA LOUISE SETTLES
PROJECT ADDRESS:	0 GAMBILL LANE SMYRNA, TN 37167
PARCEL I.D.:	033-087.00-000
PARCEL AREA:	6.77 ACRES (294,965 SQ. FT.)
SITE ZONING:	PRD - ESO
LAND USE PROPOSED:	SINGLE-FAMILY HOMES
PROPOSED LOTS:	23 BUILDABLE LOTS (3.4 UNITS/ACRE) 2 OPEN SPACE LOTS
OPEN SPACE TABULATION	
OPEN SPACE REQUIRED:	1.02 AC. (15%)
IMPROVED OPEN SPACE REQ'D:	0.31 AC. (30% OF TOTAL OPEN SPACE)
OPEN SPACE PROVIDED:	±1.68 AC (AS SHOWN)
IMPROVED OPEN SPACE PROV'D:	±0.67 AC. (AS SHOWN)
TYPICAL LOT STANDARDS	
MINIMUM LOT SIZE:	6,000 SQ. FT.
TYPICAL LOT DIMENSIONS:	51'Wx120'D
MIN. LOT WIDTH @ SETBACK:	51'
BUILDING SETBACKS:	
STREET:	35 FT.
REAR:	20 FT.
SIDES:	7.5 FT.
PARKING REQUIREMENTS	
REQUIREMENTS BY USE:	4 SP. PER SINGLE-FAMILY HOME
PARKING REQUIRED:	**92 SPACES** (4 SP. x 23 LOTS)
PARKING PROVIDED:	92 DRIVEWAY SPACES 46 GARAGE SPACES 3 GUEST/AMENITY SPACES **141 SPACES PROVIDED**

FLOODPLAIN NOTE:

ALL OR A PORTION OF THE SUBJECT PROPERTY **DOES NOT FALL** WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) ACCORDING TO COMMUNITY PANEL NO. 47149C0108H, DATED JANUARY 5, 2007, FOR TOWN OF SMYRNA.

DEVELOPMENT NOTES

1. THE PURPOSE OF THIS PLAN IS TO AMEND THE GAMBILL OAKS PLANNED RESIDENTIAL DEVELOPMENT (TOWN ORDINANCE #24-24) TO PERMIT A TOTAL OF 23 BUILDABLE LOTS (PREVIOUSLY 22) AND 2 OPEN SPACE LOTS, AND TO RECONFIGURE SEVERAL LOTS AS SHOWN ON THE ORIGINAL CONCEPT PLAN APPROVED BY THE TOWN COUNCIL ON JULY 9, 2024.
2. THIS PLAN DOES NOT AMEND OR ABRIDGE THE PATTERN BOOK SUBMITTED AND APPROVED WITH THE ORIGINAL PRD, EXCEPT WITH RESPECT TO CHANGES TO THE CONCEPTUAL PLAN SHOWN SPECIFICALLY HEREON. THE BULK, ARCHITECTURAL, AND OTHER GENERAL DEVELOPMENT STANDARDS OUTLINED IN THE ORIGINAL PATTERN BOOK SHALL REMAIN IN FORCE.
3. PUBLIC UTILITIES SHOWN HEREON ARE SCHEMATIC IN NATURE AND REFLECTIVE OF DESIGN INTENT ONLY. PUBLIC SEWER AND WATER EXTENSIONS SHALL BE COORDINATED WITH THE TOWN OF SMYRNA UTILITIES DEPARTMENT AND TDEC.

DELTA CIVIL ENGINEERING
P.O. BOX 330424, MURFREESBORO, TN 37133
P: 256-577-5997 | www.delta-civil.com

ENGINEER SEAL

PRD AMENDMENT
FOR
GAMBILL OAKS
SMYRNA, RUTHERFORD COUNTY, TENNESSEE

VIKING DEVELOPMENTS, LLC
41 PEABODY STREET
NASHVILLE, TN 37210
615-815-6755

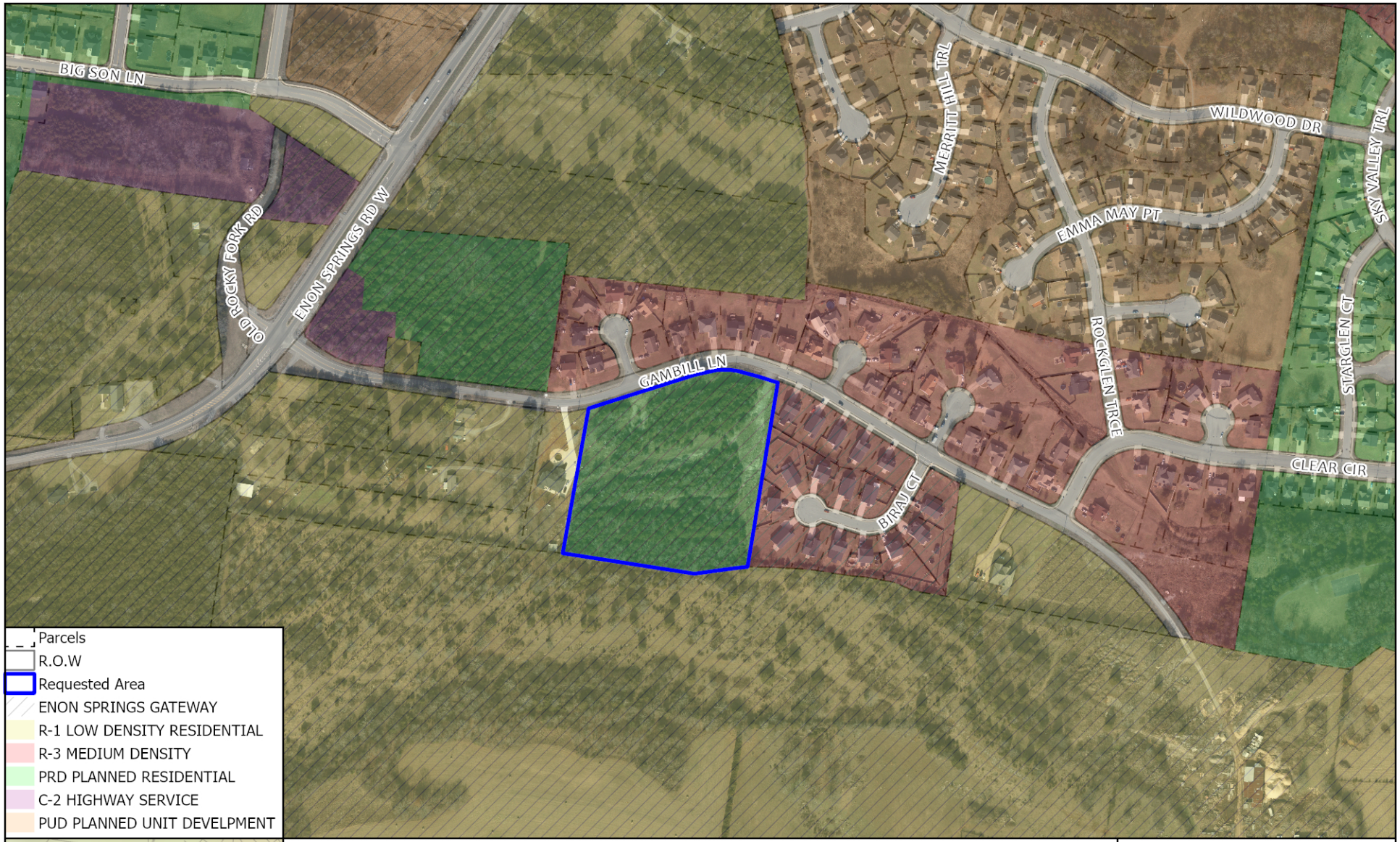
REV.	DATE	DESCRIPTION
1	06/18/2025	STAFF COMMENTS

PROJECT NUMBER: **25015**

ISSUED: **JUNE 9, 2025**

PRD CONCEPT PLAN

C100





PRD Zoning Amendment Request

Tax Map: 33 | Parcels: 87.00 | Acres: +/- 7.13

Requested by: Delta Civil Engineering, PLLC on behalf of Odessa Settles

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

July 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

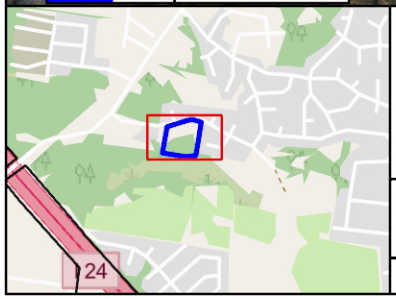
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TOWN OF SMYRNA TENNESSEE

0 0.05 0.1 Mi

0 0.07 0.15 Km





PRD Zoning Amendment Request

Tax Map: 33 | Parcels: 87.00 | Acres: +/- 7.13

Requested by: Delta Civil Engineering, PLLC on behalf of Odessa Settles

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

July 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N

TOWN OF SMYRNA TENNESSEE

0 0.01 0.03 Mi

0 0.03 0.06 Km

DELTA
CIVIL ENGINEERING

June 9, 2025

Mr. Kevin Rigsby
Town Planner
315 South Lowry Street
Smyrna, TN 37167
kevin.rigsby@townofsmyrna.org

Re: Gambill Oaks Subdivision – PRD Amendment Narrative
Smyrna, TN

Dear Kevin:

Please consider this letter and its enclosures as our formal submittal for consideration of an amendment to the Gambill Oaks Planned Residential Development (PRD), located at 0 Gambill Lane in Smyrna. The original PRD was approved in 2024 as Ordinance #24-24 and contained 22 residential lots on approximately 7 acres. The PRD is located within the Enon Springs Overlay (ESO) district. The amended plan proposes **23 single-family lots** and 3 open space lots.

To improve the efficiency of the original PRD, we have revised the conceptual plan to remove one of the cul-de-sacs and replaced one of the detention ponds with a developable lot. Preliminary storm calculations indicate that sufficient site drainage can be routed to the principal pond that detention should not be necessary in this area, and water quality treatment measures alone will suffice. We believe that the changes to the plan will improve the efficiency of the development and reduce the quantity of public infrastructure and utilities, while maintaining the proposed density and increasing total open space. As stated on the attached amended plan, the pattern book and bulk & development standards associated with the original PRD application will continue to govern.

We respectfully request your review of this application and ask that you reach out with any comments or questions.

Sincerely,

Caitlin M. Paul

Caitlin M. Paul, PE
Civil Engineer
Delta Civil Engineering, PLLC
caitlin@delta-civil.com

GAMBILL OAKS

A REQUEST FOR REZONING FROM LOW-DENSITY RESIDENTIAL (R-1-ESO) TO PLANNED RESIDENTIAL DISTRICT (PRD-ESO)

Smyrna, Tennessee



SEC, Inc.

SEC Project #23652

Initial Submittal
May 20, 2024

Resubmitted
May 28, 2024

Resubmitted
June 5, 2024 for the June 6, 2024
Planning Commission Meeting

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SEC, Inc.

Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
Web: www.sec-civil.com

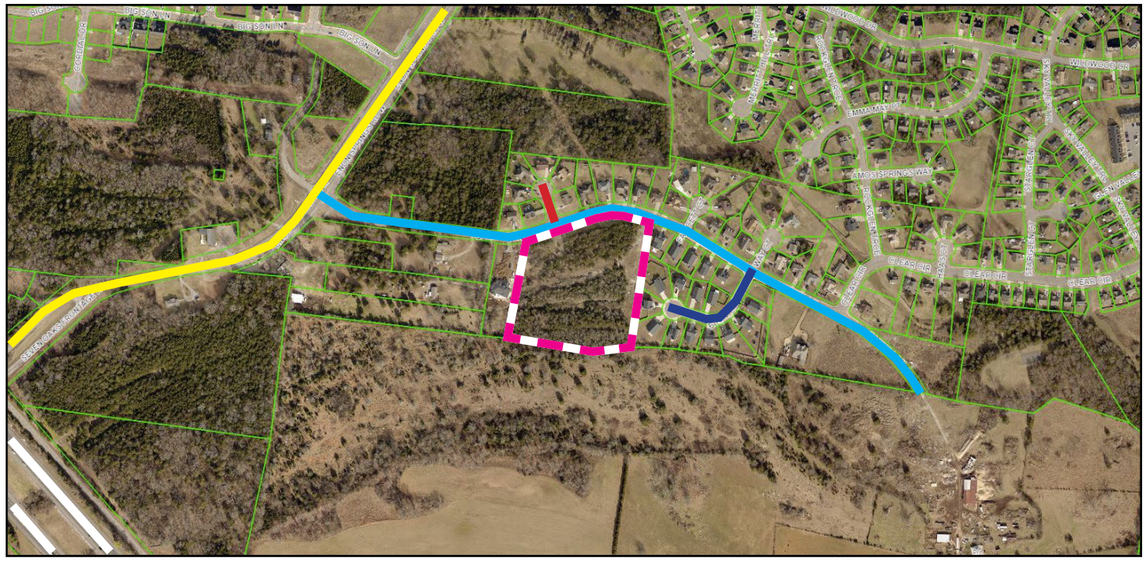
850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

Company Name: Viking Companies
Profession: Developer
Attn: Josh Silvis
Phone: (615) 344-4808
Email: josh@vikingrealestateco.com

41 Peabody Street
Nashville, Tennessee 37210

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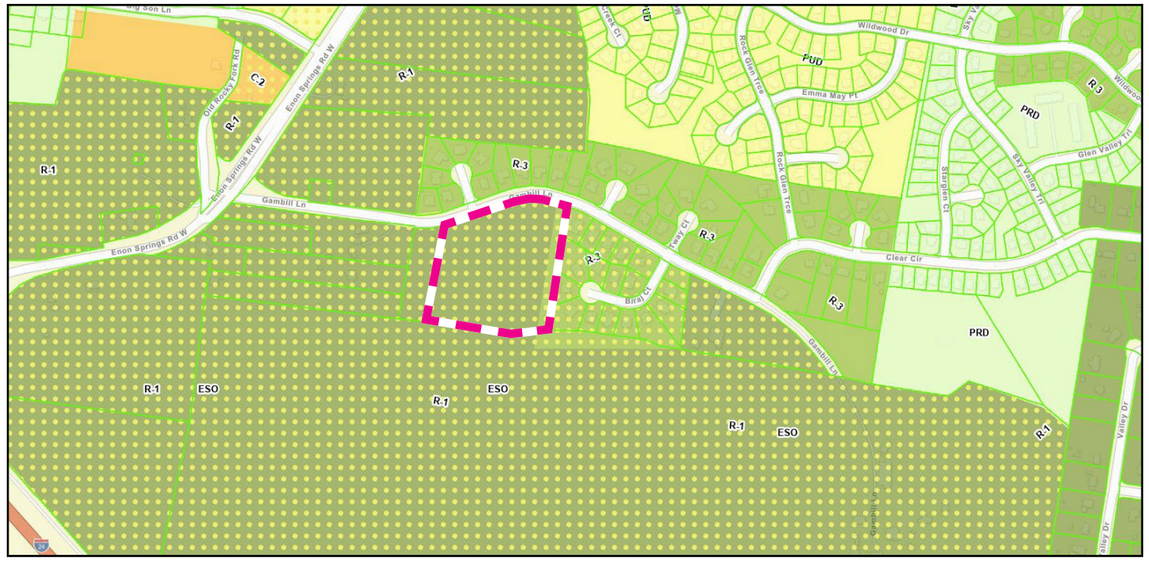


AERIAL PHOTOGRAPH

Not To Scale

- Gambill Lane
- Enon Springs Road West/Rocky Fork Road
- Elway Court
- Biraj Court
- Interstate 24

Site Boundary



ZONING MAP

Not To Scale

- Enon Springs Gateway Overlay District
- R-1 Low Density Residential
- R-3 Medium Density Residential
- C-2 Highway Service
- PRD Planned Residential Development
- PUD Planned Unit Development

Site Boundary

Viking Companies respectfully requests rezoning of the Settles Property on Gambill Lane from Low-Density Residential (R-1) to Planned Residential Development (PRD) with Enon Springs Gateway Overlay District to create Gambill Oaks. The property is located along the southern side of Gambill Lane, east of Enon Springs Road West. The site is identified as Parcel 87.00 of Tax Map 33, and is approximately 7.13 acres. Of this 7.13 acres, 0.35 acres shall be dedicated to Gambill Lane's R.O.W. for a total residential land area of 6.78 acres.

The request for rezoning to PRD is to create Gambill Oaks. The development will consist of 22 single-family detached lots on 6.78 acres, for a density of 3.24 dwelling units per acre. Minimum lot size will be 6,000 sf, with a typical lot size of 6,400 sf. The proposed homes will range in size from a minimum of 1,700 sf. up to a maximum of 2,600 sf. All homes will have a minimum of 2 bedrooms, and a minimum two car front entry garage. The home elevations will be constructed of masonry materials to add quality and character to the community. Each lot and home will have foundation landscaping and sodded front yards. Street lights will line the proposed roadways to add character and continuity to the neighborhood. The entrance will incorporate signage at the intersection with Gambill Lane. The H.O.A. will maintain all the common areas.

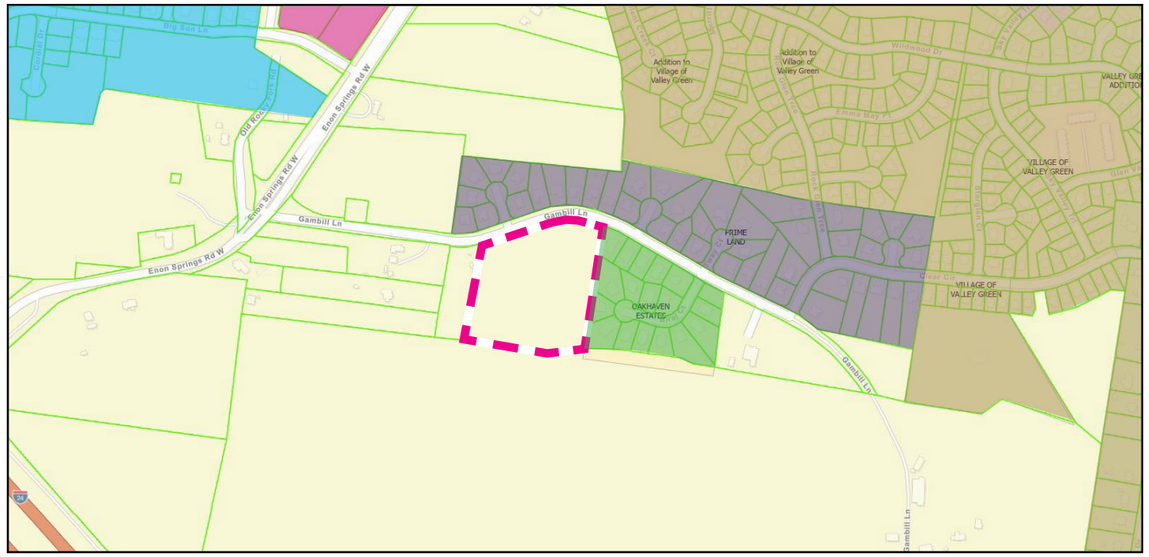
The surrounding area consists of a mixture of zoning types and land uses. The land to the north and the east is zoned R-3-ESO, and the land to the south and the west is zoned R-1-ESO.

FUTURE LAND USE PLAN



The Smyrna Future Land Use Comprehensive Plan proposes this area as 24 Gateways. The character of this land use is intended to create and attractive and well planned entrance to Smyrna from Interstate 24. Developments should focus on a mix of uses and services that are both local and regional in scale. Appropriate zoning categories include R-6, C-2, P&O-1, P&O-2, & PCD.

The proposed development does not aligns with the Smyrna Future Land Use Comprehensive Plan, however it does closely align with the existing surrounding community. Although the proposed development consists of a single land use instead of mixed land use, it does help to complete the residential corridor along Gambill Lane back to Enon Springs Road West.



SUBDIVISION MAP

Not To Scale

- Sundale
- Cedar Creek
- Oakhaven Estates
- Prime Land
- Village of Valley Green

Site Boundary



MAJOR THOROUGHFARE PLAN

Not To Scale

- Freeway
- Future Freeway
- Principal Arterial (100' min ROW)
- Future Principal Arterial
- Collector (60' min ROW)
- Future Collector
- Minor Arterial (104' min ROW)
- Future Minor Arterial
- Minor Arterial (80' min ROW)
- Future Minor Arterial
- New Planned Projects

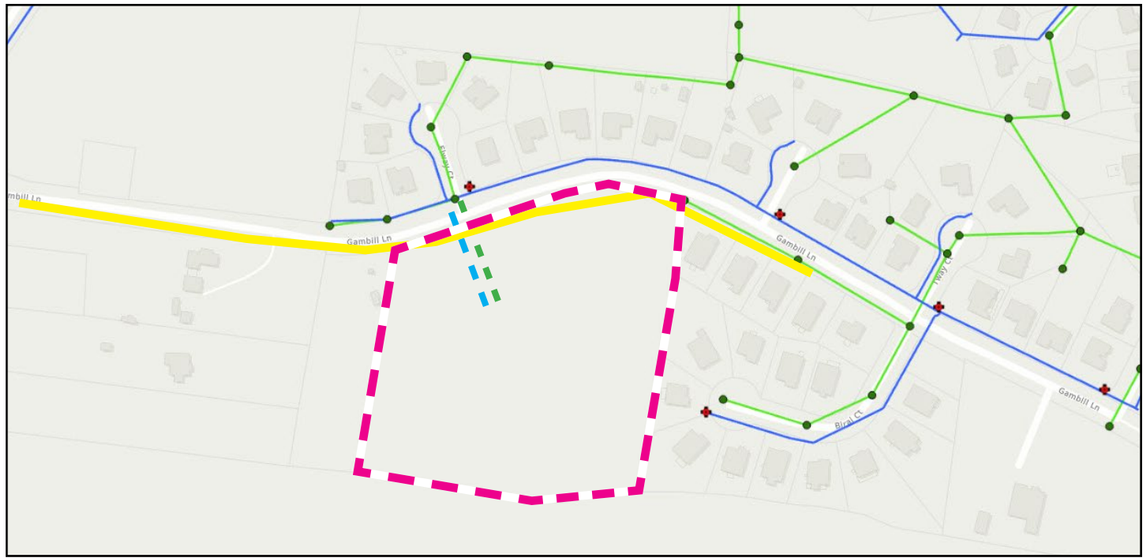
Site Boundary

Gambill Oaks is surrounded by a mixture of residential subdivisions, and agricultural properties. Oakhaven Estates is a residential development directly to the east consisting of one to two-story single-family detached homes with front loaded garages. The exterior elevations consist of primarily hardy board siding with brick and stone accents along the front elevation on the first floor for most units. This subdivision has only one primary point of ingress/egress to the development from Gambill Lane.

Prime Land is a residential development to the north/northeast consisting of one to two-story single-family detached homes with front loaded garages. The exterior elevations consist of a mixture of masonry and vinyl materials with brick and stone accents on the first floor of most units.

Village of Valley Green is a residential development to the north/northeast consisting of one to two-story single-family detached homes with front loaded garages. The exterior elevations consist of a mixture of masonry materials with brick and stone accents on the first floor of most units. This development connects Gambill Lane to Almaville Road to east.

The property has/will have access to the existing public rights-of-way of Gambill Lane through one entrance. No roadways impacted by this development are slated for any roadway improvements. Per the Major Thoroughfare Plan, a 60-ft Collector Stub has been provided at the southern boundary of this development for future connection to Clayton Drive.



UTILITY MAP

Not To Scale

WATER

SEWER

ELECTRIC

PROPOSED SEWER

PROPOSED WATER

Site Boundary

Site Boundary

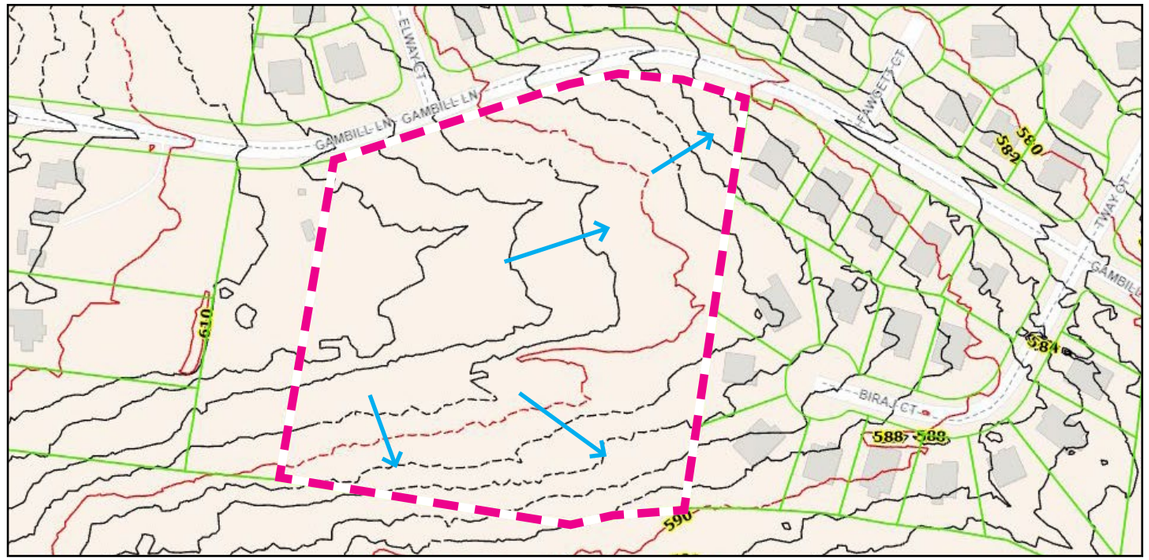
Smyrna Utilities

Water service will be provided by Smyrna Utilities. There is an existing 8 inch PCV water line along Gambill Lane for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by Smyrna Utilities. Sanitary sewer service can connect to an existing 8" gravity sewer line within the R.O.W. of Gambill Lane. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.

mte Middle Tennessee Electric

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



HYDROLOGY AND TOPOGRAPHY

Not To Scale

WATER FLOW DIRECTION

INTERMEDIATE CONTOURS

INDEX CONTOURS

Site Boundary

Site Boundary

The topographic map above shows the site's topographic high point along the western boundary of the property. From this high point, the property drains towards the northeast and southeast. Stormwater that drains to the northeast flows into the existing stormwater system along Gambill Lane. Stormwater that drains to the southeast flows towards Lee Victory Parkway. Stormwater that leaves this site ultimately ends up in Stewart Creek.

No portion of this property is within a registered FEMA Floodway or Floodplain per FEMA Flood Panel 47149C0108H eff. 01/04/2007.

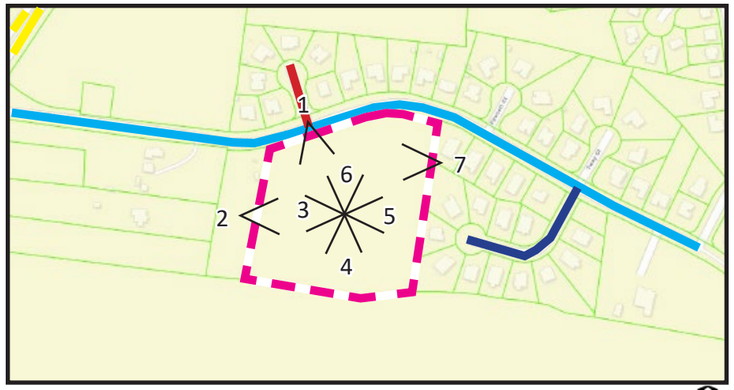


PHOTO DIRECTION MAP

Not To Scale

Gambill Lane

Enon Springs Road West/Rocky Fork Road

Elway Court

Biraj Court

Site



View of Property From Gambill Lane Looking South



View of Property From Neighboring Property Looking East



View from Middle of Property Looking West



View from Middle of Property Looking South



View from Middle of Property Looking East



View from Middle of Property Looking North



View of Property From Neighboring Property Looking West

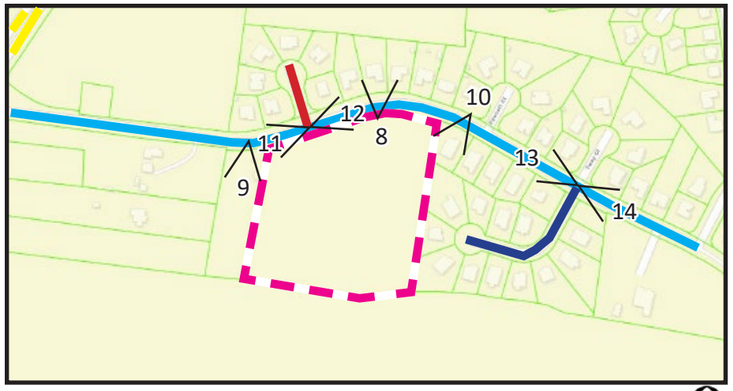


PHOTO DIRECTION MAP

Not To Scale

Gambill Lane

Enon Springs Road West/Rocky Fork Road

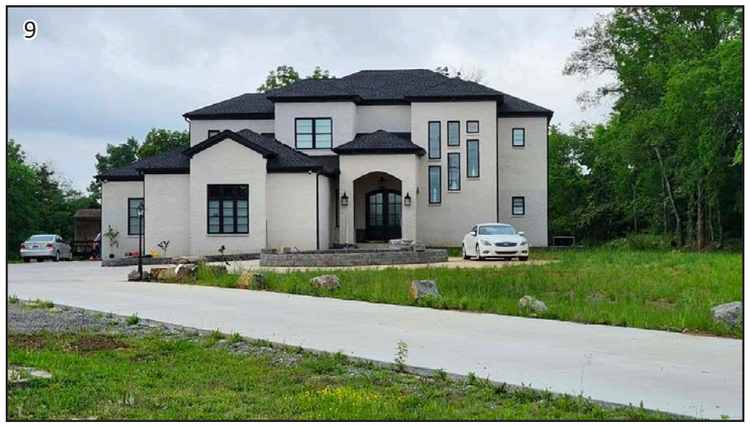
Elway Court

Biraj Court

Site



View of Neighboring Residential Home Looking North



View of Neighboring Residential Home Looking South



View of Neighboring Residential Home Looking Southwest



View of Gambill Lane From Proposed Intersection Looking West



View of Gambill Lane From Proposed Intersection Looking East



View of From Biraj Court & Tway Court Intersection Looking Northwest



View of From Biraj Court & Tway Court Intersection Looking Southeast

LAND USE DATA

Total Land Area:	±7.13 Acres
R.O.W. Dedication Land Area:	±0.35 Acres
Total Residential Land Area:	±6.78 Acres
Total Number of Lots:	22 Lots
Yield: 22 Units/6.78 Acres =	±3.24 Units/Acre
Required Open Space:	±1.02 Acres (15%)
30% of Required Open Space to be Improved:	±0.31 Acres (4.5%)
Total Open Space Provided:	±1.02 Acres (15%)
Open Space Improved:	±0.31 Acres (4.5%)
Stormwater(Detention):	±0.45 Acres (6.5%)
Minimum Lot Size:	6,000 Square Feet
Typical Lot Dimensions:	51′ x 120′
Min. Lot Width at Front Setback:	51-Feet
Required Parking Spaces: (4 Spaces/Unit) x 22 Lots =	88 Spaces
Driveway Spaces Provided:	88 Spaces
Garage Spaces Provided:	44 Spaces
Guest Parking Spaces Provided:	2 Spaces + 1 HC
Total Parking Spaces Provided:	135 Spaces
Length of New Roadway:	±962 Linear Feet

- Proposed Lots
- Open Space
- Detention Pond
- Roadway
- Sidewalk/Walking Trail
- R.O.W. Dedication





EXAMPLE OF ENTRANCE SIGNAGE



EXAMPLE OF DECORATIVE CLUSTER BOX UNITS (CBU)

Development Standards:

- 22 Single-family detached homes with a minimum of 2 bedrooms.
- The homes will be a minimum of 1,700 feet of living area.
- Each lot shall be a minimum of 6,000 s.f. and have a minimum lot width of 51-ft at the front setback.
- Each lot will have concrete driveways wide enough for 2 vehicles , and have a minimum width of 18-feet.
- Parking for homes will comply with the Town of Smyrna requirements.
- The entrances to the development shall incorporate signage on at least one side of each entrance. Additional signage on the opposite side of each entrance may be provided in the future.
- Signage shall be constructed of masonry material, and shall be anchored by landscaping.
- Builders shall install sod and landscaping along building foundations that face R.O.W.s.
- Street Trees shall be planted in accordance with the Enon Springs Gateway Overlay District ordinance.
- HVAC units will be located at the rear of each residence.
- All mechanical equipment (i.e. HVAC and transformers) to be screened from view of the R.O.W.
- All on-site utilities will be underground.
- Mail service will be provided via CBU.
- Street lights will be standard Middle Tennessee Electric poles and lights.
- House numbering will be consistent with building and fire codes.
- Solid waste will be handled via a private collector.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community.
- The proposed collector road will be a 60-ft public right-of-way. All other streets will be 50-ft public rights-of-way. All streets shall be designed to comply with Town of Smyrna Streets Standards.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A.

Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All homes will be 1 and 2-story
- All homes will have at least 2 bedrooms
- All the homes will have eaves
- Each lot will have driveways with a minimum paved width of 18 feet, and a 35 foot depth
- Home shall include a brick water table at a minimum height of 18” around the front.
- Siding shall consist of cementitious materials



Single-Family Detached Lot Setbacks

Front Setback:	35-feet
Corner Lot Secondary Front Setback:	35-feet
Side Setback:	7.5-feet
Rear Setback:	20-feet

HVAC UNITS (TO BE LOCATED AT REAR OF HOMES

Building Materials:

All Elevations: Masonry Materials (Brick, Stone, Hardy Board, etc)
Vinyl Only Permitted in Trim & Soffit Areas



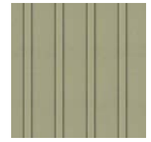
Example of Hardy Shake
(Different colors will be allowed)



Example of Asphalt Shingles
(Different colors will be allowed)



Example of Fiber Cement Board
(Different colors will be allowed)



Example of Board and Batten
(Different colors will be allowed)



Example of Brick
(Different colors will be allowed)



Example of Stone
(Different colors will be allowed)



EXAMPLE OF FRONT ELEVATION



EXAMPLE OF REAR ELEVATION



EXAMPLE OF LEFT SIDE ELEVATION



EXAMPLE OF RIGHT SIDE ELEVATION



EXAMPLE OF FRONT ELEVATION



EXAMPLE OF REAR ELEVATION



EXAMPLE OF LEFT SIDE ELEVATION



EXAMPLE OF RIGHT SIDE ELEVATION

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



EXAMPLE OF FRONT ELEVATION



EXAMPLE OF REAR ELEVATION



EXAMPLE OF LEFT SIDE ELEVATION



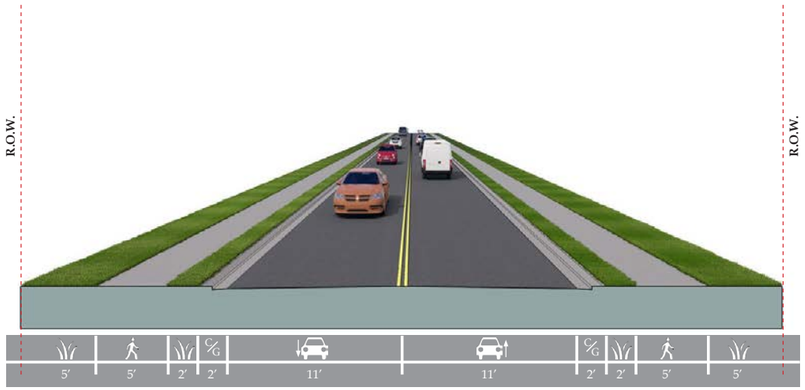
EXAMPLE OF RIGHT SIDE ELEVATION

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

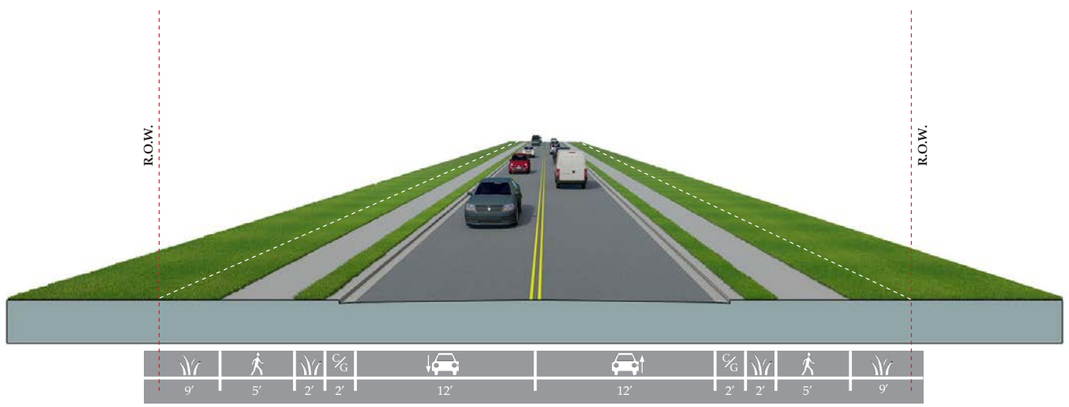
Pursuant to the Town of Smyrna's Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. Gambill Lane is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 2-lane cross-section with curb and gutter & sidewalks on the side of the roadway opposite this development.

As stated above, the primary means of ingress/egress from this site will be onto Gambill Lane. The main access to Gambill Lane will be via a proposed 60-ft collector street. The proposed collector street shall have two travel lanes for proper circulation into and out of the development. There will be a single lane for traffic leaving the development as well as a single lane for traffic entering the development. The illustration to the right shows the proposed pedestrian and vehicular circulation routes within the development. The illustration below shows an example of the proposed roadways within this development.

The proposed collector road shall have a typical 60-ft wide R.O.W. cross-section. All other roads shall have a typical 50 foot R.O.W. cross-section. These streets will be built in accordance with the Town of Smyrna Street Standards



Example of 50-ft Local Street R.O.W.



Example of 60-ft Collector Road R.O.W.



Proposed Vehicular Circulation (50-ft R.O.W.)

Proposed Vehicular Circulation (60-ft R.O.W.)

Proposed Pedestrian Circulation



LOCATION MAP - AMENITIES Not To Scale

A Walking Trail B Open Play Lawn

With this request, Gambill Oaks will be dedicating approximately 1 acres (15% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, and the centralized mail kiosk. Usable open space areas around the development will offer such amenities as; a walking trail and open play lawns. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. The Gambill Lane entrance area will incorporate masonry signage and will be anchored with landscaping.

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- A minimum 8 feet of landscape area between mail kiosk parking and all property lines.
- Public rights-of-way screened from mail kiosk parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Street Trees shall be planted in accordance with the Enon Springs Gateway Overlay District ordinance.
- The fronts and sides at the base of buildings facing public R.O.W. will have at least 3 foot wide landscape strip.
- Landscaping will be in conformance with the Town of Smyrna's landscaping ordinance.



Example of Walking Trail



Example of Open Play Lawn

Delta Civil Engineering, PLLC – PRD Amendment Request with ESO
Tax Map 33, Parcel 87.00, owned by Odessa Louise Settles and requested by Delta Civil Engineering, PLLC.

Bordered on the north by the right-of-way of Gambill Lane; on the west by Parcel 88.00, owned by Tommy Dang and Christina Huong Nguyen; on the south by Parcel 82.00, owned by Mary King Gambill; and on the east by the Oakhaven Estates development.

Area requested to be amended contains approximately 7.13 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.i.
Department: Planning
Date: August 12, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance relative to the rezoning of Tax Map 28, Parcel 75.00, from PCD to C-2 requested by MDT Construction. The property requested to be rezoned contains 1.63 and is located at 1170 Rock Springs Road.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The property that is the subject of this request is located at 1170 Rock Springs Road at the intersection of Austin Lee Drive and Rock Springs Road. The Land Use Plan for this area is the Sam Ridley Corridor character area, which would support a combination of retail uses and services that provide markets for both local and regional customers. The surrounding zoning is C-2 and C-4.

Summary:
This property was rezoned from C-2 to PCD in May 2023 to allow an automobile rental business with a detached car wash for use by the business only. A site plan was submitted and approved by the Planning Commission for a retail center consistent with C-2 zoning pending approval of the rezoning by the Town Council.

The Planning Commission reviewed this request and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #25-24

2. Rezoning Application
3. Map 1
4. Property Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-24

AN ORDINANCE relative to the rezoning of property located on Tax Map 28, Parcel 75.00, comprising of approximately 1.63 acres, from PCD to C-2.

WHEREAS, the Planning Commission has recommended this change based on certain conditions and considerations; and

WHEREAS, the change is in agreement with the general plan for the area; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by this amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the property located on Tax Map 28, Parcel 75.00, comprising of approximately 1.63 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is rezoned from PCD to C-2, the public health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the _____ day of _____, 2025.

PASSED on second reading by the Town Council the _____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: MDT Construction		
Street Address: 5024 High Park Hill Drive		
City: Arrington	State: TN	ZIP: 37014
Email: meshel.ibrahim@outlook.com	Phone: 615-710-0633	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☑		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	

PROPERTY INFORMATION		
Street Address/Intersecting Streets: 1170 Rock Springs Road		
Tax Map: 28	Group:	Parcel: 75.00
Requested Lot Area (Square feet/Acres): 71,176 S.F./1.63 Ac.		
Existing Zoning: PCD	**Requested Zoning:** C-2	
*Current Property Owner (See Note Below): Lee Tashie Partners		

APPLICANT AUTHORIZATION	
Applicant Signature:	Date:

OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

2024 SUBMITTAL AND MEETING CALENDAR
See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 11, 2023	JANUARY 4
JANUARY 16 - 8:00 AM	FEBRUARY 1
FEBRUARY 20 - 8:00 AM	MARCH 7
MARCH 18	APRIL 4
APRIL 15	MAY 2
MAY 20	JUNE 6
JUNE 17	TUESDAY - JULY 2
JULY 15	AUGUST 1
AUGUST 19	SEPTEMBER 5
SEPTEMBER 16	OCTOBER 3
OCTOBER 21	NOVEMBER 7
NOVEMBER 18	DECEMBER 5

MEMBERS

Name	Term Expiration
Mike Allen	2024
Tim Slate	2024
Charles Scurr	2025
Miranda Swift	2025
Amy Wise	2025
Marc Adkins, Council Member	Term of Office
Tim Morrell, Council Member	Term of Office



PCD to C-2 Rezoning Request

Tax Map: 28 | Parcels: 75.00 | Acres: +/- 1.63

Requested by: MDT Construction on behalf of Lee Tashie Partners

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

July 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

MDT Construction – Rezoning Request from PCD to C-2

Tax Map 28, Parcel 75.00, owned by Lee Tashie Partners and requested by MDT Construction.

Bordered on the south by the right-of-way of Rock Springs Road; on the east by the right-of-way of Austin Lee Drive; and on the north and west by Parcel 111.02, owned by HD Development of Maryland, Inc.

Area requested to be rezoned from PCD to C-2 contains approximately 1.63 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 7.j.
Department: Planning
Date: August 12, 2025

Subject:
PUBLIC HEARING: Consideration of an Ordinance relative to the rezoning of Tax Map 50, Parcel 14.00, from C-2 to I-2 requested by Madison Jones with Platform Real Estate Group. The property requested to be rezoned contains approximately 9.88 acres and is located at the corner of Tridon Drive and Safari Drive.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The property that is the subject of this request is located in the northwest corner of Tridon Drive and Safari Drive. The Land Use Plan for this area is the 24 Gateway character area, which would support a mix of uses and services such as hospitality, retail, restaurant, and multifamily uses. The surrounding zoning is C-2, I-1, and I-2 in Town and IN (Institutional) in the County.

The Planning Commission reviewed this request and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #25-25
2. Rezoning Request
3. Concept Plan

4. Email Acknowledgement
5. Map 1
6. Map 2
7. Property Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-25

AN ORDINANCE relative to the rezoning of property located on Tax Map 50, Parcel 14.00, comprising of approximately 9.88 acres, from C-2 to I-2.

WHEREAS, the Planning Commission has recommended this change based on certain conditions and considerations; and

WHEREAS, the change is in agreement with the general plan for the area; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by this amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the property located on Tax Map 50, Parcel 14.00, comprising of approximately 9.88 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is rezoned from C-2 to I-2, the public health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the _____ day of _____, 2025.

PASSED on second reading by the Town Council the _____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Platform Real Estate Group/Madison Jones		
Street Address: 3017 Bolling Way NE		
City: Atlanta	State: GA	ZIP: 30305
Email: mjones@platformrealestategroup.com	Phone: (229) 224-1655	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Kimley-Horn and Associates/Emma Fuquay, PE		
Street Address: 10 Lea Ave, Suite 400		
City: Nashville	State: TN	ZIP: 37210
Email: emma.fuquay@kimley-horn.com	Phone: (615) 200-8983	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: Tridon Drive and Safari Drive		
Tax Map: 050	Group:	Parcel: 050-014.00-000
Requested Lot Area (Square feet/Acres): 9.88 AC		
Existing Zoning: C-2	**Requested Zoning:** I-2	
*Current Property Owner (See Note Below): Swanson Development LP		
APPLICANT AUTHORIZATION		
Applicant Signature: Madison Jones		Date: 6/4/2025
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

ALMAVILLE ROAD

TRIDON DRIVE

30' SIDE SETBACK

APPROX. 100-YR FLOODPLAIN EL

30' SIDE SETBACK

135.0'

210.0'

19.0'

26.0'

9.6'

64.0'

550.0'

BUILDING 1
115,500 SF
121 CAR PARKS

SAFARI DRIVE

STORMWATER POND

PROPERTY LINE

40.0'

60' FRONT SETBACK

60.0'

TRIDON DRIVE

Kimley»Horn

PLATFORM - TRIDON DRIVE

CONCEPT 1
January 17, 2025

0 25 50 100 150

NORTH

---------- Forwarded message ---------
From: **Brenda Bruce** <brenda@swansoncompanies.com>
Date: Wed, Jun 4, 2025 at 5:37 PM
Subject: Tridon Land 9.88 Acres -current owner Swanson Developments and under contract to sell to Platform Real Estate Group/Madison Jones
To: kevin.rigsby@townofsmyrna.org <kevin.rigsby@townofsmyrna.org>
Cc: Brenda Bruce <brenda@swansoncompanies.com>, Kara Kerr <kara@srctn.biz>

Good afternoon Kevin,

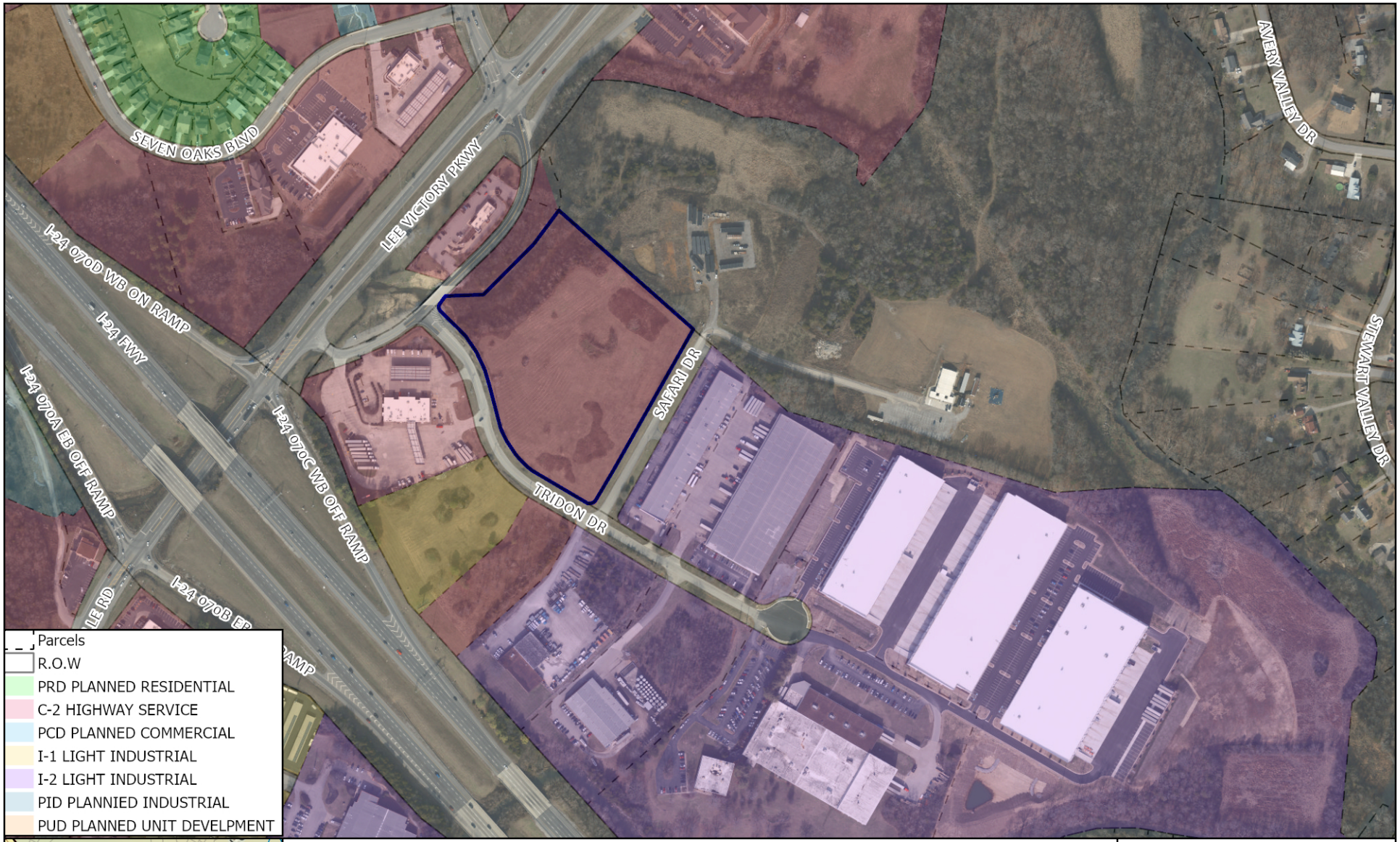
Thank you for speaking with me and Kara Kerr today.

As we discussed, Swanson Developments, LP is the owner of 9.88 acres of land on Tridon Drive and Safari Drive in Smyrna, Tennessee. This land is currently under contract to be sold to Platform Real Estate Group. We acknowledge and are aware of their Rezoning Request Application to change the zoning from C-2 to I-2 for their intended use.

Please let me know if you need any thing further from Swanson Developments, LP.

Regards,

Brenda Bruce, CFO
Swanson Companies
1188 Park Avenue
Murfreesboro, TN 37129
www.swansoncompanies.com
www.swansondev.com



C-2 to I-2 Rezoning Request

Tax Map: 50 | Parcels: 14.00 | Acres: +/- 9.88

Requested by: Madison Jones on behalf of Swanson Development LP

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

July 2025

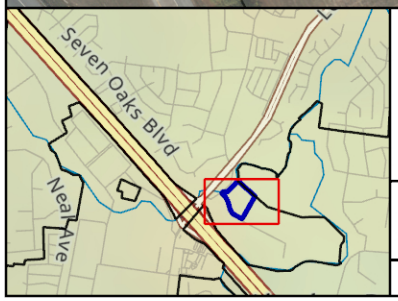
Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N

0 0.05 0.1 Mi

0 0.1 0.2 Km





C-2 to I-2 Rezoning Request

Tax Map: 50 | Parcels: 14.00 | Acres: +/- 9.88

Requested by: Madison Jones on behalf of Swanson Development LP

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

July 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N

TOWN OF SMYRNA TENNESSEE

0 0.02 0.04 Mi

0 0.04 0.09 Km

Madison Jones with Platform Real Estate Group – Rezoning Request from C-2 to I-2

Tax Map 50, Parcel 14.00, owned by Swanson Development Corp. and requested by Madison Jones with Platform Real Estate Group.

Bordered on the south by the right-of-way of Tridon Drive; on the east by the right-of-way of Safari Drive; on the north by Parcel 13.02, owned by Smyrna River of Life Assembly of God; and on the west by Parcel 13.01, owned by Mollie and Tabbie Peebles, and the right-of-way of Tridon Drive.

Area requested to be rezoned from C-2 to I-2 contains approximately 9.88 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.1.
Department: Planning
Date: August 12, 2025

Subject:
Consideration of an ordinance relative to the amendment of the existing PRD of properties located on Tax Map 54, Parcel 57.02 and Tax Map 73, Parcels 13.00, 13.01, 13.03, 13.04, and 16.00 owned by Southcoast DFH Nashville LLC containing 67.68 acres, and the rezoning of Tax Map 54, part of Parcel 57.00, owned by SCollins 2 Properties, LLC from R-3 to PRD containing .31 acre. The request is from Gamble Design Collaborative on behalf of the property owners and is located along Rocky Fork Almaville Road and Briley Road.

Fiscal Impact:
N/A

Contract Type:

Contract Term (if applicable):
N/A

Background:
The properties that are the subject of this request are located south and east of Briley Road and west of Rocky Fork Almaville Road. The Land Use Plan would support Medium Density Single Family Residential development in this area. The surrounding zoning is PRD (Collins Grove, Alfaro Subdivision, Reverie at Music City, Lyndwood) in Town and RM in Rutherford County.

The existing PRD for Briley Downs approved in April 2023 is for 212 single family lots on 67.68 acres, for a density of 3.13 units/acre. When the provided open space of 15.47 acres is considered, the density is 212 lots on 52.21 acres, for a density of 4.06 units/acre.

Summary:
The requested PRD/PRD amendment would add .31 acre currently zoned R-3 from an adjacent tract. The requested PRD is for 217 single family lots on 67.99 acres, for a density of 3.19 units/acre. When the proposed provided open space of 15.45 acres is considered, the density would be 217 lots on 52.54 acres, for a density of 4.13 units/acre. In addition, the amenities proposed have been changed to add a pool and

clubhouse replacing a pavilion, dog park, and community garden. In addition, it has been requested to amend the front setback from 35’ to 20’ with a 35’ setback to the garage. The overall layout, minimum/maximum house size, etc., has not changed.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against, 1 abstention.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #25-26
2. PRD Amendment Request - Application
3. Briley Downs R-3 to PRD Rezoning Map
4. Briley Downs PRD Amendment Map 1
5. Briley Downs PRD Amendment Map 2
6. 2025-07-14 Briley Downs PRD Amendment 1 Submittal Set
7. Briley Downs August 2025 Rezoning PRD Amendment Description

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.1.
Department: Planning
Date: August 12, 2025

Subject:
Consideration of an ordinance relative to the amendment of the existing PRD of properties located on Tax Map 54, Parcel 57.02 and Tax Map 73, Parcels 13.00, 13.01, 13.03, 13.04, and 16.00 owned by Southcoast DFH Nashville LLC containing 67.68 acres, and the rezoning of Tax Map 54, part of Parcel 57.00, owned by SCollins 2 Properties, LLC from R-3 to PRD containing .31 acre. The request is from Gamble Design Collaborative on behalf of the property owners and is located along Rocky Fork Almaville Road and Briley Road.

Fiscal Impact:
N/A

Contract Type:

Contract Term (if applicable):
N/A

Background:
The properties that are the subject of this request are located south and east of Briley Road and west of Rocky Fork Almaville Road. The Land Use Plan would support Medium Density Single Family Residential development in this area. The surrounding zoning is PRD (Collins Grove, Alfaro Subdivision, Reverie at Music City, Lyndwood) in Town and RM in Rutherford County.

The existing PRD for Briley Downs approved in April 2023 is for 212 single family lots on 67.68 acres, for a density of 3.13 units/acre. When the provided open space of 15.47 acres is considered, the density is 212 lots on 52.21 acres, for a density of 4.06 units/acre.

Summary:
The requested PRD/PRD amendment would add .31 acre currently zoned R-3 from an adjacent tract. The requested PRD is for 217 single family lots on 67.99 acres, for a density of 3.19 units/acre. When the proposed provided open space of 15.45 acres is considered, the density would be 217 lots on 52.54 acres, for a density of 4.13 units/acre. In addition, the amenities proposed have been changed to add a pool and

clubhouse replacing a pavilion, dog park, and community garden. In addition, it has been requested to amend the front setback from 35’ to 20’ with a 35’ setback to the garage. The overall layout, minimum/maximum house size, etc., has not changed.

The Planning Commission reviewed this request and recommended approval 6 for, 0 against, 1 abstention.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Ordinance #25-26
2. PRD Amendment Request - Application
3. Briley Downs R-3 to PRD Rezoning Map
4. Briley Downs PRD Amendment Map 1
5. Briley Downs PRD Amendment Map 2
6. 2025-07-14 Briley Downs PRD Amendment 1 Submittal Set
7. Briley Downs August 2025 Rezoning PRD Amendment Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-26

AN ORDINANCE relative to the existing PRD located on Tax Map 54, parcel 57.02, Tax Map 73, Parcels 13.00, 13.01, 13.03, 13.04 & 16.00, comprising a total of approximately 67.68 acres and the rezoning of part of Tax Map 54, Parcel 57.00, comprising a total of approximately 4.52 acres from R-3 to PRD.

WHEREAS, the Planning Commission has recommended this change based on certain conditions and considerations; and

WHEREAS, the change is in agreement with the general plan for the area; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by this amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the existing PRD for property located on Tax Map 54, parcel 57.02, Tax Map 73, Parcels 13.00, 13.01, 13.03, 13.04 & 16.00, comprising a total of approximately 67.68 acres, all of which is identified on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be and hereby is amended, the public health and welfare of the Town of Smyrna requiring it; and

That the property located on Tax Map 54, Parcel 57.00, comprising a total of approximately 4.52 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is rezoned from R-3 to PRD, the public health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2025.

PASSED on second reading by the Town Council the ____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: GAMBLE DESIGN COLLABORATIVE		
Street Address: 3020 STRAWBERRY LANE, STE. 201		
City: FRANKLIN	State: TN	ZIP: 37069
Email: MATT.HUFF@GDC-TN.COM	Phone: 615-414-6723	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: DREAMFINDERS HOMES		
Street Address: 101 FORREST CROSSING, #107		
City: FRANKLIN	State: TN	ZIP: 37064
Email: CRAIG.YERIAN@DREAMFINDERSHOMES.COM	Phone: 859-625-8960	

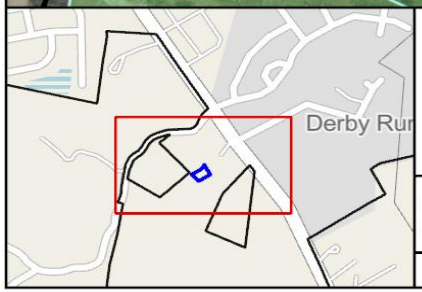
PROPERTY INFORMATION		
Street Address/Intersecting Streets: SOUTH OF THE INTERSECTION OF BRILEY & ROCKY FORK ALMAVILLE RD		
Tax Map: 054 073 073	Group:	Parcel: 57.02 16.00 13.00, 13.01, 13.03, & 13.04
Requested Lot Area (Square feet/Acres): 67.99 AC		
Existing Zoning: PRD 3.13 DUA	**Requested Zoning:** PRD (AMENDMENT) 3.19 DUA	
*Current Property Owner (See Note Below): SOUTHCOAST DFH NASHVILLE, LLC		

APPLICANT AUTHORIZATION	
Applicant Signature: Matt Huff	Date: 7/14/2025

OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.





R-3 to PRD Rezoning

Tax Map: 54 | P/O Parcel: 57.00 | Acres: +/- 0.31

Requested by: Gamble Design Collaborative on behalf of Southcoast DFH Nashville, LLC

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

August 2025

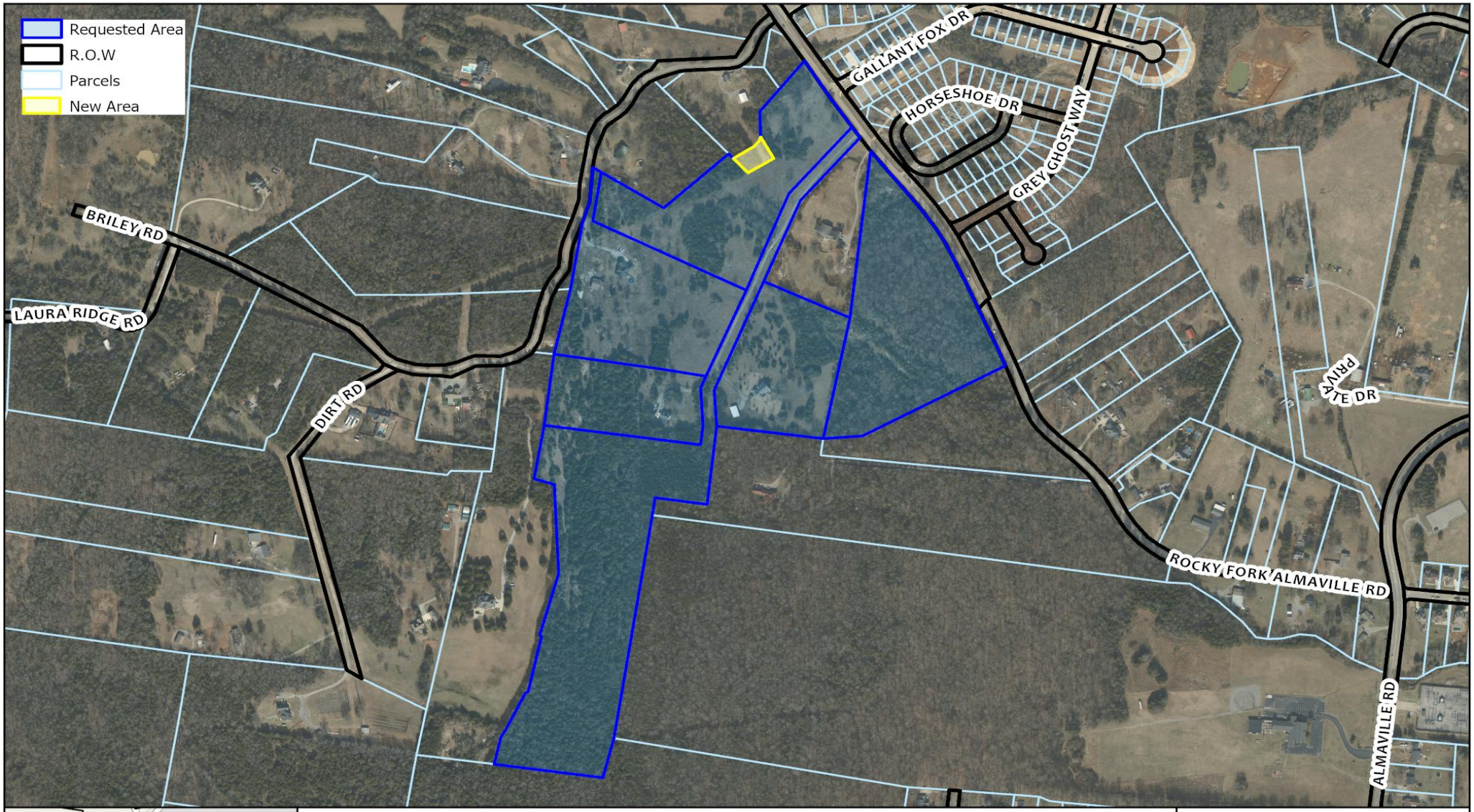
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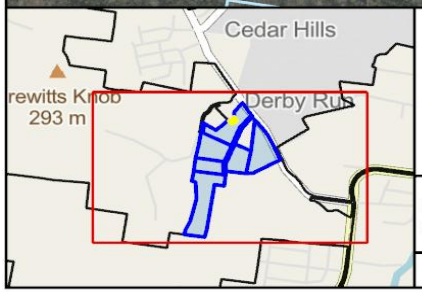
N

TOWN OF SMYRNA TENNESSEE

0 0.02 0.04 Mi

0 0.04 0.08 Km





PRD Zoning Amendment Request

Tax Map: 54 | Parcel: 57.02 Acres: +/- 67.99

Tax Map: 73 | Parcels: 13.00, 13.01, 13.03, 13.04, 16.00

Requested by: Gamble Design Collaborative on behalf of Southcoast DFH Nashville, LLC

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

August 2025

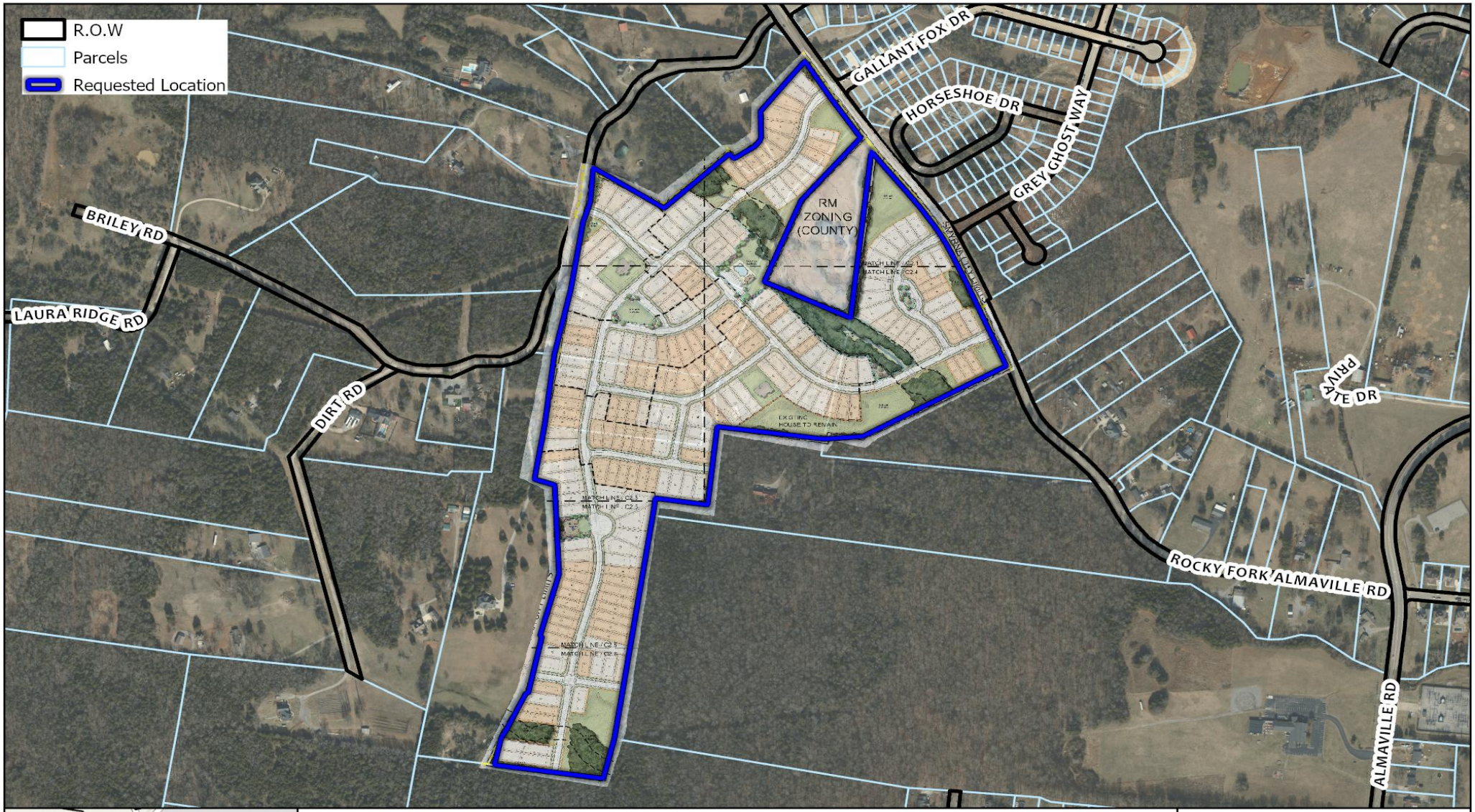
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N

TOWN OF SMYRNA TENNESSEE

0 0.07 0.15 Mi

0 0.15 0.3 Km



PRD Zoning Amendment Request

Tax Map: 54 | Parcel: 57.02 Acres: +/- 67.99

Tax Map: 73 | Parcels: 13.00, 13.01, 13.03, 13.04, 16.00

Requested by: Gamble Design Collaborative on behalf of Southcoast DFH Nashville, LLC

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

August 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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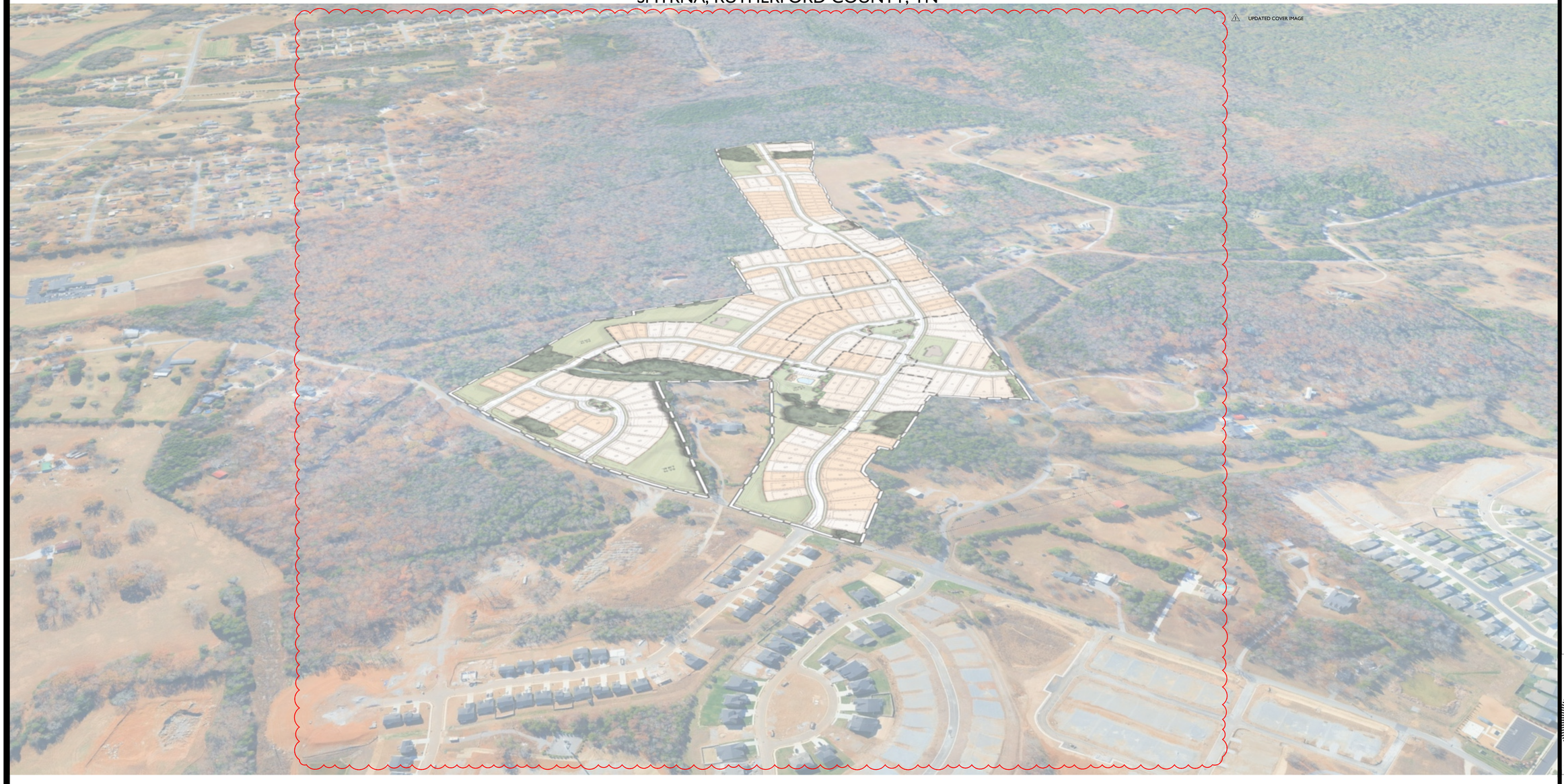
0 0.07 0.15 Mi

0 0.15 0.3 Km

BRILEY DOWNS SUBDIVISION

ANNEXATION AND REZONING REQUEST - AMENDMENT 1

SMYRNA, RUTHERFORD COUNTY, TN



⚠ UPDATED COVER IMAGE

APPLICANT & LANDSCAPE ARCHITECT:

GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE
SUITE 145
FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:

CIVIL SITE DESIGN GROUP
KYLE GRIFFIN
2305 KLINE AVENUE, SUTE 300
NASHVILLE, TN 37211
615-248-9999
kyleg@csdgtn.com

SHEET INDEX

C0.0	COVER
C1.0-C1.6	EXISTING CONDITIONS
C2A	APPROVED MASTER PLAN
C2.0-C2.6	CONCEPTUAL MASTER PLAN
C3.0	PHASING PLAN
C4.0-C4.1	OPEN SPACE PLAN
C5.0	TYPICAL ARCHITECTURE

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

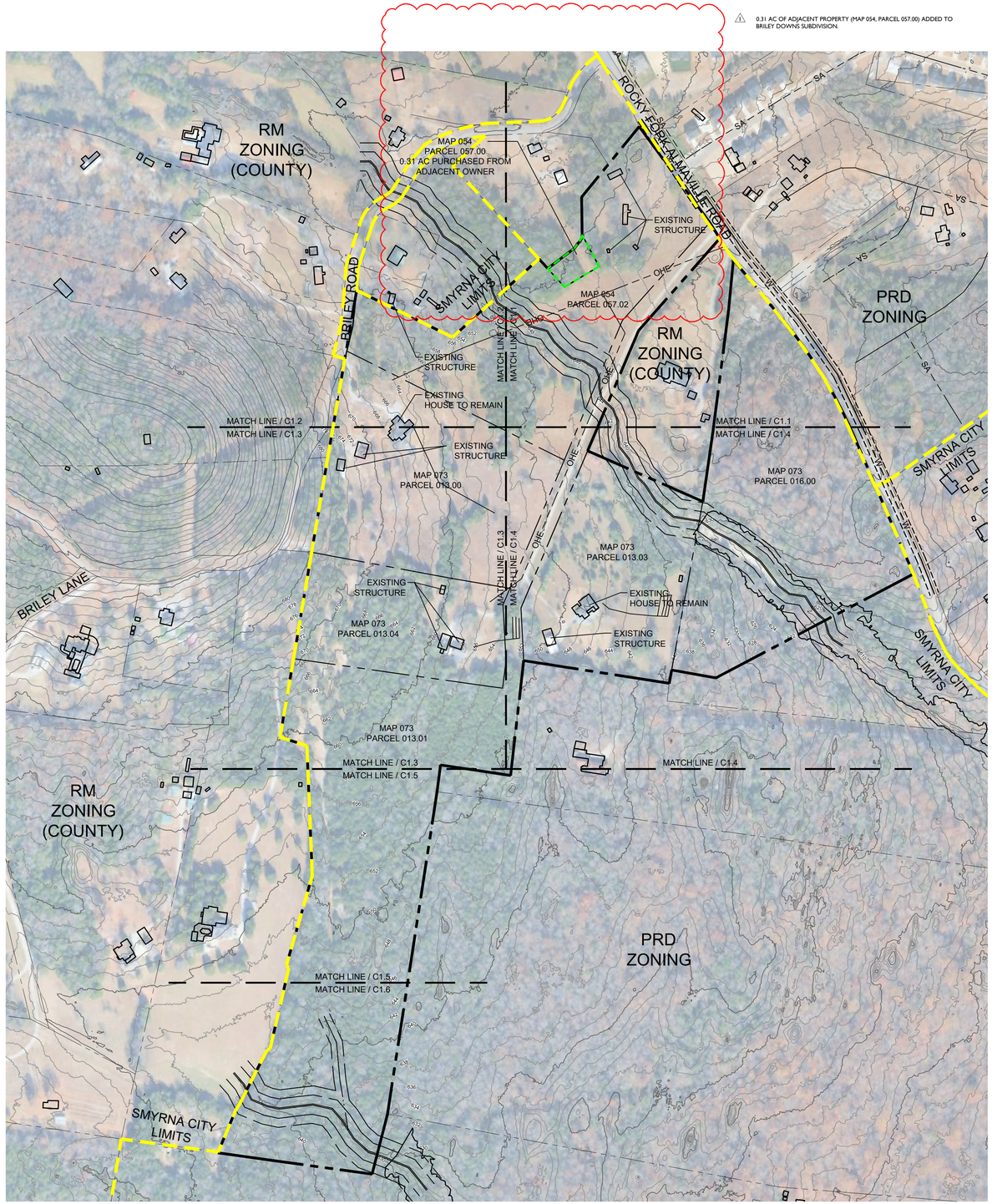
BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

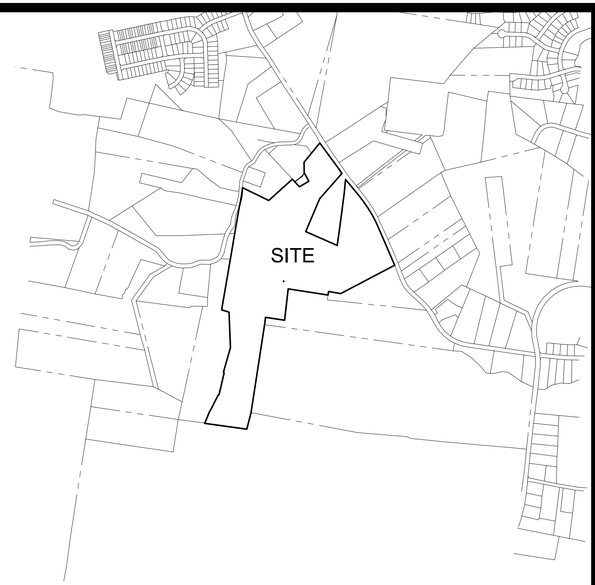
STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
REGISTERED
7/14/25
TENNESSEE NO. 1113
LANDSCAPE ARCHITECT

Revision Date

⚠ JULY 14, 2025
△
△
△

SHEET
C0.0





CONTEXT MAP NTS

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

Revision Date
1 JULY 14, 2025

OVERALL EXISTING CONDITIONS

SHEET
C1.0

RM
ZONING
(COUNTY)

0.31 AC OF ADJACENT PROPERTY (MAP 054, PARCEL 057.00) ADDED TO BRILEY DOWNS SUBDIVISION.

EXISTING STRUCTURE

MAP 054
PARCEL 057.00
0.31 AC PURCHASED FROM
ADJACENT OWNER

30' WATERLINE EASEMENT

ROCKY FORK ALMAVILLE ROAD

MAP 073
PARCEL 013.01

MAP 054
PARCEL 057.02

RIPARIAN BUFFER ZONE 2
RIPARIAN BUFFER ZONE 1
RIPARIAN BUFFER ZONE 1
RIPARIAN BUFFER ZONE 2

648
646
644
642

MATCH LINE / C1.2
MATCH LINE / C1.1

RM
ZONING
(COUNTY)

MAP 073
PARCEL 016.00

SMYRNA CITY
LIMITS

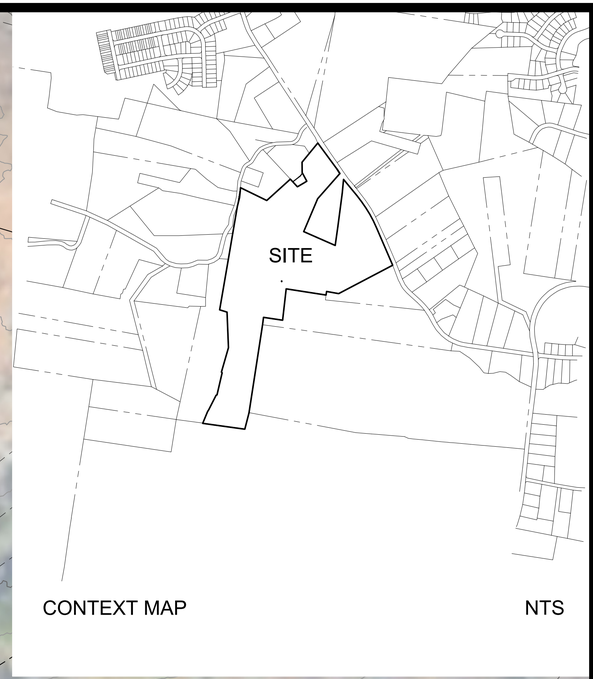
PRD
ZONING

MATCH LINE / C1.1
MATCH LINE / C1.4

W
SA
OHE

0 50 100 150

N



CONTEXT MAP NTS

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

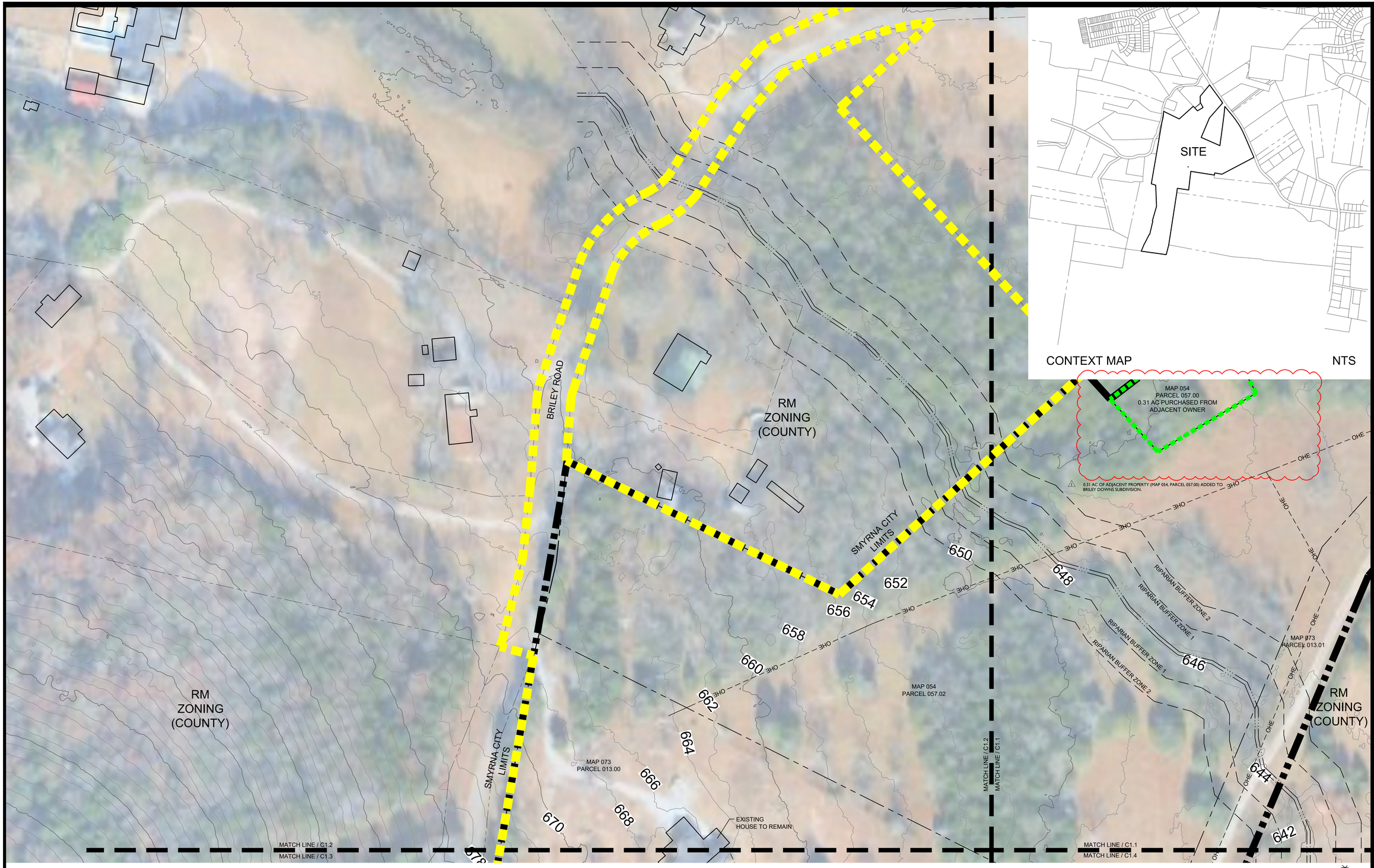
Smyrna, Rutherford County, Tennessee

STATE OF TENNESSEE
MATTHEW GAMBLE
REGISTERED
DEPARTMENT OF AGRICULTURE
COMMERCE
TENNESSEE NO. 3418
LANDSCAPE ARCHITECT
7/14/25

Revision Date
1 JULY 14, 2025

EXISTING CONDITIONS ENLARGEMENT SHEET

C1.1



GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

Smyrna, Rutherford County, Tennessee

STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
REGISTERED
LANDSCAPE ARCHITECT
7/14/25

Revision Date

1. JULY 14, 2025
2.
3.
4.

EXISTING CONDITIONS ENLARGEMENT
SHEET
C1.2

MATCH LINE / C1.2
MATCH LINE / C1.3

RM
ZONING
(COUNTY)

BRILEY ROAD

SMYRNA CITY LIMITS

EXISTING HOUSE TO REMAIN

EXISTING STRUCTURE

MAP 073
PARCEL 013.00

SA

OHE

EXISTING STRUCTURE

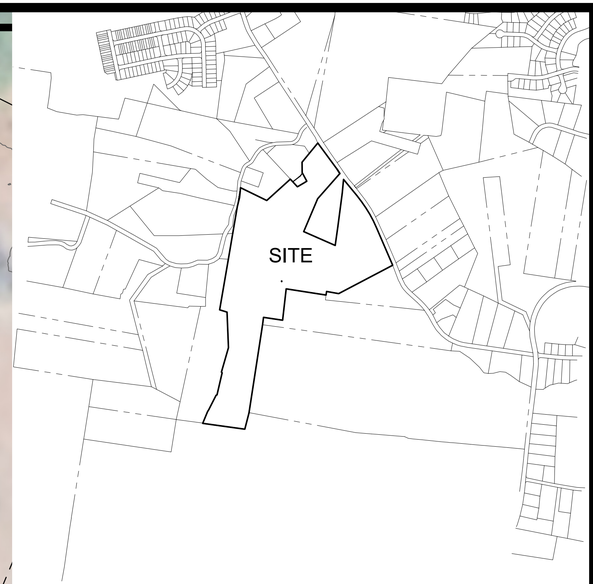
MAP 073
PARCEL 013.04

MAP 073
PARCEL 013.01

MATCH LINE / C1.3
MATCH LINE / C1.5

PRD
ZONING

680 678 676 674 672 670 668 666 664 662 660 658 656 654 652 650 648 646 644 642



CONTEXT MAP NTS

0 50 100 150

N

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

Smyrna, Rutherford County, Tennessee

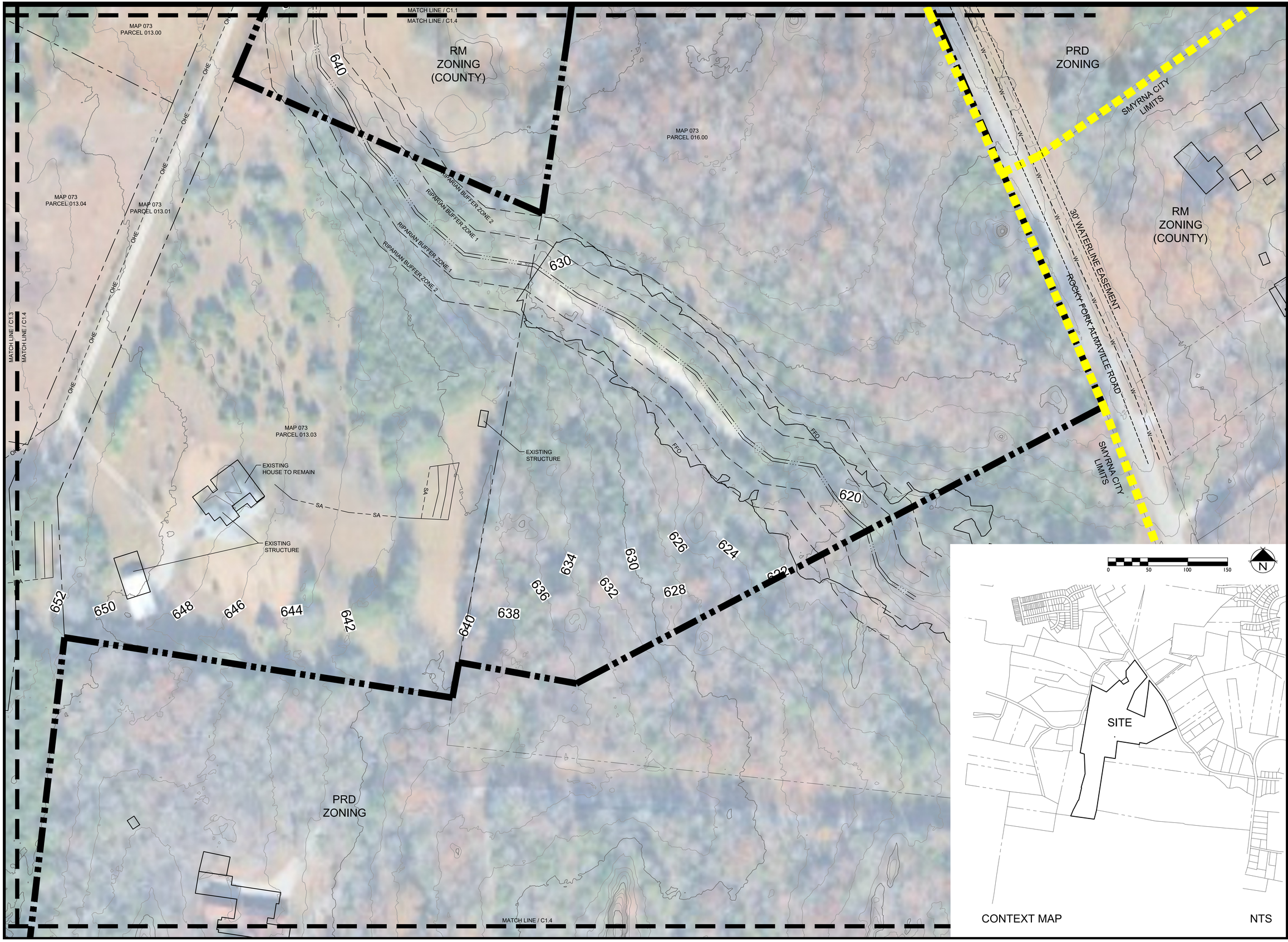
STATE OF TENNESSEE
AGRICULTURE
COMMERCE
TENNESSEE NO. 1418
LANDSCAPE ARCHITECT

7/14/25

Revision Date

1. JULY 14, 2025
2.
3.
4.

EXISTING CONDITIONS ENLARGEMENT
SHEET
C1.3



GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

Smyrna, Rutherford County, Tennessee

STATE OF TENNESSEE
REGISTERED
AGRICULTURE
COMMERCE
TENNESSEE NO. 1418
LANDSCAPE ARCHITECT
7/14/25

Revision Date

1. JULY 14, 2025
2.
3.
4.

EXISTING CONDITIONS ENLARGEMENT
SHEET
C1.4

MATCH LINE / C1.3
MATCH LINE / C1.5

658
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646

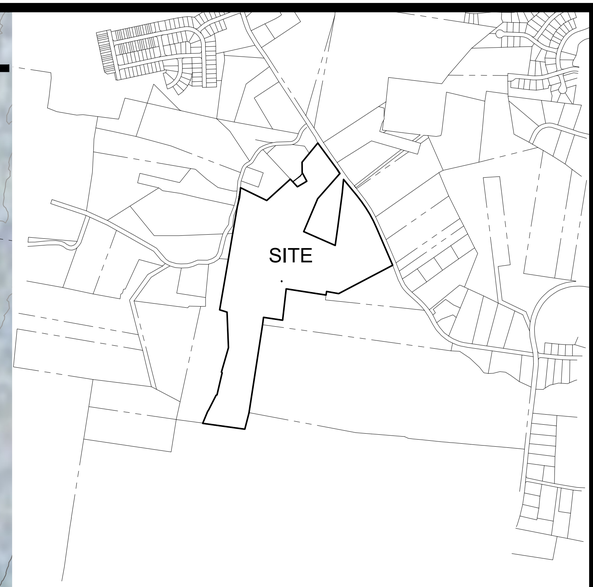
MAP 073
PARCEL 013.01

SMYRNA CITY LIMITS

RM
ZONING
(COUNTY)

RM
ZONING
(COUNTY)

MATCH LINE / C1.5
MATCH LINE / C1.6



CONTEXT MAP NTS

0 50 100 150

N

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

Smyrna, Rutherford County, Tennessee

TENNESSEE STATE OF AGRICULTURE COMMERCE NO. 1413 LANDSCAPE ARCHITECT

Revision Date
1 JULY 14, 2025
2
3
4

EXISTING CONDITIONS ENLARGEMENT
SHEET
C1.5

MATCH LINE / C1.5
MATCH LINE / C1.6

RM
ZONING
(COUNTY)

MAP 073
PARCEL 013.01

RM
ZONING
(COUNTY)

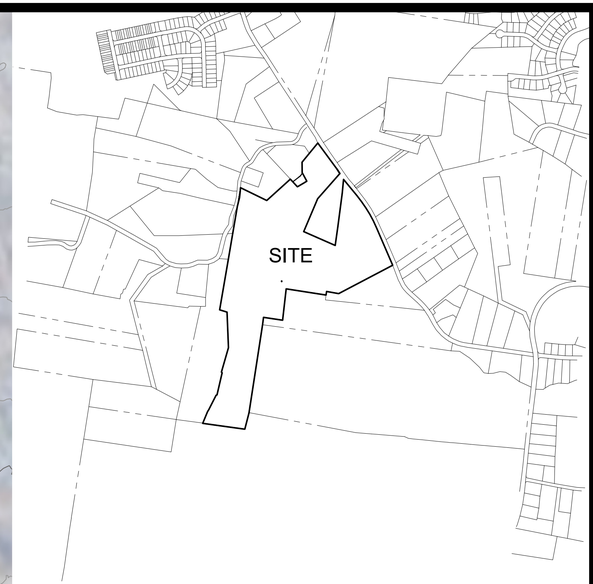
RIPARIAN BUFFER ZONE 2
RIPARIAN BUFFER ZONE 1
RIPARIAN BUFFER ZONE 1
RIPARIAN BUFFER ZONE 2

SMYRNA CITY
LIMITS

FFO

FRO

646
644
642
640
638
636
634
632
630
640
630



CONTEXT MAP NTS

0 50 100 150

N

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

Smyrna, Rutherford County, Tennessee

STATE OF TENNESSEE
AGRICULTURE
COMMERCE
TENNESSEE NO. 1418
LANDSCAPE ARCHITECT
7/14/25

Revision Date
1 JULY 14, 2025
2
3
4

EXISTING
CONDITIONS
ENLARGEMENT
SHEET
C1.6





CONTEXT MAP NTS

KEY

- 55' LOTS
- 50' LOTS
- 45' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE

SITE NARRATIVE

BRILEY DOWNS WILL BE A SINGLE FAMILY NEIGHBORHOOD WITH HIGH QUALITY RESIDENTIAL ARCHITECTURE AND DESIGNED COMMUNITY OPEN SPACES. WITH ACCESS POINTS TO ROCKY FORK ALMAVILLE ROAD TO THE NORTHEAST, AND BRILEY ROAD TO THE WEST, BRILEY DOWNS PROPOSES 210 LOTS ON 67.68 ACRES OF LAND. LOT WIDTHS WILL BE 55', 50', AND 45', THE LATTER BEING INCLUDED IN ORDER TO AVOID ADDING TOWNHOMES TO THE MIX. THE RESULT OF THIS ADDITION IS A BIT LESS DENSITY THAN COULD BE ACHIEVED WITH TOWNHOMES, BUT BETTER OVERALL NEIGHBORHOOD COHESION.

THE 6 EXISTING PROPERTIES ASSOCIATED WITH BRILEY DOWNS ARE CURRENTLY LOCATED OUTSIDE SMYRNA'S CITY LIMITS, HOWEVER, THEY BORDER THE CITY LIMITS AT BOTH THE NORTHERN AND SOUTHERN ENDS OF THE PROPOSED DEVELOPMENT. THIS DOCUMENT IS TO REQUEST THAT ALL 6 PROPERTIES BE ANNEXED INTO THE TOWN, AND ZONED PRD. THIS ZONING WOULD MATCH THE DIRECTLY ADJACENT SMYRNA PROPERTIES TO THE NORTH AND SOUTH.

THE FUTURE LAND USE PLAN CALLS OUT THIS PROPERTY AS MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL. THE COMPREHENSIVE PLAN DEFINES MEDIUM DENSITY AS HAVING LOT SIZES RANGING FROM 5,000 TO 15,000 SQUARE FEET AND HAVING A GROSS DENSITY UP TO 5 SINGLE-FAMILY DWELLING UNITS PER ACRE. BRILEY DOWNS MEETS THESE GUIDELINES WITH MINIMUM LOT SIZE OF 5,850 SQUARE FEET, AN AVERAGE LOT SIZE OF 8,135 SQUARE FEET, AND A TOTAL GROSS DENSITY OF 3.10 UNITS PER ACRE.

BRILEY DOWNS WILL PROVIDE A VARIETY OF OPEN SPACE AND AMENITY OPTIONS SPRINKLED THROUGHOUT THE DEVELOPMENT THAT WILL BE A SELLING POINT FOR ITS FUTURE RESIDENTS. PUBLIC OPEN SPACES ARE WHERE COMMUNITY IS CREATED AND THIS PLAN INCORPORATES A NUMBER OF BOTH PASSIVE AND ACTIVE OPEN SPACES FOR ITS RESIDENTS TO MEET THEIR NEIGHBORS, OR JUST EXPERIENCE THE OUTDOORS WITHIN A STONES THROW OF THEIR HOME.

SITE DATA

SITE ACREAGE:		67.68 AC
DENSITY (UNITS/AC):		3.13 DUA
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	75
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	72
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	63
EXISTING HOMES TO REMAIN		2
TOTAL SINGLE FAMILY HOMES		212
OPEN SPACE	(+/- AC)	
REQUIRED:	10.15 AC (15%)	
PROVIDED:	15.47 AC (22.86%)	
IMPROVED OPEN SPACE REQUIRED:	3.05 AC (30% OF REQUIRED)	
IMPROVED OPEN SPACE PROVIDED:	3.22 AC (31.7% OF REQUIRED)	

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS
ANNEXATION AND REZONING REQUEST
Smyrna, Rutherford County, Tennessee

SCOTT ALAN GAMBLE
REGISTERED LANDSCAPE ARCHITECT
7-11-25

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

CONCEPTUAL MASTER PLAN
SHEET
C2.0

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

MATTHEW S. BLAIR
TENNESSEE
DEPARTMENT OF AGRICULTURE
COMMERCE
TENNESSEE NO. 1432
LANDSCAPE ARCHITECT
7-11-25

Revision Date
- △ JULY 14, 2025
- △ _____
- △ _____
- △ _____

APPROVED MASTER PLAN
SHEET
C2A

⚠ REVISED SITE NARRATIVE

SITE NARRATIVE

BRILEY DOWNS WILL BE A SINGLE FAMILY NEIGHBORHOOD WITH HIGH QUALITY RESIDENTIAL ARCHITECTURE AND DESIGNED COMMUNITY OPEN SPACES. WITH ACCESS POINTS TO ROCKY FORK ALMAVILLE ROAD TO THE NORTHEAST, AND BRILEY ROAD TO THE WEST, BRILEY DOWNS PROPOSES 217 LOTS ON 67.99 ACRES OF LAND. LOT WIDTHS WILL BE 55', 50', AND 45', THE LATTER BEING INCLUDED IN ORDER TO AVOID ADDING TOWNHOMES TO THE MIX. THE RESULT OF THIS ADDITION IS A BIT LESS DENSITY THAN COULD BE ACHIEVED WITH TOWNHOMES, BUT BETTER OVERALL NEIGHBORHOOD COHESION.

THE ORIGINAL PRD WAS APPROVED IN MARCH OF 2023. THE ORIGINAL PRD CONSISTED OF 212 LOTS, WAS 67.68 AC IS SIZE, AND HAD A DUA OF 3.13. THIS AMENDMENT ADDED 0.31 AC FROM THE ADJACENT PROPERTY MAP 054, PARCEL 057.00. THIS ALLOWS THE PROPERTY TO ADD 5 MORE SINGLE FAMILY LOTS. THE UPDATED SITE ACREAGE IS 67.99 AC AND THE UPDATED DUA IS 3.19.

THE FUTURE LAND USE PLAN CALLS OUT THIS PROPERTY AS MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL. THE COMPREHENSIVE PLAN DEFINES MEDIUM DENSITY AS HAVING LOT SIZES RANGING FROM 5,000 TO 15,000 SQUARE FEET AND HAVING A GROSS DENSITY UP TO 5 SINGLE-FAMILY DWELLING UNITS PER ACRE. BRILEY DOWNS MEETS THESE GUIDELINES WITH MINIMUM LOT SIZE OF 5,850 SQUARE FEET, AN AVERAGE LOT SIZE OF 8,135 SQUARE FEET, AND A TOTAL GROSS DENSITY OF 3.10 UNITS PER ACRE.

BRILEY DOWNS WILL PROVIDE A VARIETY OF OPEN SPACE AND AMENITY OPTIONS SPRINKLED THROUGHOUT THE DEVELOPMENT THAT WILL BE A SELLING POINT FOR ITS FUTURE RESIDENTS. PUBLIC OPEN SPACES ARE WHERE COMMUNITY IS CREATED AND THIS PLAN INCORPORATES A NUMBER OF BOTH PASSIVE AND ACTIVE OPEN SPACES FOR ITS RESIDENTS TO MEET THEIR NEIGHBORS, OR JUST EXPERIENCE THE OUTDOORS WITHIN A STONES THROW OF THEIR HOME.

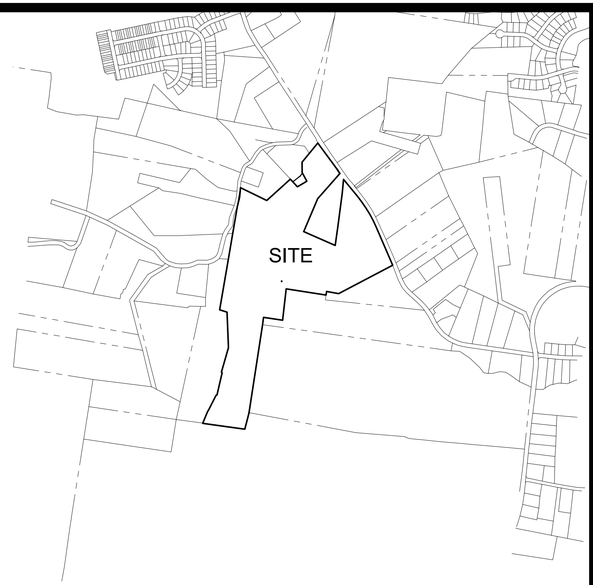
⚠ 0.31 AC OF ADJACENT PROPERTY (MAP 054, PARCEL 057.00) ADDED TO BRILEY DOWNS SUBDIVISION. 5 ADDITIONAL LOTS ADDED TO OVERALL DEVELOPMENT.



⚠ REVISED LAYOUT

0 200 400 600

N



CONTEXT MAP NTS

KEY

- 55' LOTS
- 50' LOTS
- 45' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE

⚠ REVISED SITE DATA CHART

SITE DATA

SITE ACREAGE:		67.99 AC
DENSITY (UNITS/AC):		3.19 DUA
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	81
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	43
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	91
EXISTING HOMES TO REMAIN		2
TOTAL SINGLE FAMILY HOMES		217
OPEN SPACE		(+/- AC)
REQUIRED:		10.20 AC (15%)
PROVIDED:		15.45 AC (22.72%)
IMPROVED OPEN SPACE REQUIRED:		3.06 AC (30% OF REQUIRED)
IMPROVED OPEN SPACE PROVIDED:		4.05 AC (39.7% OF REQUIRED)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

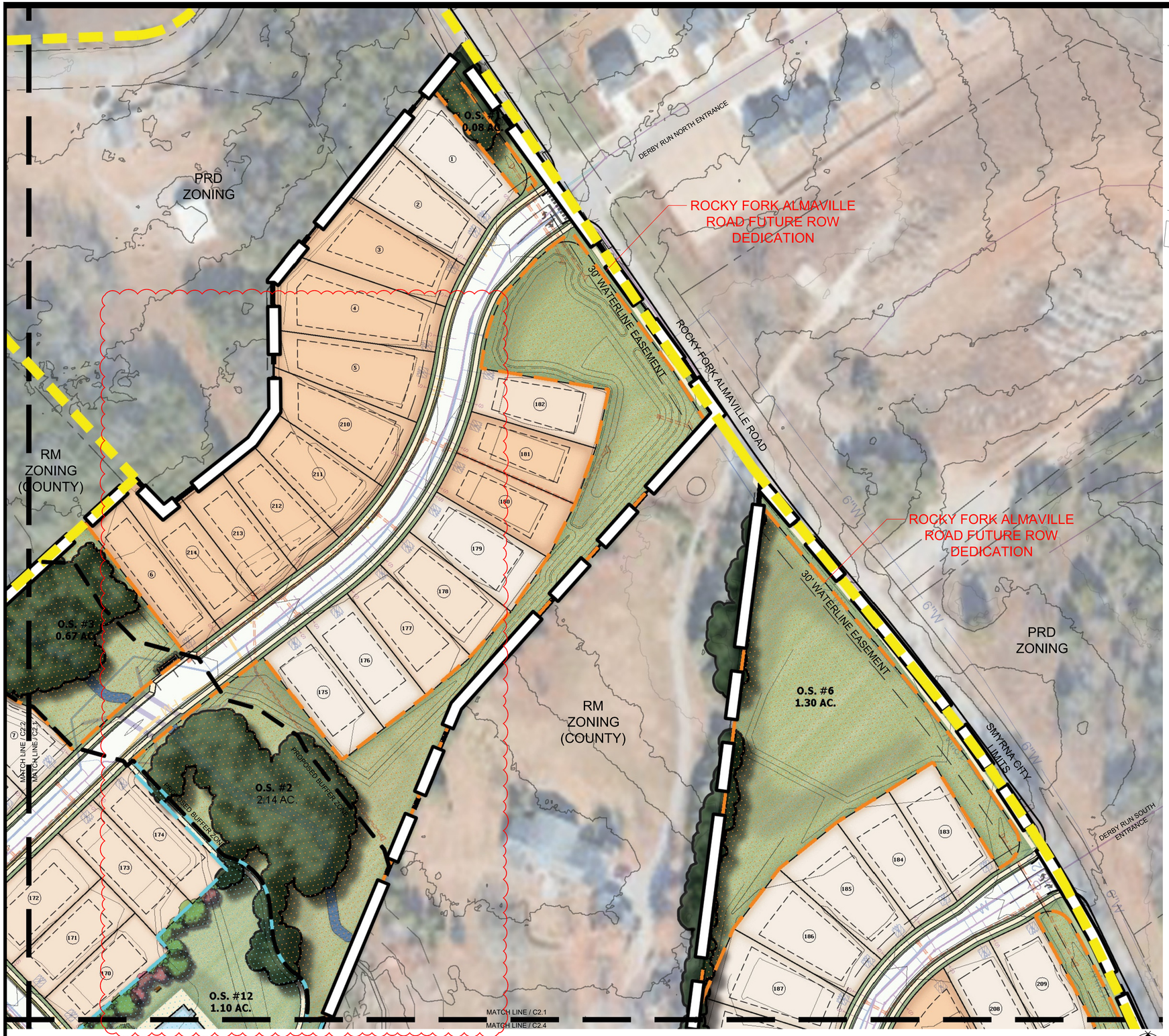
Smyrna, Rutherford County, Tennessee

7/14/25
TENNESSEE DEPARTMENT OF AGRICULTURE
COMMERCE NO. 1413
TENNESSEE NO. 1413
LANDSCAPE ARCHITECT

Revision Date
⚠ JULY 14, 2025
⚠
⚠
⚠

CONCEPTUAL MASTER PLAN

SHEET
C2.0



⚠ 0.31 AC OF ADJACENT PROPERTY (MAP 054, PARCEL 057.00) ADDED TO BRILEY DOWNS SUBDIVISION. 5 ADDITIONAL LOTS ADDED TO OVERALL DEVELOPMENT.



CONTEXT MAP NTS

KEY

- 55' LOTS
- 50' LOTS
- 45' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE

⚠ REVISED SITE DATA CHART

SITE DATA

SITE ACREAGE:		67.99 AC
DENSITY (UNITS/AC):		3.19 DUA
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	81
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	43
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	91
EXISTING HOMES TO REMAIN		2
TOTAL SINGLE FAMILY HOMES		217
OPEN SPACE		(+/- AC)
REQUIRED:		10.20 AC (15%)
PROVIDED:		15.45 AC (22.72%)
IMPROVED OPEN SPACE REQUIRED:		3.06 AC (30% OF REQUIRED)
IMPROVED OPEN SPACE PROVIDED:		4.05 AC (39.7% OF REQUIRED)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

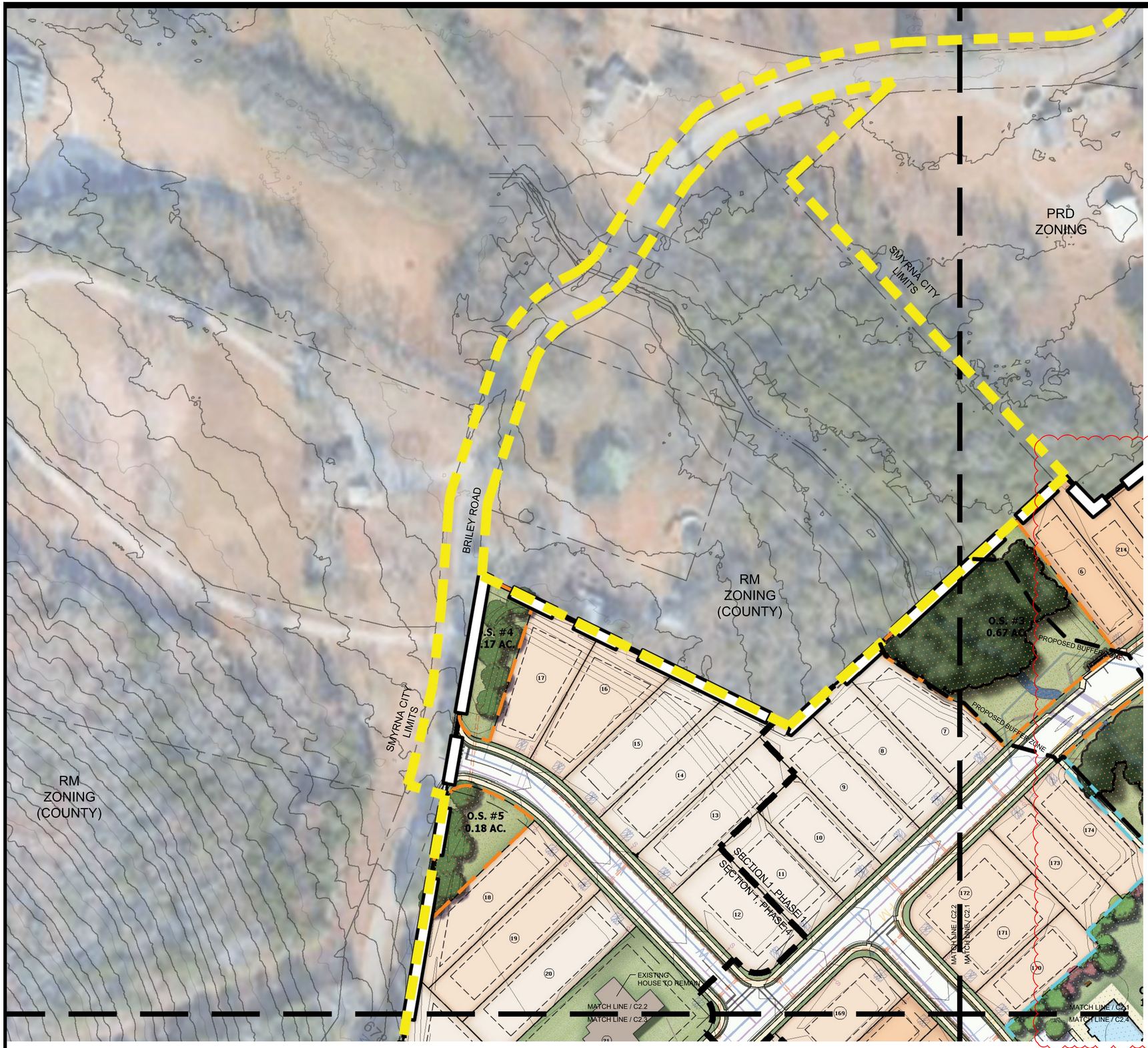
Smyrna, Rutherford County, Tennessee

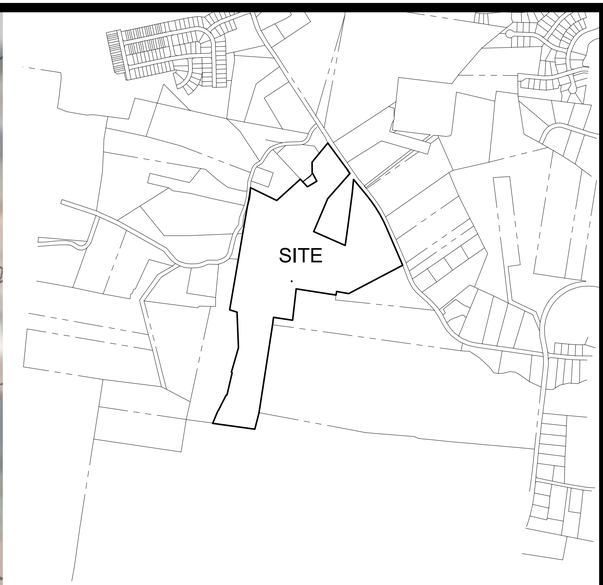
7/14/25
STATE OF TENNESSEE
MATTHEW S. GAMBLE
REGISTERED
AGRICULTURE
COMMERCE
TENNESSEE NO. 3437
LANDSCAPE ARCHITECT

Revision Date
⚠ JULY 14, 2025
△
△
△

CONCEPTUAL MASTER PLAN

SHEET
C2.1





CONTEXT MAP NTS

KEY

- 55' LOTS
- 50' LOTS
- 45' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE

⚠1 0.31 AC OF ADJACENT PROPERTY (MAP 054, PARCEL 057.00) ADDED TO BRILEY DOWNS SUBDIVISION. 5 ADDITIONAL LOTS ADDED TO OVERALL DEVELOPMENT.

⚠1 REVISED SITE DATA CHART

SITE DATA

SITE ACREAGE:		67.99 AC
DENSITY (UNITS/AC):		3.19 DUA
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	81
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	43
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	91
EXISTING HOMES TO REMAIN		2
TOTAL SINGLE FAMILY HOMES		217
OPEN SPACE		(+/- AC)
REQUIRED:		10.20 AC (15%)
PROVIDED:		15.45 AC (22.72%)
IMPROVED OPEN SPACE REQUIRED:		3.06 AC (30% OF REQUIRED)
IMPROVED OPEN SPACE PROVIDED:		4.05 AC (39.7% OF REQUIRED)

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

Smyrna, Rutherford County, Tennessee

STATE OF TENNESSEE
MATTHEW S. BLAIR
AGRICULTURE
COMMERCE
TENNESSEE NO. 3418
LANDSCAPE ARCHITECT
7/14/25

Revision Date
⚠1 JULY 14, 2025
⚠
⚠
⚠

CONCEPTUAL MASTER PLAN

SHEET
C2.2

MATCH LINE / C2.2
MATCH LINE / C2.3

RM
ZONING
(COUNTY)

BRILEY ROAD

SMYRNA CITY LIMITS

EXISTING HOUSE TO REMAIN

O.S. #11
0.34 AC.

SECTION 1, PHASE 1
SECTION 1, PHASE 4
SECTION 1, PHASE 4
SECTION 1, PHASE 3
SECTION 1, PHASE 4
SECTION 1, PHASE 3
SECTION 1, PHASE 3
SECTION 2
SECTION 2
SECTION 3

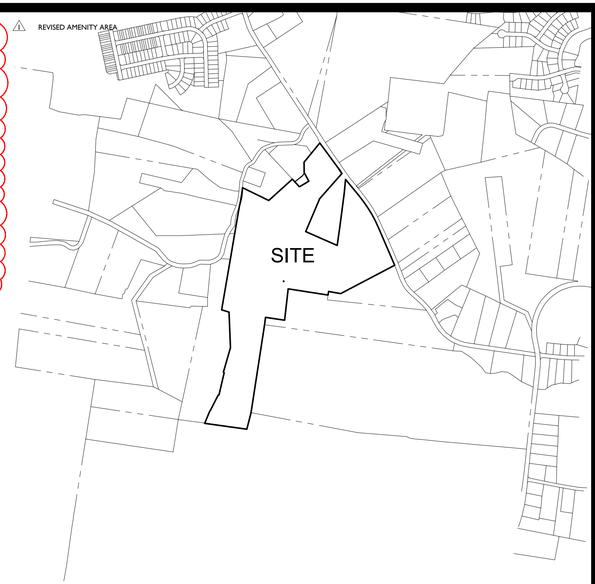
RM
ZONING
(COUNTY)

PRD
ZONING

MATCH LINE / C2.3
MATCH LINE / C2.4

MATCH LINE / C2.3
MATCH LINE / C2.5

REVISED AMENITY AREA



CONTEXT MAP NTS

KEY

- 55' LOTS
- 50' LOTS
- 45' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE

REVISED SITE DATA CHART

SITE DATA

SITE ACREAGE:		67.99 AC
DENSITY (UNITS/AC):		3.19 DUA
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	81
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	43
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	91
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TOTAL SINGLE FAMILY HOMES		217
OPEN SPACE		(+/- AC)
REQUIRED:		10.20 AC (15%)
PROVIDED:		15.45 AC (22.72%)
IMPROVED OPEN SPACE REQUIRED:		3.06 AC (30% OF REQUIRED)
IMPROVED OPEN SPACE PROVIDED:		4.05 AC (39.7% OF REQUIRED)

0 50 100 150

N

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

Revision Date
1 JULY 14, 2025

CONCEPTUAL MASTER PLAN

SHEET
C2.3



REVISED SITE DATA CHART

KEY

- 55' LOTS
- 50' LOTS
- 45' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE

SITE DATA

SITE ACREAGE:		67.99 AC
DENSITY (UNITS/AC):		3.19 DUA
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	81
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	43
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	91
EXISTING HOMES TO REMAIN		2
TOTAL SINGLE FAMILY HOMES		217
OPEN SPACE		(+/- AC)
REQUIRED:		10.20 AC (15%)
PROVIDED:		15.45 AC (22.72%)
IMPROVED OPEN SPACE REQUIRED:		3.06 AC (30% OF REQUIRED)
IMPROVED OPEN SPACE PROVIDED:		4.05 AC (39.7% OF REQUIRED)

CONTEXT MAP NTS

0 50 100 150

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1

Smyrna, Rutherford County, Tennessee

TENNESSEE AGRICULTURE COMMERCE LANDSCAPE ARCHITECT NO. 1413 — 7/14/25

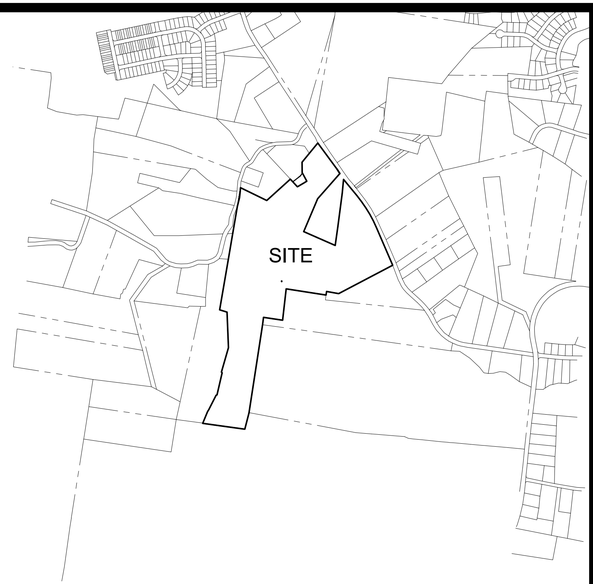
Revision Date

⚠ JULY 14, 2025

CONCEPTUAL MASTER PLAN

SHEET C2.4





CONTEXT MAP NTS

KEY

- 55' LOTS
- 50' LOTS
- 45' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE

⚠ REVISED SITE DATA CHART

SITE DATA

SITE ACREAGE:		67.99 AC
DENSITY (UNITS/AC):		3.19 DUA
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	81
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	43
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	91
EXISTING HOMES TO REMAIN		2
TOTAL SINGLE FAMILY HOMES		217
OPEN SPACE		(+/- AC)
REQUIRED:		10.20 AC (15%)
PROVIDED:		15.45 AC (22.72%)
IMPROVED OPEN SPACE REQUIRED:		3.06 AC (30% OF REQUIRED)
IMPROVED OPEN SPACE PROVIDED:		4.05 AC (39.7% OF REQUIRED)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

TENNESSEE STATE OF AGRICULTURE COMMERCE TENNESSEE NO. 1413 LANDSCAPE ARCHITECT
7/14/25

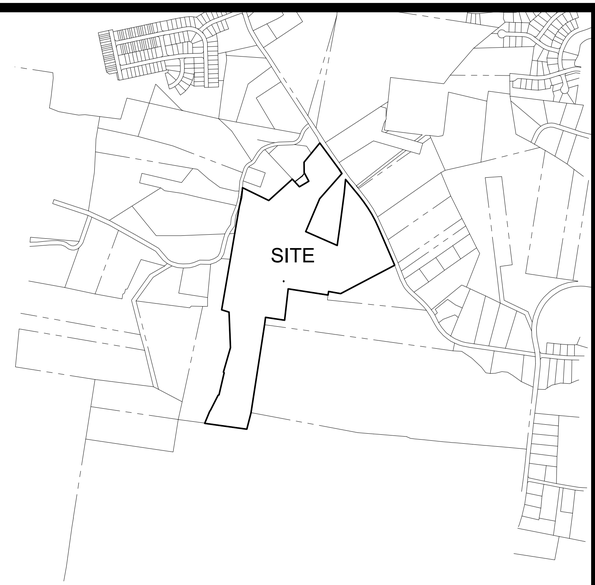
Revision Date
⚠ JULY 14, 2025

CONCEPTUAL MASTER PLAN

SHEET
C2.5



⚠ REVISED LAYOUT



CONTEXT MAP NTS

KEY

- 55' LOTS
- 50' LOTS
- 45' LOTS
- PROVIDED OPEN SPACE
- IMPROVED OPEN SPACE

⚠ REVISED SITE DATA CHART

SITE DATA

SITE ACREAGE:		67.99 AC
DENSITY (UNITS/AC):		3.19 DUA
RESIDENTIAL UNITS:		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	81
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	43
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	91
EXISTING HOMES TO REMAIN		2
TOTAL SINGLE FAMILY HOMES		217
OPEN SPACE		(+/- AC)
REQUIRED:		10.20 AC (15%)
PROVIDED:		15.45 AC (22.72%)
IMPROVED OPEN SPACE REQUIRED:		3.06 AC (30% OF REQUIRED)
IMPROVED OPEN SPACE PROVIDED:		4.05 AC (39.7% OF REQUIRED)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

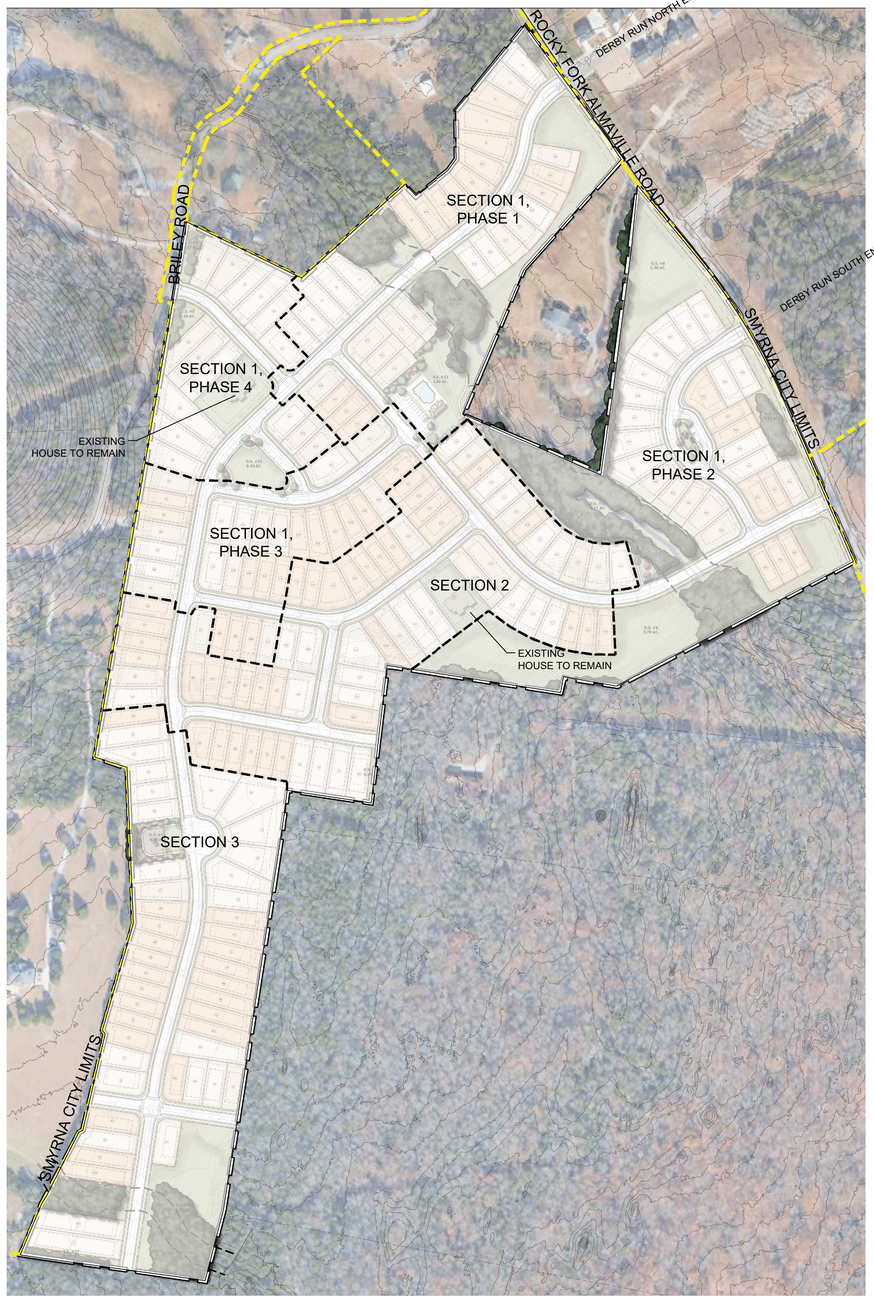
BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

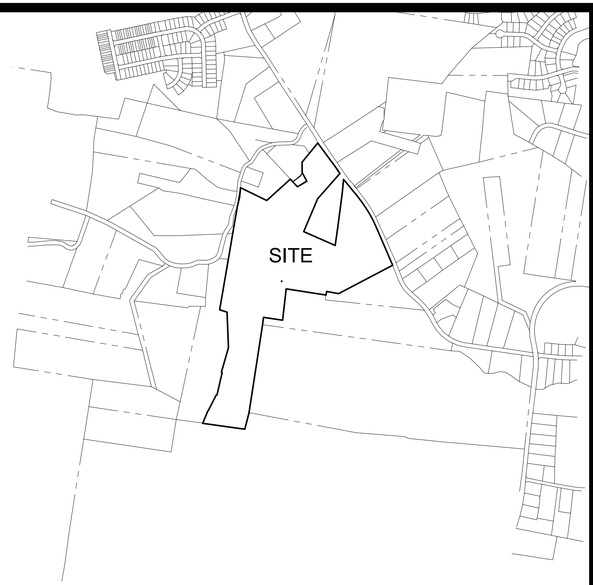
STATE OF TENNESSEE DEPARTMENT OF AGRICULTURE COMMERCE NO. 1417 TENNESSEE NO. 3461 LANDSCAPE ARCHITECT
7/14/25

Revision Date
⚠ JULY 14, 2025
△
△
△

CONCEPTUAL MASTER PLAN
SHEET
C2.6

⚠ REVISED PHASING PLAN





CONTEXT MAP NTS

⚠ REVISED PHASING CHART

PHASING CHART

SECTION 1, PHASE 1		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	9
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	10
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	14
TOTAL		33

SECTION 1, PHASE 2		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	13
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	6
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	8
TOTAL		27

SECTION 1, PHASE 3		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	6
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	9
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	14
TOTAL		29

SECTION 1, PHASE 4		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	9
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	6
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	0
EXISTING HOME TO REMAIN		1
TOTAL		16

SECTION 2		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	22
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	10
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	34
EXISTING HOME TO REMAIN		1
TOTAL		67

SECTION 3		QTY
SINGLE FAMILY DETACHED	55' MIN. LOT WIDTH	22
SINGLE FAMILY DETACHED	50' MIN. LOT WIDTH	2
SINGLE FAMILY DETACHED	45' MIN. LOT WIDTH	21
TOTAL		45

NOTE: PHASING PLAN IS CONCEPTUAL AT THIS TIME AND SUBJECT TO CHANGE AS MORE DETAILED SITE INFORMATION IS GATHERED.

0 200 400 600

N

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

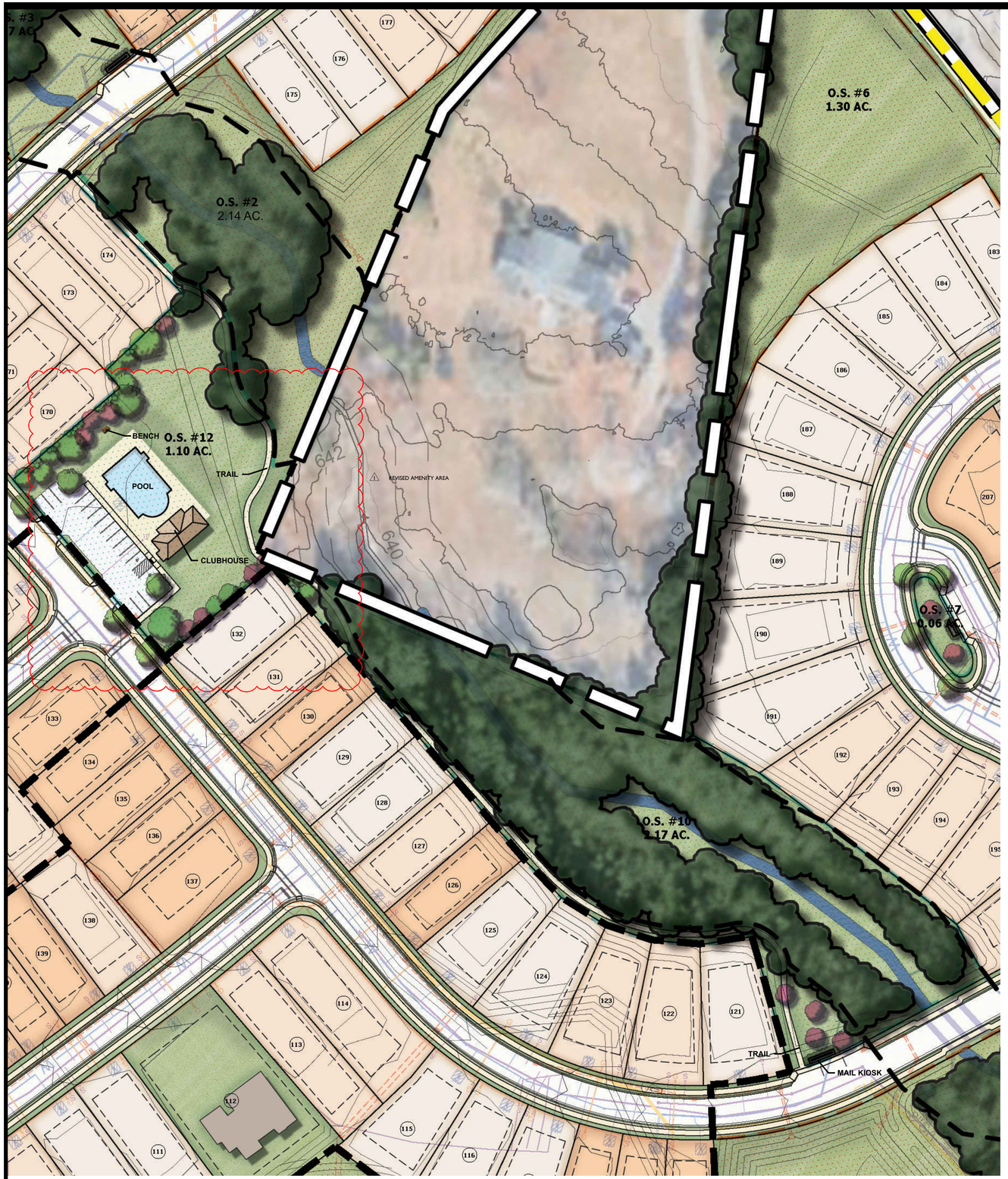
BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee



Revision Date
⚠ JULY 14, 2025
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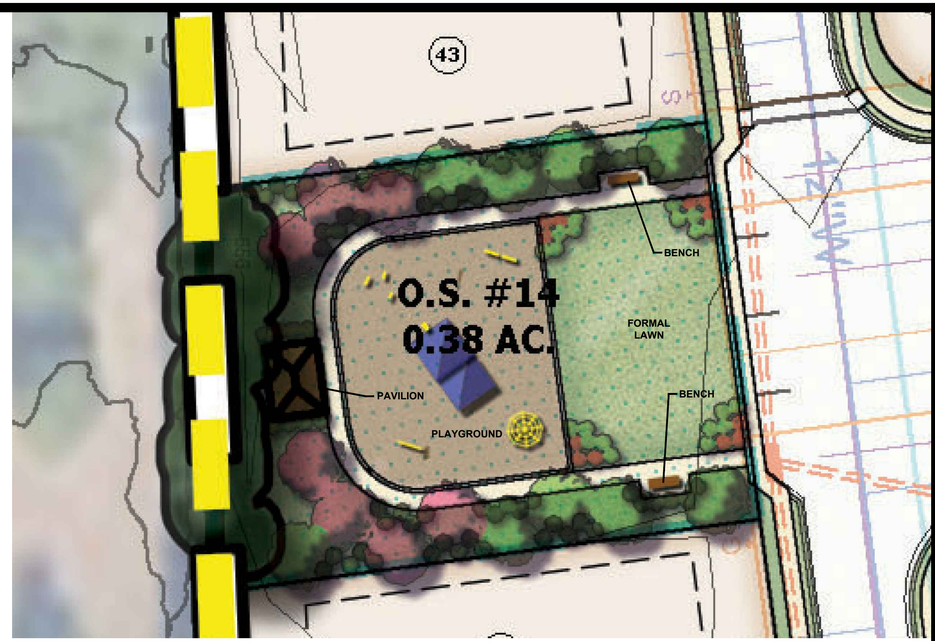
PHASING PLAN

SHEET
C3.0



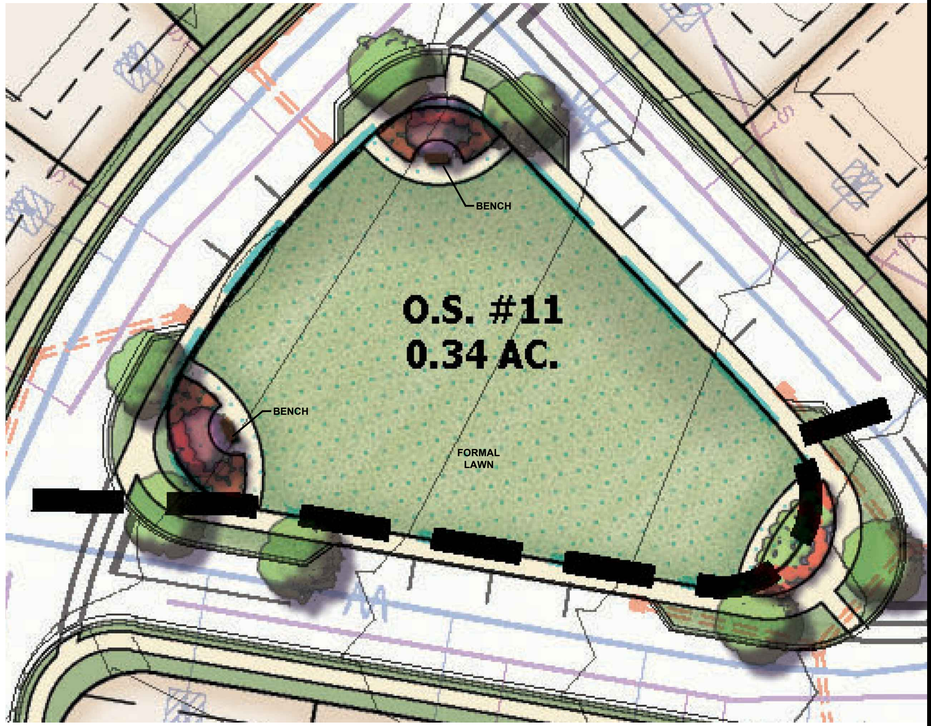
1 C4.0 OPEN SPACE 10 AND 12

0 50 100 150 N



2 C4.0 OPEN SPACE 14

0 20 40 80 N



3 C4.0 OPEN SPACE 11

0 20 40 80 N

NOTE: ALL AMENITY AND OPEN SPACE AREAS ARE TO BE MANAGED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE HOA SHALL CONTRACT A THIRD PARTY MANAGEMENT COMPANY TO MAINTAIN OPEN SPACE.

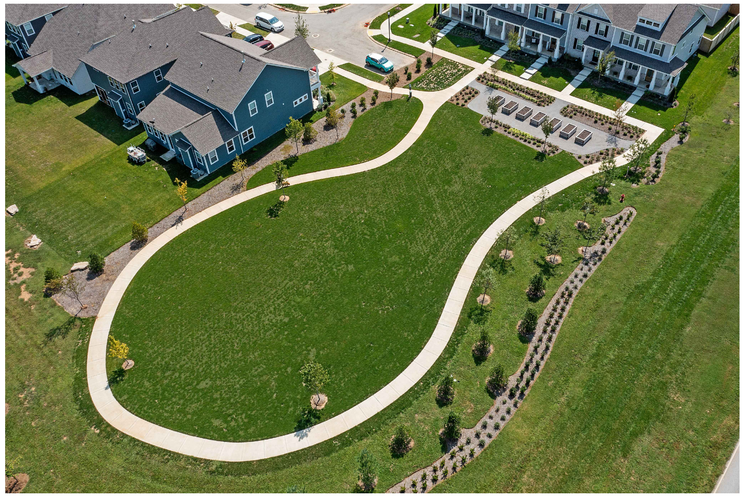
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

Revision Date
1 JULY 14, 2025

OPEN SPACE PLAN
SHEET
C4.0

COMMUNITY CHARACTER IMAGES



GREEN SPACE



TRAIL



PAVILION



CLUBHOUSE



MAIL KIOSK



PLAYGROUND

⚠ REVISED CHARACTER IMAGES

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

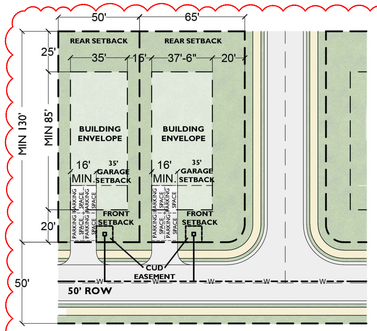
STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
COMMERCE
TENNESSEE NO. 1413
LANDSCAPE ARCHITECT

7/14/25

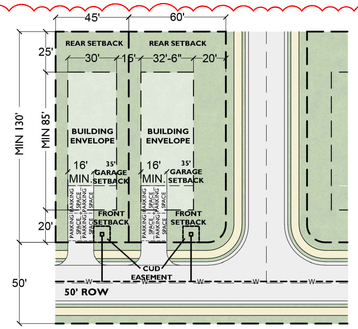
Revision Date
⚠ JULY 14, 2025
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OPEN SPACE CHARACTER

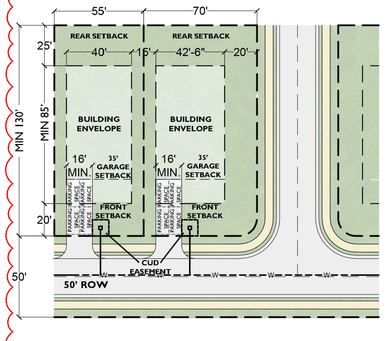
SHEET
C4.1



50' LOT DIAGRAM



45' LOT DIAGRAM



55' LOT DIAGRAM

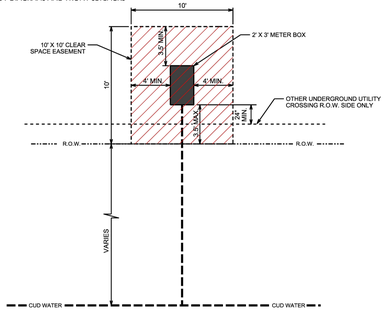
MAXIMUM BUILDING SQUARE FOOTAGE:
3,021 SF HEATED / 3,523 UNDER ROOF

BUILDING SQUARE FOOTAGE RANGE:
2,191 SF UNDER ROOF - 3,523 SF UNDER ROOF

SETBACKS

FRONT FACADE:	20'
FRONT GARAGE:	35'
SIDE:	7.5'
SIDE STREET:	20'
REAR:	25'

⚠ REVISED LOT DIAGRAMS AND FRONT SETBACKS



NOTES:

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

CLEAR SPACE

SINGLE FAMILY RESIDENTIAL
METER CLEAR SPACE REQUIREMENT
N.T.S.

CONTACTS:

BRANDON HUNTER: 615-225-3319
WILLIAM STEELE: 615-225-3313

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

ARCHITECTURAL NOTES:

PRIMARY MATERIALS - A MINIMUM OF 75% SURFACE AREA OF STREET FACING FACADES SHALL BE CLAD IN BRICK, STONE, MANUFACTURED STONE, OR FIBER-CEMENT MATERIALS INCLUDING BOARD AND BATTEN, SHAKE OR LAP SIDING STYLES.

SECONDARY / TRIM MATERIALS - WOOD, COMPOSITE, MEDIUM DENSITY OVERLAY (MDO) PANELS MAY BE USED AS SECONDARY AND TRIM MATERIALS COMPRISING A MAXIMUM OF 25% OF STREET-FACING FACADES.

FOUNDATION MATERIALS - EXPOSED FOUNDATIONIS SHALL BE CONCRETE, PARGED CONCRETE, DECORATIVE CONCRETE BLOCK OR CLAD WITH BRICK, STONE OR MANUFACTURED STONE.

OTHER MATERIALS - MATERIALS NOT SPECIFICALLY ALLOWED AS PRIMARY, SECONDARY OR FOUNDATION MATERIALS ARE NOT ALLOWED TO BE MORE THAN 10% OF THE ENTIRE BUILDING.

NOTE: ALL PROVIDED HOME ELEVATIONS ARE CONCEPTUAL IN NATURE AND NOT MEANT FOR CONSTRUCTION. THESE ELEVATIONS REPRESENT THE MASSING AND CHARACTER OF THE PROPOSED HOMES IN BRILEY DOWNS, BUT DO NOT NECESSARILY INCLUDE ALL MATERIALS LISTED ABOVE. FINAL HOME ELEVATIONS TO BE SUBMITTED AT SITE PLAN STAGE AND TO COMPLY WITH THE TOWN OF SMYRNA'S ARCHITECTURAL STANDARDS LISTED ABOVE.







2 C5.0 TYPICAL ARCHITECTURE

ALL PROVIDED HOME ELEVATIONS ARE CONCEPTUAL IN NATURE AND NOT MEANT FOR CONSTRUCTION. THESE ELEVATIONS REPRESENT THE MASSING AND CHARACTER OF THE PROPOSED HOMES IN BRILEY DOWNS, BUT DO NOT NECESSARILY INCLUDE ALL MATERIALS LISTED ABOVE. FINAL HOME ELEVATIONS TO BE SUBMITTED AT SITE PLAN STAGE AND TO COMPLY WITH THE TOWN OF SMYRNA'S ARCHITECTURAL STANDARDS LISTED ABOVE.

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

BRILEY DOWNS SUBDIVISION
ANNEXATION AND REZONING REQUEST - AMENDMENT 1
Smyrna, Rutherford County, Tennessee

STATE OF TENNESSEE
MATTHEW S. HANCOCK
REGISTERED
DEPARTMENT OF AGRICULTURE
COMMERCE NO. 1437
LANDSCAPE ARCHITECT
7/14/25

Revision Date
⚠ JULY 14, 2025

TYPICAL ARCHITECTURE

SHEET
C5.0

Gamble Design Collaborative – Rezoning R-3 to PRD/PRD Amendment Request

Tax Map 54, Parcel 57.02 and Tax Map 73, Parcels 13.00, 13.01, 13.03, 13.04, and 16.00 owned by Southcoast DFH Nashville, LLC, and Tax Map 54, part of Parcel 57.00, owned by SCollins2 Properties, LLC. All properties requested by Gamble Design Collaborative on behalf of the owners.

Bordered on the west by Tax Map 54, Parcel 57.04, owned by Porfirio Alfaro and Francisca Solis, the remainder of Parcel 57.00, owned by SCollins2 Properties, LLC, Parcel 57.01, owned by Valerie Blanks, Tax Map 73, Parcel 12.00, owned by Herman D. and Virginia W. Tolbert, Parcel 11.01, owned by Lien Choue Ho Jui, Parcel 11.02, owned by William P. and Jena F. Sweeney, and the existing right-of-way of Briley Road; on the south by Tax Map 73, Parcel 18.00, owned by Stars and Stripes 30, LLC; on the east by Parcel 17.00, owned by the First Baptist Church of Smyrna, Tennessee, Parcels 16.01 and 16.02, owned by Delery D. and Teresa Sivils, and the existing right-of-way of Rocky Fork Almaville Road; and on the north by the existing right-of-way of Rocky Fork Almaville Road.

Area requested to be rezoned from R-3 to PRD contains approximately .31 acres and the total of all parcels for the PRD amendment contains approximately 67.99 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.2.
Department: Planning
Date: August 12, 2025

Subject:
Consideration of an Ordinance relative to the rezoning of Tax Map 18, part of Parcel 10.01, from C-2 to PUD, and for the amendment of the existing PUD on Tax Map 18, part of Parcel 10.01 as well as Parcels 10.02, 10.03, 10.04, and 10.05, and Tax Map 28, Parcels 44.29, 44.30, and 44.31, owned and requested by Sewarts Landing LP. The property requested to be rezoned from C-2 to PUD contains approximately 3 acres, and the parcels requested to have the PUD amended contain approximately 37.94 acres for a total of 40.94 acres. Properties are located on Sam Ridley Parkway, West and Motlow College Boulevard.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The properties that are the subject of this request are located in the northeast corner of Sam Ridley Parkway, West and Motlow College Boulevard. The Land Use Plan for this area is the Sam Ridley Corridor character area, which would support a combination of retail uses and services that provide markets for both local and regional customers. The surrounding zoning is C-2 in Town and Ag (Agriculture) in LaVergne.

The existing approved PUD would allow for 280,400 square feet of commercial buildings, 245,500 square feet of office space, 240 hotel rooms, and 75 for sale condominiums. The requested PUD/PUD amendment would add 3 acres in the extreme northwest corner of this parcel which was excluded originally with a note that use would be coordinated with the Town and Motlow State Community College. This portion of the parcel is still zoned C-2, but has been requested to be incorporated into the PUD with this amendment. In addition, the PUD amendment would include the

following:

1. Remove the 75 for sale condominiums and replace them with 268 for rent apartments.
2. The requirement of a minimum of 75% brick, stone, and glass exterior has been requested to be amended to a minimum of 64.31% masonry and glass.
3. The list of primary materials would be amended to add authentic stucco, composite metal panels, prefinished wood, and painted wood, and the list of secondary materials would be amended to add cementuous siding, fabric awnings, architectural metal panels, and smooth faced concrete masonry.

The overall road layout has not changed, but the location, orientation, and uses of some of the buildings have changed.

The Planning Commission reviewed this request and recommended approval 7 for, 0 against, with the following conditions:

1. Provide details for the proposed recreational amenities for the plazas/parks.
2. Provide a signage plan as required by the Sign Ordinance.
3. Nonresidential buildings are required to meet the requirements of Design Review including a minimum of 75% brick/stone/glass for any elevation visible from a public street. Residential and mixed use buildings are required to meet the requirements of Design Review for residential buildings, with the exception that the first floor of any mixed use building is required to meet the requirements for nonresidential buildings.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #25-27
2. Rezoning Application
3. Sewart's Landing_Site Plan & Plat Application 2025_Signed
4. Sewarts Landing C-2 to PUD Rezoning Map
5. Sewarts Landing PUD Amendment Map 1
6. Sewarts Landing PUD Amendment Map 2
7. Sewarts Landing PUD Amendment_25.08.06
8. Vision Book
9. Shared Parking Analysis
10. Property Description

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.2.
Department: Planning
Date: August 12, 2025

Subject:
Consideration of an Ordinance relative to the rezoning of Tax Map 18, part of Parcel 10.01, from C-2 to PUD, and for the amendment of the existing PUD on Tax Map 18, part of Parcel 10.01 as well as Parcels 10.02, 10.03, 10.04, and 10.05, and Tax Map 28, Parcels 44.29, 44.30, and 44.31, owned and requested by Sewarts Landing LP. The property requested to be rezoned from C-2 to PUD contains approximately 3 acres, and the parcels requested to have the PUD amended contain approximately 37.94 acres for a total of 40.94 acres. Properties are located on Sam Ridley Parkway, West and Motlow College Boulevard.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:

Summary:
The properties that are the subject of this request are located in the northeast corner of Sam Ridley Parkway, West and Motlow College Boulevard. The Land Use Plan for this area is the Sam Ridley Corridor character area, which would support a combination of retail uses and services that provide markets for both local and regional customers. The surrounding zoning is C-2 in Town and Ag (Agriculture) in LaVergne.

The existing approved PUD would allow for 280,400 square feet of commercial buildings, 245,500 square feet of office space, 240 hotel rooms, and 75 for sale condominiums. The requested PUD/PUD amendment would add 3 acres in the extreme northwest corner of this parcel which was excluded originally with a note that use would be coordinated with the Town and Motlow State Community College. This portion of the parcel is still zoned C-2, but has been requested to be incorporated into the PUD with this amendment. In addition, the PUD amendment would include the

following:

1. Remove the 75 for sale condominiums and replace them with 268 for rent apartments.
2. The requirement of a minimum of 75% brick, stone, and glass exterior has been requested to be amended to a minimum of 64.31% masonry and glass.
3. The list of primary materials would be amended to add authentic stucco, composite metal panels, prefinished wood, and painted wood, and the list of secondary materials would be amended to add cementuous siding, fabric awnings, architectural metal panels, and smooth faced concrete masonry.

The overall road layout has not changed, but the location, orientation, and uses of some of the buildings have changed.

The Planning Commission reviewed this request and recommended approval 7 for, 0 against, with the following conditions:

1. Provide details for the proposed recreational amenities for the plazas/parks.
2. Provide a signage plan as required by the Sign Ordinance.
3. Nonresidential buildings are required to meet the requirements of Design Review including a minimum of 75% brick/stone/glass for any elevation visible from a public street. Residential and mixed use buildings are required to meet the requirements of Design Review for residential buildings, with the exception that the first floor of any mixed use building is required to meet the requirements for nonresidential buildings.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Ordinance #25-27
2. Rezoning Application
3. Sewart's Landing_Site Plan & Plat Application 2025_Signed
4. Sewarts Landing C-2 to PUD Rezoning Map
5. Sewarts Landing PUD Amendment Map 1
6. Sewarts Landing PUD Amendment Map 2
7. Sewarts Landing PUD Amendment_25.08.06
8. Vision Book
9. Shared Parking Analysis
10. Property Description

TOWN OF SMYRNA, TENNESSEE
ORDINANCE NO. 25-27

AN ORDINANCE relative to the rezoning of property located on Tax Map 18, Parcels 10.01, 10.02, 10.03, 10.04 and 10.05 and Tax Map 28, Parcels 44.29, 44.30 and 44.31, comprising of approximately 43.9 acres, from C-2/PUD to PUD.

WHEREAS, the Planning Commission has recommended this change based on certain conditions and considerations; and

WHEREAS, the change is in agreement with the general plan for the area; and

WHEREAS, it has been determined that the legal purposes for which zoning exists are not breached by this amendment; and

WHEREAS, it has been determined that there will not be an adverse effect upon adjoining property owners and/or any such adverse effect is justified by the overwhelming public good or welfare; and

WHEREAS, it has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMYRNA:

Section 1. That the property located on Tax Map 18, Parcels 10.01, 10.02, 10.03, 10.04 and 10.05 and Tax Map 28, Parcels 44.29, 44.30 and 44.31, comprising of approximately 43.9 acres as shown on Appendix I attached hereto and incorporated herein by reference as if set forth at length verbatim, be, and hereby is rezoned from C-2/PUD to PUD, the public health and welfare of the Town of Smyrna requiring it.

Section 2. This ordinance shall take effect immediately upon its adoption on second and final reading, the public health and welfare of the Town of Smyrna requiring it.

PASSED on first reading by the Town Council the ____ day of _____, 2025.

PASSED on second reading by the Town Council the ____ day of _____, 2025.

.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST:

_____
AMBER HOBBS, Town Clerk

Town of Smyrna

Rezoning Request Application

APPLICANT INFORMATION:		
Name/Company: Sewart's Landings, LP		
Street Address: 3201 Trevor Street, Suite 200		
City: Nashville	State: TN	ZIP: 37209
Email: Victoria@EquitableTN.com	Phone: (615) 424-4350	
CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT		
Name/Company: Equitable Property Company, LLC		
Street Address: 3201 Trevor Street, Suite 200		
City: Nashville	State: TN	ZIP: 37209
Email: Victoria@EquitableTN.com	Phone: (615) 424-4350	
PROPERTY INFORMATION		
Street Address/Intersecting Streets: 2001 Motlow College Blvd & Sam Ridley Pkwy W		
Tax Map: 18	Group:	Parcel: 10.01
Requested Lot Area (Square feet/Acres): 43.897 Acres / 1,912,143 Sq Ft		
Existing Zoning: C-2	**Requested Zoning:** PUD	
*Current Property Owner (See Note Below): Sewart's Landing, LP		
APPLICANT AUTHORIZATION		
Applicant Signature: Victoria Leeds		Date: 7/23/2025
OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- ***If the applicant is not the current property owner, authorization must be provided by the current property owner for the request of rezoning as mandated by State law.***
- Applications are to be submitted no later than 12:00 PM noon on the initial deadline date unless otherwise noted.
- All meetings are held at Smyrna Town Hall - 315 South Lowry Street - at 5:00 PM in the Town Council Chambers.
- All supporting documents must be submitted at the time of application.

2025 SUBMITTAL AND MEETING CALENDAR
See the full calendar on the Town of Smyrna website

APPLICATION DEADLINE	MEETING DATE
DECEMBER 9, 2024	JANUARY 9
JANUARY 13	FEBRUARY 6
FEBRUARY 10	MARCH 6
MARCH 10	APRIL 3
APRIL 7	MAY 1
MAY 12	JUNE 5
JUNE 9	TUESDAY - JULY 1
JULY 14	AUGUST 7
AUGUST 11	SEPTEMBER 4
SEPTEMBER 8	OCTOBER 2
OCTOBER 13	NOVEMBER 6
NOVEMBER 10	DECEMBER 4
DECEMBER 8	JANUARY 8, 2026

MEMBERS

Name	Term Expiration
Charles Scurr	2025
Tim Morrell	2025
Amy Wise	2025
Matthew Carver	2026
Salena Scott	2026
Marc Adkins, Council Member	Term of Office
Steve Sullivan, Council Member	Term of Office

EQUITABLE PROPERTY COMPANY | Custom Real Estate Solutions

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT

Town of Smyrna, Tennessee

Amendment Request to the Approved PUD

Developer:	Equitable Property Company, LLC 3201 Trevor Street, Suite 200 Nashville, TN 37209
Project/PUD Name:	Sewart's Landing
Subject Property:	2050 Motlow College Blvd Smyrna, TN
Parcel:	018-010.00-000
Original PUD Approval:	May 2023

Purpose of Amendment:

This amendment request is submitted to revise the previously approved Planned Unit Development (PUD) Master Plan for the subject site. The proposed amendment includes: (1) increasing the number of multifamily residential units from 75 for-sale condominiums to 268 market-rate apartment units to better align with current housing demand and development feasibility; and (2) the approved exterior building material amended from 75% glazing and brick to 64.31% Masonry and Glazing. These changes maintain consistency with the intent and quality of the original PUD.

Amended Development Proposal:

1. **Multifamily Unit Increase**
    - Replace 75 approved for-sale condominium units with 268 market-rate apartment units.
    - No change to total land area or general use type.

- **Material Composition Update**
    - Modify approved exterior building material percentage of 75%:
        - 64.31% Masonry and Glazing

Submitted this 11th day of July, 2025.

DEVELOPER

Equitable Property Company, LLC:

Signature: _____

Name: Land Deleot, President

Town of Smyrna

Site Plan & Plat Review Application

APPLICANT INFORMATION:		
Name/Company: Sewart's Landing		
Street Address: 3201 Trevor Street, Suite 200		
City: Nashville	State: TN	ZIP: 37209
Email: Victoria@EquitableTN.com	Phone: 615.424.4350	

CONTRACTOR/DEVELOPER INFORMATION: CHECK BOX IF SAME AS APPLICANT ☑		
Name/Company:		
Street Address:		
City:	State:	ZIP:
Email:	Phone:	

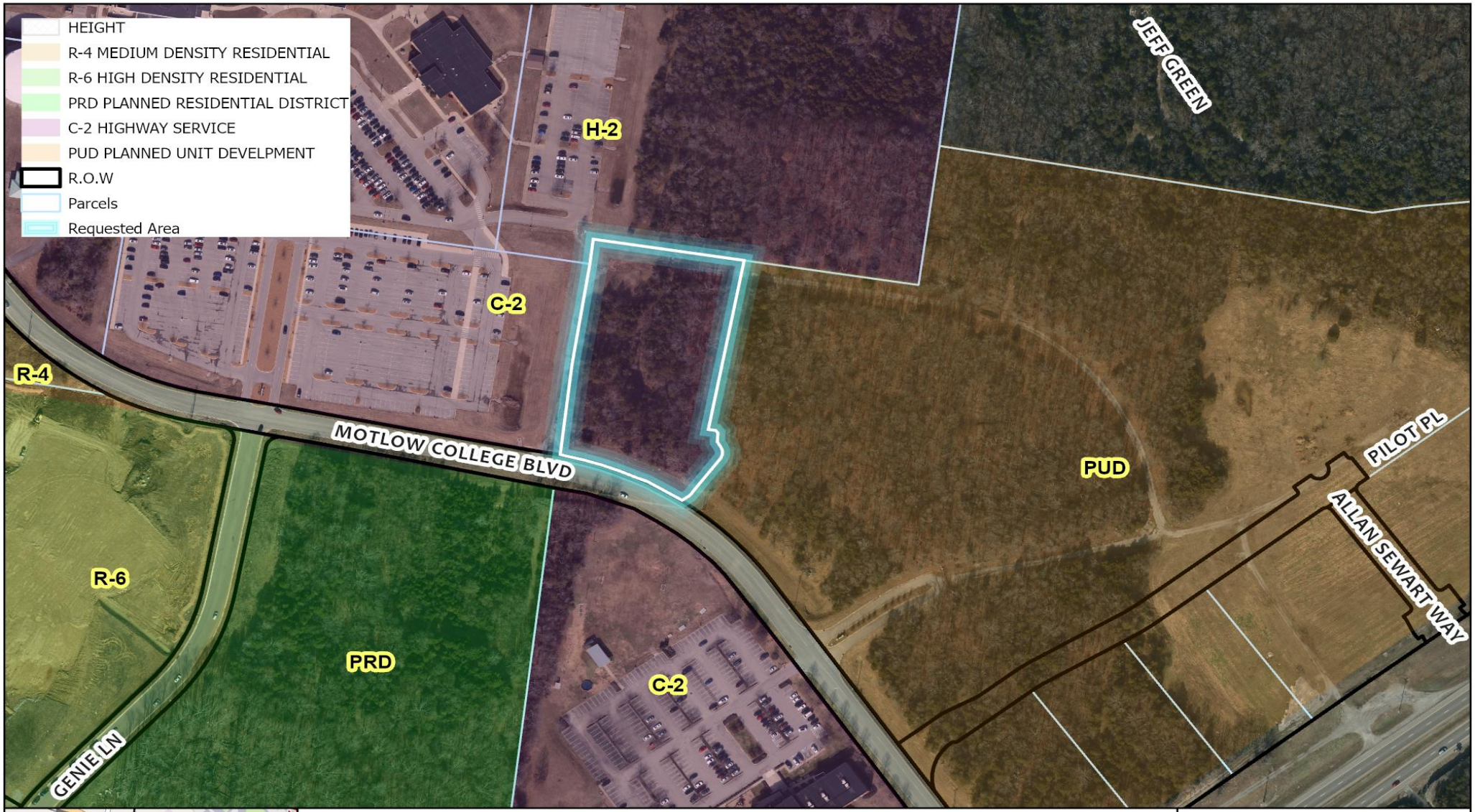
REQUEST INFORMATION		
Project Name: Sewart's Landing		
Street Address/Intersecting Streets: 2001 Motlow College Blvd & Sam Ridley Pkwy West		
Tax Map: 18	Group:	Parcel: 10
Requested Lot Area (Square feet/Acres):	Lots:	Units: 268 Multi-Family Units
Zoning: CS	Building Square Footage:	

SUBMITTAL TYPE & REVIEW FEE	
Sketch Plat: $150 ☐	Concept Plan: $150 ☐
Preliminary Plat: $400 + $75/Lot ☐	Site Plan: $500 ☐
Final Plat: $200 + $50/Lot ☐	Site Plan Renewal/Extension: $200 ☐

APPLICANT AUTHORIZATION	
Applicant Signature:	Date: 7.11.2025

OFFICE USE ONLY		
Staff Initials:	Review Fee:	Date:

- By signing above, the developer acknowledges that it is their responsibility to ensure that submittals comply with all Town of Smyrna development requirements. If plans, as submitted for second staff review, do not comply with all Town of Smyrna development requirements and adequately addresses staff's comments, then the application will be removed from the Planning Commission agenda.
- Construction drawings must be submitted at the same time as the preliminary plat for the preliminary plat to be included on the Planning Commission agenda.



C-2 to PUD Zoning Request

Tax Map: 18 | P/O Parcel: 10.01 | Acres: +/- 3.00

Requested by: Equitable Property Company, LLC on behalf of Sewarts Landing Partners LP

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

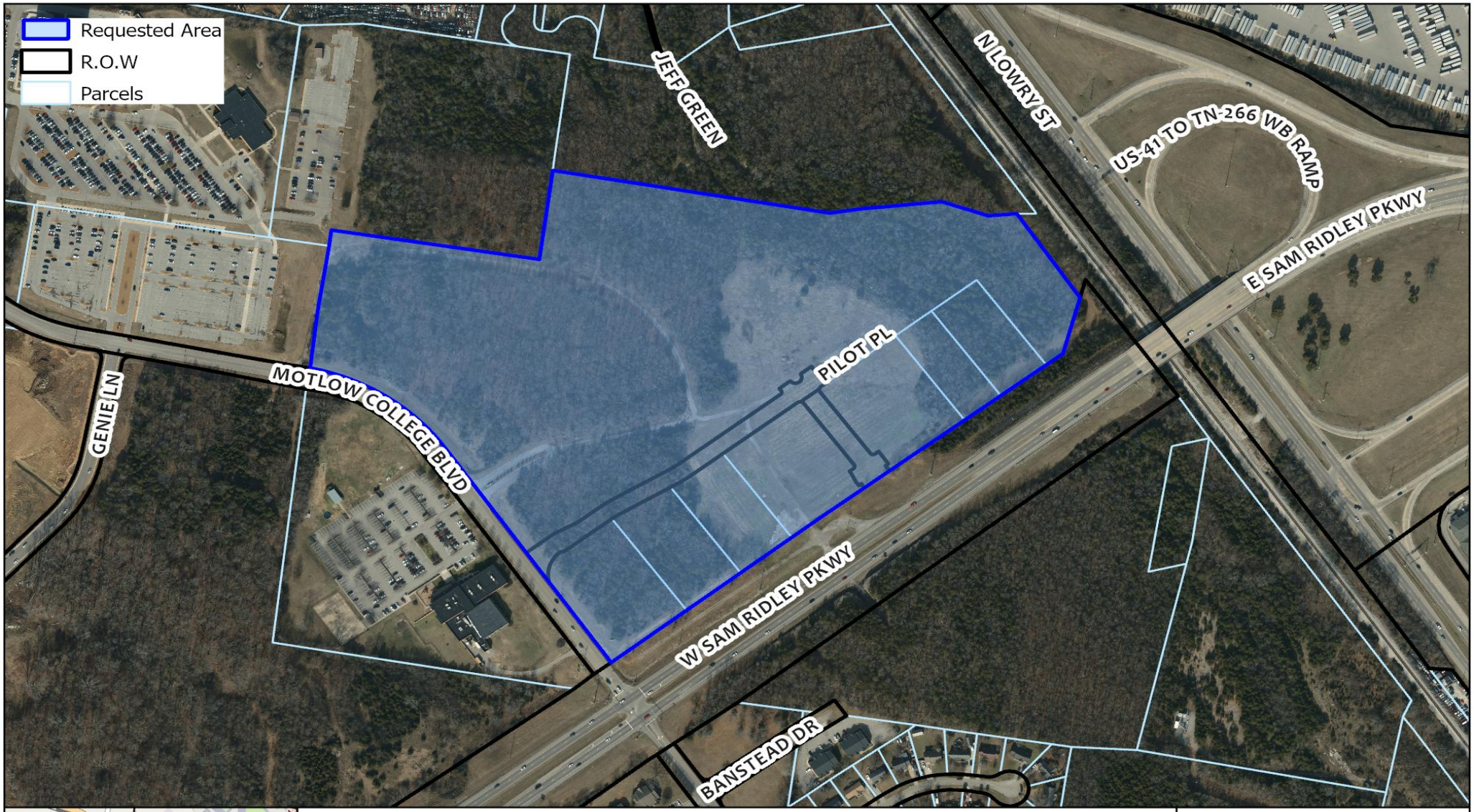
August 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

N

0 0.03 0.07 Mi

0 0.05 0.1 Km





PUD Zoning Amendment Request

Tax Map: 28 | Parcels: 44.29, 44.30, 44.31 Acres: +/- 40.94

Tax Map: 18 | Parcels: 10.01, 10.02, 10.03, 10.04, 10.05

Requested by: Equitable Property Company, LLC on behalf of Sewarts Landing Partners LP

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

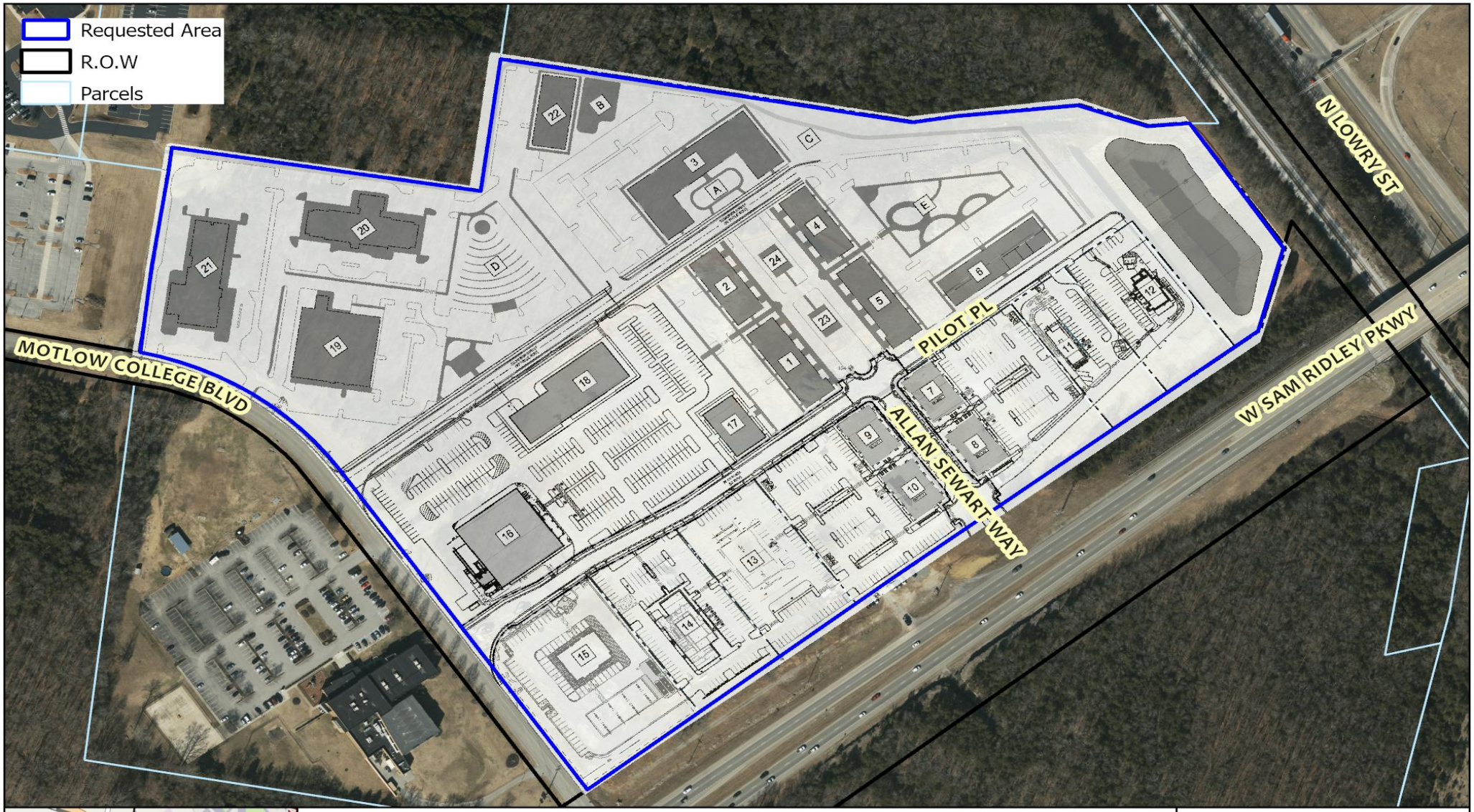
August 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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0 0.05 0.1 Mi

0 0.07 0.15 Km





PUD Zoning Amendment Request

Tax Map: 28 | Parcels: 44.29, 44.30, 44.31 Acres: +/- 40.94

Tax Map: 18 | Parcels: 10.01, 10.02, 10.03, 10.04, 10.05

Requested by: Equitable Property Company, LLC on behalf of Sewarts Landing Partners LP

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

August 2025

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

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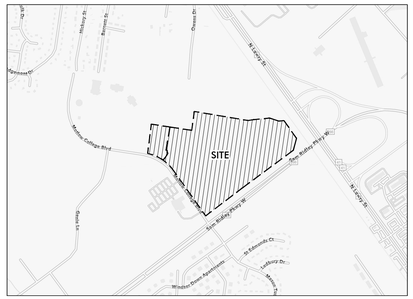
0 0.04 0.07 Mi

0 0.05 0.1 Km

SEWART'S LANDING

PUD SUBMITTAL

2001 MOTLOW COLLEGE BLVD
SMYRNA, RUTHERFORD COUNTY,TN
PARCEL ID 018-010.00-000



SITE VICINITY MAP (NTS)

OWNER/DEVELOPER

SEWART'S LANDING

EQUITABLE PROPERTY COMPANY | Custom Real Estate Solutions

Equitable Property Company, LLC
3201 Trevor Street
Suite 200
Nashville, TN 37209
Contact: Land Deleot
615.403.1144
land@equitabletn.com

LANDSCAPE ARCHITECT / APPLICANT

KV+D KISER VOGRIN DESIGN

Kiser+Vogrin Design
5005 Meridian Blvd
Suite 100
Franklin, TN 37067
Contact: Gary M. Vogrin
615.708.0567
gary@kiservogrin.com

CIVIL ENGINEER

FULMER LUCAS

Fulmer Lucas
2002 Richard Jones Road
Suite B200
Nashville, Tennessee 37215
Contact: Jay Fulmer
615.345.3771
jay@fulmerlucas.com

TRAFFIC ENGINEER

BURCH TRANSPORTATION

Burch Transportation, LLC
1114 17th Ave S
Suite 103
Nashville, TN 37212
Contact: Amy Burch
615.258.8551
amyburch@burchtransportation.com

ARCHITECT

LOWEN+ASSOCIATES, LLC

Lowen+Associates, Llc
2700 Belmont Blvd Ste A
Nashville, TN 37212
Contact: James Lowen
615.386.3357
jim@lowen-associates.com

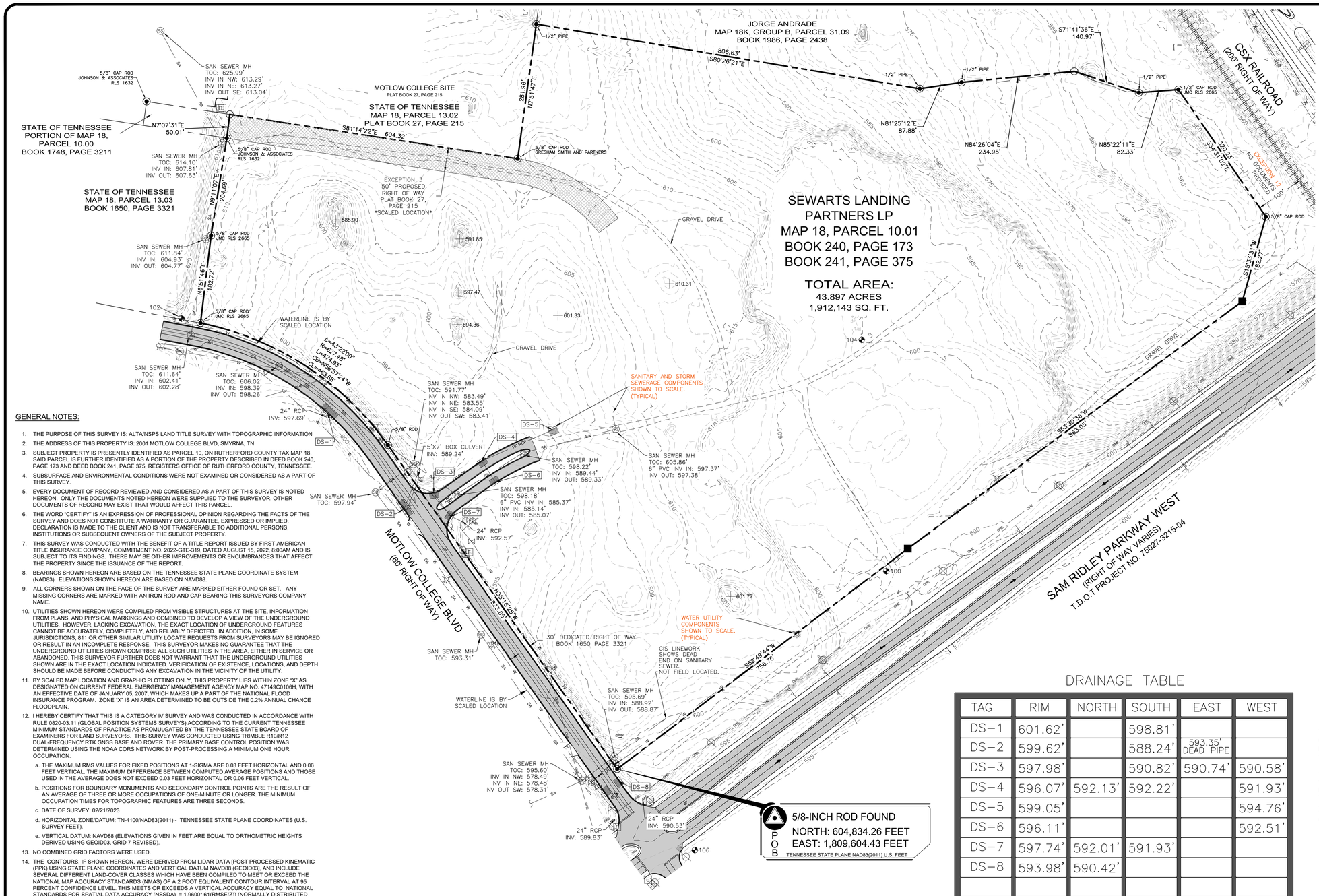
SHEET INDEX:		PUD Submittal	PUD Resubmittal	PUD Resubmittal 2	PUD Amendment	PUD Amendment Resubmittal	PUD Amendment Resubmittal 2
L0.0	COVER SHEET	03-20-2023	03-28-2023	04-05-2023	7/11/2023	7/23/2025	8/06/2025
L1.0	EXISTING CONDITIONS	03-20-2023	03-28-2023	04-05-2023	7/11/2023	7/23/2025	8/06/2025
L2.0	DEVELOPMENT PLAN	03-20-2023	03-28-2023	04-05-2023	7/11/2023	7/23/2025	8/06/2025
C1.0	SITE PHASING PLAN	03-20-2023	03-28-2023	04-05-2023	7/11/2023	7/23/2025	8/06/2025
C2.0	SCHEMATIC UTILITY PLAN	03-20-2023	03-28-2023	04-05-2023	7/11/2023	7/23/2025	8/06/2025
C3.0	FIRE CODE COMPLIANCE PLAN	03-20-2023	03-28-2023	04-05-2023	7/11/2023	7/23/2025	8/06/2025

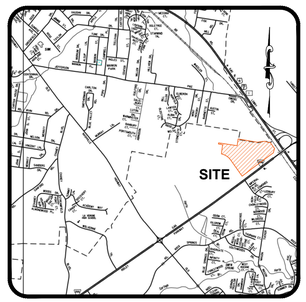
KVD PROJECT# : 22088

Sheet #:

L0.0

DATE: 04-05-2023





VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. THE PURPOSE OF THIS SURVEY IS: ALTA/NSPS LAND TITLE SURVEY WITH TOPOGRAPHIC INFORMATION
2. THE ADDRESS OF THIS PROPERTY IS: 2001 MOTLOW COLLEGE BLVD, SMYRNA, TN
3. SUBJECT PROPERTY IS PRESENTLY IDENTIFIED AS PARCEL 10, ON RUTHERFORD COUNTY TAX MAP 18. SAID PARCEL IS FURTHER IDENTIFIED AS A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 240, PAGE 173 AND DEED BOOK 241, PAGE 375, REGISTERS OFFICE OF RUTHERFORD COUNTY, TENNESSEE.
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
5. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. OTHER DOCUMENTS OF RECORD MAY EXIST THAT WOULD AFFECT THIS PARCEL.
6. THE WORD "CERTIFY" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE CLIENT AND IS NOT TRANSFERABLE TO ADDITIONAL PERSONS, INSTITUTIONS OR SUBSEQUENT OWNERS OF THE SUBJECT PROPERTY.
7. THIS SURVEY WAS CONDUCTED WITH THE BENEFIT OF A TITLE REPORT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 2022-GTE-319, DATED AUGUST 15, 2022, 8:00AM AND IS SUBJECT TO ITS FINDINGS. THERE MAY BE OTHER IMPROVEMENTS OR ENCUMBRANCES THAT AFFECT THE PROPERTY SINCE THE ISSUANCE OF THE REPORT.
8. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83). ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88.
9. ALL CORNERS SHOWN ON THE FACE OF THE SURVEY ARE MARKED EITHER FOUND OR SET. ANY MISSING CORNERS ARE MARKED WITH AN IRON ROD AND CAP BEARING THIS SURVEYORS COMPANY NAME.
10. UTILITIES SHOWN HEREON WERE COMPILED FROM VISIBLE STRUCTURES AT THE SITE, INFORMATION FROM PLANS, AND PHYSICAL MARKINGS AND COMBINED TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THIS SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. VERIFICATION OF EXISTENCE, LOCATIONS, AND DEPTH SHOULD BE MADE BEFORE CONDUCTING ANY EXCAVATION IN THE VICINITY OF THE UTILITY.
11. BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47149C0106H, WITH AN EFFECTIVE DATE OF JANUARY 05, 2007, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
12. I HEREBY CERTIFY THAT THIS IS A CATEGORY IV SURVEY AND WAS CONDUCTED IN ACCORDANCE WITH RULE 0820-03.11 (GLOBAL POSITION SYSTEMS SURVEYS) ACCORDING TO THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. THIS SURVEY WAS CONDUCTED USING TRIMBLE R10/R12 DUAL-FREQUENCY RTK GNSS BASE AND ROVER. THE PRIMARY BASE CONTROL POSITION WAS DETERMINED USING THE NOAA CORS NETWORK BY POST-PROCESSING A MINIMUM ONE HOUR OCCUPATION.
    a. THE MAXIMUM RMS VALUES FOR FIXED POSITIONS AT 1-SIGMA ARE 0.03 FEET HORIZONTAL AND 0.06 FEET VERTICAL. THE MAXIMUM DIFFERENCE BETWEEN COMPUTED AVERAGE POSITIONS AND THOSE USED IN THE AVERAGE DOES NOT EXCEED 0.03 FEET HORIZONTAL OR 0.06 FEET VERTICAL.
    b. POSITIONS FOR BOUNDARY MONUMENTS AND SECONDARY CONTROL POINTS ARE THE RESULT OF AN AVERAGE OF THREE OR MORE OCCUPATIONS OF ONE-MINUTE OR LONGER. THE MINIMUM OCCUPATION TIMES FOR TOPOGRAPHIC FEATURES ARE THREE SECONDS.
    c. DATE OF SURVEY: 02/21/2023
    d. HORIZONTAL ZONE/DATUM: TN-4100/NAD83(2011) - TENNESSEE STATE PLANE COORDINATES (U.S. SURVEY FEET).
    e. VERTICAL DATUM: NAVD88 (ELEVATIONS GIVEN IN FEET ARE EQUAL TO ORTHOMETRIC HEIGHTS DERIVED USING GEOID03, GRID 7 REVISED).
13. NO COMBINED GRID FACTORS WERE USED.
14. THE CONTOURS, IF SHOWN HEREON, WERE DERIVED FROM LIDAR DATA [POST PROCESSED KINEMATIC (PPK) USING STATE PLANE COORDINATES AND VERTICAL DATUM NAVD88 (GEOID03], AND INCLUDE SEVERAL DIFFERENT LAND-COVER CLASSES WHICH HAVE BEEN COMPILED TO MEET OR EXCEED THE NATIONAL MAP ACCURACY STANDARDS (NMAS) OF A 2 FOOT EQUIVALENT CONTOUR INTERVAL AT 95 PERCENT CONFIDENCE LEVEL. THIS MEETS OR EXCEEDS A VERTICAL ACCURACY EQUAL TO NATIONAL STANDARDS FOR SPATIAL DATA ACCURACY (NSSDA) = 1.9600*.61(RMSE(Z)) (NORMALLY DISTRIBUTED ERROR) = 1.19 FT, AS SET FORTH BY THE AMERICAN SOCIETY FOR PHOTOGRAMMETRY AND REMOTE SENSING (ASPRS) VERSION 1.0. RANDOM SHOTS TAKEN ACROSS THE SITE YIELD AN ACTUAL VERTICAL ACCURACY OF +/- 0.12 FT.
15. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING AT THE TIME OF SURVEY.
16. THERE ARE NO KNOWN CHANGES TO THE STREET ROW AT THE TIME OF SURVEY.
17. THIS IS A VACANT TRACT OF LAND.

SCHEDULE B-II EXCEPTIONS:

1. TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. NOT A PLOTTABLE SURVEY MATTER.
2. ANY FACTS, RIGHTS, INTEREST OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND. NONE OBSERVED.
3. EASEMENTS, LIENS OR ENCUMBRANCES OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS. ALL OBSERVED ARE SHOWN.
4. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. NONE OBSERVED.
5. ANY LIEN OR RIGHTS TO A LIEN, FOR LABOR, SERVICES OR MATERIALS IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. NOT A PLOTTABLE SURVEY MATTER.
6. ANY CLAIMS TO (A) OWNERSHIP OF OR RIGHTS TO MINERALS AND SIMILAR SUBSTANCES, INCLUDING BUT NOT LIMITED TO ORES, METALS, COAL, LIGNITE, OIL, GAS, URANIUM, LIMESTONE, CLAY, ROCK, SAND, AND GRAVEL LOCATED IN, ON, OR UNDER THE LAND OR PRODUCED FROM THE LAND, WHETHER SUCH OWNERSHIP OR RIGHTS ARISE BY LEASE, GRANT, EXCEPTION, CONVEYANCE, RESERVATION, OR OTHERWISE; AND (B) ANY RIGHTS, PRIVILEGES, IMMUNITIES, RIGHTS OF WAY, AND EASEMENTS ASSOCIATED THEREWITH OR APPURTENANT THERETO, WHETHER OR NOT THE RIGHTS OR RIGHTS EXCEPTED IN (A) OR (B) APPEAR IN THE PUBLIC RECORDS OR ARE SHOWN IN SCHEDULE B. NOT A PLOTTABLE SURVEY MATTER.
7. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE. NOT A PLOTTABLE SURVEY MATTER.
8. LIABILITY AS TO TAXES RESULTING FROM SUPPLEMENTAL, REVISED OR CORRECTION ASSESSMENTS PURSUANT TO THE PROVISIONS OF TENNESSEE CODE ANN _ 67-5-603, ET SEQ. NOT A PLOTTABLE SURVEY MATTER.
9. CITY OF SMYRNA TAXES FOR THE YEAR 2022 AND THEREAFTER, FOR TAX PARCEL IDENTIFICATION NUMBER 018-010.00, NOT YET DUE AND PAYABLE. NOT A PLOTTABLE SURVEY MATTER.
10. DEDICATION OF PERMANENT UTILITY EASEMENT RECORDED IN BOOK 658, PAGE 481. DOES NOT AFFECT SURVEYED PROPERTY.
11. RIGHTS OR CLAIMS OF TENANTS UNDER UNRECORDED LEASES. NONE OBSERVED
12. POSSIBLE RIGHT OF RAILROAD TO INCREASE ITS RIGHT-OF-WAY TO THE FULL EXTENT OF ITS CHARTER. RAILROAD RIGHTS OF WAY ARE CORRECTLY SHOWN TO FULL EXTENT BASED ON RAILROAD PLAN NO.: 075-003-N.T. & SLR.
13. NO COVERAGE IS PROVIDED AS TO THE AMOUNT OF ACREAGE OR SQUARE FOOTAGE OF THE LAND. SURVEYED AREA VALUES ARE CORRECTLY NOTED.

DRAINAGE TABLE

TAG	RIM	NORTH	SOUTH	EAST	WEST
DS-1	601.62'		598.81'		
DS-2	599.62'		588.24'	593.35' DEAD PIPE	
DS-3	597.98'		590.82'	590.74'	590.58'
DS-4	596.07'	592.13'	592.22'		591.93'
DS-5	599.05'				594.76'
DS-6	596.11'				592.51'
DS-7	597.74'	592.01'	591.93'		
DS-8	593.98'	590.42'			

CERTIFICATION OF SURVEY FOR ALTA/NSPS LAND TITLE SURVEYS

TO: (i) TD HOLDINGS LLC, A TENNESSEE LIMITED LIABILITY COMPANY, (II) SILVERTON MORTGAGE, (III) FIRST AMERICAN TITLE INSURANCE COMPANY, (IV) SEWARTS LANDING PARTNERS, L.P., A TENNESSEE LIMITED PARTNERSHIP, AND (V) OLD NATIONAL BANK.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11(OBSERVED), 13, 14, 16, 17, 18, AND 19, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 02/21/2023.

JOEY C. WILSON, II
TN RLS NO. 2089
4/27/23

CONTROL TABLE

100	N 605,244.92	E 1,810,162.82	EL 600.79'	CAP ROD SET
101	N 606,572.04	E 1,808,878.41	EL 616.36'	NAIL SET
102	N 605,769.13	E 1,808,700.76	EL 613.28'	NAIL SET
103	N 606,543.78	E 1,810,897.48	EL 559.36'	CAP ROD SET
104	N 605,725.10	E 1,810,111.78	EL 600.17'	CAP ROD SET
105	N 606,057.31	E 1,811,232.16	EL 561.12'	CAP ROD SET
106	N 604,666.08	E 1,809,765.41	EL 592.29'	CAP ROD SET
107	N 605,680.07	E 1,811,069.53	EL 596.51'	CAP ROD SET

PROJECT CONTROL: TENNESSEE STATE PLANE COORDINATES; NAD83(2011); NAVD88 (GEOID03 GRID 7 REVISED); U.S. SURVEY FEET; NO DATUM ADJUSTMENT.

GRAPHIC SCALE: 1" = 100'

LEGEND

PIPE, ROD, ETC. FOUND (SEE DESC.)		BENCH MARK		ELECTRIC METER-BOX	E	EVERGREEN TREE		UNDERGROUND ELEC	UGE
5/8" CAPPED ROD SET		WATER METER	W	ELECTRIC MH	E	DECIDUOUS TREE		OVERHEAD ELEC	OHE
FENCE POST FOUND		WATER VALVE		LIGHT POLE		HANDICAP PARKING		GAS	GAS
FENCE POST SET		FIRE HYDRANT		UTILITY POLE		SIGN		COMMUNICATIONS	COM
CONC. MON. FOUND		SANITARY SEWER MH		GUY ANCHOR		TURN LANE MARKING		BOUNDARY	
CONC. MON. SET		SANITARY SEWER CO	CO	COMMUNICATION BOX	C	MAIL BOX		CENTERLINE	
PK FOUND		AREA DRAIN		COMMUNICATION MH	C	CEMETERY		FENCE	X
PK SET		CURB INLET		GAS METER	G	SANITARY SEWER	8" SA	WATER FEATURE	
NON MONUMENTED POINT		STORM MH	ST	GAS VALVE		WATER	W	TREE LINE	

NO.	DATE	COMMENT
1	1/16/24	SIGNED & SEALED
2	3/7/24	REMOVED PORTION MISSING FROM TITLE

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
MAP 18 & PARCEL 10
2001 MOTLOW COLLEGE BLVD
RUTHERFORD COUNTY, TENNESSEE
FOR: FULMER LUCAS

DRAWN BY:	MBS
APPVD. BY:	JEC, II
DATE	04/17/2023
PROJ. No.	23-2015
SCALE:	1" = 100'

SHEET No.
1 OF 2

Know what's **below.**
Call before you dig.

Open Space Data		
Open Space Key	Open Space Type	Area (Acres)
A	Plaza	± 1.442
B	Playground	± 1.50
C	Residential Amenity - Walking Trail - Pavilions - Courtyard	± 2.151
D	Amphitheater	± 1.850
E	Park	± 0.682
F	Plaza	± 0.0708
TOTAL		± 7.6958

Building Chart Data					
NUMBER	BUILDING USE	RETAIL COMMERCIAL (Sq.ft.)	OFFICE COMMERCIAL (Sq.ft)	MULTI-FAMILY UNITS	HOTEL (Keys)
1	Level 1 Retail	12,600			
2	Level 1 Retail	10,500			
3					
4	Level 1 Retail	10,500			
5	Level 1 Retail / Level 2 Office	12,600	26,000		
1 - 6	Multi-Family			268	
7	Level 1 Retail / Level 2 Office	8,000	8,000		
8	Level 1 Retail / Level 2 Office	8,000	8,000		
9	Level 1 Retail / Level 2 Office	8,000	8,000		
10	Level 1 Retail / Level 2 Office	8,000	8,000		
11	Level 1 Retail / Restaurant	2,500			
12	Level 1 Restaurant	3,600			
13	Level 1 Retail / Restaurant	5,000			
14	Level 1 Retail / Restaurant	10,000			
15	Level 1 Retail	6,000			
16	1 Grocery	24,000			
17	Level 1 Retail	8,000			
18	3 Story Office / Medical Above	20,000			
19	4 Story Retail / Office / Medical	24,000			
20	Hotel				120
21	Hotel				120
22	3 Story Retail / Office / Medical	10,000			
23	1 Jewel Box Retail	1,500			
24	1 Jewel Box Retail	1,500			
25	*Additional SF on Original PUD owed to developer*	86,100	187,500		
	TOTAL	**280,400**	**245,500**	**268**	**240**

GENERAL NOTES:

1. THE MASTER/VISION PLAN FOR THE SITE REFLECTS AN URBAN DESIGN CONCEPT WHICH INCORPORATES A BROAD SPECTRUM OF BUILDING PRODUCT THAT ARE IN CLOSE PHYSICAL PROXIMITY AND COMPLEMENT EACH OTHER. A SPECIFIC GOAL OF THE MASTER PLAN/VISIONING PLAN WAS TO HIGHLIGHT PEDESTRIAN ACCESS OF THE SITE AND OVERALL COMMUNITY WALKABILITY, INCLUDING PROVIDING OPPORTUNITIES FOR ORGANIZED PEDESTRIAN NETWORK, COMMON OPEN SPACES/STREETSCAPES AND TRAIL CONNECTIVITY. THE MASTER PLAN HAS BEEN DESIGNED TO BE FLEXIBLE PROVIDING OPPORTUNITIES FOR MULTIPLE USES WITHIN AN ORGANIZED STREET NETWORK WHICH SHOULD SERVE AS A VISION TO GUIDE DEVELOPMENT OF THE SITE. BEYOND THIS PROJECT, THE DEVELOPMENT OF DETAILED DESIGN GUIDELINES SHOULD BE A NEXT STEP TO ENSURE THE OVERALL VISION IS IMPLEMENTED. THE PEDESTRIAN FRIENDLY DEVELOPMENT SHALL DELIVER A CURATED ENVIRONMENT OF AN ECLECTIC MIX OF LOCAL AND NATIONAL TENANTS TO THE CITIZENS OF SMYRNA. THE PLACE WILL BECOME A COMMUNITY HUB FOR WORKING, SHOPPING, LIVING, AND ENTERTAINMENT THAT WILL RIVAL ANY MIXED-USE MASTER PLANS IN THE COUNTRY.
2. THE DEVELOPER REQUESTS THAT THE BUILDING AND PARKING ARRANGEMENTS SHALL HAVE FLEXIBILITY AS MARKET DEMANDS AS IT RELATES TO THE FUTURE LOCATIONS AND CONFIGURATIONS AS LONG AS THE OVERALL PROPOSED BUILDING SQUARE FOOTAGE IS NOT EXCEEDED. BUILDING USES MAY ALLOW FOR THE FLEXIBILITY OF RETAIL ON THE GROUND FLOOR AND OFFICE ABOVE AS LONG AS THE OVERALL PROPOSED BUILDING SQUARE FOOTAGE IS NOT EXCEEDED.
3. THE PROPOSED MEANS OF ASSURING THE CONTINUED MAINTENANCE OF THE COMMON OPEN SPACES AND OTHER COMMON ELEMENTS SHALL BE BY THE COMMERCIAL AND RESIDENTIAL HOMEOWNERS ASSOCIATIONS THAT WILL BE CREATED FOR THE DEVELOPMENT.
4. PROPOSED BUILDING MATERIALS SHALL MEET THE TOWN OF SMYRNA DESIGN REVIEW GUIDELINES. SEE ATTACHED VISION BOOK FOR ADDITIONAL PRECEDENT IMAGERY AND ANTICIPATED BUILDING MATERIALS.
5. SEE ATTACHED VISION BOOK FOR THE DESIGN INSPIRATION OF THE PROPOSED DEVELOPMENT PLAN AS IT RELATES TO BUILDING SCALE/MASS AS WELL AS PRECEDENT IMAGES FOR THE PROPOSED COMMON OPEN SPACE AREAS THAT PROMOTE PEDESTRIAN GATHERINGS, WALKABILITY AND STREETSCAPES.
6. ALL SIGNAGE TO MEET TOWN OF SMYRNA SIGNAGE CODE REQUIREMENTS. POLE SIGNS ARE PROHIBITED WITHIN THE DEVELOPMENT. SIGNAGE IS CONCEPTUAL IN NATURE. FINAL DESIGN TO BE COORDINATED WITH TOWN OF SMYRNA AT FUTURE SITE PLAN SUBMITTALS. SEE ATTACHED VISION BOOK FOR EXAMPLE PROJECT SIGANGE ELEVATIONS.

SAM RIDLEY PARKWAY WEST
(RIGHT OF WAY VARIES)
T.D.O.T PROJECT NO. 75027-3215-04

CSX RAILROAD
(200' RIGHT OF WAY)

SURVEY INFO
PROVIDED BY: WILSON AND ASSOCIATES (DATED 04/17/2023)
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

0 40 80 160 240
SCALE: 1" = 80'

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

STATE OF TENNESSEE — DEPARTMENT OF AGRICULTURE — REGISTERED LANDSCAPE ARCHITECT — No. 101994 — 10/06/2023

PUD AMENDMENT PLANS FOR:
SEWART'S LANDING
2001 MOTLOW COLLEGE BOULEVARD
SMYRNA, RUTHERFORD COUNTY, TENNESSEE 37167

DR.	DATE	DESCRIPTION

DEVELOPMENT PLAN

L1.0

1133-06 SEWART'S LANDING

Know what's **below.**
Call before you dig.

PHASE 3

PHASE 2

PHASE 1.5

PHASE 1

FUTURE BUILDING
±19,545 SF

GROCERY
± 23,300 SF

FUTURE BUILDING
±7,700 SF

SQUADRON STREET
(50' PUBLIC ROW)

SAM STEWART WAY
(ROW VARIES)

PA-QT PLACE
(50' ROW)

MOTLOW COLLEGE BLVD
(PUBLIC ROW)

CSX RAILROAD
(200' RIGHT OF WAY)

SAM RIDLEY PARKWAY
(STATE ROUTE 266)

SAM RIDLEY PARKWAY WEST
(RIGHT OF WAY VARIES)
T.D.O.T PROJECT NO. 75027-3215-04

SURVEY INFO
PROVIDED BY: WILSON AND ASSOCIATES (DATED 04/17/2023)
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

0 40 80 160 240
SCALE: 1" = 80'

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

PUD AMENDMENT PLANS FOR:

SEWART'S LANDING

2001 MOTLOW COLLEGE BOULEVARD
SMYRNA, RUTHERFORD COUNTY, TENNESSEE 37167

DR.	DATE	DESCRIPTION

SITE PHASING PLAN

C1.0

1133-06 SEWART'S LANDING

811
Know what's **below.**
Call before you dig.

LEGEND

- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CURB INLET
- CATCH BASIN
- NYLOPLAST DRAIN BASIN
- XXX.XX / XXX.XX — TOP OF CURB SPOT ELEVATION / BOTTOM OF CURB SPOT ELEVATION
- ELECTRIC/COMMUNICATION POLE
- TW:XXX.XX / BW:XXX.XX — RETAINING WALL, TOP OF WALL / FINISHED GRADE AT BOTTOM OF WALL
- DW — DOMESTIC WATER SERVICE
- G — GAS SERVICE
- SAN — SANITARY SEWER SERVICE
- OH-E — OVERHEAD ELECTRIC SERVICE
- OH-T — OVERHEAD TELEPHONE SERVICE
- UD — PERVIOUS PAVEMENT UNDERDRAIN
- RD — ROOF DRAIN TRUNK LINE
- STORM PIPE (SEE PLANS FOR MATERIAL).
- 562 — EXISTING CONTOUR
- 562 — PROPOSED CONTOUR
- DRIVEWAY CENTERLINE
- PROPERTY LINE

FUTURE BUILDING
±19,545 SF

GROCERY
± 23,300 SF

FUTURE RETAIL
± 7,000 SF

SQUADRON STREET
(50' PUBLIC ROW)

SCHOLARS STREET
(50' PUBLIC ROW)

10-FT PLACE
(50' ROW)

MOTLOW COLLEGE BLVD
(PUBLIC ROW)

SAM RIDLEY PARKWAY
(STATE ROUTE 266)

SAM RIDLEY PARKWAY WEST
(RIGHT OF WAY VARIES)
T.D.O.T PROJECT NO. 75027-3215-04

CSX RAILROAD
(200' RIGHT OF WAY)

JOINT
#80085

SURVEY INFO
PROVIDED BY: WILSON AND ASSOCIATES (DATED 04/17/2023)
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

0 40 80 160 240
SCALE: 1" = 80'

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

JAMES WILSON FULMER — REGISTERED — No. 121934 — STATE OF TENNESSEE — AGRICULTURE — 10/04/2024

PUD AMENDMENT PLANS FOR:

SEWART'S LANDING

2001 MOTLOW COLLEGE BOULEVARD
SMYRNA, RUTHERFORD COUNTY, TENNESSEE 37167

DR.	DATE	DESCRIPTION

SCHEMATIC UTILITY PLAN

C2.0

1133-06 SEWART'S LANDING

Know what's **below.**
Call before you dig.

FIRE HYDRANT NOTE:
FIRE HYDRANTS TO BE PROVIDED WITHIN 400 FEET OF ALL BUILDINGS. FDCS AS REQUIRED CANNOT BE ON ANY BUILDING.

CONSTRUCTION TYPE NOTE:
CONSTRUCTION TYPE IIB, UNPROTECTED, SPRINKLED.

LEGEND
- VEHICLE PATH
- TIRES
- VEHICLE BODY

Smyrna Fire Dept 70421

Wheel Base:	280.5
Tire Size:	425
Bumper Extension:	18

OUTSIDE CURB TO CURB TURNING RADIUS

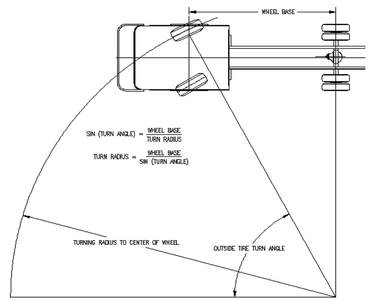
Input wheelbase?	280.5
Input front wheel INSIDE turn angle?	48
Input offset from kingpin to outside of wheel	16

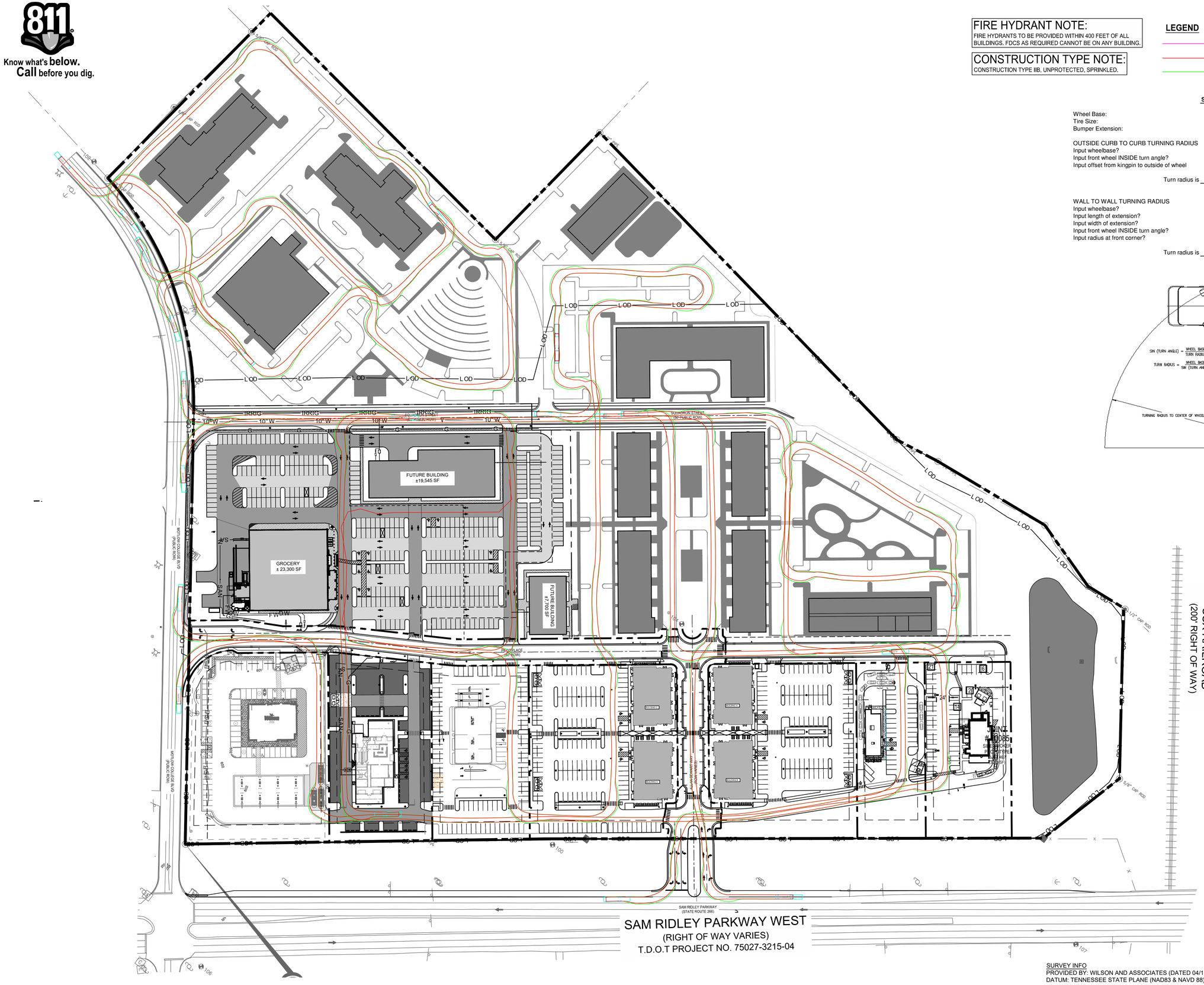
Turn radius is **41.20 ft.**

WALL TO WALL TURNING RADIUS

Input wheelbase?	280.5
Input length of extension?	18
Input width of extension?	101
Input front wheel INSIDE turn angle?	48
Input radius at front corner?	12

Turn radius is **45.01 ft.**





SAM RIDLEY PARKWAY WEST
(RIGHT OF WAY VARIES)
T.D.O.T PROJECT NO. 75027-3215-04

SURVEY INFO
PROVIDED BY: WILSON AND ASSOCIATES (DATED 04/17/2023)
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

0 40 80 160 240
SCALE: 1" = 80'

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

STATE OF TENNESSEE — REGISTERED LANDSCAPE ARCHITECT — 223 — AGRICULTURE — 4/28/2023

PUD AMENDMENT PLANS FOR:
SEWART'S LANDING
2001 MOTLOW COLLEGE BOULEVARD
SMYRNA, RUTHERFORD COUNTY, TENNESSEE 37167

DR.	DATE	DESCRIPTION

FIRE CODE COMPLIANCE PLAN

C3.0

1133-06 SEWART'S LANDING

Tuesday, August 8, 2023
P:\1133 Sewarts Property\06 - Sam Ridley Canopy\02 - Civil Sheets\1133-06_PD Plans.dwg

SEWART'S
LANDING

SEWART'S LANDING
2001 MOTLOW COLLEGE BLVD
SMYRNA, RUTHERFORD COUNTY, TN

ARCHITECTURE | PLANNING
CONSORTIUM

EQUITABLE
PROPERTY COMPANY

Custom
Real Estate
Solutions

PUD AMENDMENT RESUBMITTAL
AUGUST 5, 2025

The following graphics/images depict the vision to implement this master plan.

VISION IMAGERY

Examples of amenities, green space, amphitheater, storefront retail, pedestrian trails, parks, and various plazas

















ARCHITECTURE | PLANNING
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EQUITABLE
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Custom
Real Estate
Solutions

SEWART'S
LANDING

SEWART'S LANDING
2001 MOTLOW COLLEGE BLVD
SMYRNA, RUTHERFORD COUNTY, TN

PUD AMENDMENT RESUBMITTAL
AUGUST 5, 2025

VISION IMAGERY

Examples of amenities, green space, amphitheater, storefront retail, pedestrian trails, parks, and various plazas















VISION IMAGERY

Examples of amenities, green space, amphitheater, storefront retail, pedestrian trails, parks, and various plazas















ROOF AND PARAPET

- Long facades should have vertical features and varying roof lines
- Cornice lines with masonry detail shadow lines
- Gable roof and Corner Tower Features with varying roof lines
- Parapets and cornices shall create detail and provide shadowing
- Metal Roofing features and coping detail shall be consistent
- Stepping facades in plan and roof line
- Varying heights
- Rear roof side parapets visible form grade shall have finished material all sides
- Roof pitch in all areas shall be the same pitch for consistency

BUILDING COMPOSITION AND PATTERNING:

- Repetition is good for patterning
- Mix of masonry and metal panels and sim. limestone
- Create pedestrian visual connections between structures
- Symmetry should be used in mirrored building structures for “gateway” effect
- Roof line should be designed to vary and provide rhythm
- No large wall areas without varying depths and breaks in elevation
- Windows, Columns and vertical elements to break up facades
- Lighting sconces and other lighting features to be used
- Base, Body and Cap for architectural standards
- Main Level Retail windows areas to be 40% min.
- Metal awnings over various second story windows

HARDSCAPES:

- Masonry site landscape and seat walls, planter walls and landscape features to create pedestrian gathering spaces with benches and light poles along walkways.
- Pathways to be added from parking to retail spaces

MATERIAL SELECTIONS AND STANDARDS:

All visible Sides of buildings shall be consistent for material use. All materials to be durable and of high quality for longevity and maintenance purposes. Per Design Review Manual, architectural design character for the non-residential buildings will contain 50% of a primary exterior material. On the mixed-use buildings where multifamily makes up 67% of the building type, the current submitted design guidance is composed of an average of 64.31% brick/glazing (primary materials) and 35.69% and hardie (secondary material). Acceptable primary materials brick, stone, glass, and glasing

PRIMARY MATERIALS:
Nominal Full brick or thin brick
Natural or Simulated/Synthetic Smooth
Cast Stone
Authentic Stucco
ACM Reynobond Smooth Metal Panels Prefinished Wood (Not Stained)
Standing Seam Metal Awnings
Painted Wood Detailing at Main Level Retail

SECONDARY MATERIALS:
Cementuous Siding, Nichiha
Small areas of EIFS (Cornices etc.)
Fabric Awnings
Composite Panels
Architectural Metal Panels, prefinished as accents Smooth Faced Concrete Masonry

Example of pedestrian, retail frontage in retail/mixed use spaces





ARCHITECTURAL DESIGN GUIDELINES:

This Architectural Design Guideline section will apply to the architecture design and aesthetic for all building types within the Sewart's Landing, Mixed Use Development in Smyrna, TN.

GENERAL OVERVIEW:

The criteria set in this section is to determine a clean, well-organized and defined architectural development. The applicant for all structures shall review and follow these guidelines for building aesthetics, form, materials and general standards. Each structure may have unique requirements that will be reviewed on an individual basis.

DESIGN PRINCIPLES:

The principal concept of this guideline is to coordinate the individual building architecture to create a cohesive and well-organized development with a similar theme and an inviting lifestyle, pedestrian friendly environment.

ARCHITECTURAL DESIGN:

ARCHITECTURAL CHARACTER STANDARDS:

- Elevated Architectural Detail
- Cohesive Design Aesthetic for All Buildings
- Similar Themes between adjacent Structures
- Rooflines and Cornices to vary to create interest
- Mechanical Screening from Pedestrian View
- Color Scheme to be consistent within General Design
- One and Two-Level Structures to be comparable in heights with roof lines and features
- Glazing at the main retail spaces on the main level is beneficial for pedestrian interest

BUILDING HEIGHT AND SETBACKS:

- All architectural building design shall follow the Smyrna City Zoning and Design Ordinance
- Roof cornices shall create shadow lines
- Clock tower and Roof features such as Gables and Tower Features shall be provided at main corner elements
- Symmetrical building heights and roof features may be required at gateway elements between buildings
- One story and two story shall be designed not to create drastic building height changes
- Setbacks with entrances and differentiating setbacks within buildings is encouraged for shadowing etc.
- Mechanical roof screening with parapets, roof structures or placed where not visible from grade
- No long Roof line designs will be appropriate without variation in parapets and cornices

MASSING, PROPORTION AND SCALE:

- Create appropriate massing and scale per adjacent structures and context
- Awnings, canopies and Main level retail window openings
- Vertical masonry columns between glazing
- Common design elements with masonry
- Utilize nominal masonry and not utility sized brick
- Main level window height to be 10'-0" with clear glazing
- Building entries to be visible and defined
- Compliment adjacent structures with material and color
- Facades shall not be flat and shall have stepping and breaks

Example of pedestrian, retail frontage in retail/mixed use spaces





DISCOURAGED MATERIAL USE:
Large areas of EIFS/Dryvit
Simulated stone (Lick and Stick)
CMU or Split-Faced CMU
Corrugated R-Panels (Prefab Structures)

WINDOWS:
1" Insulated Aluminum Storefront
Marvin Elevate or Equal
Iron Lion Metal Frame or Equal
False Windows and Spandrel Glass may be used as accent

ROOFING:
Standing Seam Metal Roofing
Pre- Finished Metal Coping
TPO for typical non-visible roofing

AWNINGS AND CANOPIES:
ACM Reynobond Smooth Metal Panels
Smooth Metal for Canopies etc.
Fabric Awnings

LIGHTING:
Consistent Pole Type Lighting, Black in Color
Sconce Lighting, should have varying standards
Uplighting recessed in walkway or building mounted accent

GENERAL PALETTE:

Retail/Mixed use, along center entry drive or "Avenues" architectural aesthetic may have a similar aesthetic to create a more cohesive well-organized shopping environment.

Commercial outparcels and other structures would follow the primary and secondary material options.

Prototype retail parcels would follow the primary and secondary material options but allow the prototypical Design and their material concepts to remain.

- "Avenue" or retail/Mixed use section may be lighter stucco and brick with main level glazing
- Colors for accents may be placed for interest or signage
- Number of varying colors may be limited depending on tone changes
- Lighting and window type frames to be considered

SIGNAGE:

- All building signage shall follow the Smyrna City Zoning and Design Ordinance
- Signage should be contextual in height and scale with neighboring or adjacent structures
- Way finding signage will be designed to be throughout the development with a consistent aesthetic
- Neon Signage is not encouraged outside of "OPEN" type at retail storefronts

Example of pedestrian, retail frontage in retail/mixed use spaces





Example of roof cornice and light tone design with metal canopy and color accents



Example of well-placed signage and open, inviting retail level with strong roof lines



Example of massing and material changes with pedestrian connection



Example of office spaces above retail and material breaks and massing





MONUMENT SIGNAGE CONCEPT 1



MONUMENT SIGNAGE CONCEPT 2
WITH TENANT SIGNAGE

GENERAL SIGNAGE NOTES:

- ALL SIGNAGE TO MEET TOWN OF SMYRNA SIGNAGE CODE REQUIREMENTS.
- POLE SIGNS ARE PROHIBITED WITHIN THE DEVELOPMENT.
- SIGNAGE IS CONCEPTUAL IN NATURE. FINAL DESIGN AND LOCATION OF SIGNAGE TO BE COORDINATED WITH TOWN OF SMYRNA AT FUTURE SITE PLAN SUBMITTALS.



MONUMENT SIGNAGE CONCEPT 3



SIGNAGE COLUMN CONCEPT

ARCHITECTURE | PLANNING CONSORTIUM EQUITABLE PROPERTY COMPANY | Custom Real Estate Solutions

SIGNAGE CONCEPTS

SEWART'S LANDING

2001 MOTLOW COLLEGE BLVD
SMYRNA, RUTHERFORD COUNTY, TN

PUD AMENDMENT RESUBMITTAL
AUGUST 5, 2025

BURCH TRANSPORTATION

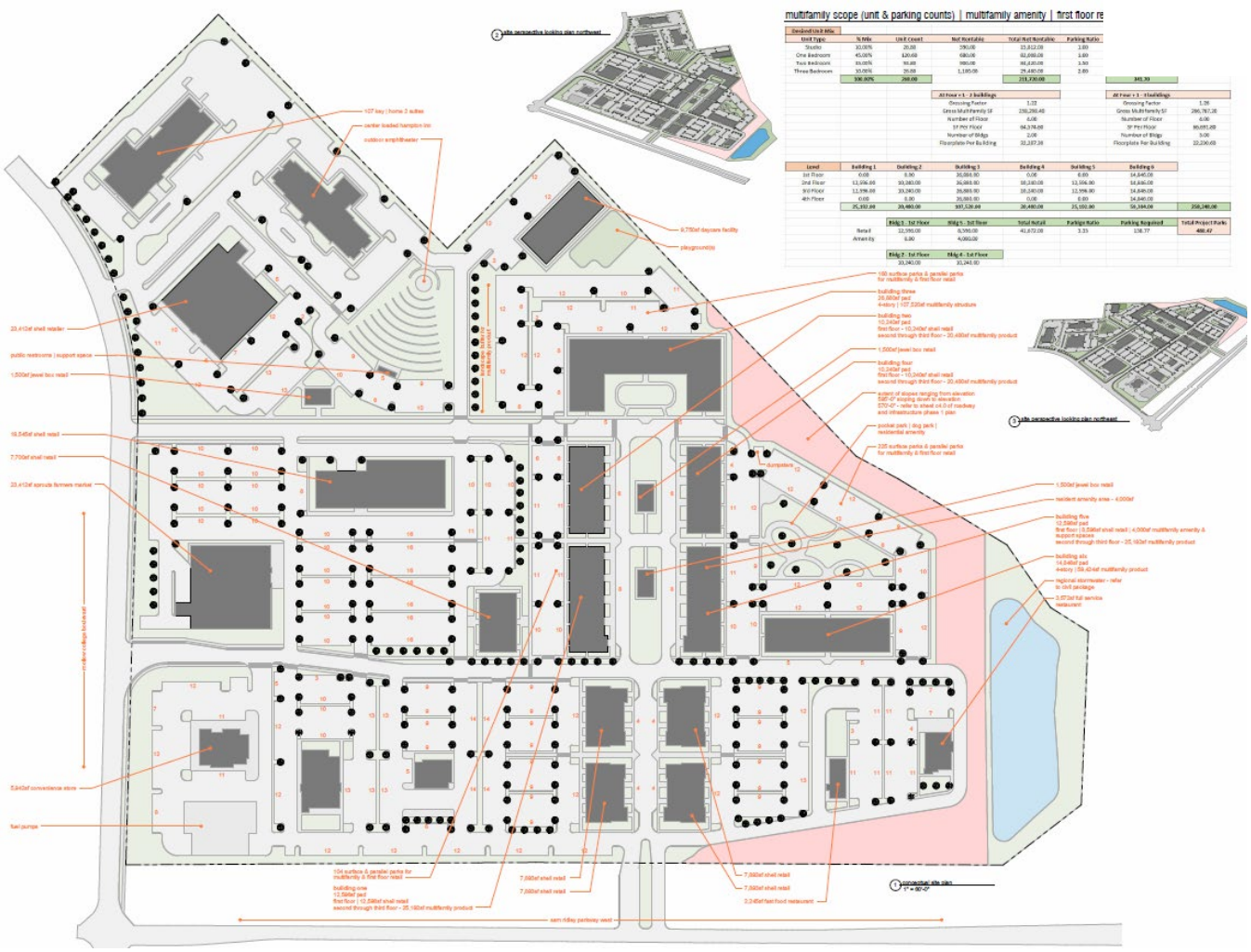
1114 17th Ave S, Ste 103
Nashville, TN 37212
Office: (615) 258-8551

Memorandum

To:	Turnbull Pursley, Equitable Property Company
From:	Amy Burch, PE
Date:	July 22, 2025
Re:	Sewart's Landing, Smyrna, TN
Subject:	Shared Parking Study

Burch Transportation has conducted a shared parking analysis to evaluate the number of parking spaces that will be needed to accommodate the Sewart's Landing mixed-use development. A snapshot of the site layout plan provided by Equitable Property Company is shown in Figure 1.

Figure 1: Sewart's Landing Site Layout Plan
(Not to Scale)



Parking Analysis

Parking for the Sewart's Landing mixed-use development will be provided with surface parking lots surrounding the multiple buildings on site according to the site plan. The Town of Smyrna's Zoning Ordinance outlines minimum parking rates by land use. Table 1 highlights the parking required on site based on the proposed land uses, applicable land use and parking rates in the Town's Zoning Ordinance, and the resulting minimum parking requirements for the entire site when looking at each land use separately.

Table 1. Minimum Parking Required per Local Parking Rates

Land Use	Intensity	Applicable Local Use	Local Parking Rate	Minimum Parking Required
Multi-Family	268 Units	Permanent Multifamily Apartments	2 spaces/unit	536 spaces
Hotel	240 keys	Transient Habitation	1 space/unit	240 spaces
Shopping Center & Grocery	139,217 sf	General Retail Trade	5 spaces/1,000 sf	696 spaces
Convenience Store/Gas Station	5,942 sf	Convenience Retail Sales & Services	1 space/100 sf	59 spaces
Restaurant	12,817 sf	General Food and Beverage Service	1 space/100 sf	128 spaces
Office	15,786 sf	Professional Services – Non-Medical	1 space/400 sf	39 spaces
Day Care Center	9,750 sf*	Day Care Centers	1 space/employee + 1 space/5 children	65 spaces
Bank with Drive-Thru	7,500 sf	Financial & Real Estate Services	1 space/200 sf	38 spaces
Total Required Spaces (without Shared Parking Consideration)				**1,801 spaces**
*Note: assumed 200 children and 25 employees				

As shown in Table 1, approximately 1,801 parking spaces are required without any consideration for shared parking. However, based on the mix and intensity of land uses as well as the internal connectivity within the development, parking was evaluated holistically for the entire site. In developments such as the Sewart's Landing mixed-use site, the peak parking demands for the various uses will likely fluctuate throughout the day and even days of the week and months of the year. In addition, it is likely that the residents, employees, and patrons will frequent multiple land uses on site with a single vehicular trip. As such, a shared parking calculation was utilized to determine the minimum parking for the project site.

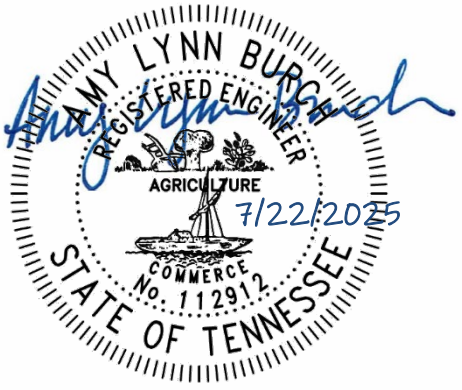
Article IV of the Town of Smyrna's Zoning Ordinance outlines not only the minimum parking requirements described above, but also outlines instances in which shared parking arrangements can be utilized in locations such as the Sewart's Landing mixed-use development. More specifically, Section 4.010.3.A states the following:

> *"Where two (2) or more residential, commercial, or industrial activities are located in the same development and where, in the opinion of the Planning Commission during site plan review, a more efficient parking arrangement can be made by allowing the sharing of parking among the different activities, the sharing of parking may be allowed. This could occur when activities are such that the peak parking needs are at different times of the day and/or week and the total parking needed for the total development is actually less than a strict calculation under this Article would require. Calculation of the required parking shall be the required parking for the highest intensity activity, plus 10 (ten) percent."*

Based on the site plan provided, the project site includes approximately 139,217 sf of retail commercial space which has a minimum parking requirement of 5 spaces per 1,000 square feet, making it the most intense land use on-site. Conservatively, the minimum parking requirements for the restaurant land uses and convenience store were added to the retail parking requirement for the shared parking calculation. This results in a minimum parking of 883 spaces. After accounting for the additional 10% outlined in Section 4.010.3.A, **the Sewart's Landing development should provide a minimum of 971 parking spaces on-site to address parking demands of the various uses.** It is important to note that no parking spaces should be reserved for specific tenants or land uses in a shared parking scenario where the minimum parking spaces are provided.

According to information provided by the developer, Equitable Property Company, approximately 2,131 spaces are planned to be provided across the entire mixed-use development, which is more spaces than the 1,801 spaces required when considering each of the land uses and densities separately without consideration for shared parking opportunities. Therefore, more than sufficient parking will be provided to meet the Town of Smyrna's parking requirement and the parking demands for the Sewart's Landing mixed-use development.

Should you have any comments or questions regarding this parking study, please let me know.



Sewarts Landing Partners, LP – Rezoning Request from C-2 to PUD/PUD Amendment

Tax Map 18, Parcels 10.01, 10.02, 10.03, 10.04, and 10.05, and Tax Map 28, Parcels 44.29, 44.30, and 44.31, owned and requested by Sewarts Landing Partners, LP.

Bordered on the south by the right-of-way of SR 266/Sam Ridley Parkway, West; on the east by CSX Transportation, Inc.; on the north by Tax Map 18K, Group B, Parcel 31.09, owned by Jorge Andrade, and Tax Map 18, Parcels 13.02 and 13.03, owned by the State of Tennessee; and on the west by the right-of-way of Motlow College Boulevard.

Area requested to be rezoned from C-2 to PUD contains approximately 3 acres and the total of all parcels for the PUD amendment contains approximately 40.94 acres.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.3.
Department: Planning
Date: August 12, 2025

Subject:
Consideration of a Resolution authorizing the acquisition of easements by negotiation or condemnation for the purpose of carrying out the Imperial Boulevard Water Project.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The Town of Smyrna is preparing to obtain easements for the extension of a 16" water line along Imperial Boulevard to Rock Springs Road. This would extend the existing 16" line at the north end of Imperial Boulevard and connect it to the 6" line at the intersection of Rock Springs Road and Imperial Boulevard. This is a part of the improvements being made to increase fire flow in the older part of Town.

Summary:
Attached is a map showing the proposed location of the easements to be acquired as a part of this project, as well as a spreadsheet showing property ownership and the amount of each easement to be acquired. The Planning Commission reviewed the obtaining of these easements and found it consistent with the Comprehensive Plan of the Town and recommended approval 7 for, 0 against.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Resolution #25-19
2. Acquisition Map
3. Easement Acquistion Table

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 25-19

A RESOLUTION authorizing the acquisition of property by negotiation or condemnation for the purpose of carrying out the Imperial Boulevard to Rock Springs Road Water Line project.

WHEREAS, pursuant to the Town's Charter, Section 2.01(8), the Town Council shall have the authority to acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, and any estate or interest therein within or without the municipality or state; and

WHEREAS, pursuant to the Town's Charter, Section 2.01(9), the Town Council shall have the authority to condemn property, real or personal, or any easement, interest or estate or use therein, either within or without the municipality, for present or future public use, said condemnation being affected in accordance with the terms and provisions of state law; and

WHEREAS, pursuant to the Town's Charter, Section 2.01(35), the Town Council shall have the authority to exercise all other powers, functions, rights, and privileges necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the Town and its inhabitants; and

1. **WHEREAS,** it is necessary and in the public interest to acquire by negotiation or condemnation certain easements necessary for the purpose of the Imperial Boulevard to Rock Springs Road Water Line project.

WHEREAS, any taking shall be for the public use and in the public interest; and

WHEREAS, it has been determined that approximately four (4) parcels will be affected for the utility portion of the project; and

WHEREAS, the Planning Commission has approved said acquisitions.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Smyrna, that:

2. The Town Manager, or his designee, the Town Engineer, and the Town Attorney, or his designee, are, and each of them is, hereby authorized to acquire by negotiation or condemnation the properties and/or easements described in Appendix I attached hereto and incorporated herein by reference for the purpose of carrying out the Imperial Boulevard to Rock Springs Road Water Line project.

3. The Town Attorney, or his designee, is authorized to take all actions necessary, including filing condemnation proceedings with the appropriate court, to acquire said real estate.

4. The Town Council does hereby declare it to be a public purpose and in the public interest that said real estate be appropriated and used for the Town of Smyrna and the Imperial Boulevard to Rock Springs Road Water Line project, the public convenience requiring it. The Town Council does hereby declare that the acquisition of said real estate is for a public use and is necessary for the purpose of carrying out the utilities portion of the Imperial Boulevard to Rock Springs Road Water Line project.

4. This resolution shall take effect immediately upon its passage, the public health and welfare of the Town of Smyrna requiring it.

ADOPTED by the Town Council the ____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST: _____
AMBER HOBBS, Town Clerk


North Lowry
CSX Rail Road
Imperial Blvd.
Rock Springs Road
1
2
3
4
Tennessee Auto Insurance Agency
H&R Block
Gresham Dr
Overton Dr
Smyrna Church of the Nazarene
Kings Rd
FANTERA ROSA'S HAND WASH
Reynolda Insurance Agency
Moore Ave
Smyrna Alterations
Advance Financial
N Lowry St
Crescent Ave
Morgan Ave
Woodfin Funeral Chapel Smyrna
Imperial Garden Apartments
Colony Square Apartments
Backlin Dr
Backlin Ct
Residential
Sturdee Cir
Sturdee Cv
Gaunt Dr
Highland Ave
Rosequites Insurance Agency Ayuda Latina - Smyrna

TRACT NO.	OWNER NAME	PROPERTY ADDRESS	MAP	GROUP	PARCEL	BOOK	PAGE	EASEMENT PERMANENT (S.F.)	TEMPORARY CONSTUCTION (TOTAL S.F.)	AGGREMENT NOTES
1	BGS America, LLC	IMPERIAL BLVD	28E	A	16.01	1830	3573	3,870.74	736.16	
2	Imperial Gardens II LP	1 IMPERIAL BLVD	28E	A	16.04	1386	2236	2,399.93	1,849.88	
3	Colony Square Preservations LP	500 ROCK SPRINGS RD	28E	A	16.03	2315	2597	0.00	1,700.03	
4	Adly Michael, Mikhail Hany	389 ROCK SPRINGS RD	28E	A	15.00	1838	2204	635.49	591.75	

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.a.4.
Department: Planning
Date: August 12, 2025

Subject:
Consideration of a Resolution regarding the disposition of a portion of public right-of-way of Milesdale Lane to the Homeowner's Association of The Preserve at Stewart's Creek.

Fiscal Impact:

Contract Type:

Contract Term (if applicable):

Background:
The Town has received a request regarding the existing unimproved public right-of-way of Milesdale Lane east of High Echelon Circle. The request is from the HOA of The Preserve at Stewart Creek neighborhood. The request is for the Town to quitclaim this right-of-way so it can become a part of the common area of the neighborhood.

Summary:
This right-of-way was dedicated as a part of the development of the neighborhood, but was not improved. This was a part of the PRD approval and was done to allow for the neighborhood to be connected in the future if needed, but was not required due to concerns from the adjoining neighborhood regarding cut-through traffic. The HOA wishes to obtain ownership of the property for use as an amenity space. Consolidated Utility District has a water line within this right-of-way and will require a 30' easement be dedicated for this water line. The recorded plat and a legal description of the property is attached.

The Planning Commission reviewed the disposition of this property and found it to be consistent with the Comprehensive Plan of the Town and recommended approval to the Town Council.

Recommended Council Action:
Staff recommends approval.

Attachments:

1. Resolution #25-20
2. Madatory Referral
3. Plat
4. Survey Description

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 25-20

A RESOLUTION to abandon certain an unimproved public right-of-way of Milesdale Lane east of High Echelon Circle in Smyrna, Rutherford County, Tennessee.

WHEREAS, pursuant to the Town's Charter, Section 2.01(35), the Town Council shall have the authority to exercise all other powers, functions, rights, and privileges necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the Town and its inhabitants; and

WHEREAS, pursuant to the Town's Charter, Section 2.01(8), the Town may acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal; and

WHEREAS, The Preserve at Stewart Creek Homeowners' Association, Inc., requests abandonment of the unimproved public right-of-way of Milesdale Lane east of High Echelon Circle; and

WHEREAS, the Town has procured a survey and legal description of the property to be conveyed; and

WHEREAS, the Town will bear all costs associated with this transfer; and

WHEREAS, certain right-of-way of the public roadway known as High Echelon Circle in Smyrna, Rutherford County, Tennessee, is hereby being declared as surplus property; and as per Smyrna Municipal Code, Title 5, Chapter 5, Section 823(2), this property is valued at less than $25,000.00 and can be disposed of by negotiated contract; and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Smyrna, that:

1. The Town Council hereby formally abandons and terminates in its entirety all rights to an unimproved public right-of-way of Milesdale Lane east of High Echelon Circle in Smyrna, Rutherford County, Tennessee.

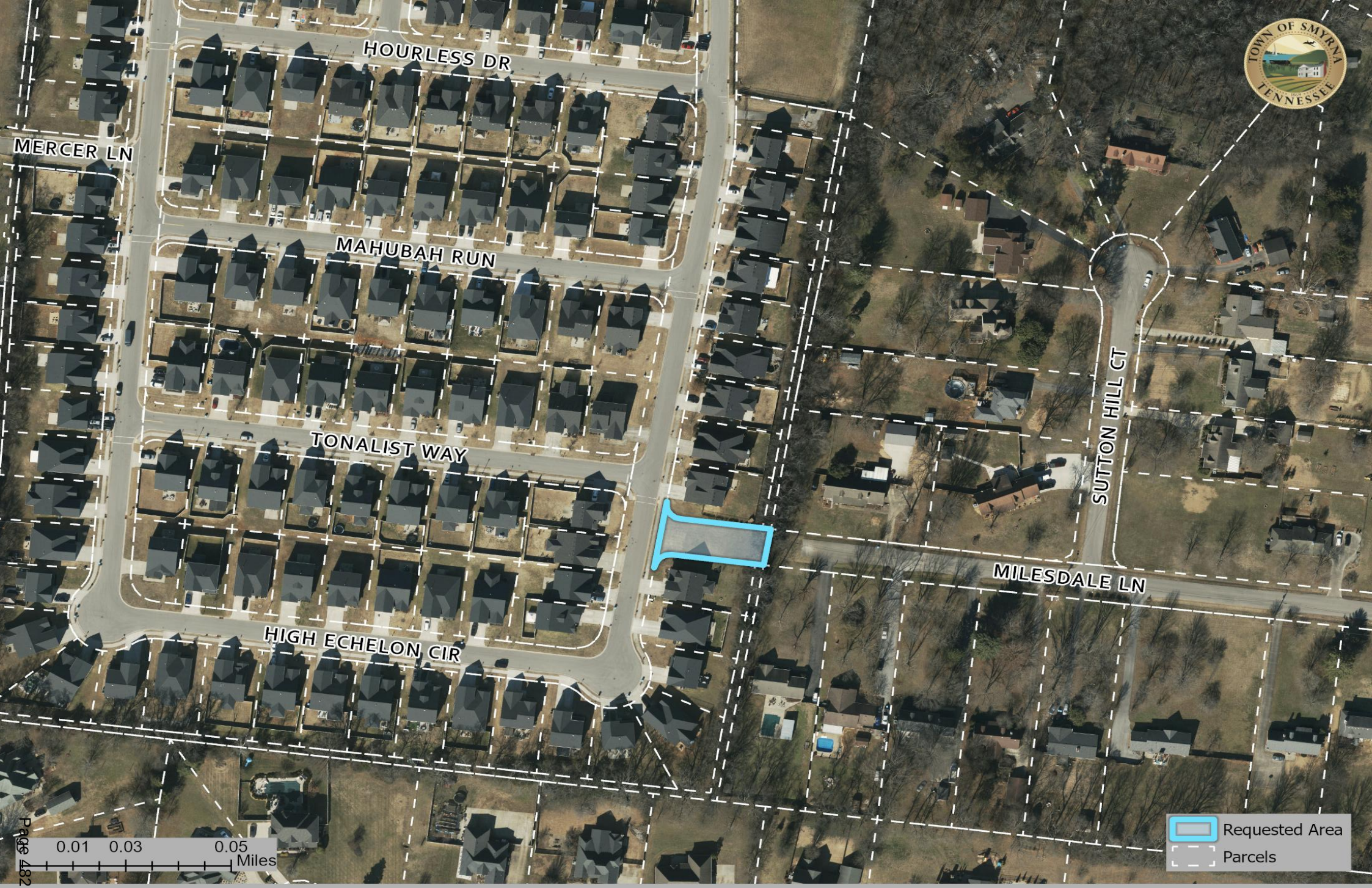
2. This resolution shall take effect upon the acceptance and recordation of the Quitclaim Deed making such transfer.

ADOPTED by the Town Council the _____ day of _____, 2025.

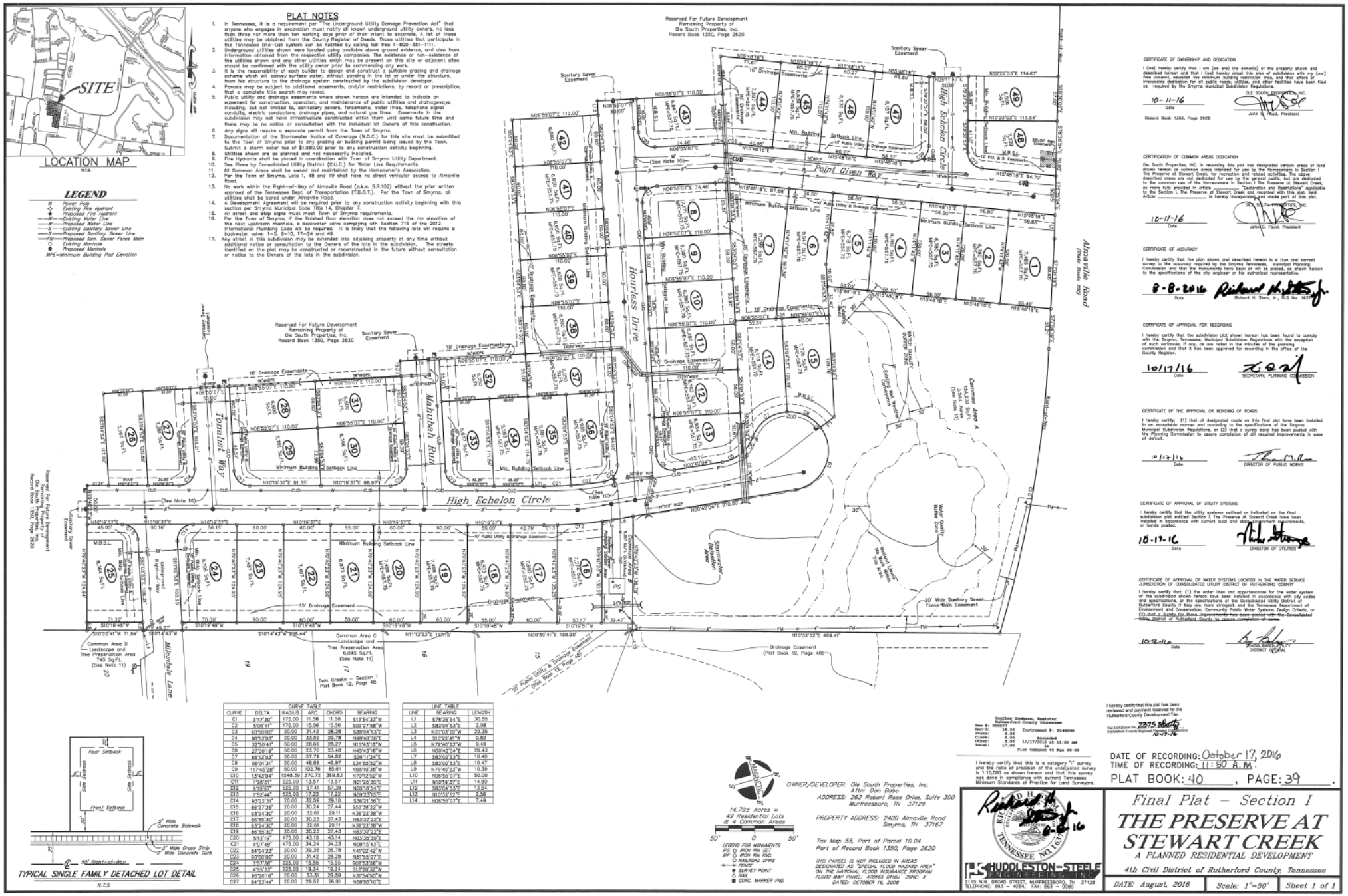
TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST: _____
AMBER HOBBS, Town Clerk



Mandatory Referral: Right-of-Way Abandonment


LOCATION MAP
N.T.S.
SITE
LEGEND
Power Pole
Existing Fire Hydrant
Proposed Fire Hydrant
Existing Water Line
Proposed Water Line
Existing Sanitary Sewer Line
Proposed Sanitary Sewer Line
Proposed Gen. Sewer Force Main
Existing Manhole
Proposed Manhole
MPE=Minimum Building Pad Elevation
PLAT NOTES
1. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days prior of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One-Call system can be notified by calling toll free 1-800-351-1111.
2. Underground utilities shown were located using available above ground evidence, and also from information obtained from the respective utility companies. The existence or non-existence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
3. It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the structure, from his structure to the drainage system constructed by the subdivision developer.
4. Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
5. Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainageways; including, but not limited to, sanitary sewers, forcemains, water lines, telephone/signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements in the subdivision may not have infrastructure constructed within them until some future time and there may be no notice or consultation with the individual lot Owners of this construction.
6. Any signs will require a separate permit from the Town of Smyrna.
7. Documentation of the Stormwater Notice of Coverage (N.O.C.) for this site must be submitted to the Town of Smyrna prior to any grading or building permit being issued by the Town. Submit a storm water fee of $1,680.00 prior to any construction activity beginning.
8. Utilities shown are as planned and not necessarily installed.
9. Fire Hydrants shall be placed in coordination with Town of Smyrna Utility Department.
10. See Plans by Consolidated Utility District (C.U.D.) for Water Line Requirements.
11. All Common Areas shall be owned and maintained by the Homeowner's Association.
12. Per the Town of Smyrna, Lots 1, 48 and 49 shall have no direct vehicular access to Almaville Road.
13. No work within the Right-of-Way of Almaville Road (a.k.a. S.R.102) without the prior written approval of the Tennessee Dept. of Transportation (T.D.O.T.). Per the Town of Smyrna, all utilities shall be bored under Almaville Road.
14. A Development Agreement will be required prior to any construction activity beginning with this section per Smyrna Municipal Code Title 14, Chapter 7.
15. All street and stop signs must meet Town of Smyrna requirements.
16. Per the Town of Smyrna, if the finished floor elevation does not exceed the rim elevation of the next upstream manhole, a backwater valve complying with Section 715 of the 2012 International Plumbing Code will be required. It is likely that the following lots will require a backwater valve: 1-5, 8-10, 17-24 and 49.
17. Any street in this subdivision may be extended into adjoining property at any time without additional notice or consultation to the Owners of the lots in the subdivision. The streets identified on the plat may be constructed or reconstructed in the future without consultation or notice to the Owners of the lots in the subdivision.
Reserved For Future Development Remaining Property of Ole South Properties, Inc. Record Book 1350, Page 2620
Sanitary Sewer Easement
Point Given Way
High Echelon Circle
Hourless Drive
Mahubah Run
Tonalist Way
Milesdale Lane
Almaville Road (State Route 102)
Common Area A 3.548 Acres (See Note 11)
Common Area B Landscape and Tree Preservation Area 745 Sq.Ft. (See Note 11)
Common Area C Landscape and Tree Preservation Area 6,045 Sq.Ft. (See Note 11)
Stormwater Detention Area
Water Quality Buffer
Wetland Mitigation Area
Lewis Branch
Twin Creeks - Section 1 Plat Book 12, Page 48
Drainage Easement (Plat Book 12, Page 48)
20' Wide Sanitary Sewer Force Main Easement
15' Drainage Easement
10' Drainage Easements
Minimum Building Setback Line
Min. Building Setback Line
Setback Line
10' Public Utility & Drainage Easement
M.B.S.L.
(See Note 10)
TYPICAL SINGLE FAMILY DETACHED LOT DETAIL
N.T.S.
Rear Setback
Side Setback
Front Setback
5' Wide Concrete Sidewalk
2' Wide Grass Strip
2' Wide Concrete Curb
50' Right-of-Way
CURVE TABLE
CURVE | DELTA | RADIUS | ARC | CHORD | BEARING
C1 | 3°43'36" | 175.00 | 11.58 | 11.58 | S13°54'33"W
C2 | 5°05'41" | 175.00 | 15.56 | 15.56 | S09°27'58"W
C3 | 90°00'00" | 20.00 | 31.42 | 28.28 | S38°04'53"E
C4 | 86°13'03" | 20.00 | 33.59 | 29.78 | N48°48'36"E
C5 | 32°50'41" | 50.00 | 28.66 | 28.27 | N15°43'16"W
C6 | 27°09'18" | 50.00 | 23.70 | 23.48 | N45°43'16"W
C7 | 86°13'03" | 50.00 | 57.79 | 54.62 | S28°11'24"E
C8 | 58°01'31" | 50.00 | 48.89 | 46.97 | S34°58'52"W
C9 | 117°45'38" | 50.00 | 102.76 | 85.61 | N58°12'48"W
C10 | 13°43'04" | 1548.39 | 370.72 | 369.83 | N70°12'52"W
C11 | 1°28'51" | 525.00 | 13.57 | 13.57 | N01°26'30"E
C12 | 6°13'51" | 525.00 | 57.41 | 57.39 | N05°18'56"E
C13 | 1°52'44" | 525.00 | 17.22 | 17.22 | N09°23'15"E
C14 | 93°22'31" | 20.00 | 32.59 | 29.10 | S36°21'38"E
C15 | 86°37'29" | 20.00 | 30.24 | 27.44 | S53°38'22"W
C16 | 93°24'30" | 20.00 | 32.61 | 29.11 | N36°22'38"W
C17 | 86°35'30" | 20.00 | 30.23 | 27.43 | N53°37'22"E
C18 | 93°24'30" | 20.00 | 32.61 | 29.11 | N36°22'38"W
C19 | 86°35'30" | 20.00 | 30.23 | 27.43 | N53°37'22"E
C20 | 5°12'19" | 475.00 | 43.15 | 43.14 | N03°38'39"E
C21 | 4°07'49" | 475.00 | 34.24 | 34.23 | N08°15'43"E
C22 | 84°04'23" | 20.00 | 29.35 | 26.78 | N41°02'42"W
C23 | 90°00'00" | 20.00 | 31.42 | 28.28 | N51°55'07"E
C24 | 3°53'36" | 225.00 | 15.56 | 15.55 | S08°57'56"W
C25 | 4°58'33" | 225.00 | 19.34 | 19.34 | S13°20'32"W
C26 | 95°26'16" | 20.00 | 33.31 | 29.59 | N31°54'30"W
C27 | 84°33'44" | 20.00 | 29.52 | 26.91 | N58°05'10"E
LINE TABLE
LINE | BEARING | LENGTH
L1 | S78°36'54"E | 30.55
L2 | S83°04'53"E | 2.08
L3 | N27°03'22"W | 22.35
L4 | S10°22'41"W | 0.82
L5 | N79°40'23"W | 9.49
L6 | N00°40'04"E | 26.43
L7 | S83°05'53"E | 10.40
L8 | S83°05'53"E | 10.47
L9 | S78°40'22"W | 10.39
L10 | N06°55'07"E | 50.00
L11 | N10°19'37"E | 14.80
L12 | S83°04'53"E | 13.64
L13 | N10°32'52"E | 2.56
L14 | N06°55'07"E | 7.49
WASHINGTON
TENNESSEE
14.792± Acres = 49 Residential Lots & 4 Common Areas
LEGEND FOR MONUMENTS
IPS ○ IRON PIN SET
IPF ○ IRON PIN FND.
RR SPIKE FOUND
FENCE
SURVEY POINT
NAIL
CONC. MARKER FND.
OWNER/DEVELOPER: Ole South Properties, Inc.
Attn: Don Bobo
ADDRESS: 252 Robert Rose Drive, Suite 300
Murfreesboro, TN 37129
PROPERTY ADDRESS: 2400 Almaville Road
Smyrna, TN 37167
Tax Map 55, Part of Parcel 10.04
Part of Record Book 1350, Page 2620
THIS PARCEL IS NOT INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD AREA" ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD MAP PANEL, 47211651 0116J ZONE: X DATED: OCTOBER 16, 2008
CERTIFICATE OF OWNERSHIP AND DEDICATION
I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public roads, utilities, and other facilities have been filed as required by the Smyrna Municipal Subdivision Regulations.
10-11-16
Date
OLE SOUTH PROPERTIES, INC.
John G. Floyd, President
Record Book 1350, Page 2620
CERTIFICATION OF COMMON AREAS DEDICATION
Ole South Properties, INC. in recording this plat has designated certain areas of land shown hereon as common areas intended for use by the Homeowners in Section 1 The Preserve at Stewart Creek, for recreation and related activities. The above described areas are not dedicated for use by the general public, but are dedicated to the common use of the Homeowners in Section 1 The Preserve at Stewart Creek, as more fully provided in Article ____ "Declaration and Restrictions" applicable to the Section 1, The Preserve at Stewart Creek and recorded with this plat. Said Article ____ is hereby incorporated and made part of this plat.
OLE SOUTH PROPERTIES, INC.
10-11-16
Date
John G. Floyd, President
CERTIFICATE OF ACCURACY
I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Smyrna Tennessee, Municipal Planning Commission and that the monuments have been or will be placed, as shown hereon to the specifications of the city engineer or his authorized representative.
8-8-2016
Date
Richard H. Stem, Jr., RLS No. 1637
CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown hereon has been found to comply with the Smyrna, Tennessee, Municipal Subdivision Regulations with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording in the office of the County Register.
10/17/16
Date
SECRETARY, PLANNING COMMISSION
CERTIFICATE OF THE APPROVAL OR BONDING OF ROADS
I hereby certify, (1) that all designated roads on this final plat have been installed in an acceptable manner and according to the specifications of the Smyrna Municipal Subdivision Regulations, or (2) that a surety bond has been posted with the Planning Commission to assure completion of all required improvements in case of default.
10/17/16
Date
DIRECTOR OF PUBLIC WORKS
CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS
I hereby certify that the utility systems outlined or indicated on the final subdivision plat entitled Section 1, The Preserve At Stewart Creek have been installed in accordance with current local and state government requirements, or bonds posted.
10-17-16
Date
DIRECTOR OF UTILITIES
CERTIFICATE OF APPROVAL OF WATER SYSTEMS LOCATED IN THE WATER SERVICE JURISDICTION OF CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY
I hereby certify that: (1) the water lines and appurtenances for the water system of the subdivision shown hereon have been installed in accordance with city codes and specifications, or the specifications of the Consolidated Utility District of Rutherford County if they are more stringent, and the Tennessee Department of Environment and Conservation, Community Public Water Systems Design Criteria, or (2) that a Surety for these improvements has been posted with the Consolidated Utility District of Rutherford County to insure completion of same.
10-12-16
Date
CONSOLIDATED UTILITY DISTRICT OFFICIAL
Instrument #: 2068295
Recorded 10/17/2016 at 11:50 AM
Plan Cabinet: 40 Page 39-39
I hereby certify that this plat has been reviewed and payment received for the Rutherford County Development Tax.
Tax Certificate No. 23375
Rutherford County Engineer/Representative
10-17-16
DATE OF RECORDING: October 17, 2016
TIME OF RECORDING: 11:50 A.M.
PLAT BOOK: 40, PAGE: 39
I hereby certify that this survey is a category "I" survey and the ratio of precision of the unadjusted survey is 1:10,000 as shown hereon and that this survey was done in compliance with current Tennessee Minimum Standards of Practice for Land Surveyors.
RICHARD H. STEM JR. REGISTERED LAND SURVEYOR TENNESSEE NO. 1637
8-8-16
HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 893 - 4084, FAX: 893 - 0060
Final Plat - Section 1
THE PRESERVE AT STEWART CREEK
A PLANNED RESIDENTIAL DEVELOPMENT
4th Civil District of Rutherford County, Tennessee
DATE: August, 2016
Scale: 1"=50'
Sheet 1 of 1

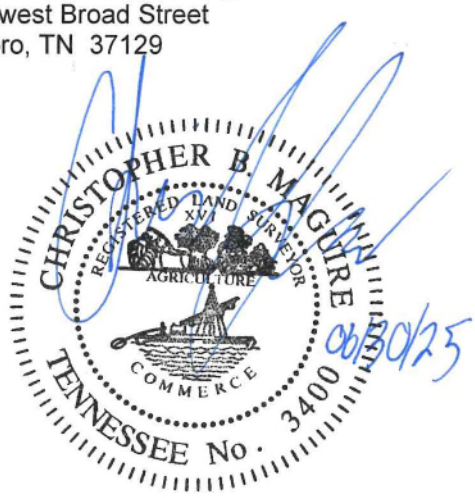
Right-of-Way Abandonment

A tract of land shown as "Unimproved Right-of-Way" on the Final Plat of Section I, The Preserve At Stewart Creek as recorded in Plat Book 40, Page 39 and being more particularly described as follows:

Beginning at an iron pin on the north right-of-way of Milesdale Lane at it's west terminus, said pin being the SW corner of Lot 19, Section 1, Twin Creeks (Plat Book 12, Page 48) and the NE corner of this tract; thence with the west terminus of Milesdale Lane S-10°14'43"-W, 49.27 feet to a point; thence S-10°22'41"-W, 0.82 feet to an iron pin being the SE corner of this tract; thence with the north line of Common Area D, Section I, The Preserve At Stewart Creek N-83°02'53"-W, 10.47 feet to an iron pin; thence with the north line of Lot 25, Section I, The Preserve At Stewart Creek N-83°02'53"-W, 106.31 feet to an iron pin; thence with a curve to the left having a radius of 20.00 feet and a chord bearing and distance of S-53°38'22"-W, 27.44 feet for an arc length of 30.24 feet to an iron pin on the east right-of-way of High Echelon Circle being the SW corner of this tract; thence with the east right-of-way of High Echelon Circle N-10°19'37"-E, 90.16 feet to an iron pin being the NW corner of this tract; thence with the south line of Lot 24, Section I, The Preserve At Stewart Creek and a curve to the left having a radius of 20.00 feet and a chord bearing and distance of S-36°21'38"-E, 29.10 feet for an arc length of 32.59 feet to an iron pin; thence continuing with the south line of Lot 24 S-83°02'53"-E, 103.95 feet to an iron pin; thence with the south line of Common Area C, Section I, The Preserve At Stewart Creek S-83°02'53"-E, 10.40 feet to the pin at the beginning.

This tract is subject to all easements and/or restrictions as shown on the Final Plat, Section I, The Preserve At Stewart Creek as recorded in Plat Book 40, Page 39, of the Register's Office of Rutherford County, Tennessee and any other easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, TN 37129



06/30/25

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.b.
Department: Legal
Date: August 12, 2025

Subject:
Consideration of a Resolution to join the State of Tennessee and other local governments in amending the Tennessee State-Subdivision Opioid Abatement Agreement and approving the related settlement agreements.

Fiscal Impact:
Positive Fiscal Impact (specific amount undetermined at this time)

Contract Type:
Original Contract

Contract Term (if applicable):
See attached settlement agreement from the Tennessee Attorney General's Office.

Background:
The Resolution is required to receive settlement funds under the Tennessee Plan of the Attorney General's Office.

Summary:
The attached Resolution mirrors numerous previous settlement agreements that the Town has entered into under the Attorney General's Tennessee Plan. The Tennessee Plan, as in the past, disburses funds to the Tennessee Cities and Counties that opt-in to the Tennessee Plan for opioid abatement settlement funds. The Town Attorney will be required to file requested forms to RUBRIS upon receipt from the company of the related settlement electronic link. The attached Resolution to be voted upon by the Town Council is a requirement in order to receive funds. The deadline for submittal is September 30, 2025.

Recommended Council Action:
Staff recommends approval.

Attachments:
1. Resolution #25-17
2. Purdue-Sackler Summary of Amendment
3. Purdue-Sackler Payment Information for Tennessee Subdivisions

4. Purdue-Sackler Summary for Tennessee Municipalities
5. Purdue-Sackler Settlement

RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING TOWN OF SMYRNA TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and the Town of Smyrna, Tennessee.

WHEREAS, the Town of Smyrna has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation");

WHEREAS, the Town of Smyrna has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies;

WHEREAS, a proposed settlement has been reached that would address claims in the Purdue Pharma bankruptcy case and resolve claims against the Sackler family owners of the company (the "Purdue Settlement");

WHEREAS, the Town of Smyrna finds the Purdue Settlement Settlements acceptable and in the best interest of the community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and it was signed into law by Governor

Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and settlements with several additional manufacturers, if the agreements become effective;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation ("Settlement Funds");

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), attached hereto as "Exhibit A," sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, amendments to the Tennessee Plan, attached hereto as "Exhibit B," would extend its terms to the proposed Purdue Settlement and would clarify some language concerning the allocation of certain settlement funds and Purdue estate distributions; and

WHEREAS, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE SMYRNA TOWN COUNCIL OF THE TOWN OF SMYRNA, TENNESSEE,

Section 1. That the Town of Smyrna finds that the amendments to the Tennessee Plan are in the best interest of the Town of Smyrna and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the Town of Smyrna hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the Town of Smyrna Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit "B" and the Smyrna Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the Town of Smyrna Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the Town of Smyrna's agreement to the settlement of claims [and litigation] specifically related to the Purdue Settlement and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the Town of Smyrna Mayor is authorized to take such other action as necessary and appropriate to effectuate the Town of Smyrna's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of the Town of Smyrna, Tennessee requiring it.

ADOPTED this the day of , 2025.

EXECUTED BY: _____

Mary Esther Reed, Mayor

ATTEST: _____

Amber Hobbs, Town Clerk

Tennessee State-Subdivision Opioid Abatement Agreement:
Summary of 2025 Amendment 6

In addition to being asked to approve a bankruptcy plan for Purdue Pharma and to join a settlement to resolve claims against the Sackler family, Tennessee local governments are being asked to amend the Tennessee State-Subdivision Opioid Abatement Agreement to have the Agreement apply to the Purdue bankruptcy plan and Sackler family settlement. The proposed amendment is summarized below. The participation packet for the Purdue bankruptcy and Sackler settlement being sent to counties and qualifying municipalities by the national settlement administrator, Rubis, will also include a form to approve the amendment. This process for amending the State-Subdivision Agreement is the same as it was for amendments 1-5, which were approved in 2023 and 2024.

(Note: Separate from the materials related to the Purdue/Sackler settlement, this summer local governments will also be asked to join settlements with eight smaller-volume opioid manufacturers. At that time, subdivisions will be able to approve Amendment 7 to the State-Subdivision Agreement, which applies the terms of the Agreement to those settlements. Information on those settlements and Amendment 7 will be provided separately.)

Summary of Amendment 6:

The original and current language in the State-Subdivision Agreement describes the Purdue bankruptcy plan as an example of "Joint Abatement Bankruptcy Plans," which are addressed in Section V of the agreement. Section V allocates all funds received for abatement programs to the Tennessee Opioid Abatement Fund, rather than being split among the Abatement Fund, the State's General Fund, and the Subdivisions. For other reasons, last year the U.S Supreme Court voided the Purdue bankruptcy plan that existed at the time the State-Subdivision Agreement was drafted. The new bankruptcy plan takes a different approach in resolving the claims against the Sackler family. This new structure includes an agreement with the Sacklers, the Governmental Entity & Direct Settlement Agreement ("GESA"), that generally follows the settlement agreements with distributors, pharmacies and manufacturers that are defined as "Statewide Opioid Settlement Agreements" in the State-Subdivision Agreement. To address this change, Amendment 6 has abatement/remediation funds from the GESA and the Purdue estate distributions allocated pursuant to Section IV.A, so they will be disbursed the same way as funds for Statewide Opioid Settlement Agreements. The effect of the change is that all Tennessee remediation funds from the Sacklers and Purdue estate disbursements will be split 70% to the Opioid Abatement Fund, 15% to the General Fund, and 15% to the Subdivisions.

Following Page: Text of Amendments

On the next page is the text of Amendment 6, set out as it should appear in the Purdue settlement packet from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2025 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 6:

If the overall resolution of claims against Purdue Pharma and the Sackler family includes a Statewide Opioid Settlement Agreement (such as the Governmental Entity & Direct Settlement Agreement ("GESA")), then allocation of all abatement/remediation funds received for these claims shall be pursuant to Section IV.A of the Agreement, not Section V. Specifically, notwithstanding the references to Purdue in Section V and elsewhere in the initial Agreement language (which referred to a prior bankruptcy plan that is now void), abatement/remediation funds received pursuant to the GESA and pursuant to Purdue estate distributions (which are also addressed by the GESA) shall be allocated pursuant to Section IV.A. of the Agreement.

Note on adoption of amendment:

Amendment 6 shall be effective if approved as set forth in both Section IV.B.2 and VII.D of the Agreement.

Purdue/Sackler Settlement – Payment Information for Tennessee Subdivisions

If the Purdue bankruptcy plan and related settlement agreements become effective, the settlement payments and estate distributions for local governments will generally follow the same process as the prior national settlements. What is different is that there are two sources of funds: 1) the settlement payments being made by the Sackler family to resolve the direct claims against them ("Purdue Direct Settlement") and 2) the disbursements from the Purdue estate ("Purdue Estate Settlement"). This document walks through the maximum amounts that would be paid to Tennessee and its local governments from the Purdue Direct Settlement and the current estimated distributions from the Purdue Estate Settlement. It also explains how counties and municipalities receiving payments can calculate their estimated share of these payments.

While the payments from the two settlements will likely be combined when they are disbursed to the subdivisions, they are addressed separately below because the figures and distribution schedule for the Estate Settlement funds are much rougher estimates than those for the Direct Settlement and are based on different factors. As with the prior settlement agreements, the Direct Settlement payments will reflect earned incentives, calculated by state. The Estate Settlement payments are distributions that will reflect amounts available to the States and Subdivisions after other financial commitments have been addressed.

All participating counties and eligible municipalities will receive funds from both the Direct Settlement and Estate Settlement. With the adoption of Amendment 6 to the Tennessee State-Subdivision Opioid Abatement Agreement, the allocation of funds for the Estate Settlement for Tennessee Subdivisions will be the same as with the Direct Settlement payments. (Subdivisions are being asked to approve Amendment 6 at the same time they submit their participation forms for the Direct Settlement.)

All the payment information below assumes that the settlements and the bankruptcy plan become effective and that Amendment 6 to the State-Subdivision Agreement is adopted. We anticipate payments will begin in 2026, though the schedule depends on when the bankruptcy plan becomes effective.

A. Purdue Direct Settlement: Maximum payments to Tennessee and its Subdivisions

The chart and calculations for the Direct Settlement make the same assumptions that were made when information about prior settlements has been shared. First, the payment figures assume maximum payments. Because Tennessee has already amended its opioid settlement statutes to apply to a Purdue/Sackler agreement and bankruptcy plan– including the application of a statutory bar on the claims of governmental entities – we are confident that maximum payments will be earned as they have been for all other agreements. Second, the figures assume the Sacklers will make the full payments they will owe under the settlement. Finally, the figures also assume there will not be any prepayments, which is unlikely as the agreement allows for certain prepayments to be made and we expect that some will occur. So the actual annual payments will likely vary from the scheduled payments to reflect some prepayments.

Chart 1 shows the maximum abatement payments to be made to Tennessee and its Subdivisions from the Purdue Direct Settlement. As with other agreements, the Tennessee figure is split three ways, with 15% paid directly to local governments (the Subdivision Fund, highlighted in yellow), 15% paid to the State, and 70% paid to the State's Opioid Abatement Fund (highlighted in green). By statute, 35% of the Abatement Fund payment will be directed to counties by the Opioid Abatement Council.

There are 15 payments over 16 years, with the scheduled payments occurring annually.

Chart 1: Purdue Direct Settlement Maximum Payments

Payment	TN Total	TN 15% State Fund	TN 15% Subdivision Fund	TN 70% Abatement Fund
1	$10,573,608.99	$1,586,041.35	$1,586,041.35	$7,401,526.29
2	$6,292,628.86	$943,894.33	$943,894.33	$4,404,840.20
3	$7,632,822.55	$1,144,923.38	$1,144,923.38	$5,342,975.79
4	$6,156,679.27	$923,501.89	$923,501.89	$4,309,675.49
5	$3,439,376.42	$515,906.46	$515,906.46	$2,407,563.50
6	$2,111,084.42	$316,662.66	$316,662.66	$1,477,759.10
7	$2,226,308.42	$333,946.26	$333,946.26	$1,558,415.90
8	$2,256,421.05	$338,463.16	$338,463.16	$1,579,494.73
9	$2,390,665.34	$358,599.80	$358,599.80	$1,673,465.74
10	$3,680,126.21	$552,018.93	$552,018.93	$2,576,088.35
11	$4,071,432.08	$610,714.81	$610,714.81	$2,850,002.46
12	$4,071,432.08	$610,714.81	$610,714.81	$2,850,002.46
13	$4,071,432.08	$610,714.81	$610,714.81	$2,850,002.46
14	$8,036,964.04	$1,205,544.61	$1,205,544.61	$5,625,874.82
15	$8,036,964.04	$1,205,544.61	$1,205,544.61	$5,625,874.82
16	$8,036,964.04	$1,205,544.61	$1,205,544.61	$5,625,874.82
Total	**$83,084,909.89**	**$12,462,736.50**	**$12,462,736.50**	**$58,159,436.93**

B. Purdue Estate Settlement: Estimated Distributions to Tennessee and its Subdivisions

Under the bankruptcy plan and related agreements, a certain amount of estate distributions are anticipated and estimates have been made concerning the amounts and timing of those disbursements to each state. As stated above, these are just estimates and the actual annual payments will reflect available funds.

Chart 2 shows the estimated distributions for Tennessee and how they are allocated within the state. As with the Direct Settlement, the standard three-way split is applied with 15% paid directly to local governments (the Subdivision Fund, highlighted in yellow), 15% paid to the State, and 70% paid to the State's Opioid Abatement Fund (highlighted in green). By statute, 35% of the Abatement Fund payment will be directed to counties by the Opioid Abatement Council.

There are 15 payments over 16 years, with the scheduled payments occurring annually.

Chart 2: Purdue Estate Settlement - Estimated Distributions

Payment	TN Total	TN 15% State Fund	TN 15% Subdivision Fund	TN 70% Abatement Fund
1	$ 8,863,036.13	$1,329,455.42	$1,329,455.42	$6,204,125.29
2	$ 287,992.26	$43,198.84	$43,198.84	$201,594.58
3	$ 521,974.46	$78,296.17	$78,296.17	$365,382.12
4	$ 1,242,860.62	$186,429.09	$186,429.09	$870,002.44
5	$ 264,642.34	$39,696.35	$39,696.35	$185,249.64
6	$ 3,829,094.61	$574,364.19	$574,364.19	$2,680,366.23
7	$ 4,455,469.89	$668,320.48	$668,320.48	$3,118,828.93
8	$ 3,181,049.97	$477,157.50	$477,157.50	$2,226,734.97
9	$ 3,243,061.55	$486,459.23	$486,459.23	$2,270,143.09
10	$ 1,379,320.46	$206,898.07	$206,898.07	$965,524.32
11	$ 1,518,194.78	$227,729.22	$227,729.22	$1,062,736.34
12	$ 1,518,194.78	$227,729.22	$227,729.22	$1,062,736.34
13	$ 1,518,194.78	$227,729.22	$227,729.22	$1,062,736.34
14	$ 2,437,037.55	$365,555.63	$365,555.63	$1,705,926.29
15	$ 2,437,037.55	$365,555.63	$365,555.63	$1,705,926.29
16	$ 2,630,560.16	$394,584.02	$394,584.02	$1,841,392.12
Total	**$ 39,327,721.89**	**$5,899,158.28**	**$5,899,158.28**	**$27,529,405.30**

C. Calculating an individual Subdivision's maximum Subdivision Fund payment

Counties and municipalities eligible to receive payment from the Subdivision Fund are listed in Exhibit G to the Purdue Direct Settlement agreement, the Governmental Entity & Shareholder Direct Settlement Agreement. (A copy of the Tennessee subdivision allocation from Exhibit G is attached as Attachment A.) The Exhibit G subdivision list is the same list with the same allocations as those used in the J&J/Janssen settlement and all six national settlements approved since the J&J/Janssen settlement. The Exhibit G allocation percentages do not change.

To determine an individual subdivision's estimated total share of the Subdivision Fund payments for each of the two Purdue settlements, take the Subdivision Fund total payment amounts and multiply them by the subdivision's Exhibit G allocation percentage. For an overall total, add the two figures together.

For example, for Anderson County, with an Exhibit G allocation percentage of 1.2063249026%, the calculation would be:

Direct Settlement Amount (Chart 1): $12,462,736.50 × 1.2063249026% = $150,341.09
Estate Settlement Amount (Chart 2): $5,899,158.28 × 1.2063249026% = $71,163.02
Total Estimated Subdivision Fund Payments: $150,341.09 + $71,163.02 = $221,504.11

D. Calculating an individual county's maximum Abatement Fund distribution

In addition to their Subdivision Fund direct payment, counties will also receive a share of the Abatement Fund payments. The payments will go through the Opioid Abatement Fund, 35% of which will be disbursed to the counties.[1] A county's Abatement Fund allocation percentage for the Purdue settlements is the same as for the existing agreements. The current allocation percentages are listed in Attachment B. (By statute, these percentages will be updated every few years as set out in the Tennessee State-Subdivision Opioid Abatement Agreement.)

To determine an individual county's estimated total share of the Abatement Fund payments for each of the two Purdue settlements, take the Abatement Fund total payment amounts and multiply them by 35% to get the aggregate county share of the payments: for the Direct Settlement the county share is $20,355,802.92; for the Estate Settlement the county share is $9,635,291.85. Then multiply these figures by the county allocation percentage listed in Attachment B. (Again, this is a different percentage than the Subdivision Fund allocation.)

For example, for Anderson County, with an Abatement Fund county allocation percentage of 1.3529267%, the calculation would be:

Direct Settlement Amount (Chart 1): $20,355,802.92 × 1.3529267% = $275,399.09
Estate Settlement Amount (Chart 2): $9,635,291.85 × 1.3529267% = $130,358.44
Total Estimated Subdivision Fund Payments: $275,399.09 + $130,358.44 = $405,757.53

[1] The Opioid Abatement Council disburses the county share of the Abatement Fund payments after receiving payments for multiple settlements and combining them. This disbursement has occurred in the Spring, but there is no set date for it to occur.

Attachment A
Purdue/Sackler Exhibit G, Subdivision Direct Payment Allocations

County	Allocation Percentage
Anderson County	1.2063249026%
Arlington	0.0036566309%
Bartlett	0.0730561566%
Bedford County	0.5762663555%
Benton County	0.5216608068%
Bledsoe County	0.1398580820%
Blount County	1.9196465581%
Bradley County	1.0430217552%
Brentwood	0.0478208600%
Bristol	0.5426871150%
Campbell County	1.5974370559%
Cannon County	0.3205453949%
Carroll County	0.4438060785%
Carter County	0.8435596891%
Chattanooga	0.4981237028%
Cheatham County	0.8209998781%
Chester County	0.1751399118%
Claiborne County	1.1929412357%
Clarksville	0.2296815192%
Clay County	0.3261509170%
Cleveland	0.5531282252%
Cocke County	0.8746257470%
Coffee County	0.8953551698%
Collierville	0.0617375387%
Columbia	0.0390894158%
Cookeville	0.8404101920%
Crockett County	0.1232062476%
Cumberland County	0.8784847959%
Dandridge	0.0109089663%
De Kalb County	0.4478425886%
Decatur County	0.3607195939%
Decatur	0.0050599481%
Dickson County	0.8341347308%
Dyer County	0.4019088559%
Fayette County	0.3157083831%
Fentress County	0.5526714656%
Franklin	0.1089989646%
Franklin County	0.6323371108%
Gallatin	0.0760079674%
Gatlinburg	0.0507819668%

Germantown	0.0687501047%
Gibson County	0.4940695219%
Giles County	0.4604367666%
Grainger County	0.4671260668%
Greene County	1.2127967101%
Grundy County	0.3896858892%
Hamblen County	2.2614488604%
Hamilton County	4.2055530346%
Hancock County	0.2089065376%
Hardeman County	0.2150658408%
Hardin County	0.5683946644%
Hartsville-Trousdale	0.1139641522%
Hawkins County	1.0968095083%
Haywood County	0.1104263592%
Henderson County	0.2498867656%
Hendersonville	0.1137407554%
Henry County	0.6661685991%
Hickman	0.2804089244%
Houston County	0.1198735525%
Humphreys County	0.2441608982%
Jackson	0.0431370644%
Jackson County	0.2780985367%
Jefferson County	0.8912247367%
Johnson	1.0682855260%
Johnson County	0.2282065978%
Kingsport	0.9871149359%
Knox County	9.1809198144%
Knoxville	1.5417816888%
La Vergne	0.0518950147%
Lake County	0.0671464632%
Lauderdale County	0.2733775153%
Lawrence County	0.6992850503%
Lebanon	0.1110258247%
Lewis County	0.1528225920%
Lexington	0.0796867496%
Lincoln County	0.4060784411%
Loudon County	0.8992484296%
Lynchburg, Moore	0.0579106070%
Macon County	0.3091017000%
Madison County	0.8907256845%
Marion County	0.3637161259%
Marshall County	0.5422227344%
Maryville	0.3223901040%
Maury County	1.0772540178%
McMinn County	0.9297273747%
McNairy County	0.4269884656%

Meigs County	0.2016450737%
Memphis	4.9079216307%
Millington	0.0212200583%
Monroe County	0.7506735593%
Montgomery County	1.6758545682%
Morgan County	0.5132562715%
Morristown	0.3919462797%
Mount Juliet	0.0577622481%
Murfreesboro	0.7283549414%
Nashville-Davidson	8.9810236006%
Oak Ridge	0.9598050011%
Obion County	0.3198033491%
Overton County	0.5461670803%
Perry County	0.0857864664%
Pickett County	0.1471132648%
Pigeon Forge	0.0877322588%
Polk County	0.3220131560%
Putnam County	0.3930896023%
Rhea County	0.5404420504%
Ripley	0.0190759934%
Roane County	1.6361535854%
Robertson County	0.9333043197%
Rutherford County	2.5756978154%
Scott County	0.5189341096%
Sequatchie County	0.2433974548%
Sevier County	1.4412782095%
Shelby County	3.5255489082%
Smith County	0.5711842980%
Smyrna	0.1314691656%
Spring Hill	0.0244598773%
Stewart County	0.1459273147%
Sullivan County	1.4573397906%
Sumner County	1.7449087187%
Tipton County	0.6312749815%
Unicoi County	0.3464527663%
Union County	0.5606745148%
Van Buren County	0.0479172535%
Warren County	0.5719112694%
Washington County	1.1061046159%
Wayne County	0.2328717594%
Weakley County	0.3874777573%
White County	0.4162394991%
Williamson County	1.6843304984%
Wilson County	1.4019072760%
Total	**100.0000000%**

Attachment B
Tennessee Initial Opioid Abatement Fund County Allocation Percentages

County	Allocation Percentage
Anderson	1.3529267%
Bedford	0.7147711%
Benton	0.2558695%
Bledsoe	0.2225720%
Blount	2.0533524%
Bradley	1.4648524%
Campbell	0.7492480%
Cannon	0.2830317%
Carroll	0.3845316%
Carter	0.8133771%
Cheatham	0.9247968%
Chester	0.2164707%
Claiborne	0.5410868%
Clay	0.1396219%
Cocke	0.6453452%
Coffee	0.9292878%
Crockett	0.1655486%
Cumberland	0.9377659%
Davidson	10.8999846%
Decatur	0.1784083%
DeKalb	0.3791980%
Dickson	0.9733390%
Dyer	0.4779140%
Fayette	0.5229554%
Fentress	0.3672900%
Franklin	0.6164429%
Gibson	0.6441719%
Giles	0.4460273%
Grainger	0.3563783%
Greene	1.0622152%
Grundy	0.2677408%
Hamblen	0.9270873%
Hamilton	4.7857829%
Hancock	0.1108552%
Hardeman	0.3326917%
Hardin	0.4285971%
Hawkins	0.9214592%
Haywood	0.1952676%
Henderson	0.3890979%
Henry	0.4744302%

Hickman	0.4816033%
Houston	0.1578236%
Humphreys	0.2902618%
Jackson	0.2202072%
Jefferson	0.7742937%
Johnson	0.2220085%
Knox	7.9971725%
Lake	0.1130733%
Lauderdale	0.3225823%
Lawrence	0.6708883%
Lewis	0.2126860%
Lincoln	0.4758274%
Loudon	0.7783832%
Macon	0.3743831%
Madison	1.1728499%
Marion	0.4562305%
Marshall	0.5351692%
Maury	1.3766506%
McMinn	0.8186667%
McNairy	0.3515796%
Meigs	0.1905215%
Monroe	0.6757426%
Montgomery	3.1176576%
Moore	0.0950776%
Morgan	0.3914142%
Obion	0.4278681%
Overton	0.3774135%
Perry	0.1400999%
Pickett	0.0775687%
Polk	0.2477589%
Putnam	1.1154615%
Rhea	0.5123362%
Roane	0.9738860%
Robertson	1.2118923%
Rutherford	4.8157438%
Scott	0.3389911%
Sequatchie	0.2451811%
Sevier	1.5771190%
Shelby	11.3894382%
Smith	0.3466744%
Stewart	0.2587489%
Sullivan	2.3419111%
Sumner	2.8691118%
Tipton	0.8476023%
Trousdale	0.2031046%
Unicoi	0.2910812%

Union	0.3348429%
Van Buren	0.0893332%
Warren	0.6471045%
Washington	1.6866631%
Wayne	0.2500918%
Weakley	0.4660285%
White	0.4417949%
Williamson	2.4813940%
Wilson	2.1692092%
Total	**100.0000000%**

Purdue Opioid Settlement: Summary for Tennessee Municipalities

Representatives for states, local governments, and other Purdue creditors have reached a set of settlement agreements to resolve the bankruptcy case and opioid-related claims against the Sackler family. If the settlements and bankruptcy plan become effective, subdivisions will receive funds from two sources: 1) settlement payments from the Sackler family to resolve the direct claims against them ("Purdue Direct Settlement"), and 2) distributions from the Purdue estate ("Purdue Estate Settlement"). Combined, these agreements are estimated to provide up to $122 million in payments to Tennessee and its subdivisions over 15 years, though the actual payments could vary significantly. All states are participating, but **for the agreements to become effective, a critical mass of subdivisions must join the Purdue Direct Settlement by September 30, 2025**.

- The Purdue Direct Settlement (the Governmental Entity & Shareholder Direct Settlement Agreement or "GESA") has the same basic structure as the eight prior opioid settlements, which all counties and all municipalities eligible to receive payments joined. The joinder process will be as it was for those settlements, with subdivision sign-on being coordinated by Rubris, which communicates with subdivisions via email as the "Implementation Administrator." The administrator will send participation forms to join the settlement. Subdivisions will also be asked to approve an amendment to the Tennessee State-Subdivision Opioid Abatement Agreement so that the standard allocation provisions apply to all payments.

- The allocation and use of funds from these settlements are controlled by the settlement agreement, statutory provisions, and the State-Subdivision Agreement. Certain municipalities are eligible to receive settlement payments in addition to benefiting from programs funded by their counties and the independent Tennessee Opioid Abatement Council. The Purdue settlements use the same Exhibit G direct payment list being used for the J&J/Janssen agreement and the last six national settlements. Please note that not all municipalities are eligible for direct payments, even if they are being asked to support the settlement by participating.

- Maximum payments for the Direct Settlement are dependent on all incentives being reached. Earlier this year, the state's opioid settlement statutes were amended to apply to the Purdue settlement and bankruptcy plan in the same manner as they do the earlier settlements. The amended statutes allow for the release of all state and subdivision claims against the company and the Sacklers if the settlement becomes effective. This process should ensure maximum payments.

- If maximum payments are earned, the Direct Settlement would pay up to $12.4 million directly to Tennessee counties and municipalities from the Subdivision Fund. Additionally, it is estimated that the Estate Settlement will produce about $5.9 million in Subdivision Fund distributions to counties and municipalities during the 15-year payment period.

- If maximum payments are earned, $58 million of the Direct Settlement funds would be paid to the Tennessee Opioid Abatement Fund and dedicated to future opioid abatement. Pursuant to the legislation, 35% of these funds—approximately $20.3 million—would be allocated to counties. Additionally, it is estimated that the Estate Settlement will produce about $27.5 million in disbursements to the Tennessee Opioid Abatement Fund, with $9.6 million directed to counties.

- It is vital that subdivisions join the settlement before the **September 30, 2025 deadline**. A subdivision's joinder not only helps reach the critical mass of participation needed for the settlements to become effective, but it also makes the subdivision eligible for its maximum payments.

- The settlement agreement, the Tennessee State-Subdivision Agreement, and additional information can be found on the Attorney General website: https://www.tn.gov/attorneygeneral/working-for-tennessee/filings-of-interest/opioids.html. Information on the joinder process and additional materials about the settlements can be found on the national settlement website: https://nationalopioidsettlement.com.

GOVERNMENTAL ENTITY

& SHAREHOLDER

DIRECT SETTLEMENT AGREEMENT[1]

BY AND AMONG

[●]

[_____], 2025

[1] **NTD**: This draft is a work in progress which is subject to ongoing review and discussion and will need to be revised as all definitive documents evolve. Internal cross-references to be confirmed when revisions are complete.

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[2] NTD: Exhibit list to be conformed/finalized.

GOVERNMENTAL ENTITY & SHAREHOLDER SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of [●], 2025 (the "Agreement"), sets forth the terms of settlement between and among the Settling States, the MDT, solely as of the Effective Date, with respect to Article 4, or otherwise as expressly set forth herein, the Participating Subdivisions, and the Payment Parties (as those terms are defined below). Upon the Effective Date and satisfaction of the conditions set forth in Article 2 and Article 8, this Agreement will be binding on the Settling States, Participating Subdivisions and the Payment Parties. This Agreement will then be filed as part of a Consent Judgment in the respective courts of each of the Settling States, pursuant to the terms set forth in Article 8.

This Agreement addresses and resolves the Settling State and Participating Subdivision alleged direct claims against the Shareholder Released Parties and claims against the Released Parties. However, it is only one part of a set of agreements addressed through the Plan. Party obligations and agreement terms are also addressed in the Plan and its related documents, including the Master Settlement Agreement and the Governmental Remediation Trust Agreement; provided, that (i) in the event of any conflict between this Agreement and the Governmental Remediation Trust Agreement, the terms of this Agreement shall govern; (ii) in the event of any conflict between this Agreement and the Master Settlement Agreement, relating to payment determinations pursuant to this Agreement, enforcement, and/or release terms set forth herein, the terms of this Agreement shall govern, (iii) in the event of any other conflict between this Agreement and the Master Settlement Agreement, the terms of the Master Settlement Agreement shall govern, and (iv) in the event of any conflict between this Agreement and the Plan or Confirmation Order (a) with respect to any matter affecting, or a dispute involving, a party that is not a Party or otherwise bound by this Agreement, the Plan or Confirmation Order shall govern, as applicable, and (b) with respect to all other matters, this Agreement shall govern. This Agreement shall not be enforced against any Person not party to or otherwise bound by this Agreement. The determination of whether there is any inconsistency between this Agreement and the Plan or Confirmation Order shall be made by the Bankruptcy Court.

ARTICLE 1.
DEFINITIONS; INTERPRETATION PROVISIONS

Section 1.01 Unless otherwise specified, the following definitions apply:

"A-Side Payment Party" has the meaning set forth in the Master Settlement Agreement.

"Accelerated Payment States" means certain States that qualify for an accelerated payment schedule with Annual Remediation Payments being made over nine or ten Payment Dates. If they become Settling States, Connecticut and Oregon are scheduled to receive payments through Payment Date 9; and Kentucky, Maine, Nevada, New Hampshire, New Mexico, Utah, West Virginia and the Oklahoma Subdivisions (to the extent they are Participating Subdivisions) are scheduled to receive payments through Payment Date 10.

"Advisory Committee" has the meaning set forth in Section 5.05(b)(iv).

"Agreement" means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

"Alleged Harms" means the alleged past, present, and future financial, societal, public nuisance, and other harms, as well as any expenditures related to the foregoing, arising out of the conduct, omission, or liability of the Debtors and relating to Covered Conduct, including the alleged use, misuse, and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have

allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Shareholder Released Parties.

"Allocation Statute" means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that Settling State and/or its Subdivisions. An Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

"Annual Fees Payment" means the amounts payable by the Payment Groups on each Payment Date comprised of the State Direct Expenses payment and the Local Government Costs and Expenses Fund payment as determined pursuant to this Agreement, and not including the Annual Remediation Payment. For the avoidance of doubt, the Annual Fees Payment does not include amounts designated pursuant to Section 5.9 of the Plan as attorneys' fees and costs based on Estate Distributions.

"Annual Remediation Payment" means the amounts owing pursuant to the Master Settlement Agreement by the Payment Groups on each Payment Date as determined pursuant to this Agreement and comprised of the Base Payments and Incentive Payments. For the avoidance of doubt, the Annual Remediation Payment does not include amounts owning pursuant to the Master Settlement Agreement for Estate Distributions.

"Appropriate Official" has the meaning set forth in Section 13.06(c).

"Authorized Action" has the meaning set forth in Section 13.25(c).

"B-Side Payment Party" has the meaning set forth in the Master Settlement Agreement.

"Bankruptcy Cases" has the meaning set forth in the Master Settlement Agreement.

"Bankruptcy Code" has the meaning set forth in the Master Settlement Agreement.

"Bar" means either: (1) a law barring or having the effect of barring Subdivisions in a Settling State from maintaining Shareholder Released Claims against Shareholder Released Parties (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the Settling State (or, in a Settling State with a single intermediate court of appeals, the intermediate court of appeals) when setting forth the general principle that Subdivisions in the Settling State may not maintain any Shareholder Released Claims against Shareholder Released Parties, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Shareholder Released Party (apart from the Annual Remediation Payments by any Payment Group under this Agreement) shall not constitute a Bar.

"Base Payment" has the meaning set forth in Section 4.05.

"Business Day" means a day, other than Saturday, Sunday or a federal holiday.

"Case-Specific Resolution" means either: (1) a law barring or having the effect of barring the Subdivision at issue from maintaining any Shareholder Released Claims against any Shareholder Released Parties (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the

Subdivision may not maintain any Shareholder Released Claims at issue against any Shareholder Released Parties, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Shareholder Released Party (apart from the annual payments by any Payment Group under this Agreement) shall not constitute a Case-Specific Resolution.

"Cause of Action" means any Claim, action, class action, claim, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys' fees and expenses, account, defense, remedy, offset, power, privilege, license or franchise, in each case, of any kind, character or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, allowable or disallowable, Allowed or Disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam or otherwise, whether arising before, on or after the Petition Date, arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, at law, in equity or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter ego, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation and joint liability, regardless of where in the world accrued or arising. For the avoidance of doubt, "Cause of Action" expressly includes (i) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, (ii) any right of setoff, counterclaim or recoupment and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity, (iii) the right to object to or otherwise contest Claims or Interests, (iv) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code, (v) any claim or defense, including fraud, mistake, duress and usury and any other defense set forth in section 558 of the Bankruptcy Code, and (vi) any claim under any state or foreign law, including for the recovery of any fraudulent transfer or similar theory.

"Claim" has the meaning set forth in the Plan.

"Claim-Over" means a Cause of Action asserted by a Non-Shareholder Released Party against a Shareholder Released Party or, as applicable, Released Party on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

"Co-Defendants" has the meaning set forth in the Plan.

"Compensatory Restitution Amount" means the aggregate amount paid or incurred by or on behalf of any Payment Party hereunder for Opioid Remediation, which includes each Annual Remediation Payment and does not include amounts paid as attorneys' fees and costs or identified pursuant to Section 5.02(b) as being used to pay attorneys' fees, investigation costs or litigation costs, which shall be up to the amount of the Total Maximum Remediation Payment.

"Confirmation Order" has the meaning set forth in the Plan.

"Consent Judgment" means a consent judgment in a form to be agreed by the Settling States and the Sackler Parties' Representative prior to the Effective Date that, among other things, (1) approves this Agreement and (2) reflects the release set forth in Section 10.01, including the dismissal with prejudice of any Shareholder Released Claims that the Settling State has brought against Shareholder Released Parties

or, as applicable, the Released Parties, provided, that notwithstanding the foregoing, any such dismissal may be subject to pursuit by the MDT of a Release Remedy (as defined in the Master Settlement Agreement) under the Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to a Payment Party.

"Covered Conduct" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the Plan Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity) relating in any way to (1) compounding, counseling or documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Shareholder Released Parties or physicians or pharmacists identified by any Shareholder Released Party as potentially engaging in suspicious or problematic conduct; or (5) diversion control programs or suspicious order monitoring.

"Debtors" means Purdue Pharma L.P., Purdue Pharma Inc., Purdue Transdermal Technologies L.P., Purdue Pharma Manufacturing L.P., Purdue Pharmaceuticals L.P., Imbrium Therapeutics L.P., Adlon Therapeutics L.P., Greenfield BioVentures L.P., Seven Seas Hill Corp., Ophir Green Corp., Purdue Pharma of Puerto Rico, Avrio Health L.P., Purdue Pharmaceutical Products L.P., Purdue Neuroscience Company, Nayatt Cove Lifescience Inc., Button Land L.P., Rhodes Associates L.P., Paul Land Inc., Quidnick Land L.P., Rhodes Pharmaceuticals L.P., Rhodes Technologies UDF LP, SVC Pharma LP, and SVC Pharma Inc (each, a "Debtor").

"Designated State" means New York.

"Effective Date" means the Plan Effective Date unless it is extended by written agreement of the Sackler Parties' Representative and the MDT Advisory Council.

"Eligible States" means all States except for Oklahoma, which has a preexisting settlement. Oklahoma Subdivisions are eligible to participate pursuant to Exhibit H.

"Emergence Payment States" means certain States that, if they become Settling States and qualify for Incentive Payment A, are scheduled to receive their full Statewide Payment Amount on Payment Date 1. These states are Delaware, the District of Columbia, Rhode Island, and Vermont.

"Estate Causes of Action" means, in each case whether or not asserted, any and all Causes of Action that any Debtor or its Estate may have, hold, or control, or be entitled to assert, or that any Person may be entitled to assert, currently or in the future, by, through, under, or on behalf of any Debtor or its Estate, and each of their respective successors or assigns, including, without limitation, any and all Causes of Action that: (i) were included in the proposed complaint filed by the Creditors' Committee [D.I. 6685-2]; (ii) seek to avoid or recover any transfer of property or value by any Debtor or its Estate, or to avoid any obligation incurred by any Debtor or its Estate, including on a theory of fraudulent transfer, fraudulent conveyance, preference, turnover, unjust enrichment, constructive trust, or conversion; (iii) arise from an injury suffered by a Debtor, including Causes of Action arising from a breach of fiduciary duty, mismanagement, corporate waste, or similar theories arising out of a Person's ownership, management, oversight, operation, status,

tenure, conduct, omission, liability, action, or inaction at any time as a stockholder, affiliate, owner, partner, member, manager, director, officer, employee, servant, agent, representative, attorney, creditor, successor, assign, or other relationship with a Debtor or any of its predecessors; (iv) arise from disregarding the separateness of any Debtor or its Estate or imputing the liability of any Debtor or its Estate to another Person, including on a theory of successor liability, vicarious liability, respondeat superior, alter ego, veil piercing, agency, control person liability, or joint venture; (v) arise from a common injury that (a) could be asserted by creditors of a Debtor or its Estate or (b) arises from a breach of duty owed to a Debtor or its Estate; (vi) are property of any Debtor or its Estate or can be asserted, settled, or released by any Debtor or its Estate under the Bankruptcy Code or other applicable law; or (vii) are other derivative claims duplicative of any of the foregoing. Estate Causes of Action shall not include any Cause of Action arising from a breach by a non-Debtor of a legally cognizable duty or statutory prohibition – including not to engage personally in fraud, misrepresentation, or misconduct that causes a nuisance, in each case under consumer protection laws and like regulatory laws or statutes (such as UDAP laws) or the common law – which duty or statutory obligation is owed by such non-Debtor directly to the Person asserting such Cause of Action (or to the citizenry on whose behalf such Person is charged to act), where the injury caused by such breach is particular to the Person asserting such Cause of Action (or the citizenry on whose behalf such Person is charged to act) and is not an injury common to creditors of the Debtor or its Estate.

"Estate Distributions" has the meaning set forth in the Plan.

"Excluded Claim" means (i) any criminal action or criminal proceeding arising under a criminal provision of any statute instituted (A) by a Domestic Governmental Entity (as defined in the Plan) that has authority to bring such a criminal action or criminal proceeding, and (B) to adjudicate a person's guilt or to set a convicted person's punishment; (ii) any Cause of Action against a non-Debtor Person (as defined in the MSA) by any federal, state or local authority with respect to taxes (other than tax laws targeting Covered Conduct[3]) imposed on such non-Debtor Person; (iii) any Estate Cause of Action (as defined in the Plan) that the applicable Releasor does not have authority to release or bring or any Cause of Action against an Excluded Party (as defined in the Plan); (iv) any Cause of Action against any Person to the extent based on the actual conduct of such Person after the Settlement Effective Date (as defined in the MSA); (v) any Cause of Action against Persons or Entities who are not Released Parties or Shareholder Released Parties; (vi) any Cause of Action belonging to private individuals or private entities; or (vii) any claim arising under the Plan, the Master Settlement Agreement, or this Agreement for enforcement of the Plan, the Master Settlement Agreement, or this Agreement; (viii) any claim, potential claim or a cause of action held by a Domestic Governmental Entity (as defined under the Plan) against any (A) Co-Defendants or their insurers, including for the avoidance of doubt, any Settling Co-Defendant or their insurers, or any (B) pharmacy benefit manager (including any entity or third-party administrator of prescription drug programs) that is not a Shareholder Released Party.

"Fee Reimbursement Order" means the *Order Authorizing the Debtors to Assume the Reimbursement Agreement and Pay the Fees and Expenses of the Ad Hoc Committee's Professionals* [Dkt. No. 553] entered in the Bankruptcy Cases.

[3] Provided, however, that none of the following as currently enacted shall be considered a tax law targeting Covered Conduct: 16 Del. Code Chapter 48B; fees assessed by the Minnesota Board of Pharmacy under Minnesota Statutes section 151.065; any penalty assessed under Minnesota's Opiate Product Registration Fee law, Minnesota Statutes section 151.066; the Minnesota Care Wholesale Drug Distributor and Use Tax, Minnesota Statutes section 292.52;the Excise Tax on sale of Opioids, Article 20-D of New York's Tax Law; the Opioid Stewardship Act, Article 33,Title 2-A of New York's Public Health Law; and Rhode Island's Opioid Stewardship Act, R.I. Gen. Laws §§21-28.10, et seq.

"Final Dispute Response Notice" has the meaning set forth in Section 4.04(c)(ii).

"Fire District" shall correspond to Special Districts categorized by the U.S. Census Bureau under the function name (a) "Local Fire Protection" or (b) "Fire Protection and Water Supply."

"General Purpose Government" means the three types of local governments recognized by the U.S. Census Bureau as "General Purpose" – county, municipal, and township governments – and match its 2017 list of Governmental Units. [4] This includes, but is not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government.

"Governmental Remediation Trust" has the meaning set forth in the Plan.

"Governmental Remediation Trust Agreement" has the meaning set forth in the Plan.

"Health District" shall correspond to Special Districts categorized by the U.S. Census Bureau under the function name "Health."

"Hospital District" shall correspond to Special Districts categorized by the U.S. Census Bureau under the function name "Hospital."

"Hospital Shareholder Direct Settlement Agreement" has the meaning set forth in the Plan.

"Implementation Administrator" means Rubris, Inc., which is the vendor to be retained, prior to the Effective Date, pursuant to the Fee Reimbursement Order F, and, as applicable, following the Effective Date, by the MDT, to provide notice pursuant to Section 7.01 and to manage the initial joinder period for Subdivisions, including the issuance and receipt of Subdivision Settlement Participation Forms.

"Incentive B Eligible Subdivisions" has the meaning set forth in Section 4.06(e)(iii)(B).

"Incentive C Eligible Subdivisions" has the meaning set forth Section 4.06(f)(iii)(B).

"Incentive Payment" means each of Incentive Payment A, Incentive Payment B, Incentive Payment C and Incentive Payment D made to the Settling States pursuant to their eligibility to receive such payment, as applicable.

"Incentive Payment A" means the incentive payment described in Section 4.06(d).

"Incentive Payment A Catch-up Payment" has the meaning set forth in Section 4.06(d)(v).

"Incentive Payment B" means the incentive payment described in Section 4.06(e).

"Incentive Payment C" means the incentive payment described in Section 4.06(f).

"Incentive Payment D" means the incentive payment described in Section 4.06(g).

"Incentive Payment D Lookback Date" has the meaning set forth in Section 4.06(g)(iv).

[4] All such entities are found on the "General Purpose" tab of the Census Bureau's 2017 Government Units Listing spreadsheet available at https://www2.census.gov/programs-surveys/gus/datasets/2017/govt_units_2017.ZIP.

"Incentive Payment Final Eligibility Date" means with respect to a Settling State, the date that is ninety (90) calendar days prior to the Payment Date for Payment Date 4, unless the Sackler Parties' Representative, the MDT Advisory Council, and the relevant Settling State agree to allow Incentive Payments for a Settling State to be adjusted for a Later Participating Subdivision that becomes a Participating Subdivision after the Incentive Payment Final Eligibility Date.

"Initial Participating Subdivision" means a Subdivision that meets the requirements set forth in Section 7.04.

"Initial Subdivision Participation Date" means the ninetieth (90^{th}) calendar day immediately following Preliminary Agreement Date, unless it is extended by written agreement of the Sackler Parties' Representative, the States' AG Negotiating Group, the MDL PEC, and the MSGE Group.

"Injunctive Relief Terms" means the terms described in Article 3.

"Later Litigating Subdivision" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Shareholder Released Claim against a Shareholder Released Party after the Initial Subdivision Participation Date and had not previously filed a lawsuit against a Debtor; or (2) adds a Shareholder Released Claim against a Shareholder Released Party after the Initial Subdivision Participation Date to a lawsuit brought before the Initial Subdivision Participation Date that, prior to the Initial Subdivision Participation Date, did not include any Shareholder Released Claims against a Shareholder Released Party or any Causes of Action against a Debtor that would otherwise constitute a Shareholder Released Claim if asserted against a Shareholder Released Party; or (3) (a) was a Litigating Subdivision whose Shareholder Released Claims against Shareholder Released Parties were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Initial Subdivision Participation Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Initial Subdivision Participation Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that Settling State that includes a Shareholder Released Claim against a Shareholder Released Party or one hundred eighty (180) calendar days from the Revocation Event passes without a Bar or Case-Specific Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Shareholder Released Claims being dismissed; (4) (a) was a Litigating Subdivision whose Shareholder Released Claims against Shareholder Released Parties were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Initial Subdivision Participation Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Initial Subdivision Participation Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Shareholder Released Claim against a Shareholder Released Party other than seeking a stay or dismissal; or (5) was a Prior Litigating Subdivision and subsequently files a lawsuit bringing a Shareholder Released Claim against a Shareholder Released Party after the Initial Subdivision Participation Date.

"Later Participating Subdivision" means a Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section 7.05.

"Library District" shall correspond to Special Districts categorized by the U.S. Census Bureau under the function name "Libraries."

"Litigating Subdivision" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that brought any Shareholder Released Claim against any Debtor and/or any Shareholder Released Party in connection with Covered Conduct on or prior to the Initial Subdivision Participation Date; *provided, however,* that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a

Litigating Subdivision. Exhibit C is an agreed list of all Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

"Litigation Costs" has the meaning set forth in the Master Settlement Agreement.

"Local Government Costs and Expenses Fund" has the meaning set forth in the Plan.

"Master Disbursement Trust" or "MDT" has the meaning set forth in the Plan.

"Master Settlement Agreement" or "MSA" means that certain Master Settlement Agreement entered into by and among the MDT and each of the parties listed pursuant to the Exhibits A and B of the Master Settlement Agreement and PRA L.P. on or about the date hereof, as it may be amended or supplemented from time to time.

"Maximum Annual Remediation Payment" means the maximum Annual Remediation Payment payable pursuant to the Master Settlement Agreement on a Payment Date by the Payment Groups.

"MDL PEC" means the MDL Plaintiffs' Executive Committee as defined in the Plan.

"MDT Advisory Council" has the meaning set forth in the Plan.

"MDT Segregated Account" means a segregated account of the MDT to be used in accordance with Section 4.04.

"MSGE Group" means the Multi-State Governmental Entities Group as defined in the Plan.

"National Arbitration Panel" means the panel comprised as described in Section 6.06(b)(ii).

"National Disputes" has the meaning set forth in Section 6.06(b)(i).

"Non-Federal Acute Care Hospital" has the meaning set forth in the Plan.

"Non-Litigating Subdivision" means any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

"Non-Litigating Threshold Subdivision" means any Subdivision that is a General Purpose Government and that is not otherwise a Litigating Subdivision and (1) (a) filed a timely proof of claim against the Debtors in the Bankruptcy Cases pursuant to the applicable deadline set forth in the *Order Establishing (I) Deadlines for Filing Proofs of Claim and Procedures Relating Thereto, (II) Approving the Proof of Claim Forms, and (III) Approving the Form and Manner of Notice Thereof, Case No.*, Purdue Pharma L.P. *et al.*, 19-23649 (Bankr. S.D.N.Y. Feb. 3, 2020) [Dkt. No. 800] and (b) is a Primary Subdivision or (2) was a "Litigating Subdivision" or "Later Litigating Subdivision" under any of the Prior National Settlements as of the Initial Subdivision Participation Date. Attached as Exhibit W is a list of the Non-Litigating Threshold Subdivisions in each Eligible State. Exhibit W will be updated (including with any corrections) periodically, and a final version of Exhibit W will be attached hereto as of the Reference Date.

"Non-Participating Subdivision" means any Subdivision that is not a Participating Subdivision.

"Non-Party Covered Conduct Claim" means a Cause of Action against any Non-Shareholder Released Party involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Shareholder Released Party).

"Non-Party Settlement" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Shareholder Released Party.

"Non-Settling State" means any Eligible State that is not a Settling State.

"Non-Shareholder Released Party" means an entity that is not a Shareholder Released Party or Released Party.

"Oklahoma Subdivisions" means [Subdivisions within Oklahoma as specified in Exhibit H].[5]

"Opioid Remediation" means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures[6] except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products in the Settling States, (2) treat or mitigate opioid use or related disorders in the Settling States, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic in the Settling States. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses in connection with the above.

"Participating Subdivision" means any Subdivision that meets the requirements for becoming a Participating Subdivision under Section 7.02 and Section 7.03. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

"Parties" means the Payment Parties, the Settling States and, solely as of the Effective Date, with respect to Article 4, or otherwise as expressly set forth herein, the MDT (each, a "Party").

"Payment Date" means each date on which a payment is required to be made by a Payment Group pursuant to the terms of the Master Settlement Agreement.

"Payment Group" has the meaning set forth in the Master Settlement Agreement.

"Payment Party" means an A-Side Payment Party or a B-Side Payment Party.

"Plan" refers to the chapter 11 plan filed by the Debtors and has the meaning set forth in the Master Settlement Agreement.

"Plan Effective Date" has the meaning set forth in the Master Settlement Agreement.

"Preliminary Agreement Date" has the meaning set forth in Section 2.02.

"Preliminary Payment Determination" has the meaning set forth in Section 4.04(c).

"Primary Fire Districts" shall mean Fire Districts that cover a population of 25,000, or 0.20% of a State's population if a State's population is greater than 18 million. If not easily calculable from state data

[5] Provisions related to Oklahoma Subdivisions are further addressed in Exhibit H.

[6] Reimbursement includes amounts paid to any governmental entities for past expenditures or programs.

sources and agreed to between the State and the Sackler Parties' Representative, a Fire District's population is calculated by dividing the population of the county or counties a Fire District serves by the number of Fire Districts in the county or counties. For Settling States that earned Incentive A in the July 21, 2021 Janssen Settlement Agreement, Primary Fire Districts are presumptively the list agreed to between the Settling State and Janssen.

"Primary Subdivision" means a Subdivision that is a General Purpose Government with population over 10,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each Eligible State.

"Prime Rate" means the rate of interest per annum from time to time published in the money rates section of The Wall Street Journal or any successor publication thereto as the "prime rate" then in effect; *provided*, that if such rate of interest, as set forth from time to time in the money rates section of The Wall Street Journal, becomes unavailable for any reason, the "Prime Rate" shall mean the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. or its successor as its prime rate in effect at its principal office in New York City (or the location of its successor's headquarters).

"Prior Litigating Subdivision" means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof,) that brought any Shareholder Released Claim against any Debtor and/or any Shareholder Released Party prior to the Initial Subdivision Participation Date and all such Debtor and Shareholder Released Claims were separately settled, were dismissed through a final order that is not subject to appeal so that there are no such active claims by the Subdivision (or Subdivision official), including through an order that substitutes another party for the Subdivision (or Subdivision official) or were finally adjudicated prior to the Initial Subdivision Participation Date; provided, however, that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, the Sackler Parties' Representative and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision. Any entity that otherwise would qualify as a Prior Litigating Subdivision that subsequently brings a Shareholder Released Claim against any Debtor and/or any Shareholder Released Party shall not be considered a Prior Litigating Subdivision.

"Prior National Settlements" means each of (1) the July 21, 2021 Settlement Agreement concerning McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; (2) the July 21, 2021 Janssen Settlement Agreement; (3) the November 14, 2022 Walmart Settlement Agreement; (4) the November 22, 2022 Allergan Settlement Agreement; (5) the November 22, 2022 Teva Settlement Agreement; (6) the December 9, 2022 Walgreens Settlement Agreement; (7) the December 9, 2022 CVS Settlement Agreement; and (8) the March 22, 2024 Kroger Settlement Agreement.

"Prior Settling Subdivision" means a Subdivision that has fully resolved its claims with Shareholder Released Parties outside of this Agreement.

"Pro Rata" means, with respect to any Payment Group on a Payment Date, the portion of an Annual Remediation Payment or Annual Fee Payment, as applicable, assigned to such Payment Group pursuant to Exhibit M-X.

"Products" means any and all products developed, designed, manufactured, marketed or sold, in research or development, or supported by, the Debtors, whether work in progress or in final form, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such product, including, but not limited to (a)any such products that are: (i) an opioid or opiate, as well as any product containing any such substance; or (ii) benzodiazepine, carisoprodol, or gabapentin; or (iii) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates and (b) any such

product consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

"Proofs of Claim" has the meaning set forth in the Plan.

"Purdue" means Purdue Pharma L.P.

"Reference Date" means the date on which the Sackler Parties' Representative shall provide to the States' AG Negotiating Group, the MDL PEC, and the MSGE Group the Sackler (Subdivision) Participation Notice of its election to proceed pursuant to Section 8.03.

"Release" means, with respect to a Settling State, a release in the form attached hereto as Exhibit V, and with respect to a Participating Subdivision, the release granted pursuant to the Subdivision Settlement Participation Form.

"Released Claims" has the meaning set forth in Exhibit [V] or Exhibit [K], as applicable.

"Released Parties" means, collectively, (i) the Debtors, and (ii) each of the Debtors' Related Parties, solely in their respective capacities as such; *provided*, *however*, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party (as defined in the Plan) or Shareholder Release Snapback Party (as defined in the Plan) shall be a Released Party in any capacity or respect. For purposes of this definition of "Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party. For the avoidance of doubt, "Released Party" shall not include any Co-Defendants or their insurers, including for the avoidance of doubt any Settling Co-Defendant or their insurers.

"Releasors" means the State Releasors and the Subdivision Releasors.

The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision.

"Remediation Accounts Fund" means the component of the Settlement Fund described in Article 5.

"Revocation Event" means with respect to a Bar, Settlement Class Resolution, or Case- Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Shareholder Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

"Sackler Parties' Representative" means Plerus AB LLC, a limited liability company organized under the laws of Delaware.

"Sackler (States) Participation Initial Deadline" has the meaning set forth in Section 2.02.

"Sackler (States) Participation Notice" has the meaning set forth in Section 2.02.

"Sackler (Subdivision) Participation Notice" means the notice delivered by the Sackler Parties' Representative to the States' AG Negotiating Group, the MDL PEC, and the MSGE Group pursuant to which the Sackler Parties' Representative elects to proceed with this Agreement based on the satisfaction (which shall be determined at the Sackler Parties' Representative's sole discretion) of the conditions set forth in Article 8.

"Sackler Party" has the meaning set forth in the Master Settlement Agreement.

"School District" shall correspond to Special Districts categorized by the U.S. Census Bureau under the tab "School District" or "DEP School District."

"Separately Settling Payment Group" has the meaning set forth in Section 13.04(b).

"Settlement Class Resolution" means a class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that Settling State that (1) conforms with that Settling State's statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that Settling State and such order has become a final order; (3) is binding on all Non-Participating Subdivisions in that Settling State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Shareholder Released Claims against any Shareholder Released Parties, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on a Payment Party or Shareholder Released Party other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that Settling State opt out. In seeking certification of any Settlement Class Resolution, the applicable Settling State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

"Settlement Administrator" means BrownGreer PLC, or such other entity as may be engaged, prior to the Effective Date, pursuant to the Fee Reimbursement Order, or by the MDT from and after the Effective Date (in each case, subject to the reasonable consent of the Sackler Parties' Representative), as a representative of the Governmental Remediation Trust (as defined in the Plan) that annually determines the Annual Remediation Payment (including calculating offset or reduction Incentive Payments pursuant to Article 4 and any amounts subject to offset or reduction pursuant to Article 12), administers the Settlement Fund, and distributes amounts into the Remediation Accounts Fund, State Fund, Subdivision Fund, and the State Direct Expenses fund pursuant to this Agreement. References herein to the Settlement Administrator shall refer to the Settlement Administrator in its capacities as the representative of the Governmental Remediation Trust, the MDT or both, as context requires.

"Settlement Fund" means the interest-bearing fund established pursuant to the [Governmental Remediation Trust Agreement] into which Annual Remediation Payments and Estate Distributions received by the MDT that are ultimately payable to the Governmental Remediation Trust. The Settlement Fund may be held and administered by the Settlement Administrator so long as it meets the foregoing requirements.

"Settlement Payment" has the meaning set forth in the Master Settlement Agreement.

"Settlement Payment Dispute Notice" has the meaning set forth in Section 4.04(c)(i).

"Settling Co-Defendants" has the meaning set forth in the Plan.

"Settling State" means an Eligible State that has entered into this Agreement and delivers executed releases in accordance with Section 8.01.

"Shareholder Released Claims" has the meaning set forth in the Release**.**

"Shareholder Released Party" or "Shareholder Released Parties" has the meaning set forth in the Plan.

"Special District" means formal and legally recognized sub-entities of a State recognized by the U.S. Census Bureau[7] that are not General Purpose Governments. "Special Districts" shall include Fire Districts, Health Districts, Hospital Districts, and Library Districts. For the avoidance of doubt, "Special District" does not include entities that include any of the following words or phrases in its name: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

"Special Operating Reserve" has the meaning set forth in the Plan.

"State" means any state of the United States of America, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. Additionally, the use of non-capitalized "state" to describe something (e.g., "state court") shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (e.g., "territorial court").

"State Direct Expenses" means the amount payable by the Payment Groups on each Payment Date to the Settling States for their litigation expenses (including attorneys' fees) as determined pursuant to Section 9.02, Exhibit M-X, and Exhibit S of this Agreement. The maximum amount of State Direct Expenses is $136,550,050.39 and is subject to reductions described herein and prepayments. For the avoidance of doubt, the State Direct Expenses do not include amounts designated pursuant to Section 5.9(b) of the Plan for the payment of expenses of the Settling States based on Estate Distributions.

"State Expenses Fund" has the meaning set forth in the Plan.

"State Fund" means the component of the Settlement Fund described in Article 5.

"State Participation Initial Deadline" has the meaning set forth in Section 2.01(b).

"State Participation Notice" means the written notice given to the Sackler Parties' Representative by the Attorneys General of each of the Eligible States pursuant to which such Eligible State elects to proceed with this Agreement and becomes a Settling State.

"State Releasors" means (1) each Settling State; (2) without limitation and to the maximum extent of the power of each Settling State's Attorney General to release Causes of Action, (a) the Settling State's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind

[7] All such entities are found on the "Special District," "School District," and "DEP School District" tabs of the Census Bureau's 2017 Government Units Listing spreadsheet available at https://www2.census.gov/programs-surveys/gus/datasets/2017/govt_units_2017.ZIP. For the avoidance of doubt, certain Special Districts are not Subdivisions for purposes of this settlement term sheet, as noted elsewhere.

and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement; (3) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts within a Settling State; and (4) any of the Settling State's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Shareholder Released Claims or Released Claims, whether or not any of them participate in the Agreement (for the purposes of this clause (4), executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the Settling State's Governor).

"State Review Deadline" has the meaning set forth in Section 2.01(a).

"State-Subdivision Agreement" means an agreement that a Settling State reaches with the Subdivisions in that Settling State regarding the allocation, distribution, and/or use of funds allocated to that Settling State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A Settling State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

"States AG Negotiating Group" means the negotiating committee of State Attorneys General comprised of: California, Connecticut, Delaware, Florida, Illinois, Massachusetts, New York, North Carolina, Oregon, Pennsylvania, Tennessee, Texas, Vermont, Virginia, and West Virginia, but excluding any State that (i) does not become a Settling State by the Preliminary Agreement Date or (ii) ceases to be a Settling State at any point after the Preliminary Agreement Date.

"Statewide Payment Amount" means the amount from an Annual Remediation Payment to be paid to a Settling State and its Participating Subdivisions listed on Exhibit G.

"Statutory Trust" means a trust fund established by state law to receive funds allocated to a Settling State's Remediation Accounts Fund and restrict any expenditures made using funds from the Settling State's Remediation Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A Settling State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such Settling State's Settlement Fund, but this is not required.

"Subdivision" means any (1) General Purpose Government or Special District within a Settling State, and (2) any other subdivision, subdivision official (acting in an official capacity on behalf of the subdivision) or sub-entity of or located within a Settling State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, public institutions) that has filed a lawsuit (a) against any of the Debtors or that includes a Shareholder Released Claim against a Shareholder Released Party in a direct, *parens patriae*, or any other capacity or (b) against any other person or entity released pursuant to any of the Prior National Settlements in connection with a "Released Claim" as such term (or equivalent terminology) is defined in those settlements; provided, however, "Subdivision" shall not include: (i) any Non-Federal Acute Care Hospitals,

(ii) School Districts, (iii) Health Districts that have filed Proofs of Claim as Third-Party Payors, or (iv) any hospitals listed on Exhibit A of the Hospital Shareholder Direct Settlement Agreement.

"Subdivision Allocation Percentage" means the portion of a Settling State's Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Article 5 if it becomes a Participating Subdivision. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each Settling State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section 5.04(c) (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section 5.04(c)) that addresses allocation from the Subdivision Fund, whether before or after the Initial Subdivision Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section 5.04(c). The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section 7.01, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section 5.04(c) (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section 5.04(c)) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

"Subdivision Fund" means the component of the Settlement Fund described in Section 5.01.

"Subdivision Participation Threshold Notice" means a notice from the States' AG Negotiating Group to the Sackler Parties' Representative, the MSA PEC and the MSGE Group stating whether or not the States elect to proceed with the Agreement and, if proceeding, listing all Settling States.

"Subdivision Releasors" means with respect to Shareholder Released Claims and such other Claims released pursuant to the Release, (1) each Participating Subdivision, (2) without limitation and to the maximum extent of the power of a Participating Subdivision to release Causes of Action, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Participating Subdivision.[8] The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision.

"Subdivision Settlement Participation Form" means the form attached as Exhibit K that Participating Subdivisions must execute and return to the Implementation Administrator or Settlement Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision's claims, and (3) require the dismissal with prejudice of any Shareholder Released Claims and such other Claims released pursuant to the Release that have been filed by any such Participating Subdivision, but subject in all cases to the exercise by the

[8] In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form as set forth in Exhibit K providing for a release to the fullest extent of the Subdivision's authority.

MDT of a Release Remedy (as defined in the Master Settlement Agreement) pursuant to and in accordance with Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to a Payment Party.

"Tax Matters" has the meaning set forth in Section 13.06.

"Third-Party Payors" has the meaning set forth in the Plan.

"Threshold Motion" means a motion to dismiss or equivalent dispositive motion made at the outset of litigation against any of the Shareholder Released Parties for Covered Conduct under applicable procedure.

"Total Direct Settlement Amount" means the sum of Annual Remediation Payments and Annual Fee Payments.

"Total Maximum Direct Settlement Amount" means the sum of the Total Maximum Remediation Payment and the total maximum amount of Annual Fee Payments to be paid under the Master Settlement Agreement as determined by this Agreement. The Total Maximum Direct Settlement Amount is $3,485,264,791.64.

"Total Maximum Remediation Payment" means the sum of all Maximum Annual Remediation Payments of all Payment Dates and Payment Groups, as set forth in Exhibit M-2. The Total Maximum Remediation Payment is $3,090,786,868.28, subject to an increase pursuant to Article 9.

Section 1.02 Interpretation Provision.

(a) "The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Annexes and Exhibits are to the Articles, Sections, Annexes and Exhibits of this Agreement unless otherwise specified.

(c) All Exhibits and Annexes annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Annex but not otherwise defined therein shall have the meaning as defined in this Agreement.

(d) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import.

(f) The word "will" shall be construed to have the same meaning and effect as the word "shall."

(g) The word "party" shall, unless the context otherwise requires, be construed to mean a party to this Agreement. Any reference to a party to this Agreement or any other agreement or document

contemplated hereby shall include such party's estate, legal and personal representatives, successors and permitted assigns.

(h) Any reference in this Agreement to an estate of a deceased individual or trust as a person or party shall, unless the context otherwise requires, be construed to be or include, as the context may require, the personal representatives and trustees thereof, respectively, acting in their capacity as such personal representatives and trustees.

(i) Any reference in this Agreement to the rights and obligations of the estate of a deceased individual or a trust that does not have a separate legal personality under applicable law shall be construed as a reference to the rights and obligations of the personal representatives of such estate and the trustees of those trusts, respectively, in their capacity as such.

(j) All references to "$" and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(k) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(l) Any reference to any contract shall be a reference to such agreement or contract, as amended, amended and restated, modified, supplemented or waived.

(m) A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued or related to such legislation.

(n) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, the Parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

(o) Any reference in this Agreement, including in any exhibit or schedule, to a "maximum" scheduled amount refers to the highest (gross) theoretical amount before applying any reductions, credits, offsets, or limitations under this Agreement or any related document.

ARTICLE 2.
PARTICIPATION BY ELIGIBLE STATES AND CONDITION TO PRELIMINARY AGREEMENT

Section 2.01 Notice to Eligible States; States Participation Initial Deadline. By [●], 2025, this Agreement shall be distributed to all Eligible States.

(a) The Eligible States shall have thirty (30) calendar days from the date this Agreement is distributed to Eligible States (the "State Review Deadline") to review this Agreement. The Attorney

General of any Eligible State may elect to cause the State to become a Settling State by providing its State Participation Notice to the States AG Negotiating Group and shall commit to obtaining any necessary additional state releases prior to the Effective Date. On or prior to the State Review Deadline, the States AG Negotiating Group shall provide a list of the Eligible States that elect to become Settling States and their State Participation Notices to the Sackler Parties' Representative.

(b) On or prior to the third (3rd) Business Day following the State Review Deadline (the "State Participation Initial Deadline"), unless every Eligible State has delivered a State Participation Notice on or prior to the State Participation Initial Deadline and thereby becomes a Settling State, the Settling States may elect, in their sole discretion, to terminate this Agreement by having the States AG Negotiating Group deliver a written termination notice to the Sackler Parties' Representative. If the Settling States elect not to proceed, this Agreement will have no further effect and other commitments or obligations contained herein will be void. The State Participation Initial Deadline may be extended by written agreement of the Sackler Parties' Representative and the States AG Negotiating Group.

Section 2.02 Condition to Preliminary Agreement. On or prior to the seventh (7th) day following the State Participation Initial Deadline (the "Sackler (States) Participation Initial Deadline"), unless every Eligible State has delivered a State Participation Notice on or prior to the State Participation Initial Deadline and thereby becomes a Settling State, the Sackler Parties' Representative may elect, in its sole discretion, to terminate this Agreement by delivering a written termination notice to the States AG Negotiating Group. If the Sackler Parties' Representative delivers a termination notice on or prior to the Sackler (States) Participation Initial Deadline in compliance with the immediately preceding sentence, then this Agreement shall terminate and will have no further effect with respect to the Payment Parties and all releases and other commitments or obligations contained herein will be void. If the Sackler Parties' Representative determines that every Eligible State has delivered a State Participation Notice on or prior to the State Participation Initial Deadline and thereby becomes a Settling State, or otherwise elects not to terminate this Agreement, then the Sackler Parties' Representative shall so notify the States AG Negotiating Group, which notice shall include an instruction to the Implementation Administrator to proceed with the Subdivision solicitation contemplated by Article 7 (a "Sackler (States) Participation Notice"). The date, if any, on which the Sackler Parties' Representative delivers a Sackler (States) Participation Notice is referred to as the "Preliminary Agreement Date".

Section 2.03 Later Joinder by Eligible States. After the Preliminary Agreement Date, an Eligible State may only become a Settling State with the consent of the Sackler Parties' Representative and the States AG Negotiating Group. If an Eligible State becomes a Settling State more than sixty (60) calendar days after the Preliminary Agreement Date, but on or before the Effective Date, the Subdivisions in that Eligible State that become Participating Subdivisions within ninety (90) calendar days of the Eligible State becoming a Settling State shall be considered Initial Participating Subdivisions. An Eligible State may not become a Settling State after the Effective Date without written approval by the Sackler Parties' Representative and the MDT Advisory Council.

Section 2.04 Litigation Activity. Following the Preliminary Agreement Date, Eligible States that elected to become Settling States shall cease litigation activity against the Shareholder Released Parties and the Released Parties, including by jointly seeking stays or, where appropriate, severance of claims against the Shareholder Released Parties or Released Parties, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied, provided, however, that nothing herein shall require any Settling State to take any action in connection with this Section 2.04 or otherwise that would prejudice such State's ability to recommence or continue such litigation in the event the Effective Date does not occur or, if with respect to a particular Payment Party and pursuant to the Master

Settlement Agreement, the MDT pursues the Release Remedy (as defined in the Master Settlement Agreement) under Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to such Payment Party.

ARTICLE 3.
INJUNCTIVE RELIEF

Section 3.01 Injunctive Relief. As part of the Consent Judgment, the Parties agree to enter into the injunctive relief terms set forth in the Master Settlement Agreement.

Section 3.02 State Enforcement. In addition to all of the rights, remedies, and enforcement provisions in the Master Settlement Agreement, a Settling State may enforce MSA Section 8.05 (Naming Rights) and MSA Section 8.08 (Opioid Business) in the state or other court that enters the Settling State's Consent Judgment for alleged violations that occur in such state.

ARTICLE 4.
SETTLEMENT FUND PAYMENTS[9]

Section 4.01 General Provisions and Payment Overview

(a) **Master Settlement Agreement**. The payment obligations addressed in this Agreement are a subset of the Payment Group obligations set out in the Master Settlement Agreement. The parties hereto acknowledge and agree that (i) the liability of each Payment Group with respect to the obligations of each other Payment Group are limited in the manner contemplated by this Agreement and the Master Settlement Agreement, and (ii) payment in full to the MDT by or on behalf of a Payment Group of its payment obligations under the Master Settlement Agreement shall satisfy in full all of such Payment Group's payment obligations hereunder.

(b) **Annual Remediation Payments.** The aggregate amount of the Annual Remediation Payments required to be made by the Payment Groups pursuant to the Master Settlement Agreement shall be determined pursuant to this Article 4; provided that (1) each Payment Group's responsibility for an Annual Remediation Payment shall be computed Pro Rata to the Payment Groups and (2) all payments determined under this Article 4 shall be made to the MDT in the manner contemplated by the Master Settlement Agreement. The MDT shall make corresponding payments into the Settlement Fund or the MDT Segregated Account, as required by this Agreement. The Settlement Administrator shall in turn direct the payments from the Settlement Fund and the MDT Segregated Account, as applicable, to the Settling States in the manner contemplated hereby.

(c) **Offset Provisions.** In addition to payment calculation provisions in this Article 4, there are potential adjustments to Annual Remediation Payments as set out in Article 12.

(d) **State Payment Schedules.** Certain Settling States shall be paid over fewer than 16 Payment Dates. Emergence Payment States will be paid on Payment Date 1 and Accelerated Payment States will be paid through Payment Dates 9 or 10. All other Settling States are scheduled to be paid over all 16 Payment Dates. The payment schedule for each Eligible State is set forth in Exhibit M-5.

[9] [Oklahoma Subdivisions are eligible to participate in this Agreement pursuant to Exhibit H and subject to the amounts scheduled in Exhibit M-5.]

(e) **Fees and Costs.** Attorneys' fees and costs are addressed separately from Annual Remediation Payments. The Local Government Costs and Expenses Fund payment and State Direct Expenses payment are addressed in Article 9.

(f) **Payment Charts**. The Payment Groups' maximum scheduled payment amounts to be made pursuant to this Agreement and the allocation of those payments across Annual Remediation Payments and Annual Fee Payments are set forth in Exhibit M. In showing "maximum" payments, Exhibit M sets forth amounts before the application of any reductions or adjustments required by this Agreement, including those related to Non-Settling States and before accounting for any prepayments. The amounts in the Exhibit M charts have been adjusted to reflect the Samantha Hunt payment terms. Each Payment Group's share of each Payment Date's payment obligations under this Agreement shall be calculated pursuant to Exhibit M-X and are subject to the prepayment provisions set forth in the Master Settlement Agreement. Exhibit M to this Agreement will be updated from time to time to reflect any changes made to Exhibit M of the Master Settlement Agreement (e.g., to account for prepayments), to the extent applicable.

(i) Exhibit M-1: Payment Schedule – sets out the Maximum Annual Remediation Payment, the maximum Annual Fees Payment and the total maximum payment by Payment Date.

(ii) Exhibit M-2: Schedule of Maximum Payments – for each Payment Date, Exhibit M-2 sets forth the maximum amounts for Base Payment, Incentive Payment A, Incentive Payment B, Incentive Payment C, Incentive Payment D, Annual Remediation Payment, Local Government Costs and Expenses Fund and State Direct Expenses.

(iii) Exhibit M-3: Annual Fees Payment Schedule – breaks down the Local Government Costs and Expenses Fund payment and the State Direct Expenses payment by Payment Date, without considering any reductions described in Article 9.

(iv) Exhibit M-4: Maximum Remediation Payments by Payment Group – sets forth the Maximum Annual Remediation Payments by Payment Group by Payment Date.

(v) Exhibit M-5: States Maximum Payments Schedule – for each Eligible State, Exhibit M-5 sets forth the maximum amounts for Base Payment, Incentive Payment A, Incentive Payment B, Incentive Payment C, and Incentive Payment D.

Section 4.02 Annual Remediation Payments. Subject to the terms and conditions of the Master Settlement Agreement, the Payment Groups shall make sixteen (16) Annual Remediation Payments, each comprised of Base Payments and Incentive Payments as provided in this Article 4 and as determined by the Settlement Administrator pursuant to this Agreement (including the offsets in Article 12 and permitted prepayments).

Section 4.03 Annual Remediation Payment Distributions

(a) Each Payment Date shall occur as and when required by the Master Settlement Agreement. The Annual Remediation Payments for each Payment Date shall be determined as set forth in Article 4 and made to the MDT pursuant to the Master Settlement Agreement.

(b) The MDT shall pay the Annual Remediation Payments and the Annual Fee Payment for each Payment Date to the Settlement Fund. Payments shall be disbursed by the Settlement Administrator promptly after each payment to the Settlement Fund by the MDT to each Settling State and to its Initial Participating Subdivisions listed on Exhibit G; *provided, however*, that for any Settling State where the

Consent Judgment has not been entered as of the Effective Date, the Settlement Administrator shall not disburse funds allocable to that Settling State and its Participating Subdivisions listed on Exhibit G until ten (10) calendar days after the entry of the Consent Judgment in that Settling State. The Settlement Administrator shall notify the Sackler Parties' Representative of the entry of a Consent Judgment for each State prior to disbursing funds to such State. Neither the Payment Parties nor the Sackler Parties' Representative shall have any obligation or liability with respect to the obligations of the MDT or the Settlement Fund, including under this Section 4.03(b) and Section 4.04(d).

Section 4.04 Payment Determination Process

(a) To determine each Annual Remediation Payment the Settlement Administrator shall use the necessary data to compute amounts under this Agreement as of ninety (90) calendar days prior to the applicable Payment Date, unless another provision of the Agreement specifies a different date.

(b) The Settlement Administrator shall determine the Statewide Payment Amount for each Settling State, and the amount owed by each Payment Group for the Annual Remediation Payment, the State Direct Expenses, and the Local Government Costs and Expenses Fund payments for such Payment Date, consistent with the provisions in Exhibit M-X. As part of this determination, the Settlement Administrator shall:

(i) determine the Statewide Payment Amount for each Settling State by calculating the amount of Base Payments and Incentive Payments to which the Settling State is entitled by applying the criteria under Section 4.05, Section 4.06, and Article 9;

(ii) apply any offsets or reductions as specified under this Article 4 and Article 12 and reflecting all prepayments permitted pursuant to this Agreement and the Master Settlement Agreement; and

(iii) determine the amount owed by each Payment Group, to the MDT, and the amount owed by the MDT to the Settlement Fund or the MDT Segregated Account, as applicable, which shall be directed to the Settling States.

(c) Not later than fifty (50) calendar days prior to the applicable Payment Date, the Settlement Administrator shall give notice to the Sackler Parties' Representative, any Settling State, and the MDT Advisory Council of the amounts determined pursuant to Section 4.04(b) (such notice, a "Preliminary Payment Determination") and the following timeline shall apply:

(i) Within twenty-one (21) calendar days of the Preliminary Payment Determination provided by the Settlement Administrator, the Sackler Parties' Representative, any Settling State or the MDT Advisory Council may dispute, in writing, the amounts provided by the Settlement Administrator. Such disputing party must provide a written notice of dispute to the Settlement Administrator, the MDT Advisory Council, any affected Settling State, and the Sackler Parties' Representative identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) and Payment Group(s) affected (a "Settlement Payment Dispute Notice"). If no Settlement Payment Dispute Notice is timely provided, then the Preliminary Payment Determination is deemed accepted for all purposes. Only matters included in a timely Settlement Payment Dispute Notice will be allowed to be the subject of any dispute regarding the Annual Remediation Amount payable on a given Payment Date.

(ii) Any party that received a Settlement Payment Dispute Notice may submit a response, in writing, to the Settlement Administrator, the MDT Advisory Council, any affected

Settling State, and the Sackler Parties' Representative identifying the basis for disagreement with the Payment Dispute Notice (a "Final Dispute Response Notice") within fourteen (14) calendar days that either:

(A) Agrees to one or more proposals in the Settlement Payment Dispute Notice; or

(B) Rejects one or more proposals in the Settlement Payment Dispute Notice and identifies the basis for disagreement. Any item within the Settlement Payment Dispute Notice that is rejected in the Final Dispute Response Notice will be deemed disputed

(iii) If no party timely delivers a Final Dispute Response Notice, then the Settlement Payment Dispute Notice is accepted for all purposes, and the Settlement Administrator shall adjust amounts determined pursuant to Section 4.04(b) consistent with the Payment Dispute Notice.

(iv) If a Final Dispute Response Notice is timely provided to the Settlement Administrator, the Settlement Administrator shall notify the Sackler Parties' Representative of the preliminary amount to be paid, in the aggregate and for each Payment Group, which shall be the greater of (i) the amount originally calculated by the Settlement Administrator or (ii) the amount that would be consistent with the Payment Dispute Notice, *provided, however,* that in no circumstances shall the preliminary amount determined for a Payment Group for a Payment Date be higher than the Maximum Annual Remediation Payment for that Payment Group for a Payment Date. For the avoidance of doubt, a transfer of payments from the MDT Segregated Account for other Payment Dates does not count toward determining whether the amount determined is higher than the Maximum Annual Remediation Payment.

(v) The Settlement Administrator shall place any disputed amount of the preliminary amount paid by the Payment Groups in accordance with the Master Settlement Agreement into the MDT Segregated Account[10] and shall disburse all undisputed amounts to each Settling State and its Participating Subdivisions listed on Exhibit G pursuant to Section 4.04(d). Upon resolution of a dispute after the Payment Date, amounts in the MDT Segregated Account related to that Payment Date shall be disbursed as follows: (i) to the Settlement Fund if determined to be required payments or (ii) to the applicable Payment Party (or Parties), as designated by the Sackler Parties' Representative, if determined not to be required payments.

(d) The Settlement Administrator shall allocate the Settling State's amount received into the Settlement Fund (including both the Statewide Payment Amount and its portion of the Estate Distributions) for each Payment Date pursuant to Article 5, among the separate types of funds for the Settling State (if applicable), and among its Participating Subdivisions listed on Exhibit G using the following procedures:

(i) As soon as possible but not later than ten (10) calendar days following the determination described in Section 4.04(b) and Section 4.04(c) and the determination of a Settling State's portion of the Estate Distributions for the relevant Payment Date, the Settlement Administrator shall give notice to each Settling State and their Participating Subdivisions listed on Exhibit G of the amount to be received by such Settling State, the amount to be received by the

[10] Note to Draft: There needs to be accounting for 12.4% in attorneys' fees (either elsewhere or in the Plan) that the Plan will say should be disbursed to the fee funds if some or all of this money is paid to Settlement Fund.

separate types of funds for such Settling State (if applicable), and the amount to be received by each Participating Subdivision listed on Exhibit G for such Settling State.

(ii) Within fourteen (14) calendar days of the notice provided by the Settlement Administrator, any Settling State or Participating Subdivision listed on Exhibit G may dispute, in writing, the calculation of the amount to be received by the relevant Settling State and/or its Participating Subdivision listed on Exhibit G. A dispute will be deemed invalid and disregarded if it challenges the allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Administrator, any affected Settling State, and any affected Participating Subdivision identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

(iii) Within fourteen (14) calendar days of the sending of a written notice of dispute, any affected Settling State or any affected Participating Subdivision may submit a response, in writing, to the Settlement Administrator, any affected Settling State and any affected Participating Subdivision identifying the basis for disagreement with the notice of dispute.

(iv) If no response is filed, the Settlement Administrator shall adjust the amount calculated consistent with the written notice of dispute.

(v) The Settlement Administrator shall not release any disputed amount to the Settling State and its Participating Subdivisions eligible for payment until such dispute has been resolved.

(vi) For the avoidance of doubt, neither the Payment Parties nor the Sackler Parties' Representative shall be liable for any breach of this Section 4.04(d) by any party.

(e) Disputes described in this Section 4.04 shall be resolved in accordance with the terms of Section 6.06.

(f) For the avoidance of doubt, a Subdivision not listed on Exhibit G shall not receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

Section 4.05 Base Payments. Subject to the offset and reduction provisions set forth in this Agreement, the obligation of the Payment Groups to make payments to the MDT pursuant to the Master Settlement Agreement shall include "Base Payments" in a maximum total amount equal to $818,286,868.28, subject to an increase pursuant to Article 9. The Base Payments shall be due in installments consistent with Exhibit M-2 over the sixteen (16) Payment Dates starting with Payment Date 1. The Base Payment portion of an Annual Remediation Payment of a Payment Group shall be Pro Rata.

Section 4.06 Incentive Payments.

(a) Subject to the offset and reduction provisions set forth in Article 4 and Article 12, the obligation of the Payment Groups to make payments to the MDT pursuant to the Master Settlement Agreement shall include potential additional Incentive Payments totaling up to a maximum of $2,272,500,000, with the Incentive Payment amount depending on whether and the extent to which the criteria set forth in Section 4.06(d) to (g) are met in each Settling State. The Incentive Payment portion of an Annual Remediation Payment of a Payment Group shall be Pro Rata.

(b) A Settling State qualifies to receive Incentive Payments in addition to Base Payments if it meets the incentive eligibility requirements as set forth in Section 4.06(d) to (g). The maximum total Incentive Payment for any Settling State for a given Payment Date shall be no more than the maximum total for Incentive Payments listed for that Settling State and Payment Date as set forth in Exhibit M-5. Incentive Payments are state-specific, with the actual amount depending on whether and the extent to which the criteria set forth in Section 4.06(d) to (g) are met in such Settling State.

(c) Incentive Payments shall be available from four (4) categories, referred to as Incentive Payment A, Incentive Payment B, Incentive Payment C, and Incentive Payment D and shall be determined with respect to a specific Settling State based on its eligibility for that Payment Date under the criteria set forth in Section 4.06(d) to (g). Eligibility for Incentive Payment A, Incentive Payment B, Incentive Payment C, and Incentive Payment D shall be determined on a Settling State-by-Settling State basis and for each Payment Date as set forth in Section 4.06(d) to (g). Except to the limited extent provided for in Section 4.06(d) with respect to Incentive Payment A, a Settling State may not earn and shall not be paid on any later Payment Date an annual incentive payment for a prior Payment Date, or any portion thereof, that it failed to qualify for that Payment Date. Incentive Payment A, Incentive Payment B, and Incentive Payment C will be due in installments over the sixteen (16) Payment Dates beginning with Payment Date 1, and except for the Emergence Payment States, Incentive Payment D will be due in installments beginning with Payment Date 7, as described in Section 4.06(g). Each Payment Group shall only be responsible for its Pro Rata share of each Incentive Payment. The total amount of Incentive Payments in an Annual Remediation Payment shall be the sum of the Incentive Payments for which individual Settling States are eligible for that Payment Date under the criteria set forth in Section 4.06(d) to (g).

(d) Incentive Payment A.

(i) Incentive Payment A is mutually exclusive with Incentive Payments B and C; if a Settling State receives Incentive Payment A, such Settling State is not eligible for Incentive Payments B or C.

(ii) The total potential maximum amount for Incentive Payment A is $2,083,125,000, assuming all Eligible States qualify for Incentive Payment A on all Payment Dates and ignoring all offsets and reductions (including prepayments) contemplated or permitted by this Agreement. Each Settling State that qualifies for Incentive Payment A for a Payment Date shall be entitled to receive the amount set forth on Exhibit M-5 for such Settling State and Payment Date, subject to this Agreement and the Master Settlement Agreement.

(iii) Qualification for Incentive Payment A is as follows: A Settling State qualifies for Incentive Payment A if, as of Payment Date 3:

(A) there is a Bar in that Settling State in full force and effect;

(B) there is a Settlement Class Resolution in that Settling State in full force and effect;

(C) there is a ruling from the State's highest court barring all Subdivisions from bringing or maintaining Shareholder Released Claims;

(D) the Shareholder Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities:

(i) all Litigating Subdivisions (including Special Districts that are Litigating Subdivisions);

(ii) all Primary Subdivisions that are not also Litigating Subdivisions;

(iii) all Non-Litigating Threshold Subdivisions that are not captured by Section 4.06(d)(iii)(D)(i)-(ii);

(iv) all Subdivisions that are Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; and

(v) all Primary Fire Districts; or

(E) a combination of the actions in clauses (A) to (D) above has achieved the same level of resolution of a Cause of Action (e.g., a Bar against future litigation combined with full joinder by Litigating Subdivisions, Non-Litigating Threshold Subdivisions and Primary Fire Districts). For the avoidance of doubt, this clause (E) cannot be satisfied unless all Litigating Subdivisions, Primary Subdivisions, Non-Litigating Threshold Subdivisions, relevant Hospital Districts and Primary Fire Districts are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions.

(iv) A Settling State that does not qualify for Incentive Payment A as of ninety (90) days prior to Payment Date 3 shall not be eligible for Incentive Payment A for that Payment Date or any subsequent Payment Dates.

(v) If a Settling State does not qualify for Incentive Payment A for Payment Date 1, and becomes eligible for Incentive Payment A for Payment Date 2, it shall receive the payment that it would have received for Incentive Payment A for Payment Date 1 (the "Incentive Payment A Catch-up Payment") on Payment Date 2. If a Settling State does not qualify for Incentive Payment A for Payment Dates 1 or 2, and becomes eligible for Incentive Payment A for Payment Date 3, it shall receive Incentive Payment A Catch-up Payment for both Payment Dates 1 and 2 on Payment Date 3. The Incentive Payment A Catch-up Payments shall be reduced by any amounts paid to the Settling State under Incentives Payments B or C prior to the Settling State's eligibility for Incentive Payment A.

(vi) Each Payment Group's share of Incentive Payment A shall be computed on a Pro Rata basis.

(vii) On or prior to the thirtieth (30^{th}) calendar day immediately preceding the Initial Subdivision Participation Date, the Settling States shall provide the Sackler Parties' Representative with a list of Settling States with existing laws or rulings that they consider sufficient to qualify as a Bar. Settling States with putative Bars shall make their representatives and advisers reasonably available to the Sackler Parties' Representative and its advisers for investigating the sufficiency of each Bar. The Sackler Parties' Representative shall notify the Settling States and the Implementation Administrator whether such existing laws or rulings are sufficient to qualify as a Bar no later than the Initial Subdivision Participation Date (such response not to be unreasonably withheld, denied or delayed).

(e) Incentive Payment B.

(i) Incentive Payment B shall be available to Settling States that are not eligible for Incentive Payment A for the applicable Payment Date. Settling States may be eligible for both Incentive Payment B and Incentive Payment C.

(ii) The total potential maximum amount for Incentive Payment B for all Settling States combined is $1,230,937,500, assuming all Eligible States qualify for the maximum Incentive Payment B on all Payment Dates and ignoring all offsets and reductions (including prepayments) contemplated or permitted by this Agreement.

(iii) Eligibility for Incentive Payment B is determined as follows:

(A) A Settling State's eligibility for Incentive Payment B for a Payment Date shall be determined as of ninety (90) calendar days prior to the Payment Date; provided that the percentage of Incentive Payment B for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Date and all subsequent Payment Dates.

(B) Each Settling State's maximum Incentive Payment B for a Payment Date is set forth in Exhibit M-5. The amount of Incentive Payment B for which a Settling State is eligible for a Payment Date shall be a percentage of that State's maximum Incentive Payment B based on the extent to which (x) Litigating Subdivisions and Non-Litigating Threshold Subdivisions in the State are Participating Subdivisions or (y) there is a Case-Specific Resolution against Litigating Subdivisions and Non-Litigating Threshold Subdivisions in the State, collectively, "Incentive B Eligible Subdivisions." The percentage of the State's maximum share of Incentive Payment B that the State is eligible for a Payment Date shall be determined according to the table below:

Percentage of Litigating Subdivision and Non-Litigating Threshold Subdivision Population that is Incentive B Eligible Subdivision Population[11]	**Incentive Payment B Eligibility Percentage**

[11] The "Percentage of Litigating Subdivision and Non-Litigating Threshold Subdivision Population that is Incentive B Eligible Subdivision Population" shall be determined by the aggregate population of the Settling State's Litigating Subdivisions and Non-Litigating Threshold Subdivisions that are Incentive B Eligible Subdivisions divided by the aggregate population of the Settling State's Litigating Subdivisions and Non-Litigating Threshold Subdivisions. In calculating the Settling State's population that resides in Litigating Subdivisions and Non-Litigating Threshold Subdivisions, (a) the population of the Settling State's Litigating Subdivisions and Non-Litigating Threshold Subdivisions shall be the sum of the population of all Litigating Subdivisions and Non-Litigating Threshold Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Litigating Subdivision and/or Non-Litigating Threshold Subdivision, and (b) the population that resides in Incentive B Eligible Subdivisions shall be the sum of the population of the Incentive B Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive B Eligible Subdivision. An individual Litigating Subdivision or Non-Litigating Threshold Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless of whether it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Litigating Subdivision or Non-Litigating Threshold Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision or Non-Litigating Threshold Subdivision otherwise counted in the denominator has the authority to release the Claims of the Litigating Subdivision or Non-Litigating Threshold Subdivision to be excluded. For the avoidance of doubt, a Settling State in which the population that resides

Less than 85%	0%
85% or more but less than 86%	30%
86% or more but less than 91%	40%
91% or more but less than 95%	50%
95% or more but less than 97%	60%
97% or more but less than 99%	75%
99% or more but less than 100%	95%
100%	100%

(iv) For each Payment Date, the Settlement Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment B pursuant to this Section 4.06(e); (ii) determine the Incentive Payment B eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment B eligibility percentage for each such Settling State by its maximum Incentive Payment B for that Payment Date as set forth in Exhibit M-5. If all Litigating Subdivisions and Non-Litigating Threshold Subdivisions in a Settling State are Participating Subdivisions, and that Settling State is otherwise eligible for Incentive Payment B, that Settling State will receive its full allocable share of Incentive Payment B consistent with the foregoing calculations.

(v) Each Payment Group's share of Incentive Payment B shall be computed on a Pro Rata basis.

(f) Incentive Payment C.

(i) Incentive Payment C shall be available to Settling States that are not eligible for Incentive Payment A for the applicable Payment Date. Settling States may be eligible for both Incentive Payment B and Incentive Payment C.

(ii) The total potential maximum amount for Incentive Payment C for all Settling States combined is $852,187,500, assuming all Eligible States qualify for the maximum Incentive Payment C on all Payment Dates and ignoring all offsets and reductions (including prepayments) contemplated or permitted by this Agreement.

(iii) Eligibility for Incentive Payment C is determined as follows:

(A) A Settling State's eligibility for Incentive Payment C for a Payment Date shall be determined as of ninety (90) calendar days prior to the Payment Date; provided that the percentage of Incentive Payment C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Date and all subsequent Payment Dates.

in Incentive B Eligible Subdivisions is less than eighty-five percent (85%) of the population of Litigating Subdivisions and Non-Litigating Threshold Subdivisions shall not be eligible for any portion of Incentive Payment B.

(B) Each Settling State's maximum Incentive Payment C for a Payment Date is set forth in Exhibit M-5. The amount of Incentive Payment C for which a Settling State is eligible for a Payment Date shall be a percentage of that State's maximum Incentive Payment C based on the extent to which (i) Non-Litigating Subdivisions that are Primary Subdivisions with a population over 30,000, Litigating Subdivisions, and Non-Litigating Threshold Subdivisions in the Settling State are Participating Subdivisions or (ii) there is a Case-Specific Resolution against Non-Litigating Subdivisions that are Primary Subdivisions with a population over 30,000, Litigating Subdivisions, and Non-Litigating Threshold Subdivisions in the Settling State, collectively, "Incentive C Eligible Subdivisions." The percentage of the State's maximum share of Incentive Payment C that the State is eligible for a Payment Date shall be determined according to the table below:

Percentage of Relevant Subdivision Population that is Incentive C Eligible Population [12]	**Incentive Payment C Eligibility Percentage**
Less than 60%	0%
60% or more but less than 70%	25%
70% or more but less than 75%	35%
75% or more but less than 80%	40%
80% or more but less than 85%	45%
85% or more but less than 90%	55%
90% or more but less than 93%	60%
93% or more but less than 94%	65%
94% or more but less than 95%	75%
95% or more but less than 98%	90%

[12] The "Percentage of Relevant Subdivision Population that is Incentive C Eligible Population" shall be determined by the aggregate population of the Settling State's Incentive C Eligible Subdivisions divided by the aggregate population of the Settling State's Non-Litigating Primary Subdivisions with a population over 30,000, Litigating Subdivisions and Non-Litigating Threshold Subdivisions ("*Incentive Payment C Subdivisions*"). None of the population figures shall include Prior Litigating Subdivisions. In calculating the Settling State's population that resides in Incentive Payment C Subdivisions, (a) the population shall be the sum of the population of all Incentive Payment C Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive Payment C Subdivision, and (b) the population that resides in Incentive C Eligible Subdivisions shall be the sum of the population of the Incentive C Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive C Eligible Subdivision. An individual Incentive Payment C Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit. For the avoidance of doubt, a Settling State in which the population that resides in Incentive C Eligible Subdivisions is less than sixty percent (60%) of the population of Incentive Payment C Subdivisions shall not be eligible for any portion of Incentive Payment C.

98% or more but less than 100%	95%
100%	100%

(iv) For each Payment Date, the Settlement Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment C pursuant to this Section 4.06(f); (ii) determine the Incentive Payment C eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment C eligibility percentage for each such Settling State by its maximum Incentive Payment C for that Payment Date as set forth in Exhibit M-5. If all Non-Litigating Subdivisions that are Primary Subdivisions with a population of more than 30,000, Litigating Subdivisions and Non-Litigating Threshold Subdivisions in a Settling State are Participating Subdivisions, and that Settling State is otherwise eligible for Incentive Payment C, that Settling State will receive its full allocable share of Incentive Payment C consistent with the foregoing calculations.

(v) Each Payment Group's share of Incentive Payment C shall be computed on a Pro Rata basis.

(g) Incentive Payment D.

(i) Incentive Payment D shall be available to Settling States that meet the criteria described in this Section 4.06(g). However, for so long as any Settling State qualifies for Incentive A, that State automatically qualifies for Incentive Payment D. Incentive Payment D shall be paid starting on the Payment Date 7, except for the Emergence Payment States that shall be eligible to receive the Incentive Payment D on Payment Date 1, provided that, such Emergence Payment State also qualifies for Incentive Payment A for Payment Date 1.

(ii) The total potential maximum amount for Incentive Payment D is $189,375,000 for all Settling States, assuming all Eligible States qualify for the maximum Incentive Payment D on all Payment Dates and ignoring all offsets and reductions (including prepayments) contemplated or permitted by this Agreement. Each eligible Settling State's Incentive Payment D on a given Payment Date shall equal its maximum Incentive Payment D for such Payment Date as set forth in Exhibit M-5, subject to reduction as described below.

(iii) Each Payment Group's share of Incentive Payment D shall be computed on a Pro Rata basis.

(iv) A Settling State qualifies for a Payment Group's Incentive Payment D on any Payment Date if, by the applicable Incentive Payment D Lookback Date (as defined below) and subject to Section 4.06(g)(vi) and (vii), no Later Litigating Subdivision (as limited below) in that Settling State has filed a lawsuit against a Shareholder Released Party in that Payment Group after the Initial Subdivision Participation Date that has survived a Threshold Motion. Incentive Payment D is the only Incentive Payment that shall be determined on an individual Payment Group basis as different Payment Groups may experience different litigation by Later Litigating Subdivisions.

For purposes of Incentive Payment D, a Later Litigating Subdivision is limited to (i) a Subdivision that is a General Purpose Government and (ii) a Primary Fire District.

Except with respect to Emergence Payment States, Settling State's qualification for Incentive Payment D shall be determined as of sixty (60) calendar days prior to that date (the "Incentive Payment D Lookback Date").

(v) The Settlement Administrator shall determine a Settling State's eligibility for Incentive Payment D as of the applicable Incentive Payment D Lookback Date. Prior to the Incentive Payment D Lookback Date for each Payment Date, the Sackler Parties' Representative may provide the Settlement Administrator and the MDT Advisory Council with notice identifying any Settling State(s) it believes do not qualify for Incentive Payment D and information supporting its belief.

(vi) If a relevant Later Litigating Subdivision's lawsuit in that Settling State survives a Threshold Motion, the Settling State shall lose all eligibility for Incentive Payment D, subject to Section 4.06(g)(vii). However, a Settling State can become re-eligible for future payments of Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion by the relevant Incentive Payment D Lookback Date, in which case the Settling State shall be eligible for Incentive Payment D less any litigation fees and expenses incurred or paid by or on behalf of Shareholder Released Parties in the interim for the relevant litigation, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

(vii) For so long as any Settling State qualifies for Incentive Payment A, that State automatically qualifies for Incentive Payment D. However, if a Later Litigating Subdivision in that Settling State has filed a lawsuit against a Shareholder Released Party after the Initial Subdivision Participation Date that has survived a Threshold Motion, then payments in respect of Incentive Payment D from the Payment Group of which such Shareholder Released Party is a member to such Settling State shall be reduced by any litigation fees and expenses incurred or paid by or on behalf of the Shareholder Released Parties in the interim for the relevant litigation.

Section 4.07 Reserved.

Section 4.08 Pre-payment Option

(a) Each Payment Group shall have the right to prepay all or any portion of its unpaid share of the Annual Remediation Payment and the Annual Fees Payments, as adjusted pursuant to this Agreement, subject to and in accordance with Section 2.02 of the MSA, including any limitations set forth therein.

(b) Each Payment Group shall have the right make advance payments of all or any portion of its unpaid share of the Annual Remediation Payment and the Annual Fees Payments, as adjusted pursuant to this Agreement, subject to and in accordance with Section 2.03 of the MSA or as otherwise permitted by the MSA, including any limitations set forth therein.

ARTICLE 5.
ALLOCATION AND USE OF SETTLEMENT PAYMENTS

Section 5.01 Components of Settlement Fund. The Settlement Fund shall be funded by the Annual Remediation Payments and Estate Distributions made to the MDT that are ultimately payable to the Governmental Remediation Trust and shall be comprised of a Remediation Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under Article 4 by the MDT into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to the Payment Groups.

Section 5.02 Use of Settlement Payments.

(a) It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section 5.02(b). In no event may less than ninety-five (95%) of the Payment Groups' amount of Annual Remediation Payments made pursuant to Article 4 over the entirety of all Annual Remediation Payments (but not for any single Payment Date) be spent on Opioid Remediation.

(b) While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Administrator and the Sackler Parties' Representative how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section 5.02(b) shall be available to the public. Such reporting shall be made to the Settlement Administrator with respect to each six-month period ending on June 30 or December 31 of any year in which funds are received from the Settlement Fund. Settling States and Participating Subdivisions shall make each such report within ninety (90) days of the end of the applicable six-month period. The Settlement Administrator shall set up a system to receive and preserve reports from Settling States and Participating Subdivisions that have used monies from the Settlement Fund for purposes that do not qualify as Opioid Remediation. The Settlement Administrator will not require Settling States and Participating Subdivisions without any such uses of money to submit a report, and the Settlement Administrator may treat the failure to submit a report as confirmation that a Settling State or Participating Subdivision had no such uses of money. For the avoidance of doubt, (i) any Annual Remediation Payment amounts not identified under this Section 5.02(b) as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section 5.06 and (ii) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

Section 5.03 Allocation of Settlement Fund. The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of Settling States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

(a) Base Payments. The Settlement Administrator will allocate Base Payments under Section 4.05 among the Settling States on a state-specific basis pursuant to Section 4.05. Base Payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section 5.04.

(b) Incentive Payments. The Settlement Administrator will treat Incentive Payments under Section 4.06 on a state-specific basis. Incentive Payments for which a Settling State is eligible under Section 4.06 will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its

Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section 5.04.

(c) Application of Adjustments. If an offset or reduction under Article 12 applies with respect to a Settling State, the offset or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Remediation Accounts Fund, and the Subdivision Fund for that Settling State.

(d) Estate Distributions. The Settlement Administrator will treat Estate Distributions on a state-specific basis as specified in the [Governmental Remediation Trust Agreement]. Estate Distributions directed to a Settling State will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section 5.04.

(e) Settlement Administrator. Prior to the Effective Date, the Sackler Parties' Representative and the States' AG Negotiating Group, the MDL PEC, and the MSGE Group will agree to a detailed mechanism consistent with the foregoing for the Settlement Administrator to follow in allocating, apportioning, and distributing payments.

Section 5.04 Settlement Fund Reallocation and Distribution. As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section 5.04(a) and Section 5.04(b), then the default provisions of Section 5.04(d) apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section 5.04(a) and Section 5.04(b) address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Remediation Accounts Fund.

(a) Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section 5.03 shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section 5.02(b), and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.[13] For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Remediation Payment, notice must be provided to the Sackler Parties' Representative and the Settlement Administrator at least sixty (60) calendar days prior to the Payment Date.

(b) Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such Settling State's State Fund, Remediation Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section 5.02(b), and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation then, to the extent allocation or distribution is addressed, the amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section 5.03 shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or

[13] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in this Article 5 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section 5.04(b) only addresses funds restricted to remediation, then the default provisions of this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that Settling State would still apply, while the distribution of the applicable State's Remediation Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

(c) Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Remediation Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the Settling State's Remediation Accounts Fund or to another Participating Subdivision. The Settlement Administrator is not required to honor a voluntary redistribution for which notice is provided to it less than sixty (60) calendar days prior to the applicable Payment Date.

(d) Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section 5.04(a) and Section 5.04(b) do not apply, amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section 5.03 shall be distributed as follows:

(i) Amounts apportioned to that Settling State's State Fund shall be distributed to that Settling State.

(ii) Amounts apportioned to that Settling State's Remediation Accounts Fund shall be distributed consistent with Section 5.05. Each Settling State shall submit to the Settlement Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Remediation Accounts Fund and other communications with the Settlement Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Administrator to be disbursed from that Settling State's Remediation Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Administrator to release the Settling State's Remediation Accounts Fund to the Statutory Trust.

(iii) Amounts apportioned to that Settling State's Subdivision Fund shall be distributed to Participating Subdivisions in that Settling State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section 7.10 shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will directly receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

(iv) Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section 5.04(c) to Special Districts that are Participating Subdivisions. A Settling State may allocate funds from its State Fund or Remediation Accounts Fund for Special Districts that are Participating Subdivisions.

(e) Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Article 7, i.e., no amounts may be distributed directly to Non-Participating Subdivisions or to

Later Participating Subdivisions to the extent such a distribution would violate Section 7.05 through Section 7.09. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section 5.04(a) or by an Allocation Statute or a Statutory Trust described in Section 5.04(b).

Section 5.05 Provisions Regarding the Remediation Accounts Fund.

(a) State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that Settling State's Remediation Accounts Fund so long as it complies with the requirements of Section 5.04(a) or Section 5.04(b), as applicable, and all direct payments to Subdivisions comply with Section 7.05 through Section 7.09.

(b) Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Remediation Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:

(i) *Regional Remediation*.

(A) At least fifty percent (50%) of distributions for remediation from a Settling State's Remediation Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section 5.05(b)(iv) to define its regions and assign regional allocations percentages. Otherwise, the Settling State shall (x) define its initial regions, which shall consist of one (1) or more General Purpose Governments and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that Settling State for opioid abuse treatment or other public health purposes; (y) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(B) This minimum regional expenditure percentage is calculated on the Settling State's initial Remediation Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Remediation Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Remediation Accounts Fund to the regional expenditure and may annually adjust the percentage of its Remediation Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(C) The Settling State (x) has the authority to adjust the definition of the regions, and (y) may annually revise the percentages allocated to each region to reflect the number of General Purpose Governments in each region that are Non-Participating Subdivisions.

(ii) *Subdivision Block Grants*. Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of Settling

States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (3) has funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

(iii) *Small Settling States*. Notwithstanding the provisions of Section 5.05(b)(i), Settling States with populations under four (4) million that do not have existing regions described in Section 5.05(b)(i) shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section 5.05(b)(ii) shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

(iv) *Advisory Committee*. The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the "Advisory Committee") to provide input and recommendations regarding remediation spending from that Settling State's Remediation Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

(A) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(B) Composition that includes at least an equal number of local representatives as state representatives;

(C) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their remediation needs, and proposals for remediation strategies and responses; and

(D) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

Section 5.06 Nature of Payment. The Payment Parties, the Settling States and the Participating Subdivisions each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Shareholder Released Claims and such other Claims released pursuant to the Release:

(a) They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

(b) (i) The Settling States and Participating Subdivisions sought compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (ii) the Compensatory Restitution Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (iii) the portion of the Compensatory Restitution

Amount received by each Settling State or Participating Subdivision is less than or equal to the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

(c) The payment of the Compensatory Restitution Amount by or on behalf of the Payment Groups constitutes, and is paid for, compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i)) in order to restore, in whole or in part, the Settling States, Participating Subdivisions, and persons to the same position or condition that they would be in had the Settling States, Participating Subdivisions, and persons not suffered the Alleged Harms, and constitutes compensatory restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law; and

(d) For the avoidance of doubt: (i) the entire Compensatory Restitution Amount is properly characterized as described in this Section 5.06, (ii) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State, Participating Subdivision, or other person or entity for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (iii) no portion of the Total Direct Settlement Amount constitutes the disgorgement of any allegedly ill-gotten gains, and (iv) no portion of the Total Direct Settlement Amount is paid for, is in place of, or is properly characterized as the payment of any fine, penalty, punitive damages, or other punitive assessments.

ARTICLE 6.
ENFORCEMENT.

Section 6.01 Enforceability.

(a) Except as provided in Sections 6.01(b) and 6.01(c), this Agreement is enforceable only by the Settling States and the Payment Parties and/or Sackler Parties' Representative and only to the extent set forth herein; Settling States and Participating Subdivisions shall not have enforcement rights against any Payment Party or Shareholder Released Party with respect to either the terms of this Agreement that apply only to or in other Settling States or any Consent Judgment entered into by another Settling State. Except as provided in Section 6.01(b), Participating Subdivisions shall not have enforcement rights against any Payment Party or Shareholder Released Party with respect to this Agreement or any Consent Judgment; *provided, however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

(b) Participating Subdivisions listed on Exhibit G have enforcement rights as to payment allocations and other matters addressed in Section 6.03(a)(ii) and (iii) and Section 6.04.

(c) Shareholder Released Parties or Released Parties may enforce Article 10 but, for the avoidance of doubt, Released Parties shall not be entitled to enforce Sections 10.02(a), (b) and (d).

(d) The obligations of the Payment Parties to make Settlement Payments are set forth in the Master Settlement Agreement and are enforceable by the MDT pursuant to the terms of the Master Settlement Agreement.

Section 6.02 Jurisdiction. Each Payment Party and Settling State consents to the jurisdiction of (i) the National Arbitration Panel with respect to any National Dispute matter, as defined in Section 6.06(b), and (ii) for disputes addressed pursuant to Section 6.06(a), the court which enters each Settling State's Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located. For the avoidance of doubt, no Payment Party or Shareholder Released Party consents to the jurisdiction of any state or court

pursuant to subsection (ii) of this Section for any purpose other than for the resolution of disputes addressed pursuant to Section 6.06(a).

Section 6.03 Specific Terms Dispute Resolution.

(a) Payment and Allocation Disputes

(i) The failure of a Payment Group to make full and complete payments of amounts determined pursuant to the terms of this Agreement shall be enforced by the MDT pursuant to the Master Settlement Agreement.

(ii) A dispute concerning amounts to be paid on a Payment Date to a Settling State or the Participating Subdivisions listed on a Settling State's Exhibit G shall be addressed pursuant to Section 6.06. Such disputes include, but are not limited to, the earning of Incentive Payments.

(iii) A dispute concerning the application of intrastate allocation and other provisions in Sections 5.03, 5.04 and 5.05 shall be addressed in state court pursuant to Section 6.06(a).

(b) Disputes Addressed in Master Settlement Agreement. Except for matters addressed this Article 6, any dispute that is addressed by the provisions set forth in the Master Settlement Agreement shall be resolved as provided for therein. Whether a dispute is addressed by the provisions set forth in the Master Settlement Agreement shall be resolved as provided therein.

(c) In the event that the Sackler Parties' Representative believes that the ninety-five percent (95%) threshold established in Section 5.02(a) is not being satisfied, any Party may request that the Sackler Parties' Representative and the MDT Advisory Council meet and confer regarding the use of funds to implement Section 5.02(a). The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. The Sackler Parties' Representative and the MDT Advisory Council shall each use reasonable efforts to complete such meet-and-confer process in a timely manner. Further action concerning Section 5.02(a) shall: (i) be limited to Payment Groups seeking to reduce their Annual Remediation Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the ninety-five percent (95%) threshold established in Section 5.02(a); (ii) only reduce Annual Remediation Payments to those Settling States and their Participating Subdivision(s) that are below the ninety-five percent (95%) threshold established in Section 5.02(a); and (iii) not reduce Annual Remediation Payments restricted to future Opioid Remediation.

Section 6.04 State-Subdivision Enforcement.

(a) A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to assert allegations that (i) the Settling State's use of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Remediation Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section 5.05(b)(ii).

(b) A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to assert

allegations that the Participating Subdivisions' uses of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

(c) As between the Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

Section 6.05 [Reserved].

Section 6.06 Other Terms Regarding Dispute Resolution.

(a) Except to the extent provided by Section 6.03 or Section 6.06(b), all disputes shall be resolved by either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

(i) State court proceedings shall be governed by the rules and procedures of the relevant forum.

(ii) For the avoidance of doubt, disputes to be resolved in state court consist of the following:

(A) disputes concerning whether expenditures qualify as Opioid Remediation;

(B) disputes between a Settling State and its Participating Subdivisions as provided by Section 6.04, except to the extent a State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(C) whether this Agreement and relevant Consent Judgment are binding under state law;

(D) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;

(E) whether the definition of a Bar, a Case-Specific Resolution, lead state agency as described in Section 5.04(d)(ii), Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(F) enforcement of the injunctive relief terms in Article 3.

(iii) Any Party may request that the National Arbitration Panel provide an interpretation of any provision of this Agreement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an amicus curiae brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

(b) National Disputes involving a Settling State and/or a Payment Party or Shareholder Released Party or Released Party (in the case of a Released Party, solely with respect to issues relating to the Release of such Released Party) shall be resolved by the National Arbitration Panel.

(i) "National Disputes" are disputes that are not addressed in Section 6.03, and which are exceptions to Section 6.06(a)'s presumption of resolution in state courts because they involve issues of interpretation of the provisions in Article 10 and the Release. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes include, but are not limited to, the following:

(A) the amount of offset attributable to Non-Settling States;

(B) defined terms relating to Article 10 and the Release;

(C) the interpretation and application of any most-favored nation provision in Section 13.04;

(D) questions regarding the performance and/or removal of the Settlement Administrator;

(E) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payment A, Incentive Payment B, Incentive Payment C or Incentive Payment D;

(F) disputes involving a Releasor's compliance with, and the appropriate remedy under, Section 10.02(d)(iii);

(G) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(H) any dispute subject to resolution under Section 6.06(a) but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section 6.06(b).

(ii) The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by the Sackler Parties' Representative, one (1) arbitrator shall be chosen by the MDT Advisory Council with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party(s) that selected him/her.

(iii) Each arbitrator shall be impartial and independent regarding any dispute. If any party disputes the independence or impartiality of any arbitrator on the National Arbitration Panel, the party may request the National Arbitration Panel to replace such arbitrator. The National Arbitration Panel shall have the authority to remove an arbitrator on these grounds. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that an arbitrator removal occurs, the removed arbitrator shall be replaced by the party(s) that selected him/her.

(iv) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year. The National Arbitration shall make reasonable efforts to decide all contractual interpretation issues that may arise in connection with this agreement within sixty (60) calendar days of filing, and in no event shall it take longer than one hundred eighty (180) calendar days of filing.

(v) The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible and with a presumption in favor of remote participation to minimize the burdens on the parties.

(vi) The seat of arbitration shall be New York, New York.

(vii) To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section 6.01, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

(viii) The arbitrators shall be guided by any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section 6.01, or a Payment Party, Shareholder Released Party, or Released Party on a state law issue.

(ix) The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Payment Parties, the Sackler Parties' Representative, the Settlement Administrator, and, as applicable, Released Parties. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Payment Party or the Sackler Parties' Representative whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

(x) Nothing herein shall be construed so as to limit or otherwise restrict a Settling State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

(xi) Each party shall bear its own costs in any arbitration or court proceeding arising under this Article 6. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, e.g., a dispute between Payment Groups and/or the Sackler Parties' Representative and Settling States/Participating Subdivisions shall be split fifty percent (50%) by the relevant Payment Parties and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

(c) Prior to initiating an action to enforce pursuant to this Section 6.06, the complaining party must:

(i) Provide written notice to the MDT Advisory Council and/or the Sackler Parties' Representative of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The MDT Advisory Council shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the MDT Advisory Council establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The MDT Advisory Council may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

(ii) Wait to commence any enforcement action until thirty (30) calendar days after the date that the MDT Advisory Council establishes for obtaining additional information from the involved parties.

(iii) If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section 6.06(a) or Section 6.06(b), the MDT Advisory Council will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the MDT Advisory Council's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

Section 6.07 Consent to Be Bound by MSA Arbitration Clauses. Subject to the introductory language in this Agreement relating to enforcement and conflict(s) between this Agreement, the Master Settlement Agreement, the Plan and/or the Confirmation Order, the Parties and each of the Participating Subdivisions acknowledge and agree that the terms and subject matter set forth in Section 11.13 of the MSA shall be binding upon and enforceable against each such Settling States and Participating Subdivisions.

ARTICLE 7.
PARTICIPATION BY SUBDIVISIONS.

Section 7.01 Notice. No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Implementation Administrator shall send individual written notice (which may be delivered via e-mail or other electronic means and may be combined with distribution of the Subdivision Settlement Participation Form) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G.[14] To the extent a Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Implementation Administrator, with the cooperation of the Settling States shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties (which includes the update requirements in the definitions of "Litigating Subdivision" and "Non-Litigating Threshold Subdivision"), the version of Exhibit G used for notice shall be the one in place as of the Preliminary Agreement Date. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions and known counsel for Non-Litigating Subdivisions listed on Exhibit G.

[14] Because the Shareholder Released Parties have settled with Oklahoma, but not with Oklahoma Subdivisions, the Implementation Administrator shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Oklahoma Subdivisions. For purposes of this Section 7, references to a "Subdivision in a Settling State" shall include Subdivisions in Oklahoma.

The Settling States, with the cooperation of the Sackler Parties' Representative, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Subdivision Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date. The Sackler Parties' Representative shall have reasonable access to the Implementation Administrator and any of its records and analyses regarding the progress of the Subdivision solicitation as such records and analyses are produced.

Section 7.02 Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions. A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Administrator) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Shareholder Released Claims against all Shareholder Released Parties and such other Claims released pursuant to the Release against Released Parties, subject to the terms of this Agreement and provided that any such dismissal may be subject to the pursuit by the MDT of a Release Remedy (as defined in the Master Settlement Agreement) under Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to a Payment Party, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Article 5; *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement.[15] The required Subdivision Settlement Participation Form is attached as Exhibit K.

Section 7.03 Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions. A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Administrator) and upon dismissal with prejudice of its lawsuit following the Effective Date, provided that any such dismissal may be subject to the pursuit by the MDT of a Release Remedy (as defined in the Master Settlement Agreement) under Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to a Payment Party. The required Subdivision Settlement Participation Form is attached as Exhibit K. A Settling State may require each Litigating Subdivision in that Settling State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Administrator shall provide quarterly reports of this information to the parties to this Agreement, with such report being organized by Settling State.

Section 7.04 Initial Participating Subdivisions. A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section 7.02 or Section 7.03 by the Initial Subdivision Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Implementation Administrator until the

[15] Note to Draft: The form of Subdivision Settlement Participation Form attached as Exhibit K to include all of the foregoing items.

Effective Date. If, for any reason, the Agreement does not become effective, all obligations created by such forms and releases in them shall be void *ab initio* and all Subdivision Settlement Participation Forms shall be returned to counsel for Litigating Subdivisions or to the Subdivisions not represented by counsel or destroyed to the extent that such destruction is not prohibited by then existing document preservation obligation. The holding of Subdivision Settlement Participation Forms in escrow shall only be for the purpose of addressing the contingency that the Agreement does not become effective and the forms shall not be held in escrow by the Implementation Administrator for any other purpose.

Section 7.05 Later Participating Subdivisions. A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section 7.02 or Section 7.03 after the Initial Subdivision Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section 5.04 or Section 5.05. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

(a) A Later Participating Subdivision shall not receive any share of any Annual Remediation Payment due before it became a Participating Subdivision.

(b) A Later Participating Subdivision that becomes a Participating Subdivision more than six months after the Effective Date, shall receive seventy-five percent (75%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section 7.05(c) or Section 7.05(d)).

(c) A Later Participating Subdivision that, after the Initial Subdivision Participation Date, maintains a lawsuit for a Shareholder Released Claim(s) against a Shareholder Released Party and has judgment entered against it on every such Shareholder Released Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any Base Payment or Incentive Payments.

(d) A Later Participating Subdivision that becomes a Participating Subdivision while a Bar has been in effect for thirty (30) days or more shall receive twenty-five percent (25%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision without such Bar being in effect.

(e) The reductions set out in Section 7.05(a)-(d) may be waived by agreement between the Sackler Parties' Representative and the MDT Advisory Council.

Section 7.06 Prior Settling Subdivisions. A Prior Settling Subdivision cannot be a Participating Subdivision. However, subject to approval by the Subdivision's Settling State, the MDT Advisory Council and the Sackler Parties' Representative, a Prior Settling Subdivision can become a Participating Subdivision or a Later Participating Subdivision if the payments it receives for Opioid Remediation from the separate agreement do not exceed amounts it would have received in Annual Remediation Payments if it had been an Initial Participating Subdivision.

Section 7.07 No Increase in Payments. Except for any effect on Incentive Payments, amounts to be received by Later Participating Subdivisions shall not increase the payments due from the Payment Parties.

Section 7.08 Ineligible Subdivisions. Prior Litigating Subdivisions whose claims against the Shareholder Released Parties have already been fully resolved and dismissed with prejudice cannot be Participating Subdivisions, unless the Sackler Parties' Representative consents to their participation. Subdivisions located in Non-Settling States cannot be Participating Subdivisions.

Section 7.09 Non-Participating Subdivisions. Non-Participating Subdivisions shall not directly receive any portion of any Annual Remediation Payment, including from the State Fund and direct distributions from the Remediation Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

Section 7.10 Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions. Any Base Payment and Incentive Payments allocated pursuant to Section 5.04 to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Article 7, including the amounts that remain unpaid after the reductions required by Section 7.05(b) through Section 7.05(d), will be allocated to the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

ARTICLE 8.
CONDITION TO EFFECTIVENESS OF AGREEMENT AND FILING OF CONSENT JUDGMENT

Section 8.01 Determination to Proceed with Settlement – Settling States. No later than fifteen (15) calendar days after the Initial Subdivision Participation Date, the Settling States, acting through the States' AG Negotiating Group, shall deliver a Subdivision Participation Threshold Notice to the Sackler Parties' Representative, the MSA PEC and the MSGE Group stating whether or not they elect to proceed with the Agreement and, if proceeding, listing all Settling States. If the Settling States elect not to proceed, this Agreement will have no further effect, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void. Within seven (7) calendar days of the Settling States informing the Sackler Parties' Representative that there is sufficient participation to proceed pursuant to this Section 8.01, the Settling States will deliver all signatures and Releases required by the Agreement to be provided by the Settling States to the Sackler Parties' Representative.

Section 8.02 Determination to Proceed with Settlement – Sackler Parties' Representative. If the Settling States elect to proceed, the Sackler Parties' Representative will then have fifteen (15) calendar days to determine whether there is sufficient Eligible State participation, sufficient Subdivision participation, and sufficient resolution of the Cause of Action of the Litigating Subdivisions and the Non-Litigating Threshold Subdivisions in the Settling States (through participation under Article 7, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be communicated by the delivery of the Sackler (Subdivision) Participation Notice to the States' AG Negotiating Group, the MDL PEC, and the MSGE Group, which determination and communication shall be made, subject to any other agreements with any mediator parties, in the sole discretion of the Sackler Parties' Representative and may be based on any criteria or factors deemed relevant by the Sackler Parties' Representative.

Section 8.03 Reference Date. If the Sackler (Subdivision) Participation Notice communicates the Sackler Parties' Representative's decision to proceed, the Reference Date shall occur on the date of such communication and subject to Section 8.05, the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Effective Date subject to the terms of this Agreement. If the Sackler (Subdivision) Participation Notice communicates the Sackler Parties' Representative's decision to not proceed, this Agreement will have no further effect and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void. Following the Reference Date, Subdivisions that elected to become Participating Subdivisions shall cease litigation activity against the Shareholder Released Parties and Released Parties, including by jointly seeking stays or, where appropriate, severance of claim against the Shareholder Released Parties or Released Parties, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied, provided, however, that nothing herein shall require any Participating Subdivision to take any action in connection with this Section 8.03 or otherwise that would prejudice such Subdivision's ability to recommence or continue such litigation in the event the Effective Date does not occur or, if with respect to a particular Payment Party and pursuant to the Master Settlement Agreement, the MDT pursues the Release Remedy (as defined in the Master Settlement Agreement) under Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to such Payment Party.

Section 8.04 Consent Judgments. The Settling States will proceed to file the Consent Judgments after the Effective Date.

Section 8.05 Condition to Effectiveness of this Agreement. The Parties agree and acknowledge that this Agreement shall not become effective unless the conditions in Article 10 of the Master Settlement Agreement have been satisfied or waived by the Sackler Parties' Representative and the MDT in accordance with the terms of the Master Settlement Agreement (with the consent of the parties referenced therein, to the extent required to give effect to such satisfaction or waiver). If the conditions in Article 10 of the Master Settlement Agreement are not satisfied or waived by the Sackler Parties' Representative and the MDT (with the consent of the parties referenced therein, to the extent required to give effect to such satisfaction or waiver) pursuant to the terms of the Master Settlement Agreement on the Settlement Effective Date, or the Master Settlement Agreement is terminated, this Agreement will have no further effect and all releases (including the Releases and those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

ARTICLE 9.
ANNUAL FEE PAYMENTS

Section 9.01 Local Government Costs and Expenses Fund[16]. The agreed terms concerning the Local Government Costs and Expenses Fund incurred on behalf of Participating Subdivisions are set forth in Exhibit R and incorporated herein by reference. The schedule for the maximum amounts allocable to the Payment Groups on each Payment Date for Local Government Costs and Expenses Fund payments pursuant to this Agreement is set forth in Exhibit M-3 before accounting for any prepayments.[17] Each Payment Group's share of each Payment Date's Local Government Costs and Expenses Fund shall be calculated pursuant to Exhibit M-X. For the avoidance of doubt, the payments to the Local Government

[16] NTD: States discussing moving "Exhibit R" out of GESA and into MSA or Plan.

[17] Note to Draft: Sacklers must sign off on Exhibit R before this Agreement can be finalized.

Costs and Expenses Fund provided by this Section 9.01 do not include amounts designated pursuant to Section 5.9(a) of the Plan as attorneys' fees and costs based on Estate Distributions.

Section 9.02 State Direct Expenses. The agreed terms concerning allocation of the State Direct Expenses are set forth in Exhibit S and are incorporated herein by reference. State Direct Expenses shall not be paid to Non-Settling States. The schedule for the maximum amounts allocable to the Payment Groups on each Payment Date for State Direct Expenses payments is set forth in Exhibit M-3 before accounting for any prepayments. A Payment Group's payment obligation on any Payment Date shall be reduced by the portion of State Direct Expenses attributable to any Non-Settling State for that Payment Date as set out in Exhibit M-X. Each Payment Group's share of each Payment Date's State Direct Expenses shall also be calculated pursuant to Exhibit M-X.

Section 9.03 Payment and Disbursement. The Annual Fee Payment for each Payment Date shall be calculated by the Settlement Administrator pursuant to this Article 9 and made to the MDT pursuant to the Master Settlement Agreement. Disbursements for Subdivision and State attorneys' fees and expenses are made pursuant to Section 5.9 of the Plan. For the avoidance of doubt, except as provided in Section 9.04, the terms in this agreement concerning the Local Government Costs and Expenses Fund and the State Direct Expenses concern payment obligations and do not address the process for the disbursement of those funds, which is covered by the Plan. To the extent Annual Fee Payment obligations are greater than the fee disbursements required by the Plan on any Payment Date, any such excess shall be allocated ratably as additional Base Payment funds to States with scheduled Base Payments for that Payment Date.

Section 9.04 Excess Annual Fee Payment Amounts.

(a) Pursuant to Section 5.9 of the Plan, there is a cap on disbursements for the Local Government Cost and Expense Fund and a cap on disbursements for the State Expenses Fund. Should the cap for the Local Government Cost and Expense Fund be reached prior to the completion of the Local Government Costs and Expenses Fund payment obligations pursuant to Section 9.01 of this Agreement, the remaining Local Government Costs and Expenses Fund obligations pursuant to Section 9.01 of this Agreement shall be directed by the MDT to the Settlement Fund and be allocated ratably as additional Base Payment funds to States with scheduled Base Payments for that Payment Date. Similarly, should the cap for the State Expenses Fund be reached prior to the completion of the State Direct Expenses payment obligations pursuant to Section 9.02 of this Agreement, the remaining State Direct Expenses payments shall be directed by the MDT to the Settlement Fund and be allocated as additional Base Payment funds for that Payment Date. The Settlement Administrator shall keep the Settling States and the Sackler Parties' Representative reasonably informed about when the caps described in this Section 9.04 will be met.

ARTICLE 10.
RELEASE

Section 10.01 Delivery of Release. Each Settling State and Participating Subdivision shall, on behalf of itself and its applicable Releasors, deliver a Release, pursuant to this Agreement, which Releases shall be effective upon the occurrence of the Effective Date, provided that such Releases may be subject to the pursuit by the MDT of a Release Remedy (as defined in the Master Settlement Agreement) under Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to a Payment Party. For the avoidance of doubt, the delivery of the Consent Judgments following the Effective Date shall have no impact on the effectiveness of the Releases.

Section 10.02 Claim-Over and Non-Party Settlement.

(a) It is the intent of the Parties that:

(i) Shareholder Released Parties and Released Parties should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;

(ii) the payments made under the Master Settlement Agreement shall be the sole payments made by the Shareholder Released Parties to the Releasors involving, arising out of, or related to Shareholder Released Claims (or conduct that would give rise to a Shareholder Released Claim if engaged in by a Shareholder Released Party);

(iii) A Cause of Action by Releasors against non-Parties should not result in additional payments by Shareholder Released Parties, whether through contribution, indemnification or any other means; and

(iv) the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a Shareholder Released Party's liability to any other parties.

The provisions of this Section 10.02 are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b) No Shareholder Released Party shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, health care practitioner; provided that a Shareholder Released Party shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Shareholder Released Party or Released Party from recovering amounts owed pursuant to insurance contracts.

(c) To the extent that, on or after the Effective Date, any Releasor negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties and Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.02(b), or a release from such Non-Shareholder Released Party in favor of the Shareholder Released Parties and Released Parties (in a form equivalent to the releases contained in this Agreement, including the Release) of any Claim-Over. Each Releasor acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the Shareholder Released Parties and the Released Parties. Such agreement is a material term of this Agreement.

(d) In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Shareholder Released Party that does not contain a prohibition like that described in Section 10.02(c) or any Releasor files a Non-Party Covered Conduct Claim against a Non-Shareholder Released Party in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section 10.02(c), and such Non-Shareholder Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.02(b) with respect to that Non-Shareholder

Released Party and that Releasor and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct to Releasors or to Non-Shareholder Released Parties than the amounts owed under this Settlement Agreement by Payment Groups:

(i) The Sackler Parties' Representative shall notify that Releasor of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

(ii) The Sackler Parties' Representative and that Releasor shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Payment Groups under this Agreement;

(iii) That Releasor and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Releasor to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Payment Groups under this Agreement. Such steps may include, where permissible:

(A) Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by Releasors, in response to any claim filed in litigation or arbitration;

(B) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Shareholder Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Shareholder Released Party;

(C) Placement into escrow of funds paid by the Non-Shareholder Released Parties such that those funds are available to satisfy the Claim-Over;

(D) Return of monies paid by Payment Groups to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Shareholder Released Party to satisfy the Claim-Over;

(E) Payment of monies to Shareholder Released Parties by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Shareholder Released Party;

(F) Credits to Payment Groups under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(G) Such other actions as that Releasor and Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.

(iv) The actions taken pursuant to paragraph (iii) must, in combination, ensure that Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them under this Agreement.

(v) In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (iii), that Releasor and the Sackler Parties' Representative may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed.

(vi) The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph ((iii)) sufficient to hold Shareholder Released Parties fully harmless in accordance with this Section 10.02. In the event that the Panel's actions do not result in Shareholder Released Parties being held fully harmless in accordance with this Section 10.02, the Shareholder Released Parties shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold the Shareholder Released Parties harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that the Shareholder Released Parties or Payment Parties may have.

(e) To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section 10.02(d) shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. The Sackler Parties' Representative shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Shareholder Released Party asserts a Claim-Over arising out of contractual indemnity against it.

Section 10.03 General Release. In connection with the releases provided for in this Agreement (including the Release), each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **A GENERAL RELEASE DOES NOT EXTEND TO A CAUSE OF ACTION THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims and such other Claims released pursuant to the Release, but each Settling State (for itself and its Releasors) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims and such other Claims released pursuant to the Release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

Section 10.04 Assigned Interest Waiver. To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Shareholder Released Party or Released Party (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, the Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Shareholder Released Party or Released Party, as applicable.

Section 10.05 Res Judicata. Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect of this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

Section 10.06 Representation and Warranty. The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the date set forth in Section 8.01) the authority to settle and release, to the maximum extent of the Settling State's power, all Shareholder Released Claims and such other Claims released pursuant to the Release of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring a Shareholder Released Claim or Released Claim. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the Settling State's Governor. Also for the purposes of clause (3) of this Section 10.06, a release from a Settling State's Governor as set forth in Exhibit V is sufficient to demonstrate that the appropriate releases have been obtained.

Section 10.07 Effectiveness. The releases set forth in this Agreement (including the Release) shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

Section 10.08 Cooperation. Releasors (1) will not encourage any person or entity to bring or maintain any Shareholder Released Claim against any Shareholder Released Party or any other Claims released pursuant to the Release against any Released Parties and (2) will reasonably cooperate with and not oppose any effort by a Shareholder Released Party or Released Party, as applicable, to secure the prompt dismissal of any and all Shareholder Released Claims or any other Claims released pursuant to the Release against any Release Parties, including suits brought by non-Releasors based on Shareholder Released Claims or any other Claims released pursuant to the Release against any Released Parties. Applicable Releasors will meet and confer and make reasonable efforts to resolve any action that is filed by a Subdivision against a Shareholder Released Party or Released Party on or after the date the Preliminary Agreement Date. This provision shall not require a Settling State to make any monetary payment or adjustment to allocation or incur other obligation.

Section 10.09 Non-Released Claims. Notwithstanding the foregoing or anything herein or in any definition of Released Claims to the contrary (either in this Agreement or in the Plan), neither this Agreement nor the Release shall waive, release or limit any Excluded Claims.

ARTICLE 11.
LATER LITIGATING SUBDIVISIONS

Section 11.01 Shareholder Released Claims against Shareholder Released Parties. If a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Shareholder Released Claim against a Shareholder Released Party after the Effective Date the Shareholder Released Party shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Shareholder Released Claim. The Shareholder Released Party shall further notify the Settling State and Settlement Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Shareholder Released Claim and shall not oppose a Settling State's submission in support of the Threshold Motion. The Shareholder Released Parties shall give the relevant Settling State a reasonable opportunity to extinguish the Shareholder Released Claims without any payment or any other obligations being imposed upon any Shareholder Released Parties (apart from the Total Direct Settlement Amount payable by the Payment Groups under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Shareholder Released Party shall confer and use reasonable efforts to promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

Section 11.02 No Support for Litigating Subdivisions. The Settling States will not encourage, facilitate, or assist in any manner whatsoever Subdivision litigation for Covered Conduct against any Shareholder Released Party or Released Party in any State, regardless of whether those claims were filed against the Shareholder Released Party or Released Party, as applicable, prior to, on, or after the Effective Date.

ARTICLE 12.
OTHER REDUCTIONS/OFFSETS.

Section 12.01 Settlement Class Resolution Opt Outs. If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Shareholder Released Claim against a Shareholder Released Party, the following shall apply. If the lawsuit asserting a Shareholder Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Shareholder Released Claim, and is resolved with finality on terms requiring payment by the Shareholder Released Party, each Payment Group shall receive a dollar-for-dollar offset for the amount it paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that Settling State and to its Subdivisions.

Section 12.02 Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.

(a) If a Payment Group made any Annual Remediation Payments that included any Incentive Payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Remediation Payment, the Payment Parties shall receive a dollar-for-dollar offset against the portion of their remaining Annual Remediation Payments that would be allocated to that Settling State and its Participating Subdivisions. This offset will be calculated for each Payment Group as the dollar amount difference between (1) the total amount of Incentive Payments paid by the Payment Group by virtue of the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of Incentive Payments that would have been due from the Payment Group during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due,

referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event and the offset will be applied to the next payment that would be allocated to that Settling State and its Participating Subdivisions; for purposes of calculating the amount of Incentive Payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (x) its Shareholder Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (y) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

(b) Without limiting the foregoing, if a Payment Group made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently subject to a Revocation Event or that Settling State shall not be eligible for Incentive Payment A thereafter, unless the Settling State requalifies for Incentive Payment A through any method pursuant to Article 4, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by the Payment Group in the interim as a result of the Revocation Event, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Shareholder Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by the Sackler Parties' Representative).

ARTICLE 13.
MISCELLANEOUS

Section 13.01 Population of General Purpose Governments. The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

Section 13.02 Population of Special Districts. For any purpose in this Agreement in which the population of a Special District is used other than Section 4.06(d) and Section 4.06(g): (a) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (b) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at ten percent (10%) of the population served.[18] For the avoidance of doubt, this means that California healthcare districts will be measured at ten percent (10%) of their membership. The Sackler Parties' Representative and the States' AG Negotiating Group shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

Section 13.03 Population Associated with Sheriffs. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

Section 13.04 Most-Favored Nation Provisions

(a) No Settling State or Participating Subdivision shall enter into a side settlement or other agreement with one or more Shareholder Released Parties concerning a Cause of Action addressed in this Agreement that provides compensation or other terms that are in addition to what the Settling State or Participating Subdivision receives pursuant to this Agreement and the Master Settlement Agreement.

[18] The estimates for counties and parishes were accessed at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html. The estimates for cities and towns can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html.

(b) For so long as funds remain in the Special Operating Reserve that can be used by a settling Payment Group, all proposed settlement agreements between that Payment Group and non-federal governmental entities or the private claimants, or decisions not to appeal an appealable judgment, must be submitted to the MDT Advisory Council for consent (such consent not to be unreasonably withheld or delayed), as set forth below:

(i) For settlements involving a State or private party settlements, at least five (5) of the members of the MDT Advisory Council are required to consent;

(ii) For settlement involving a Subdivision, the Settling State in which the Subdivision is located shall participate in the MDT Advisory Council's discussions and shall have a vote on whether to approve the settlement as if it were a member of the MDT Advisory Council.

(iii) Upon approval, such settlement payments shall be deemed Litigation Costs.

(c) The MDT Advisory Council may consider any and all factors that it determines are relevant when providing its consent, including the amount of Litigation Costs (including defense costs). spent on litigation by the Payment Parties prior to any proposed settlement. This section shall not prohibit the Sackler Parties from taking the position in any arbitration (or any other proceeding) that the consideration of any particular factor by the MDT Advisory Council is unreasonable, and nothing shall prohibit the MDT Advisory Council from taking the position in any arbitration (or any other proceeding) that the consideration of any particular factor is reasonable.

(d) If a Payment Party or Payment Parties within a Payment Group (a "Separately Settling Payment Group") enters into a settlement agreement with any Non-Settling State that resolves a Cause of Action similar in scope to those released by a Settling State under this Agreement on overall payment terms that are more favorable to the Non-Settling State on a net present value basis (calculated with a 7.5% discount rate, discounted back to the date of the first payment) than the overall payment terms the Non-Settling State would have received under this Agreement based on the same level of participation, the Settling States, individually or collectively, may seek review, pursuant to this Section 13.04(d), of the overall payment terms of this Agreement solely concerning that Separately Settling Payment Group and the Non-Settling State agreement. This review and potential revision of payment terms allows such Settling State(s) to obtain overall payment terms at least as favorable as those secured by the Non-Settling State, solely with respect to the Separately Settling Payment Group. "Overall payment terms" refers to the consideration of, among other things, all payment terms of the Separately Settling Payment Group under the two agreements, taken together, including but not limited to the amount of payments, the timing of payments, the amount of payments that are being made to counsel of the Non-Settling State (as opposed to the Non-Settling State itself) and conditions or contingencies on payments. Any changes to a Separately Settling Payment Group's overall payment terms shall not adversely affect any other Payment Group.

(i) For any settlement involving Shareholder Released Claims entered into with a Non-Settling State, the Separately Settling Payment Group shall provide the MDT Advisory Council (with a copy to the Sackler Parties' Representative) with the settlement agreement or relevant consent judgment within thirty (30) calendar days of the settlement's consummation. The MDT Advisory Council shall promptly distribute a copy to all Settling States.

(ii) In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by a Separately Settling Payment Group with a Non-Settling State are more favorable to the Non-Settling State as set forth in Section 13.04(d), the Settling State(s) and the Separately Settling Payment Group shall engage in the following process:

(A) Within sixty (60) calendar days of the date on which the MDT Advisory Council provides a settlement agreement or consent judgment to Settling States, the Settling State(s) shall provide notice to the Separately Settling Payment Group (with a copy to the Sackler Parties' Representative) of its intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State as described above. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the Settling State(s)'s belief that it is entitled to a revision of the Agreement.

(B) The Separately Settling Payment Group shall, within thirty (30) calendar days, provide a response to the Settling State(s) (with a copy to the Sackler Parties' Representative), explaining its position, in detail, as to whether the Settling State(s) are entitled to more favorable overall payment terms than those provided for in this Agreement.

(C) In the event the Settling State(s) and the Separately Settling Payment Group do not reach agreement as to the application of this Section 13.04(d), the Settling State(s) may, at the sole cost of the Settling State(s) and the Separately Settling Payment Group, petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of this Section 13.04(d), provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section 6.06(b).

(D) The Settling State and the Separately Settling Payment Group shall be bound by the determination of the National Arbitration Panel of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to the Separately Settling Payment Group, overall payment terms at least as favorable as those obtained by such Non-Settling State. A copy of the Panel's decision shall be promptly shared with the Sackler Parties' Representative and the MDT Advisory Council.

(E) In the event that the National Arbitration Panel determines that, following a settlement between a Separately Settling Payment Group and a Non-Settling State, the Separately Settling Payment Group delivered overall payment terms more favorable to the Non-Settling State than the Settling States, and the Separately Settling Payment Group fails to deliver consideration to the Settling States at least as favorable as the overall payment terms delivered to the Non-Settling State (as determined by the National Arbitration Panel) within thirty (30) calendar days of the National Arbitration Panels determination on this issue, the Settling States shall be permitted to exercise all remedies against the Separately Settling Payment Group, and the failure of the Separately Settling Payment Group to deliver such consideration to the Settling States shall be considered a "Specified Breach" under the MSA.

(F) In the event that the MDT Advisory Council does not consent to a particular settlement between a Separately Settling Payment Group and a Non-Settling State pursuant to Section 13.04(b), and the National Arbitration Panel determines that the MDT Advisory Council's withholding of consent was reasonable, and the Separately Settling Payment Group nevertheless consummates such settlement, such action by the Separately Settling Payment Group shall be considered a "Specified Breach" under the MSA and the Settling States shall be permitted to exercise all remedies against the Separately Settling Payment Group.

(e) If a Separately Settling Payment Group enters into a settlement agreement with any Non-Participating Subdivision in a Settling State that resolves a Cause of Action similar in scope to those released by a that State's Participating Subdivisions under this Agreement on overall payment terms that are more favorable to the Non-Participating Subdivision on a net present value basis (calculated with a 7.5% discount rate, discounted back to the date of the first payment) than the overall payment terms the Non-Participating Subdivision would have received under this Agreement (without adjusting for any difference in Incentive Payments that would have occurred if it had been a Participating Subdivision), the Settling State in which such Subdivision is located, on behalf of its Participating Subdivisions, may seek review, pursuant to this Section 13.04(e), of the overall payment terms of this Agreement solely concerning that Separately Settling Payment Group and the Non-Participating Subdivision agreement. This review and potential revision of payment terms allows such Settling State to obtain overall payment terms for its Participating Subdivisions that are at least as favorable as those secured by the Non-Participating Subdivision, solely with respect to the Separately Settling Payment Group. "Overall payment terms" refers to the consideration of, among other things, all payment terms of the Separately Settling Payment Group under the two agreements, taken together, including but not limited to the amount of payments, the timing of payments, the amount of payments that are being made to counsel of the Non-Participating Subdivision (as opposed to amounts being made to fee funds available to counsel of Participating Subdivisions) and conditions or contingencies on payments. Any changes to a Separately Settling Payment Group's overall payment terms shall not adversely affect any other Payment Group or affect the payment terms of Participating Subdivisions in any other Settling State.

(i) For any settlement involving Shareholder Released Claims entered into with a Non-Participating Subdivision, the Separately Settling Payment Group shall provide the MDT Advisory Council and the Setting State in which the Subdivision is located (with a copy to the Sackler Parties' Representative) with the settlement agreement or relevant consent judgment within thirty (30) calendar days of the settlement's consummation.

(ii) In the event that Setting State in which the Subdivision is located believes that the overall payment terms of an agreement by a Separately Settling Payment Group with the Non-Participating Subdivision are more favorable to the Non-Participating Subdivision as set forth in Section 13.04(e), the Settling State and the Separately Settling Payment Group shall engage in the following process:

(A) Within sixty (60) calendar days of the date on which the Setting State in which the Subdivision is located is provided the settlement agreement or consent judgment, the Settling State shall provide notice to the Separately Settling Payment Group (with a copy to the Sackler Parties' Representative) of its intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable to its Participating Subdivisions as those obtained by the Non-Participating Subdivision as described above. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the Settling State's belief that it is entitled to a revision of the Agreement.

(B) The Separately Settling Payment Group shall, within thirty (30) calendar days, provide a response to the Settling State (with a copy to the Sackler Parties' Representative), explaining its position, in detail, as to whether the Settling State's Participating Subdivisions are entitled to more favorable overall payment terms than those provided for in this Agreement.

(C) In the event the Settling State and the Separately Settling Payment Group do not reach agreement as to the application of this Section 13.04(e), the Settling State(s)

may, at the sole cost of the Settling State and the Separately Settling Payment Group, petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of this Section 13.04(e). The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section 6.06(b).

(D) The Settling State (including its Participating Subdivisions) and the Separately Settling Payment Group shall be bound by the determination of the National Arbitration Panel of the overall payment terms of this Agreement and the Non-Participating Subdivision agreement so that such Settling State's Participating Subdivisions may obtain, with respect to the Separately Settling Payment Group, overall payment terms at least as favorable as those obtained by such Non-Settling State. A copy of the Panel's decision shall be promptly shared with the Sackler Parties' Representative and the MDT Advisory Council.

(E) In the event that the National Arbitration Panel determines that, following a settlement between a Separately Settling Payment Group and a Non-Participating Subdivision that was not the subject of a waiver by the MDT Advisory Council of this Section 13.04, the Separately Settling Payment Group delivered overall payment terms more favorable to the Non-Participating Subdivision than the Participating Subdivisions and Settling States, as applicable, and the Separately Settling Payment Group fails to deliver consideration to the Participating Subdivisions and Settling States, as applicable, at least as favorable as the overall payment terms delivered to the Non-Participating Subdivision (as determined by the National Arbitration Panel) within thirty (30) calendar days of the National Arbitration Panels determination on this issue, the Settling States and Participating Subdivisions shall be permitted to exercise all remedies against the Separately Settling Payment Group, and the failure of the Separately Settling Payment Group to deliver such consideration to the Settling States and Participating Subdivisions shall be considered a "Specified Breach" under the MSA.

(F) In the event that the MDT Advisory Council does not consent to a particular settlement between a Separately Settling Payment Group and a Non-Participating Subdivision pursuant to Section 13.04(b), and the National Arbitration Panel determines that the MDT Advisory Council's withholding of consent was reasonable, and the Separately Settling Payment Group nevertheless consummates such settlement, such action by the Separately Settling Payment Group shall be considered a "Specified Breach" under the MSA and the Settling State where the Non-Participating Subdivision is located shall be permitted to exercise all remedies against the Separately Settling Payment Group.

(f) Exceptions.

(i) Section 13.04(d) through Section 13.04(e) do not apply to, and there is no ability of any Settling State or Participating Subdivision to seek or obtain revision of this Agreement based on, any agreement with a Shareholder Released Party (a) that is entered into with a Non-Settling State or Non-Participating Subdivision after the earlier of (i) the close of expert discovery or (ii) a date ninety (90) calendar days prior to the scheduled start date of a trial (including an administrative proceeding) between the Shareholder Released Party and the Non-Settling State (or Non-Participating Subdivision), provided that, where, in order to complete a settlement, the Non-Settling State (or Non-Participating Subdivision) and the Shareholder Released Party jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; or (b) that is entered into with a Non-Settling State (or Non-Participating Subdivision) that has obtained any court order or judicial determination

that grants judgment (in whole or in part) against any Shareholder Released Party in the Non-Settling State's (or Non-Participating Subdivision's) case following an adjudication where (x) the relevant Shareholder Released Party did not consent to the entry of such order or judgment; and (y) the relevant Shareholder Released Party contested to the granting of such award and the entry of such order. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.

(ii) This Section 13.04 does not apply to, and there is no ability of any Settling State or Participating Subdivision to seek or obtain revision of this Agreement based on, any agreement between a Shareholder Released Party and federally recognized tribes.

(iii) Sections 13.04(d) and (e) will not apply to any agreement entered into more than eighteen (18) months after the Effective Date.

(iv) This Section 13.04 may be waived by the MDT Advisory Council, with a vote to do so by at least five (5) of the MDT Advisory Council members. For waivers concerning an agreement with a Non-Participating Subdivision, the Setting State in which the Subdivision is located shall participate in the MDT Advisory Council's discussions and shall have a vote on whether to approve the waiver.

Section 13.05 No Admission. No Payment Party, other Shareholder Released Party, or Released Party admits liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to any Shareholder Released Party or Released Party.

Section 13.06 Tax Cooperation and Reporting

(a) Subject to the limitations set forth herein, upon the reasonable written request by the Sackler Parties' Representative or PRA LP to the Designated State, the Designated State agrees to cooperate in good faith with the Sackler Party Representative or PRA LP, as the case may be, to timely provide such further information and documents in its possession or reasonably available to it or to the Settling States, and use reasonable efforts to timely execute and deliver such further documents in its possession or in the possession of the Settling States as may be reasonably necessary for Payment Parties or PRA LP to establish the statements set forth in Section 5.06 to the reasonable satisfaction of their tax advisors and their independent financial auditors, including as contemplated by Section 162(f) of the Internal Revenue Code of 1986, as amended, and 26 C.F.R § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance, or that are reasonably necessary with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding with the Internal Revenue Service or other governmental authority relating to such matters ("Tax Matters"). All requests must reasonably detail the purpose for requesting the documents or other information at that time.

(b) The Settling States agree to timely and reasonably cooperate with the Designated State in connection with any reasonable requests made hereunder. Such cooperation shall be limited to (x) the retention and provision (upon reasonable written request by the Sackler Parties' Representative or PRA LP) of records and information which are reasonably relevant to any such Tax Matters, and which are in the possession of the Settling States or reasonably available to them, and (y) making employees and other personnel reasonably available on a mutually convenient basis to timely provide additional information reasonably requested and explain any material provided hereunder to the extent such cooperation does not materially and adversely affect the cooperating party. The Sackler Parties' Representative shall use

reasonable efforts to make requests under this Section 13.06 no more frequently than quarterly, other than in connection with circumstances in which a more timely response is required to respond to a request from a taxing authority.

(c) Nothing in this Section 13.06 shall require the Designated State, any Settling State or any Participating Subdivision to (i) provide any information or document that has been filed with the Bankruptcy Court or otherwise made publicly available by the public posting of such information or document; (ii) retain information or records other than in accordance with any applicable retention policy except with respect to reasonable written requests by the Sackler Parties' Representative made to the Designated State; (iii) provide information or documents that have been previously provided to the Sackler Parties' Representative; (iv) search and/or produce e-mail or physical records, except to the extent reasonably necessary to identify information or documents relevant to any reasonable request made hereunder; (v) provide information or documents that would result in a violation of applicable law; (vi) provide information or documents that are privileged; (vii) bear any out-of-pocket costs or expenses; or (viii) provide information or documents that would result in a breach of a confidentiality agreement or obligation. In each such case where the Designated State, a Settling State or a Participating Subdivision does not provide a document or other information solely pursuant to the preceding sentence, the Designated State, Settling State or Participating Subdivision shall inform the Sackler Parties' Representative, to the extent legally permissible, of the basis on which information was not provided. Other than with respect to Section 5.02(b), and notwithstanding anything else herein to the contrary, the Settling States and Participating Subdivisions shall have no obligation to trace funds received pursuant to this Agreement or the Master Settlement Agreement; and no Settling State or Participating Subdivision shall have any obligation or responsibility for any other Settling State or Participating Subdivision under this Section 13.06.

(d) Pursuant to 26 C.F.R. § 1.6050X-1(a) and (b), the Designated State, on behalf of all Settling States and Participating Subdivisions shall designate one of its officers or employees to act as the "appropriate official" within the meaning of 26 C.F.R. § 1.6050X- 1(f)(1)(ii)(B) (the "Appropriate Official"). The Designated State shall use reasonable best efforts to direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U with respect to PRA LP and the Payment Parties and (ii) any legally required forms, returns or amended returns with any applicable governmental authority, or any returns reasonably requested by PRA LP or a Payment Party, and (b) provides the Sackler Parties' Representative a copy of (i) the IRS Form 1098-F filed with respect to PRA LP or such Payment Party and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such forms, returns, or statements shall be prepared and filed in a manner fully consistent with Section 5.06 and as set forth in Section 13.06(e).

(e) Any form, return, amended return, or written statement filed or provided pursuant to Section 13.06(d), and any similar document, shall be prepared and filed in a manner consistent with reporting on IRS Form 1098-F. If the Designated State or Appropriate Official shall be required to file any form, return, amended return, or written statement contemplated by this Section 13.06 other than an IRS Form 1098-F in the form attached as Exhibit U, the Designated State shall use reasonable best efforts to direct and ensure that the Appropriate Official provides to the Sackler Parties' Representative a draft of such form, return, amended return, or written statement in respect of the Payment Parties or PRA LP no later than sixty (60) calendar days prior to the due date thereof, and shall accept and reflect any reasonable revisions from or on behalf of the Sackler Parties' Representative on the return, amended return, or written statement in respect of the Payment Parties or PRA LP.

(f) For the avoidance of doubt, neither the Payment Parties, the Designated State, nor the Settling States make any warranty or representation to any Payment Party, Settling State, or Releasor as

to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof), and nothing in this Agreement shall impose on the Settling States any liability with respect to any tax or related obligation of the Shareholder Released Parties, or obligation to indemnify, defend, or otherwise hold harmless any Shareholder Released Party for any tax or other obligations.

Section 13.07 Third-Party Beneficiaries. Except as expressly provided in this Agreement or the Master Settlement Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the MDT, a Participating Subdivision (to the extent expressly set forth herein), a Settling State, the Sackler Parties' Representative, Shareholder Released Party, or a Released Party. The Settling States may not assign or otherwise convey any right to enforce any provision of this Agreement.

Section 13.08 Calculation. Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

Section 13.09 Construction. None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

Section 13.10 Cooperation and Best Efforts. Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents, and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not, directly or indirectly, assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement, the Master Settlement Agreement and the Consent Judgments. Each Party and each Participating Subdivision further agrees to use its good faith efforts and to cooperate with the other Parties and Participating Subdivisions to meet the deadlines set forth in this Agreement in a timely manner and without requiring extensions.

Section 13.11 Entire Agreement. This Agreement, including its exhibits and any other attachments, and together with the Master Settlement Agreement, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

Section 13.12 Execution. The Consent Judgments may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment. One or more counterparts of the Consent Judgments may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof. One or more counterparts of the Consent Judgments may be signed by electronic signature. The Payment Parties and MDT may execute their counterpart signature pages to this Agreement in a similar manner (e.g., on separate counterparts and by means of .pdf electronic transmission).

Section 13.13 Good Faith and Voluntary Entry. Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of

duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement and the other Agreements listed or referenced in Section 13.11) was made to them to induce them to enter into this Agreement.

Section 13.14 Legal Obligations. Nothing in this Agreement shall be construed as relieving Payment Parties of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that a Payment Party cannot comply with this Agreement without violating such a requirement or requirements, the Payment Party shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in the Injunctive Relief Terms will be followed.

Section 13.15 No Prevailing Party. The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement.

Section 13.16 Waive Challenge. The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section 13.14.

Section 13.17 Non-Admissibility. The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

Section 13.18 Notices. All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated in Exhibit B.

Any Party, the MDL PEC, or the MSGE Group may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section 13.18.

Section 13.19 No Waiver. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

Section 13.20 Preservation of Privilege. Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

Section 13.21 Successors. This Agreement shall be binding upon, and inure to the benefit of, the Payment Parties and their respective successors and assigns. To the extent a party to the Master Settlement Agreement may assign rights or obligations thereunder, or may be added or removed as a party thereto, such party may assign rights or obligations, or may be added or removed as a party, to this Agreement.[19]

Section 13.22 Modification, Amendment, Alteration. Between [●][20]and the Effective Date, in the event the States' AG Negotiating Group, MDL PEC, the MSGE Group, or the Sackler Parties' Representative concludes that corrections are required to this Agreement, the States' AG Negotiating Group, MDL PEC, the MSGE Group, and the Sackler Parties' Representative shall meet and confer and make such amendments as they agree are appropriate. After the Effective Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by the Sackler Parties' Representative, along with the signature of at least two-thirds of those then serving as Attorney General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to Section 5.05(b)(iv), by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in Settling States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

Section 13.23 Termination.

(a) Unless otherwise agreed to by each of the Sackler Parties' Representative and the Settling States, this Agreement and all of its terms (except Section 13.17) and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and the Agreement and all orders issued by the courts in the Settling States pursuant to the Agreement shall become null and void and of no effect if the Master Settlement Agreement terminates.

(b) Unless the Sackler Parties' Representative and the MDT Advisory Council agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration as set forth in Article 8 of the MSA, shall terminate as to all Parties as of Payment Date 16, provided that the Payment Parties have performed their respective payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section 13.23(b) or in this Agreement, all releases under this Agreement, including under the Release, will remain effective despite any termination under this Section 13.23(b).

(c) Nothing in this Section 13.23 shall affect the rights of the parties to terminate this Agreement on the terms and subject to the conditions set forth elsewhere in this Agreement or under the Master Settlement Agreement.

Section 13.24 Governing Law. Except as (1) otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against the Payment Parties or against which a Payment Party of the Sackler Parties' Representative is seeking enforcement.

[20] NTD: This will be the date referenced in the introductory language of Section 2.01.

Section 13.25 [Reserved]

Section 13.26 Sackler Parties' Representative.

(a) Designation. Subject to the terms and conditions of this Section 13.26, the Sackler Parties' Representative is hereby designated as the representative of the Payment Parties with respect to the matters set forth in this Agreement, and solely to the extent set forth therein, and the other documents or agreements contemplated hereby or thereby to be performed by the Payment Parties.

(b) Authority. By the approval of this Agreement, each of the Payment Parties hereby irrevocably constitutes and appoints the Sackler Parties' Representative as the representative, agent, proxy and attorney-in-fact for each of the Payment Parties for all purposes authorized under this Agreement, including the full power and authority on behalf of the Payment Parties to (i) take all other actions to be taken by or on behalf of each Payment Party (or the Payment Parties collectively) in connection herewith and (ii) do each and every act and exercise any and all rights which each Payment Party (or the Payment Parties collectively) is permitted or required to do or exercise under this Agreement or any other agreement contemplated hereby. Each of the Payment Parties agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the written consent of the Sackler Parties' Representative and shall survive the bankruptcy, dissolution, liquidation, death or incapacity of any Payment Party. All decisions and actions by the Sackler Parties' Representative (to the extent authorized by this Agreement) shall be binding upon each of the Payment Parties, and no Payment Party shall have the right to object, dissent, protest or otherwise contest the same.

(c) Reliance. Each Payment Party agrees that the other Parties shall be entitled to rely on any action taken by the Sackler Parties' Representative on behalf of such Payment Party and its Payment Group (an "Authorized Action"), and that each Authorized Action shall be binding on each Payment Party and Payment Group as fully as if such Payment Party and Payment Group had taken such Authorized Action.

(d) Limitation of Liability. Each Sackler Party (including but not limited to each Payment Party) acknowledges and agrees that the Sackler Parties' Representative shall have no liability to, and shall not be responsible for any costs or expenses, judgments, fines, losses, claims, damages or liabilities of, any Party or to or of any of their respective officers, directors, employees, affiliates and/or agents in connection with any actions taken or omitted to be taken by the Sackler Parties' Representative under or in respect of this Agreement, except to the extent resulting from fraud or willful misconduct by the Sackler Parties' Representative.

(e) Survival. All of the immunities and powers granted to the Sackler Parties' Representative hereunder shall survive the termination of this Agreement.

EXHIBIT M-1: PAYMENT SCHEDULE

[See Attached.]

EXHIBIT M-2: SCHEDULE OF MAXIMUM PAYMENTS

[See Attached.]

EXHIBIT M-3: ANNUAL FEES PAYMENT SCHEDULE

[See Attached.]

EXHIBIT M-4: MAXIMUM REMEDIATION PAYMENTS BY PAYMENT GROUP

[See Attached.]

EXHIBIT M-5: MAXIMUM REMEDIATION PAYMENTS BY STATE

[See Attached.]

Exhibit M-X

Payment Calculations[21]

For each Payment Date, the following procedure will be used to calculate the Base Payments, Incentive Payments, Local Government Costs and Expenses and State Direct Expenses for each Payment Group other than A-Side Payment Group 8.

(a) For a given Payment Date and Payment Group, the following calculations shall be made to determine such Payment Group's Annual Remediation Payment:

(i) Base Payments. The Base Payment is determined by computing

(A) *the sum of* Base Payment Amounts, as set forth in Exhibit M-5, of all Settling States; *multiplied by*

(B) the Base Payment Amount of the Payment Group, as set forth in Exhibit M-2; *divided by*

(C) the sum of the Base Payment Amounts of all Payment Groups, as set forth in Exhibit M-2; *less*

(D) solely in the case of an A-Side Payment Group, an amount equal to 1/7th of the difference between (x) the Base Payment Amount for A-Side Payment Group 8, as set forth in Exhibit M-2, and (y) the amount determined by applying steps (A) – (C) for Base Payments to A-Side Payment Group 8.[22]

(ii) Incentive Payment A. The Incentive Payment A is determined by computing

(A) *the sum of* amounts, determined for each Settling State eligible to receive Incentive Payment A, equal to (1) the Incentive Payment A Amount for each such Settling State, as set forth in Exhibit M-5, *plus* (2) the Incentive Payment A Catch-up Payment, if any, of such Settling State; *multiplied by*

(B) the Incentive Payment A Amount of the Payment Group, as set forth in Exhibit M-2; *divided by*

(C) the sum of the Incentive Payment A Amounts of all Payment Groups, as set forth in Exhibit M-2, *less*

[21] Oklahoma shall be considered a Settling State solely for the purposes of calculations made under this Exhibit M-X and for no other purpose.

[22] For the avoidance of doubt, any reduction from step (D) shall count as Retained Payments for the applicable A-Side Payment Group.

(D) any applicable state-specific offset or reduction for such Settling State and such Payment Group as determined pursuant to Section 12.01 or Section 12.02(b).

(iii) Incentive Payment B: Incentive Payment B is determined by computing

(A) *the sum of* amounts, determined for each Settling State eligible to receive Incentive Payment B, equal to (1) the Incentive Payment B Amount for each such Settling State, as set forth in Exhibit M-5, *multiplied* by (2) the applicable Incentive Payment B eligibility percentage for such Settling State pursuant to Section 4.06(e), *less* (3) any applicable state-specific offset or reduction for such Settling State as determined pursuant to Section 12.02(a); *multiplied by*

(B) the Incentive Payment B Amount of the Payment Group, as set forth in Exhibit M-2; *divided by*

(C) the sum of the Incentive Payment B Amounts of all Payment Group, as set forth in Exhibit M-2.

(iv) Incentive Payment C: Incentive Payment C is determined by computing

(A) *the sum of* amounts, determined for each Settling State eligible to receive Incentive Payment C, equal to (1) the Incentive Payment C Amount for such Settling State, as set forth in Exhibit M-5, *multiplied* by (2) the applicable Incentive Payment C eligibility percentage for such Settling State pursuant to Section 4.06(f), *less* (3) any applicable state-specific offset or reduction of such Settling State as determined by Section 12.02(a); *multiplied by*

(B) the Incentive Payment C Amount of the Payment Group, as set forth in Exhibit M-2; *divided by*

(C) the sum of the Incentive Payment C Amounts of all Payment Groups, as set forth in Exhibit M-2.

(v) Incentive Payment D. Incentive Payment D is determined by computing *the sum of* amounts, determined for each Settling State eligible for Incentive Payment D with respect to such Payment Group, equal to

(A) the Incentive Payment D Amount for such Settling State, as set forth in Exhibit M-5; *multiplied by*

(B) the Incentive Payment D Amount of the Payment Group, as set forth in Exhibit M-2; *divided by*

(C) *the sum of* the Incentive Payment D Amounts of all Payment Groups for the given Payment Date, as set forth in Exhibit M-2; *less*

(D) any deductions from Incentive Payment D described in Section 4.06(g) applicable to the Payment Group and such Settling State not previously applied.

(b) For a given Payment Date (starting with Payment Date 2) and Payment Group, the following calculations shall be made:

(i) Local Government Costs and Expenses Fund. Local Government Costs and Expenses Fund obligation is determined by computing

(A) the Payment Group's maximum Local Government Costs and Expenses payment, as set forth in Exhibit M-2*; multiplied by*

(B) *the sum of* the maximum Annual Remediation Payment amounts for all Settling States as set forth on Exhibit M-5 on such Payment Date; *divided by*

(C) *the sum of* the maximum Annual Remediation Payment amounts for all Settling States and Non-Settling States, if any, as set forth on Exhibit M-5 on such Payment Date*; less*

(D) solely in the case of an A-Side Payment Group, an amount equal to 1/7th of the difference between (x) the Local Government Costs and Expenses Payment for A-Side Payment Group 8, as set forth in Exhibit M-2, and (y) the amount determined by applying steps (A) – (C) for Local Government Costs and Expenses Fund to A-Side Payment Group 8;[23] *provided that*

(E) once the Local Government Costs and Expenses Fund has received, from all sources (other than as explicitly set forth in the Plan), $370 million in the aggregate, any portion of this amount in excess of this limit shall be allocated ratably as additional Base Payment funds to States with scheduled Base Payments for that Payment Date.

(ii) State Direct Expenses. The State Direct Expenses obligation is determined by computing

(A) the Payment Group's maximum State Direct Expenses, as set forth in Exhibit M-2; *multiplied by*

(B) *the sum of* the maximum Annual Remediation Payment amounts for all Settling States as set forth on Exhibit M-5 on such Payment Date; *divided by*

(C) *the sum of* the maximum Annual Remediation Payment amounts for all Settling States and Non-Settling States, if any, as set forth on Exhibit M-5 on such Payment Date; *less*

[23] For the avoidance of doubt, any reduction from step (D) shall count as Retained Payments for the applicable A-Side Payment Group.

(D) solely in the case of an A-Side Payment Group, an amount equal to 1/7th of the difference between (x) the State Direct Expenses for A-Side Payment Group 8, as set forth in Exhibit M-2, and (y) the amount determined by applying steps (A) – (C) for State Direct Expenses to A-Side Payment Group 8;[24] *provided that*

(E) once the State Direct Expenses has received, from all sources (other than as explicitly set forth in the Plan), $200 million in the aggregate, any portion of this amount in excess of this limit shall be allocated ratably as additional Base Payment funds to States with scheduled Base Payments for that Payment Date.

(iii) Any amounts paid to the Annual Fees Payment which would cause the Local Government Costs and Expenses Fund to receive more than 8.5% of the Total Direct Settlement Amount, or cause the State Direct Expenses Fund to receive more than 4.5% of the Total Direct Settlement shall be allocated ratably as additional Base Payment funds to States with scheduled Base Payments for that Payment Date.

(c) For the avoidance of doubt, no Annual Remediation Payments or other amounts shall be paid to (or on account of) Non-Settling States. The Annual Remediation Payment for a Payment Date shall not include any payment in respect of the Annual Remediation Payment for any Non-Settling State.

For A-Side Payment Group 8, the Base Payments, Local Government Costs and Expenses and State Direct Expenses will be determined by reference to that Payment Group's maximum scheduled amounts in Exhibit M-2 and without any reduction. A-Side Payment Group 8 has no portion of the Incentive Payments, as reflected in Exhibit M-2. For the avoidance of doubt, any Local Government Costs and Expenses and State Direct Expenses payable by A-Side Payment Group 8 will count towards the caps on disbursement pursuant to Section 5.9 of the Plan.

The following defined terms are used in this Exhibit M-X:

"Base Payment Amount" means either (as the context requires): (i) the amount of the Base Payment for a Settling State and Payment Date, as set forth in Exhibit M-5 or (ii) the amount of the Base Payment for a Payment Group and Payment Date, as set forth in Exhibit M-2.

"Incentive Payment A Amount" means either (as the context requires): (i) the amount of the Incentive Payment A for a Settling State and Payment Date, as set forth on Exhibit M-5 or (ii) the amount of the Incentive Payment A for a Payment Group and Payment Date, as set forth on Exhibit M-2.

"Incentive Payment B Amount" means either (as the context requires): (i) the amount of the Incentive Payment B for a Settling State and Payment Date, as set forth on Exhibit M-5 or

[24] For the avoidance of doubt, any reduction from step (D) shall count as Retained Payments for the applicable A-Side Payment Group.

(ii) the amount of the Incentive Payment B for a Payment Group and Payment Date, as set forth on Exhibit M-2.

"Incentive Payment C Amount" means either (as the context requires): (i) the amount of the Incentive Payment C for a Settling State and Payment Date, as set forth on Exhibit M-5 or (ii) the amount of the Incentive Payment C for a Payment Group and Payment Date, as set forth on Exhibit M-2.

"Incentive Payment D Amount" means either (as the context requires): (i) the amount of the Incentive Payment D for a Settling State and Payment Date, as set forth on Exhibit M-5 or (ii) the amount of the Incentive Payment D for a Payment Group and Payment Date, as set forth on Exhibit M-2.

Town of Smyrna
Town Council Meeting
Agenda Summary

Agenda Item Number 8.c.
Department: Administration
Date: August 12, 2025

Subject:
Consideration of a Resolution for the Fiscal Year 2025 Community Development Block Entitlement Grant.

Fiscal Impact:
$412,974 to the Town of Smyrna

Contract Type:

Contract Term (if applicable):

Background:
For the 2025 fiscal year, the Town of Smyrna has been awarded a $412,974 Community Development Block Grant. These federal funds are designated for community improvements like rehabilitating properties, upgrading infrastructure, and supporting public services. We are now entitled to receive this grant annually from the US Department of Housing and Urban Development or H.U.D. Please note the amount allocated by HUD will change every year.

Our primary proposal this year is to invest $390,000 of this grant into a comprehensive renovation of the Hilltop-Rosenwald Park playground. This project is located in a qualifying census tract and addresses a need to upgrade the neighborhood's park infrastructure.

Summary:
The estimated costs include $250,000 for the playground itself, with an additional $140,000 for park renovations. These renovations include replacing the picnic pavilion's roof and decking, new ADA-accessible sidewalks and seating areas, shade structures, and a safety fence.

The remaining funds from the federal grant will be used to help subsidize the Grant Coordinator's salary, saving the taxpayers of Smyrna an extra $22,974.

To move forward, I am required to hold a public hearing to inform the affected

neighborhoods about the plans for funding. I am also required to submit a Consolidation Plan and Annual Action Plan to HUD that details the project, budget, and expected outcomes which I am working on now. Parks and Rec is currently finalizing quotes for the new playground. Once our plan is submitted and approved, construction will begin.

Recommended Council Action:

Staff recommends passing a resolution for the FY2025 CDBG Entitlement Grant to set a foundation to have the Federal Government help revitalize Smyrna's neighborhood infrastructure.

Attachments:

1. Resolution #25-18
2. CDBG Hilltop Rosenwald Park Presentation

TOWN OF SMYRNA, TENNESSEE
RESOLUTION 25-18

A RESOLUTION authorizing direction to the Mayor to submit a Consolidation Plan and Annual Action Plan in relation to a Community Development Block Grant through the United States Department of Housing and Urban Development.

WHEREAS, the Town of Smyrna has been awarded a Community Development Block Grant through the United States Department of Housing and Urban Development, which requires the submission of a Consolidation Plan and Annual Action Plan; and

WHEREAS, there exists a desire for community improvements like rehabilitating properties, upgrading infrastructure, and supporting public services. This project is located in a qualifying census tract and addresses a need to upgrade the neighborhood's park infrastructure, namely, the comprehensive renovation of the Hilltop-Rosenwald Park playground; and

WHEREAS, pursuant to the Town's Charter, Section 2.01(35), the Town Council shall have the authority to exercise all other powers, functions, rights, and privileges necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the Town and its inhabitants; and

WHEREAS, the Town of Smyrna wishes to make an application for said Community Development Block Grant, and deems it necessary and in the public interest to do so; and

WHEREAS, the Mayor and Council for the Town of Smyrna is in full support of the said project herein; and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Smyrna, that:

1. The Mayor be authorized and directed to enter into all agreements with the United States Department of Housing and Urban Development to receive and administer such grant funds.
2. The Town of Smyrna has been awarded a $412,974.00 Community Development Block Grant and is required to submit a Consolidation Plan and an Annual Action Plan to the United States Department of Housing and Urban Development.
3. These federal funds are designated for community improvements like rehabilitating properties, upgrading infrastructure, and supporting public services. Our primary proposal is to invest $390,000.00 of this grant into a

comprehensive renovation of the Hilltop-Rosenwald Park playground. This project is located in a qualifying census tract and addresses a need to upgrade the neighborhood's park infrastructure. The estimated costs include $250,000.00 for the playground itself, with an additional $140,000 for park renovations. These renovations include replacing the picnic pavilion's roof and decking, new ADA-accessible sidewalks and seating areas, shade structures, and a safety fence. The remaining funds of $22,974.00, will be used to help subsidize the Grant Coordinator's salary.

4. This resolution shall take effect immediately upon its passage, the public health and welfare of the Town of Smyrna requiring it.

ADOPTED by the Town Council the _____ day of _____, 2025.

TOWN OF SMYRNA, TENNESSEE

_____
MARY ESTHER REED, Mayor

ATTEST: _____
AMBER HOBBS, Town Clerk

CDBG Entitlement Fund



FY 2025 CDBG Entitlement

$412,974

ALLOWABLE USES





- Acquisition of property
- Demolition
- Rehabilitation of properties
- Water and Sewer Facilities
- Streets
- Public services were
- Community Center Renovations
- Conversion of school buildings for specific purposes
- Assistance to businesses for economic development and job creation/retention activities.

INELIGIBLE USES

- Acquisition and general building for purposes of government
- Political activities
- Sponsorships for sports teams
- Acquiring land without having an actual plan for it’s redevelopment.

PLANS NEEDED PT 1

Consolidation Plan - Required every 3-5 years

Covers the entire town’s overall needs for

- Housing
- Infrastructure
- Public Services
- Economic Development

PLANS NEEDED PT 2

Action Plan - Required Annually

Annual update to the consolidation plan

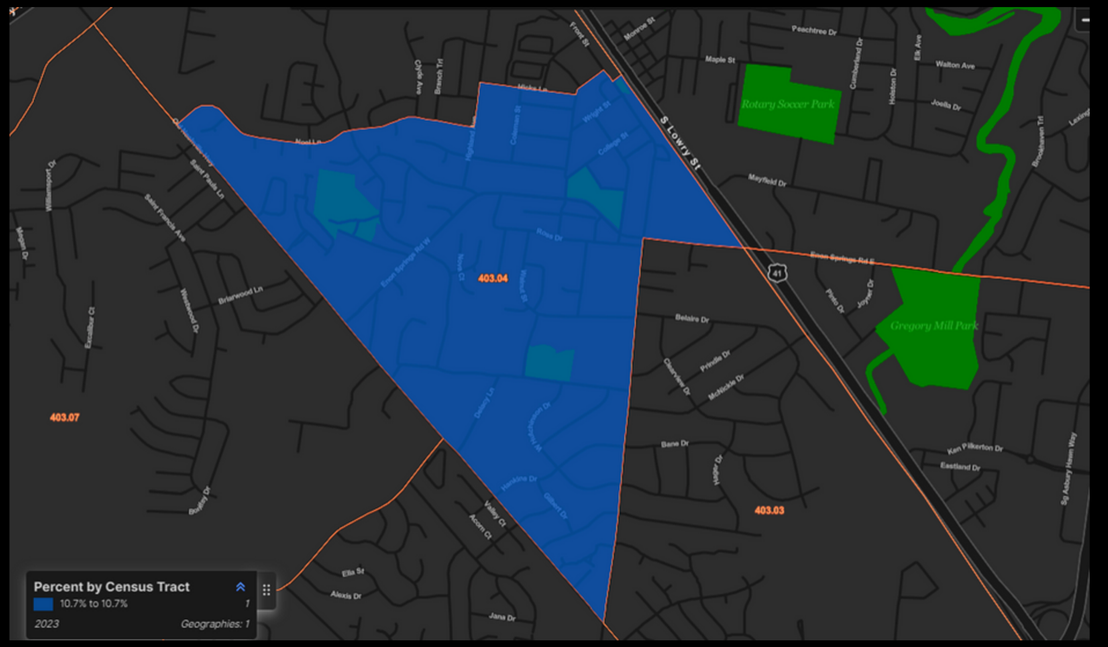
- Projects
- Budgets
- Expected Outcomes
- Who benefits and how

Because we get funding every year, we have to do an annual public hearing for the grant asking the affected neighborhoods what they would like to see.

CDBG PROJECT #1
HILLTOP - ROSENWALD PARK

- Estimated costs of Hilltop-Rosenwald Park Playground Renovation
- Concrete work: ADA sidewalks and seating areas = $35,000
- Park amenities (Benches, tables, trash receptables) = $15,000
- Shade Structures over seating = $20,000
- Fence (Between Playground and Park Road) = $15,000
- Signage = $5000
- Picnic Pavilion Metal Roof Replacement and wood decking installation = $50,000
- Playground = $250,000

Total Hilltop Renovation Estimation = $390,000



CENSUS TRACT OF HILLTOP PARK

INCOME FACTS OF SMYRNA

2020 CENSUS

- 6,314 out of 53,379 residents are below poverty level at an estimated 11.8%
- Male : 2,863
- Female : 3,451

- Ages 5-17 : 18.2%
- Ages 18-34 : 12.7%
- Hispanics : 27%
- High School Level Education: 14.5%
- Bachelor’s degree or higher: 6.3%

Immediate Next Steps

STEP 1

Overviewing quotes for new playground

STEP 2

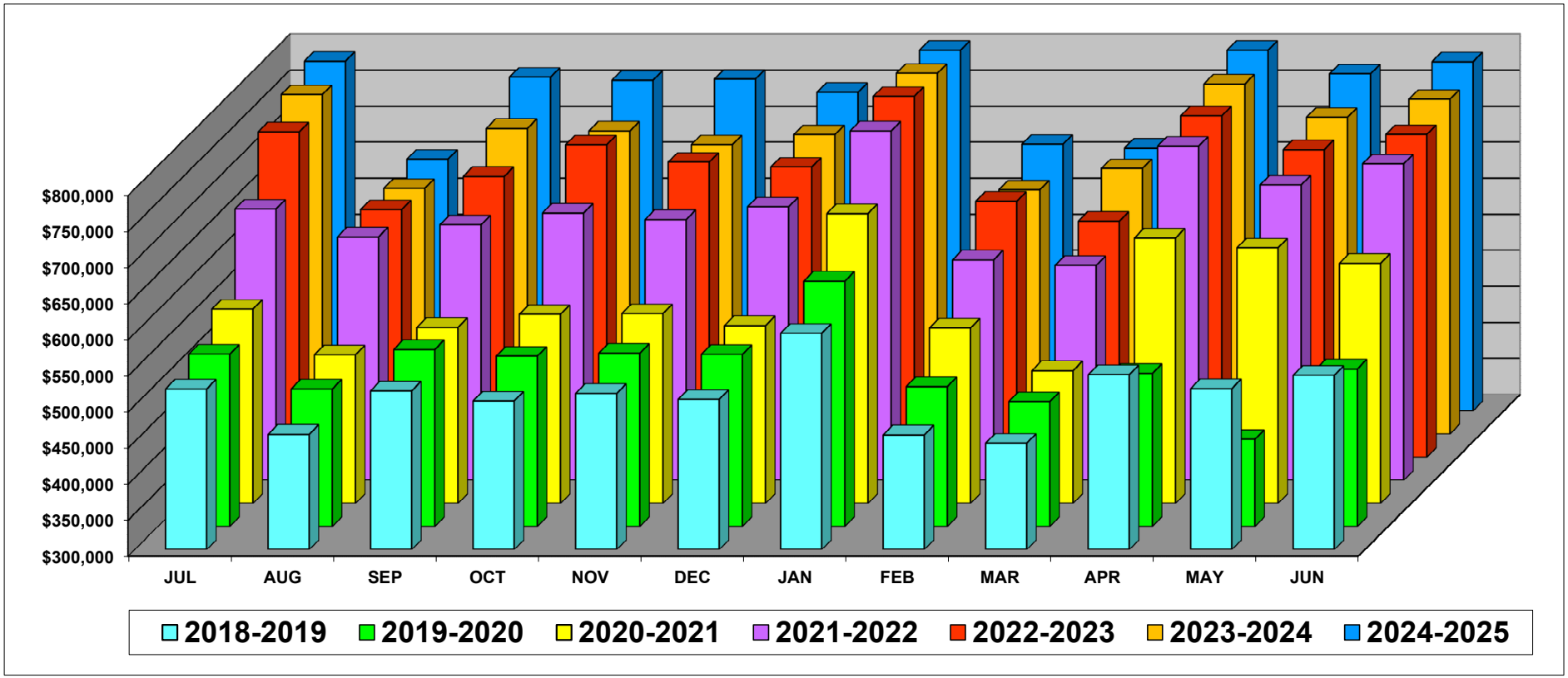
Submit our Consolidated Plan and year one Annual Action Plan using the Consolidated Plan template in IDIS OnLine

STEP 3

Once approved, begin construction

STATE SHARED TAX COMPARISON

Month	2018-2019 Monthly Total	2019-2020 Monthly Total	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2024-2025 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	$522,353	$538,607	$569,227	$675,704	$750,938	$770,508	$784,583	$784,583	1.83%	1.83%
August	$459,613	$490,350	$505,650	$637,125	$642,853	$640,156	$648,895	$1,433,478	1.62%	1.37%
September	$519,832	$545,010	$543,837	$654,051	$688,813	$723,602	$762,463	$2,195,941	2.89%	5.37%
October	$505,747	$535,795	$561,777	$670,111	$732,715	$720,068	$758,074	$2,954,015	3.49%	5.28%
November	$516,260	$539,986	$562,873	$661,082	$708,770	$700,782	$759,740	$3,713,755	4.46%	8.41%
December	$508,026	$538,242	$546,193	$678,744	$701,643	$715,102	$741,754	$4,455,510	4.34%	3.73%
January	$599,682	$639,967	$701,428	$784,248	$823,609	$932,749	$873,761	$5,329,270	2.43%	-6.32%
February	$458,853	$493,603	$543,003	$605,312	$654,525	$638,086	$669,404	$5,998,674	2.70%	4.91%
March	$447,431	$472,865	$483,643	$597,747	$626,857	$667,651	$664,131	$6,662,805	2.37%	-0.53%
April	$542,209	$511,986	$667,669	$762,848	$773,106	$785,084	$805,026	$7,467,831	2.39%	2.54%
May	$522,813	$420,817	$654,013	$709,081	$726,153	$738,889	$767,217	$8,235,047	2.52%	3.83%
June	$541,392	$518,069	$632,775	$738,292	$747,334	$763,902	$783,788	$9,018,836	2.53%	2.60%
Fiscal Year Total	**$6,144,213**	**$6,245,296**	**$6,972,088**	**$8,174,345**	**$8,577,317**	**$8,796,579**	**$9,018,836**			
								$9,292,000	2024-2025 BUDGET	
Increase Over Prior Yr	**13.6%**	**1.6%**	**11.6%**	**17.2%**	**4.9%**	**2.6%**	**2.5%**	97.06%	of Budget	
								100.00%	of Year	



LOCAL SALES TAX COMPARISON

Month	2018-2019 Monthly Total	2019-2020 Monthly Total	2020-2021 Monthly Total	2021-2022 Monthly Total	2022-2023 Monthly Total	2023-2024 Monthly Total	2024-2025 Monthly Total	2024-2025 Cumulative Total	Cumulative Change From Prior Year	Monthly Change From Prior Year
July	$1,241,860	$1,312,882	$1,390,327	$1,509,514	$1,650,638	$1,789,943	$1,815,261	$1,815,261	1.41%	1.41%
August	$1,055,540	$1,135,971	$1,247,023	$1,452,861	$1,599,124	$1,657,278	$1,706,139	$3,521,400	2.15%	2.95%
September	$1,078,285	$1,090,456	$1,171,964	$1,369,684	$1,462,909	$1,611,573	$1,724,292	$5,245,692	3.69%	6.99%
October	$1,253,770	$1,258,630	$1,229,619	$1,422,373	$1,582,132	$1,619,480	$1,709,348	$6,955,040	4.14%	5.55%
November	$1,093,990	$1,127,668	$1,236,004	$1,445,358	$1,652,887	$1,662,363	$1,775,059	$8,730,099	4.67%	6.78%
December	$1,127,000	$1,165,293	$1,262,502	$1,534,530	$1,628,335	$1,656,329	$1,742,705	$10,472,805	4.76%	5.21%
January	$1,574,400	$1,670,399	$1,784,627	$1,773,435	$1,973,137	$2,127,344	$2,165,424	$12,638,228	4.24%	1.79%
February	$1,038,723	$1,027,159	$1,251,752	$1,326,843	$1,518,119	$1,528,565	$1,601,289	$14,239,518	4.30%	4.76%
March	$1,007,204	$1,045,378	$1,091,353	$1,346,157	$1,478,814	$1,558,258	$1,600,418	$15,839,936	4.13%	2.71%
April	$1,251,641	$1,277,864	$1,525,934	$1,649,321	$1,784,941	$1,807,516	$1,839,663	$17,679,599	3.88%	1.78%
May	$1,111,831	$1,078,328	$1,471,223	$1,625,558	$1,675,329	$1,737,779	$1,777,235	$19,456,834	3.73%	2.27%
June	$1,139,707	$1,208,953	$1,444,368	$1,835,710	$1,726,626	$1,752,031	$1,788,549	$21,245,383	3.59%	2.08%
Fiscal Year Total	**$13,973,951**	**$14,398,978**	**$16,106,697**	**$18,291,344**	**$19,732,991**	**$20,508,458**	**$21,245,383**			
								$22,326,000	2024-2025 Budget	110-31610
Incease Over Prior Yr	**7.9%**	**3.0%**	**11.9%**	**13.6%**	**7.9%**	**3.9%**	**3.6%**	95.16%	of Budget	
								100.00%	of Year	

